



**VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
www.vpsfl.org
Thursday, October 8, 2020
6:30 PM**

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 three (3) business days prior to the meeting in order to request such assistance.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA**
- 6. CONSENT AGENDA** *(Public Comment on Consent Agenda Items is permissible prior to voting)*
 - 6.1 Resolution No 2020-33 - Approve Community Development Block Grant (CDBG) Project Funding Agreement with Palm Beach County - Park Connector Pathway Project (Sub-Phase II - Davis Road [Greenbrier to Lakewood] - Construction)
 1. [Proposed Resolution No. 2020-33 CDBG Park Connector Pathway](#)
 2. [Proposed CDBG Grant Agreement - Park Connector Pathway Project-Sub-Phase II-Construction](#)
 3. [Resolution No. 2019-07 - Park Connector Pathway - Community Development Block Grant - Sub-phase I](#)
 - 6.2 Approve Miller Road Drainage Improvements Reconciliation (Change Order #4 & Close Out) (Task Order #213) - Public Service Department (FY 2020 Budget Funded - Stormwater Enterprise Fund) - TCLM Enterprises
 1. [Proposed Change Order No. 4 - TCLM Enterprises](#)
 2. [Change Order No. 3 - TCLM Enterprises](#)

- 3. [Change Order No. 2 - TCLM Enterprises](#)
- 4. [Change Order No. 1 - TCLM Enterprises](#)
- 5. [Executed Agreement - TCLM Enterprises](#)

- 6.3 Acceptance of Utility Easement Agreement - Gardenia Avenue Extension - Kirk & Luella Wirkkala (The Wirkkala Family 2005 Revocable Trust)
 - 1. [Proposed Utility Easement Agreement - The Wirkkala Family 2005 Revocable Trust - Gardenia Avenue](#)
 - 2. [Sketch & Description](#)
 - 3. [Resolution 2016-64 Abandonment of ROW](#)
 - 4. [Aerial & Location Map - Gardenia Avenue](#)

END OF CONSENT AGENDA

7. PRESENTATIONS

- 7.1 Presentation of Plaque to Village Library in Honor of Jeanette J. Guerty
The Mayor, Village Council, Village Manager and Village Library want to express our appreciation to Mr. Harold Guerty for the plaque he donated in honor of his wife who was instrumental in pushing for the Village Library to be built. We are grateful for all her efforts for all that his wife has done for the Village.

- 7.2 City Government Month in Palm Springs - October 19-25, 2020
 - 1. [Proclamation - City Government Month in Palm Springs](#)

- 7.3 National Friends of the Library Week Proclamation - October 16 - 22, 2020
 - 2. [Proclamation - National Friends of Libraries Week](#)

- 7.4 Mediation Week Proclamation - October 11-17, 2020
 - 1. [Proclamation - Mediation Week](#)

8. PUBLIC COMMENT *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

9. PUBLIC HEARINGS

- 9.1 Proposed Ordinance No. 2020-11 - Village Comprehensive Plan Text Amendment - Water Supply Plan Update (*Second Reading*)
 - 1. [Proposed Ordinance No. 2020-11 - Comprehensive Plan Amendments - 10-Year Water Supply Facilities Work Plan](#)
 - 2. [Proposed Comprehensive Plan Amendments - 10-Year Water Supply Facilities Work Plan \(Exhibit "A" to Ordinance No. 2020-11\)](#)
 - 3. [Proposed Water Supply Facilities Work Plan Revisions - Kimley-Horn Letter to the SFWMD - September 2020](#)
 - 4. [Proposed Water Supply Capital Improvement Projects - 10-Year Water Supply Facilities Work Plan](#)
 - 5. [Adopted 10-Year Water Supply Facilities Work Plan - Revised September, 2020](#)

10. ACTIONS AND REPORTS

10.1 Approve First Amended and Restated Village Manager Employment Agreement
(*Revised Information*)

1. First Amended and Restated Village Manager Contract
2. Village Attorney Letter to Council About Village Manager Employment Agreement Amendments
3. First Amended and Restated Village Manager Contract - Redline Version

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

Thursday, November 12, 2020 @ 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 verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



Village of Palm Springs

Executive Brief

AGENDA DATE: October 8, 2020

DEPARTMENT: Parks & Recreation

ITEM 6.1: Resolution No 2020-33 - Approve Community Development Block Grant (CDBG) Project Funding Agreement with Palm Beach County - Park Connector Pathway Project (Sub-Phase II - Davis Road [Greenbrier to Lakewood] - Construction)

SUMMARY:

The Parks and Recreation Department is requesting the Village Council to consider entering into an Interlocal Agreement with Palm Beach County to provide Community Development Block Grant (CDBG) funding to continue the development of the Village's proposed Park Connector Pathway Project in the amount of \$154,205.

On September 26, 2019, the Village Council selected the construction of the Park Connector Pathway Project - Sub-Phase 1 as the Village's 2020 Annual Community Development Block Grant project (Resolution No. 2019-07). This project began the process of constructing a Village-wide pathway system that connects to ten (10) of the Village's eleven (11) parks (including the new Foxtail Palm Park), which is expected to include a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed Park Connector Pathway System Project would include approximately 6.7 miles of interconnected, enhanced sidewalks.

The Park Connector Pathway project consists of two (2) primary components:

Phase I is the professional engineering and design [Village's FY 2019 CDBG Project - Resolution No. 2018-07, (March 8, 2018)]

Note: The Village Council (on November 7, 2019) provided input and direction on the proposed engineering and design plans that have been developed by the Village's consulting engineer prior to proceeding with additional Sub-Phases of the engineering and design portion of this project, which will include wide concrete sidewalk, paver brick separators, concrete illuminated feature, stamped pavement options, landscaping improvements, proposed signage

and information boards, etc.

Phase II is the construction phase for the new trail system [Village's FY 2020 CDBG Project - Resolution No. 2019-07 (March 14, 2019)].

Within each of these Phases, the project has been broken into five (5) "Sub-Phases" and, thus, the work authorizations are (will be) referenced as such.

Sub-Phase I - South side of Alameda Drive (Davis Road east to the intersecting Pathway Park sidewalk that is located behind the Village Center Complex Ballfields) for a total of approximately 1,400 feet.

Note: Phase I is expected to serve as a showcase for the remainder of the project and provide the public with an understanding/expectation for this community park project that will be built over the next few years. Sub-Phase I is currently in the construction phase.

Sub-Phase II - Davis Road, from Alameda Drive south to approximately 300 feet north of Lakewood Road (to include Royal Palm Park), approximately 2,600 feet of Greenbriar Drive that turns into Park Lane and west to Kirk Road to include the future Foxtail Palm Park and 600 feet of 10th Avenue North heading east off of Davis Road for a total of approximately 1.4 miles.

Note: Sub-Phase II is being proposed to be broken into two (2) separate projects (Sub-Phase IIA & Sub-Phase IIB) to better fund this very large project over a period of years rather than at a single time.

Sub-Phase III - Lakewood Road (Davis Road west to Kirk Road), Canal Road (Davis Road west to Kirk Road), and Kirk Road (Lakewood Road north to Canal Road) for a total of approximately 1.26 miles

Sub-Phase IV - Kirk Road (between Canal Road and Park Lane), 10th Avenue North (from Sago Park Road - Sago Palm Park - to Summer Street), and Summer Street (700 feet north to Sabal Palm Park) for a total of approximately 1.42 miles.

Sub-Phase V - At this time, the location for the final connection of the proposed Pathway (Sub-Phase V) has not been determined but is expected to connect to a potential new park (that is expected to be located east of Congress Avenue).

Note: The proposed Park Connector Pathway System Project, upon final completion, is expected to be located both inside and outside of the Village's CDBG Target Area, but will serve the residents of the target area by providing approximately 6.7 miles of an interconnected, pedestrian-friendly pathway between most of the Village's parks. The proposed pathway would be ADA compliant/accessible in an effort to serve those in the Village with unique abilities as well as our senior population.

As a result, the Parks and Recreation Department is recommending that this project proceed

forward and to continue the construction process - Phase II - Sub-Phase II - Davis Road (Greenbrier to Lakewood). The proposed Sub-Phase project has been designed to be located along the west side of Davis Road from Greenbrier to Lakewood.

The proposed Park Connector Pathway Project - Sub-Phase II, if approved within the Village's FY 2021 Budget and Capital Improvement Plan (CIP), would include \$837,187 to support the continued Pathway's design and construction costs. This proposed cost estimate for FY 2021 is expected to be funded utilizing the Village's FY 2021 CDBG allocation, which is estimated at \$154,205 (an increase based on the \$114,000 budget estimate), \$65,556 of the Village's FY 2020 CDBG allocation, as well as the Village's Infrastructure Surtax (Sales Tax) dollars (\$617,426).

Note: This project is expected to extend into the next few fiscal years and will be included within the proposed FY 2021 Budget - General Fund. As a result, additional Project Phases for construction have been included within the proposed FY 2021 CIP for future fiscal years and would include additional design and construction costs. Various sources of reimbursement funding [i.e., Village CDBG and Infrastructure Surtax (Sales Tax)] are proposed to be committed to this project to support the total project cost. Additionally, staff is also continuing to investigate all grant opportunities, including the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation Planning Agency (TPA), and Florida Department of Economic Opportunity (FDOE) General Infrastructure Grant funding, to support the cost of this significant community project.

The proposed Park Connector Pathway improvements are located both inside and outside of the Village's CDBG Target Area, but, will serve the residents of the target area by providing an interconnected, pedestrian-friendly pathway between ten (10) of the Village's eleven parks. The proposed pathway would be ADA-compliant to serve those in the Village with unique abilities as well as our senior population. Additionally, the pathway network will benefit all Village residents; however, 4,730 CDBG Target Area residents living immediately along the Park Connector Pathway, will directly benefit from the new facilities.

In accordance with the previously approved Interlocal Agreement with Palm Beach County that enables the Village to serve as a CDBG sub-recipient city (Resolution No. 2015-112), the Village (with County oversight) is responsible for all aspects of this project (i.e. establish general project timeframe, up-front funding of all associated project costs and outline county and federal requirements - compliance with Palm Beach County Purchasing Code and Davis-Bacon Act minimum wages).

Note: A contract for the construction services is expected to be awarded by January 2021 and construction of the initial phase of this project is planned to be completed by October 31, 2021. Additionally, this proposed capital project, if approved, has been included in the Village's 5-Year Capital Budget with construction starting in FY 2021 and an expected completion in FY 2022. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed Agreement confirms that the proposed project meets the HUD and CDBG funding criteria and establishes a general timeframe for when the services are to be completed.

The Infrastructure Surtax Citizen Oversight Committee is scheduled to review and ensure that this proposed project (Sub-Phase II - Davis Road (Greenbrier to Lakewood) is eligible to utilize the new Infrastructure Surtax funding during their November/December 2020 meeting. Phase I - Engineering and Design has been previously approved by the Oversight Committee (project meets the requirements of the Village's Resolution, PBC's Sales Tax Ordinance and State law) during their November 1, 2018, Meeting.

The proposed Interlocal Agreement was prepared by Palm Beach County Department of Housing and Economic Sustainability staff and reviewed by the Village Attorney, the Parks & Recreation Director and the Finance Director.

If approved by the Village Council, the Palm Beach County Director of Housing and Economic Sustainability will route the Agreement thru the County Attorney for final approval.

FISCAL IMPACT:

Funding to support the proposed Park Connector Pathway Project Phase II - Sub-Phase II - Davis Road (Greenbrier to Lakewood) project is available within the FY 2021 Budget - General Fund utilizing CDBG funding and Infrastructure Surtax (Sales Tax) funds.

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2019 Actual Funding - General Fund - Various Sources	\$ 156,742.16
FY 2020 Estimated Actual Budget - General Fund - Various Sources (estimated total FY 2020 Spending)	\$ 550,810.00
FY 2021 Proposed Budget - General Fund - Various Sources	\$ 837,187.00
FY 2022 Proposed Budget - General Fund - Various Sources	\$ 750,000.00
FY 2023 Proposed Budget - General Fund - Various Sources	\$ 455,260.84
Total Expected Project Contribution:	\$2,750,000.00

<u>Available Funding/Revenues (Sources):</u>	<u>Amount</u>
FY 2019 Project Reimbursement - Village CDBG	\$ 133,263.00
FY 2019 Project Contribution - Village General Fund (Surtax)	\$ 23,479.16
FY 2020 Project Reimbursement - Village CDBG	\$ 120,029.00
FY 2020 Project Reimbursement - PBC CDBG	\$ 283,194.00
FY 2020 Project Contribution - Village General Fund (Surtax)	\$ 147,587.00
FY 2021 Project Reimbursement - Village CDBG	\$ 114,000.00
FY 2021 Project Reimbursement - PBC CDBG (Funding not collected in FY 2020)	\$ 65,506.00
FY 2021 Project Contribution - Village General Fund (Surtax)	\$ 657,681.00
FY 2022 Project Reimbursement - Village CDBG and PBC CDBG	\$ 154,205.00
FY 2022 Project Contribution - Village General Fund (Surtax)	\$ 595,795.00
FY 2023 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2023 Project Contribution - Village General Fund (Surtax)	\$ 301,055.84
Total Available Funding/Revenues:	\$2,750,000.00

<u>Expected Projected Costs:</u>	<u>Amount</u>
FY 2019 Project Cost - Phase I - Actual Engineering & Design Cost	\$ 156,742.16
FY 2020 Project Cost - Phase I - Actual Engineering & Design Cost	\$ 147,587.00
FY 2020 Project Cost - Phase II - Estimated Constructions Costs	\$ 403,223.00
FY 2021 Project Cost - Phase II - Estimated Engineering and Design Costs	\$ 100,000.00
FY 2021 Project Cost - Phase II - Estimated Construction Costs	\$ 737,187.00
FY 2022 Project Cost - Phase II - Estimated Construction Costs	\$ 750,000.00
FY 2023 Project Cost – Phase II - Estimated Construction Costs	\$ 455,260.84
Total Project Costs:	\$2,750,000.00

<u>Expected Project Costs (Breakdown by Sub-Phase):</u>	<u>Amount</u>
Project Cost - Phase I - Engineering and Design Cost (by Sub-Phase)	
Sub-Phase I - Alameda Drive	\$ 55,116.00
Sub-Phase II - Davis Road	\$ 98,980.00
Sub-Phase III - Canal Road, Kirk Road & Lakewood	\$ 77,923.16
Sub-Phase IV - Sago Park & Summer Street	\$ 72,310.00
Sub-Phase V - TBD - East Side of Village	\$ 20,670.84
Total Project Costs - Phase I - Engineering & Design:	\$325,000.00

<u>Expected Engineer Opinion of Cost Project Costs (Breakdown by Sub-Phase):</u>	<u>Amount</u>
Project Cost - Phase II - Construction Cost (by Sub-Phase)	
Sub-Phase I - Alameda Drive	\$ 490,410.00
Sub-Phase II - Davis Road*	\$ 854,553.44 \$ 741,448.16
Sub-Phase III - Canal Road, Kirk Road & Lakewood*	\$ 100,000.00 \$ 381,865.82
Sub-Phase IV - Sago Park & Summer Street	\$ 596,905.05
Sub-Phase V - TBD - East Side of Village	<u>TBD</u>
Total Project Expected/Engineering Opinion of Cost - Phase II - Construction:	\$3,165,182.30

*Sub-Phase II and III have separated areas within the sub-phase that are shown as prices for each sub-phase

Note: The Village's contracted engineering firm is projecting that the Engineering Opinion of Costs are now going to be above the budgeted amount for this project. A request to amend the approved fiscal year budget and/or identify alternative funding sources will be presented to Village Council for consideration prior to moving forward with each sub-phase. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: Various sources of reimbursement funding [i.e., Village CDBG, PBC CDBG - Special Area of Hope and Infrastructure Surtax (Sales Tax)] have been committed to this project to support the total project cost. Additionally, staff will also continue to investigate all grant opportunities, including FDEP, FDEO, and Transportation Planning Agency grant funding, to support the cost of this significant community project.

Note: This project is expected to extend into the next few fiscal years and will be included within the proposed FY 2021 Budget - General Fund. As a result, additional Project Phases for construction have been included within the approved FY 2021 CIP for future fiscal years and would include additional design and construction costs. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Proposed Resolution No. 2020-33 CDBG Park Connector Pathway

Proposed CDBG Grant Agreement - Park Connector Pathway Project-Sub-Phase II-Construction

Resolution No. 2019-07 - Park Connector Pathway - Community Development Block Grant - Sub-phase I

RESOLUTION NO. 2020-33

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE PHASE II – SUB-PHASE II WHICH INCLUDES CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS FOR THE SELECTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR FISCAL YEAR 2020-2021 BY PALM BEACH COUNTY HOUSING AND TO THE VILLAGE OF PALM SPRINGS TO BE USED TOWARDS THE PARK CONNECTOR PATHWAY SYSTEM WHICH INCLUDES 6.7 MILES OF INTERCONNECTED, ENHANCED SIDEWALKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to be used towards the Park Connector Pathway System Project ("Project"), which includes 6.7 miles of interconnected enhanced sidewalks in Village-wide pathway system that connects ten (10) of the Village's eleven (11) parks with a wide sidewalk enhanced with pedestrian amenities such as benches and water fountains; and

WHEREAS, Phase II – Sub Phase II has been approved within the Village's FY 2020/2021 Capital Improvement Program (CIP) at an estimated cost of \$837,187. It is estimated that the construction phase will take three (3) budget years and be completed in FY 2022. Phase II of this project would include construction and installation of the improvements would include \$154,205, the Village' s annual CDBG allocation - dependent on approved federal funding) and Infrastructure Surtax dollars. The Village has also submitted a 2021 IRMA General Infrastructure Program grant application thru the Florida Department of Economic Opportunity; and

WHEREAS, the Village is an eligible entitlement community for the Community Development Block Grant, pursuant to a signed Interlocal Agreement with Palm Beach County; and

Resolution No. 2020-33 CDBG Annual Project for FY 20/21 Park Connector
Pathway – Phase II – Sub-Phase II

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low- and moderate-income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

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

Section 1. The "Whereas" clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village would be responsible for any project costs in excess of the CDBG reimbursement grant.

Section 3. This Resolution shall take effect immediately upon its passage.

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	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2020.

Resolution No. 2020-33 CDBG Annual Project for FY 20/21 Park Connector
Pathway – Phase II – Sub-Phase II

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

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

VILLAGE OF PALM SPRINGS

THIS AGREEMENT, with an effective date of **October 1, 2020**, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Village of Palm Springs**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 226 Cypress Lane, Palm Springs, FL 33461.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **Village of Palm Springs**, desire to provide the activities specified by this Agreement; and

WHEREAS, Palm Beach County desires to engage the **Village of Palm Springs** to implement such undertakings of the Community Development Block Grant Program, as a Subrecipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Department of Housing & Economic Sustainability
- (D) "Subrecipient" means the **Village of Palm Springs**, a Subrecipient as defined in 24 CFR 200
- (E) "HES Approval" means the written approval of the HES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described sidewalk improvements which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low and Moderate Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Subrecipient shall, in a satisfactory and proper manner as determined by HES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HES Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to HES and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$154,205** for the period of October 1, 2020, through and including December 31, 2021. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to December 31, 2021.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder. The Subrecipient shall request payments or reimbursements from the County by submitting to HES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by HES. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HES. The Subrecipient may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to HES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that HES has determined that the funds allocated to the Subrecipient through this agreement are still available for payment, and provided that HES approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

- (A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES
The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HES. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the HES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify HES in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the HES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by HES, the County, or U.S. HUD.

(G) PROGRAM - GENERATED INCOME

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to HES. Such income shall only be used to undertake the activities authorized by this Agreement. HES must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to HES approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Subrecipient acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees shall be treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Agreement.

In furtherance of such policy, the Subrecipient shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from HES, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that HES will carry out periodic monitoring and evaluation activities as determined necessary by HES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to HES, or the County's designees copies of transcriptions of such records and information as is determined necessary by HES. The Subrecipient shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Subrecipient shall provide information as requested by HES to enable HES to complete reports required by the County or HUD. The Subrecipient shall allow HES, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by HES or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to HES, HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where HES, the County, or U. S. HUD as determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within 60 days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG funds must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Subrecipient shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. This provision shall survive the expiration or termination of this Agreement.

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, HES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HES if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Subrecipient's negligent or intentional acts in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured.

The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the AGREEMENT, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Subrecipient. Any possible conflict of interest on the part of the Subrecipient or its employees shall be disclosed in writing to HES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with HES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist HES in the implementation of the Citizen Participation Plan, as requested by HES.

24. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Subrecipient will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Subrecipient will make a good faith effort to recognize HES's support for all activities made possible with funds made available under this Agreement.

25. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Subrecipient;
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Subrecipient's personnel policies and job descriptions; and
- (J) The Subrecipient's Certificate of Insurance.

The Subrecipient shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement.

30. INDEPENDENT AGENT AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any such rights.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section

2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this _____ day of _____, 2020.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Sustainability

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Sustainability

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. SUBRECIPIENT OBLIGATIONS:

- A. PROFESSIONAL SERVICES:** The Subrecipient shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the construction of sidewalk improvements to existing sidewalks that will create an interconnected pathway system between the Village's eleven (11) parks. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The scope of the sidewalk improvements may include, but not be limited to construction of new sidewalk improvements (new and/or repair) in the project area along with typical amenities for these types of projects, including lighting, benches, and water fountains, along with restoration of any areas disturbed by the construction activities.

Project Area: The proposed location of the improvements noted herein is as follows:

- Davis Road from Greenbrier Drive to Lakewood Road

The exact geographic limits of the pathway installations may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
 - (b) State that "equal" equipment or materials will be accepted, and
 - (c) Identify the minimum requirements to establish equality.
- (2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to HES a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, HES shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

- (3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided s that the extent of work awarded will result in a functioning facility in the opinion of HES.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform HES of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that HES, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.

D. DAVIS-BACON AND RELATED ACTS (DBRA):
The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting each reimbursement request to HES.

The Subrecipient shall certify, at the time they request final reimbursement from HES that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to HES that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

HES may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHES, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- E. BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the

time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.

F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to HES that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

G. **PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

Request 50% Reimbursement of CDBG Funds by:	July 15, 2021
Complete Construction by:	October 2021
Request 100% Reimbursement of CDBG Funds by:	November 2021

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing to the HES Diorector, that the dates used as performance requirements listed above be revised/amended. The HES Director, or his/her designee may, at their sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of funds by the County if the Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

H. **REPORTS:** The Subrecipient shall submit to HES a detailed Monthly Report in the form provided as Exhibit "B" to this Agreement, or other form as may be required by HES. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Report. These Monthly Reports shall be submitted to HES beginning the month of the effective date of the Agreement. They shall be used by HES to assess the Subrecipient's progress in implementing the project.

I. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

- J. **SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at HES upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.

- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until HES notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to HES a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, the mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform HES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to HES approval, shall be incorporated in order to proceed with the project. The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A.** Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$154,205**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B.** County shall not provide any funding for the consulting and/or construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the consulting and/or construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C.** Provide technical assistance to the Subrecipient when requested.
- D.** Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by HES, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HES on program activities.
- E.** Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project

EXHIBIT "B"
MONTHLY REPORT

Report For:	Month: _____ Year: _____
Subrecipient Name:	VILLAGE OF PALM SPRINGS
Project Name:	Sidewalk Connector Project
Report Prepared By:	_____ Name Signature Date

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEPT 2021
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

Amounts Expended this Reporting Period: CDBG Funds: \$ _____ Other Funds: \$ _____

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 154,205.00	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

PROJECT ACTIVITIES & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period: _____

PROJECT PERFORMANCE PHASE

DATE

START DESIGN

Date

COMPLETE DESIGN

Date

ADVERTISE, ACCEPT BIDS

Date

AWARD CONTRACT

Date

START CONSTRUCTION

Date

SUBMIT 50% REIMBURSEMENT

Date

COMPLETE CONSTRUCTION

Date

SUBMIT 100% REIMBURSEMENT

Date

Send report to: Project Coordinator or Bud Cheney @ Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

EXHIBIT "C"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
HES:	Palm Beach County Department of Housing and Economic Sustainability
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to HES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by HES. If the survey is through HES, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by HES prior to the removal. The Subrecipient must obtain approval for all exceptions from HES. HES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by HES upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the HES.
 - 1. An Asbestos Abatement Specification (Work Plan)
 - 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests HES to contract the asbestos abatement, HES will initiate the request through the PBCAC who will contract the asbestos abatement. HES will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to HES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by HES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by HES upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the HES and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.

- (c) If the Subrecipient requests HES to contract the asbestos abatement, HES will initiate the request through the PBCAC who will contract the asbestos abatement. HES will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify HES.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to HES. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

Resolution No. 2019-07 CDBG Annual Project for FY 18/19 Park Connector Pathway – Phase II

RESOLUTION NO. 2019-07

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE PHASE II – WHICH INCLUDES CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS SELECTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR FISCAL YEAR 2018-2019 BY PALM BEACH COUNTY HOUSING AND TO THE VILLAGE OF PALM SPRINGS TO BE USED TOWARDS THE PARK CONNECTOR PATHWAY SYSTEM WHICH INCLUDES 6.7 MILES OF INTERCONNECTED, ENHANCED SIDEWALKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to be used towards the Park Connector Pathway System Project ("Project"), which includes 6.7 miles of interconnected enhanced sidewalks in Village-wide pathway system that connects all eights (8) of the Village parks with a wide sidewalk enhanced with pedestrian amenities such as benches and water fountains; and

WHEREAS, Phase II has been approved within the Village's FY 2020 Capital Improvement Program (CIP) at an estimated cost of \$750,000. It is estimated that the construction phase will take three (3) budget years and be completed in FY 2022. Phase II of this project would include construction and installation of the improvements with \$300,000 Seeds of Hope funds (PBC has confirmed verbally that the Village will be the recipient of the Seeds of Hope funds next year), the Village's annual CDBG allocation (approximately \$114,000 - dependent on approved federal funding) and either General Fund or Infrastructure Surtax dollars. The Village has also submitted a 2019 Recreational Trails Program grant application thru the Florida Department of Environmental Protection; and

Resolution No. 2019-07 CDBG Annual Project for FY 18/19 Park Connector
Pathway – Phase II

WHEREAS, the Village is an eligible entitlement community for the Community Development Block Grant, pursuant to a signed Interlocal Agreement with Palm Beach County; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low and moderate income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

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

Section 1. The "Whereas" clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village would be responsible for any project costs for the design services in excess of the \$114,000 from the CDBG reimbursement grant.

Section 3. This Resolution shall take effect immediately upon its passage.

Council Member Gunther offered the foregoing resolution. Council Member Ready 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	☒	☐	☐
DOUG GUNTHER, VICE MAYOR	☒	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☒
PATTI WALLER, COUNCIL MEMBER	☒	☐	☐
GARY M. READY, COUNCIL MEMBER	☒	☐	☐

Resolution No. 2019-07 CDBG Annual Project for FY 18/19 Park Connector
Pathway – Phase II

The Mayor thereupon declared the Resolution duly passed and adopted this
14th day of March, 2019.

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





Village of Palm Springs

Executive Brief

AGENDA DATE: October 8, 2020

DEPARTMENT: Public Service

ITEM 6.2: Approve Miller Road Drainage Improvements Reconciliation (Change Order #4 & Close Out) (Task Order #213) - Public Service Department (FY 2020 Budget Funded - Stormwater Enterprise Fund) - TCLM Enterprises

SUMMARY:

On June 13, 2019, the Village Council approved the award of the construction for the Alameda Drive and the Miller Road Drainage Improvements Projects (2 separate drainage projects) to TCLM Enterprise, Inc. in the amount of \$151,149.46.

Note: The awarded original contract was comprised of two projects - Alameda Drive (\$80,359.46) and Miller Road (\$70,790.00) for a total of projected project cost of \$151,149.46. The Alameda Drive Drainage Improvement Project has been completed and closed out previously (final total cost - \$86,580.10).

On August 20, 2020, the Village Council approved Change Order #3 to the Village's contractor, TCLM Enterprises, Inc., to relocate (2) sewer laterals conflicting with the new storm line location along 2nd Avenue North. During the installation of the new storm pipe, it was also discovered that the water services needed to be rerouted to avoid a conflict with the pipes. In addition to this, a portion of the sidewalk required a grade elevation adjustment due to higher than normal road grade in relation to the existing residence to the north. This change provides a better opportunity to capture water runoff to the storm inlet located on the sidewalk and less to the residential property. Additionally, at the completion of the project, it was found that there were (3) unit price items that were not utilized during construction (as provided within the original, approved bid) that resulted in an overall credit to the Village in the amount of \$368.11.

No further time extension for this project is being requested at this time and all work and final approvals were completed by September 23, 2020. As a result, the Village's contracted engineer, Keshavarz & Associates, and the Public Service Department are requesting

approval of the final reconciliation change order (Change Order #4) with TCLM Enterprises in the net amount (or credit) of \$368.11.

The final reconciliation (close out) amount for the Miller Road Stormwater Improvements project would be as follows:

	<u>Contract Amount</u> <u>(Miller Road)</u>	<u>Contract Time</u> <u>(Miller Road & Alameda Drive)</u>
Original Contract Amount	\$70,790.00	90 days
Alameda Drive CO #1	\$0.00	1 day
Miller Rd CO #1	\$15,262.00	160 days
Miller Rd CO #2	\$0.00	115 days
Miller Rd CO #3	\$5,205.82	42 days
Miller Rd CO #4	<u>(\$368.11)</u>	<u>0 days</u>
Revised Contract Amount	\$90,889.71	408 days

If approved, the revised total construction cost for the Miller Road Drainage Improvements project within Task Order #213 will decrease to \$90,889.71 and the total contract time will remain at 408 days.

No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed out.

The proposed reconciliation Change Order #4 (Closeout) was prepared by TCLM Enterprises and reviewed by the Village's contracted engineer, the Public Service Director/Engineer, the Assistant Public Service Director/Engineer, the Public Service Project Manager and the Finance Director.

FISCAL IMPACT:

Funding to support Miller Rd Drainage Improvements Project (Task Order No. 213) was provided within the Stormwater Enterprise Fund:

Allocated/Estimated Project Funding:

FY 2017 Actual - Stormwater Enterprise Fund:	\$ 7,980.75
FY 2018 Actual - Stormwater Enterprise Fund:	\$ 1,222.50
FY 2019 Actual - Stormwater Enterprise Fund:	\$ 8,700.26
FY 2020 Budget - Stormwater Enterprise Fund:	<u>\$ 90,000.00</u>
Total Approved Budget TO#213	\$107,903.51

Expected Project Costs Engineering:

Original Project Cost (Miller Road) - Stormwater Fund (TO #213):	\$ 12,000.00
Approved Change Order #1 (Miller Road) - Stormwater Fund (TO #213):	<u>\$ 9,600.00</u>
Engineering Subtotal TO #213:	\$ 21,600.00

Original Project Cost (Alameda Drive) - Stormwater Fund (TO #214):	\$ 11,400.00
Approved Change Order #1 (Alameda Drive) - Stormwater Fund (TO #214):	<u>\$ 7,500.00</u>
Engineering Subtotal TO #214:	\$ 18,900.00

TOTAL PROJECT COST (REVISED) – ENGINEERING \$ 40,500.00

Expected Project Costs Construction:

Original Project Cost (Miller Rd) - Stormwater Fund (TO #213):	\$ 70,790.00
Change Order #1 (Miller Road) - Stormwater Fund (TO #213):	\$ 15,262.00
Change Order #2 (Miller Road) - Stormwater Fund (TO #213):	\$ 0.00
Change Order #3 (Miller Road) - Stormwater Fund (TO #213):	\$ 5,205.82
Proposed Change Order #4 (Miller Road) - Stormwater Fund (TO #213):	(\$ 368.11)
Construction Subtotal TO #213:	\$ 90,889.71

Original Project Cost (Alameda Drive) - Stormwater Fund (TO #214):	\$ 80,359.46
Approved Change Order #1 (Alameda Drive) - Stormwater Fund (TO #214):	<u>\$ 6,220.64</u>
Construction Subtotal TO #214:	\$ 86,580.10

TOTAL PROJECT COST (REVISED) – CONSTRUCTION \$177,469.81

TOTAL REVISED PROJECT COST: \$217,969.81

Note: Funding to support the final reconciliation cost is/was provided within the Stormwater Enterprise Fund. Additionally, the Village is expecting to be reimbursed 75% (up to \$83,364) of the total cost (up to \$111,152.00) for the Miller Road Drainage Improvements project by the Florida Department of Emergency Management (FEMA), with the Village being responsible for the remaining 25% (\$27,788) of the project cost.

The Village will not expend more than the amount in the approved budget as it may be adopted / approved each year for these goods and services for the term of the contract. An internal budget transfer or amendment to support this project has been completed within the Stormwater Enterprise Fund in the amount of \$22,000 to support this project.

