



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MAY 12, 2022
6:30 PM**

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Doug Gunther
- ☐ Mayor Pro Tem Joni Brinkman
- ☐ Council Member Patti Waller
- ☐ Council Member Gary Ready

ADMINISTRATION

- ☐ Village Manager Michael Bornstein
- ☐ Village Attorney Glen Torcivia
- ☐ Village Clerk Kimberly Wynn

Persons who need an accommodation to attend or participate in this meeting should contact the office of the Village Clerk at (561) 584-8200 at least three (3) business days before the event to request such assistance.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. Approval of March 10, 2022 Local Planning Agency Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. Appointments to the Parks and Recreation Board
Staff: Kimberly Wynn, Village Clerk
3. Approve Property Improvement Program (PIP) Matching Grant Awards - 232 Tam O Shanter Drive, 651 Springdale Circle, 652 Springdale Circle, and 644 Springdale Circle
Staff: Iramis Cabrera, PZB Director
4. Approve Change Order No. 4 (Task Order No. 255) - Park Connector Pathway Canal Road Sub-Phase Engineering - Parks and Recreation Department (FY 2022 Budget Funded - General Fund) - Wantman Group, Inc.
Staff: Justin Lucas, Director of Parks & Recreation
5. Approve 2017 Lift Station Rehabilitation (Change Order No. 2 & Closeout) (Task Order No. 218) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Foster Marine Contractors, Inc.
Staff: Paul Ward, Superintendent of Utilities
6. Approval to Award the Joseph L. Fallon Scholarship Awards - Five (5) Scholarship Awards
Staff: Josefina Maliska, Library Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

7. Legislative Update - Representative David Silvers
Staff: Kimberly Wynn, Village Clerk
8. Building Safety Month Proclamation - May 2022
Staff: Iramis Cabrera, PZB Director
9. Police Week and Peace Officers Memorial Day Proclamation - May 11 - 17, 2022
Staff: Tom Ceccarelli, Police Chief
10. Presentation - Award the Joseph L. Fallon Scholarship to Five (5) Student Recipients
Staff: Josefina Maliska, Library Director

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

11. Ordinance No. 2022-02 - Land Use Amendment (Small-Scale) - Belmont - 1591 Kirk Road (*First Reading*) (*Quasi-Judicial Hearing*) (*Postponed/Continued from March 10, 2022 Meeting*)

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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12. Resolution No. 2022-19 - Site Plan Amendment - Burger King - 1760 South Military Trail (*Quasi-Judicial Hearing*)

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING

THURSDAY, JUNE 9, 2022 AT 6:30 PM

If a person decides to appeal any decision made by the Council concerning any considered matter, they will need a record of the proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus

Address: 226 Cypress Lane, Palm Springs, FL 33461

Email: asaingilus@vpsfl.org

Phone: (561)584-8200 Ext. 8419

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561)584-8200 Ext. 8421



VILLAGE COUNCIL LOCAL PLANNING AGENCY MEETING MINUTES
226 CYPRESS LANE | PALM SPRINGS | FLORIDA 33461
MARCH 10, 2022, at 6:30 PM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Doug Gunther
- Mayor Pro Tem Joni Brinkman
- Council Member Patti Waller
- Council Member Gary Ready

ADMINISTRATION

- Village Manager Michael Bornstein
- Village Attorney Glen Torcivia
- Village Clerk Kimberly Wynn

CALL TO ORDER

Mayor Smith called the Local Planning Agency meeting to order at 6:32 PM

ROLL CALL

Present: Bev Smith, Vice Mayor Gary Ready, Mayor Pro Tem Doug Gunther, Council Member Joni Brinkman, and Council Member Patti Waller.

Absent: None

Also present: Village Attorney Glen Torcivia, Village Manager Michael Bornstein, Village Clerk Kimberly Wynn, Sergeant-at-Arms Tom Ceccarelli, Police Chief, Assistant Village Manager Kim Glas-Castro, Planning, Building & Zoning Director Iramis Cabrera, Village Planner, Rogelio Gonzalez, Parks and Recreation Director, Justin Lucas, Public Works Director, Jim Schmitz, Interim Public Service Administrator, Interim HR Director, Ashley Saingilus, Paul Ward and Chief Finance Officer, Director Rebecca Morse

1. PUBLIC HEARINGS

Ordinance No. 2022-02 - Land Use Amendment (Small-Scale) - Belmont - 1591 Kirk Road (*First Reading*) (*Quasi-Judicial Hearing*)

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Jerrod Purser, agent for D.R. Horton, Inc. ("Applicant"), is requesting a small-scale land use plan amendment on a 5.07-acre property to facilitate a multi-family (townhome) development project.

The proposed small-scale land use change would be from the existing Palm Springs designation to the new Palm Springs designation. The property is less than 50 acres in size (5.07 acres) and planned for urban (residential) use:

Existing Village Future Land Use	Proposed Village Future Land Use
Other Public Facilities	Medium Density Residential (up to 10 du/ac)

The applicant is requesting that the property be designated with the Village's Medium-Density Residential future land use category (10 du/ac), which would allow up to a maximum intensity of 50 residential dwelling units. The property was annexed into the Village of Palm Springs in 2006 and assigned Village Residential Multiple-Family and Other Public Facilities zoning and future land use designations, respectively.

Note: The subject property is bound to the west and the north by Palm Beach County residential land use.

The applicant is concurrently requesting a site plan approval (SPR22-03) and two (2) waivers for residential planned development (RPD) to construct 50 two-story fee-simple townhomes within nine (9) buildings. The proposed community would have access via Kirk Road, and amenities are expected to include playground equipment, picnic tables under a shade structure, and a trail path.

The applicant is requesting two (2) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-1328 to allow a 20' wide drive aisle rather than the 26' wide required
2. Relief from Sec. 34-766(1) to allow the construction of 50

residential dwelling units within 5.07 acres rather than 10.59 acres.

The proposed site plan with waivers is presented (within this item) for informational purposes only (no action required at this time). If the proposed small-scale map amendment is approved on the 2nd and final reading, the proposed site plan will be considered by the Village Council under a separate Resolution during the April 14th meeting.

The staff has identified the focal area of concern related to the project with the present traffic conditions at the northern section of the Kirk Road and Forest Hill Boulevard intersection, primarily because of peak traffic caused by the adjacent middle school. The main issue is the increased vehicular and pedestrian traffic during peak morning and afternoon school traffic. Palm Springs Middle School has an enrollment of 1,636 students, and the school session is from 9:30 a.m. to 4:05 p.m. The peak traffic times for this area range from 8:00 a.m. - 9:00 a.m. and 3:00 p.m. - 4:30 p.m. Kirk Road has hundreds of cars stacked for student drop off and pick up during these times. Hundreds of students cross the adjacent roads at the beginning of school and during dismissal. Officers estimate about 400 students exit the school. Many of them cross the street using the northern crosswalk to go to Dollar General, Cumberland Farms, and Woodhaven Plaza. During peak dismissal, the school staff stops vehicular traffic at the north crosswalk crossing for up to seven minutes and crossing guards at the corner of Kirk and Forest Hill stop vehicular traffic for multiple twenty-second intervals. In addition, Palm Beach County added a second pedestrian crossing on Kirk Road north of the main intersection on Kirk and Forest Hill to alleviate crowding at the corner crossings. The end of the new crosswalk is too close to the driveway to access Dollar General. As a result, students crossing the street walk directly into traffic that turn left into Kirk since the lack of distance does not allow stacking. We believe the county could have averted this issue if the crosswalk were offset by a few feet further north away from the driveway access.

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use, irrespective of potential development plans, is generally made with consideration to compatibility, impact on services, and need for the land use to fulfill village redevelopment and growth objectives.

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

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers and provides opportunities to resolve potential disputes only within the plan amendment process.

The Planning & Zoning Board considered the requested land use plan amendment during their February 8, 2021, meeting and recommended denial. Board members expressed concerns regarding the number of units suggested, the density, and the amount of traffic generated from the new development.

The Local Planning Agency (LPA) considered this item during their March 10, 2022, meeting.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council at a future (possibly April) meeting.

Village Clerk Wynn read the statement of advertisement into the record. Ms. Cabrera gave a summary of the staff report. Mayor Smith asked the Council to disclose their ex parte communication – there was none. The Village Clerk swore in the interested parties: (Ms. Iramis Cabrera and Rogelio Perez [Village Staff] Pastor Michael Breznen [Holy Cross Lutheran Church], Carol Ann Devine, Hillien Schrodene Rowe (sp?), Heidi Lynn Knight, Mark Rottler, Jerrod Purser, Doug Murray, Christopher Gaetz, Juan Ortega, Bonnie Miskel, Fire Chief Tracey Adams (PBCFR) and Jaime Otero.

Ms. Cabrera explained that the Applicant is requesting a special exception Land Use Amendment for the property located across the street from Palm Springs Middle School. He is requesting the property to be Medium-Density. Based upon the property size, staff has concerns because of the high volume of traffic. Staff worked with the Applicant to reduce the project from High-Density to Medium-Density. Mayor Smith gave the Applicant, Mr. Purser, an opportunity to present.

Mr. Purser gave his presentation. He requested Medium-Density for the project located at Forest Hill and Kirk Road. He discussed the land use of the surrounding properties. There are residential properties on the west side, Medium-Density on the north side, and commercial to the south. Then, there is Palm Springs Middle School to the east. The Applicant requested Medium-Density Residential and waivers. Although the site plan is scheduled for a future hearing, Mr. Purser wanted to elaborate. He explained each of the waivers and why each was requested. The first waiver is relief of Section 34-1328 to allow a 20' wide drive aisle rather than the 26'

wide required. The second waiver is for relief of Section 34-766(1) to allow the construction of 50 residential dwelling units within 5.07 acres rather than 10.59 acres. Mr. Purser discussed other amenities of the project and how the Applicant met the requirements. He talked about the architectural features of the building. The units were contemporary and coastal design option. The properties are fees to ownership (no rentals). There is workforce housing for affordable ownership with the impact fees calculated. Mr. Purser requested that the LPA approve the Land Use Amendment to Medium-Density.

Mr. Purser said there is emergency-only access that is south of the property. The Applicant said they met with Village Staff, Law Enforcement, Palm Beach County Traffic Engineers, and the Fire Department regarding the traffic congestion at school zones during the school season. They looked at alternatives like switching the access points of the development to avoid congestion. Mr. Purser discussed the Homeowners Association strict guidelines with parking and that commercial vehicle would not be permitted. The use of the garage as a storage space is also not allowed. He described the elevation and architecture features of the buildings. There were four (4) unit and six (6) unit buildings with coastal and contemporary design options. The units are fee-simple units that are single-family homes that are attached. He discussed the impact fees, and estimated tax rate. Mr. Purser talked about the benefits like homeownership and a significant tax base for the Village, he explained that the applicant exceeded the open space requirement of the Code.

Mayor Smith offered the public an opportunity to speak on Ordinance No. 2022-02.

1. Pastor Michael Breznen and several attended from Lutheran Church of Holy Cross, 1591 Kirk Road, Palm Springs, spoke in favor of this project. The church was moving about ten (10) blocks to a larger location. He discussed the benefits of the project. Property owners can work, live, and spend money in the area.
2. Carol Ann Devine, a longtime resident of the Village. She spoke in support of the project.
3. Hillien Schrodenes Rowe spoke in support of the project.
4. Heidi Lynn Knight spoke in favor of the project. She appreciated the amenities the project can bring.
5. The other partial owner of the property spoke in favor of the project. He said

that he has tried for eleven years to find a good use, and project is beneficial.

Mayor Smith mentioned that the project was presented to the P&Z Board. Ms. Cabrera stated that the Board recommended denial.

Council Member Ready asked if the Medium Density would be approved for the 9.6 or just the Medium Density on the project. Ms. Cabrera stated it would be for the Medium Density (up to 10). He also asked which fire station would service and respond to emergency calls. Fire Chief Adams said she would have to check, but it could possibly be the one located next to Village Hall.

Mayor Pro Tem Brinkman said she supported staff's recommendation (Recommendation to approve with conditions) The density is compatible and appropriate for this area. Mayor Smith disagreed that the project was compatible. She said the property to the west is high-density, but it is 8.38, and the proposed project is looking at 9.86. The density to the north includes a lot of single families which is 5. This project would be the highest density in that area, and it was not compatible to the area. Council Member Waller agreed with Mayor Smith, the project is too dense for the area. The aesthetics were nice, but there was too much density.

The Council ensued into further discussion about the density.

Mayor Pro Tem Brinkman made a motion to recommend approval of Ordinance No. 2022-02 based on staff recommendations. Council Member Gunther seconded the motion. The motion to move forward was approved 3-2 (Mayor Smith and Council Member Ready dissenting).

Council Member Waller asked if Planning and Zoning recommended this project. Ms. Cabrera stated that the project was recommended for denial.

4. ADJOURNMENT

Hearing no further discussion, Mayor Smith adjourned the meeting at 6:58 PM.

At this point, Council Member Waller stated that she misunderstood the motion, she does not want to move forward with the proposed project.

Mayor Smith reopened the meeting. Village Attorney Torcivia explained that the Council had to make a motion to rescind their recommendation to move forward.

Council Member Waller made a motion to reconsider her vote of approval (she misunderstood the initial motion). Vice Mayor Gunther seconded the motion. The motion carried 5-0.

Mayor Pro Tem Brinkman made a second motion to consider approval of Ordinance No. 2022-02. It was seconded by Vice Mayor Gunther. The motion was denied 2-3 (Council Member Ready, Council Member Waller and Mayor Smith dissenting).

Mayor Smith adjourned the meeting at 7:00 PM.

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 584-8200 (ext. 8431) at least three (3) business days prior to the meeting in order to request such assistance.

ATTEST:

Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Local Planning Agency Meeting held on **March 10, 2022**. Which minutes were formally approved and adopted by the Village Council on **May 12, 2022**.

Kimberly Wynn, Village Clerk



Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2022

DEPARTMENT: Administration

ITEM #2: Appointments to the Parks and Recreation Board

SUMMARY: There are four (4) upcoming Regular member vacancies and two (2) Alternate member vacancies on the Parks and Recreation Board due to the expiration of Mr. Alberto Jordat, Ms. Cheryl Cowser, Ms. Doriana Kristenson, and Mr. Rick DiRenzo's term.

Mr. Alberto Jordat, Ms. Cheryl Cowser, Ms. Doriana Kristenson, and Mr. Rick DiRenzo have each expressed an interest in continuing to serve as a Regular Board member, and they have all been valuable assets to this Board. If appointed, they would serve a three (3) year term ending on May 14, 2025.

Mr. Shannon Sagan submitted his resignation on February 19, 2021, creating a vacancy on the Parks and Recreation Board. Mrs. Ashley Saingilus, the Senior Alternate, has expressed an interest in being appointed as a Regular member. Mrs. Saingilus would serve an unexpired term ending on May 14, 2024.

If the appointments are approved, there would be one (1) Senior Alternate, and one (1) Junior Alternate vacancy on the Parks and Recreation Board.

FISCAL IMPACT:

There is no fiscal impact on the Village.

ATTACHMENTS:

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST



Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #3: Approve Property Improvement Program (PIP) Matching Grant Awards - 232 Tam O Shanter Drive, 651 Springdale Circle, 652 Springdale Circle, and 644 Springdale Circle

SUMMARY: The Village's Property Improvement Program (PIP) Committee is recommending approval of grant awards for four (4) property owners who have completed an improvement project to their property and filed the necessary documentation to receive matching grant funding under this program:

- Owner/Resident: Lori B. Hill
- Address: 232 Tam O Shanter Drive
- Project: Replace the concrete driveway
- Eligible (Project) Cost(s): \$7,350.00
- Matching Grant Award: \$3,675.00

- Owner/Resident: Rafael A. Matos
- Address: 651 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte and flat roof
- Eligible (Project) Cost(s): \$16,500.00
- Matching Grant Award: \$5,000.00

- Owner/Resident: Joseph C. Smith
- Address: 652 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$8,550.00
- Matching Grant Award: \$4,275.00

- Owner/Resident: Bernard J. LeBarre
- Address: 644 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte
- Eligible (Project) Cost(s): \$8,550.00
- Matching Grant Award: \$4,275.00

The PIP Selection Committee met on October 29, 2021, and recommended approval of the grant awards (up to 50% of \$5,000). If approved by the Village Council, the awardees will be mailed their checks and maybe acknowledged at a future Village Council meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY22 Budget - General Fund.

ATTACHMENTS:

1. Property Improvement Grant Agreement - 232 Tam O Shanter Drive
2. 232 Tam O Shanter Drive - Before and After Photos
3. Property Improvement Grant Agreement - 651 Springdale Circle
4. 651 Springdale Circle - Before and After Photos
5. Property Improvement Grant Agreement - 652 Springdale Circle
6. 652 Springdale Circle - Before and After Photos
7. Property Improvement Grant Agreement - 644 Springdale Circle
8. 644 Springdale Circle - Before and After Photos



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 29th day of October, 2021, by and between the VILLAGE OF PALM SPRINGS and Lori B Hill (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 232 Tam O Shanter Drive; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the concrete driveway with new concrete or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$3,675.00**. In no event shall the Village's reimbursement costs exceed **\$5,000.00**.
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: [Signature]

Print Name: CORI B HILL

VILLAGE OF PALM SPRINGS

BY: [Signature]

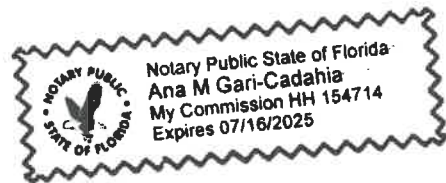
Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of November, 2021 by LORI BEATRICE HILL who is personally know to me, or who has produced DRIVERS LICENSE as identification.

[Signature]
Notary Public

My Commission Expires





BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 29th day of October, 2021, by and between the VILLAGE OF PALM SPRINGS and Rafael A Matos (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 651 Springdale Circle; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the mansard roof with new mansard shakes or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$5,000.00**. In no event shall the Village's reimbursement costs exceed \$5,000.00.
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: [Signature]

Print Name: Rafael Matos

VILLAGE OF PALM SPRINGS

BY: [Signature]

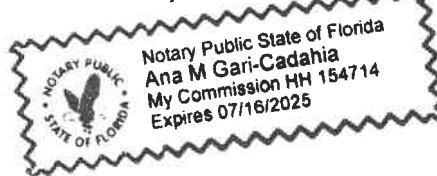
Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of November, 2021 by Rafael Antonio Matos who is personally know to me, or who has produced FLDL as identification.

[Signature]
Notary Public

My Commission Expires





BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 29th day of October, 2021, by and between the VILLAGE OF PALM SPRINGS and Joseph C Smith (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 652 Springdale Circle; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the mansard roof with Davinci Bellaforte synthetic shakes or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$4,275.00**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: _____

Print Name: _____

Joseph C. Smith
JOSEPH C. SMITH

VILLAGE OF PALM SPRINGS

BY: _____

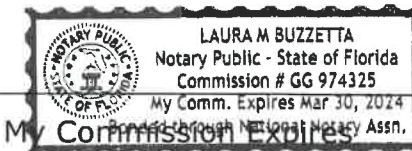
Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2021 by Joseph Smith who is personally know to me, or who has produced FLDL as identification.

Laura M Buzzetta

Notary Public





BEFORE



652 SPRINGDALE
J. SMITH
LOOKING WEST

AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 29th day of October, 2021, by and between the VILLAGE OF PALM SPRINGS and Bernard J LeBarre (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 644 Springdale Circle; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the mansard roof with Davinci Bellaforte synthetic shakes or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$4,275.00**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A", and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: Bernard J LeBarre

Print Name: BERNARD J LEBARRE

VILLAGE OF PALM SPRINGS

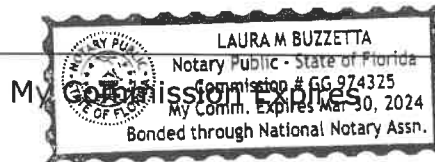
BY: Kim Glas-Castro

Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2021 by Bernard J LeBarre who is personally know to me, or who has produced FLDL as identification.

Laura M Buzzetta
Notary Public





BEFORE



Cott SPRINGDALE
B. LE BARRE

AFTER



Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2022

DEPARTMENT: Parks & Recreation

ITEM #4: Approve Change Order No. 4 - Park Connector Pathway Canal Road Sub-Phase Engineering

SUMMARY: On April 14, 2022, Village Council approved an amendment to the Village's FY 2022 Community Development Block Grant (CDBG) project. This amendment allows the Village to begin the construction sub-phase of a pathway on the north side of Canal Road on a Lake Worth Drainage District easement. With this amendment, Parks and Recreation Department staff requests approval of a proposed change order work authorization for Wantman Group, Inc. to provide engineering services to allow the Village to complete this section of the pathway park. Tasks include a Topography Survey; optional Cross Sections Survey (if required by the Lake Worth Drainage District); optional administrative, revisions, and comment services representing the Village (if services are required by Lake Worth Drainage District); engineering design service; optional service providing engineering plans sections and typical sections (if required by Lake Worth Drainage District); representation at meetings with the Village and Lake Worth Drainage District; permitting services; bid assistance; and construction administration services.

Per all Village and CDBG requirements, the project will be competitively bid. Staff will present the proposed contract award to Council for approval once permitting is completed with the Village and the Lake Worth Drainage District.

The Village's contracted engineer, Wantman Group (WGI), and the Parks and Recreation Department recommend amending the Task Order No. 255 (Change Order No. 4) to an amount not-to-exceed \$40,350 to include additional permitting assistance, bidding, and construction services to better assist in completing the project in a timely and most cost-efficient manner.

The proposed Change Order No. 4 was prepared by Wantman Group and reviewed by the Parks and Recreation Director, Public Works Director, and Finance Director. Canal Road on a Lake Worth Drainage District easement. With this amendment, Parks and Recreation Department staff requests approval of a proposed change order work authorization for Wantman Group, Inc. to provide engineering services to allow the Village to complete this section of the pathway park. The tasks include a Topography Survey. If required by Lake Worth Drainage District, optional service for a Cross Sections Survey, administrative, revisions, and comment services representing the Village; engineering design service; optional service providing engineering plans sections and typical sections (if required by Lake Worth Drainage District); representation at meetings with the Village and Lake Worth Drainage District; permitting services; bid assistance; and construction administration services.

Per all Village and CDBG requirements, the project will be competitively bid. Once permitting is complete with LWDD and the Village, staff will present a contract award to Council for approval.

Wantman Group, the Village's contracted engineer, and the Parks and Recreation Department recommend amending the Task Order No. 255 (Change Order No. 4) for an amount not-to-exceed \$40,350 that includes additional permitting assistance, bidding, and construction services to better assist in completing the project in a timely and most cost-efficient manner.

The proposed Change Order No. 4 was prepared by Wantman Group and reviewed by the Parks and Recreation Director, Public Works Director, and Finance Director.

FISCAL IMPACT:

Funding to support the additional engineering services (Change Order No. 4) within Task Order No. 255 is available within the FY 2022 Budget - General Fund utilizing Infrastructure Surtax (Sales Tax) funds. The proposed work authorization will include the tasks and fees for services (See the Fiscal Information Chart).

ATTACHMENTS:

1. Park Connector Pathways Canal Road Sub-Phase - Work Authorization Change Order No. 4 - Wantman Group, Inc.
2. Exhibit "A" Fiscal Impact Chart



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 04/29/2022

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G00 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

WANTMAN GROUP PROJECT NO.:

PROJECT TITLE: Park Connector Pathways Sub-Phase 3A

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 4, 2019, Village of Palm Springs (“VILLAGE”), and WANTMAN GROUP, INC. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Sub-phase 3A shall provide approximately a half mile of a pedestrian pathway between Davis and Kirk Rd., located north of the LWDD L-11 Canal.

II. SCOPE OF SERVICES

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

TASK 1 – SURVEYING SERVICES

The CONSULTANT will provide the following survey services:

TASK 1.1 – Topographic Survey Services

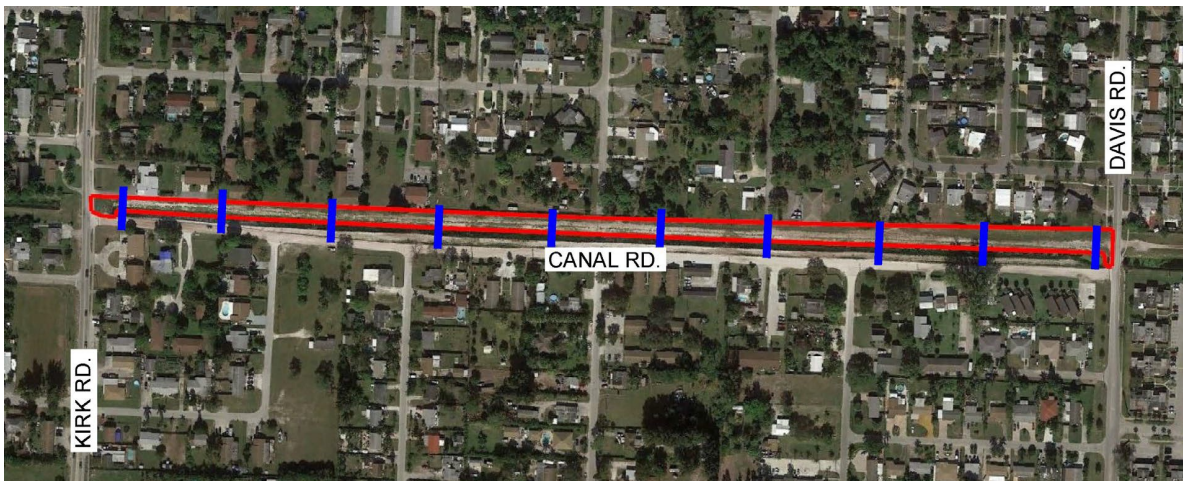
1. Prepare a Topographic Survey of the project limits as described below and shown below and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. Topographic limits:
 - a. North: north right-of-way (R/W) line of LWDD L-11 Canal;
 - b. South: north edge of water for LWDD L-11 Canal
 - c. West: east edge of roadway pavement for Kirk Road
 - d. East: west edge of roadway pavement for Davis Road
3. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 100 feet.
4. The Topographic Survey will include:
 - a. Visible and attainable fixed improvements and utilities unless otherwise noted;
 - b. Footprint of permanent structures;

WORK AUTHORIZATION NO. _____

- c. Invert elevations of storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type if attainable;
 - d. Type and height of walls, fences;
 - e. Overhead wires (horizontal location only);
 - f. Outline of areas of dense vegetation such as tree lines, bushes, hedges, and shrubs not individually located; and
 - g. Two benchmarks established. Offsite placement preferred if accessible/allowable.
5. The Topographic Survey will not include:
- a. Sub-surface designation or location of underground utilities;
 - b. Sub-surface foundations of structures;
 - c. Storm Sewer inverts of recessed or debris filled structures;
 - d. Sanitary inverts including pipe sizes and type;
 - e. Inverts from structures outside of the topographic limits;
 - f. Sprinkler heads;
 - g. Overhead clearances (signal heads, wires, bridges, roofs, overhangs, walkways, etc.);
 - h. Traffic pavement striping including parking spaces;
 - i. Muck depths;
 - j. Location of Geotech borings; and
 - k. Temporary features such as a trailer, movable barriers/fences, solar lighting, etc.
6. Field verified R/W and/or property lines to be used as a base file. Not a Boundary Survey.
7. Deliverable will be a DTM, an AutoCAD file, and a signed and sealed plot of the Topographic Survey.