ATTACHMENTS:

Proposed Change Order No. 4 - TCLM Enterprises

Change Order No. 3 - TCLM Enterprises

Change Order No. 2 - TCLM Enterprises

Change Order No. 1 - TCLM Enterprises

Executed Agreement - TCLM Enterprises



Date of Issuance: 9/24/2020
 Owner: Village of Palm Springs
 Contractor: TCLM Enterprise, Inc.
 Engineer: Keshavarz & Associates
 Project: Miller Road Drainage Improvements

Effective Date:
 Owner's Task Order No.: 213
 Contractor's Project No.:
 Engineer's Project No.: 16-111
 Contract Name: Alameda Drive

The Contract is modified as follows upon execution of this Change Order:

Description:

M18	Sod	400	SY	4.00	1,600.00
M12	Sidewalk	75	LF	50.00	3,750.00
M26	Additional conc removal & replacement	-400	SF	10.00	(4,000.00)
M11	Asphalt Roadway	-29	SY	100.00	(2,900.00)
4	Water Service Adjust	1	LS	1,275.35	1,275.35
5	Fill to Raise Sidewalk	1	LS	804.92	804.92
6	Raise existing Inlet, add 4" Ductile Iron	1	LS	396.16	396.16
7	Handicap Ramps	2	EA	393.73	787.46
M27	Remove & Reinstall Fence	-90	LF	10.00	(900.00)
8	Curb	-197	LF	6.00	(1,182.00)

Attachments: [List documents supporting change] Change order proposal – TCLM Enterprise, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 70,790.00 (Total Contract \$ 151,149.46)	Original Contract Times: Substantial Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>November 10, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 20,467.82 (Total Contract = \$26,688.46)	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>318 Days</u> Ready for Final Payment: <u>318 Days</u> days
Contract Price prior to this Change Order: \$ 91,257.82 (Total Contract = \$177,837.92)	Contract Times prior to this Change Order: Substantial Completion: <u>August 24, 2020</u> Ready for Final Payment: <u>September 23, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: \$ -368.11	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 90,889.71 (Total Contract = \$177,469.81)	Contract Times with all approved Change Orders: Substantial Completion: <u>August 24, 2020</u> Ready for Final Payment: <u>September 23, 2020</u> days or dates



RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____
Date: _____

Title: _____
Date: _____

Title: President
Date: 9/28/2020

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Village of Palm Springs

E S T I M A T E / C H A N G E O R D E R R E C O R D

 Project: **Miller Rd Stormwater Improvements**

 Plans: **Keshavarz**
TASK # 213
CO# 4

DATE: 9/25/2020

PREPARED BY: WS

FILE: Miller Rd Project Reconciliation

Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Sub	Subcontract Cost	Total Cost	Comments
	<u>Final Project Reconciliation</u>										
1	<u>Over / Under Unit Price Reconciliation</u>										
2	Sod	400	SY		0		0	4.00	\$1,600.00	\$1,600.00	
3	Sidewalk	75	LF		0		0	50.00	\$3,750.00	\$3,750.00	
4	Concrete Removal & Replacement	(400)	SF		0		0	10.00	(\$4,000.00)	(\$4,000.00)	
5	Asphalt Roadway Restoration	(29)	SY		0		0	100.00	(\$2,900.00)	(\$2,900.00)	
6	Remove and Replace Fence	(90)	LF		0		0	10.00	(\$900.00)	(\$900.00)	
7											
8											
9											
10	<u>Add'l Modifications</u>										
11	Water Service Adjustment	1	LS		0		0	1,275.35	\$1,275.35	\$1,275.35	
12	Fill to Raise Sidewalk	1	LS		0		0	804.92	\$804.92	\$804.92	
13	Raise Existing Storm Inlet in Sidewalk, Add 4" Drain	1	LS		0		0	396.16	\$396.16	\$396.16	
14	ADA Detectable Warning Mats	2	EA		0		0	393.73	\$787.46	\$787.46	
15	Sidewalk Curb	(197)	LF		0		0	6.00	(\$1,182.00)	(\$1,182.00)	
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											
	Total Cost				\$0.00		\$0.00		(\$368.11)	(\$368.11)	Credit Back to Village

DESCRIPTION:

Miller Road Adjust Water Service

Item Description	Quantity	Labor	Equipment	Unit Price Items	Subcontract Work	Total
This Claim	1 ls	725.04	\$ 519.20	\$ -	\$ -	\$ 1,244.24
Totals		\$ 725.04	\$ 519.20	\$ -	\$ -	\$ 1,244.24

Total Work TCLM Ent., Inc.

Contractor's Fee Per Contract Section - 0%

\$ 1,244.24

\$ -

Subtotal "A" \$ 1,244.24

Total Work Subcontractors

Contractor's Fee Per Contract Section - 0.0%

\$ -

\$ -

Subtotal "B" \$ -

Total Cost A+B \$ 1,244.24

Bond Cost 2.50% \$ 31.11

Total Change Order Amount \$ 1,275.35

Total Change Order Day(s) -

DESCRIPTION:**Adjust Water Service****Labor**

Description	Quantity	Hourly Rate	Extension
Superintendant	2 hr @	\$ 70.00	\$ 140.00
Foreman	3 hr @	\$ 45.00	\$ 135.00
Operator	0 hr @	\$ 24.00	\$ -
Driver/Dump	0 hr @	\$ 20.00	\$ -
Driver/Lowboy	0 hr @	\$ 23.00	\$ -
Pipelayer	3 hr @	\$ 25.00	\$ 75.00
Tailman	3 hr @	\$ 21.00	\$ 63.00
Hillman	3 hr @	\$ 20.00	\$ 60.00
Laborer	3 hr @	\$ 19.00	\$ 57.00
Subtotal			\$ 530.00
Labor Burden @ 36.80%			\$ 195.04
Total Labor			\$ 725.04

Equipment

Description	Quantity	Hourly Rate	Operating	Extension
Pick-up - Superint.	2 hr @	\$ 6.50	\$ 4.04	\$ 21.08
Pick-up - Foreman	3 hr @	\$ 6.50	\$ 4.04	\$ 31.62
Dump - 18 CY	0 hr @	\$ 40.00	\$ 25.00	\$ -
Lowboy	0 hr @	\$ 68.00	\$ 22.32	\$ -
PC 35 MR3 Mini excavator	0 hr @	\$ 22.32	\$ 8.17	\$ -
CX 50B Mini Excavator	0 hr @	\$ 23.25	\$ 8.17	\$ -
Linkbelt Spin Ace	0 hr @	\$ 39.40	\$ 11.00	\$ -
Komatsu PC300 HD-6 Track Hoe	0 hr @	\$ 108.00	\$ 29.87	\$ -
Komatsu PC228 Track Hoe	0 hr @	\$ 48.00	\$ 28.50	\$ -
Volvo ECR 145	3 hr @	\$ 46.50	\$ 27.00	\$ 220.50
WB 140 RT Backhoe Combo	0 hr @	\$ 29.00	\$ 7.17	\$ -
Volvo L90G - Loader	0 hr @	\$ 77.50	\$ 19.85	\$ -
Volvo L70G - Loader	3 hr @	\$ 54.40	\$ 12.45	\$ 200.55
Komatsu WA95-Loader	0 hr @	\$ 36.00	\$ 9.77	\$ -
Komatsu WA250 Loader	0 hr @	\$ 54.40	\$ 12.45	\$ -
Case loader 321-E	0 hr @	\$ 37.80	\$ 16.45	\$ -
Case Mini track loader	0 hr @	\$ 31.90	\$ 6.00	\$ -
Komatsu mini track loader	0 hr @	\$ 32.00	\$ 6.00	\$ -
Cat D-3 -III Dozer	0 hr @	\$ 18.00	\$ 9.77	\$ -
Cat D-5 -II Dozer	0 hr @	\$ 43.00	\$ 11.45	\$ -
SV 210 Roller	0 hr @	\$ 62.00	\$ 8.82	\$ -
SD 40D Roller	0 hr @	\$ 40.00	\$ 9.00	\$ -
DD 22 Roller	0 hr @	\$ 23.50	\$ 7.17	\$ -

Wacker Compactor	0	hr @ \$	12.00	\$	0.95	\$	-
Sweeper	0	hr @ \$	25.00	\$	11.18	\$	-
Asphalt Zipper	0	hr @ \$	40.00	\$	13.18	\$	-
Jet Pump	0	hr @ \$	25.00	\$	14.44	\$	-
Wellpoint Pump	0	hr @ \$	35.00	\$	14.44	\$	-
6" Hyd. Pump & Hose	0	hr @ \$	25.00	\$	13.44	\$	-
3" Diaph. Pump & Hoses	0	hr @ \$	7.25	\$	1.25	\$	-
14" Cut-off Saw	3	hr @ \$	4.15	\$	1.00	\$	15.45
Light Tower 20'	0	hr @ \$	5.85	\$	1.05	\$	-
Road Plates	0	hr @ \$	2.60	\$	-	\$	-
Small/Misc. Tools	3	hr @ \$	10.00	\$	-	\$	30.00
Misc.	0	hr @ \$	-	\$	-	\$	-
Total Equipment						\$	519.20

Unit Price Items

Description	Quantity	Unit Cost	Extension
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
Subtotal			\$ -
			\$ -
Total Material			\$ -

Subcontract Work

Description	Quantity	Unit Cost	Extension
	0 ea @	\$ -	\$ -
Total Subcontract Work			\$ -

DESCRIPTION:

2 loads of fill placed, graded, & compacted for sidewalk elev change

Item Description	Quantity	Labor	Equipment	Materials	Subcontract Work	Total
This Claim	1 ls	172.37	\$ 430.58	\$ 182.34	\$ -	\$ 785.29
	Totals	\$ 172.37	\$ 430.58	\$ 182.34	\$ -	\$ 785.29
Total Work TCLM Ent., Inc.						\$ 785.29
Contractor's Fee Per Contract Section - 0%						\$ -
Subtotal "A"						\$ 785.29
Total Work Subcontractors						\$ -
Contractor's Fee Per Contract Section - 0.0%						\$ -
Subtotal "B"						\$ -
Total Cost A+B						\$ 785.29
Bond Cost 2.50%						\$ 19.63
Total Change Order Amount						\$ 804.92
Total Change Order Day(s)						-

DESCRIPTION:

2 loads of fill placed, graded, & compacted for sidewalk elev change

Labor

Description	Quantity	Hourly Rate	Extension
Superintendence	0 hr @ \$	55.00	\$ -
Foreman	0 hr @ \$	45.00	\$ -
Operator	2 hr @ \$	23.00	\$ 46.00
Driver/Dump	4 hr @ \$	20.00	\$ 80.00
Driver/Lowboy	0 hr @ \$	15.00	\$ -
Pipelaye	0 hr @ \$	18.00	\$ -
Tailman	0 hr @ \$	14.00	\$ -
Hillman	0 hr @ \$	12.00	\$ -
Laborer	0 hr @ \$	12.00	\$ -
Subtotal			\$ 126.00
Labor Burden @ 36.80%			\$ 46.37
Total Labor			\$ 172.37

Equipment

Description	Quantity	Hourly Rate	Operating	Extension
Pick-up - Superint.	0 hr @ \$	4.00	\$ 6.04	\$ -
Pick-up - Foreman	0 hr @ \$	4.00	\$ 6.04	\$ -
Dump - 18 CY	4 hr @ \$	30.00	\$ 22.32	\$ 209.28
Lowboy	0 hr @ \$	68.00	\$ 22.32	\$ -
PC 35 MR3 Mini excavator	0 hr @ \$	45.00	\$ 11.18	\$ -
CX 50B Mini Excavator	0 hr @ \$	45.00	\$ 7.17	\$ -
Cat 235D Track Hoe	0 hr @ \$	138.00	\$ 34.02	\$ -
Komatsu PC300 HD-6 Track Hoe	0 hr @ \$	63.00	\$ 29.87	\$ -
Volvo ECR 145	0 hr @ \$	75.00	\$ 26.99	\$ -
Komatsu PC138 Track Hoe	0 hr @ \$	85.00	\$ 26.99	\$ -
WB 140 RT Backhoe Combo	0 hr @ \$	29.00	\$ 7.17	\$ -
Volvo L90G - Loader	0 hr @ \$	75.00	\$ 17.85	\$ -
Volvo L70G - Loader	2 hr @ \$	70.00	\$ 12.45	\$ 164.90
Komatsu WA95-Loader	0 hr @ \$	36.00	\$ 9.77	\$ -
IT 28G Loader	0 hr @ \$	42.00	\$ 12.45	\$ -
Case loader 321-E	0 hr @ \$	49.00	\$ 15.33	\$ -
Case Mini track loader	0 hr @ \$	40.00	\$ 2.78	\$ -
Komatsu mini track loader	0 hr @ \$	40.00	\$ 14.12	\$ -
Cat D-3 -III Dozer	0 hr @ \$	18.00	\$ 9.77	\$ -
Cat D-5 -II Dozer	0 hr @ \$	43.00	\$ 11.45	\$ -
SV 210 Roller	0 hr @ \$	62.00	\$ 8.82	\$ -
SD 40D Roller	0 hr @ \$	53.00	\$ 5.30	\$ -
DD 22 Roller	0 hr @ \$	15.00	\$ 7.17	\$ -

Bros Mixer	0	hr @ \$	187.00	\$	64.42	\$	-
Sweeper	0	hr @ \$	25.00	\$	11.18	\$	-
Asphalt Zipper	0	hr @ \$	38.00	\$	11.18	\$	-
Jet Pump	0	hr @ \$	24.00	\$	13.44	\$	-
Wellpoint Pump	0	hr @ \$	33.00	\$	13.44	\$	-
6" Hyd. Pump & Hose	0	hr @ \$	24.00	\$	13.44	\$	-
3" Diaph. Pump & Hoses	0	hr @ \$	6.25	\$	0.85	\$	-
14" Cut-off Saw	4	hr @ \$	3.15	\$	0.95	\$	16.40
Light Tower 20'	0	hr @ \$	5.85	\$	1.05	\$	-
Road Plates	0	hr @ \$	2.60	\$	-	\$	-
Small/Misc. Tools	4	hr @ \$	10.00	\$	-	\$	40.00
Misc.	0	hr @ \$	-	\$	-	\$	-
Total Equipment						\$	430.58

Material

Description	Quantity	Unit Cost	Extension
Fill	1 load @	\$ 172.02	\$ 172.02
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
Subtotal			\$ 172.02
6% Sales Tax			\$ 10.32
Total Material			\$ 182.34

Subcontract Work

Description	Quantity	Unit Cost	Extension
	0 ea @	\$ -	\$ -
Total Subcontract Work			\$ -

DESCRIPTION:

Raise existing CB rim elev. And install 4" DIP

Item Description	Quantity	Labor	Equipment	Materials	Subcontract Work	Total
This Claim	1 ls	190.84	\$ 35.06	\$ 160.50	\$ -	\$ 386.40
	Totals	\$ 190.84	\$ 35.06	\$ 160.50	\$ -	\$ 386.40
Total Work TCLM Ent., Inc.						\$ 386.40
Contractor's Fee Per Contract Section - 0%						\$ -
Subtotal "A"						\$ 386.40
Total Work Subcontractors						\$ -
Contractor's Fee Per Contract Section - 0.0%						\$ -
Subtotal "B"						\$ -
Total Cost A+B						\$ 386.40
Bond Cost 2.50%						\$ 9.66
Total Change Order Amount						\$ 396.06
Total Change Order Day(s)						-

DESCRIPTION:

Raise existing CB rim elev. And install 4" DIP

Labor

Description	Quantity		Hourly Rate	Extension
Superintendence	0	hr @ \$	55.00	\$ -
Foreman	1.5	hr @ \$	45.00	\$ 67.50
Operator	0	hr @ \$	23.00	\$ -
Driver/Dump	0	hr @ \$	20.00	\$ -
Driver/Lowboy	0	hr @ \$	15.00	\$ -
Pipelayer	0	hr @ \$	18.00	\$ -
Tailman	0	hr @ \$	14.00	\$ -
Hillman	3	hr @ \$	12.00	\$ 36.00
Laborer	3	hr @ \$	12.00	\$ 36.00
Subtotal				\$ 139.50
Labor Burden @ 36.80%				\$ 51.34
Total Labor				\$ 190.84

Equipment

Description	Quantity		Hourly Rate	Operating	Extension
Pick-up - Superint.	0	hr @ \$	4.00	\$ 6.04	\$ -
Pick-up - Foreman	1.5	hr @ \$	4.00	\$ 6.04	\$ 15.06
Dump - 18 CY	0	hr @ \$	30.00	\$ 22.32	\$ -
Lowboy	0	hr @ \$	68.00	\$ 22.32	\$ -
PC 35 MR3 Mini excavator	0	hr @ \$	45.00	\$ 11.18	\$ -
CX 50B Mini Excavator	0	hr @ \$	45.00	\$ 7.17	\$ -
Cat 235D Track Hoe	0	hr @ \$	138.00	\$ 34.02	\$ -
Komatsu PC300 HD-6 Track Hoe	0	hr @ \$	63.00	\$ 29.87	\$ -
Volvo ECR 145	0	hr @ \$	75.00	\$ 26.99	\$ -
Komatsu PC138 Track Hoe	0	hr @ \$	85.00	\$ 26.99	\$ -
WB 140 RT Backhoe Combo	0	hr @ \$	29.00	\$ 7.17	\$ -
Volvo L90G - Loader	0	hr @ \$	75.00	\$ 17.85	\$ -
Volvo L70G - Loader	0	hr @ \$	70.00	\$ 12.45	\$ -
Komatsu WA95-Loader	0	hr @ \$	36.00	\$ 9.77	\$ -
IT 28G Loader	0	hr @ \$	42.00	\$ 12.45	\$ -
Case loader 321-E	0	hr @ \$	49.00	\$ 15.33	\$ -
Case Mini track loader	0	hr @ \$	40.00	\$ 2.78	\$ -
Komatsu mini track loader	0	hr @ \$	40.00	\$ 14.12	\$ -
Cat D-3 -III Dozer	0	hr @ \$	18.00	\$ 9.77	\$ -
Cat D-5 -II Dozer	0	hr @ \$	43.00	\$ 11.45	\$ -
SV 210 Roller	0	hr @ \$	62.00	\$ 8.82	\$ -
SD 40D Roller	0	hr @ \$	53.00	\$ 5.30	\$ -
DD 22 Roller	0	hr @ \$	15.00	\$ 7.17	\$ -

Bros Mixer	0	hr @ \$	187.00	\$	64.42	\$	-
Sweeper	0	hr @ \$	25.00	\$	11.18	\$	-
Asphalt Zipper	0	hr @ \$	38.00	\$	11.18	\$	-
Jet Pump	0	hr @ \$	24.00	\$	13.44	\$	-
Wellpoint Pump	0	hr @ \$	33.00	\$	13.44	\$	-
6" Hyd. Pump & Hose	0	hr @ \$	24.00	\$	13.44	\$	-
3" Diaph. Pump & Hoses	0	hr @ \$	6.25	\$	0.85	\$	-
14" Cut-off Saw	0	hr @ \$	3.15	\$	0.95	\$	-
Light Tower 20'	0	hr @ \$	5.85	\$	1.05	\$	-
Road Plates	0	hr @ \$	2.60	\$	-	\$	-
Small/Misc. Tools	2	hr @ \$	10.00	\$	-	\$	20.00
Misc.	0	hr @ \$	-	\$	-	\$	-
Total Equipment						\$	35.06

Material

Description	Quantity	Unit Cost	Extension
cement & bricks	1 LS @	\$ 100.00	\$ 100.00
4" Ductile Iron Pipe	1 LS @	\$ 50.00	\$ 50.00
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
Subtotal			\$ 150.00
7% Sales Tax			\$ 10.50
Total Material			\$ 160.50

Subcontract Work

Description	Quantity	Unit Cost	Extension
	0 ea @	\$ -	\$ -
Total Subcontract Work			\$ -

Pathway Enterprises INC.
6797 Augusta Ct
West Palm Beach FL, 33412

Phone: 561-478-4822

Fax: 561-684-1179

Email: sales@pathwayconcrete.com



Invoice

Date	Invoice #
9/16/2020	20-902

Bill To

TCLM ENTERPRISE, INC
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

P.O. No.

Terms

Project

2ND AVENUE

Quantity

Description

Rate

Amount

1,299 4" Sidewalk 1299 SF

3.75 4,871.25

356 Driveway 6" 356 SF

4.25 1,513.00

812.5 Monolithic Sidewalk 812.5 SF

4.75 3,859.38

2 Detectable Warnings 2- 2'x 5' Each

375.00 750.00

Total

\$10,993.63

8

Dan Griffin Sod Co., Inc.

2738 Palm Deer Drive
Loxahatchee, FL 33470

Invoice

Date	Invoice #
9/14/2020	23215

Bill To
TCLM Enterprise, Inc. 13720 Hamlin Blvd. West Palm Beach, FL 33412

P.O. No.	Terms
	Net 15

Description	Quantity	Rate	Amount
Square feet Bahia sod delivered and installed	8,100	0.07111	576.00
Trucking		450.00	450.00
Labor		999.00	999.00
Location: 3395 2nd Ave Lake Worth, FL			
Sales Tax		7.00%	0.00
Total			\$2,025.00

Phone #	Fax #	E-mail
561-719-9974	561-795-6811	griffinsod@aol.com

Change Order No. 3

Date of Issuance: 7/31/2020

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 213

Contractor: TCLM Enterprise, Inc.

Contractor's Project No.:

Engineer: Keshavarz & Associates

Engineer's Project No.: 16-111

Project: Miller Road Drainage Improvements

Contract Name: Alameda Drive

The Contract is modified as follows upon execution of this Change Order:

Description: This covers the work necessary to lower the 2 sewer laterals that are in conflict with the 24" RCP drainage pipe.

Attachments: [List documents supporting change] Change order proposal – TCLM Enterprise, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 70,790.00 (Total Contract \$ 151,149.46)	Original Contract Times: Substantial Completion: <u>October 11, 2019</u> Ready for Final Payment: <u>November 10, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 15,262.00 (Total Contract = \$21,482.64)	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>276 Days</u> Ready for Final Payment: <u>276 Days</u> days
Contract Price prior to this Change Order: \$ 86,052.00 (Total Contract = \$172,632.10)	Contract Times prior to this Change Order: Substantial Completion: <u>July 13, 2020</u> Ready for Final Payment: <u>August 12, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 5,205.82	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>42</u> Ready for Final Payment: <u>42</u> days or dates
Contract Price incorporating this Change Order: \$ 91,257.82 (Total Contract = \$177,837.92)	Contract Times with all approved Change Orders: Substantial Completion: <u>August 24, 2020</u> Ready for Final Payment: <u>September 23, 2020</u> days or dates

RECOMMENDED:
By: John Kelly
Engineer (if required)
Title: Project Engineer
Date: 8/5/20

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Title: Mayor
Date: September 3, 2020

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: President
Date: 7/31/2020

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date:

DESCRIPTION:

Miller Road, VOPS

Remove, lower, and replace sewer laterals

Item Description	Quantity	Labor	Equipment	Materials	Subcontract Work	Total
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This Claim

1 ls	1,861.79	\$ 2,018.96	\$ 535.64	\$ -	\$ 4,416.39
Totals	\$ 1,861.79	\$ 2,018.96	\$ 535.64	\$ -	\$ 4,416.39

Total Work TCLM Ent., Inc.

Contractor's Fee Per Contract Section - 15%	\$ 4,416.39
	\$ 662.46

Subtotal "A" \$ 5,078.85

Total Work Subcontractors

Contractor's Fee Per Contract Section - 0.0%	\$ -
	\$ -

Subtotal "B" \$ -

Total Cost A+B \$ 5,078.85

Bond Cost 2.50% \$ 126.97

Total Change Order Amount \$ 5,205.82

Total Change Order Day(s) 1

There is no roadway restoration included in this price. Pricing is based on excavation of the of the swale to perform this work.

DESCRIPTION:

Remove, lower, and replace sewer laterals

Labor

Description	Quantity	Hourly Rate	Extension
Superintendence	4 hr @	\$ 70.00	\$ 280.00
Foreman	8 hr @	\$ 60.00	\$ 480.00
Operator	0 hr @	\$ 24.00	\$ -
Driver/Dump	0 hr @	\$ 23.50	\$ -
Driver/Lowboy	0 hr @	\$ 22.00	\$ -
Pipelayer	8 hr @	\$ 26.00	\$ 208.00
Tailman	8 hr @	\$ 25.00	\$ 200.00
Hillman	8 hr @	\$ 23.50	\$ 188.00
Laborer	0 hr @	\$ 12.50	\$ -

Subtotal \$ 1,356.00

Labor Burden @ 37.30% \$ 505.79

Total Labor \$ 1,861.79

Equipment

Description	Quantity	Hourly Rate	Operating	Extension
Pick-up - Superint.	4 hr @	\$ 8.50	\$ 5.50	\$ 56.00
Pick-up - Foreman	8 hr @	\$ 8.50	\$ 5.50	\$ 112.00
Dump - 18 CY	0 hr @	\$ 45.00	\$ 25.00	\$ -
	0 hr @	\$ 68.00	\$ 22.32	\$ -
PC 35 MR3 Mini excavator	0 hr @	\$ 40.00	\$ 9.25	\$ -
CX 50B Mini Excavator	0 hr @	\$ 45.00	\$ 9.85	\$ -
Linkbelt Spin Ace	0 hr @	\$ 65.00	\$ 20.00	\$ -
Komatsu PC300 HD-6 Track Hoe	0 hr @	\$ 150.00	\$ 32.50	\$ -
Komatsu PC228 Track Hoe	0 hr @	\$ 85.00	\$ 33.50	\$ -
Volvo ECR 145	8 hr @	\$ 75.00	\$ 30.00	\$ 840.00
WB 140 RT Backhoe Combo	0 hr @	\$ 29.00	\$ 7.17	\$ -
Volvo L90G - Loader	0 hr @	\$ 80.00	\$ 20.20	\$ -
Volvo L70G - Loader	0 hr @	\$ 78.00	\$ 19.00	\$ -
Komatsu WA95-Loader	0 hr @	\$ 40.00	\$ 10.77	\$ -
Komatsu WA 250 Loader	8 hr @	\$ 78.00	\$ 19.00	\$ 776.00
Case loader 321-E	0 hr @	\$ 60.00	\$ 18.00	\$ -
Case Mini track loader	0 hr @	\$ 50.00	\$ 8.50	\$ -
Komatsu mini track loader	0 hr @	\$ 50.00	\$ 9.00	\$ -
Cat D-3 -III Dozer	0 hr @	\$ 18.00	\$ 9.77	\$ -
Cat D-5 -II Dozer	0 hr @	\$ 43.00	\$ 11.45	\$ -
SV 210 Roller	0 hr @	\$ 62.00	\$ 8.82	\$ -
SD 40D Roller	0 hr @	\$ 60.00	\$ 10.00	\$ -
DD 22 Roller	0 hr @	\$ 30.00	\$ 8.00	\$ -

Wacker Compactor	4	hr @ \$	17.50	\$	2.12	\$	78.48
Sweeper	0	hr @ \$	45.00	\$	13.50	\$	-
Asphalt Zipper	0	hr @ \$	60.00	\$	18.50	\$	-
Jet Pump	0	hr @ \$	35.00	\$	16.50	\$	-
Wellpoint Pump	0	hr @ \$	50.00	\$	18.25	\$	-
6" Hyd. Pump & Hose	0	hr @ \$	25.00	\$	13.44	\$	-
3" Diaph. Pump & Hoses	4	hr @ \$	10.00	\$	2.25	\$	49.00
14" Cut-off Saw	4	hr @ \$	8.25	\$	2.12	\$	41.48
Light Tower 20'	0	hr @ \$	5.85	\$	1.05	\$	-
Road Plates	0	hr @ \$	5.25	\$	-	\$	-
Small/Misc. Tools	4	hr @ \$	16.50	\$	-	\$	66.00
Misc.	0	hr @ \$	-	\$	-	\$	-
Total Equipment							\$ 2,018.96

Material

Description	Quantity	Unit Cost	Extension
Pipe & Fittings	1 LS @	\$ 500.60	\$ 500.60
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
Subtotal			\$ 500.60
7% Sales Tax			\$ 35.04
Total Material			\$ 535.64

Subcontract Work

Description	Quantity	Unit Cost	Extension
	0 ea @	\$ -	\$ -
Total Subcontract Work			\$ -



FEL - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Phone: 561-844-3222
Fax: 561-848-7001

Deliver To: 561-248-1470 mario
From: Lance Merritt
Comments:

10:52:45 JUL 29 2020

Page 1 of 1

FEL-POMPANO BEACH, FL WW #125

Price Quotation
Phone: 561-844-3222
Fax: 561-848-7001

Bid No: B444598
Bid Date: 07/29/20
Quoted By: LCM

Cust Phone: 561-248-1470
Terms: NET 10TH PROX

Customer: TCLM
TCLM ENTERPRISES
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Ship To: TCLM
TCLM ENTERPRISES
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Cust PO#:

Job Name: MILLER ROAD

Item	Description	Quantity	Net Price	UM	Total
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	52	3.600	FT	187.20
MUL067326	6 PVC HW SWR GXG 45 ELL	4	25.300	EA	101.20
GMAX6OVERSIZE	6 MAX ADPT UNIV COUP *X	2	106.100	EA	212.20
Net Total:					\$500.60
Tax:					\$35.03
Freight:					\$0.00
Total:					\$535.63

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1208&on=52482>



Date of Issuance: 4/29/20

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 213

Contractor: TCLM Enterprise, Inc.

Contractor's Project No.:

Engineer: Keshavarz & Associates

Engineer's Project No.: 16-1111

Project: Miller Road Drainage Improvements

Contract Name: Alameda Drive

The Contract is modified as follows upon execution of this Change Order:

Description: The Florida Division of Emergency Management sent notification that FEMA has approved the project modifications for the revised drainage installations. It is anticipated that the revised agreement will be added to the May Council agenda, therefore a 155 calendar day extension of the contract time is needed to finalize the project.

Attachments: Change Order Proposal – TCLM Enterprises, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
\$ 70,790.00 (Total Contract = \$151,149.46)	Substantial Completion: <u>October 11, 2019</u>
	Ready for Final Payment: <u>November 10, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :
\$ 15,262.00 (Total Contract = \$21,482.64)	Substantial Completion: <u>161</u>
	Ready for Final Payment: <u>161</u> days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 86,052 (Total Contract = \$172,632.10)	Substantial Completion: <u>March 20, 2020</u>
	Ready for Final Payment: <u>April 19, 2020</u> days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ 0.00	Substantial Completion: <u>115</u>
	Ready for Final Payment: <u>115</u> days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 86,052.00 (Total Contract = \$172,632.10)	Substantial Completion: <u>July 13, 2020</u>
	Ready for Final Payment: <u>August 12, 2020</u> days or dates

RECOMMENDED:
By: Randy Wertepny
Engineer (if required)
Title: Project Manager
Date: _____

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Title: Mayor
Date: 5/14/2020

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: President
Date: 4/29/2020

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Updated Bid

To: Village of Palm Springs

From: TCLM Enterprise, Inc.

Project: Miller Road Drainage Improvements

[illegible]

Original Bid

Miller Road Drainage Improvements

Item	Description	Quantity	Unit	Unit Price	Cost
M1	MOBILIZATION	1	LS	\$5,000.00	\$5,000.00
M2	MAINTENANCE OF TRAFFIC	1	LS	\$1,750.00	\$1,750.00
M3	NPDES COMPLIANCE	1	LS	\$1,400.00	\$1,400.00
M4	SURVEY LAYOUT & RECORD DRAWINGS	1	LS	\$3,500.00	\$3,500.00
M5	GEOTECHNICAL TESTING	1	LS	\$1,350.00	\$1,350.00
M6	CLEARING & GRUBBING	1	LS	\$1,750.00	\$1,750.00
M7	SUPPORT WOOD POWER POLE	1	LS	\$1,700.00	\$1,700.00
M8	REMOVE & REINSTALL SIGN	2	EA	\$ 170.00	\$ 340.00
M9	CLEAN EXISTING STORM STRUCTURE	3	EA	\$ 280.00	\$ 840.00
M10	CLEAN EXISTING STORM PIPE	1	EA	\$1,000.00	\$1,000.00
M11	ASPHALT ROADWAY RESTORATION	42	SY	\$ 100.00	\$4,200.00
M12	6" CONCRETE SIDEWALK WITH MONOLITHIC C	295	LF	\$ 50.00	\$14,750.00
M13	15" RCP	10	LF	\$ 45.00	\$ 450.00
M14	24" RCP	312	LF	\$ 55.00	\$17,160.00
M15	CONCRETE DRIVEWAY REPLACEMENT	1	EA	\$ 4,500.00	\$ 4,500.00
M16	4x4' TYPE P MANHOLE	2	EA	\$ 2,800.00	\$ 5,600.00
M17	CONNECT TO EX STRUCTURE	2	EA	\$ 1,250.00	\$2,500.00
M18	SOD	500	SY	\$ 4.00	\$2,000.00
M19	MISCELLANEOUS RESTORATIONS	1	LS	\$ 500.00	\$ 500.00
M20	Miscellaneous Restorations	1	LS	\$ 500.00	\$ 500.00
TOTAL MILLER ROAD BID AMOUNT				\$ 27,704.00	\$70,790.00

BID PROPOSAL FORM
00310-7



Date of Issuance: 12/18/19

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 213

Contractor: TCLM Enterprise, Inc.

Contractor's Project No.:

Engineer: Keshavarz & Associates

Engineer's Project No.: 16-1111

Project: Miller Road Drainage Improvements

Contract Name: Alameda Drive

The Contract is modified as follows upon execution of this Change Order:

Description: During the initial phases of construction, it was discovered that there were existing utilities not located by the design ticket utility coordination and the existing water main was in a different location from the record drawings and in direct conflict with the proposed 24" storm line which is requiring the proposed storm line to be shifted north toward the limit of the right-away. The construction plans have been modified based upon the found locations of the utilities and the contractor has submitted a change order request for the plan modifications. This modification required the need for a drainage easement that should be approved at the January Council meeting and approval from the State for the plan modifications and as such 160 days is being added to the contract.

Attachments: Change Order Proposal – TCLM Enterprises, Inc.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
\$ 70,790.00 (Total Contract = \$151,149.46)	Substantial Completion: <u>October 11, 2019</u>
	Ready for Final Payment: <u>November 10, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :
\$ 0.00 (Total Contract = \$6,220.64)	Substantial Completion: <u>1</u>
	Ready for Final Payment: <u>1</u> days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 70,790 (Total Contract = \$157,370.10)	Substantial Completion: <u>October 12, 2019</u>
	Ready for Final Payment: <u>November 11, 2019</u> days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ 15,262.00	Substantial Completion: <u>160</u>
	Ready for Final Payment: <u>160</u> days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 86,052.00 (Total Contract = \$172,632.10)	Substantial Completion: <u>March 20, 2020</u>
	Ready for Final Payment: <u>April 19, 2020</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Manager
Date: 12/18/19

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Title: Mayor
Date: January 9, 2020

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: President
Date: 12/18/19

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Updated Bid

To: Village of Palm Springs		From: TCLM Enterprise, Inc.			
Project: Miller Road Drainage Improvements					
Bid	Description	Quantity	Unit	Unit Cost	Total Cost
Item	Of Work				
M1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
M2	Maintenance of Traffic	1	LS	\$ 1,750.00	\$ 1,750.00
M3	NPDES Compliance	1	LS	\$ 1,400.00	\$ 1,400.00
M4	Survey & Recoerd Drawings	1	LS	\$ 3,500.00	\$ 3,500.00
M5	Geotechnical Testing	1	LS	\$ 1,350.00	\$ 1,350.00
M6	Clearing & Grubbing	1	LS	\$ 1,750.00	\$ 1,750.00
	Remove existing 30" RCP	24	LF	\$ 15.00	\$ 360.00
M7	Support Wood power Pole	2	LS	\$ 1,700.00	\$ 3,400.00
M8	Remove & Re-Install sign	2	EA	\$ 170.00	\$ 340.00
	Remove & Reinstall (or replace)sign	1	LS	\$ 2,500.00	\$ 2,500.00
	Wind load calcs for new sign	1	LS	\$ 1,750.00	\$ 1,750.00
M9	Clean Existing Storm Structure	3	EA	\$ 280.00	\$ 840.00
M10	Clean Existing Storm Pipe	1	EA	\$ 1,000.00	\$ 1,000.00
M11	Asphalt Roadway Restoration	42	SY	\$ 100.00	\$ 4,200.00
M12	6" Concrete S/W w/ Mono 6" Curb	295	LF	\$ 50.00	\$ 14,750.00
M13	15" RCP	0	LF	\$ 45.00	\$ -
M14	24" RCP	312	LF	\$ 55.00	\$ 17,160.00
	30" RCP	24	LF	\$ 73.00	\$ 1,752.00
M15	Concrete Driveway Replacement	1	EA	\$ 4,500.00	\$ 4,500.00
	Additional Concrete Removal & Replace	400	SF	\$ 10.00	\$ 4,000.00
	Remove and reinstall fence	90	LF	\$ 10.00	\$ 900.00
	Remove Existing Tree	1	LS	\$ 2,750.00	\$ 2,750.00
M16	4" x 4" Type P MH	2	EA	\$ 2,800.00	\$ 5,600.00
M17	Connect to Existing Structure	2	EA	\$ 1,250.00	\$ 2,500.00
M18	Sod	500	SY	\$ 4.00	\$ 2,000.00
M19	Miscellaneous Restoration	1	LS	\$ 500.00	\$ 500.00
M20	Miscellaneous Restoration	1	LS	\$ 500.00	\$ 500.00
	TOTALS				\$ 86,052.00
				Original	\$70,790.00
				Increase	\$15,262.00

Original Bid

Miller Road Drainage Improvements

Item	Description	Quantity	Unit	Unit Price	Cost
M1	MOBILIZATION	1	LS	\$5,000.00	\$5,000.00
M2	MAINTENANCE OF TRAFFIC	1	LS	\$1,750.00	\$1,750.00
M3	NPDES COMPLIANCE	1	LS	\$1,400.00	\$1,400.00
M4	SURVEY LAYOUT & RECORD DRAWINGS	1	LS	\$3,500.00	\$3,500.00
M5	GEOTECHNICAL TESTING	1	LS	\$1,350.00	\$1,350.00
M6	CLEARING & GRUBBING	1	LS	\$1,750.00	\$1,750.00
M7	SUPPORT WOOD POWER POLE	1	LS	\$1,700.00	\$1,700.00
M8	REMOVE & REINSTALL SIGN	2	EA	\$ 170.00	\$ 340.00
M9	CLEAN EXISTING STORM STRUCTURE	3	EA	\$ 280.00	\$ 840.00
M10	CLEAN EXISTING STORM PIPE	1	EA	\$1,000.00	\$1,000.00
M11	ASPHALT ROADWAY RESTORATION	42	SY	\$ 100.00	\$4,200.00
M12	6' CONCRETE SIDEWALK WITH MONOLITHIC C	295	LF	\$ 50.00	\$14,750.00
M13	15" RCP	10	LF	\$ 45.00	\$ 450.00
M14	24" RCP	312	LF	\$ 55.00	\$17,160.00
M15	CONCRETE DRIVEWAY REPLACEMENT	1	EA	\$ 4,500.00	\$ 4,500.00
M16	4'x4' TYPE P MANHOLE	2	EA	\$ 2,800.00	\$ 5,600.00
M17	CONNECT TO EX STRUCTURE	2	EA	\$ 1,250.00	\$2,500.00
M18	SOD	500	SY	\$ 4.00	\$2,000.00
M19	MISCELLANEOUS RESTORATIONS	1	LS	\$ 500.00	\$ 500.00
M20	Miscellaneous Restorations	1	LS	\$ 500.00	\$ 500.00
TOTAL MILLER ROAD BID AMOUNT				\$ 27,704.00	\$70,790.00

BID PROPOSAL FORM
00310-7

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
TCUM Enterprise, Inc ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *The project consists of furnishing all labor, equipment and materials for the Improvements to Alemeda Drive Drainage Improvements, Miller Road Drainage Improvements as described in the Drawings and Specifications. Generally, the work includes installing approximately ½ mile of pavement and all other incidentals as indicated by the Drawings and specifications or as required to properly complete the project as planned.*

ARTICLE 2 – THE PROJECT

- 2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Alemeda Drive Drainage Improvements, Miller Road Drainage Improvements.*

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Keshavarz & Associates, Inc.
- 3.02 The Owner has retained Keshavarz & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): See BID FORM attached as Section 00310 - Bid Form.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of

Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, the retainage will be reduced in accordance with Florida Statute 218.735; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 7 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been

identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 13, inclusive).
 - 2. Performance bond Section 00610 - Public Construction Bond (Performance Bond) consisting of 1 page
 - 3. Payment bond Section 00620 - Payment Bond consisting of 1 page
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to 6, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Alameda Drive Drainage Improvements, Miller Road Drainage Improvements
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Indemnity

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such

conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:
 - 1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
 - 2. Upon request from the VILLAGE's custodian of public records, 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.
 - 4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains

public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

10.10 Insurance

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
(Bodily Injury and Property Damage)	

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	\$500,000
Each Accident	\$1,000,000
b. Property Damage:	
Each Incident	\$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability	
1) General Aggregate	\$5,000,000
2) Each Occurrence	\$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability	
1) General Aggregate	\$2,000,000
2) Each Occurrence	\$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

a. Village of Palm Springs

10.11 *Audit By Village*

- A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

- A. The CONTRACTOR 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.21 *Termination*

a. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

b. 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) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

c. 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 CONTRACTOR of such occurrence and either the VILLAGE or CONTRACTOR 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 CONTRACTOR for all services performed under this Agreement through the date of termination.

10.22 *Equal Opportunity Employment* CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONTRACTOR's subcontractors and it is the responsibility of CONTRACTOR to ensure subcontractor's compliance.

10.23 *Lobbying*

The Village falls under the Palm Beach County Lobbyist Registration Ordinance and all proposed CONTRACTORS must comply with that ordinance.

10.24 *Debarment and Suspension*

A completed "Certification Regarding Debarment and Suspension" is required prior to award. Upon request, the CONTRACTOR agrees to provide the VILLAGE with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by VILLAGE. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and VILLAGE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The CONTRACTOR must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/contract is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.25 *Energy efficiency*

The CONTRACTOR shall follow the standards and policies contained in the State of Florida Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/30/19 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title: President

Attest:

Title: Village Clerk

Attest:

Title: Notary Public

Approved
as to
Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

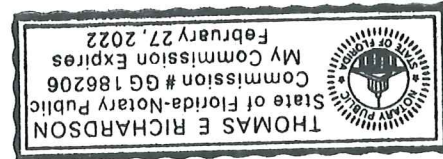
Address for giving notices:

13720 Hamlin Blvd

WPB, FL 33412

License No.:

CGC 046458
(where applicable)



SECTION 00502

CONTRACTOR'S CORPORATE RESOLUTION

OF TCLM Enterprise, Inc.
(Name of Corporation)

WHEREAS, THE VILLAGE OF PALM SPRINGS, an independent municipality of Palm Beach County, has requested bid to do certain work as further set out in its Bid Documents; and

WHEREAS, this corporation has submitted a bid in accordance with the aforementioned Bid Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by THE VILLAGE OF PALM SPRINGS for carrying out the work as set forth in this corporation's bid; and

WHEREAS, this corporation desires to enter into said Agreement with THE VILLAGE OF PALM SPRINGS;

THEREFORE, be it resolved, that Christine Love Basile
the President (title) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of TCLM Enterprise, Inc. (name of corporation) a corporation duly organized and existing under the laws of the State of FL, having its principal place of business at 13720 Hamlin Blvd. WPRB, FL 33412 duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the 10th day of July, 20 19, and now in full force and effect;

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of July, 20 19.

Christine Love Basile
Secretary (CORPORATE SEAL)

END OF SECTION

SECTION 00610

PUBLIC CONSTRUCTION BOND
(PERFORMANCE BOND)

BY THIS BOND, We, TCLM Enterprise, Inc., as
PRINCIPAL,
and The Ohio Casualty Insurance Company, a corporation, as SURETY, are bound to the Village of Palm
springs, Florida, a municipal corporation, hereincalled OWNER, in the sum of \$ One Hundred Fifty One Thousand One
Hundred Forty Nine Dollars and 46/100 for (\$151,149.46)
payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly
and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Performs the contract dated _____, 20____, between PRINCIPAL and
OWNER for construction of the Alameda Drive Drainage Improvements, Miller Road Drainage
Improvements, the contract being made a part of this bond by reference, at the times and in the manner
prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida
Statutes, supply PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in
the prosecution of the work provided for in the contract; and
3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including
appellate proceedings, that OWNER sustains because of a default by PRINCIPAL under the contract; and;
4. Performs the guarantee of all work and materials furnished under the contract for the time
specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities
connected with the contract or the changes does not affect Surety's obligation under this bond.

Dated on _____, 20____.

Principal-Contractor: TCLM Enterprise, Inc.

By: _____

(Principal)

Surety: The Ohio Casualty Insurance Company

By: _____

As Attorney in Fact Jarrett Merlucci
(Power of Attorney to be attached)

By: _____

(Florida Resident Agent) Jarrett Merlucci

END OF SECTION



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197997-964011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton; David R. Hoover; Charles D. Nielson; Kristy Collins; Jarrett Merlucci; Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00620

PAYMENT BOND

BY THIS BOND, We, TCLM Enterprise, Inc., as PRINCIPAL, and The Ohio Casualty Insurance Company, a corporation, as SURETY, are bound to the Village of Palm springs, Florida, a municipal corporation, hereincalled OWNER, in the sum of \$ One Hundred Fifty One Thousand One Hundred Forty Nine Dollars and 46/100 for (\$151,149.46) payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Promptly makes payments to all lienors supplying labor, material and supplies used directly or indirectly by PRINCIPAL in the prosecution of the work provided in the contract dated _____, 20____, between PRINCIPAL and OWNER for construction of the Alameda Drive Drainage Improvements, Miller Road Drainage Improvements. The contract being made a part of this bond by reference; and

2. Pays OWNER all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of default and/or delay by PRINCIPAL under paragraph 1. Of this bond; then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect SURETY's obligation under this bond.

Dated on _____, 20____.

Principal Contractor: TCLM Enterprise, Inc.

By: A. L. M. Pres.
(Principal)

Surety: The Ohio Casualty Insurance Company

By: Jarrett Merlucci
As Attorney in Fact
(Power of Attorney to be attached)

By: Jarrett Merlucci
(Florida Resident Agent)

END OF SECTION

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

PAYMENT BOND
00620-1



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197997-964011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shawn A. Burton; David R. Hoover; Charles D. Nielson; Kristy Collins; Jarrett Merlucci; Charles J. Nielson

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Village of Palm Springs

Executive Brief

AGENDA DATE: October 8, 2020

DEPARTMENT: Public Service

ITEM 6.3: Acceptance of Utility Easement Agreement - Gardenia Avenue Extension - Kirk & Luella Wirkkala (The Wirkkala Family 2005 Revocable Trust)

SUMMARY:

The Public Service Department is requesting the acceptance of a Utility Easement Agreement to provide for the extension of water and wastewater services on Gardenia Avenue. The agreement, if approved, would dedicate a forty foot (40') wide unimproved road access easement located east of the terminus of Gardenia Avenue and east of 39th Avenue South. This property was previously transferred to the adjacent property owners (trusts and individual members of The Wirkkala Family 2005 Revocable Trust) on August 11, 2016, by adoption of Resolution No. 2016-64.

Acceptance of the proposed Utility Easement Agreement would enable the Village to enter and use the easement property and use it at any time, which would include the installation, construction, reconstruction, operation, inspection, maintenance, service, tie-in, removal, relocation, repairing, replacement and improvement to the proposed utilities. The proposed easement will be maintained by the property owner and will not require additional maintenance expense by the Village.

The proposed Utility Easement Agreement was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, Assistant Public Service Director/Engineer, the Utilities Superintendent and the Planning, Zoning & Building Director.

FISCAL IMPACT:

The proposed utility easement agreement will not have a direct fiscal impact to the Village.

ATTACHMENTS:

Proposed Utility Easement Agreement - The Wirkkala Family 2005 Revocable Trust - Gardenia Avenue

Sketch & Description

Resolution 2016-64 Abandonment of ROW

Aerial & Location Map - Gardenia Avenue

Prepared by and return to:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

UTILITY EASEMENT AGREEMENT

THIS GRANT OF A UTILITY EASEMENT ("Easement") is made and entered into this 25th day of August 2020, by and between **Kirt M. Wirkkala and Luella B. Wirkkala, Trustees of The Wirkkala Family 2005 Revocable Trust u/t/a dated August 11, 2005** with a mailing address of 5 School Road East Lempster, NH 03605-3500, hereinafter referred to as the "GRANTOR", and the **VILLAGE OF PALM SPRINGS**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 226 Cypress Lane, Palm Springs, FL 33461-1699.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, tie-in, remove, relocate, repair, replace and improve the utilities and improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement. Grantee shall repair the easement property in the event of any construction activities therein.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall

use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the non-exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this utility easement on the day and year first above written.

WITNESSES:

GRANTOR:

By: Sherri Cummings

By: Kirt M. Wirkkala

Witness name: Sherri Cummings

Name Kirt M. Wirkkala

By: [Signature]

Witness name: Bryant Dole

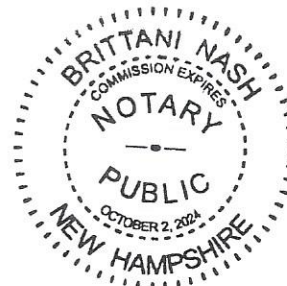
STATE OF FLORIDA N.H. } SS:
COUNTY OF PALM BEACH }
Sullivan

NOTARY CERTIFICATE

Kirt Wirkkala, as _____ for the GRANTOR, personally appeared before me this 25 day of August, 2020 and acknowledged before me that he or she executed the foregoing Utility Easement. I relied upon the following form of identification:

personally known to me; _____
produced driver's license ✓
other (describe) _____

[Signature]
Notary Public Signature



IN WITNESS WHEREOF, the parties have executed this utility easement on the day and year first above written.

WITNESSES:

GRANTOR:

By: Sherri Cummings

By: Luella Wirkkala

Witness name: Sherri Cummings

Name Luella Wirkkala

By: [Signature]

Witness name: Bryant Dole

STATE OF ~~FLORIDA~~ ^{N.H.} } SS:
COUNTY OF ~~PALM BEACH~~ }
Sullivan

NOTARY CERTIFICATE

Luella Wirkkala ^{as} _____ for the GRANTOR, personally appeared before me this 25 day of August, 2020 and acknowledged before me that he or she executed the foregoing Utility Easement. I relied upon the following form of identification:

personally known to me; _____
produced driver's license ✓
other (describe) _____



[Signature]
Notary Public Signature

GRANTEE ACCEPTANCE:

VILLAGE OF PALM SPRINGS

ATTEST:

By: _____
Bev Smith, Mayor

Village Clerk

Approved as to form
and legal sufficiency

By: _____
Date: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing Utility Easement was accepted and acknowledged before me this ____ day
of _____, 202_, by Bev Smith, and _____, Village Clerk,
of the Village of Palm Springs, who are personally known to me.

Notary Public Signature

Exhibit "A"

Description of Utility Easement

The north 40.00 feet of the south 170.00 feet, less the west 170.00 feet of Tract 11, Block 3, LAKEWOOD GARDENS PLAT No. 1, according to the Plat thereof as recorded in Plat Book 18, Page 38 of the Public Record of Palm Beach County, Florida.

SKETCH & DESCRIPTION
PORTION OF TRACT 11, BLOCK 3, LAKEWOOD GARDENS PLAT No. 1
(P.B. 18, PG. 38, P.B.C.R.)

PARCEL CONTROL NUMBER: 70-43-44-19-11-003-0111

LAND DESCRIPTION:

The north 40.00 feet of the south 170.00 feet, less the west 170.00 feet of Tract 11, Block 3, LAKEWOOD GARDENS PLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 18, Page 38, of the Public Records of Palm Beach County, Florida, described as follows:

Said lands lying and situate in the Village of Palm Springs, Palm Beach County, Florida, containing 6,414 square feet, more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Abbreviation Legend: L.B. = Licensed Business; L.W.D.D. = Lake Worth Drainage District; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: _____

7/19/16

Michael D. Aviom

MICHAEL D. AVIOM, P.L.S.
Florida Registration No. 3268
AVIOM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: mike@aviormsurvey.com

NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS



AVIOM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIOM-SURVEY.com

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JOB #: 3734-164

SCALE: 1" = 80'

DATE: 07/19/2016

BY: C.J.W.

CHECKED: M.D.A.

F.B. NONE PG. NONE

SHEET 1 OF 2

SKETCH & DESCRIPTION
PORTION OF TRACT 11, BLOCK 3, LAKEWOOD GARDENS PLAT No. 1
(P.B. 18, PG. 38, P.B.C.R.)

NORTH LINE S.W. 1/4
SECTION 19-44-43

NORTH LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)

L.W.D.D. CANAL No. 11
CANAL ROAD

TRACT 12, BLOCK 3
LAKEWOOD GARDENS, PLAT NO. 1
(P.B. 18, PG. 38, P.B.C.R.)

WEST LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)

39TH AVENUE SOUTH

TRACT 11, BLOCK 3
LAKEWOOD GARDENS,
PLAT NO. 1
(P.B. 18, PG. 38, P.B.C.R.)

WEST LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)

TRACT 10, BLOCK 3
LAKEWOOD GARDENS, PLAT NO. 1
(P.B. 18, PG. 38, P.B.C.R.)

±6,414 SQUARE FEET

GARDENIA AVENUE

LESS WEST 170'

NORTH 40'
OF
SOUTH 170'

SOUTH LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)



SCALE IN FEET

1" = 80'



NOT VALID WITHOUT SHEETS 1 AND 2

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JOB #: 3734-164

SCALE: 1" = 80'

DATE: 07/19/2016

BY: C.J.W.

CHECKED: M.D.A.

F.B. NONE **PG.** NONE

SHEET 2 **OF** 2



CFN 20160379918

RESOLUTION NO. 2016-64 OR BK 28662 PG 0630

RECORDED 10/26/2016 15:28:28

Palm Beach County, Florida

Sharon R. Kirk, Clerk of the Village of Palm Springs, Florida

Page 0630 of 0630 (7998)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN AND TO AN UNIMPROVED FORTY FOOT WIDE ROAD RIGHT-OF-WAY LOCATED EAST OF THE TERMINUS OF GARDENIA AVENUE AND EAST OF 39TH AVENUE SOUTH, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AND RESERVING AN ACCESS EASEMENT, AS DESCRIBED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, PROVIDING FOR RECORDATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gardenia Avenue is an unimproved right-of-way had been dedicated to the Village in 2012 by Mr. & Mrs. Wirkkala for public road purposes. The Village Council accepted the dedication via Resolution 2012-20, (an unimproved 40' right-of-way), (hereinafter the "subject right-of-way"), within the Village of Palm Springs, Florida ("Village"); and

WHEREAS, the subject right-of-way is generally located approximately 460' east of Kirk Road and is approximately 6,414 square feet (0.147 acres) and is legally described on the survey attached hereto and incorporated herein as **Exhibit "A"**; and;

WHEREAS, the Subject Right-Of-Way has never been used as a right-of-way, is not part of a state or federal highway system, and has not been acquired for state or federal highway purposes; and

WHEREAS, the Subject Right-Of-Way is within the corporate limits of the Village, and is under the control and jurisdiction of the Village; and

WHEREAS, the Land Development Board of the Village of Palm Springs, Florida has heard the request for abandonment of the road right-of-way; and

WHEREAS, the Village Council has held a public hearing on August 11, 2016, and has determined the abandonment described herein shall not materially interfere with the roadway system of the Village, and shall not materially deprive any person of a reasonable means of access or otherwise adversely affect other property owners within the Village; and.

WHEREAS, the Village Council has considered whether the Application meets the Village's regulations for the abandonment of public rights-of-way; and,

WHEREAS, the Village Council has determined that the Subject Right-Of-Way is no longer necessary or needed by the public; and,

WHEREAS, the Village Council deems it in the best interest of the public to

Resolution No. 2016-64

abandon the Subject Right-Of-Way, as herein described upon the conditions herein provided.

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

Section 1. The Whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Village Council.

Section 2. The Village Council hereby approves the abandonment of the Subject Right-Of-Way as legally described on **Exhibit "A"** which is attached hereto, and incorporated herein, reserving an access easement over the right of way described in Exhibit "A" for the public, as more particularly described in Exhibit "B" which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Upon its complete execution by the parties, the Village Clerk shall record a certified copy of this Resolution with the Clerk of the Circuit Court.

Section 5. This Resolution shall take effect immediately upon adoption.

Council Member Brinkman offered the foregoing Motion to approve the 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	☒	☐	☐
JONI BRINKMAN, VICE MAYOR	☒	☐	☐
PATTI WALLER, MAYOR PRO TEM	☒	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☒	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☒	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 11th day of August, 2016.

The Mayor thereupon declared this Resolution duly passed and adopted this
28th day of July, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: 
BEV SMITH, MAYOR

ATTEST:

BY: 
SUSAN CALJEAN, VILLAGE CLERK

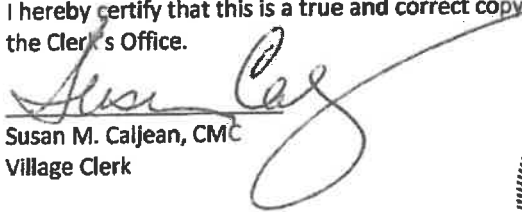
REVIEWED FOR FORM AND LEGAL SUFFICIENCY

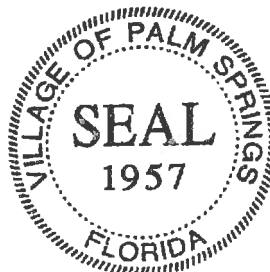
BY: 
GLEN J. TORCIVIA, VILLAGE ATTORNEY



STATE OF FLORIDA
COUNTY OF PALM BEACH
VILLAGE OF PALM SPRINGS

I hereby certify that this is a true and correct copy of Resolution No. 2016-64 and the original is on file in
the Clerk's Office.


Susan M. Caljean, CMC
Village Clerk



Resolution No. 2016-64

Exhibit "A"
Sketch & Description

Resolution No. 2016-64

Exhibit "B"
Access Easement Area

The north 40 feet of the south 170 feet, less the west 170 feet and east 50 feet of Tract 11, Block 3, LAKEWOOD GARDENS PLAT NO. 1, according to the Plat thereof, as recorded in Plat Book 18, Page 38, of the Public Records of Palm Beach County, Florida.

SKETCH & DESCRIPTION
PORTION OF TRACT 11, BLOCK 3, LAKEWOOD GARDENS PLAT No. 1
(P.B. 18, PG. 38, P.B.C.R.)

PARCEL CONTROL NUMBER: 70-43-44-19-11-003-0111

LAND DESCRIPTION:

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Said lands lying and situate in the Village of Palm Springs, Palm Beach County, Florida, containing 6,414 square feet, more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other Instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Abbreviation Legend: L.B. = Licensed Business; L.W.D.D. = Lake Worth Drainage District; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: _____

7/19/16

Michael D. Avrom

MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: mike@aviromsurvey.com

NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS



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JOB #:	3734-164
SCALE:	1" = 80'
DATE:	07/19/2016
BY:	C.J.W.
CHECKED:	M.D.A.
F.B.	NONE
PG.	NONE
SHEET	1 OF 2

SKETCH & DESCRIPTION
PORTION OF TRACT 11, BLOCK 3, LAKEWOOD GARDENS PLAT No. 1
(P.B. 18, PG. 38, P.B.C.R.)

NORTH LINE S.W. 1/4
SECTION 19-44-43

NORTH LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)

L.W.D.D. CANAL No. 11
CANAL ROAD

TRACT 12, BLOCK 3
LAKEWOOD GARDENS, PLAT NO. 1
(P.B. 18, PG. 38, P.B.C.R.)

WEST LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)

39TH AVENUE SOUTH

TRACT 11, BLOCK 3
LAKEWOOD GARDENS,
PLAT NO. 1
(P.B. 18, PG. 38, P.B.C.R.)

WEST LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)

TRACT 10, BLOCK 3
LAKEWOOD GARDENS, PLAT NO. 1
(P.B. 18, PG. 38, P.B.C.R.)

±6,414 SQUARE FEET

GARDENIA AVENUE

LESS WEST 170'

NORTH 40'
OF
SOUTH 170'

SOUTH LINE TRACT 11, BLOCK 3
(P.B. 18, PG. 38, P.B.C.R.)

80 40 0 80

SCALE IN FEET

1" = 80'



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JOB #: 3734-164

SCALE: 1" = 80'

DATE: 07/19/2016

BY: C.J.W.

CHECKED: M.D.A.

F.B. NONE PG. NONE

SHEET 2 OF 2



Canal Rd

Canal Rd

Canal Rd

Narcissus Ave

39th Dr S

39th Ave S

Kirk Rd

Corrigan Ct

Gardenia Ave

Gardenia Ave

39th Ave S

Corrigan Ct



Village of Palm Springs

Executive Brief

AGENDA DATE: October 8, 2020

DEPARTMENT: Library

ITEM 7.1: Presentation of Plaque to Village Library in Honor of Jeanette J. Guerty

SUMMARY:

Harold Guerty and his daughter, Denise Ann Guerty will present a plaque in honor of Jeanette J. Guerty, one of the instrumental founders of the Village of Palm Springs Library. A native from Michigan, Jeanette J. Guerty grew up in a working-class family and worked hard to achieve a Bachelor of Science degree in Biology. She worked for Park Davis Pharmaceuticals, raised a family, and after moving to Palm Springs was elected to the Village of Palm Springs Council. As a Council Member and Vice-Mayor, she worked hard for the Library to get their building. Unfortunately, she did not see the fruition of her labor; she passed away from cancer at the age of 37 in 1978. Shortly after she passed, the library was built and named in her honor. Although she was a very humble person, she would be proud of the important role that this library has played in the life of the Village all these years. The Jeanette J. Guerty Library of the Village of Palm Springs continues to serve the community through increased educational, technological, and e-learning opportunities opportunities.

FISCAL IMPACT:

There is no fiscal impact for the Village.

ATTACHMENTS:



Village of Palm Springs

Executive Brief

AGENDA DATE: October 8, 2020

DEPARTMENT: Library

ITEM 7.2: City Government Month in Palm Springs - October 19-25, 2020

SUMMARY:

Every year the Village of Palm Springs celebrates Florida City Government Week with a month of activities engaging with local students and even inviting them to shadow elected officials in an actual Village Council Meeting. Due to the pandemic, this year has been difficult for students, teachers and schools and visiting on campus is not a possibility. However, this year, through the National League of Cities Census and Democracy Grant, the Village of Palm Springs will be able to host a virtual training series called: "Youth Citizen Ambassador" for local teens interested in leadership.

FISCAL IMPACT:

Educated citizens will improve their future economic opportunities and thus benefit our city.

ATTACHMENTS:

Proclamation - City Government Month in Palm Springs

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Month is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, city government month is a very important opportunity to spread the word to all citizens that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Village encourages all citizens, city government officials, and employees to do everything possible to ensure that this month is recognized and celebrated accordingly.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs do hereby proclaim the month of October 2020 as:

"City Government Month in Palm Springs"



*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *October 8, 2020*

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, Friends of the Palm Springs Public Library support the staff, volunteer, raise money for special projects - providing the resources for additional programming, and special events throughout the year;

WHEREAS, the work of the Friends highlights on an on-going basis of the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

WHEREAS, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

WHEREAS, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, I BEV SMITH, Mayor of the Village of Palm Springs encourage everyone to join the Friends of the Palm Springs Library and do hereby proclaim the week of October 16-22, 2020 as:

"National Friends of Libraries Week

*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor ***Beverly Smith***

Date ***October 8, 2020***



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, mediation is an informal and non-adversarial process in which a neutral and impartial third party aims to facilitate communication and negotiation between the disputing parties, and to help them reach a mutually acceptable and voluntary agreement, without prescribing what it should be; and

WHEREAS, mediation and other voluntary collaborative dispute resolutions; and

WHEREAS, mediators and other dispute resolution practitioners, through their concentrated expertise in helping parties find lasting solutions to complex problems, have continually demonstrated the value of the field of alternative dispute resolution; and

WHEREAS, mediation practices and skills are being applied in the workplace by leaders, managers and supervisors who have embraced the power and efficiency of open communication and collaborative problem solving; and

WHEREAS, mediation along with the principles and practices that it embodies can be a crucial tool for peacemaking between individuals, groups, units, neighborhoods, as well as governments and our region continues to be a leader in those efforts; and

WHEREAS, professional associations of conflict resolvers are promoting the peaceful and creative resolution of disputes; and

WHEREAS, the Village of Palm Springs extends its appreciation to the members of the Palm Beach County Bar Association and especially to the members of the Alternative Dispute Resolution Committee for its efforts to promote alternative conflict resolutions throughout Palm Beach County.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of October 11 to 17, 2020, as:

"MEDIATION WEEK"



*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *October 8, 2020*



Village of Palm Springs

Executive Brief

AGENDA DATE: October 8, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1: Proposed Ordinance No. 2020-11 - Village Comprehensive Plan Text Amendment - Water Supply Plan Update (*Second Reading*)

SUMMARY:

The Planning, Zoning & Building Department is proposing text amendments to the Infrastructure, Conservation, and Capital Improvements Elements to adopt the Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030) by reference into the Village's Comprehensive Plan. The Village Council approved an update to the Village's water supply facilities work plan to be consistent with the South Florida Water Management District's 2018 Lower East Coast Water Supply Plan during the Council's Meeting on July 23, 2020. This plan addresses water supply related issues of the region and provides a framework to meet the water needs of all users (i.e., agriculture, conservation, urban uses) through 2040.