TASK 1.2 Cross-Sections Survey (Optional)

1. Perform 10 cross-sections along LWDD L-11 in accordance with Section 5.6 of the LWDD Operating Policy Manual, if required by the LWDD.
 - a. Cross-sections will not exceed 300 foot intervals and will occur at each end of the project.
 - b. Cross-Sectional data limits are 50 feet beyond the existing top of banks on each side of the canal or to a point 25 feet outside of the existing canal right-of-way line on each side of the canal, whichever is greater.
2. Deliverable will be an AutoCAD file and a signed and sealed plot of the drafted cross-sections.



TASK 1.3 Administrative, Revisions, and Comment Services (Optional)

1. Address comments from Client, Client's representatives, agencies and/or municipalities.
2. Attend meeting(s) with Client, Client's representatives, agencies and/or municipalities as required and requested.
3. Review and apply encumbrances from provided title reports to the survey.

Survey Notes

1. Tree specimen nomenclature shall be generally common (oak, palm, pine, etc.) and cannot be relied upon. Consult with an arborist for further classification.
2. This proposal does not include staking of the R/W.
3. Research and/or Abstracting for title or encumbrances will not be performed by WGI.
4. This proposal does not include any sketch and legal descriptions for easements.
5. This proposal does not include the coordination of underground utility designation, markings, or records/as-builts.
6. Utility records research and the evaluation of is not included in this proposal.
7. Horizontal and/or Vertical Datums specific to the Project shall be conveyed to WGI prior to the Notice to Proceed.

TASK 2 – CIVIL ENGINEERING SERVICES

The CONSULTANT will provide the following civil engineering services:

TASK 2.1 – Engineering Design Services

1. Prepare demolition and erosion control plan with details and general notes; and
2. Prepare paving and grading plans with details for pathway design.

TASK 2.2 – Typical Sections for Lake Worth Drainage District (LWDD) (Optional)

1. Prepare engineering plans sections, if required by the LWDD; and
2. Prepare typical sections at 300-ft intervals along the LWDD canal to show existing grading and proposed grading.

TASK 2.3 – Civil Engineering Representation

1. Attend up to two (2) in-person design meetings with the Village of Palm Springs;
2. Attend up to one (1) in-person pre bid meeting with the Village of Palm Springs; and
3. Attend up to one (1) meeting with LWDD to discuss permitting needs.

TASK 2.4 – Permitting Services

1. Prepare and submit one (1) application for a temporary access permit with the LWDD; and
2. Respond to comments, estimate one (1) round of comments.

TASK 3 – BID ASSISTANCE SERVICES

The CONSULTANT will provide the following bid assistance services:

1. Preparation of the following bid documents, Bid Form, Project Narrative, Bid Submission Checklist, Bid Tabulation Sheet, and Qualifications Checklist for Phase 3A.

TASK 4 – CONSTRUCTION ADMINISTRATION SERVICES

The CONSULTANT will provide the following post design services:

1. Attend Pre-Bid Meeting;
2. Review of contractor bids received and provide award recommendation;
3. Attend pre-construction meeting with contractor and VILLAGE;
4. Issue notice to proceed;
5. Review and respond to RFI's; estimate ten RFIs;
6. Review product submittals and shop drawings;
7. Attend up to five on-site meetings to review construction progress and issue field observation reports,
8. Review and approve monthly pay apps provided by the contractor, for a period of 4 months;
9. Attend (1) substantial completion walk-through with VILLAGE;
10. Prepare punch list of items to be completed before final inspection and acceptance;
11. Perform final inspections of completed construction;
12. Review as built plans provided by the contractor's surveyor;
13. Submit closeout documentation to LWDD to assist in the permit closeout; and
14. Provide final acceptance letter.

III. DELIVERABLES

- Survey
- Permit Plans
- Bid Package for Sub-Phase 3A
- Field Observation Reports
- Pay App. Approvals

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will provide the services identified in this Work Authorization on an as-requested basis.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$40,350.00 as outlined in Table A

Table A
Budget Summary

Description	Total
Topographic Survey	\$8,950.00
Cross-Sections Survey (Optional Services)	\$2,900.00
Survey Administrative, Revisions, and Comment Services (Optional)	\$1,500.00
Engineering Design Services	\$5,500.00
Typical Sections for Lake Worth Drainage District (LWDD) (Optional)	\$2,500.00
Civil Engineering Representation	\$1,500.00
Permitting Services	\$2,000.00
Bid Assistance Phase 3A	\$4,500.00
Construction Administration	\$11,000.00
TOTAL	\$40,350.00

VI. ASSUMPTIONS

1. CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the VILLAGE. Information requested by CONSULTANT during the project will include, but may not be limited to utilities, as-builts, environmental assessments; and geotechnical reports;
2. Creation of additional phases or division of phases beyond these would require an additional supplement;
3. Additional submittals and coordination with permitting agencies not due to CONSULTANT's work will be invoiced on an hourly basis; and
4. Civil engineering and Landscape Architecture specifications and details will be included in the construction plans;
5. Proposed canal bank reshaping or regrading improvements included in this project, if required by LWDD;
6. The proposed pathway will consist of a crushed granular material, placed at existing grade;
7. Scope of work does not include community outreach;
8. Scope of work does not include roadway, drainage, or utility improvements;
9. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
10. Additional submittals and coordination with permitting agencies not due to WGI's work will require a separate proposal;
11. Site visits for construction administration outside of the scope of service will be invoiced on an hourly basis; and
12. Services not included: Structural, Architectural, Irrigation, Lighting, Title Search, Traffic, Environmental, and Geotechnical.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated April 4, 2019, by and between the Village of Palm Springs (“VILLAGE”) and WANTMAN GROUP , INC. CONSULTANT”). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

WANTMAN GROUP, INC

VILLAGE OF PALM SPRINGS



By: _____

By: _____

Print Name: Jason Mihalovits

Title: Director of Landscape Architecture

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

EXHIBIT A

Proposed Tasks and Engineering and Design Services for Park Connector Pathway

Proposed Task	Amount
Topographic Survey	\$ 8,950
Cross Sections Survey (Optional Service)	\$ 2,900
Survey Administrative, Revisions, Comment Services (Optional Service)	\$ 1,500
Engineering Design Services	\$ 5,500
Typical Sections for Lake Worth Drainage District (LWDD Optional Service)	\$ 2,500
Civil Engineering Representation	\$ 1,500
Permitting Services	\$ 2,000
Bid Assistance Sub-Phase 3A	\$ 4,500
Construction Administration	\$11,000
Total Not-to-Exceed Services	\$40,350

Engineering and Design Services for Park Connector Pathway

Engineering and Design Services	Amount
Project Cost- Engineering and Design by Sub-Phase	
Sub- Phase I- Alameda Drive	\$55,116.00
Sub-Phase I- Alameda Drive Change Order No. 2 (Undergrounding FPL Lines along the Pathway)	\$ 1,500.00
Sub-Phase II- Davis Road	\$98,980.00

EXHIBIT A

Proposed Tasks and Engineering and Design Services for Park Connector Pathway

Sub-Phase II- Change Order No. 1	\$30,280.00
Sub-Phase II- Change Order No. 3	\$21,080.00
Sub-Phase III- Canal Road, Kirk Road, Lakewood Road	\$77,923.16
Sub-Phase IV- Sago Park and Summer Street	\$72,310.00
Proposed Sub-Phase III- Change Order No. 4	\$40,350.00
Total Engineering and Design	\$397,539.16

Project Expenditures Engineering and Design Services by Fiscal Year	
FY 2019 Actual Funding Engineering and Design	\$156,742.16
FY 2020 Actual Funding Engineering and Design	\$136,327.00
FY 2021 Actual Funding Engineering and Design	\$ 27,085.00
FY 2022 Actual Funding Engineering and Design YTD	\$ 6,575.00
Total Expenditures Engineering and Design	\$326,729.16



Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2022

DEPARTMENT: Public Service

ITEM #5: Approve 2017 Lift Station Rehabilitation (Change Order No. 2 & Closeout) (Task Order #218) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Foster Marine Contractors, Inc.

SUMMARY: On March 15, 2019, the Council approved Task Order No. 218 with Foster Marine Contractors, Inc. for the 2017 Lift Station Rehabilitation project for the amount of \$1,050,427.00. Three (3) lift stations were identified by staff for rehabilitation (PS-02 Woodlands, PS-06 Fountainview, and PS-08 Mediterranean). The project involved the rehabilitation of the lift station's wet wells, replacement of electrical panels, and installation of new pumps and piping at all three (3) lift stations.

The work started on the project on February 1, 2021, after the approval of Change Order No. 1 was approved by Council on November 12, 2020, and was substantially completed and inspected on December 13, 2021, 136 days behind schedule. There were no punch items identified and the project was declared finished the same day.

The awarded contract provided \$8,000.00 Miscellaneous Work Allowances for PS-06 Fountainview and PS-08 Mediterranean lift stations and \$11,000.00 for PS-02 Woodlands Lift Station. At PS-08 Mediterranean lift station, \$7,750.00 was utilized to move the control panel to allow for adequate clearance of the wet well. No Miscellaneous Work Allowances were utilized at the remaining two (2) lift stations.

The Village's contracted engineer, Engenuity Group, and the Utilities Department are recommending approval for a final reconciliation change order (Change Order No. 2) in the amount of \$19,250.00 and a 136-day time extension.

The final reconciliation (closeout) for the 2017 Lift Station Rehabilitation contract to Foster Marine Contractors, Inc. is as follows:

Work to be Completed	Contract Amount	Contract Time
Original Contract Amount	\$1,050,427.00	210 Days
Change Order No. 1	-\$63,320.00	210 Days
Change Order No. 2	-\$19,250.00	+ 136 Days
Final Revised Contract Amount	\$967,857.00	346 Days

If approved, the revised total cost of the 2017 Lift Station Rehabilitation project within Task Order #218

will be \$967,857.00 and the total contract time will be 346 days. No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed.

The proposed reconciliation Change Order No. 2 was prepared by Foster Marine Contractor, Inc. and reviewed by the Village's Contracted Engineer, Assistant Village Manager, Public Service Administrator, and the Finance Director.

FISCAL IMPACT:

Funding to support the 2017 Lift Station Rehabilitation Project (Task Order No. 218) was provided by the Water & Sewer Enterprise Fund

<i>Project Funding:</i>	<i>Amount</i>
FY 2017 Actual Budget - Water & Sewer Enterprise Fund:	\$ 36,658.00
FY 2018 Actual Budget - Water & Sewer Enterprise Fund:	\$ 52,276.75
FY 2019 Actual Budget - Water & Sewer Enterprise Fund:	\$ 5,336.75
FY 2020 Actual Budget - Water & Sewer Enterprise Fund:	\$ 2,340.00
FY 2021 Actual Budget - Water & Sewer Enterprise Fund:	\$ 917,235.65
FY 2022 Actual Budget - Water & Sewer Enterprise Fund:	\$ 66,734.35
Total Allocated/Approved Budget:	\$1,080,581.50

<i>Expected Project Costs:</i>	<i>Amount</i>
Original Project Award - Design & Engineering - Water & Sewer Fund (T.O. No. 218):	\$ 124,745.00
Original Project Award - Construction - Water & Sewer Fund (T.O. No. 218):	\$1,050,427.00
Change Order No. 1 - Construction - Water & Sewer Fund (T.O. No. 218):	- \$ 63,320.00
Total Revised Project Costs:	\$1,111,852.00

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 for the term of the contract.

ATTACHMENTS:

1. Proposed Change Order No. 2 - Foster Marine Contractors, Inc.
2. Agreement - Foster Marine Contractors, Inc.



Effective Date:

Owner's Task Order No.: 218

Contractor's Project No.:

Engineer's Project No.:

Description: Increase time for substantial completion time by 136 days

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,050,427.00</u>	Original Contract Times: <u>210</u> days Substantial Completion: <u>180</u> days Ready for Final Payment: <u>210</u> days days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>(63,570)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u>986,857.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>180</u> days Ready for Final Payment: <u>210</u> days days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(19,250)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>136</u> days Ready for Final Payment: <u>136</u> days days or dates
Contract Price incorporating this Change Order: \$ <u>967,607</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>316</u> days Ready for Final Payment: <u>346</u> days days or dates

By: _____ Date: _____
Title: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the 14th day of March in the year 2019 by and between Village of Palm Springs, Florida (hereinafter called OWNER) and Foster Marine Contractors, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands Project involved the complete rehabilitation of these four lift stations. This work includes the replacement of all piping, electrical components, pumps, top slab and controls. The Woodlands pump station replacement will a new lift station and removal of the existing station.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands**

Article 2. ENGINEER

The Project has been designed by Engenuity Group, Inc. who is hereinafter called ENGINEER and who is 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 180 days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the GENERAL CONDITIONS, and completed and ready for final payment in accordance with paragraph 14.07.B.1 of the GENERAL CONDITIONS within 210 days from the date when the Contract Time commences to run.

Article 4. LIQUIDATED DAMAGES

4.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified herein paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the GENERAL CONDITIONS. They 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) CONTRACTOR shall pay OWNER five hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial

Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred and 00/100 dollars (\$200.00) for each day that expires after the time specified herein paragraph 3.1 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 5. CONTRACT PRICE

5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID FORM attached as Section 00310 - Bid Form.

Article 6. PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.05 of 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 in the General Requirements.

6.2.1 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 ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the GENERAL CONDITIONS.

6.2.1.1 Retainage shall be withheld from all progress payments in accordance with Florida Statutes 218.735(8), as follows:

- (i) Retainage in the amount of 10% of each progress payment up to completion of 50% of the contract amount.
- (ii) After meeting the 50% project completion milestone, retainage shall be reduced to 5% through completion if the following conditions are met:

The character and progress of the work meets contract requirements and is satisfactory to OWNER and ENGINEER.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.02 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price, inclusive of retainage withheld, as recommended by ENGINEER as provided in said paragraph 14.07.

Upon final completion and acceptance of the work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the OWNER. In order for

both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work and the Project have been properly completed and all charges have been invoiced to the OWNER. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the OWNER shall pay the remainder of the Contract Price including any amount held as retainage.

Notwithstanding the foregoing, the OWNER shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the OWNER.

Final payment shall not become due until the Contractor and all of its subcontractors submit to the OWNER releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

6.4 OWNER shall adhere to the requirements of Florida's Prompt Payment Act (FS218.735).

Article 7. INTEREST

7.1 All monies not paid when due as provided in Article 14 of the GENERAL CONDITIONS shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the SUPPLEMENTARY CONDITIONS as provided in paragraph 4.02 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph SC-4.02 of the SUPPLEMENTARY CONDITIONS of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to rely.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 8.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the GENERAL CONDITIONS; and no additional examinations,

investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the GENERAL CONDITIONS.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

9.1 This Agreement (pages 1 to 11, inclusive).

9.2 Exhibits to this Agreement, pages N/A to N/A, inclusive.

9.3 Performance and Payment Bonds, identified as exhibits Section 00610 - Public Construction Bond (Performance Bond) consisting of 1 page and Section 00620 - Payment Bond consisting of 1 page.

9.4 Notice of Award.

9.5 Section 00705 - GENERAL CONDITIONS (pages 1 to 56, inclusive).

9.6 Section 00815 - SUPPLEMENTARY CONDITIONS (pages 1 to 7, inclusive).

9.7 Specifications bearing the title **Lift Station Rehabilitation for Fountainview, Mediterranean, and Woodlands** consisting of 16 Divisions and individual sections, as listed in table of contents thereof, December 21, 2018.

9.8 Drawings, consisting of a cover sheet and drawing sheets listed in the table of contents thereof, dated December 21, 2018.

9.9 Addenda numbers 1 to 1, inclusive.

9.10 CONTRACTOR's Bid (pages 1 to 6, inclusive) included as Section 00310.

9.11 Section 00320 - Electronic File(s) Disclaimer, pages 1 to 1.

9.12 Section 00415 - Public Entity Crimes pursuant to Section 287.133(1995), Florida Statutes, on public entity crimes and consisting of 1 page.

9.13 Contractor's Sworn Statement on Drug-Free Workplace identified as Exhibit Section 00420 - Statement Under Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of pages 1 to 2.

9.14 Section 00425 - Non-Collusive Affidavit.

9.15 Insurance certificates per the requirements of Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.

9.16 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).

9.17 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 of the GENERAL CONDITIONS.

9.18 The documents listed in paragraphs 9.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the GENERAL CONDITIONS.

Article 10. MISCELLANEOUS.

10.1 Terms used in this Agreement which are defined in Article 1 of the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are 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.

10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.4 SEVERABILITY. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

10.5 INDEPENDENT CONTRACTOR RELATIONSHIP. The CONTRACTOR is, and shall be, in the performance of all Services under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of the OWNER. All persons engaged in any of the Services performed

pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Services.

10.6 ACCESS AND AUDITS. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract.

The OWNER shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

10.7 NONDISCRIMINATION. 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, marital status, or sexual orientation.

10.8 ENFORCEMENT COSTS. Except for mediation, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

10.9 WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

10.10 PREPARATION. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.11 MATERIALITY. All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and OWNER may at its option and without notice terminate this Contract.

10.12 CONFLICT OF INTEREST. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes Section 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

10.13 CONTINGENT FEES. The CONTRACTOR warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

10.14 ENTIRETY OF CONTRACTUAL AGREEMENT. The OWNER and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions

contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

10.15 **PUBLIC RECORDS:** CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the OWNER as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT OWNER OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.16 **PALM BEACH COUNTY IG:** In accordance with Palm Beach County Ordinance Number 2011-009, the CONTRACTOR acknowledges that the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

10.17 ' 558.005 construction defect notice:

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT

**DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET
AND FOLLOWED TO PROTECT YOUR INTERESTS.**

In the event of a claim by OWNER relating directly or indirectly to construction defects, the CONTRACTOR and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

Signed and Sealed
in the Presence of:

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

Mayor

Attest:

Kimberly Lynn
Village Clerk

Approved as to form:

Village Attorney

Signed, Sealed and Witnessed
in the Presence of:

CONTRACTOR

Foster Marine Contractors, Inc.

Marcy L. Cabanas
Marcy L. Cabanas

By: _____

(Seal)

Kevin E. Schwiderson
Vice President

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me personally came and
appeared _____,

to me known to me to be the person described in and who executed the foregoing contract and
acknowledged that he executed the same.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came and appeared _____,
to me known to me to be one of the members of the partnership of _____
_____ described in and who executed the foregoing
instrument and he acknowledged that he executed the same on behalf of said partnership and that
same is the act and deed of said partnership.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

Notary Public

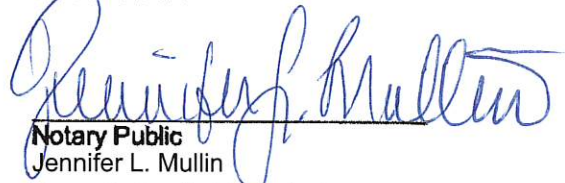
My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

On this 27 th day of March, 2019, before me personally came _____
Kevin E. Schwiderson and _____ appeared, to
known, who, being by me duly sworn, did depose and say that he resides at
125 Suffolk C, Boca Raton, Florida that he is the
Vice President
of Foster Marine Contractors, Inc. the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that one of the impressions affixed to said
instrument is an impression of such seal; that he is the proper official of said corporation designated
to execute such contract, that he has authority so to do, that he executed same for and in behalf of
said corporation, and this his act is the act and deed of said corporation.

Witness my hand and official notarial seal at 3180 Fairlane Farms Rd, Ste. 1,
Wellington, Florida 33414 the day and year above written.


Notary Public
Jennifer L. Mullin
Commission # FF 935134

My Commission Expires: November 11, 2019



END OF SECTION

12/21/18
6001.31

00500-11

AGREEMENT

FOUNTAIN VIEW LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ 21,000.00	\$ 21,000.00
2	Demolition	LS	1	\$ 21,000.00	\$ 21,000.00
3	Excavation	CY	10	\$ 112.00	\$ 1,120.00
4	8" Compacted Subgrade	SY	76	\$ 55.00	\$ 4,180.00
5	6" Concrete Driveway	SY	36	\$ 100.00	\$ 3,600.00
6	2' High Black Vinyl Chain Link Fence	LF	28	\$ 64.00	\$ 1,792.00
7	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	27	\$ 190.00	\$ 5,130.00
7a	6' High Double Gate	EA	1	\$ 2,160.00	\$ 2,160.00
8	Detectable Warning	SF	7	\$ 140.00	\$ 980.00
9	4' Diameter Structure with Frame and Grate	EA	1	\$ 2,600.00	\$ 2,600.00
10	18" RCP Pipe	LF	28	\$ 95.00	\$ 2,660.00
11	Connect to Existing Structure	LS	1	\$ 2,000.00	\$ 2,000.00
12	4" DIP FM	LF	20	\$ 225.00	\$ 4,500.00
13	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	\$ 12,300.00	\$ 12,300.00
14	6" Concrete Pad	SY	40	\$ 90.00	\$ 3,600.00
15	4" Flanged Check Valve	EA	2	\$ 1,300.00	\$ 2,600.00

16	4" Flanged Plug Valve	EA	3	\$ 650.00	\$ 1,950.00
17	Fittings	TN	0.15	\$ 22,000.00	\$ 3,300.00
18	Pressure Gauge Assembly	EA	1	\$ 2,800.00	\$ 2,800.00
19	2" DWV P-Trap Assembly	EA	1	\$ 1,650.00	\$ 1,650.00
20	4" DIP Vent with Screen Assembly	EA	1	\$ 1,200.00	\$ 1,200.00
21	Lift Station RPZ Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
22	Coatings for Structures and Piping	LS	1	\$ 9,800.00	\$ 9,800.00
23	10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 6,200.00	\$ 6,200.00
24	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 47,650.00	\$ 47,650.00
25	CONDUIT, F&I, 2" PVC	LF	200	\$ 15.00	\$ 3,000.00
26	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	800	\$ 4.00	\$ 3,200.00
27	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ 11,900.00	\$ 11,900.00
28	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
29	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 54,500.00	\$ 54,500.00
30	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 10,900.00	\$ 10,900.00
31	FPL Service Connection Charge	LS	1	\$ 6,000.00	\$ 6,000.00
32	Removal of Vegetation	LS	1	\$ 2,500.00	\$ 2,500.00

33	Clear & Grub	LS	1	<u>\$1,800.00</u>	<u>\$1,800.00</u>
34	Landscape Restoration	LS	1	<u>\$4,800.00</u>	<u>\$4,800.00</u>
35	Allowance	LS	1	<u>\$13,000.00</u>	13,000.00

Fountain View Lift Station Subtotal Bid Amount \$ 280,672.00

MEDITERRANEAN LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	<u>\$20,000.00</u>	<u>\$20,000.00</u>
2	Demolition	LS	1	<u>\$22,000.00</u>	<u>\$22,000.00</u>
3	Excavation	CY	6	<u>\$130.00</u>	<u>\$780.00</u>
4	8" Compacted Subgrade	SY	19	<u>\$55.00</u>	<u>\$1,045.00</u>
5	Type D Curb	LF	17	<u>\$100.00</u>	<u>\$1,700.00</u>
6	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	34	<u>\$225.00</u>	<u>\$7,650.00</u>
7	1.2 ft High Gravity Wall	LF	6	<u>\$250.00</u>	<u>\$1,500.00</u>
8	Connect to Existing Structure	LS	1	<u>\$3,200.00</u>	<u>\$3,200.00</u>
9	6" DIP Pipe	LF	7	<u>\$435.00</u>	<u>\$3,045.00</u>
10	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	<u>\$11,900.00</u>	<u>\$11,900.00</u>

11	6" Concrete Pad	SY	19	\$ 75.00	\$ 1,425.00
12	6" Flanged Check Valve	EA	2	\$ 1,500.00	\$ 3,000.00
13	6" Flanged Plug Valve	EA	2	\$ 900.00	\$ 1,800.00
14	4" Plug Valve	EA	1	\$ 600.00	\$ 600.00
15	Fittings	TN	0.24	\$ 31,800.00	\$ 7,632.00
16	Pressure Gauge Assembly	EA	1	\$ 1,600.00	\$ 1,600.00
17	2" DWV P-Trap Assembly	EA	1	\$ 1,250.00	\$ 1,250.00
18	4" DIP Vent with Screen Assembly	EA	1	\$ 1,100.00	\$ 1,100.00
19	Lift Station RPZ Assembly	EA	1	\$ 1,850.00	\$ 1,850.00
20	Coatings for Structures and Piping	LS	1	\$ 11,300.00	\$ 11,300.00
21	10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 4,300.00	\$ 4,300.00
22	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 72,000.00	\$ 72,000.00
23	CONDUIT, F&I, 2" PVC	LF	200	\$ 15.00	\$ 3,000.00
24	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	800	\$ 5.00	\$ 4,000.00
25	ELECTRICAL RACK, 3P-100A-240V MAIN DISC. SWITCH, FPL METER CAN, JUNCTION BOX	LS	1	\$ 11,900.00	\$ 11,900.00
26	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
27	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 54,500.00	\$ 54,500.00

28	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 9,400.00	\$ 9,400.00
29	FPL Service Connection Charge	LS	1	\$ 6,000.00	\$ 6,000.00
30	Clear & Grub	LS	1	\$ 2,600.00	\$ 2,600.00
31	Landscape Restoration	LS	1	\$ 5,400.00	\$ 5,400.00
32	Allowance	LS	1	\$13,000.00	13,000.00

Mediterranean Lift Station Subtotal Bid Amount \$ 291,277.00

WOODLANDS LIFT STATION

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	LS	1	\$ 22,500.00	\$ 22,500.00
2	Demolition	LS	1	\$ 36,900.00	\$ 36,900.00
3	Excavation	CY	160	\$ 51.00	\$ 8,160.00
4	8" Compacted Subgrade	SY	54	\$ 50.00	\$ 2,700.00
5	Manhole	EA	1	\$ 14,500.00	\$ 14,500.00
6	6' High Galvanized Black Vinyl Coated Chain Link Fence with Double Gate	LF	98	\$ 86.00	\$ 8,428.00
7	Finish Grading	SY	22	\$ 185.00	\$ 4,070.00
8	Connect to Existing Structure	LS	1	\$ 3,700.00	\$ 3,700.00

8a	Pavement Replacement	SY	7	\$ 380.00	\$ 2,660.00
8b	Sidewalk Replacement	SY	7	\$ 330.00	\$ 2,310.00
9	6" DIP Pipe	LF	16	\$ 250.00	\$ 4,000.00
10	8" DIP Pipe	LF	38	\$ 450.00	\$ 17,100.00
11	Valve Pit with 6" Top Slab with Aluminum Frame and Cover	EA	1	\$ 8,700.00	\$ 8,700.00
12	6" Concrete Pad	SY	54	\$ 135.00	\$ 7,290.00
13	6" Flanged Check Valve	EA	2	\$ 2,000.00	\$ 4,000.00
14	6" Flanged Plug Valve	EA	2	\$ 1,500.00	\$ 3,000.00
15	4" Plug Valve	EA	1	\$ 1,300.00	\$ 1,300.00
16	Fittings	TN	0.21	\$ 31,000.00	\$ 6,510.00
17	Pressure Gauge Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
18	2" DWV P-Trap Assembly	EA	1	\$ 2,200.00	\$ 2,200.00
19	4" DIP Vent with Screen Assembly	EA	1	\$ 1,600.00	\$ 1,600.00
20	Lift Station RPZ Assembly	EA	1	\$ 2,550.00	\$ 2,550.00
21	Coatings for Structures and Piping	LS	1	\$ 20,000.00	\$ 20,000.00
22	8' Wetwell w/ 10" Wetwell Top Slab w/ H2O Rated Aluminum Frame and Cover, Single Leaf Cons. w/ Halliday Fall Protection Grating	EA	1	\$ 99,300.00	\$ 99,300.00
23	Duplex Pumps with Floats, Cables, Guide Rails, Anchors, and Cable Rack	EA	1	\$ 70,800.00	\$ 70,800.00