Each government's update to its water supply facilities work plan includes:

- Updated population projections
- Projections of the water needs for the projected populations and businesses in the utility service area
- Methods to ensure adequate water supply through the planning period and plans for alternative sources of raw water to ensure long-term availability
- Actions, programs or initiatives to promote water conservation & reduce water use
- Annual update to the Capital Improvements Program (CIP), which also includes non-water supply related capital projects

Note: The proposed water supply plan was preceded by the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025) approved in June 2015 (Resolution No. 2015-35) and adopted by reference into the Village's Comprehensive Plan on July 9, 2015 (Ordinance No. 2015-22).

The proposed comprehensive plan amendments were submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

The Planning & Zoning Board considered the proposed Water Supply Facilities Work Plan (2020-2030) and the related comprehensive plan amendments during their meeting on July 14, 2020, and recommended approval.

The Local Planning Agency (LPA) considered the proposed Water Supply Facilities Work Plan and related Village Comprehensive Plan amendments during its regular meeting on July 23, 2020, and recommended approval.

The proposed comprehensive plan text amendments were prepared by the Village's consulting engineers, Kimley-Horn, and reviewed by the Planning, Zoning & Building Director, Public Service Director, Village Attorney, Palm Beach County staff, and the South Florida Water Management District staff.

The proposed comprehensive plan text amendments were forwarded for state and regional agency review, including the Florida Department of Economic Opportunity (DEO) and the South Florida Water Management District (SFWMD). SFWMD requested clarifications be made in the Water Supply Facilities Work Plan, which were minor in nature, but no comments were raised on the comprehensive plan amendments. The revisions are administrative in nature, providing clarifications and do not affect the conclusions regarding water supply/demand projections or capital project needs through the planning period.

The proposed ordinance was approved by the Village Council on July 23, 2020, and is being presented for consideration on 2nd and final reading.

Note: Following final approval of the FY 2021 Budget (September 24, 2020), the 5-Year Schedule of Capital Improvements within the Capital Improvements Element will be formally amended to include the proposed water supply-related capital projects and to update the schedule based on the approved Capital Budget Plan (anticipated for the November 12, 2020 Village Council meeting).

FISCAL IMPACT:

The Village's proposed capital improvements (and estimated costs) are provided to ensure that our potable water operations meet the highest standards. These projects/improvements will also be included within the Village's Capital Improvement Program and will annually be presented for budget approval.

ATTACHMENTS:

Proposed Ordinance No. 2020-11 - Comprehensive Plan Amendments - 10-Year Water Supply Facilities Work Plan

Proposed Comprehensive Plan Amendments - 10-Year Water Supply Facilities Work Plan (Exhibit "A" to Ordinance No. 2020-11)

Proposed Water Supply Facilities Work Plan Revisions - Kimley-Horn Letter to the SFWMD - September 2020

Proposed Water Supply Capital Improvement Projects - 10-Year Water Supply Facilities Work Plan
Adopted 10-Year Water Supply Facilities Work Plan - Revised September, 2020

ORDINANCE NO. 2020-11

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALMS SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE’S INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS OF THE COMPREHENSIVE PLAN, INCLUDING THE 5-YEAR SCHEDULE FOR CAPITAL IMPROVEMENTS, TO REFLECT THE UPDATE TO THE WATER SUPPLY FACILITIES PLAN FOR THE VILLAGE OF PALM SPRINGS (2020-2030), WHICH AMENDMENTS ARE MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

WHEREAS, the Village Council (“Council”) of the Village of Palm Springs, Florida (“Village”) has adopted a Comprehensive Plan (“Plan”) pursuant to the “Local Government Comprehensive Planning and Land Development Regulation Act”; and

WHEREAS, the Village’s Plan has been determined to be “in compliance” with the provisions of the Act and Rule 9J-5 of the Florida Administrative Code; and

WHEREAS, the Council wishes to amend the Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvements Elements of the Comprehensive Plan, Including the 5-Year Schedule for Capital Improvements, to reflect the update to the Water Supply Facilities Plan for the Village of Palm Springs (2020-2030); and

WHEREAS, the Village’s LPA has considered the proposed amendments at a duly advertised meeting and has recommended that the Council adopt the Plan Amendments as set forth in the attached Exhibit “A”; and

WHEREAS, the Council has held all required public hearings; both prior to transmittal and submission of the proposed amendments to the Plan to the Florida Department of Economic Opportunity, and after the proposed amendments to the Plan were returned to the Village, in accordance with Chapter 163, F.S.; and

NOW THEREFORE, BE IT ORDAINED 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 current Comprehensive Plan dated November 9, 1989, as amended, to modify the Infrastructure, Conservation, Intergovernmental Coordination, and Capital Improvements Elements of the Comprehensive Plan, Including the 5-Year Schedule for Capital Improvements, to reflect the updated Water Supply Facilities Plan for the Village of Palm Springs (2020-2030), which amendment consists of the pages attached hereto as Exhibit “A” and made a part hereof, and which will be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the Village Clerk.

Section 2. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 3. The Village Clerk is hereby directed to transmit copies of the amendments to the Comprehensive Plan to the Department of Economic Opportunity as the State Land Planning Agency, and all other interested parties, along with a copy to the Treasure Coast Regional Planning Council, South Florida Water Management District, and to any other unit of local government who has filed written request for a copy, within ten (10) working days after adoption, in accordance with Section 163.3184, Florida Statutes.

Section 4. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict with this Ordinance 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. The effective date of this Plan Amendment shall be in accordance with Section 163.3184, F.S.; however, no later than thirty-one (31) days after the State Land Planning Agency has received the completed Amendment package. No development order, development permits or land uses dependent on this Amendment may be issued or commence before the Amendment has become effective.

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:

Ordinance 2020-11 – Comprehensive Plan Amendments – Water Supply Plan

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

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 _____, 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Chapter IV
Infrastructure Element
(Sanitary Sewer, Solid Waste, Drainage, Potable Water
and Natural Groundwater Aquifer Recharge)
Goal, Objectives and Policies

- Goal:*** "An efficient and effective System of Village owned public utilities that are operated and maintained in accordance with accepted levels of service, which promote orderly urban growth; and providing for the general health, safety and welfare of the Village residents, as well as, the Village's designated service area."
- Objective A:*** Ensure through the land development approval process that, at the time a building permit is issued, adequate public facility capacity is available or will be available at the time of occupancy.
- Policy A.1:*** All Goals, Objectives and Policies applicable to potable water are located in the Potable Water Sub-Element within this Infrastructure Element.
- Policy A.2:*** The Public Works Department shall maintain a current record of the level of service for sanitary sewer, solid waste and drainage. The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together any capacity demands committed through concurrency reservations for building permits approved prior to and subsequent to the adoption of the Comprehensive Plan but not receiving services and existing services being delivered. Subtract that total from the design capacity of the facility; the remainder is the capacity available to serve the new development project.
- Policy A.3:*** Public facility Level of Service standards as displayed on Table 2 are hereby adopted, and shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development project.

TABLE 2
VILLAGE OF PALM SPRINGS PUBLIC FACILITY CONCURRENCY
MANAGEMENT SYSTEM

PUBLIC FACILITY	LEVEL OF SERVICE STANDARD
Sanitary Sewer	Average Daily Sewage Generation Rate Residential: Single Family 350 gallons/day/dwelling unit Multiple Family 250 gallons/day/dwelling unit Non-Residential: 0.20 gallons/acre/day
Solid Waste	Average Generation Rate Garbage: 4.92 lbs./capita/day Trash: 1.75 lbs./capita/day
Drainage	Design Storm: Three (3) year frequency, 24-hour (one day duration; rainfall intensity curve as established by the South Florida Water Management District).
<i>Policy A.4:</i>	All development and/or redevelopment activities shall be reviewed in a manner consistent with adopted Level of Service standards as part of the site plan review and land development process.
<i>Policy A.5:</i>	The Public Works Department shall, in cooperation with the public utility service providers update facility demand and capacity information, as development permits are issued.
<i>Policy A.6:</i>	Prohibit the installation of additional septic tank systems, and require all new developments be served by the central wastewater system. Require all new developments to be served by central water systems.
<i>Policy A.7:</i>	Prohibit the installation of individual wells in proximity to the one (1) foot drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

**Potable Water Sub-Element
Goal, Objectives and Policies**

Goal: “Protect the health, safety and welfare of the public while preserving a high-quality potable water supply for current and future use that complies with regulatory requirements.”

Objective B: ***Potable Water Facilities and Level of Services:***
Continue to preserve the potable water supply as resource, both in quantity and quality by maximizing the use of existing facilities, correcting facility deficiencies and enhancing the ability to meet or exceed adopted Level of Service Standards during the ten year planning period applicable to the Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~ 2020-2030).

Policy B.1: It will be necessary to coordinate land uses and future land use changes with the availability of water supplies and the water supply facilities.

Policy B.1.1: During the building permit stage, water supply concurrency must be met.

Policy B.1.2: The sharing and updating of information to meet ongoing water supply needs and establishing LOS standards shall occur through coordination between SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~ Lake Worth Beach Water Utilities Department, and Atlantis.

Policy B.2: Based on historic data and projected growth patterns, the Village shall adopt and impose the following LOS standards for potable water as the basis for determining the availability of facility capacity and planning for demand to be generated by development.

Policy B.2.1: The LOS standards for residential users will be:

A. 82 GPCD (GALLONS PER CAPITA/DAILY) LOS shall be utilized for that area served by the VPSUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area.

B. 115 GPCD LOS shall be utilized for that area served by the PBCWUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area.

Policy B.2.2: The LOS standards for additional water supply measures are:

A. A minimum pressure of 20 pounds per square inch shall be maintained.

B. 25% of the maximum daily flow + fire demand (120 min. x 1,000 gpm) shall be maintained in storage capacity.

Policy B.3: Require all new developments to be served by central water systems.

Policy B.4: With any addition to the Village of Palm Springs' service area, the Village shall redefine their service area boundaries by Ordinance, as per provisions of Chapter 180, Florida Statutes, as amended.

Policy B.4.1: Coordination among SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~ Lake Worth Beach Water Utilities Department, and Atlantis will occur should a change in service area occur or an annexation occurs in the Village.

Policy B.5: When the Village's potable water facility reaches 80% percent of the SFWMD CUP and/or FDEP permitted plant capacity, the Village shall consider revising the Capital Improvement Plans, initiate FDEP permit modifications or renewal procedures, or seek a modification to increase the allocation under the CUP.

Policy B.6: The Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~ 2020-2030) adopted ~~May 14, 2015~~ [adoption date to be inserted] is incorporated herein by reference. The Village will continue to make appropriate changes to the Comprehensive Plan, LDC and other policies/regulations in order to implement the updated Water Supply Facilities Work Plan (~~2015-2025~~ 2020-2030).

Policy B.7: The Village shall c o m p l y w i t h the Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~ 2020-2030) adopted ~~May 14, 2015~~ [adoption date to be inserted], which has been updated to be consistent with the SFWMD Lower East Coast Water Supply Plan update, published on January 14, 2019.

Policy B.7.1: The Plan, at a minimum, shall identify new or proposed water supply facilities that are necessary to serve existing and new development through ~~2018~~ 2030.

Policy B.8: The Village's water system shall be maintained in a manner which meets or exceeds quality standards of regulatory agencies.

Policy B.8.1: The Village will coordinate with the SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~ Lake Worth Beach Water Utilities Department, and Atlantis to evaluate water consumption rates to ensure consistency with LOS and permitted amounts.

Policy B.9: Prohibit the installation of individual wells in proximity to the one (1) foot drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

- Policy B.10:* Maintain a monitoring program of existing well fields to assure that the quality and quantity of potable water drawn from Village wells does not threaten the general health and welfare of the community or the regional system, including the Lake Okeechobee service area and Water Conservation Areas.
- Policy B.11:* ~~Locate new well fields, as the need becomes evident, in areas where the groundwater supply is not threatened by potential pollution sources.~~
[reserved]
- Policy B.12:* The Village shall ~~increase the number of~~ maintain wells to provide adequate capacities, as permitted by the South Florida Water Management District (SFWMD), to service new development activities and usage.
- Policy B.13:* The Village shall ~~e~~Expand water treatment facilities to meet or exceed maximum day withdrawal from the raw water supply in accordance with the current water use permit.
- Policy B.14:* Increase water storage capacity consistent with water system expansions.
- Policy B.15:* As expansion to the water system occurs, loop distribution lines to maintain water quality in the lines and provide for more even water pressure.
- Policy B.16:* Assure that fire flow requirements are met as the water system is expanded.
- Objective C:*** ***Aquifer Sustainability:*** Provide adequate potable water services to the service area while carefully considering aquifer water production limitations.
- Policy C.1:* In coordination with SFWMD, Palm Beach County Water Utilities Lake Clark Shores, ~~Green Acres~~ Lake Worth Beach Water Utilities Department, and Atlantis, the Village shall identify long-term water supply strategies that are consistent with applicable use permits and appropriate regional Water Supply Plans.
- Policy C.2:* The Village shall participate in the water supply planning process, which includes the SFWMD and pertinent government entities, with the intention of developing a regional water supply plan that ensures sufficient quantity and quality of potable water resources are available for future use without creating unacceptable implications on natural resources.
- Policy C.3:* Coordination with SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~ Lake Worth Beach Water Utilities Department, and Atlantis will be undertaken to evaluate opportunities for additional water supply sources and recovery technologies when the Village considers new or expanded facilities.

Objective D: **Existing Facilities and Urban Sprawl:** Maximize the use of existing facilities, discourage urban sprawl and coordinate future expansion plans consistent with projected needs to accommodate development at the densities permitted in the Future Land Use Element of the Comprehensive Plan.

Policy D.1 Where appropriate, the Village shall require developers to submit a report for all LOS-based potable water systems expansion projects prior to issuance of a development order which demonstrates that development projects are consistent with **Objective D**.

Policy D.2 The Village shall allow development (based on the FLUM) only in areas that have sufficient existing or planned capacity for potable water facilities and where connection is available.

Objective E: **Water Conservation:** Actively participate in potable water conservation practices and programs on an ongoing, as well as, on an emergency basis.

Policy E.1: Promote the use of non-potable water for uses other than for human consumption as part of the site plan and land development review process when the health of the citizenry is not threatened, such as for irrigation at recreational and governmental sites.

Policy E.2: Maintain a Landscape Ordinance which requires the use of water- efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all new automatic irrigation systems and requires the conservation of water in irrigation by promoting the use of native vegetation and/or the SFWMD's Florida Friendly Landscaping practices when considering all proposals for development and/or redevelopment.

Policy E.2.1: The City will continue to enforce the SFWMD's lawn and landscape irrigation rule, which limits irrigation to three days per week (based on address) between the hours of 12 a.m. to 10 a.m. AND/OR 4 p.m. to 11:59 p.m. with some exceptions, as may be revised.

Policy E.3: Maintain regulatory codes, consistent with Section 553 of the Water Conservation Act, F.S., to promote the use of low volume fixtures and other water saving devices in both public facilities, as well as, in private use.

Policy E.4: The Village will promote and educate developers and the public regarding the use of low impact development techniques such as the Florida Water StarSM program, which is a point based, new home certification program for water-efficient developments, similar to the Federal Energy Star program.

Policy E.4.1: The Village shall issue no development orders or development permits without first consulting with the Village of Palm Springs Utilities Department and the Palm Beach County Water Utilities Department to determine whether adequate water supplies to serve the development will be

available no later than the anticipated date of issuance by the Village of a certificate of occupancy or its functional equivalent. The Village will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its equivalent.

Policy E.5: The Village shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code, upon declaration of a water shortage emergency by the South Florida Water Management District.

Policy E.5.1 The Village shall continue to enforce SFWMD's year-round landscape watering restrictions, which are codified in Village code.

Policy E.6: A contingency plan shall be maintained for restricted use of the potable water supply in times when current supply is insufficient or inadequate.

Policy E.7: In an effort to facilitate better water conservation management, the Village shall strive to reduce consumptive water use for the Village's water system by continuing graduated water use rates (Ordinance 2015-17), that establish a premium charge for potable water usage above the LOS standards developed in Policies B.2.1 and B.2.2.

Policy E.7.1: The Village shall inform residents and businesses of, and shall encourage their participation in, the local and regional water conservation programs. These information and educational programs shall include the following types of efforts:

- a. Brochures and signage to be made available at Village Hall.
- b. Pursuing funding through SFWMD Community education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- c. Inviting speakers for forums or workshops at Village Hall.

Policy E.7.2: The Village shall continue a leak detection and repair program for all Village facilities. It shall also encourage its citizens to adopt such a program for their own individual properties.

Objective F: ***Alternative Water Supplies:*** When appropriate, the Village shall explore opportunities to use alternative water supplies as sources for future water needs.

Policy F.1: The Village shall utilize alternative water supply sources, if feasible, when improving or expanding the watersystem.

Policy F.2: The Village shall encourage other suppliers of potable water to the Village to utilize alternative water supply sources, if feasible, when improving or expanding the water system that serves the Village.

- Objective G:** Continually coordinate with the City of West Palm Beach, the designated service agent for the "East Central" sub- regional system, during the five (5) year planning period, to continue to provide sanitary sewer treatment facilities and services to meet existing and projected future wastewater demands for the sub-region with continued transmission of the Village's wastewater to the regional facility through Interlocal Agreements with both Palm Beach County and the City of Lake Worth Beach.
- Policy G.1:* Require a high level of service for the residents of the Village by the utility service agent that is consistent with the Interlocal Agreements with Palm Beach County and the City of Lake Worth Beach.
- Policy G.2:* Ensure constant monitoring of rate structures so that the lowest possible cost results to the Village ratepayer. The Village should perform a rate structure study, as appropriate.
- Policy G.3:* Maintain a high level of coordination between the Village and the utility service agent that is consistent with terms and conditions of the Interlocal Agreements.
- Policy G.4:* Continue participation in the "East Central" sub-region through sub-agreements for the Collection and transmission of wastewater with the City of Lake Worth Beach and Palm Beach County.
- Policy G.5:* The Village staff shall study and explore the legal and management alternatives available to the Village to facilitate its efficient service to the unincorporated portion of their service area.
- Policy G.6:* By 2025, the Village shall evaluate the feasibility of extending available reclaimed water from a neighboring municipality as a source for lawn/landscaping irrigation within the Palm Springs utility service area.
- Objective H:** Continue to provide a central wastewater collection system to the citizens of the Palm Springs' service area during the five (5) year planning period.
- Policy H.1:* Maintain and update the Village's wastewater master plan within the five (5) year planning period as a guide to economically program necessary improvements to the wastewater collection system.
- Policy H.2:* Update and expand, as necessary, Village development regulations to require the construction of wastewater facilities that are in conformance with standards set forth by the Village at the developer's cost.

- Policy H.3:* The Village shall continue as the service agent for the maintenance and operation of the wastewater collection system within the Palm Springs' service area.
- Objective I:*** The Village of Palm Springs shall continue to provide drainage services during the five (5) year planning period to meet existing and future demand in order to prevent or minimize flood hazards.
- Policy I.1:* Provide a proper mix of surface and subterranean drainage facilities which will effectively receive and direct stormwater runoff. This provision shall be maintained in the site plan review procedures of the Palm Springs' Land Development Code Ordinance.
- Policy I.2:* Improve existing stormwater drainage facilities where needed, especially in special flood hazard areas surrounding the lakes within the Village consistent with the Five (5) Year Schedule of Improvements.
- Policy I.3:* Ensure adequate stormwater drainage is provided in proposed developments by requiring developers to be responsible for providing the necessary drainage facilities. This provision shall be made in the site plan review procedures of the Palm Springs' Comprehensive Zoning Ordinance.
- Policy I.4:* Continue to update and maintain land development regulations which provide for adequate drainage facilities in conformance with the allowable stormwater discharge criteria established by the South Florida Water Management District, and which discharge criteria established by the South Florida Water Management District, and which address minimizing pollution into the lakes and canals in the Village.
- Policy I.5:* Continually maintain close liaison and coordination with the Lake Worth Drainage District to assure that the Village has input into the District's Plan of Reclamation during the five (5) year planning period.
- Policy I.6:* Require appropriate land uses in flood prone areas, as per the requirements of the Village Flood Damage Protection Ordinance and Building Code.
- Policy I.7:* Provide for periodic review and updating of drainage plans and annual drainage programs of maintenance and improvement, as part of the annual budgetary process.
- Policy I.8:* Establish a routine maintenance program for all catch basins and conduits within the Village.

- Objective J:** Maintain stormwater drainage regulations within the Subdivision Regulations Ordinance that protect natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.
- Policy J.1:* As part of the site plan review process, the Village should require that post-development runoff rates, volumes and pollutant loads be the same as predevelopment conditions and preserve existing natural drainage features by utilizing South Florida Water Management District's techniques.
- Policy J.2:* Protect and preserve water quality by use of construction site Best Management Practices (BMP's) and the incorporation of techniques such as on-site retention, use of pervious surfaces and native vegetation when considering proposals for land development and/or redevelopment.
- Policy J.3:* Protect water quality with development review and regulations which encourage eighty-five percent (85%) on-site retention of stormwater runoff and maintains open space and ground cover for maximum infiltration and percolation of stormwater by revising appropriate regulations within one (1) year from submittal of this Plan.
- Policy J.4:* Enforce existing subdivision regulations which protect natural vegetation in order to reduce erosion and minimize runoff pollution.
- Policy J.5:* Protect environmentally sensitive areas by controlling adjacent land uses by Interlocal Agreements or acquisition, if necessary,
- Objective K:** Continue to provide solid waste collection service during the five (5) year planning period to meet existing and future demands in a responsive and cost effective manner.
- Policy K.1:* The Village shall maintain a public information service in order to keep the citizenry aware of collection schedules and placement of refuse containers.
- Policy K.2:* In an effort to reduce costs of a high solid waste generation area as Palm Springs, the Village shall request the Solid Waste Authority of Palm Beach County to assist the Village in analyzing the efficiency of collection routes when they are questioned.
- Policy K.3:* Village management should be in regular communication with the private hauler serving the Village to coordinate the collection of solid wastes from apartments and commercial establishments that presently utilize private haulers in an effort to assure adequate and uninterrupted collection service.

- Policy K.4:* In order to assure continued service to areas that are served by private haulers, the Village shall maintain a liaison with private haulers to transfer complaints and to offer information to residents regarding collection and disposal of all solid waste.
- Policy K.5:* The Village shall maintain a regular service program of all vehicles and equipment used in the collection service in order to minimize breakdown, which may result in interruptions to service schedules.
- Objective L:*** The Palm Beach County Solid Waste Authority shall continue to provide solid waste disposal services during the five (5) Year Planning Period to the Village of Palm Springs to meet existing and projected future demands.
- Policy L.1:* Maintain the liaison and communication between the Village Manager and the Solid Waste Authority, and its Executive Director in order to ensure the Village's input to the management of established landfill sites and the purchase/development of any future landfill sites, or other alternative manner of solid waste disposal.
- Policy L.2:* Expand the Village's resource recovery program of paper collection to the collection of other items such as aluminum, plastics and glass that is consistent with Countywide resource recovery program goals when the Countywide program becomes available.
- Policy L.3:* The Village Manager shall maintain a liaison and communication with the Solid Waste Authority and its Executive Director to ensure input to developing collection techniques and methods for separation of solid waste materials, and other collection/disposal of a Countywide or regional concern.
- Policy L.4:* The Village shall continue monitoring construction sites to assure that solid wastes generated from construction activities on-site is disposed of in a proper and timely manner.
- Objective M:*** To maintain a five (5) year schedule of capital improvements needs to be updated annually, in conformance with the **Capital Improvements Element**. Capital improvements needs are defined as: (1) those improvements necessary to correct existing deficiencies in order to maximize the use of existing facilities; or (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

Policy M.1: Existing deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer - Several existing deficiencies have been identified with the "East Central" sub-regional system by the City of West Palm Beach, utility service agent; however, it is concluded that none of the deficiencies have resulted from any activities within the Village limits, nor are the deficiencies of a nature that can be addressed solely by the Village. As a result, Village action is limited to participation of the Village Manager and Utilities Director in the development of cooperative solutions under the direction of the City of West Palm Beach, City of Lake Worth Beach and Palm Beach County, with the Village concentrations on meeting the future wastewater collection requirements within the Village's service area.

Solid Waste - The Village shall continue its program of collecting oil, paint and other household toxic wastes and shall also, request the Palm Beach County Solid Waste Authority, for refuse separation within the Village.

Drainage - Implement and update, within the five (5) year planning period, improvements to the existing drainage system in the Village. Also, continue the program of annual inspections, as a means of monitoring the efficiency of the system. Furthermore, assess the results of the annual program every five (5) years to determine whether or not corrective action is needed.

Stormwater Permits – Meet the requirements of the Village's portions of the Municipal Separate Storm Sewer System (MSA) permit.

Groundwater Recharge - Participate, through the occupational license procedure, with Palm Beach County to identify and regulate any uses from potentially polluting the Village's potable water well fields.

Policy M.2: The Village shall continue to evaluate and rank capital improvement projects proposed for inclusion in the five (5) year schedule of needs.

Policy M.3: Guidelines shall be developed to evaluate and rank proposed capital improvement projects with the following provided as suggested priority levels:

Level One - whether the project is needed to protect public health and safety in order to fulfill the Village's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.

Level Two - whether the project increases the efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services to developed areas currently lacking full service, or promotes in-fill

development.

Level Three - whether the project represents a logical extension of facilities and services within a designated Village Planning Area.

Objective N: Discourage urban sprawl in order to achieve a compact urban form. Measures to accomplish this objective shall include concurrency management requirements and site development regulations such as access management, intensity, and density limitations consistent with this Plan.

Policy N.1: All land uses that have been developed or approved for development within the Village must be adequately served by existing public utilities and services before the Village may approve any new development, redevelopment, or annexations that would require use of these utilities and services. These utilities and services shall include the following for which the Village has set a Level of Service Standard, including:

Water facilities
Sewer facilities
Drainage facilities
Roadways
Recreational facilities

Policy N.2: The Village shall direct urban growth to areas which can be served efficiently by public services and facilities in conformance with local land development regulations and the Village's five-year plan for capital improvements to discourage the proliferation of urban sprawl.

Policy N.3: No land use approval for new development, redevelopment or annexation shall cause facilities or services to fall below adopted local Level of Service Standards, as contained in the Capital Improvements Element of this Comprehensive Plan. Public facilities and services necessary to serve the proposed development, redevelopment, or annexation must be available, at the adopted local levels of service, concurrent with the impacts of development.

Policy N.4: All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.

Chapter V

Conservation Element

Goal, Objectives, and Policies

- Goal:** "A quality environment which protects, conserves and enhances the natural resources of the Village, and which is compatible with the development of Palm Springs."
- Objective A:** Protect and maintain a level of air quality which, as a minimum, complies with federal, state, and regional pollution control standards.
- Policy A.1:** Ensure that all existing and new development, as well as, facilities that emit gases or other substances which may degrade the environment, comply with applicable air quality standards. (As documented in PL 88- 206).
- Policy A.2:** Adjust local codes and ordinances as necessary, to reflect current air quality standards as these become available.
- Policy A.3:** Support the efforts of local pollution control agencies to monitor air quality in the Village and coordinate and cooperate with these agencies in order to assure appropriate local input.
- Policy A.4:** Support the efforts of the Palm Beach County Metropolitan Planning Organization in the reduction of pollution resulting from vehicular movements.
- Policy A.5:** Continue to restrict and prohibit the open burning of trash, garbage, debris from land clearing and other identified matter within the Village.
- Objective B:** Protect and maintain Class III waters at a water quality suitable for limited water sports activities and for the management and propagation of fish and wildlife.
- Policy B.1:** Ensure that any development and subsequent use in or effecting Lake Bonita, Lake Palmarito, Lake Sago and other lakes and water features within the Village does not degrade water quality below approved standards (as documented in Chapter 17-3, Florida Administrative Code), by designating the lakes and canals as conservation uses and by requiring developers and landowners to provide such evidence as part of the site plan review and land development process.
- Policy B.2:** Strive to minimize direct or indirect stormwater runoff that may degrade the quality of water through coordination with Lake Worth Drainage District and South Florida Water Management District, through strict review of drainage plans as part of the site plan and land development process.
- Policy B.3:** Coordinate with the Palm Beach County Health Department/Palm Beach County Environmental Resource Department in monitoring Class III waters in order to constantly assess water quality and prevent degradation.

- Policy B.4:** Limit water-related recreational activities within the Village lakes, in order to assure that water quality is not adversely affected, through enforcement of local codes and ordinances that already exist.
- Objective C:** To protect and conserve potable water supplies, consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025-2020-2030~~), adopted ~~May 14, 2015~~ _____ [*adoption date to be inserted*], which is incorporated herein by reference.
- Policy C.1:** Maintain water conservation techniques and programs in cooperation with the South Florida Water Management District and other appropriate agencies such as use of low volume plumbing fixtures, wastewater re-use, dual conveyance, gray water, and others, through local regulation in order to promote a low per capita consumption of potable water.
- Policy C.1.1:** The Village shall inform residents and businesses of, and shall encourage their participation in, the local and regional water conservation programs. These information and educational programs shall include the following types of efforts:
- a. brochures and signage to be made available at Village Hall;
 - b. pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
 - c. Inviting speakers for forums or workshops at Village Hall.
- Policy C.1.2:** The Village shall maintain a leak detection and repair program for all Village facilities. It shall also encourage its citizens to adopt such a program for their own individual properties.
- Policy C.1.3:** The Village will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.
- Policy C.1.4:** The Village shall coordinate local water conservation education efforts with the SFWMD and the Palm Beach County School Board.
- Policy C.2:** Continue to cooperate with the South Florida Water Management District in the conservation of potable water supplies during periods of drought, declared water shortages, or water shortage emergencies by supporting and participating in the District's Water Shortage Plan.
- Policy C.3:** Coordinate with the Palm Beach County Environmental Resource Department with their Wellfield Protection Program. This program includes the review, identification and location of cones of influence around the wellfields in Palm Springs, and then protect and restrict land use activities in identified areas known to adversely affect the quality and quantity of potable

water sources. The site plan review procedures in the Palm Springs' Land Development Code shall require the location of cones of influence to be depicted on site plans.

Policy C.3.1: At a minimum, wellfield protection will be consistent with FDEP wellhead protection Rule 62-521, FAC; however, intergovernmental coordination with FDEP, SFWMD and other pertinent agencies will be pursued.

Policy C.4: Promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the SFWMD water use restrictions and ensure that low water use plumbing fixtures are used in all new buildings or in conjunction with permitted renovations in accordance with Florida Water Conservation Act, Section 553.14, Florida Statutes, as may be amended.

Policy C.5: The Village shall develop a public education program which will discourage waste and conserve water.

Policy C.6: In coordination with SFWMD, the Village shall maintain appropriate landscape water conservation measures; establish requirements in the LDC and further encourage or require, where appropriate, but not to the exclusion of non-native plantings, the use of native and drought tolerant plants and the use of low volume irrigation.

Policy C.7: The Village's potable water distribution system shall be monitored and unaccounted water loss within the system should be reduced and maintained to less than ten percent (10%) of the water entering the system.

Policy C.8: The Village will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive use permitting rules.

Policy C.9: The Village shall coordinate local water conservation education efforts with the South Florida Water Management District and other appropriate entities.

Policy C.10: The Village shall inform residents and businesses of, and shall encourage their participation in, the Village's, the County's and South Florida Water Management District's water conservation programs. These information and educational programs shall include the following types of efforts:

- a. Brochure and signage to be made available at the Village Hall;
- b. Pursuing funding through the South Florida Water Management District's Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and

c. Inviting speaker for forums or workshops at the Village Hall.

Policy C.11: The Village shall enforce alternate means and incentives to conserve water such as low flow plumbing fixture programs, irrigation meters, reuse of stormwater, surface water pumps and the identification of other alternative water supplies.

Objective D: Protect and maintain soils and native vegetative communities in Palm Springs.

Policy D.1: Continue to review development plans, as part of the site plan review process, for compatibility with and protection of the natural environmental characteristics and habitats existing within the Village. The protection of resources and habitats shall be provided for in the landscape regulation of the Palm Springs' Land Development Code.

Policy D.2: Continue to require the preservation and priority use of native vegetation within the Village by maintaining such provisions into the landscape requirements of the Palm Springs' Comprehensive Zoning Ordinance. Also, require the removal of undesirable exotic species by these regulations.