24	CONDUIT, F&I, 2" PVC	LF	200	\$ 16.00	\$ 3,200.00
25	SERVICE CONDUCTOR, F&I, INSU, NO.2	LF	800	\$ 5.00	\$ 4,000.00
	ELECTRICAL RACK, 3P-100A-240V MAIN				
	DISC. SWITCH, FPL METER CAN,				
26	JUNCTION BOX	LS	1	\$ 12,500.00	\$ 12,500.00
27	INSTALLATION OF NEW CONTROL PANEL COMPLETE	LS	1	\$ 800.00	\$ 800.00
28	NEW RTU PANEL, TOWER & INSTRUMENTATION	LS	1	\$ 56,800.00	\$ 56,800.00
29	MISC. ELECTRICAL CONDUITS AND WIRING	LS	1	\$ 10,500.00	\$ 10,500.00
30	FPL Service Connection Charge	LS	1	\$ 6,250.00	\$ 6,250.00
31	Clear & Grub	LS	1	\$ 5,400.00	\$ 5,400.00
32	Landscape Restoration	LS	1	\$ 6,250.00	\$ 6,250.00
33	Allowance	LS	1	\$16,000.00	16,000.00

Woodlands Lift Station Subtotal Bid Amount \$ 478,478.00

TOTAL OF ALL BID PRICES \$ 1,050,427.00

BID FORM 00310-4 to 00310-10



Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2022

DEPARTMENT: Administration

ITEM #6: Approval to Award the Joseph L. Fallon Scholarship Awards - Five (5) Scholarship Awards

SUMMARY: Each year, the Village of Palm Springs awards scholarships to selected high school seniors who live within the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who passed suddenly during his senior year at John I. Leonard High School.

This year, the Village Council is expected to present five (5) Joseph L. Fallon Scholarship awards to applicants based on financial need, grades, experience, and personal appraisal. The recommended 2022 Fallon Scholarship winners include:

- **Stephanie Bruzon:** Stephanie is a student at G-Star School of the Arts and plans to attend the Savannah College of Art and Design (SCAD) in Savannah, Georgia. Her major is Theatre.
- **Connor A. Rieth:** Connor is a student at Suncoast High School and plans to attend University of Central Florida in Orlando, Florida. His major is Mechanical Engineering.
- **Clara Alfonso:** Clara is a student at G-Star School of the Arts and plans to attend Palm Beach State College in Florida. Her major is Information Graphic Design.
- **Gabrielle T. Kelly:** Gabrielle is a student at John I. Leonard High School and plans to attend University of Miami in Coral Gables, Florida. Her major is Child Psychology.
- **Leonardo Estrada:** Leonardo is a student at G-Star School of the Arts and plans to attend Valencia College in Orlando, FL. His major is Graphic and Interactive Design.

The Fallon Scholarship Committee met on April 18th, 2022, and recommended approval of five (5) scholarship awards to local high school students to assist with their plans to attend college.

The Village Council is expected to approve this recommendation on May 12th, 2022, and if approved, will present each scholarship recipient with a check during the May 12th, 2022, Village Council Meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2022 Budget - General Fund

ATTACHMENTS:

None

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

Whereas, the Village of Palm Springs is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians - building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, and others in the construction industry - who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state, and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the nation; these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety - our local code officials - who assure us of safe, efficient, and livable buildings that are essential to keep America great, and;

Whereas, Building Safety Month 2022 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Bev Smith, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of May 2022 as:

"Building Safety Month"

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

Mayor Beverly Smith

Date May 12, 2022



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Congress and President of the United States of America have designated the week of May 11 through May 17, 2022, as: **"Police Week"** and May 15, 2022, as **"Peace Officers Memorial Day"**; and

WHEREAS, Law Enforcement Officers are our guardians of life and property, defenders of the individual right to be free, and dedicated to the preservation of life, liberty, and the pursuit of happiness; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department, and know that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the members of the Palm Springs Police Department play an essential role in safeguarding the rights and freedoms of the citizens and visitors to the Village of Palm Springs; and the Village of Palm Springs wishes to honor our warriors in the war against crime for their valor, service, and dedication, and for unceasingly providing a vital public service; and

WHEREAS, all citizens in this community are urged to honor and show sincere appreciation for the police officers of this Village by deed, remark, and attitude and show thanks to all the police officers who make it possible for us to leave our homes and family in safety each day and to return to our homes knowing they are protected by officers willing to sacrifice their lives, if necessary, to guard against all who would violate the law.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of May 11 through May 17, 2022, as

"Police Week in Palm Springs"

and May 15, 2022, as:

"Peace Officers Memorial Day in Palm Springs"

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

Mayor **Beverly Smith**

Date **May 12, 2022**





Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2022

DEPARTMENT: Administration

ITEM
#10:

Presentation - Award the Joseph L. Fallon Scholarship - Five (5) Scholarship Recipients

SUMMARY: The Fallon Scholarship Committee met on April 18th, 2022, and recommended the approval of five (5) scholarship awards to local high school students to assist with their plans to attend college. Each scholarship recipient will receive a \$1,000 check.

This year, the Village Council is expected to present five (5) Joseph L. Fallon Scholarship awards to applicants based on financial need, grades, experience, and personal appraisal. The recommended 2022 Fallon Scholarship winners include:

- **Stephanie Bruzon:** Stephanie is a student at G-Star School of the Arts and plans to attend the Savannah College of Art and Design (SCAD) in Savannah, Georgia. Her major is Theatre.
- **Connor A. Rieth:** Connor is a student at Suncoast High School and plans to attend the University of Central Florida in Orlando, Florida. His major is Mechanical Engineering.
- **Clara Alfonso:** Clara is a student at G-Star School of the Arts and plans to attend Palm Beach State College in Florida. Her major is Information Graphic Design.
- **Gabrielle T. Kelly:** Gabrielle is a student at John I. Leonard High School and plans to attend the University of Miami in Coral Gables, Florida. Her major is Child Psychology.
- **Leonardo Estrada:** Leonardo is a student at G-Star School of the Arts and plans to attend Valencia College in Orlando, FL. His major is Graphic and Interactive Design.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2022 Budget - General Fund

ATTACHMENTS:

None



Village of Palm Springs

Staff Report

AGENDA DATE: May 12, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #11: Ordinance No. 2022-02 - Land Use Amendment (Small-Scale) - Belmont - 1591 Kirk Road - *(First Reading)(Quasi-Judicial Hearing)*

SUMMARY: Mr. Jerrod Purser, agent for D.R. Horton, Inc. ("Applicant"), is requesting a small-scale land use plan amendment on a 5.07-acre property to facilitate a multi-family (townhome) development project.

The proposed small-scale land use change would be from the existing Palm Springs designation to the new Palm Springs designation. The property is less than 50 acres in size (5.07 acres) and planned for urban (residential) use:

Existing Village Future Land Use	Proposed Village Future Land Use
Other Public Facilities	Medium Density Residential (up to 10 du/ac)

The applicant is requesting that the property be designated with the Village's Medium-Density Residential future land use category (10 du/ac), which would allow up to a maximum intensity of 50 residential dwelling units. The property was annexed into the Village of Palm Springs in 2006 and assigned Village Residential Multiple-Family and Other Public Facilities zoning and future land use designations, respectively.

Note: The subject property is bound to the west and the north by Palm Beach County residential land use.

The applicant is concurrently requesting a site plan approval (SPR22-03) and two (2) waivers for residential planned development (RPD) to construct 42 two-story fee-simple townhomes within nine (9) buildings. The proposed community would have access via Kirk Road, and amenities are expected to include playground equipment, picnic tables under a shade structure, and a trail path.

The applicant is requesting two (2) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-1328 to allow a 20' wide drive aisle rather than the 26' wide required
2. Relief from Sec. 34-766(1) to allow the construction of 42 residential dwelling units within 5.07 acres rather than 8.84 acres.

The proposed site plan with waivers is presented (within this item) for informational purposes only (no action is required at this time). If the proposed small-scale map amendment is approved on the 2nd and final reading, the proposed site plan will be considered by the Village Council under a separate

Resolution during the June 9th meeting.

The staff has identified the focal area of concern related to the project with the present traffic conditions at the northern section of the Kirk Road and Forest Hill Boulevard intersection, primarily because of peak traffic caused by the adjacent middle school. The main issue is the increased vehicular and pedestrian traffic during peak morning and afternoon school traffic. Palm Springs Middle School has an enrollment of 1,636 students, and the school session is from 9:30 a.m. to 4:05 p.m. The peak traffic times for this area range from 8:00 a.m. - 9:00 a.m. and 3:00 p.m. - 4:30 p.m. Kirk Road has hundreds of cars stacked for student drop off and pick up during these times. Hundreds of students cross the adjacent roads at the beginning of school and during dismissal. Officers estimate about 400 students exit the school. Many of them cross the street using the northern crosswalk to go to Dollar General, Cumberland Farms, and Woodhaven Plaza. During peak dismissal, the school staff stops vehicular traffic at the north crosswalk crossing for up to seven minutes, and crossing guards at the corner of Kirk and Forest Hill stop vehicular traffic for multiple twenty-second intervals. In addition, Palm Beach County added a second pedestrian crossing on Kirk Road north of the main intersection on Kirk and Forest Hill to alleviate crowding at the corner crossings. The end of the new crosswalk is too close to the driveway to access Dollar General. As a result, students crossing the street walk directly into traffic that turn left into Kirk since the lack of distance does not allow stacking. We believe the county could have averted this issue if the crosswalk were offset by a few feet further north away from the driveway access.

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use, irrespective of potential development plans, is generally made with consideration to compatibility, impact on services, and need for the land use to fulfill village redevelopment and growth objectives.

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

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers and provides opportunities to resolve potential disputes only within the plan amendment process.

The Planning & Zoning Board considered the requested land use plan amendment during their February 8, 2021 meeting and recommended denial. Board members expressed concerns regarding the number of units suggested, the density, and the amount of traffic generated from the new development.

The Local Planning Agency (LPA) considered this item during their March 10, 2022 meeting and recommended denial.

On March 10, 2022, the project was presented to the Village Council, but concerns were expressed about the density proposed, the number of units, and compatibility with the surrounding residential area. The applicant requested it to be postponed until the May 12th, 2022 Council meeting, to revise the site plan and alleviate the concerns expressed by council members.

The applicant has revised the project to propose a maximum intensity of 8.28 residential dwelling units per acre and reduced the number of units from 50 to 42 dwelling units.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on June 9, 2022.

FISCAL IMPACT:

The property land use amendment is not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property evaluation. In addition, this project would require various Village services that will result in increased expenditures on the Village.

ATTACHMENTS:

1. Proposed Ordinance No. 2022-02 - Small Scale Land Use Amendment - 1591 Kirk Road - Belmont
2. Exhibit "A" Staff Report & Conditions of Approval
3. Applicant Justification Statement
4. Site Plan
5. Belmont Color Plans
6. Traffic Conditions
7. Warranty Deed
8. Aerial, Location, FLU Maps

ORDINANCE NO. 2022-02
(SMALL SCALE LAND USE AMENDMENT)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR A 5.07-ACRE PARCEL AND PLANNED FOR "MEDIUM DENSITY RESIDENTIAL" LOCATED AT 1591 KIRK ROAD, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF "OTHER PUBLIC FACILITIES" TO A FUTURE LAND USE DESIGNATION OF "MEDIUM DENSITY RESIDENTIAL"; THE ZONING DESIGNATION WILL REMAIN AS "RESIDENTIAL MULTIPLE- FAMILY (RM)" DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use designation for a parcel less than 50 acres in size (5.07 acres) that is currently a church, and is currently proposed for "medium density residential" use located at 1591 Kirk Road; and

WHEREAS, the Village will initiate the small-scale land use from the existing Village of Palm Springs designations. The subject property is less than 50 acres in size; and

WHEREAS, there is a limitation of ten (10) dwelling units' maximum on the property; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"); and

WHEREAS, the Village Council, sitting as the Village's Local Planning Agency (the "LPA") will consider this item on March 10, 2022, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendment; and

WHEREAS, the Village Council has determined that granting the request for land use amendment serves a valid public purpose.

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

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A**" shall be established as "Medium Density Residential" land use. Until such time as the appeal period expires, (if challenged, the new Future Land Use Designation is not effective until such time as the state land planning agency or the Administration Commission issues a final order of compliance) but not sooner than 31 days following the effective date of this ordinance, all development of said lands shall be subject to the requirement of the existing Village Land Use Plan, Zoning, and Subdivision Regulations.

Section 3. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective thirty-one (31) days from adoption.

Council Member _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Council Member _____ and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, 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, this _____ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY

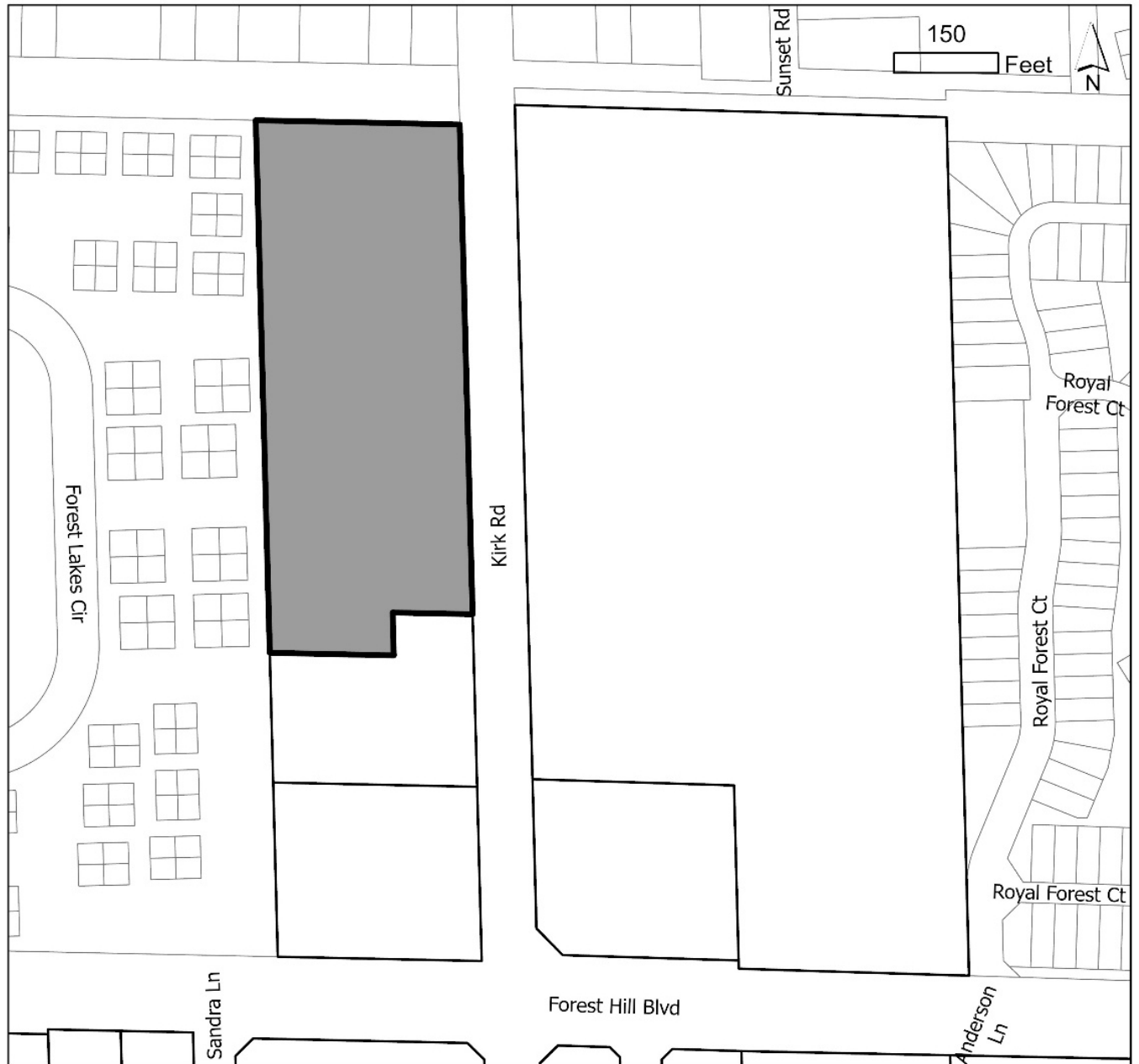


PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Small-Scale Future Land Use Amendment and Residential Plan Development Site Plan with Waivers
Belmont – 1591 Kirk Road

Application Summary			
Applicant / Petitioner	D.R. Horton, Inc. (Contract Purchaser) Jerrod Purser; WGI, Inc. (Agent)	Submittal Date	4/29/2021
Reference Name	Belmont	Case Number	SPR22-03
		Parcel Control No.	70-42-44-12-39-000-0020
Location	1591 Kirk Road	Site Area	± 5.07 net acres
P&Z B Meeting	Tuesday, February 8, 2022	Local Planning Agency	Thursday, March 10, 2022
Council Meeting (after LPA, 1 st Reading)	Thursday, May 12, 2022	Council Meeting (2 nd Reading)	Thursday, June 9, 2022
Requests			
Proposed Use	Small-Scale Future Land Use Amendment to change the land use from Other Public Facilities to Medium Density Residential and Residential Planned Development Site Plan with waivers for the construction of 42 two-story fee-simple townhomes within seven (7) buildings.		
Number of Buildings	Seven (7) Buildings (approximately 78,848 S.F. total)		
Waivers	1. Requesting a waiver from Sec. 34-1328 to allow a 20’ parking drive aisle instead of the 26’ parking drive aisle required. 2. Requesting a waiver from Sec. 34-766(1) to allow a minimum lot area of 5.07 acres (220,849 SF) instead of the 8.28 acres (360,676 SF) minimum requirement.		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of 132 spaces needed 2.5/ DU + 25% for guest	165 spaces total 42 One-Car Garages, 56 Driveway spaces, 67 guest spaces	Yes
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front Yard	25’	30’	Yes
Rear Yard	20’	24’	Yes
Side Yard	20’	20’	Yes
Site Characteristics			
Existing Use	Church	Proposed Use	Townhomes
Existing Zoning	Residential Multiple-Family (RM)	Proposed Zoning	Residential Multiple-Family (RM)
Existing Future Land Use	Other Public Facilities	Proposed Future Land Use	Medium Density Residential
Proposed Density	8.28 du/acres (Maximum permitted on Medium Density Residential is 10 du/acre)		

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	LWDD Canal	Unincorporated PBC	Unincorporated PBC
South	Retail	Commercial	Commercial General (CG)
East	Palm Springs Middle School	Education	Governmental (G)
West	Multi-Family Residences	Unincorporated PBC	Unincorporated PBC
Recommendation			
Staff has concerns regarding congestion issues due to high pedestrian traffic during the neighboring school's entry and dismissal. A second pedestrian crossing on Kirk Road was added crossing north of the main intersection on Kirk and Forest Hill to prevent jaywalking and alleviate crowding in the corner crossings. However, the end of the new crosswalk is too close to the driveway access to Dollar General. As a result, students crossing the street walk directly into traffic turning left into Kirk since the lack of distance does not allow stacking. Staff highly recommends the following: 1) Adding a pedestrian crossing light at the secondary crossing or eliminating the secondary pedestrian crossing completely. 2) Designating the right exit lane, from the new community, a turn-right-only lane during school zone hours to reduce traffic conflicts during peak traffic hours (8:00 – 9:00 am and 3:00pm – 4:30 pm) Even with the concerns outlined in this staff report, Planning, Zoning & Building Staff recommends conditional approval of the new residential medium density planned development site plan, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses. The Planning and Zoning Board considered the application and recommended denial – motion carried 3-2.			



I Site History

- Ordinance 2006-13: Annexation
The property located at 1591 Kirk Road was annexed into the Village of Palm Springs on April 27, 2006. The property maintained Palm Beach County's Future Land Use Designation of Institutional and Palm Beach County's Zoning Designation of Residential Multi-Family/Medium Density with a Class A Conditional Use.
- Ordinance 2007-26: Future Land Use Map Amendment
On February 28, 2008, the Village Council adopted the resolution to change the property's Future Land Use designation to Other Public Buildings and Zoning Designation to Residential Multiple Family.
- Ordinance 2014-02: Small Scale Land Use and Zoning
The 0.77-acre southern vacant portion of the parcel was carved out with a FLU Map Amendment to Commercial and rezoning to Commercial General.

II. Comprehensive Plan Consistency

- The subject property's Future Land Use Designation and Zoning are Other Public Facilities and Residential Multi-Family, respectively. The Future Land Use map designation change from Other Public Facilities to Medium Density Residential is requested and is supported with a planned development site plan. All requests are consistent with the goals, objectives, and policies of the Village's Comprehensive Plan.

III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: The applicant is requesting a waiver from Sec. 34-1328 to allow a 20' parking drive aisle when adjacent to 90-degree parking instead of the 26' parking drive aisle required.

Waiver #2: The applicant is requesting a waiver relief from Sec. 34-766(1) to allow a minimum lot area of 220,849 square feet (5.07 acres) instead of the 360,676.80 square feet (8.28 acres) required for 42 dwelling units.

The applicant's full justification to the waivers is attached hereto.

- a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waiver 1: It is important to note that each driveway is designed with a proposed depth of 20 feet, which is longer by 2 feet from a standard 90-degree angle parking space.

The internal road has a 20-foot asphalt pavement, a 4-foot paver strip and a 2-foot curb/gutter along both sides of the road totaling 28 feet in width. Therefore, when comparing the internal road with townhouse units/driveways located on both sides of the street to a two-way drive aisle of a parking lot, with 90-degree angle parking spaces on both sides of the drive aisle, the proposed dimension measures 68 feet versus 62 feet as required for the parking lot.

The second scenario is where the proposed townhouse units/driveways abut an internal street with parking spaces located on the other side of the street. The proposed dimension of the internal street is 28 feet and exceeds the drive aisle dimension of 26 feet.

It is important to note that Section 34-1328 has a conflict between the dimensions for the aisle width for a 90-degree parking lot, the Table of 34-1328 indicated a 27-foot aisle width whereas the graphic for the 90-degree angle parking layout shows 26 feet aisle width is required, after consultation with Village Staff, the latter dimension is confirmed to be correct. Therefore, the request is to reduce the aisle width from 26 feet to 20 feet for those areas where 90-degree angle parking are located.

In addition to the proposed signage on speed limit; installation of speed tables and striping of crosswalks will provide a safe and environment for the residents of this development.

Since the aisle width reduction is internal to the development, by granting this waiver, it will not be injurious or detrimental to the public health, safety, and welfare.

Waiver 2: The request to allow a reduced lot size from the required minimum lot requirements is outside of the Applicant's control and will not affect the public health safety, and welfare.

- b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1: As mentioned in Criteria 1 above, the proposed townhouse planned development complies with the performance standards of a Residential Planned Development of Section 34-1063 – Performance Standards by:

- a. providing sidewalks on both sides of the street; and will be interconnected with other pedestrian amenities and access to individual units.
- b. utilizing existing curb cut to the Church and improve the northern access point as the main ingress/egress for the townhouse development.
- c. providing adequate parking for both residents and guests.
- d. providing pedestrian scale street lighting along internal sidewalks.
- e. providing amenities that are in a central location of the development and will be accessible by a safe pedestrian circulation system.
- f. providing landscape buffers along the perimeter of the planned development to address any potential impact.

As such, by complying with those applicable planned development performance standards, of which these performance standards are examples of innovative design and can be used as a guideline for an applicant to follow. Therefore, the Applicant is providing an innovative design for the overall development, and with the additional traffic calming components such as defining parking areas with decorative pavement; speed limit signage and speed tables, the minimum design standards are exceeded.

Waiver 2: The request to allow a reduced lot size is not the result of innovative design. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

- c. The request demonstrates that granting the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1: The granting of the waiver request related to reduced drive aisle width will result a lesser impervious area, and will provide a more efficient drainage system for the proposed development.

Waiver 2: The request to allow a reduced lot size will not result in preservation of valuable natural resources. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1: By allowing a narrower drive aisle adjacent to parking spaces, there is still sufficient area to provide safe vehicular maneuvering area and a sidewalk on both sides of the internal street, and therefore establishes a safe pedestrian circulation system that connects external to the public sidewalk along Kirk Road and Forest Hill Boulevard.

Waiver 2: The request to allow a reduced lot size does not demonstrate public benefits to be derived. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Waiver 1: The request will not jeopardize the screening of the subject site as it relates to a decreased drive aisle width which is internal to the planned development, and only in a specific portion of the site.

Waiver 2: The waiver does not generate any adverse impacts related to adjacent properties; however, the Applicant will sufficiently screen and buffer the property.

- f. Economic issues may not be used to justify waivers.

Waivers 1 & 2: Economic issues are not used as a justification for these requests.

- g. The request is compatible with existing and potential land uses adjacent to the development site.

Waivers 1 & 2: These requests are consistent with the existing and potential land uses adjacent to the development site. The surrounding uses to the north and west are residential communities. The request of a decreased drive aisle and decreased minimum lot area will not jeopardize the subject site's compatibility with the adjacent uses.

Staff supports the applicant's request based on the intent of the applicant to maximize the utilization of the land reducing the amount of impervious surface and consistency with the Village Comprehensive Plan allowing for innovative designs. Although the acreage is below the minimum required for 42 residential dwelling units, the property can still be developed in the proposed manner without major any adverse impact to the surrounding properties.

Staff has concerns about congestion issues due to high pedestrian traffic during the neighboring school's entry and dismissal. Palm Beach County added a second pedestrian crossing on Kirk Road crossing north of the main intersection on Kirk and Forest Hill to prevent jaywalking and alleviate crowding in the corner crossings. However, the end of the new crosswalk is too close to the driveway access to Dollar General. As a result, students crossing the street walk directly into traffic turning left into Kirk since the lack of distance does not allow stacking. We believe the county could have averted this issue if the crosswalk were offset a few feet further north away from the driveway access.

Staff have the following two conditions in reference to these concerns:

- Adding a pedestrian crossing light at the secondary crossing or eliminating the secondary pedestrian crossing.
- Designating the right exit lane, from the new community, a turn-right-only lane during school zone hours to reduce traffic conflicts during peak traffic hours.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the west side of Kirk Road between Forest Hill Blvd and LWDD Canal L-7.
- 2) Surrounding properties to the north and west are mostly single family and multi-family residential dwellings.
- 3) A mix of different retail and professional services like general retail, restaurants, schools, and professional offices are located to the south and southwest within walking distance along Kirk Rd and Forest Hill Blvd.
- 4) The site is located about 1.05 miles northwest From Village Hall.
- 5) Palm Springs Middle School is located east across the street. The Summit Blvd branch of the Palm Beach County Library and the Palm Beach School District Fulton Holland Educational Services Center are other major sites located within a mile of the site.
- 6) Public transportation is available through Palm Tran bus stops along Kirk Road via route 60 and Forest Hill Blvd via route 46.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of a Residential Planned Development.
 - 1) Proposed project plan generally meets required site development regulations.