Policy D.3: Any construction, expansion or modification to the lakes and canals within the Village shall consider water and habitat enhancement features that are conducive to shoreline vegetation and to the stabilization of shores and grounds adjacent to such surface water bodies to help alleviate potential erosion and degradation of shorelines. This shall be clearly demonstrated by the developer or landowner, as part of the site plan review and land development process; and it shall be subject to approval by the Village Engineer.

Policy D.4: The Village shall work cooperatively with property owners to develop erosion control plans where areas experience erosion of shorelines or banks.

Objective E: Conserve and protect fish and wildlife habitats.

Policy E.1: Enforce the provisions and regulations contained within Chapter 91: Animals in the Palm Springs' Code of Ordinances and maintain the designation of the entire Village as a Bird and Wildlife Sanctuary.

Policy E.2: Protect and manage the lakes and canals in Palm Springs in a manner suitable for fish and wildlife propagation, by requesting the appropriate environmental agency in Palm Beach County to monitor the water quality in these water bodies.

Policy E.3: Utilize the services of the State Game and Fresh Water Fish Commission, if stocking of the lakes with fish is deemed desirable.

Objective F: Ensure that land development and land use activities be compatible with environmental characteristics of the village and give consideration to conservation of potable water supplies.

- Policy F.1:* Cooperate with developers especially in the preliminary stages of development, and monitor development activity to ensure that environmental features are not degraded or depleted, by establishing a preliminary application provision in the site plan review process, and make such provisions in the Palm Springs' Land Development Code.
- Policy F.2:* The Village shall coordinate closely with the Palm Beach County Environmental Control officer to assure that state and/or countywide environmental protection regulations are enforced, by requesting his review on projects that require such review as determined by the Village.
- Policy F.3:* Maintain, update and enforce subdivision regulations so that development is planned in accordance with natural characteristics of the land such as slope, elevation, drainage patterns and natural vegetation.
- Policy F.4:* Preserve or restore, where possible, the natural vegetation as permanent open space buffer zones. Require this as part of the landscape provisions and incorporate them into the Palm Springs' Comprehensive Zoning Ordinance.
- Policy F.5:* Conserve the lakes and canals within the Village as Class III waters and designate these surface water bodies as conservation uses on the Future Land Use Map.
- Objective G:** The Village shall continue to regulate the management of hazardous wastes and materials.
- Policy G.1:* The Village shall continue to implement the Palm Beach County programs that regulates the storage and disposal of hazardous wastes and materials.
- Objective H:* The Village of Palm Springs shall consider implementing outreach and incentive programs to promote and improve energy efficiency in the community.
- Policy H.1:* The Village shall enforce standards within its 10-Year Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~ 2020-2030), adopted ~~May 14, 2015~~ [adoption date to be inserted] to increase the use of recycled water.
- Policy H.2:* The Village shall organize events, workshops, and outreach programs to promote water conservation, waste reduction, and energy efficiency.

Chapter VIII
Capital Improvements Element
Goal, Objectives, and Policies

- Goal** "The efficient provision of needed public facilities in a timely manner which protects investments in and maximizes the use of existing facilities, and promotes orderly compact municipal growth, while protecting the health, safety and welfare of Village residents."
- Objective A:** Provide capital improvements that correct existing deficiencies, accommodate projected future growth and/or replace worn out or obsolete facilities as defined in the elements of the Comprehensive Development Plan, according to the schedule defined herein.
- Policy A.1:** The Village shall include all land and improvements projects identified in the elements of this Comprehensive Development Plan and determined to be of relatively large scale and high cost (\$25,000 or greater), as capital improvements projects for inclusion within the **Five (5) Year Schedule of Improvements**.
- Policy A.2:** The five (5) year schedule of needs, is hereby incorporated as the **Five (5) Year Schedule of Improvements (TABLE 1)**.
- Policy A.3:** The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the **Five (5) Year Schedule of Improvements**, which are designed to correct existing public facility deficiencies.
- Policy A.4:** A Capital Improvements Coordinating Committee, composed of the Village Manager, Finance Director and operating department heads, shall continue to evaluate and rank in order of priority projects proposed for inclusion in the **Five (5) Year Schedule of Improvements**.
- Policy A.5:** Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:
- (a) whether the project is needed to protect public health and safety, to fulfill the Village's legal commitment to provide facilities and services, or to preserve, achieve full use of or increase the efficiency of existing facilities; and
 - (b) whether the project prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development.
- Policy A.6:** As part of its capital improvements programming, the Village shall review and establish priorities for the replacement of water supply facilities, correction of water supply and facilities deficiencies, and the provision for future water supply and facility

needs as part of its Five (5) Year Schedule of Improvements, , consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~ 2020-2030), adopted ~~May 14, 2015~~ [adoption date to be inserted] These projects are highlighted on TABLE 1.

Objective B: Require that future development and redevelopment bear one hundred percent (100%) of the proportionate costs of facility improvements necessary to maintain adopted Level of Service standards.

Policy B.1: The Village shall update and maintain the Land Development Regulations to require that local streets, drainage, sewage collection and potable water distribution systems improvements of any new development or redevelopment be provided by such development.

Objective C: Annually manage Village fiscal resources in a manner to ensure the provision of needed capital improvements.

Policy C.1: The Village shall enforce the Land Development Regulations to require that, prior to the issuance of certificates of occupancy, all public facilities are available to serve development or redevelopment for which development orders were previously issued.

Policy C.2: In providing capital improvements, the Village shall limit general obligation debt service expenses to an amount that will allow the annual maintenance of a minimum twenty percent (20%) ratio of General Fund balance to Operating Budget (including debt service).

Policy C.3: The Village shall annually update the **Five (5) Year Schedule of Improvements** and associated capital budget as part of its budgeting process. The capital budget process shall be used to determine the financial feasibility of defined capital improvements. The capital budget shall be adopted annually.

Policy C.4: Appropriate efforts shall be made to secure grants or private funds, whenever available, to finance the provision of capital improvements.

Policy C.5: The Village shall request comment by the Lake Worth Drainage District and South Florida Water Management District, prior to programming any potable water or drainage-related capital improvements, and the Florida Department of Transportation, prior to programming any road system capital improvements.

Policy C.6: The Village shall maintain replacement and renewal funds for all public facilities over which it has operational control. The decision to expend replacement and renewal funds shall be made annually, as part of the local budget process, or as emergency repairs require.

Policy C.7: The Village shall make efforts to seek additional revenue sources to specifically fund water supply and facility projects, as needed, pursuant to the Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~ 2020-2030).

Objective D: Condition decisions regarding the issuance of development orders and permits on the consistency of the development

requirements included in this Plan, the Village Land Development Regulations, and the availability of necessary public facilities needed to support such development at the time needed.

Policy D.1: The Village shall use Level of Service (LOS) standards adopted in the various elements of this Comprehensive Development Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

Policy D.2: The Village shall continue to enforce the Adequate Facilities Ordinance to ensure that, at the time a development permit is issued, adequate facility capacity is available, or will be available, upon occupancy of the development.

Policy D.3: Proposed Comprehensive Development Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- (a) contribute to any condition of public hazard as described in the **Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element**;
- (b) exacerbate any existing condition of public facility capacity deficits, as described in the **Transportation Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Ground Water Aquifer Recharge Element, and Recreation and Open Space Element**;
- (c) generate public facility demands that may be accommodated by capacity increases planned in the **Five (5) Year Schedule of Improvements**; and
- (d) conform with future land uses as shown on the Future Land Use Map of the **Future Land Use Element**, and public facility availability as described in the **Sanitary Sewer Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element**.
- (e) impact public schools and/or the timing and delivery of public school facilities to serve any residential development, pursuant to the School District's Five-Year Capital Facilities Plan.

Policy D.4: The Village shall use Level of Service (LOS) Standards adopted in the various elements of this Comprehensive Development Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

- Goal:** The Village of Palm Springs shall provide a mechanism to be included in the Land Development Regulations, by which all service providers and the Village coordinate land development decisions and facility capacity requirements to ensure that level of service standards are maintained as new development occurs.
- Objective E:** Monitor available capacity for services and facilities as well as coordination between the Village and service providers to ensure available capacities of services and facilities.
- Policy E.1:** The **Five (5) Year Capital Improvements Schedule** shall identify and fund those projects for which the Village is the service provider and which are required to maintain the level of service standards.
- Policy E.2:** The Village shall require documentation from the service providers that facility capacity is available and will be reserved for approved development.
- Policy E.3:** The Village shall coordinate with service providers to ensure that facilities are expanded, or new facilities are constructed to accommodate impact of new development.
- Policy E.4:** The Village shall coordinate with the School District of Palm Beach County on comprehensive plan amendments, development orders, and other land-use decisions which may be projected to impact the public schools facilities plan. The Village shall incorporate letters from the School District identifying school capacity availability into Village staff reports presented to the Village Council. The Village may incorporate conditions of approval into ordinances or resolutions to mitigate development impacts at the request of the School District, as the Village deems appropriate.
- Objective F:** The Village shall provide the School District with periodic information generated from the Village's development and approvals that is needed to maintain school adequacy, including information required for the School District to establish school siting criteria, joint approval of the public school capital facilities program, and school utilization.
- Policy F.1:** For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a school capacity availability determination (SCAD) issued by the School District of Palm Beach County that identifies the capacity, or lack thereof, of existing facilities or planned facilities in the current School District Capital Facilities Program Plan to serve additional students. Should the propose project negatively impact the public school system, the School District staff may recommend reasonable conditions to mitigate such impacts, and these considerations shall be included in the Village staff report for consideration by the Village Council.

Policy F.2:

The School District of Palm Beach County Five Year Capital Facilities Plan, as may be amended, is adopted as a supplement to the Village of Palm Springs “Five Year Schedule of Improvements”, Table 3, of the Capital Improvements Element. The Village shall have no obligation or responsibility for funding the School Board’s Capital Facilities Plan.



September 17, 2020

Ms. Deborah Oblaczynski – Water Supply Implementation Unit
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

RE: *Comment Responses for Village of Palm Springs 2020 Water Supply Plan*

Dear Ms. Oblaczynski,

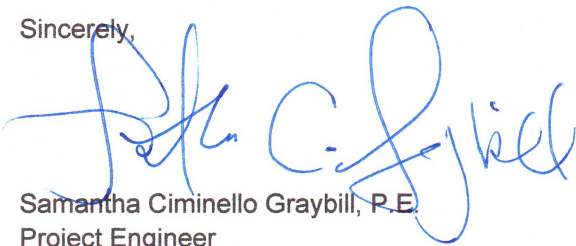
On August 31, 2020, the Village of Palm Springs received electronic correspondence from your office with comments noted for the 2020 update to the Village's Water Supply Plan (WSP). Following coordination with the Village, we would like to provide the following responses to the District's your concerns. For convenience, these responses are listed in the order they were originally presented.

1. *Revise the statement in Section 2.2.2 addressing the Palm Beach County Water Utilities Department (PBCWUD) Water Use Permit (WUP).* – The section was revised per the District's recommendation as follows, "The current recommended maximum raw water withdrawal is 129.62 MGD and 31,773 MGY."
2. *Include a description of geographical areas and projected withdrawal amounts for existing and future domestic self-supply systems. Also, include details of future plans to provide regional water service to these areas within the planning period. If not applicable, please include a statement indicating the Village has no areas of domestic self-supply.* – Section 2.1 has been revised as follows to provide more clarity on the topic of domestic self-supply, "There are several small areas of domestic self-service within the Village, however there is no future increase in domestic wells anticipated. The Village is actively working to incorporate these areas as capital improvement funding allows for distribution system expansion and in compliance with the latest Village Comprehensive Plan. In addition, utility connection coordination will be completed as areas are considered for future annexation to the Village."
3. *Section 2.2.4 should be revised with updated City of Lake Worth Utilities Department (LWUD) WUP information.* – The section was revised per the District's recommendation as follows, "The LWUD has a current WU Permit (WUP No. 50-00234-W) issued on October 29, 2012 and modified on December 15, 2016. The permit will expire in 2032."
4. *Section 2.3, regional issue #1 should be revised for clarity and consistency.* – The section was revised per the District's recommendations as follows, "Additional wells or alternative raw water sources are not included in the Village's current permit however, these could be requested as modifications to the existing permit during it's renewal prior to 2029."
5. *The 2020 utility service area defined in Figure 2-3 is different from the 2009 utility service area on record with the District. Per the Village's Water Use Permit, limiting condition 20, the*

permittee is to notify the District within 30 days of any change in the service area boundary. Please provide a copy of the new service area map to District Water Use Compliance Staff. Please provide the map in a GIS shapefile (preferred) or as a PDF map. – It is our understanding the 2020 utility service area map has already been provided via the e-permitting portal by Paul Ward, Utilities Superintendent for the Village of Palm Springs on August 28, 2020. Please advise if additional files are required to be submitted.

We have also enclosed a copy of the final WSP, adopted on July 23, 2020 and revised on September 15, 2020 to include the District's comments above. If you feel additional information is required, please don't hesitate to reach out at your earliest convenience at samantha.graybill@kimley-horn.com or (561) 290-0955.

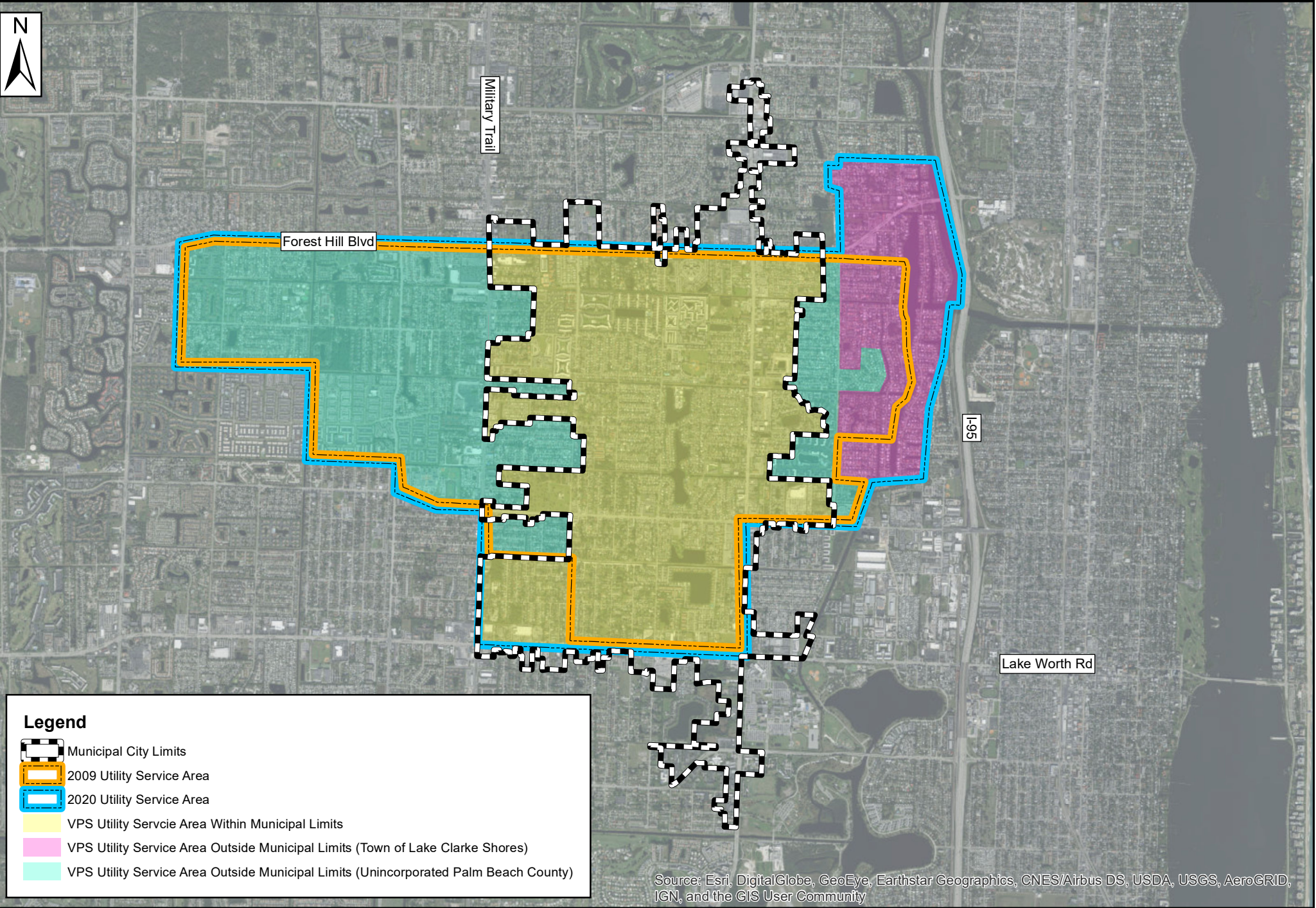
Sincerely,



Samantha Ciminello Graybill, P.E.
Project Engineer

Enclosed: *Village of Palm Springs 2020 Water Supply Plan (Revised September 15, 2020)*

Copies: *Kimberly Glas-Castro – VPS
Ron Eyma, P.E. – VPS
Chad Girard, P.E. – VPS
Tom Jensen, P.E. – Kimley-Horn
Files*



- Legend**
- Municipal City Limits
 - 2009 Utility Service Area
 - 2020 Utility Service Area
 - VPS Utility Service Area Within Municipal Limits
 - VPS Utility Service Area Outside Municipal Limits (Town of Lake Clarke Shores)
 - VPS Utility Service Area Outside Municipal Limits (Unincorporated Palm Beach County)

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Proposed Water Supply Capital Improvement Projects
Proposed for Inclusion in 5-Year Schedule of Capital Improvement
(Table 1 in Capital Improvements Element of Comprehensive Plan**)**

Table 4-1: VPS Anticipated Projects from FY 2019 thru FY 2024

Project Name	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Two (2) Well Replacements (No. 9 and 10)	\$350,000	\$350,000					
Well Rehabilitation	\$100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Emergency Power for Production Wells		\$200,000	\$200,000				
Add Wells No. 6 and 7 to RLP WTP Power Distribution				\$506,000			
Washwater Recovery Basin						\$762,000	\$2.3M
CUP Update						\$50,000	

***Table 1 may be amended based on the proposed 5-Year Capital Improvement Plan that will be presented to the Village Council for approval during the FY 2021 Budget process (as well as future budget processes). This Table is expected to include additional projects that are related to the protection and preservation of the Village's water supply and proposed project costs may also be modified based on the Village's engineering consultant(s) professional opinion to ensure the most accurate pricing and budgeting (to ensure the highest levels of public transparency).*

VILLAGE OF PALM SPRINGS, FLORIDA



10 YEAR WATER SUPPLY FACILITIES WORK PLAN

PREPARED BY:

Kimley-Horn and Associates, Inc.

1920 Wekiva Way, Suite 200

West Palm Beach, FL 33411

Tel: (561) 845-0665

Fax: (561) 697-7193

ADOPTED: JULY 23, 2020

REVISED: SEPTEMBER 15, 2020

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Table 3-4: VPS – Population and Potable Water Demand Projections

Table 4-1: VPS Anticipated Projects from FY 2019 thru FY 2024

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Appendix A: Description of Wells

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Appendix C: Recommended VPS Comprehensive Plan Updates

List of Abbreviations

AUD	City of Atlantis Utility Department
Avg.	Average
BEBR	Bureau of Economic and Business Research
ECRWRF	East Coast Regional Water Reclamation Facility
FAC	Florida Administrative Code
FS	Florida Statutes
FY	Fiscal Year
GPCD	Gallons per Capita per Day
GPD	Gallons per Day
GPM	Gallons per Minute
LEC	Lower East Coast Water Supply Plan
LOS	Level of Service
LWUD	City of Lake Worth Utility Department
MGD	Million Gallons per Day
MGM	Million Gallons per Month
MGY	Million Gallons per Year
PAM	Population Allocation Model
PBC	Palm Beach County
PBCWUD	Palm Beach County Water Utilities Department
RAA	Restricted Allocation Area
SAS	Surficial Aquifer System
SFWMD	South Florida Water Management District
Village	Village of Palm Springs
VPSUD	Village of Palm Springs Utility Department
WSP	Water Supply Plan
WTP	Water Treatment Plant
WUP	Water Use Permit

1.0 Introduction

1.1 Purpose

The purpose of the Village of Palm Springs Water Supply Plan (WSP) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II of the Florida Statutes (F.S.), requires local governments to prepare and adopt WSPs into their comprehensive plans within 18 months after the South Florida Water Management District (SFWMD) approves a regional water supply plan or its update. The Lower East Coast Water Supply Plan (LEC WSP) Update was approved by the District's Governing Board on January 14, 2019.

The LEC WSP is responsible for ensuring enough capacity is available for existing and future customers and references the initiatives already identified to ensure adequate water supply for the Village of Palm Springs (VPS or Village). According to state guidelines, the Village's WSP and the comprehensive plan must address the developments for at least a 10-year planning period. The Village's WSP will have a planning time schedule consistent with the comprehensive plan and the LEC WSP Update.

The Village's WSP has been divided into five (5) sections:

- Section 1 – Introduction
- Section 2 – Background Information
- Section 3 – Data and Analysis
- Section 4 – Capital Improvement Projects and Schedule
- Section 5 – Goals, Objectives, and Policies

1.2 Statutory Information

1.2.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, 2011, 2015 and 2016 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2.2 Statutory Requirements

The Village of Palm Springs has considered the following statutory provisions when updating the WSP:

1. Coordinate appropriate aspects of its comprehensive plan with the LEC-WSP [5.163.3177(4)(a), F.S].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and service [s.163.3177(6)(a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Consult with the applicable water supplier to ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupy or its functional equivalent and consult with the applicable

water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2), F.S.].

4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the “Infrastructure Element”), within 18 months after the water management district approves an updated regional water supply plan, to:
 - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the LEC-WSP, or alternative project(s) proposed by the local government under s.373.709(8)(b), F.S. [s.163.3177(6)(c), F.S.];
 - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the LEC-WSP [s.163.3177(6)(c)3, F.S.]; and
 - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s.163.3177(6)(c)3, F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s.163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the LEC-WSP, as well as applicable consumptive use permit(s) [s.163.3177(6)(d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].
7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the LEC-WSP [s.163.3177(6)(h)1, F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demand [s.163.3191(3), F.S.].

2.0 Background Information

2.1 Overview

The Village is located within Palm Beach County and borders the municipalities of Greenacres, Lake Clarke Shores, Lake Worth, Atlantis, West Palm Beach and areas of unincorporated Palm Beach County. According to the United States Census Bureau, the Village has a total area of 3.5 square miles.

Figure 2-1, Village of Palm Springs Location Map, shows the physical location of the Village within Palm Beach County and the State of Florida. Figure 2-2, Village of Palm Springs Municipal Limits and Future Annexation Areas shows the current Village municipal limits as well as areas of interest for future annexation.

There are four water utilities currently meeting the needs of the residents in the Village of Palm Springs:

- Village of Palm Springs Utility Division (VPSUD)
- Palm Beach County Water Utilities Department (PBCWUD)
- City of Atlantis Utility Department (AUD)
- City of Lake Worth Utilities Department (LWUD)

The VPSUD is an enterprise fund within the Village municipal government. They service the majority of the Village population, portions of the neighboring Town of Lake Clarke Shores and several areas of unincorporated Palm Beach County.

The other three utilities (PBCWUD, AUD and LWUD) service the remaining residents within the corporate boundaries of the Village. Their customers mostly consist of condominiums, private medical offices and rehabilitation centers, and other small businesses along Lake Worth Road, Congress Avenue or Forest Hill Blvd. It is important to note that AUD purchases bulk water from PBCWUD for its customers but bills for these services independently of PBCWUD. The demands for the customers being serviced by these utilities have been accounted for in the PBCWUD and LWUD WSP.

The past and future population projections, water usage, and per capita user rates presented herein are based on the Village's Utility Service Area which does not completely coincide with the Village's municipal limits. Therefore, the Village of Palm Springs WSP will be based solely on their utility service area which includes portions of the Town of Lake Clarke Shores and adjacent areas of unincorporated Palm Beach County. Figure 2-3, Village of Palm Springs Utility Service Area, illustrates these areas. There are several small areas of domestic self-service within the Village, however there is no future increase in domestic wells anticipated. The Village is actively working to incorporate these areas as capital improvement funding allows for distribution system expansion and in compliance with the latest Village Comprehensive Plan. In addition, utility connection coordination will be completed as areas are considered for future annexation to the Village.

Included in this section is a brief overview of the existing water suppliers, water usage, population and relevant regional issues in the Village of Palm Springs' municipal limits and service area.

2.2 Existing Facilities

2.2.1 Village of Palm Springs Utilities Division

The VPSUD has a current Water Use (WU) Permit (WUP No. 50-00036-W) issued by SFWMD on October 28, 2009. This permit will expire in 2029. The current recommended maximum raw water withdrawal permitted from October 20, 2014 to October 29, 2029 is 155.9 million gallons per month (MGM) and 1,685 million gallons per year (MGY), which is approximately 4.62 million gallons per day (MGD).

VPSUD has two (2) water treatment plants with a total design capacity of 10 MGD. The Main Water Treatment Plant has a design capacity of 6 MGD and the R.L. Pratt Water Treatment Plant has a design capacity of the remaining 4 MGD. The two (2) water treatment plants operate in an interconnected transmission and distribution system. Treatment of raw water at both plants consists of ion exchange followed by lime softening, filtration, disinfection, storage, and pumping into the system.

To service the portions of Lake Clarke Shores within the Village's service area, a bulk sales agreement is in place with transactions to individual customers being completed via Lake Clarke Shores after the bulk purchase is made.

2.2.2 Palm Beach County Water Utilities Department

The PBCWUD has a current WU Permit (WUP No. 50-00135-W) issued by the SFWMD on March 13, 2003. This permit will expire in 2023. The current recommended maximum daily raw water withdrawal shall not exceed 129.62 MGD with an annual allocation not to exceed 31,751 MGY.

PBCWUD has four (4) water treatment plants with a total design capacity of 91.38 MGD. Two (2) of these water treatment plants utilize lime softening technology while the remaining two (2) utilize nanofiltration techniques. These water treatment plants currently withdraw water from the Biscayne Aquifer with future plans to withdraw water from the Floridan Aquifer. The system also includes wastewater reclamation and wetlands recharge.

The PBCWUD's water distribution system within the Village of Palm Springs is in good condition and well maintained.

2.2.3 City of Atlantis Utility Department

The AUD does not have a current WU Permit and purchases bulk water from PBCWUD. AUD's distribution system within the Village of Palm Springs is limited to several small, private medical offices and a veterinary hospital west on Congress Avenue between 6th Avenue South and the C-14 canal.

2.2.4 City of Lake Worth Utilities Department

The LWUD has a current WU Permit (WUP No. 50-00234-W) issued by the SFWMD on October 29, 2012 (modified on December 15, 2016) which will expire in 2032. The current recommended maximum raw water withdrawal is 356.5 MGM and 4,106 MGY, which is approximately 11.25 MGD.

LWUD has one water treatment plant with a total design capacity of 17.4 MGD. The water treatment plant operates utilizing a combination of lime softening and reverse osmosis techniques. Raw water for this plant is withdrawn from the Floridan and surficial aquifers. LWUD's distribution system within the Village of Palm Springs is limited to the Palm Beach Habilitation Center located at the corner of 6th Avenue South and Congress Avenue. The distribution system in this area has been noted to be in good condition and well maintained.

2.3 Relevant Regional Issues

As the state agency responsible for water supply in the LEC planning areas, the SFWMD plays a pivotal role in resource protection, through criteria used from consumptive use, or water use, permitting. As pressure increased on the Everglades ecosystem resource, the SFWMD Governing Board initiated the decision to limit increased allocations dependent on the well-being of the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This rule reduced reliance on the regional system for future water supply needs by mandating the development of alternative water supplies and increasing water conservation and reuse.

The regional issues identified for 2040 in the LEC Planning Region have been provided below along with a summary of the Village's response to these issues.

1. **Fresh surface water and ground water are limited. Further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.** – The Village utilizes surficial aquifer production wells. Additional wells or alternate raw water sources are not included in the Village's current permit however, these may be requested as modifications to the existing permit during its renewal prior to 2029. Alternate sources, including bulk water purchase agreements, may be required for handling increasing future demands.
2. **Surface water allocations from Lake Okeechobee and Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.** –The Village utilizes raw water from the surficial aquifer and is not permitted, nor do they have any plans to pursue, surface water allocations. However, it is understood that the surficial aquifer in this area is recharged via Lake Okeechobee and other Water Conservation Areas which is limited. Since the Village's last permit renewal allowed for the maximum available allocation, additional raw water sources will have to be from an alternate source to comply with the RAA rules and regulations. One of the alternate sources considered is increasing the volume of water purchased from PBCWUD. Significant coordination would be required to confirm the PBCWUD system could support the Village's anticipated population increase as they are also limited by these restrictions.
3. **Construction of additional storage systems (i.e. reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.** – No additional storage systems are anticipated at this time but may be considered if required by future demands.
4. **Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.** – The Village does not have access to a reclaimed water source at this time. The adjacent City of Lake Worth and City of West Palm Beach sanitary systems may be available in the future for reuse expansion within the Village. The Village is interested in discussing and planning for reuse infrastructure installation during this planning cycle if other utilities have available capacity.
5. **Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.** – The

Village permit does not allow for Floridan aquifer withdrawal at this time but it may be considered if required by future demands.

3.0 Data and Analysis

3.1 Population Information

Existing and future water usage, population served in the Village's utility service area, and water demand data has been analyzed from the Village's WUP, the LEC WSP Update and the Palm Beach County Population Allocation Model (PBC PAM). The PBC PAM is a planning tool used within the County based on population projections prepared by the Bureau of Economic and Business Research (BEBR). Table 3-1 outlines these projections for comparison.

Table 3-1: LEC, WUP, and PBC PAM Population Comparisons

YEAR	2018 LEC	2019 PBC PAM	2009 WUP
2016	47,889	-	41,941
2018	-	48,912	42,571
2020	50,206	50,300	43,201
2025	52,810	52,954	43,947
2030	54,860	54,613	-
2035	56,645	56,704	-
2040	58,260	58,077	-

It can be observed that the data compared in the table above is not consistent. While the data from the 2018 LEC and 2019 PBC PAM are closely aligned, the 2009 WUP shows population projections with an approximate 15% difference. It should be noted that the 2009 WUP is based on data from the 2008 PBC PAM. This discrepancy in future population projections illustrates the rate of population growth in the past 10 years has increased more than anticipated when the WUP was renewed in 2009. The increase in population could be attributed to the rate of annexation experienced in the past being more than anticipated during the development of the WUP population. Until the WUP can be renewed, it is important to consider all reliable population projections for this area when considering future potable water demands. As a result, this WSP will utilize the 2018 LEC populations in the calculations that follow.

3.2 Maps of Current and Future Areas Served

A comparison of the Village's current corporate boundary and the areas of interest for annexation can be observed in Figure 2-2. Currently, the Village is concentrating on incorporating the area of Congress Avenue between Summit Blvd and Southern Blvd. The utilities in this area are currently provided by PBCWUD and did not affect the Village's service area. An increase to the Village's service size and demands due to any future annexation are not anticipated but may be forthcoming if the Village's distribution system expands to an area that is not serviced by a utility. At this time, only minimal impact, if any, on the customer size and future demands is anticipated.

While there is no set timeline for implementation of the annexation boundary shown in Figure 2-2, the Village is motivated to incorporate in the coming years.

3.3 Potable Water Level of Service Standard

The Village's level of service (LOS) standard for potable water has been determined using the average daily water consumption rate pursuant to Section 163.3164(28), F.S.

Table 3-2: VPS - Level of Service Standards

	Average Day	Storage Capacity
Village Residential (GPCD) (gpcd = gallons/capita/day)	82	
PBCWUD Residential (GPCD)	115	
Storage Capacity (MG)		2.75

Comparisons of the past five years' worth of flow data have been made and it is appropriate to maintain the LOS at 82 gpcd. These LOS standards can be found in Policy B.2.1 of the Infrastructure Element (Section IV).

3.4 Population and Potable Water Demand Projections by Each Local Government or Utility

The water demands referenced below have been presented using those from Appendix E, "Public Water Supply Utility Summaries", of the 2018 LEC WSP update as a guide.

Table 3-3: VPS - 2018 LEC WSP Updates - Palm Springs Service Area - Population and Finished Water Demand

Population and Finished Water Demand							
				Existing	Projected		
				2016	2020	2030	2040
Population				47,899	50,206	54,860	58,260
Average 2012-2016 Per Capita (gallons per day finished water)				82			
Potable Water Demands (daily average annual finished water in mgd)				3.94	4.12	4.50	4.78
Raw Water Demands (daily average withdrawal in mgd)				4.13	4.31	4.71	5.00
SFMWD Water Use Permitted Allocation (mgd)							
Potable Water Source				Permit No. 50-00036-W (expires 2029)			
SAS				4.62			
FAS				0.00			
Total Allocation				4.62			
FDEP Potable Water Treatment Capacity (PWS ID # 4501058)							
Permitted Capacity by Source				Cumulative Facility & Project Capacity (mgd)			
				Existing	Projected		
				2016	2020	2030	2040
SAS				10.00	10.00	10.00	10.00
FAS				0.00	0.00	0.00	0.00
Total Potable Capacity				10.00	10.00	10.00	10.00
Nonpotable Alternative Water Source Capacity (mg)							
Total Nonpotable Capacity				0.00	0.00	0.00	0.00
Project Summary							
Water Supply Projects	Source	Completion Date	Total Capital Cost (\$ million)	Projected Cumulative Design Capacity (mgd)			
					2020	2030	2040
Potable Water							
R.L. Pratt Washwater Recovery Basin	SAS	2025	\$1.75		0.00	0.20	0.20

Purchase Bulk Water from PBCWUD	SAS	2030	N/A		0.00	0.30 ^a	0.30 ^a
Total Potable Water			\$1.75		0.00	0.50^a	0.50^a
Nonpotable Water							
No Projects							
Total Nonpotable Water			\$0.00		0.00	0.00	0.00
Total New Water			\$1.75		0.00	0.50^a	0.50^a

^a This project is suggested by the SFWMD in order for the Village of Palm Springs to have adequate water supply to meet 2030 to 2040 demands. The Village of Palm Springs can choose to implement this project or determine an alternative source to meet the 2030 to 2040 demands.

The water demands listed above were calculated using the gross population for the service area, which is inclusive of customers outside the corporate boundaries of the Village. This population and the average water used per capacity were used to calculate the water demand projections. These projections show there may be a slight discrepancy between anticipated potable water demands and allocation based on the currently permit conditions. The Village has adequate capacity to service these customers currently, however the population growth for the future results in demands surpassing the Village's permitted allocation. Using linear interpolation of the information provided in the above table, the Village will be limited by its raw water withdrawal allocation in 2029. Therefore, solutions to make up the deficit should be implemented so they are completed and in service at this time.

Table 3-4 below presents population of the service area and potable water demand projections from 2020 to 2040 based on the LEC WSP. The Village LOS of 82 gpcd has been used rather than the LEC average shown in Table 3-3. These population estimates are in line with those developed in the PBC PAM but are higher than those accepted in the WUP. Therefore, the LEC populations have been used to provide a more conservative projection.

Table 3-4: VPS - Population and Potable Water Demand Projections

	2016	2020	2030	2040
Projected Population (Persons)	47,899	50,206	54,860	58,260
Per Capita Usage (GPD)	82	82	82	82
Per Capita Usage (GPY)	29,930	29,930	29,930	29,930
Total Annual Usage (MGY)	1,439	1,503	1,642	1,744
Avg. Monthly Usage (MGM)	120	125	137	145
Max. Monthly Usage (MGM)	144	150	164	174
Avg. Finished Daily Usage (MGD)	3.94	4.12	4.50	4.78
Avg. Raw Water Withdrawal (MGD)	4.13	4.31	4.71	5.00

Table 3-4 has confirmed the projection from the LEC and verifies the urgency for determining a solution to the Village's anticipated water source deficit. Options for consideration have been identified in Chapter 4 of this report.

3.5 Water Supply Provided by Local Government

At this time, the Village is operating under SFWMD WUP No. 50-00036-W. The permit conditions originally allowed for the withdrawal of a total annual allocation not to exceed 1,732.8 MG and a maximum monthly

allocation not to exceed 160.2 MG until October 29, 2014. However, the conditions also required the Village to reduce to an annual allocation of 1,685 MG and a maximum monthly allocation of 155.9 MG from October 30, 2014 to October 29, 2029. The WUP allows the Village to withdraw from the surficial aquifer only. Currently, there are 17 wells being utilized within 2 wellfields. The wellfields are managed by a Wellfield Operating Plan which was approved by SFWMD on May 30, 2012.

The Wellfield Operating Plan outlines several limiting conditions imposed on the wellfields to comply with SFWMD's rules on withdrawals from the surficial aquifer which are recharged from Lake Okeechobee and other RAA. The eastern wellfield has 11 wells with wells E12, E13, E14, E16 and E17 operating as the primary wells. In the western wellfield, there are a total of six wells with wells W6 and W7 operating as the primary wells. All other wells not listed are on standby. The well locations can be reviewed in Figure 3-1, Village of Palm Springs Well Locations. In addition, Table A, Description of Wells, from the WUP has been included as part of Appendix A for review.

3.6 Water Treatment Processes and Distribution Facilities

As stated previously, there are two water treatment plants (WTPs) that currently provide water to the Village customers and at both plants, a treatment procedure consisting of ion exchange followed by lime softening, filtration, disinfection, storage and pumping into the system is utilized. The VPSUD maintains three active interconnects between PBCWUD and Lake Clarke Shores.

There are several finished water storage facilities on each of the plant's properties. The Main WTP includes a 1.0 MG and 0.5 MG tanks on-site while the RL Pratt WTP includes a 0.5 MG and 0.75 MG storage tanks. The combined storage capacity of both plants is 2.75 MG.

Additionally, other utilities provide water to residents within the corporate boundaries of the Village. At this time, those utilities are PBCWUD and the City of Lake Worth Utilities Department. This water supply plan focuses only on those customers serviced by the VPSUD and additional information on these utilities could be found in their respective WSP.

3.7 Water Conservation

The Village has incorporated conservation initiatives into specific actions, programs, regulations, and opportunities. The current plan consists of the following elements:

- **Native Plants and Florida-friendly Landscaping Techniques** – The Village Land Development Code requires the use of native plant materials and Florida-friendly landscaping techniques. Where wastewater reuse systems are available for irrigation, at least 20% of landscaped areas, excluding grass, shall consist of native species. Where such systems are not available, 40% of landscaped areas, excluding grass, shall consist of native species.

The Land Development Code specifies that new irrigation systems shall be maintained separately from potable water distribution systems. No irrigation system is required for areas of native vegetation. Where irrigations systems are necessary, they shall be designed so as to make the most efficient use of water, including avoiding unnecessary overlap of spray areas so that they do not spray onto the paved portion of a public street or a public sidewalk or walkway. Property owners are encouraged to use irrigation systems designed in zones so that areas needing less water can be watered separately and less frequently than areas requiring more water.

The Comprehensive Plan Policy E.2.1 of the Potable Water Sub-Element supports SFWMD's irrigation rule which limits irrigation to 3 days per week between the hours of 12:00am – 10:00am and/or 4:00pm – 11:59pm. The Village is currently working to adopt this as an ordinance in compliance with FAC 40E-24 prior to the end of this fiscal year.

- **Water Conservation-Based Rate Structure** – The Village adopted a three-tiered water rate structure which also encourages water conservation through discounted rates depending on gallons used (Code of Ordinances Chapter 78, Section 78-1). Water rates are assessed bi-monthly and are based on 1) the land use of the property and 2) the amount of water consumed. Rates are further categorized by “inside Village” and “outside Village”.
- **Leak Detection Programs** – In an effort to reduce water leakage through the distribution system, the Village tests, calibrates, and repairs/replaces water meters. The estimated annual average unaccounted-for water loss for 2018 is approximately 4%. This relatively small amount of water lost can be partly attributed to the Village's efforts in customer education and completion of an automatic meter reader (AMR) program in 2019. All meters in the Village have been converted and any new customers will have AMRs installed.
- **Rain-Sensor Override for New Lawn Sprinkler Systems** – During permit review for new irrigation systems, commercial and multi-family properties are required to incorporate rain-sensor override mechanisms.
- **Florida Water Star Program** – The Village encourages new development to incorporate principles of the Florida Water Star program and promotes certification of new construction through this program.

Overall, the Village is aiming to become more proactive towards conservation in the upcoming years. There are areas where additional efforts can be made including promoting the use of low flow fixtures, more widely used efficient irrigation systems, Florida-friendly plantings, and green building principles. Some of these efforts have already been captured in the Village's capital improvement projects which has been analyzed in greater detail in section 4.0 of this report.

3.8 Reuse Water

Wastewater treatment within the Village service area is provided by the East Central Regional Water Reclamation Facility (ECRWRF) which is operated by the City of West Palm Beach. The Village intends on continuing to coordinate with the City of West Palm Beach for this service and has no plans to construct a reclamation and reuse plant. While the ECRWRF does produce reclaim water, the option for use in the Village is not currently available. However, the Village fully supports all reuse initiatives undertaken by PBC and SFWM D and if the use of reclaimed resources becomes an option, the Village will encourage property owners to utilize reclaimed water for irrigation purposes. At this point, the ECRWRF provides reclaimed water to the FPL West County Energy Center as well as the Ballpark of the Palm Beaches and residences in several parts of the county for use in irrigation.

4.0 Capital Improvements

4.1 Anticipated Future Deficit

As identified previously in this report, the projected raw water required to meet future finished water demands are anticipated to surpass capacity prior to 2030. In an effort to counter this anticipated deficit, the Village has identified potential options that will assist in providing additional available capacity for its customers.

4.1.1 Modification of Water Use Permit

A Water Use Permit modification needs to be prepared and submitted before the year 2029. The Village is currently looking into drilling two replacement wells for wells No. 9 and 10. However, these new wells would not increase the Village's capacity beyond the limits set in the current permit. It is unlikely the SFWMD will increase the Village's permit allocations due to the current restrictions on surficial aquifer usage. The Village may be required to explore an alternate source, or combination of alternatives, to cover the anticipated future deficit.

4.1.2 Palm Beach County Water Agreement

A potential alternative water source would be to purchase water from PBCWUD. This alternative would supply the Village with enough water to cover the current deficit and to cover additional deficits for the next planning period. Unfortunately, this would not reduce the amount of water removed from the surficial aquifer as PBCWUD would be responsible for future demands resulting from population increases. If this agreement were to materialize, would require careful discussion and modeling to determine how much of the deficit PBCWUD could provide while remaining in compliance with all RAA restrictions and their WUP conditions. While the prolonged cost would not be ideal for the Village, this option does allow for relatively swift implementation for its future demands.

4.1.3 Floridan Aquifer Raw Water Supply and Treatment

Another potential alternative water source would be the installation of wells to withdraw raw water from the Floridan aquifer. This option would assist in achieving SFWMD's goal of reducing the strain on the surficial aquifer. Unfortunately, the Village would be required to update one of its water treatment facilities with membrane technology for proper treatment. This would be a costly undertaking for the Village and would take several years of design, permitting and construction before implementation would be complete. This is not something the Village is actively pursuing at this time due to its significant cost and tight timeline for completion prior to 2030 but may be considered as a future capital improvement.

4.1.4 Backwash Recovery Basin

Another potential alternative water source would be the design and construction of a backwash recovery basin at the R.L. Pratt WTP. The flow currently used to backwash the filters is 200,000 GPD. By incorporating this flow offset into the deficit calculations reviewed previously, this effort may provide a decrease in water needed. However, the Village would prefer to purchase the entire deficit from PBCWUD due to the significant cost associated with the backwash recovery basin project. Due to PBCWUD's upcoming WUP renewal in 2023, PBCWUD requires additional information prior to committed to the increase in bulk water purchased. The Village will continue discussions with PBCWUD and come to a resolution prior to the 2025 WSP update.

4.2 Work Plan Projects and Schedule

As part of the preparations of a WSP, local governments which are self-supplied are required to evaluate the existing community water system and determine what improvements, if any, will be required to the

existing treatment system and/or distribution infrastructure to meet the potable water demands of the service area over the projection duration. The Village has completed an evaluation of the current system and infrastructure based on the project potable water demands of the Village service area over the next 20 years.

The projects included in Table 4-2 below have been identified as assisting with preparing for water demands projected over the next 20 years. The backwash recovery basin project, suggested by SFWMD and outlined above, has been included in the plan for completion by FY 2021. In addition, the Village has outlined their interest in pursuing additional water purchase from PBCWUD. Of all the options presented, these two improvements working jointly would provide the most benefit to the Village.

While both projects are anticipated for future implementation, further specifics have yet to be determined and will be forthcoming.

Table 4-1: VPS Anticipated Projects from FY 2019 thru FY 2024

Project Name	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Two (2) Well Replacements (No. 9 and 10)	\$350,000	\$350,000					
Well Rehabilitation	\$100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	
Emergency Power for Production Wells		\$200,000	\$200,000				
Add Wells No. 6 and 7 to RLP WTP Power Distribution				\$506,000			
Washwater Recovery Basin						\$762,000	\$2.3M
CUP Update						\$50,000	

5.0 Summary and Conclusions

5.1 Raw Water Supply vs. Projected Potable Water Demand

As previously discussed, the potable water demand projection data is based on data provided to us by the SFWMD. It should be noted that the data provided by the SFWMD with current operating data indicates that data provided is consistent with the current population increase and per capita water usage within the Village's service area.

5.2 Comprehensive Plan Goals, Objectives, and Policies

The Village has put forth a set of goals, objectives, and policies in its Comprehensive Plan. The revised Comprehensive Plan will incorporate updates from this WSP, as recommended in Appendix C, as required by Section 163.3177 (6) (c), F.S.

APPENDIX A

DESCRIPTION OF WELLS

TABLE - A
Description Of Wells.

Application Number: 040310-2

Well ID	21289	21290	22816	22818	22819	22820
Name	E9	E10	E11	E12	E13	E14
Map Designator	E9	E10	E11	E12	E13	E14
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	12	12	20	20	20	20
Total Depth(feet)	210	210	198	201	216	288
Cased Depth(feet)	104	102	116	124	125	183
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	turbine	turbine	turbine	turbine	turbine	turbine
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)	60	60	60	83	87	110
Pump Capacity(GPM)	700	700	900	1200	1200	1200
Year Drilled	1977	1977	1992	1992	1992	1992
Planar Location						
Source	REVIEWER	REVIEWER	REVIEWER	REVIEWER	REVIEWER	REVIEWER
Feet East	951000	950000	951400	947400	947400	947400
Feet North	842000	842100	841100	841400	840800	839800
Accounting Method	flow meter	flow meter	flow meter	flow meter	flow meter	flow meter
Use Status	Standby	Standby	Standby	Standby	Standby	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

TABLE - A
Description Of Wells.

Application Number: 040310-2

Well ID	22821	21287	231089	194761	194762	22822
Name	E15	E16	E17	E18	E19	W1
Map Designator	E15	E16	E17	E18	E19	W1
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	20	20	20	24	24	8
Total Depth(feet)	156	180	190	127	137	135
Cased Depth(feet)	94	130	120	80	102	100
Facility Elev. (ft. NGVD)						
Screened Interval From						
To						
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	turbine	turbine	turbine	submersible	submersible	turbine
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)	60	62	68	60	60	32
Pump Capacity(GPM)	1200	1500	1500	1400	1000	500
Year Drilled	1992	1999	1999	2006	2006	1959
Planar Location Source	REVIEWER	Migrate	REVIEWER	REVIEWER	REVIEWER	REVIEWER
Feet East	948600	951800	951500	948600	949900	940400
Feet North	838900	839700	840200	840500	838100	842200
Accounting Method	flow meter	flow meter	flow meter	flow meter	flow meter	flow meter
Use Status	Primary	Standby	Standby	Standby	Primary	Standby
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System
Aquifer						

TABLE - A
Description Of Wells.

Application Number: 040310-2

Well ID	22823	22824	22826	22827	22828
Name	W2	W3	W5	W6	W7
Map Designator	W2	W3	W5	W6	W7
FLUWID Number					
Well Field					
Existing/Proposed	E	E	E	E	E
Well Diameter(Inches)	8	8	14	20	20
Total Depth(feet)	141	135	170	182	168
Cased Depth(feet)	113	109	115	103	105
Facility Elev. (ft. NGVD)					
Screened Interval					
From					
To					
Pumped Or Flowing	P	P	P	P	P
Pump Type	turbine	turbine	turbine	turbine	turbine
Pump Int. Elev. Feet (NGVD)					
Feet (BLS)	32	32	43	74	80
Pump Capacity(GPM)	500	400	1400	1400	1400
Year Drilled	1959	1959	1983	1992	1992
Planar Location					
Source	REVIEWER	REVIEWER	REVIEWER	REVIEWER	REVIEWER
Feet East	940400	940200	940400	939800	940100
Feet North	842000	842200	841700	841700	841100
Accounting Method	flow meter	flow meter	flow meter	flow meter	flow meter
Use Status	Standby	Standby	Standby	Standby	Primary
Water Use Type	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply	Public Water Supply
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

APPENDIX B

VPS CONSUMER CONFIDENCE REPORT (2019)



2019 Water Quality Report Village of Palm Springs

Este informe contiene información muy importante sobre su agua potable. Visite Village Hall para obtener una copia de este informe en español.

Delivering Excellence

The Village of Palm Springs is pleased to provide you with this year's Annual Drinking Water Quality Report. We want to keep you informed about the excellent water and services we have delivered to you over the past year. Our goal is and always has been, to provide to you a safe and dependable supply of drinking water.

Our Water Origins

The Village of Palm Springs gets its water from groundwater wells that draw from the surficial aquifer in eastern Palm Beach County. This groundwater source is adequately protected by the Palm Beach County Wellfield Protection Ordinance, which the Village of Palm Springs strictly adheres to. The Village of Palm Springs Water Treatment Plant pre-treats the raw water with a magnetic ion exchange (MIEX) system to remove organics before lime softening to remove hardness. It is then disinfected using chloramines (chlorine and ammonia compound) and filtered before delivery to your home or business through a network of underground pipes. This report shows our water quality results from 2019 and what they mean.



Village Manager Richard Reade, Vice Mayor Joni Brinkman, Council Member Doug Gunther, Mayor Bev Smith, Council Member Gary Ready, Mayor Pro Tem Patti Waller



"A Great Place To Call Home"

Contaminants

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

(A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

(B) Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

(C) Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.

(D) Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

(E) Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

Lead, if present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The Village of Palm Springs is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead

Contaminants Cont.

To ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Understanding Your Drinking Water

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791

Assessments

In 2019 the Florida Department of Environmental Protection performed a Source Water Assessment on our system. The assessment was conducted to provide information about any potential sources of contamination in the vicinity of our wells. There are five potential sources of contamination identified for this system with a low to moderate susceptibility level. The assessment results are available on the FDEP Source Water Assessment and Protection Program website at www.dep.state.fl.us/swapp or they can be obtained from (561) 965-4022.



Immuno-Compromised Individual

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Center for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

EPA Requirements

The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

Improvements

In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. These improvements are sometimes reflected in rate structure adjustments. We at the Village of Palm Springs work around the clock to provide safe, dependable, great tasting water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future. We encourage our valued customers to be informed about their water utility. If you want to learn more, please contact Mr. Paul Ward, Utilities Superintendent, at (561) 965-4022 or attend one of our scheduled council meetings. For more information concerning your water utility or a schedule of council meetings please visit www.vpsfl.org.

Monitoring Results

The Village of Palm Springs routinely monitors for contaminants in your drinking water according to Federal and State laws. The table on the following page shows the results of our monitoring for the period, of January 1st to December 31st 2019.



TEST RESULTS TABLE

Disinfectant or Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	MCL or MRDL Violation Y/N	Level Detected	Range of Results	MCLG or MRDLG	MCL or MRDL	Likely Source of Contamination
Chloramines (ppm)	01/19 - 12/19	N	2.99	.9 - 4.3	MRDLG = 4	MRDL = 4.0	Water Additive used to Control Microbes
Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination

Inorganic Contaminants

Nitrate (as Nitrogen) (ppm)	02/19	N	0.076	0.066 - 0.076	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage, erosion or natural deposits
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Microbiological Contaminants

Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	TT Violation Y/N	Result	MCLG	TT	Likely Source of Contamination
1. Total Coliform Bacteria	01/19-12/19	N	Negative	N/A	TT	Naturally Present in the Environment

Stage 2 Disinfectant and Disinfection By-Product

For haloacetic acids or TTHM, the level detected is the highest RAA, computed quarterly, of quarterly averages of all samples collected if the system is monitoring quarterly or is the average of all samples of all samples taken during the year if the system monitors less frequently than quarterly. Range of Results is the range of individual sample results (lowest to highest) for all monitoring locations.

Contaminant and Unit of Measure	Dates of Sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG or MRDLG	MCL or MRDL	Likely Source of Contamination
HAA5 (ppb) (Haloacetic Acids)	01/19, 04/19, 08/19, 10/19	N	35.9	14.3-46.6	N/A	60	By-product of drinking water disinfection
TTHM (ppb) (Total Trihalomethanes)	01/19, 04/19, 08/19, 10/19	N	38.05	18.5-54.6	N/A	80	By-product of drinking water disinfection

As you can see by the tables, our system had no violations. We're proud that your drinking water meets or exceeds all Federal and State requirements.

Data Table Key, Definitions, and Abbreviations

In this table you may find many terms and abbreviations you might not be familiar with.

To help you better understand these terms we've provided the following definitions:

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Initial Distribution System Evaluation (IDSE): An important part of the Stage 2 Disinfection By-Products Rule (DBPR). The IDSE is a one-time study conducted by water systems to identify distribution system locations with high concentrations of trihalomethanes (THMs) and haloacetic acids (HAAs). Water systems will use results from the IDSE, in conjunction with their Stage 1 DBPR compliance monitoring data, to select compliance monitoring locations for the Stage 2 DBPR.

Locational Running Annual Average (LRAA): The average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.

Maximum Contaminant Level or MCL: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level or MRDL: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal or MRDLG: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Parts per million (ppm) or Milligrams per liter (mg/l): one part by weight of analyte to 1 million parts by weight of the water sample.

Parts per billion (ppb) or Micrograms per liter (ug/l): one part by weight of analyte to 1 billion parts by weight of the water sample.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.



"A Great Place To Call Home"



Village of Palm Springs

226 Cypress Lane

Palm Springs FL 33461

WWW.VPSFL.ORG

(561) 965-4022



APPENDIX C

RECOMMENDED COMPREHENSIVE PLAN UPDATES

Chapter IV
Infrastructure Element
(Sanitary Sewer, Solid Waste, Drainage, Potable Water
and Natural Groundwater Aquifer Recharge)
Goal, Objectives and Policies

- Goal:*** "An efficient and effective System of Village owned public utilities that are operated and maintained in accordance with accepted levels of service, which promote orderly urban growth; and providing for the general health, safety and welfare of the Village residents, as well as, the Village's designated service area."
- Objective A:*** Ensure through the land development approval process that, at the time a building permit is issued, adequate public facility capacity is available or will be available at the time of occupancy.
- Policy A.1:*** All Goals, Objectives and Policies applicable to potable water are located in the Potable Water Sub-Element within this Infrastructure Element.
- Policy A.2:*** The Public Works Department shall maintain a current record of the level of service for sanitary sewer, solid waste and drainage. The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together any capacity demands committed through concurrency reservations for building permits approved prior to and subsequent to the adoption of the Comprehensive Plan but not receiving services and existing services being delivered. Subtract that total from the design capacity of the facility; the remainder is the capacity available to serve the new development project.
- Policy A.3:*** Public facility Level of Service standards as displayed on Table 2 are hereby adopted, and shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development project.

TABLE 2
VILLAGE OF PALM SPRINGS PUBLIC FACILITY CONCURRENCY
MANAGEMENT SYSTEM

PUBLIC FACILITY	LEVEL OF SERVICE STANDARD
Sanitary Sewer	Average Daily Sewage Generation Rate Residential: Single Family 350 gallons/day/dwelling unit Multiple Family 250 gallons/day/dwelling unit Non-Residential: 0.20 gallons/acre/day
Solid Waste	Average Generation Rate Garbage: 4.92 lbs./capita/day Trash: 1.75 lbs/capita/day
Drainage	Design Storm: Three (3) year frequency, 24-hour (one day duration; rainfall intensity curve as established by the South Florida Water Management District).
<i>Policy A.4:</i>	All development and/or redevelopment activities shall be reviewed in a manner consistent with adopted Level of Service standards as part of the site plan review and land development process.
<i>Policy A.5:</i>	The Public Works Department shall, in cooperation with the public utility service providers update facility demand and capacity information, as development permits are issued.
<i>Policy A.6:</i>	Prohibit the installation of additional septic tank systems, and require all new developments be served by the central wastewater system. Require all new developments to be served by central water systems.
<i>Policy A.7:</i>	Prohibit the installation of individual wells in proximity to the one (1) foot drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

Potable Water Sub-Element Goal, Objectives and Policies

Goal: “Protect the health, safety and welfare of the public while preserving a high-quality potable water supply for current and future use that complies with regulatory requirements.”

Objective B: *Potable Water Facilities and Level of Services:*

Continue to preserve the potable water supply as resource, both in quantity and quality by maximizing the use of existing facilities, correcting facility deficiencies and enhancing the ability to meet or exceed adopted Level of Service Standards during the ten year planning period applicable to the Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~). ✓

2020-2030

Policy B.1: It will be necessary to coordinate land uses and future land use changes with the availability of water supplies and the water supply facilities.

Policy B.1.1: During the building permit stage, water supply concurrency must be met.

Policy B.1.2: The sharing and updating of information to meet ongoing water supply needs and establishing LOS standards shall occur through coordination between SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~ and Atlantis.

Replace with
"Lake Worth
Utilities"

Policy B.2: Based on historic data and projected growth patterns, the Village shall adopt and impose the following LOS standards for potable water as the basis for determining the availability of facility capacity and planning for demand to be generated by development.

Policy B.2.1: The LOS standards for residential users will be:

A. 82 GPCD (GALLONS PER CAPITA/DAILY) LOS shall be utilized for that area served by the VPSUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area.

B. 115 GPCD LOS shall be utilized for that area served by the PBCWUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area.

Policy B.2.2: The LOS standards for additional water supply measures are:

A. A minimum pressure of 20 pounds per square inch shall be maintained.

B. 25% of the maximum daily flow + fire demand (120 min. x 1,000 gpm) shall be maintained in storage capacity.

Policy B.3: Require all new developments to be served by central water systems.

Policy B.4: With any addition to the Village of Palm Springs' service area, the Village shall redefine their service area boundaries by Ordinance, as per provisions of Chapter 180, Florida Statutes, as amended.

Policy B.4.1: Coordination among SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~, and Atlantis will occur should a change in service area occur or an annexation occurs in the Village.

Replace with
"Lake Worth
Utilities"

Policy B.5: When the Village's potable water facility reaches 80% percent of the SFWMD CUP and/or FDEP permitted plant capacity, the Village shall consider revising the Capital Improvement Plans, initiate FDEP permit modifications or renewal procedures, or seek a modification to increase the allocation under the CUP.

Date of Comp
Plan adoption.

2020-2030

Policy B.6: The Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~) adopted May 14, 2015 is incorporated herein by reference. The Village will continue to make appropriate changes to the Comprehensive Plan, LDC and other policies/regulations in order to implement the updated Water Supply Facilities Work Plan (2015-2025).

to be

2020-2030

2020-2030

Date of Comp
Plan adoption.

Policy B.7: The Village shall comply with the Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~) adopted May 14, 2015, which has been updated consistent with the SFWMD Lower East Coast Water Supply Plan.

Update, published on
January 14, 2019.

Policy B.7.1: The Plan, at a minimum, shall identify new or proposed water supply facilities that are necessary to serve existing and new development through ~~2018~~.

2030

Policy B.8: The Village's water system shall be maintained in a manner which meets or exceeds quality standards of regulatory agencies.

Policy B.8.1: The Village ~~shall~~ ~~comply~~ ~~with~~ the SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~ and Atlantis to evaluate water consumption rates to ensure consistency with LOS and permitted amounts.

Replace with
"Lake Worth
Utilities"

Policy B.9: Prohibit the installation of individual wells in proximity to the one (1) foot Village of Palm Springs Comprehensive Plan

Infrastructure Element
Amended: January 26, 2009
and January 14, 2016

drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

and quantity

or the regional system, including the Lake Okeechobee service Area and Water Conservation Areas.

Policy B.10:

Maintain a monitoring program of existing well fields to assure that the quality of potable water drawn from Village wells does not threaten the general health and welfare of the community

Policy B.11:

~~Locate new well fields, as the need becomes evident, in areas where the groundwater supply is not threatened by potential pollution sources.~~

Policy B.12:

The Village shall ~~increase the number of~~ wells to provide adequate capacities, as permitted by the South Florida Water Management District (SFWMD), to service new development activities and usage.

maintain

The Village shall expand

Policy B.13:

~~Expand~~ water treatment facilities to meet or exceed maximum day withdrawal from the raw water supply in accordance with the current water use permit.

Policy B.14:

Increase water storage capacity consistent with water system expansions.

Policy B.15:

As expansion to the water system occurs, loop distribution lines to maintain water quality in the lines and provide for more even water pressure.

Policy B.16:

Assure that fire flow requirements are met as the water system is expanded.

Objective C:

Aquifer Sustainability: Provide adequate potable water services to the service area while carefully considering aquifer water production limitations.

Policy C.1:

Replace with "Lake Worth Utilities"

~~in cooperation with SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Green Acres and Atlantis, the Village shall identify long-term water supply strategies that are consistent with applicable use permits and appropriate regional Water Supply Plans.~~

Policy C.2:

The Village shall participate in the water supply planning process, which includes the SFWMD and pertinent government entities, with the intention of developing a regional water supply plan that ensures sufficient quantity and quality of potable water resources are available for future use without creating unacceptable implications on natural resources.

Policy C.3:

Coordinate with SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, ~~Green Acres~~ and Atlantis will be undertaken to evaluate opportunities for additional water supply sources

Replace with "Lake Worth Utilities"

and recovery technologies when the Village considers new or expanded facilities.

Objective D: ***Existing Facilities and Urban Sprawl:*** Maximize the use of existing facilities, discourage urban sprawl and coordinate future expansion plans consistent with projected needs to accommodate development at the densities permitted in the Future Land Use Element of the Comprehensive Plan.

Policy D.1 Where appropriate, the Village shall require developers to submit a report for all LOS-based potable water systems expansion projects prior to issuance of a development order which demonstrates that development projects are consistent with **Objective D**.

Policy D.2 The Village shall allow development (based on the FLUM) only in areas that have sufficient existing or planned capacity for potable water facilities and where connection is available.

Objective E: ***Water Conservation:*** Actively participate in potable water conservation practices and programs on an ongoing, as well as, on an emergency basis.

Policy E.1: Promote the use of non-potable water for uses other than for human consumption as part of the site plan and land development review process when the health of the citizenry is not threatened, such as for irrigation at recreational and governmental sites.

Policy E.2: Maintain a Landscape Ordinance which requires the use of water- efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all new automatic irrigation systems and requires the conservation of water in irrigation by promoting native vegetation and/or the SFWMD's Florida Friendly landscaping practices when considering all proposals for development and/or redevelopment.

Replace ", which limits" with "and limit"

Replace "three" with "two"

Policy E.2.1: The City will continue to enforce the SFWMD's lawn and landscape irrigation rule, ~~which limits~~ irrigation to ~~three~~ days per week (based on address) between the hours of 12 a.m. to 10 a.m. AND/OR 4 p.m. to 11:59 p.m. with some exceptions, as may be revised.

Policy E.3: Maintain regulatory codes, consistent with Section 553 of the Water Conservation Act, F.S., to promote the use of low volume fixtures and other water saving devices in both public facilities, as well as, in private use.

Policy E.4: The Village will promote and educate developers and the public regarding

the use of low impact development techniques such as the Florida Water StarSM program, which is a point based, new home certification program for water-efficient developments, similar to the Federal Energy Star program.

Policy E.4.1: The Village shall issue no development orders or development permits without first consulting with the Village of Palm Springs Utilities Department and the Palm Beach County Water Utilities Department to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the Village of a certificate of occupancy or its functional equivalent. The Village will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its equivalent.

Policy E.5: The Village shall implement and enforce Water Shortage Emergency Provisions, established under Chapter 40E-21, Florida Administrative Code, upon declaration of a water shortage emergency by the South Florida Water Management District.

Policy E.5.1: Adoption of SFWMD's Irrigation Rule

Policy E.6: A contingency plan shall be maintained for restricted use of the potable water supply in times when current supply is insufficient or inadequate.

Policy E.7: In an effort to facilitate better water conservation management, the Village shall strive to reduce consumptive water use for the Village's water system by continuing graduated water use rates (Ordinance 2015-17), that establish a premium charge for potable water usage above the LOS standards developed in Policies B.2.1 and B.2.2.

Policy E.7.1: The Village shall inform residents and businesses of, and shall encourage their participation in, the local and regional water conservation programs. These information and educational programs shall include the following types of efforts:

- a. Brochures and signage to be made available at Village Hall.
- b. Pursuing funding through SFWMD Community education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- c. Inviting speakers for forums or workshops at Village Hall.

Policy E.7.2: The Village shall continue a leak detection and repair program for all Village facilities. It shall also encourage its citizens to adopt such a program for their own individual properties.

Objective F: *Alternative Water Supplies:* When appropriate, the Village shall explore opportunities to use alternative water supplies as sources for future water needs.