- 2) The applicant is responsible to acquire all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County, Lake Worth Drainage District, and the Village of Palm Springs.
- 3) Civil/Utility plans shall be approved by the Village's Engineer.
- 4) The proposed development is located within the Airport Regulated areas Zone 1 and Zone 3 for Palm Beach International Airport.
- 5) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
- 6) A negative impact on the School District of Palm Beach County public school system is expected with the proposed development.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/Notification

- The subject property was posted on January 28, 2022.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on January 26, 2022.
- Legal advertisement was published in the paper on February 3, 2022 and will be re-advertised on March 31, 2022.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans received on April 23, 2021, depicts the following:

- Application for Residential Planned Development Site Plan approval with two (2) waivers for the construction of 50 two-story fee-simple townhomes within 9 buildings.
 1. Site Plan received on April 29, 2021. Last revised and resubmitted on April 20, 2022.
 2. Landscape plans received on April 29, 2021. Last revised and resubmitted on January 13, 2021.
 3. Engineering plan received on April 29, 2021. Last revised and resubmitted on January 13, 2021.
 4. Architectural plans received April 29, 2021 and January 25, 2022.
 5. Photometric plan received April 29, 2021. Revised and resubmitted on January 13, 2022.
 6. Boundary and topographic survey received April 29, 2021.
 7. Traffic study dated April 23, 2021 and received April 29, 2021. Revised October 20, 2021 and received November 5, 2021.
 8. Project narrative and Justification Statement of proposed use received April 29, 2021. Revised and resubmitted on January 13, 2022.
 9. Drainage Statement dated April 22, 2021 and received April 29, 2021.
 10. Conceptual Drainage Plan received April 29, 2021. Revised and resubmitted on January 13, 2022.

IX. Recommendation

The applicant is proposing the development of the 5.07-acre parcel with the construction of 42 two-story fee-simple townhomes within seven buildings.

The townhomes will be three-bedroom homes with a one car garage and a driveway with space for one or two cars. The buildings will be configured with seven (7) six-townhome structures. The community will have one access driveway via the existing Kirk Road right-of-way on the northern segment of the property and only emergency access is proposed thru the southern drive aisle. Amenities include a tot lot, a shade structure with picnic tables, and a recreational open space.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed Residential Planned Development Site Plan to be consistent with goal, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. However, staff has concerns about congestion issues due to high pedestrian traffic during the neighboring school's entry and dismissal.

The proposed residential project provides internal sidewalk connections between the common amenities (tot lot, picnic area) and the buildings to facilitate pedestrian circulation and safety. The proposed project provides open spaces creating common areas for passive/leisure activities. The proposed use does not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

In addition, the project exceeds some of the minimum requirements for a Planned Development as shown on the following table:

Land Development Regulations	Required	Proposed
35 percent of the gross land area for open space	77,101 SF. (1.77 acres)	113,691.60 SF. (2.61 acres) (51%)
2.5 Vehicle Parking Spaces per Dwelling Unit + 25 percent allocation for Guest Parking	132 Spaces	165 Spaces

PZ&B Staff recommends conditional approval of the Residential Planned Development Site Plan with two (2) waivers, for the construction of 42 fee-simple townhomes within seven (7) buildings subject to the following forty-three (43) conditions below and a suggestion for a voluntary monetary contribution, requested by the School District to mitigate school impacts:

1. Build out date December 31, 2024.
2. The Final Plat shall be approved and recorded **prior to the issuance of any building permit.**
3. The common amenities shall be completed in their entirety, open for use and accessible to the residents, **prior to the issuance of the 16th Certificate of Occupancy** (40% of the project)
4. An opaque fence shall be provided around the lift station supplemented with landscaping and details shall be provided **at time of permitting.**
5. A pedestrian crossing light shall be added at the secondary pedestrian crossing or the crossing shall be eliminated.
6. Designate the right exit lane, from the new community, a turn-right-only lane during school zone hours to reduce traffic conflicts during peak traffic hours (8:00 – 9:00 am and 3:00pm – 4:30 pm).
7. A Utility/Civil Plan shall be approved by the Village Engineer and Palm Beach County Utilities **at time of permitting.**
8. Details of the proposed black aluminum fence shall be provided to the PZB Department and shall be approved by the PZB Director **at time of permitting.**
9. Garages shall be used for parking only. The HOA covenants/ deed restrictions shall prohibit the conversion of garages into habitable spaces or used as storage.
10. The HOA covenants/ deed restrictions shall prohibit the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
11. The legal instruments providing parking restrictions, shall be reviewed and approved by the Village Attorney and PZB Director **prior to issuance of the first building permit.**
12. Only one or two vehicles respectively shall be parked in the driveways overnight and shall not be permitted to park on or block any sidewalk or drive isles.
13. No parking shall be allowed, under any circumstances, along the drive aisle. Residents and guest parking shall only occur within designated parking stalls, private driveways and private garages.
14. The HOA shall be responsible for all landscape maintenance, including, but not limited to, mowing of private yards and trimming the trees around the entire perimeter.

15. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
16. Conditions of approval stated in Village Engineer's letter (Chen Moore and Associates) issued on January 24, 2022, shall be satisfied **at time of Civil/Utility application review**.
17. Any existing or proposed utility box/cabinet shall be screened from view, Staff recommends wrapping the cabinets/box with a match design accordingly with the existing/proposed location.
18. Any existing or proposed utility easement shall not overlap more than 5' the landscape buffer.
19. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:

"NOTICE TO HOMEBUYERS/TENANTS"

"school age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561) 434-8100 for the most current school assignment(s)".

20. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
21. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
22. The mail pickup and delivery system shall be approved by the United States Postal Service.
23. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
24. Provide permits from all applicable permitting agencies, including but not limited to, Lake Worth Drainage District, Palm Beach County Water Utilities Department, Palm Beach County Roadway Production Division, and the Village of Palm Springs **at the time of permitting**.
25. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
26. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
27. A stabilized surface shall be provided at all times during construction for access by emergency vehicles.
28. All mechanical equipment's and above-ground infrastructure shall be screened from view.
29. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
30. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
31. All electric utilities shall be underground.
32. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
33. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
34. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
35. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
36. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
37. Photometrics must be certified by an engineer **prior to CO**.
38. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
39. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
40. The General Contractor shall be on site during all construction activity in accordance with FS 489.1195.

41. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
42. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.
43. An updated School Capacity Availability Determination letter from the School District of Palm Beach County reflecting 50 residential units shall be provided prior to Village council consideration.
44. The School District has requested the Applicant offer a voluntary commitment to make a contribution of \$54,888.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on June 23, 2021.



JUSTIFICATION STATEMENT
FLU Map Amendment | Site Plan (Planned Development)
Belmont

Initial Submittal: April 22, 2021

*Revised: June 11, 2021; August 20, 2021; December 15, 2021;
April 22, 2022*

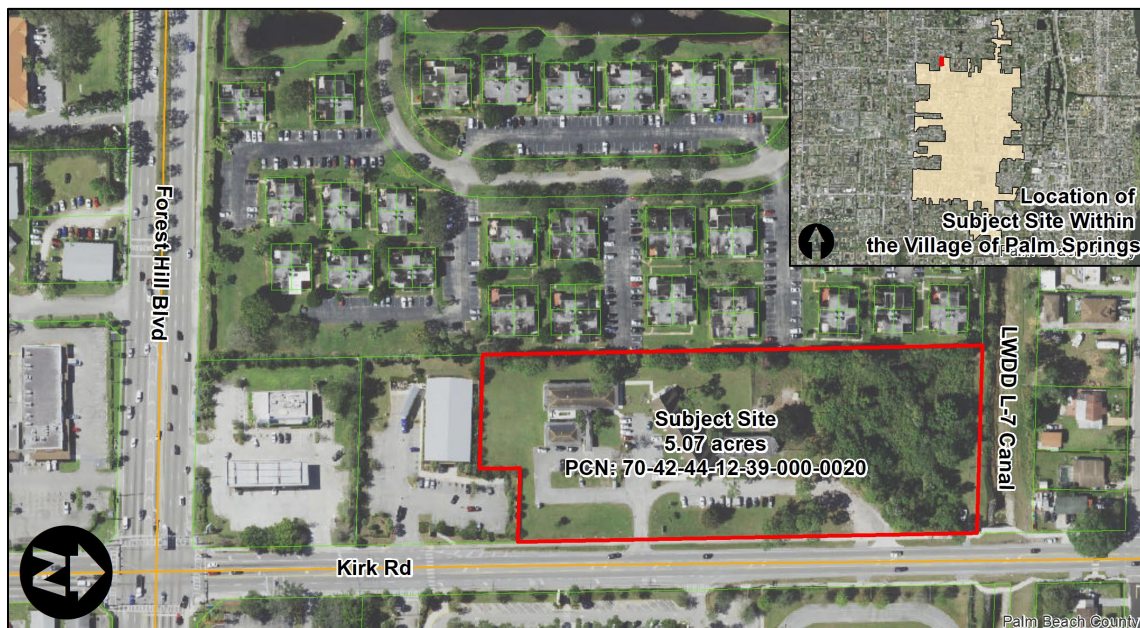
REQUEST

On behalf of D.R. Horton, Inc., the Applicant, WGI is requesting approval of the following:

- 1) **Future Land Use Map Amendment** from the Other Public Facilities Future Land Use designation to the Medium Density Residential Future Land Use designation.
- 2) **Site Plan (Planned Development)** to allow a 42-unit fee-simple townhome residential planned development.
 - **Waivers** from the following development standards allowed as part of Planned Development Performance Standards:
 - i. Drive aisle width adjacent to 90-degree parking.
 - ii. Minimum Lot Area

SITE CHARACTERISTICS

The 5.07-acre subject site, known as "Belmont", is located approximately 600 feet north of the Kirk Road and Forest Hill Boulevard intersection on the west side of Kirk Road. It is identified by Parcel Control Number (PCN) 70-42-44-12-39-000-0020 and has an existing address of 1591 Kirk Road. The subject site is under the jurisdiction of the Village of Palm Springs and has a Future Land Use (FLU) Designation of Other Public Facilities (UI) and is within the Residential Multiple Family (RM) Zoning district. The subject site is not within any of the Village of Palm Spring's overlay districts or within the Community Redevelopment Agency (CRA) district boundary. The subject site is currently being utilized as a Place of Worship use, with four buildings and its associated site elements. A large portion of the subject site is heavily vegetated. A map has been provided below which identifies the subject site's location within the Village, as well as an adjacent parcel's view which provides greater detail regarding the site characteristics and surrounding areas.



SURROUNDING PROPERTIES

The site is surrounded by a mix of uses, including a school, multifamily residential, single-family residential, and general retail. The mix of surrounding residential uses adjacent to the subject site can generally be found to be consistent with the proposed development. A summary of the surrounding property information has been provided below.

	FLU Designation	Zoning District	Existing Use
North	Medium Density Residential, 5 Units Per Acre (MR-5) (Unincorporated)	Multi-family Residential, Medium Density (RM) (Unincorporated)	Canal & Single-Family Residential
South	Commercial	General Commercial	Retail
East	Education	Governmental	Middle School
West	High Density Residential, 8 Units Per Acre (HR-8) (Unincorporated)	Multi-family Residential, Medium Density (RM) (Unincorporated)	Multi-Family Residential

North: Immediately north of the subject site is the Lake Worth Drainage District (LWDD) L-7 Canal. The L-7 Canal Right-Of-Way (ROW) provides 85 feet of separation from a single-family residential community further north on the other side of the canal. This community is within unincorporated Palm Beach County and retains a FLU designation of MR-5 and zoning district of RM.

South: South of the subject site is a Dollar General convenience store. The property is identified by a FLU designation of Commercial and is within the General Commercial zoning district.

East: To the east of the subject site is the Palm Springs Community Middle School. The property is identified by an Education FLU designation and is within the Governmental zoning district.

West: West of the subject site is the Forest Lakes community. This multi-family residential community is comprised of quadplexes, approximating 228 dwelling units. This community is within unincorporated Palm Beach County and retains a FLU designation of High Density Residential, 8 units per Acre and is within the multi-family residential zoning district.

DEVELOPMENT HISTORY

As previously mentioned, the subject site currently accommodates a Place of Worship, known as Lutheran Church of the Holy Cross. This church was initially approved by Palm Beach County in the late 1960s and has been in operation since. The subject site was voluntarily annexed into the Village of Palm Springs in 2006 under Ordinance Number 2006-13. No other development approvals since the subject site's annexation into the Village have taken place.

DEVELOPMENT PROGRAM

The following outlines the development program for the proposed 42-unit multi-family residential townhouse development:

Density

Pursuant to Section 34-761, the maximum density for the RM zoning district is 19 DU/AC. The proposed 42 townhouse development on the 5.07-acre site will yield a density of 8.28 DU/AC, and is consistent with the district's density regulations.

Building Height

Pursuant to Section 34-1064, the maximum height for a building within the residential planned development district shall be the same as allowed in the applicable land development district, or 35 feet, whichever is higher. The proposed RM zoning district and residential planned development height regulation remain consistent with one another, as three stories or 35 feet. The subject site is in compliance with this requirement as the proposed buildings are two stories with a 20' maximum height to Top of Beam (TOB).

Minimum Acreage Requirement

Pursuant to Section 34-1064(c), all Residential Planned Developments shall be no less than three acres. The subject site is compliant with this requirement as it is 5.07 acres in size. However, it should be noted that per Section 34-766(1), the RM zoning district requires a Minimum Lot Area regulation based on dwelling units, which would require the subject site to be 8.85 acres [15,000 SF for three dwelling units & 9,500 SF for each unit thereafter (42) = 385,500 SF or 8.85 acres].