Policy F.1: The Village shall utilize alternative water supply sources, if feasible, when improving or expanding the water system.

Policy F.2: The Village shall encourage other suppliers of potable water to the ~~village~~ to utilize alternative water supply sources, if feasible, when improving or expanding the water system that serves the Village.

Objective G: Continually coordinate with the City of West Palm Beach, the designated service agent for the "East Central" sub- regional system, during the five (5) year planning period, to continue to provide sanitary sewer treatment facilities and services to meet existing and projected future wastewater demands for the sub-region with continued transmission of the Village's wastewater to the regional facility through Interlocal Agreements with both Palm Beach County and the City of Lake Worth.

Policy G.1: Require a high level of service for the residents of the Village by the utility service agent that is consistent with the Interlocal Agreements with Palm Beach County and the City of Lake Worth.

Policy G.2: Ensure constant monitoring of rate structures so that the lowest possible cost results to the Village ratepayer. The Village should perform a rate structure study, as appropriate.

Policy G.3: Maintain a high level of coordination between the Village and the utility service agent that is consistent with terms and conditions of the Interlocal Agreements.

Policy G.4: Continue participation in the "East Central" sub-region through sub-agreements for the Collection and transmission of wastewater with the City of Lake Worth and Palm Beach County.

Policy G.5: The Village staff shall study and explore the legal and management alternatives available to the ~~village~~ to facilitate its efficient service to the unincorporated portion of their service area.

Objective H: Continue to provide a central wastewater collection system to the citizens of the Palm Springs' service area during the five (5) year planning period.

Policy H.1: Maintain and update the Village's wastewater master plan within the

Policy G.6
The Village staff shall study and explore the introduction of reclaimed water services for the residents for the Village

five (5) year planning period as a guide to economically program necessary improvements to the wastewater collection system.

Policy H.2: Update and expand, as necessary, Village development regulations to require the construction of wastewater facilities that are in conformance with standards set forth by the Village at the developer's cost.

Policy H.3: The Village shall continue as the service agent for the maintenance and operation of the wastewater collection system within the Palm Springs' service area.

Objective I: The Village of Palm Springs shall continue to provide drainage services during the five (5) year planning period to meet existing and future demand in order to prevent or minimize flood hazards.

Policy I.1: Provide a proper mix of surface and subterranean drainage facilities which will effectively receive and direct stormwater runoff. This provision shall be maintained in the site plan review procedures of the Palm Springs' Land Development Code Ordinance.

Policy I.2: Improve existing stormwater drainage facilities where needed, especially in special flood hazard areas surrounding the lakes within the Village consistent with the Five (5) Year Schedule of Improvements.

Policy I.3: Ensure adequate stormwater drainage is provided in proposed developments by requiring developers to be responsible for providing the necessary drainage facilities. This provision shall be made in the site plan review procedures of the Palm Springs' Comprehensive Zoning Ordinance.

Policy I.4: Continue to update and maintain land development regulations which provide for adequate drainage facilities in conformance with the allowable stormwater discharge criteria established by the South Florida Water Management District, and which discharge criteria established by the South Florida Water Management District, and which address minimizing pollution into the lakes and canals in the Village.

Policy I.5: Continually maintain close liaison and coordination with the Lake Worth Drainage District to assure that the Village has input into the District's Plan of Reclamation during the five (5) year planning period.

Policy I.6: Require appropriate land uses in flood prone areas, as per the requirements of the Village Flood Damage Protection Ordinance and Building Code.

- Policy I.7:* Provide for periodic review and updating of drainage plans and annual drainage programs of maintenance and improvement, as part of the annual budgetary process.
- Policy I.8:* Establish a routine maintenance program for all catch basins and conduits within the Village.
- Objective J:** Maintain stormwater drainage regulations within the Subdivision Regulations Ordinance that protect natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.
- Policy J.1:* As part of the site plan review process, the Village should require that post-development runoff rates, volumes and pollutant loads be the same as predevelopment conditions and preserve existing natural drainage features by utilizing South Florida Water Management District's techniques.
- Policy J.2:* Protect and preserve water quality by use of construction site Best Management Practices (BMP's) and the incorporation of techniques such as on-site retention, use of pervious surfaces and native vegetation when considering proposals for land development and/or redevelopment.
- Policy J.3:* Protect water quality with development review and regulations which encourage eighty-five percent (85%) on-site retention of stormwater runoff and maintains open space and ground cover for maximum infiltration and percolation of stormwater by revising appropriate regulations within one (1) year from submittal of this Plan.
- Policy J.4:* Enforce existing subdivision regulations which protect natural vegetation in order to reduce erosion and minimize runoff pollution.
- Policy J.5:* Protect environmentally sensitive areas by controlling adjacent land uses by Interlocal Agreements or acquisition, if necessary,
- Objective K:** Continue to provide solid waste collection service during the five (5) year planning period to meet existing and future demands in a responsive and cost effective manner.
- Policy K.1:* The Village shall maintain a public information service in order to keep the citizenry aware of collection schedules and placement of refuse containers.

- Policy K.2:* In an effort to reduce costs of a high solid waste generation area as Palm Springs, the Village shall request the Solid Waste Authority of Palm Beach County to assist the Village in analyzing the efficiency of collection routes when they are questioned.
- Policy K.3:* Village management should be in regular communication with the private hauler serving the Village to coordinate the collection of solid wastes from apartments and commercial establishments that presently utilize private haulers in an effort to assure adequate and uninterrupted collection service.
- Policy K.4:* In order to assure continued service to areas that are served by private haulers, the Village shall maintain a liaison with private haulers to transfer complaints and to offer information to residents regarding collection and disposal of all solid waste.
- Policy K.5:* The Village shall maintain a regular service program of all vehicles and equipment used in the collection service in order to minimize breakdown, which may result in interruptions to service schedules.
- Objective L:*** The Palm Beach County Solid Waste Authority shall continue to provide solid waste disposal services during the five (5) Year Planning Period to the Village of Palm Springs to meet existing and projected future demands.
- Policy L.1:* Maintain the liaison and communication between the Village Manager and the Solid Waste Authority, and its Executive Director in order to ensure the Village's input to the management of established landfill sites and the purchase/development of any future landfill sites, or other alternative manner of solid waste disposal.
- Policy L.2:* Expand the Village's resource recovery program of paper collection to the collection of other items such as aluminum, plastics and glass that is consistent with Countywide resource recovery program goals when the Countywide program becomes available.
- Policy L.3:* The Village Manager shall maintain a liaison and communication with the Solid Waste Authority and its Executive Director to ensure input to developing collection techniques and methods for separation of solid waste materials, and other collection/disposal of a Countywide or regional concern.
- Policy L.4:* The Village shall continue monitoring construction sites to assure that solid wastes generated from construction activities on-site is disposed of in a proper and timely manner.

Objective M: To maintain a five (5) year schedule of capital improvements needs to be updated annually, in conformance with the **Capital Improvements Element**. Capital improvements needs are defined as: (1) those improvements necessary to correct existing deficiencies in order to maximize the use of existing facilities; or (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

Policy M.1: Existing deficiencies will be addressed by undertaking the following activities:

Sanitary Sewer - Several existing deficiencies have been identified with the "East Central" sub-regional system by the City of West Palm Beach, utility service agent; however, it is concluded that none of the deficiencies have resulted from any activities within the Village limits, nor are the deficiencies of a nature that can be addressed solely by the Village. As a result, Village action is limited to participation of the Village Manager and Utilities Director in the development of cooperative solutions under the direction of the City of West Palm Beach, City of Lake Worth and Palm Beach County, with the Village concentrations on meeting the future wastewater collection requirements within the Village's service area.

Solid Waste - The Village shall continue its program of collecting oil, paint and other household toxic wastes and shall also, request the Palm Beach County Solid Waste Authority, for refuse separation within the Village.

Drainage - Implement and update, within the five (5) year planning period, improvements to the existing drainage system in the Village. Also, continue the program of annual inspections, as a means of monitoring the efficiency of the system. Furthermore, assess the results of the annual program every five (5) years to determine whether or not corrective action is needed.

Stormwater Permits – Meet the requirements of the Village's portions of the Municipal Separate Storm Sewer System (MSA) permit.

Groundwater Recharge - Participate, through the occupational license procedure, with Palm Beach County to identify and regulate any uses from potentially polluting the Village's potable water well fields.

Policy M.2: The Village shall continue to evaluate and rank capital improvement projects proposed for inclusion in the five (5) year schedule of needs.

Policy M.3: Guidelines shall be developed to evaluate and rank proposed capital improvement projects with the following provided as suggested priority levels:

Level One - whether the project is needed to protect public health and safety in order to fulfill the Village's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.

Level Two - whether the project increases the efficiency of use of existing facilities, prevents or reduces future improvement costs, provides services to developed areas currently lacking full service, or promotes in-fill development.

Level Three - whether the project represents a logical extension of facilities and services within a designated Village Planning Area.

Objective N: Discourage urban sprawl in order to achieve a compact urban form. Measures to accomplish this objective shall include concurrency management requirements and site development regulations such as access management, intensity, and density limitations consistent with this Plan.

Policy N.1: All land uses that have been developed or approved for development within the Village must be adequately served by existing public utilities and services before the Village may approve any new development, redevelopment, or annexations that would require use of these utilities and services. These utilities and services shall include the following for which the Village has set a Level of Service Standard, including:

Water facilities
Sewer facilities
Drainage facilities
Roadways
Recreational facilities

Policy N.2: The Village shall direct urban growth to areas which can be served efficiently by public services and facilities in conformance with local land development regulations and the Village's five-year plan for capital improvements to discourage the proliferation of urban sprawl.

Policy N.3: No land use approval for new development, redevelopment or annexation shall cause facilities or services to fall below adopted local Level of Service Standards, as contained in the Capital Improvements Element of this Comprehensive Plan. Public facilities and services necessary to serve the proposed development, redevelopment, or annexation must be available, at the adopted local levels of service, concurrent with the impacts of development.

Policy N.4: All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.

Chapter V

Conservation Element

Goal, Objectives, and Policies

- Goal:** "A quality environment which protects, conserves and enhances the natural resources of the Village, and which is compatible with the development of Palm Springs."
- Objective A:** Protect and maintain a level of air quality which, as a minimum, complies with federal, state, and regional pollution control standards.
- Policy A.1:** Ensure that all existing and new development, as well as, facilities that emit gases or other substances which may degrade the environment, comply with applicable air quality standards. (As documented in PL 88-206).
- Policy A.2:** Adjust local codes and ordinances as necessary, to reflect current air quality standards as these become available.
- Policy A.3:** Support the efforts of local pollution control agencies to monitor air quality in the Village and coordinate and cooperate with these agencies in order to assure appropriate local input.
- Policy A.4:** Support the efforts of the Palm Beach County Metropolitan Planning Organization in the reduction of pollution resulting from vehicular movements.
- Policy A.5:** Continue to restrict and prohibit the open burning of trash, garbage, debris from land clearing and other identified matter within the Village.
- Objective B:** Protect and maintain Class III waters at a water quality suitable for limited water sports activities and for the management and propagation of fish and wildlife.
- Policy B.1:** Ensure that any development and subsequent use in or effecting Lake Bonita, Lake Palmarito, Lake Sago and other lakes and water features within the Village does not degrade water quality below approved standards (as documented in Chapter 17-3, Florida Administrative Code), by designating the lakes and canals as conservation uses and by requiring developers and landowners to provide such evidence as part of the site plan review and land development process.
- Policy B.2:** Strive to minimize direct or indirect stormwater runoff that may degrade the quality of water through coordination with Lake Worth Drainage District and South Florida Water Management District, through strict review of drainage plans as part of the site plan and land development process.
- Policy B.3:** Coordinate with the Palm Beach County Health Department/Palm Beach County Environmental Resource Department in monitoring Class III waters in order to constantly assess water quality and prevent degradation.

- Policy B.4:* Limit water-related recreational activities within the Village lakes, in order to assure that water quality is not adversely affected, through enforcement of local codes and ordinances that already exist. 2020-2030
- Objective C:* To protect and conserve water supplies, consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025), adopted May 14, 2015, which is incorporated herein by reference. Date of Comp Plan adoption.
- Policy C.1:* Maintain water conservation techniques and programs in cooperation with the South Florida Water Management District and other appropriate agencies such as use of low volume plumbing fixtures, wastewater re-use, dual conveyance, gray water, and others, through local regulation in order to promote a low per capita consumption of potable water.
- Policy C.1.1:* The Village shall inform residents and businesses of, and shall encourage their participation in, the local and regional water conservation programs. These information and educational programs shall include the following types of efforts:
- a. brochures and signage to be made available at Village Hall;
 - b. pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
 - c. Inviting speakers for forums or workshops at Village Hall.
- Policy C.1.2:* The Village shall maintain a leak detection and repair program for all Village facilities. It shall also encourage its citizens to adopt such a program for their own individual properties.
- Policy C.1.3:* The Village will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.
- Policy C.1.4:* The Village shall coordinate local water conservation education efforts with the SFWMD and the Palm Beach County School Board.
- Policy C.2:* Continue to cooperate with the South Florida Water Management District in the conservation of potable water supplies during periods of drought, declared water shortages, or water shortage emergencies by supporting and participating in the District's Water Shortage Plan.
- Policy C.3:* Coordinate with the Palm Beach County Environmental Resource Department with their Wellfield Protection Program. This program includes the review, identification and location of cones of influence around the wellfields in Palm Springs, and then protect and restrict land use activities in identified areas known to adversely affect the quality and quantity of potable

water sources. The site plan review procedures in the Palm Springs' Land Development Code shall require the location of cones of influence to be depicted on site plans.

- Policy C.3.1:* At a minimum, wellfield protection will be consistent with FDEP wellhead protection Rule 62-521, FAC; however, intergovernmental coordination with FDEP, SFWMD and other pertinent agencies will be pursued.
- Policy C.4:* Promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the SFWMD water use restrictions and ensure that low water use plumbing fixtures are used in all new buildings or in conjunction with permitted renovations in accordance with Florida Water Conservation Act, Section 553.14, Florida Statutes, as may be amended.
- Policy C.5:* The Village shall develop a public education program which will discourage waste and conserve water.
- Policy C.6:* In coordination with SFWMD, the Village shall maintain appropriate landscape water conservation measures; establish requirements in the LDC and further encourage or require, where appropriate, but not to the exclusion of non-native plantings, the use of native and drought tolerant plants and the use of low volume irrigation.
- Policy C.7:* The Village's potable water distribution system shall be monitored and unaccounted water loss within the system should be reduced and maintained to less than ten percent (10%) of the water entering the system.
- Policy C.8:* The Village will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive use permitting rules.
- Policy C.9:* The Village shall coordinate local water conservation education efforts with the South Florida Water Management District and other appropriate entities.
- Policy C.10:* The Village shall inform residents and businesses of, and shall encourage their participation in, the Village's, the County's and South Florida Water Management District's water conservation programs. These information and educational programs shall include the following types of efforts:
- a. Brochure and signage to be made available at the Village Hall;
 - b. pursuing funding through the South Florida Water Management District's Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and

c. Inviting speaker for forums or workshops at the Village Hall.

Policy C.11: The Village shall enforce alternate means and incentives to conserve water such as low flow plumbing fixture programs, irrigation meters, reuse of stormwater, surface water pumps and the identification of other alternative water supplies.

Objective D: Protect and maintain soils and native vegetative communities in Palm Springs.

Policy D.1: Continue to review development plans, as part of the site plan review process, for compatibility with and protection of the natural environmental characteristics and habitats existing within the Village. The protection of resources and habitats shall be provided for in the landscape regulation of the Palm Springs' Land Development Code.

Policy D.2: Continue to require the preservation and priority use of native vegetation within the Village by maintaining such provisions into the landscape requirements of the Palm Springs' Comprehensive Zoning Ordinance. Also, require the removal of undesirable exotic species by these regulations.

Policy D.3: Any construction, expansion or modification to the lakes and canals within the Village shall consider water and habitat enhancement features that are conducive to shoreline vegetation and to the stabilization of shores and grounds adjacent to such surface water bodies to help alleviate potential erosion and degradation of shorelines. This shall be clearly demonstrated by the developer or landowner, as part of the site plan review and land development process; and it shall be subject to approval by the Village Engineer.

Policy D.4: The Village shall work cooperatively with property owners to develop erosion control plans where areas experience erosion of shorelines or banks.

Objective E: Conserve and protect fish and wildlife habitats.

Policy E.1: Enforce the provisions and regulations contained within Chapter 91: Animals in the Palm Springs' Code of Ordinances and maintain the designation of the entire Village as a Bird and Wildlife Sanctuary.

Policy E.2: Protect and manage the lakes and canals in Palm Springs in a manner suitable for fish and wildlife propagation, by requesting the appropriate environmental agency in Palm Beach County to monitor the water quality in these water bodies.

Policy E.3: Utilize the services of the State Game and Fresh Water Fish Commission, if stocking of the lakes with fish is deemed desirable.

Objective F: Ensure that land development and land use activities be compatible with environmental characteristics of the village and give consideration to conservation of potable water supplies.

- Policy F.1:* Cooperate with developers especially in the preliminary stages of development, and monitor development activity to ensure that environmental features are not degraded or depleted, by establishing a preliminary application provision in the site plan review process, and make such provisions in the Palm Springs' Land Development Code.
- Policy F.2:* The Village shall coordinate closely with the Palm Beach County Environmental Control officer to assure that state and/or countywide environmental protection regulations are enforced, by requesting his review on projects that require such review as determined by the Village.
- Policy F.3:* Maintain, update and enforce subdivision regulations so that development is planned in accordance with natural characteristics of the land such as slope, elevation, drainage patterns and natural vegetation.
- Policy F.4:* Preserve or restore, where possible, the natural vegetation as permanent open space buffer zones. Require this as part of the landscape provisions and incorporate them into the Palm Springs' Comprehensive Zoning Ordinance.
- Policy F.5:* Conserve the lakes and canals within the Village as Class III waters and designate these surface water bodies as conservation uses on the Future Land Use Map.
- Objective G:** The Village shall continue to regulate the management of hazardous wastes and materials.
- Policy G.1:* The Village shall continue to implement the Palm Beach County programs that regulates the storage and disposal of hazardous wastes and materials.
- Objective H:* The Village of Palm Springs shall consider implementing outreach and incentive programs to promote and improve energy efficiency 2020-2030 community.
- Policy H.1:* The Village shall enforce standards within its 10-Year Water Supply Facilities Work Plan for the Village of Palm Springs (~~2015-2025~~), adopted ~~May 14, 2015~~ to increase the use of recycled water.
- Policy H.2:* The Village shall organize events, workshops, and outreach programs to promote water conservation, waste reduction, and energy efficiency.
- Date of Comp Plan adoption.

Chapter VIII Capital Improvements Element Goal, Objectives, and Policies

Goal "The efficient provision of needed public facilities in a timely manner which protects investments in and maximizes the use of existing facilities, and promotes orderly compact municipal growth, while protecting the health, safety and welfare of Village residents."

Objective A: Provide capital improvements that correct existing deficiencies, accommodate projected future growth and/or replace worn out or obsolete facilities as defined in the elements of the Comprehensive Development Plan, according to the schedule defined herein.

Policy A.1: The Village shall include all land and improvements projects identified in the elements of this Comprehensive Development Plan and determined to be of relatively large scale and high cost (\$25,000 or greater), as capital improvements projects for inclusion within the **Five (5) Year Schedule of Improvements**.

Policy A.2: The five (5) year schedule of needs, is hereby incorporated as the **Five (5) Year Schedule of Improvements (TABLE 1)**.

Policy A.3: The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the **Five (5) Year Schedule of Improvements**, which are designed to correct existing public facility deficiencies.

Policy A.4: A Capital Improvements Coordinating Committee, composed of the Village Manager, Finance Director and operating department heads, shall continue to evaluate and rank in order of priority projects proposed for inclusion in the **Five (5) Year Schedule of Improvements**.

Policy A.5: Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- (a) whether the project is needed to protect public health and safety, to fulfill the Village's legal commitment to provide facilities and services, or to preserve, achieve full use of or increase the efficiency of existing facilities; and
- (b) whether the project prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development.

Policy A.6: As part of its capital improvements programming, the Village shall review and establish priorities for the replacement of water supply facilities, correction of water supply and facilities

deficiencies, and the provision for future water supply and facility needs as part of its Five (5) Year Schedule of Improvements, , consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025), adopted May 14, 2015. These projects are highlighted on TABLE 1.

Date of Comp
Plan adoption.

Objective B: Require that future development and redevelopment bear one-hundred percent (100%) of the proportionate costs of facility improvements necessary to maintain adopted Level of Service standards.

Policy B.1: The Village shall update and maintain the Land Development Regulations to require that local streets, drainage, sewage collection and potable water distribution systems improvements of any new development or redevelopment be provided by such development.

Objective C: Annually manage Village fiscal resources in a manner to ensure the provision of needed capital improvements.

Policy C.1: The Village shall enforce the Land Development Regulations to require that, prior to the issuance of certificates of occupancy, all public facilities are available to serve development or redevelopment for which development orders were previously issued.

Policy C.2: In providing capital improvements, the Village shall limit general obligation debt service expenses to an amount that will allow the annual maintenance of a minimum twenty percent (20%) ratio of General Fund balance to Operating Budget (including debt service).

Policy C.3: The Village shall annually update the **Five (5) Year Schedule of Improvements** and associated capital budget as part of its budgeting process. The capital budget process shall be used to determine the financial feasibility of defined capital improvements. The capital budget shall be adopted annually.

Policy C.4: Appropriate efforts shall be made to secure grants or private funds, whenever available, to finance the provision of capital improvements.

Policy C.5: The Village shall request comment by the Lake Worth Drainage District and South Florida Water Management District, prior to programming any potable water or drainage-related capital improvements, and the Florida Department of Transportation, prior to programming any road system capital improvements.

Policy C.6: The Village shall maintain replacement and renewal funds for all public facilities over which it has operational control. The decision to expend replacement and renewal funds shall be made annually, as part of the local budget process, or as emergency repairs require.

Policy C.7:

The Village shall make efforts to seek additional revenue sources to specifically fund water supply and facility projects, as needed, pursuant to the Water Supply Facilities Work Plan for the Village of Palm Springs (2015-2025).

Objective D:

Condition decisions regarding the issuance of development orders and permits on the consistency of the development requirements included in this Plan, the Village Land Development Regulations, and the availability of necessary public facilities needed to support such development at the time needed.

Policy D.1:

The Village shall use Level of Service (LOS) standards adopted in the various elements of this Comprehensive Development Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

Policy D.2:

The Village shall continue to enforce the Adequate Facilities Ordinance to ensure that, at the time a development permit is issued, adequate facility capacity is available, or will be available, upon occupancy of the development.

Policy D.3:

Proposed Comprehensive Development Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- (a) contribute to any condition of public hazard as described in the **Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element**;
- (b) exacerbate any existing condition of public facility capacity deficits, as described in the **Transportation Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Ground Water Aquifer Recharge Element, and Recreation and Open Space Element**;
- (c) generate public facility demands that may be accommodated by capacity increases planned in the **Five (5) Year Schedule of Improvements**; and
- (d) conform with future land uses as shown on the Future Land Use Map of the **Future Land Use Element**, and public facility availability as described in the **Sanitary Sewer Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element**.
- (e) impact public schools and/or the timing and delivery of public school facilities to serve any residential development, pursuant to the School District's Five-Year Capital Facilities Plan.

Policy D.4: The Village shall use Level of Service (LOS) Standards adopted in the various elements of this Comprehensive Development Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

Goal: The Village of Palm Springs shall provide a mechanism to be included in the Land Development Regulations, by which all service providers and the Village coordinate land development decisions and facility capacity requirements to ensure that level of service standards are maintained as new development occurs.

Objective E: Monitor available capacity for services and facilities as well as coordination between the Village and service providers to ensure available capacities of services and facilities.

Policy E.1: The **Five (5) Year Capital Improvements Schedule** shall identify and fund those projects for which the Village is the service provider and which are required to maintain the level of service standards.

Policy E.2: The Village shall require documentation from the service providers that facility capacity is available and will be reserved for approved development.

Policy E.3: The Village shall coordinate with service providers to ensure that facilities are expanded or new facilities are constructed to accommodate impact of new development.

Policy E.4: The Village shall coordinate with the School District of Palm Beach County on comprehensive plan amendments, development orders, and other land-use decisions which may be projected to impact the public schools facilities plan. The Village shall incorporate letters from the School District identifying school capacity availability into Village staff reports presented to the Village Council. The Village may incorporate conditions of approval into ordinances or resolutions to mitigate development impacts at the request of the School District, as the Village deems appropriate.

Objective F: The Village shall provide the School District with periodic information generated from the Village's development and approvals that is needed to maintain school adequacy, including information required for the School District to establish school siting criteria, joint approval of the public school capital facilities program, and school utilization.

Policy F.1: For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a school capacity availability determination (SCAD) issued by the School District of Palm Beach County that

identifies the capacity, or lack thereof, of existing facilities or planned facilities in the current School District Capital Facilities Program Plan to serve additional students. Should the proposed project negatively impact the public school system, the School District staff may recommend reasonable conditions to mitigate such impacts, and these considerations shall be included in the Village staff report for consideration by the Village Council.

Policy F.2:

The School District of Palm Beach County Five Year Capital Facilities Plan, as may be amended, is adopted as a supplement to the Village of Palm Springs “Five Year Schedule of Improvements”, Table 3, of the Capital Improvements Element. The Village shall have no obligation or responsibility for funding the School Board’s Capital Facilities Plan.



Village of Palm Springs

Executive Brief

AGENDA DATE: October 8, 2020

DEPARTMENT: Administration

ITEM 10.1: Approve First Amended and Restated Village Manager Employment Agreement
(Revised Information)

SUMMARY:

During the August 20, 2020 Council Meeting, the Village Council discussed the Village Manager's annual evaluation and provided consensus to amending the Employment Agreement between the Village of Palm Springs and Richard J. Reade (Agreement). Subsequently, there were other proposed revisions to the Agreement that have been negotiated. As a result, the Village Attorney has prepared a First Amended and Restated Village Manager Employment Agreement as set forth in the attached letter from the Village Attorney.

The proposed First Amended and Restated Village Manager Employment Agreement would be effective upon the approval of the Village Council.

FISCAL IMPACT:

As set forth in the attached letter from the Village Attorney.

ATTACHMENTS:

First Amended and Restated Village Manager Contract

Village Attorney Letter to Council About Village Manager Employment Agreement Amendments

First Amended and Restated Village Manager Contract - Redline Version

Village of Palm Springs
First Amended and Restated Village Manager Agreement

THIS FIRST AMENDED AND RESTATED VILLAGE MANAGER AGREEMENT between RICHARD J. READE ("MANAGER" or "EMPLOYEE") and the VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("EMPLOYER" or "VILLAGE") is made this ____ day of October, 2020.

WHEREAS, on June 27, 2013, the parties had entered into a Manager Employment Agreement;

WHEREAS, subsequent to the Manager Employment Agreement the parties agreed, at public meetings, to amend the original Manager Employment Agreement;

WHEREAS, the parties entered into an Amended and Restated Village Manager Agreement on October 10, 2019;

WHEREAS, the parties have decided to enter into this First Amended and Restated Village Manager Agreement ("Agreement");

WHEREAS, the Village Council, on behalf of the Village, desires to continue to employ Manager, as the Village Manager of the Village, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to continued employment as the Village Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the Village and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, the sufficiency of which is hereby acknowledged, have agreed as follows:

I. EMPLOYMENT OF MANAGER

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby agrees to continue to employ MANAGER as its full-time, exempt Village Manager and MANAGER hereby agrees to continue such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, Policies and Procedures of EMPLOYER, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the MANAGER and EMPLOYER from time to time. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

The MANAGER shall be responsible only to the Village Council and shall satisfactorily perform the duties of Village Manager as determined by the Village Council. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the EMPLOYER and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the EMPLOYER in accordance with applicable laws, policies, practices and rules.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, MANAGER is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws and approved by EMPLOYER.

The term "employed" as used in this section, shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER'S time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The MANAGER shall devote his full time to act as the Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

- A. The Term of this Agreement and MANAGER'S continued employment commence on October ____, 2020, and shall remain in effect through and including August 7, 2024, unless earlier terminated as provided in Section VII. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section VII herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section VII herein below.

V. COMPENSATION

- A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$179,524.80 which became effective, by Council action, on August 7, 2020. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.
- B. Benefits.
 - 1. Personal Leave Time: MANAGER shall earn Personal Leave Time in the amount of 30 days (240 hours) annually. MANAGER shall earn Personal Leave Time per year accrued in equal installments on a weekly or bi-weekly basis to correspond to the EMPLOYER's regular payroll cycle. The MANAGER shall be permitted to use Personal Leave Time in the same manner and under the same provisions as other Village employees as set forth in the EMPLOYER'S policies, as amended from time to time. Personal Leave Time shall be immediately available for use upon accrual of same. Additionally, MANAGER is entitled to participate in EMPLOYER'S Personal Leave Incentive Payment Program, to the extent such a program exists, as outlined in EMPLOYER'S employment regulations/policies. MANAGER'S participation in the Personal Leave Incentive Payment Program shall have the same maximum annual payout as other Village employees, but MANAGER shall not have a minimum personal leave day usage in order to participate in the Personal Leave Incentive Payment Program.

All accrued and unused Paid Leave Time (up to a maximum of 800 hours) shall be paid at 100% upon separation of employment, regardless of the reason for separation.

2. Administrative Leave Days: MANAGER shall be provided five (5) days of Administrative Leave Days each contract year for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment, but shall not be used during the Probationary Period. Further, Administrative Leave Days accrued, but not used by the end of each contract year shall be forfeited. However, unused Administrative Leave Days shall be paid upon separation from employment, regardless of the reason for separation. "Contract year" is defined as each August 7th to the following August 6th.
3. Insurance: The MANAGER, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER'S Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.
4. Retirement/Deferred Compensation: The MANAGER shall be eligible to participate in the system currently available to, and under the same terms as, other Village employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other participants in the same or similar job categories.
5. Car Allowance: In lieu of an official vehicle, EMPLOYER shall provide MANAGER with a monthly car allowance of five Hundred Fifty and No/100 Dollars (\$550.00) in full payment of any expenses arising from this employment, provided the MANAGER maintains personal car insurance coverage for property damage and bodily injury consistent with the EMPLOYER'S current automobile policy limits. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the EMPLOYER on the basis of a signed statement of the MANAGER, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. MANAGER shall be responsible for any tax consequences relating to such car allowance. Additionally, in the event MANAGER is involved in a car accident while driving for EMPLOYER business, EMPLOYER agrees to allow MANAGER to submit the accident to EMPLOYER'S motor vehicle insurance policy. MANAGER understands that EMPLOYER does not guarantee that the accident will be covered by EMPLOYER'S insurance policy, nor does EMPLOYER warrant, represent, agree to, or affirmatively state that any such accident will be covered under any EMPLOYER insurance policy and that coverage can be denied by the insurance company if the accident is not covered under the policy.
6. Cellular Telephone: EMPLOYER shall provide MANAGER with a cellular telephone and service to be used EMPLOYER-related business. MANAGER shall be responsible for any tax consequences relating to the provision of such a device and associated service.
7. Dues, Subscriptions, and Training: EMPLOYER shall pay reasonable and appropriate professional dues, subscriptions, and training on behalf of the MANAGER for the purpose of allowing him participation in direct job-related associations, subject to budget constraints.
8. Per Diem and Subsistence Allowance: MANAGER shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in §112.061, Florida Statutes, which reimbursement shall not be considered part of the MANAGER'S Compensation. However, no reimbursement for mileage or other vehicle expenses related to the maintenance or operation of MANAGER'S private vehicle will be provided except as specified in Section V, B, 5, of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on EMPLOYER business other than MANAGER'S Base Salary then in effect.

9. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER.
 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.
- VI. PERFORMANCE EVALUATION: Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the Village and progress towards attaining EMPLOYER'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented. Progress towards such goals and objectives may be evaluated annually or as otherwise agreed to by both parties.
- VII. TERMINATION AND SEVERANCE PAY
- A. Without Cause.
1. EMPLOYER may terminate MANAGER without cause at any time during the Term of the Agreement, or any extension of the term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.
 2. The EMPLOYER'S termination of MANAGER without cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
 3. Pursuant to Section V, B, 1 of this Agreement, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
 4. Severance Pay.
 - a. In the event MANAGER is terminated by EMPLOYER Without Cause, he shall receive Severance Pay equal to the gross amount of 20 weeks Base Salary in effect at the time of termination, and Severance Pay shall include the value of the following Benefits or perquisites as permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). The Benefits included in Severance Pay are calculated at the value of 20 weeks of such Benefits as follows:
 - i. Premium amounts paid by the EMPLOYER for the health insurance programs provided pursuant to Section V, B, 3.
 - ii.
 - b. Severance Pay shall be made within 15 calendar days after receipt of an executed Full and General Release in the form attached hereto as Exhibit "A", including all employment-related claims, by MANAGER in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.
 - c. MANAGER'S failure to deliver a Full and General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.
- B. With Cause.
1. EMPLOYER may terminate MANAGER With Cause as provided herein.
 2. "With Cause" is defined as termination based upon a determination by the Council that any of the following actions were committed by the MANAGER:

- a. fraud;
 - b. embezzlement;
 - c. conviction of a felony relating to official duties;
 - d. violation of Florida's or Palm Beach County's Code of Ethics by the MANAGER;
 - e. violation of EMPLOYER'S Code of Ethics and Conflict of Interest or Outside Employment policies;
 - f. breach of this Agreement;
 - g. violation of the EMPLOYER'S Policy Against Harassment or Discrimination;
 - h. violation of EMPLOYER'S Drug-Free Workplace Policy; or
 - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.
3. EMPLOYER may terminate MANAGER With Cause at any time during the Term of the Agreement, or any extension of the Term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.
 4. The EMPLOYER'S termination of MANAGER With Cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
 5. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to termination With Cause. However, pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
- C. Resignation.
1. MANAGER may voluntarily resign his employment with EMPLOYER by providing EMPLOYER at least thirty (30) days written notice in advance. During the 30-day period, EMPLOYER may require MANAGER to cease or limit the work performed on EMPLOYER matters, during which time MANAGER is entitled to such regular Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.
 2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to resignation from employment.
 3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
- D. Expiration of Term.
1. MANAGER'S employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent Term where extended by a written amendment.
 2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to the expiration of the Term, or any subsequent Term where extended by a written agreement.
 3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

E. Death.

1. This Agreement, the Term and any subsequent Term where extended by written agreement, and MANAGER'S employment shall terminate automatically upon the MANAGER'S death.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, as a result of death.
3. Pursuant to Section V, B, 1, EMPLOYER shall pay MANAGER'S designated beneficiary any accrued and unused Paid Leave Time, if any, due MANAGER (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within fifteen (15) days of the MANAGER'S Death. "Designated beneficiary" shall be the person(s) designated by the MANAGER in the Village's Life Insurance Program, will, trust, or similar document.

F. Disability

1. If the MANAGER becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Paid Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.
2. Pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
3. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of Disability.

VIII. General Provisions:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon EMPLOYER and MANAGER and the successors, assigns and heirs of each respectively.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. Indemnification. EMPLOYER shall provide an attorney to defend the MANAGER against any civil action for any injury or damage suffered as a result of any act, event, or omission that arises out of the MANAGER'S employment, unless the MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. When providing such defense, EMPLOYER may compromise and settle any such claim or suit and pay the amount of such settlement in its sole discretion. EMPLOYER shall not be liable for the acts or omissions of the MANAGER committed while acting outside the course and scope of his employment or committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instances where EMPLOYER has provided a defense, yet the MANAGER was found to be personally liable for such injury or damages, the MANAGER shall reimburse EMPLOYER for

any legal fees, costs, and expenses EMPLOYER has incurred or otherwise paid on his/her behalf in connection with the alleged conduct. Such payment shall become due and payable within thirty (30) days of the final judgment.

- a. Where the MANAGER has separated employment prior to the EMPLOYER or MANAGER receiving notice of the civil action, EMPLOYER shall provide an attorney to defend the MANAGER against as a result of any act, event, or omission that arises out of the MANAGER'S course and scope of employment, unless MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
 - b. EMPLOYER shall provide an attorney to defend the MANAGER against complaints or charges brought before the State or local Commission on Ethics if it determines that the act, event, or omission arises out of the MANAGER'S course and scope of employment, and that providing such defense serves a public purpose. Such defense shall be provided regardless of whether the EMPLOYER or MANAGER receives notice of the charge prior to or after the MANAGER'S separation from employment. However, the VILLAGE's obligation to pay for any such defense expires for any such complaints or charges filed more than five (5) year after the MANAGER's separation date. If MANAGER is determined to have personally and directly violated the applicable Code of Ethics, he shall, within thirty (30) days of said determination, pay the VILLAGE all monies paid by the VILLAGE in defending MANAGER, including, but not limited to, all attorneys' fees incurred.
- G. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.
- H. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER'S right to enforce or exercise said right(s) at any time thereafter.
- I. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- J. The Full and General Release for the Severance Pay referenced in this Agreement has been provided to MANAGER and is attached hereto as Exhibit "A". By entering into this Agreement, MANAGER acknowledges that he has been advised to consult with personal legal counsel to review such Full and General Release and has had adequate time to consider same.
- K. Post-Termination Name Clearing Meeting: MANAGER may avail himself of the Village's Post Termination Name-Clearing process in accordance with Village policy in effect at the time of termination, if any. However, in light of the organizational structure, MANAGER must submit any request for such meeting in writing to the City Attorney within 10 business days of the date of termination and such meeting will be scheduled to occur at a regular Council Meeting with the Council presiding at such meeting or, in lieu of attending a meeting, MANAGER or the Village may choose for Manager to submit a written statement to be included in the MANAGER'S personnel file. The meeting is not an appeal of the termination decision and the Council shall not consider reinstatement at the Post-Termination Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.
- L. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
ATTN: Mayor and Village Attorney

TO: Richard J. Reade
Address on File at the
Village Clerk's office

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

VILLAGE MANAGER

RICHARD J. READE

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 2020 by **Richard J. Reade**, who is personally known to me, or has produced _____ as identification and did/did not take an oath.

Notary Public
Signature and Seal

My commission expires:

ATTEST

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
KIMBERLY M. WYNN, Village Clerk

BY: _____
BEV SMITH, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, Village Attorney

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is hereby made and entered into by and between RICHARD J. READE ("Employee") and VILLAGE OF PALM SPRINGS (hereinafter referred to as "Employer"). In exchange for the mutual promises set forth below and intending to be legally bound, the Employer and the Employee agree to the following terms and conditions:

- A. Employee was employed as an Village Manager of said Employer; and
- B. Employee is separated from employment effective _____, without cause. As such, the Employer shall have no obligation to employ Employee under any circumstances in the future.
- C. Employee recognizes that his last day of work is _____. However, if Employee accepts the terms and conditions of this Agreement, Employee shall receive Severance Pay in a gross amount equivalent to 20 weeks of Base Salary and the value of Benefits as defined in VII(A)(4) of the First Amended and Restated Village Manager Agreement (less required withholding for federal, state and local taxes) as set forth in Paragraph G of this Agreement.
- D. It is agreed and understood that neither the offer or acceptance of this Agreement nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Employer or the Employee.
- E. Employee hereby releases and discharges the Employer (and all of its affiliates, successors, assigns, directors, officers, insurers, board members, employees, and agents) from and against any and all liability to Employee upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, arising out of or relating to Employee's employment, separation from employment, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this Agreement is signed and becomes effective. Without limiting the generality hereof, this release covers claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this Agreement); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Family Medical Leave Act, Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a-6, and 2000e-17); the Americans with Disabilities Act, the National Labor Relations Act; the Older Worker Benefit Protection Act, The Florida Civil Rights Act; any state or federal Whistle blower's Act; Public Employee Relations Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement Income Security Act; the Patient Protection and Affordable Health Care Act; the Genetic Information Nondiscrimination Act; the Public Health Services Act; Sarbanes-Oxley; the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida Civil Rights Act; the Florida Equal Pay Act; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; and any and all amendments to such acts); any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorneys' fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; and every other source of legal rights and

obligations which may validly be waived or released, except rights created or preserved expressly in this Agreement.

F. The Employee makes the following representations to the Employer, each of which is necessary before the Employer will pay Severance Pay to the Employee under this Agreement:

- (1) that the payments and other benefits which the Employer has agreed to provide, as stated below, are payments and benefits to which he would not be entitled if it were not for this Agreement;
- (2) that no consideration, promises, agreements or representations have been made to him to encourage him to sign this Agreement, except those that are contained in this Agreement;
- (3) that he has read and understands each and every provision of this Agreement and any waiver pursuant to this Agreement is knowing and voluntary;
- (4) that he has been advised by the Employer that he has seven (7) days from the date he signs this Agreement to rescind his acceptance of this Agreement in writing by delivering such written rescission to the Mayor within the 7-day period;
- (5) that he has been advised by the Employer that he should consult an attorney of his own choosing before signing this Agreement;
- (6) that he has had an adequate and reasonable period of time (at least 21 calendar days) to decide whether or not to sign this Agreement. Accordingly, failure to sign and deliver the Agreement to the Village Attorney on or before **5:00 p.m. on the 25th day following the date of termination**, shall be deemed a rejection of the Agreement and he shall not be entitled to the benefits outlined herein to which he would not otherwise be entitled. Material or immaterial changes to this Agreement do not restart the running of the 21-day period.
- (7) that he has not filed any complaints or initiated any other legal proceedings against the Employer before the date of signing this Agreement.
- (8) that he has not assigned, transferred or purported to assign or transfer any claims released in this Agreement to any person, association or entity.
- (9) that he has accurately reported all hours worked and has been paid in full for all time worked in accordance with the law and is owed no wages, whether in the form of straight time, overtime, or liquidated damages.
- (10) that he has not suffered an occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled him to file a Workers' Compensation claim, whether temporary, permanent, partial or total.
- (11) that he was provided and received all paid and unpaid leaves of absence to which he was entitled.
- (12) that he assumes the risk for any mistake of fact now known or unknown and that he understands the significance of this Agreement.

(13) that he has the mental capacity to enter into this Agreement.

- G. In exchange for the general release and other promises and acknowledgments made by Employee in this Agreement, the Employer agrees to pay Employee Severance Pay equal to 20 weeks of Base Salary and the value of Benefits as defined in VII(A)(4) of the First Amended and Restated Village Manager Agreement (less required withholding for federal, state and local taxes).
- H. Employee agrees (unless otherwise required by law) not to:
 - (1) discuss the existence of the terms of this Agreement, subject to Section F(5);
 - (2) disclose to any third party any confidential information of the Employer;
 - (3) make any statements, whether verbal or written, that disparages or defames the Employer;
or
 - (4) file any claims waived by this Agreement.
- I. Employee agrees to indemnify, defend and hold Employer harmless from and against any cost or expense including, but not limited to, attorney's fees and costs at any level of trial and appeal, incurred by Employer with respect to its enforcement of the terms of this Agreement by any legal or equitable means. However, this provision does not apply to any claims made under the ADEA.
- J. This Agreement shall inure to the benefit of and be binding upon the Employer and Employee and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.
- K. This Agreement constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.
- L. Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.
- M. The Agreement shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County.
- N. This Agreement and General Release shall not be construed against the party who drafted same.
- O. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.
- P. Employee will separately receive information regarding his eligibility to continue any medical insurance under COBRA at his sole cost and expense.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

MANAGER

RICHARD J. READE

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ 202__ by **Richard J. Reade**, who is personally known to me, or has produced _____ as identification and did/did not take an oath.

Notary Public
Signature and Seal

My commission expires:

ATTEST

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
Kimberly M. Wynn, MMC, Village Clerk

BY: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney

**TORCIVIA, DONLON
& GODDEAU, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*

Jennifer H.R. Hunecke
R. Brian Shutt*
Pamala H. Ryan*
Matthew L. Ransdell

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

October 7, 2020

Mayor Smith and Village Council Members
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: First Amended and Restated Village Manager Agreement

Dear Mayor and Council Members:

The proposed First Amended and Restated Village Manager Agreement will be on your October 8, 2020 Agenda. Attached is both a clean version and a version showing all deleted language stricken through and all new language underlined. I have also attached Charter section 4.02. Allow me to summarize the significant changes.¹

Paragraph V(a) – Base Salary – Reflects Council's action on August 20, 2020, increasing Mr. Reade's base salary by 5% to \$179,524.80.

Paragraph V(b)(1) – Benefits – The limitation on the accrual of Personal Leave Time days to, "the rate established for employees set forth in the employer's policies" has been removed (attached is a copy of the personal leave time policy). In this version and the prior version of the Agreement, the Village Manager was earning in excess of the established accrual, which is based on years of service for regular employees.

In addition, language was added that, "all accrued and unused Paid Leave Time (up to a maximum of eight hundred hours) shall be paid at 100% upon separation of employment,

¹ At the Mayor's request, I have included the approximate financial impact of these changes based upon Mr. Reade's current salary. You may want to request the Finance Dept. to provide precise calculations.

regardless of the reason for separation.” The prior Agreement was silent on this matter and the Employment Regulations provision would have controlled. The current maximum payout of leave under the Employment Regulations in 360 hours for a 6-10 year employee, 480 hours for an 11-20 year employee, and 600 hours for a 21 year employee. Mr. Reade currently accrues Paid Leave Time at the rate of an 11-20 year employee (480 hours). Mr. Reade advised he currently has 608 hours of accrued Personal Leave Time. At Mr. Reade’s current salary, 480 hours of leave = \$41,428.80; 600 hours = \$51,786.00; 700 hours = \$60,417.00; 800 hours = \$69,048.00.

Paragraph V(b)(2) – Administrative Leave Days – The five (5) Administrative Leave Days that Mr. Reade accrues and may use each year, are now to be paid out only if his employment is terminated by the Village. At Mr. Reade’s current salary, five administrative leave days = \$3,452.40.

The proposed severance payments discussed in Paragraph VII will only be paid out (except for payment of Paid Leave Time) if the Village Manager’s employment is terminated by the Village.

Paragraph VII(a) – Termination and Severance Pay –

A. Without Cause

Consistent with Paragraph V(b)(1), it is proposed that (3) – The Manager would receive any accrued and unused Paid Leave Time, up to 800 hours, upon separation regardless of the reason for separation. As noted above, the prior Agreement was silent on this matter and the caps in the Employment Regulations provision would have controlled.

Paragraph VII(a)(4) – It is proposed that Severance Pay be increased from 12 weeks (\$41,428.80) to 20 weeks (\$69,048) of base salary, which is the maximum permitted under State Law. It is proposed that Severance Pay would also include the value of the 20 weeks of insurance premium amounts paid by the Village on Mr. Reade’s behalf for health insurance programs (approximately \$3,143.40).

Paragraph VII(b)(2)

B. With Cause

The Agreement currently specifies the eleven reasons (subparagraphs a-k) why the Village may terminate the Village Manager’s employment with cause. If terminated with cause, he would not be entitled to severance pay. However, it is now proposed that he would receive payment of the accrued and unused Paid Leave Time, up to 800 hours, as mentioned above.

Mr. Reade had proposed that the Village remove or modify some of the eleven items from those that would constitute cause, as he believes that they are vague and undefined. The proposed Agreement eliminates two (2) of the eleven (11) With Cause items (unsatisfactory performance and negligence in the performance of official duties). Additionally, he has requested consideration of language that would provide for an independent investigation related to these items. Mr. Reade and I will continue discussing revising the With Cause section with the intention of bringing this section back to the Council within the next few months. We will also be discussing the language of the General Release.

Paragraph VIII(f)(b) – Revised to reflect that the Village shall provide an attorney (as opposed to “may” provide an attorney) to defend the Manager regarding ethics complaints for up to five (5) years after the conclusion of his employment. Language was added that if the Manager is ultimately found to have personally and directly violated the applicable code of ethics, he must then repay the Village all monies that the Village paid in defending the ethics complaint.

In summary, the current financial impact of the proposed Agreement, only if the Manager’s employment is terminated by the Village, is estimated as follows:

<u>Current Agreement</u> <u>Without Cause</u>	<u>Proposed Agreement</u> <u>Without Cause</u>
12 weeks’ pay = \$41,428.80	20 weeks’ pay = \$69,048
Administrative Leave Days - \$0	5 Administrative Leave Days = \$3,452.40
Car Allowance = \$0	
Health Insurance Premium = \$0	20 Weeks of Health Insurance Premium = \$3,143.40
Paid Leave Time ²	Paid Leave Time ³ at current accrual (608 hours) in excess of current cap (480 hours) = \$11,047.68
TOTAL = \$41,428.80	TOTAL = \$86,691.48

<u>Current Agreement</u> <u>With Cause</u>	<u>Proposed Agreement</u> <u>With Cause</u>
Paid Leave Time at the current cap of 480 hours	Paid Leave Time ⁴ at current accrual (608 hours) in excess of current cap (480 hours) = \$11,047.68

2 Proposed Paid Leave Time will vary based on the amount accrued, up to a cap of 800 hours. The current value of PLT payout at the current cap (480 hours) would be \$41,428.80 and would be in addition to the proposed severance payout listed above.

3 See Footnote 2 above.

4 Proposed Paid Leave Time will vary based on the amount accrued, up to a cap of 800 hours. The current value of PLT payout at the current cap (480 hours) would be \$41,428.80.

The foregoing proposed changes are legally sufficient and compliant with applicable state and local laws. To that end, the fiscal matters and proposed limitations relating to termination with cause are decisions within the purview of the Council's discretion.

I trust that the above is of assistance to your consideration of this matter when we meet.

Sincerely,



GLEN J. TORCIVIA, ESQUIRE

GJT/ak

Enclosures

cc: Rich Reade, Village Manager

Section 4.02. - Appointment; removal.

- (a) *Appointment.* The council shall appoint a village manager by a majority vote of all of the councilmembers.
- (b) *Removal.* The village council may remove a manager in accordance with the following procedures:
 - (1) The village council shall adopt, by affirmative vote of a majority of all of its members, a preliminary resolution which must state the reasons for removal, and may suspend the manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the manager. At the time of suspension, the village council shall determine whether the suspension shall be with or without compensation.
 - (2) Within five days after a copy of the resolution is delivered to the manager, he/she may file with the council a written request for a public hearing. This hearing shall be held at a council meeting not earlier than 15 days, nor later than 30 days after the request is filed. The manager may file with the council a written reply not later than five days before the hearing.
 - (3) The council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of a majority of all its members at any time after five days from the date when a copy of the preliminary resolution was delivered to the manager, if no public hearing has been requested, or at any time after the public hearing if one was requested.
 - (4) The village manager shall serve a probationary period of six months from the date of initial appointment and the village council may remove the village manager by an affirmative vote of a majority of all the members of the village council without observing the foregoing procedures.
 - (5) Severance pay shall be determined by the council at the time of hiring.
 - (6) The village manager shall give at least 30 days' notice in writing prior to resigning from his position.
- (c) *Compensation.* The compensation of the manager shall be fixed by the council.

Village of Palm Springs
First Amended and Restated Village Manager Agreement

THIS FIRST AMENDED AND RESTATED VILLAGE MANAGER AGREEMENT between RICHARD J. READE ("MANAGER" or "EMPLOYEE") and the VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("EMPLOYER" or "VILLAGE") is made this ~~10th~~ day of October, 20~~19~~20.

WHEREAS, on June 27, 2013, the parties had entered into a Manager Employment Agreement;

WHEREAS, subsequent to the Manager Employment Agreement the parties agreed, at public meetings, to amend the original Manager Employment Agreement;

WHEREAS, the parties ~~have decided to enter~~ed into ~~this an~~ Amended and Restated Village Manager Agreement (~~"Agreement"~~) on October 10, 2019;

WHEREAS, the parties have decided to enter into this First Amended and Restated Village Manager Agreement ("Agreement");

WHEREAS, the Village Council, on behalf of the Village, desires to continue to employ Manager, as the Village Manager of the Village, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to continued employment as the Village Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the Village and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, the sufficiency of which is hereby acknowledged, have agreed as follows:

I. EMPLOYMENT OF MANAGER

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby agrees to continue to employ MANAGER as its full-time, exempt Village Manager and MANAGER hereby agrees to continue such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, Policies and Procedures of EMPLOYER, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the MANAGER and EMPLOYER from time to time. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

The MANAGER shall be responsible only to the Village Council and shall satisfactorily perform the duties of Village Manager as determined by the Village Council. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the EMPLOYER and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the EMPLOYER in accordance with applicable laws, policies, practices and rules.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, MANAGER is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws and approved by EMPLOYER.

The term "employed" as used in this section, shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER'S time off not in excess of an average of five (5) hours per week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The MANAGER shall devote his full time to act as the Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

- A. The Term of this Agreement and MANAGER'S continued employment commence on October ____, 201920, and shall remain in effect through and including August 7, 2024, unless earlier terminated as provided in Section VII. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section VII herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section VII herein below.

V. COMPENSATION

- A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$~~170,976.00~~179,524.80 which became effective, by Council action, on August 7, 2020. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid. ~~Recognizing the increased work that Manager will perform over the next four months, primarily in establishing the Village's Community Redevelopment Agency (CRA), his base salary shall temporarily increase such that his weekly gross base salary shall be increased by \$312.50 for each pay period commencing October 16, 2019 through and including the pay period ending on February 4, 2020 (for a gross temporary increase of \$5,000 during said sixteen week period). Manager's salary shall return to \$170,976.00 beginning February 5, 2020.~~
- B. Benefits.
 - 1. Personal Leave Days/Time: MANAGER shall earn Personal Leave Days/Time in the amount of 30 days (240 hours) annually ~~at the rate established for employees set forth in the EMPLOYER'S policies, as amended from time to time. Presently, employees~~MANAGER shall earn Personal Leave Days/Time per year accrued in equal installments on a weekly or bi-weekly basis to correspond to the EMPLOYER's regular payroll cycle. The MANAGER shall be permitted to ~~accrue and use~~ Personal Leave Days/Time in the same manner and under the same provisions as other Village employees as set forth in the EMPLOYER'S policies, as amended from time to time. ~~However,~~ Personal Leave Days/Time shall be immediately available for use upon accrual of same. Additionally, MANAGER is entitled to participate in EMPLOYER'S Personal Leave Incentive Payment Program, to the extent such a program

exists, as outlined in EMPLOYER'S employment regulations/policies. MANAGER'S participation in the Personal Leave Incentive Payment Program shall have the same maximum annual payout as other Village employees, but MANAGER shall not have a minimum personal leave day usage in order to participate in the Personal Leave Incentive Payment Program.

All accrued and unused Paid Leave Time (up to a maximum of 8004,000 hours) shall be paid at 100% upon separation of employment, regardless of the reason for separation.

2. Administrative Leave Days: MANAGER shall be provided five (5) days of Administrative Leave Days each contract year for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment, but shall not be used during the Probationary Period. Further, Administrative Leave Days accrued, but not used by the end of each contract year shall be forfeited. However, unused Administrative Leave Days shall ~~not~~ be paid upon separation from employment, regardless of the reason for separation. "Contract year" is defined as each August 7th to the following August 6th.
3. Insurance: The MANAGER, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER'S Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.
4. Retirement/Deferred Compensation: The MANAGER shall be eligible to participate in the system currently available to, and under the same terms as, other Village employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other participants in the same or similar job categories.
5. Car Allowance: In lieu of an official vehicle, EMPLOYER shall provide MANAGER with a monthly car allowance of five Hundred Fifty and No/100 Dollars (\$550.00) in full payment of any expenses arising from this employment, provided the MANAGER maintains personal car insurance coverage for property damage and bodily injury consistent with the EMPLOYER'S current automobile policy limits. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the EMPLOYER on the basis of a signed statement of the MANAGER, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. MANAGER shall be responsible for any tax consequences relating to such car allowance. Additionally, in the event MANAGER is involved in a car accident while driving for EMPLOYER business, EMPLOYER agrees to allow MANAGER to submit the accident to EMPLOYER'S motor vehicle insurance policy. MANAGER understands that EMPLOYER does not guarantee that the accident will be covered by EMPLOYER'S insurance policy, nor does EMPLOYER warrant, represent, agree to, or affirmatively state that any such accident will be covered under any EMPLOYER insurance policy and that coverage can be denied by the insurance company if the accident is not covered under the policy.
6. Cellular Telephone: EMPLOYER shall provide MANAGER with a cellular telephone and service to be used EMPLOYER-related business. MANAGER shall be responsible for any tax consequences relating to the provision of such a device and associated service.
7. Dues, Subscriptions, and Training: EMPLOYER shall pay reasonable and appropriate professional dues, subscriptions, and training on behalf of the MANAGER for the purpose of allowing him participation in direct job-related associations, subject to budget constraints.
8. Per Diem and Subsistence Allowance. MANAGER shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in

§112.061, Florida Statutes, which reimbursement shall not be considered part of the MANAGER'S Compensation. However, no reimbursement for mileage or other vehicle expenses related to the maintenance or operation of MANAGER'S private vehicle will be provided except as specified in Section V, B, 5, of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on EMPLOYER business other than MANAGER'S Base Salary then in effect.

9. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER.
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.

VI. **PERFORMANCE EVALUATION**: Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the Village and progress towards attaining EMPLOYER'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented. Progress towards such goals and objectives may be evaluated annually or as otherwise agreed to by both parties.

VII. TERMINATION AND SEVERANCE PAY

A. Without Cause.

1. EMPLOYER may terminate MANAGER without cause at any time during the Term of the Agreement, or any extension of the term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.
2. The EMPLOYER'S termination of MANAGER without cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
3. ~~In the event the Village's Personnel Rules and Regulations provide for it~~Pursuant to Section V, B, 1 of this Agreement, EMPLOYER agrees to shall pay any accrued and unused ~~vacation and sick leave~~Paid Leave Time, if any, ~~pursuant to the Village's Personnel Rules and Regulations and this Agreement as of the effective date of termination~~within 15 days of the separation date.
4. **Severance Pay.**
 - a. In the event MANAGER is terminated by EMPLOYER Without Cause, he shall receive Severance Pay equal to the gross amount of 12-20 weeks Base Salary in effect at the time of termination, but and Severance Pay shall ~~not~~ include the value of the following any other Benefits or perquisites as ~~may be otherwise~~ permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). The Benefits included in Severance Pay are calculated at the value of 20 weeks of such Benefits as follows:
 - i. Premium amounts paid by the EMPLOYER for the health insurance programs provided pursuant to Section V, B, 3.; and
 - ii. Car Allowance provided pursuant to Section V, B, 5.-
 - b. Severance Pay shall be made within ~~30~~15 calendar days after receipt of an executed Full and General Release in the form attached hereto as Exhibit "A", including all employment-related claims, by MANAGER in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.

- c. MANAGER'S failure to deliver a Full and General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.

1. EMPLOYER may terminate MANAGER With Cause as provided herein.
2. "With Cause" is defined as termination based upon a determination by the Council that any of the following actions were committed by the MANAGER:
 - a. fraud;
 - b. embezzlement;
 - c. conviction of a felony relating to official duties;
 - ~~negligence in the performance of official duties;~~
 - d. violation of Florida's or Palm Beach County's Code of Ethics by the MANAGER;
 - e. violation of EMPLOYER'S Code of Ethics and Conflict of Interest or Outside Employment policies;
 - ~~unsatisfactory performance;~~
 - f. breach of this Agreement;
 - g. violation of the EMPLOYER'S Policy Against Harassment or Discrimination;
 - h. violation of EMPLOYER'S Drug-Free Workplace Policy; or
 - i. misconduct, as defined in Fla. Stat. 443.036(~~3029~~), as amended from time to time.
3. EMPLOYER may terminate MANAGER With Cause at any time during the Term of the Agreement, or any extension of the Term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.
4. The EMPLOYER'S termination of MANAGER With Cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
5. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for; Severance Pay, due to termination With Cause. ~~MANAGER will not be entitled to any payment of accrued and unused paid time off, personal leave, sick, vacation, or comp time.~~ However, pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

C. Resignation.

1. MANAGER may voluntarily resign his employment with EMPLOYER by providing EMPLOYER at least thirty (30) days written notice in advance. During the 30-day period, EMPLOYER may require MANAGER to cease or limit the work performed on EMPLOYER matters, during which time MANAGER is entitled to such regular ~~e~~Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for; Severance Pay, due to resignation from employment.
3. ~~In the event the Village's Personnel Rules and Regulations provide for it~~ Pursuant to Section V, B, 1, EMPLOYER agrees to shall pay any accrued and unused ~~vacation and sick leave~~ Paid

Leave Time, if any, pursuant to the Village's Personnel Rules and Regulations and this Agreement as of the effective date of termination within 15 days of the separation date.

D. Expiration of Term.

1. MANAGER'S employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent Term where extended by a written amendment.

2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, due to the expiration of the Term, or any subsequent Term where extended by a written agreement.

~~2.~~3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

E. Death.

1. This Agreement, the Term and any subsequent Term where extended by written agreement, and MANAGER'S employment shall terminate automatically upon the MANAGER'S death.

2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of death.

3. ~~In the event of MANAGER'S death~~Pursuant to Section V, B, 1, EMPLOYER shall pay MANAGER'S designated beneficiary any accrued and unused ~~vacation and sick leave~~Paid Leave Time, if any, ~~pursuant to the Village's Personnel Rules and Regulations and this Agreement as of the effective date of termination~~ due MANAGER (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within ~~fifteen~~thirty (1530) working days of the MANAGER'S ~~death~~. "Designated beneficiary" shall be the person(s) designated by the MANAGER in the Village's Life Insurance Program, will, trust, or similar document.

F. Disability

~~1. If the MANAGER becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid beyond any accrued vacation, sick leave, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement. In such event, MANAGER shall be paid any accrued and unused vacation and sick leave pursuant to the Village's Personnel Rules and Regulations, and this Agreement as of the effective date of termination, but MANAGER shall not receive any severance pay.~~

1. If the MANAGER becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four~~twelve~~consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Paid Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.

2. Pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

3. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of Disability.

VIII. General Provisions:

A. The text herein shall constitute the entire Agreement between the parties.

- B. This Agreement shall be binding upon EMPLOYER and MANAGER and the successors, assigns and heirs of each respectively.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. Indemnification. EMPLOYER shall provide an attorney to defend the MANAGER against any civil action for any injury or damage suffered as a result of any act, event, or omission that arises out of the MANAGER'S employment, unless the MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. When providing such defense, EMPLOYER may compromise and settle any such claim or suit and pay the amount of such settlement in its sole discretion. EMPLOYER shall not be liable for the acts or omissions of the MANAGER committed while acting outside the course and scope of his employment or committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instances where EMPLOYER has provided a defense, yet the MANAGER was found to be personally liable for such injury or damages, the MANAGER shall reimburse EMPLOYER for any legal fees, costs, and expenses EMPLOYER has incurred or otherwise paid on his/her behalf in connection with the alleged conduct. Such payment shall become due and payable within thirty (30) days of the final judgment.
- a. Where the MANAGER has separated employment prior to the EMPLOYER or MANAGER receiving notice of the civil action, EMPLOYER shall provide an attorney to defend the MANAGER against as a result of any act, event, or omission that arises out of the MANAGER'S course and scope of employment, unless MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- b. EMPLOYER ~~may~~shall provide an attorney to defend the MANAGER against complaints or charges brought before the State or local Commission on Ethics if it determines that the act, event, or omission arises out of the MANAGER'S course and scope of employment, and that providing such defense serves a public purpose. Such defense ~~may~~shall be provided regardless of whether the EMPLOYER or MANAGER receives notice of the charge prior to or after the MANAGER'S separation from employment. However, the VILLAGE's obligation to pay for any such defense expires for any such complaints or charges filed more than five (5) year after the MANAGER's separation date. If MANAGER is determined to have personally and directly violated the applicable Code of Ethics, he shall, within thirty (30) days of said determination, pay the VILLAGE all monies paid by the VILLAGE in defending MANAGER, including, but not limited to, all attorneys' fees incurred.
- G. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.
- H. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER'S right to enforce or exercise said right(s) at any time thereafter.
- I. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

- J. The Full and General Release for the ~~twelve (12) week severance clause~~ Severance Pay referenced in this Agreement has been provided to MANAGER and is attached hereto as Exhibit "A". By entering into this Agreement, MANAGER acknowledges that he has been advised to consult with personal legal counsel to review such Full and General Release and has had adequate time to consider same.
- K. Post-Termination Name Clearing Meeting: MANAGER may avail himself of the Village's Post Termination Name-Clearing process in accordance with Village policy in effect at the time of termination, if any. However, in light of the organizational structure, MANAGER must submit any request for such meeting in writing to the City Attorney within 10 ~~calendar~~ business days of the date of termination and such meeting will be scheduled to occur at a regular Council Meeting with the Council presiding at such meeting or, in lieu of attending a meeting, MANAGER or the Village may choose for Manager to submit a written statement to be included in the MANAGER'S personnel file. The meeting is not an appeal of the termination decision and the Council shall not consider reinstatement at the Post-Termination Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.
- L. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO:	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461 ATTN: Mayor and Village Attorney	TO:	Richard J. Reade <u>Address on File at the</u> <u>Village Clerk's office</u>
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Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

VILLAGE MANAGER

RICHARD J. READE

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 202019 by **Richard J. Reade**, who is personally known to me, or has produced _____ as identification and did/did not take an oath.

Notary Public
Signature and Seal

My commission expires:

ATTEST

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
KIMBERLY M. WYNN, Village Clerk

BY: _____
BEV SMITH, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, Village Attorney