Open Space and Common Amenity Area

Pursuant to Section 34-1064(d), a residential planned development is required to provide a minimum amount of open space and common amenity area. The minimum total open space requirement for residential planned developments shall be 35 percent of the gross land area, of which 20 percent shall be common amenity area. Based on the standard for required open space, the 5.07-acre subject site is required to provide 1.77 acres of open space. The subject site currently exceeds the code requirement for open space as 2.61 acres or 51 percent of the gross land are proposed to remain as open space. Of the 1.77-acre open space requirement, at least 20 percent of this area must be provided as a common amenity area to all lots such as parks, playgrounds, or other recreational purposes. Based on the open space land area requirement of 1.77 acres the subject site is required to provide 0.35 acres of common amenity area for the proposed community. This requirement is exceeded, as 0.55 acres of common amenity area is proposed central to the community. This amenity area accommodates a tot lot, shade structure, picnic tables and open lawn area.

Lot Coverage

Pursuant to Sec. 34-1064(e)(2), all structures within a Residential Planned Developments shall have a maximum lot coverage of 40%, based on the net area of individual lots. The development proposal is compliant with this requirement as none of the proposed lots exceed 40% lot coverage.

Access

The subject site has frontage along Kirk Road. The proposed site plan provides ingress/egress to the site from a Kirk Road access point at the northern portion of the property. An emergency only stabilized access point to Kirk Road is provided at the southern portion of the subject site.

Buffering

Pursuant to Village Code Article III, Section 34-162.-Required Landscaping, in certain situations the Village requires landscaping around the perimeter of development parcels to create a buffer from adjoining land uses, streets and properties. The subject site is in compliance with this section of the Village's code as there is a landscape buffer provided around the entirety of the subject site. The proposed perimeter buffer varies in width from five feet to 15 feet.

North - A Category 6, 10-foot-wide landscape buffer is required along the northern property line. Pursuant to Section 34-162 – Required buffers, planting for Category 6 requires a hedge not less than three feet in height, with trees, spaced not more than 20 feet apart. The hedge shall be a minimum of three feet in height at time of planting. The required hedge shall be a minimum of two different maintained levels or tiers, and shall be installed in a non-linear (meandering) manner.

South - A five-foot-wide landscape buffer with a six-foot high opaque fence is being proposed along the southern property line. It should be noted that the retail use has an existing buffer and an opaque fence. Combined with the proposed 0.23-acre dry detention area and proposed landscape buffer, increased separation and screening for the proposed residential development will be provided.

East - A 15-foot-wide landscape buffer is proposed along the eastern boundary to provide screening of the subject site from the traffic associated with Kirk Road. The buffer will include a six-foot high aluminum fence and planting on both sides of the fence.

West - Although the property to the west of the subject site consists of a compatible multi-family residential community, a 10-foot-wide landscape buffer is being proposed with a six-foot high opaque fence to maximize screening and privacy between the adjacent existing residential units and the proposed units on the subject site.

Waivers

As provided in Subdivision IX.-Planned Developments, the proposed residential planned development is subject to greater flexibility in design and development standards relative to specific dimensional regulations, in order to encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic and other public services. Therefore, this Subdivision of the Village's code allows for waivers from certain criteria. The waivers requested for the subject site relate to drive-aisle width and the minimum lot area. The waiver details of the aforementioned requirements can be found within the subject site's *Conformance with Planned Development Code* section of this Justification Statement.

FUTURE LAND USE MAP AMENDMENT

This Justification Statement for the Future Land Use Map (FLUM) Amendment is provided to demonstrate that the proposed FLUM change is consistent and in compliance with the applicable Objectives and Policies of the Village's Comprehensive Plan, as follows.

Policy A.2

Encourage the development of planned developments (townhouse, zero lot line) projects as an alternative single family living style to accommodate the demand and to preserve the character of the Village, and incorporate regulations into the Village of Palm Springs' Comprehensive Zoning Ordinance.

Applicant's Response:

The proposed townhouse planned development will fulfill this policy as it will serve as a housing alternative to single family homes and will provide more affordable housing opportunities in the community. There is also a companion Site Plan application of which compliance with the Zoning ordinance will be demonstrated.

Policy A.3

Promote the location of multi-family residential development in areas with direct access to collector or arterial streets. The location of multi-family residential development shall be consistent with the high and medium density residential areas established on the Future land Use Map.

Applicant's Response:

The subject site is located approximately 600 feet north of the Kirk Road and Forest Hill Boulevard intersection on the west side of Kirk Road. The proposed access for the townhouse planned development is from Kirk Road, which is classified as an arterial street. As previously mentioned within the Surrounding Properties section of this Justification Statement, the subject site is surrounded by compatible residential uses to the north and west.

Objective F – Level of Service

Meet Level of Service standards for all public facilities and services facilitated by proposed future land uses at the time of, and concurrent with, land development and/or redevelopment of areas in Palm Springs.

Applicant's Response:

The proposed development will meet the required level of service standards, and the proposed concurrency for 42 townhouse units will be reviewed at the Site Plan Review process. See II. - **Justification Statement of Site Plan Review** of this document.

Policy G.2 – Density Analysis

Land Development standards for residential land use densities shall be as follows:

Low density residential – 0.1 to 5.80 residential units per gross acre; and

Medium density residential – 5.81 to 10.0 residential units per gross acre; and

High density residential – 10.01 to 19.0 residential units per gross acre.

Applicant's Response:

The proposed request to redesignate the subject site to Medium Density Residential FLU, will allow the development of the site at a density ranging from 5.81 to 10.00 units per gross acre. The applicant is requesting for 42 units which will result in a gross density of 8.28 du/ac.

Policy I.1 – Co-ordination with Other Agencies

As part of the site plan review process, coordinate requests for development orders, permits or project proposals, as appropriate, with adjacent municipalities, Metropolitan Planning Organization, Palm Beach County, Treasure Coast Regional Planning Council, Special Districts, South Florida Water Management District, and State and Federal Agencies.

Applicant's Response:

As part of the companion application, Site Plan review process, the applicant is submitting a Traffic Study prepared by JFO Group Inc., of which the Study indicated the coordination with Palm Beach County Traffic Division and explained how the request will be in compliance with Article 12 of the Unified Land Development Code on the Traffic Performance Standards as part of its traffic impact analysis.

Policy K.1 – Adequate Public Facilities

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; and Recreational facilities.

Applicant's Response:

Under these applications, the following documents have been submitted to demonstrate compliance with this Policy: Water facilities: Please see correspondence provided by Palm Beach County Water Utilities District stating that adequate potable water supply and sewage collection and treatment capacities are available to serve the proposed development. Sewer facilities: Please see correspondence provided by Palm Beach County Water Utilities District stating that adequate potable water supply and sewage collection and treatment capacities are available to serve the proposed development.

Drainage facilities: See Drainage Study prepared by Michael B. Schorah and Associates, Inc.

Roadways: See Traffic Study prepared by JFO Group Inc.

Recreational facilities: See Site Plan dated April 20, 2022 which shows 0.55-acre of on-site recreational amenities are provided for the residents.

Objective M - School

The Village shall continue to coordinate with Palm Beach County School Board on the location of new schools within land uses designated as Educational and Medium Density Residential.

Applicant's Response:

The School Capacity Availability Determination (SCAD) Letter was provided to the applicant and has been provided as part of this application, as required.

CONFORMANCE WITH PLANNED DEVELOPMENT CODE

As required by the Village's Development Application, demonstration must be provided that the proposed residential planned development is in conformance with the Planned Development Code Objectives and Performance Standards provided in Subdivision IX of the Village's Code. An outline of how the project conforms with standards has been provided below.

SEC. 41-1062 OBJECTIVES

The development proposal conforms with the Objectives for a Planned Development as outlined below.

- 1. To permit the creation of functional and unique residential, commercial and mixed-use developments that do not adversely impact the village's character and "small town feel".***

Response:

The proposed residential planned development is in conformance with this objective as the requested residential density of 8.28 DU/AC is not out of character for the surrounding area. The site is located in close proximity to many commercial services which will provide immediate service to future residents and create a functional balance between non-residential and residential uses. Furthermore, it is compatible with the surrounding residential land use designations to the west and north. Therefore, by allowing for the approval of the proposed 42 dwelling unit townhouse development, the Village's "Small Town Feel" will not be adversely impacted.

2. ***To promote building siting that takes into consideration the context of the development, the location of nearby uses, and the new development's compatibility with existing neighborhoods.***

Response:

The site planning of the subject site took great consideration into the context of the development with the surrounding areas. Townhouses are a great transition between the commercial uses to the south and the single-family residential uses to the north. Furthermore, it is consistent with the adjacent multi-family residential use to the west. Regarding site design, the subject site's required dry detention areas have been located adjacent to the areas with greater chances of incompatibility along the east and south. Most of the townhouses proposed along the east are separated from Kirk Road by the 0.44-acre dry detention area, which is in addition to a 15' landscape buffer. The 0.22-acre dry detention area at the south of the property provides great separation of the proposed townhouses from the adjacent commercial uses.

3. ***To enhance landscaped open space and streetscapes.***

Response:

The development proposal is consistent with the aforementioned objective as the open space and streetscape areas of the subject site will be enhance with landscaping, consistent with the Village's landscape requirements. Furthermore, areas of the development exceed the code requirements. No buffer is required along the south property line, however, a 5' wide buffer is proposed to ensure adequate screening is provided.

4. ***To bring unique and creative solutions to new development, the following elements should be considered in the context of the specific site, project and/or use:***

- a) ***Arrangement and spacing of buildings and open spaces;***
- b) ***Ability to aggregate adjacent lots or parcels, and/or eliminate nonconformities;***
- c) ***Location of access drive and sidewalks to promote circulation and access;***
- d) ***Building coverage;***
- e) ***Sufficient and convenient parking for uses and activities;***
- f) ***Landscape buffers and screening mechanisms to enhance aesthetics and promote compatibility***
- g) ***Adequate lighting for security and pedestrian/vehicular safety; and***
- h) ***Development of large employment centers predominately of light industrial or high technology uses in underutilized corridors. The flexibility of design should promote revitalization of the primary commercial areas and an economic stimulus through job creation to the local economy as well.***

Response:

The development proposal brings unique and creative solutions to new development, by remaining consistent with the aforementioned subobjectives. As previously mentioned, great consideration was given during the site planning of the subject site. The arrangement and spacing of buildings relative to open spaces was considered heavily to remain consistent with requirements such as the common amenity area requirements and to provide a better quality of living for future residents. The pedestrian and vehicular circulation programs were designed specifically to promote safety for future residents. Each subobjective was weighed heavily as they relate to the specific subject site.

SEC. 34-1063 PERFORMANCE STANDARDS

The development proposal conforms with the performance standards for a Planned Development as outlined below.

Standards:

- 1. Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.***

Response: The development proposal is consistent with this performance standard as sidewalks are proposed on both sides of the proposed streets. Access is provided to each townhouse unit from the proposed sidewalk network. The sidewalk provides connection to Kirk Road to ensure the community is interconnected with the rest of the Village.

- 2. Consolidation of smaller parcels into a larger, unified development project.***

Response: This is not applicable, as the subject site is one 5.07-acre parcel.

- 3. Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.***

Response: The consolidation of driveways has been provided as evidenced within the provided site plan. Access from secondary streets and alleys is not appropriate for the subject site as Townhouse units are proposed, and the size of the subject site does not allow for the use of alleys and secondary streets.

- 4. Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.***

Response: As required by the Village's Parking Code, the subject site provides guest parking accommodations throughout the subject site. These guest parking locations were intentionally planned to be central to the entire development to promote efficient use by lots. Furthermore, this consideration allows for reduced impervious area as guest parking is not over abundant and throughout all areas of the subject site.

- 5. Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.***

Response: The subject site retains sufficient parking for the residential units per the Village's Code requirement of 2.5 spaces per unit. Parking spaces are provided for guest parking spaces as required by Village Code; the total parking provided exceeds the requirement and is distributed throughout the development.

- 6. Pedestrian-scale street lighting along sidewalks and pedestrian ways.***

Response: Street lighting will be provided along sidewalks and pedestrian-ways to create an appropriate pedestrian scale environment.

- 7. Aggregation of open space to create common areas of sufficient size for passive/leisure activities.***

Response: The required 0.35-acre community amenity area (0.55-acre amenity area proposed) is proposed to remain as one whole area located central to the development. By aggregating the amenity area into one tract rather than multiple smaller tracts throughout the subject site, the land will sufficiently be used for active and passive/leisure activities.

8. Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

Response: As previously mentioned, crosswalks will be provided throughout the subject site to provide continuity of sidewalks and pathways where disconnects occur. The subject site has an extensive pedestrian circulation pattern which allows uninterrupted circulation from usable open spaces, recreation amenities, public facilities, and individual lots.

9. Residential setbacks that allow for a green, semi-private planting area between the sidewalk and house(s).

Response: The provided setbacks are proposed to allow for a green, semi-private planting area between the sidewalk and houses. Appropriate foundation planting has been planned to be incorporated into the individual lots.

10. Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

Response: Streetscape is promoted throughout the subject site where feasible. This will be achieved through the use of pedestrian scale lighting, as previously mentioned, and by proposing appropriate landscaping to provide adequate streetscape. Maintenance agreements will be assigned through the use of HOA documents.

11. Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.

Response: As coordinated with Palm Beach County School Board, a 10'x15' school bus shelter has been provided at the main entrance of the community.

12. Building setbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

Response: As aforementioned, the site was planned to provide the greatest amount of separation as possible from the most incompatible adjacent uses to the south and east. Much of the structures are massed closer to the northern and western boundary as the adjacent uses and structures are more compatible with the proposed townhouse structures.

13. Provision of original, self-confident building design, and prohibition of metal buildings.

Response: Metal buildings are not proposed as part of this development proposal. Original, self-confident building design is provided as the townhouse buildings are proposed to be contemporary modern.

14. Buffers between differing uses to include a masonry wall and landscaping to promote compatibility.

Response: As depicted in the site photos provided with this submittal, a vinyl fence currently exists along the adjacent commercial property line to the south of the subject site. This fence is proposed to remain as is to provide further screening from the retail use and to promote compatibility. As previously mentioned, a perimeter landscape buffer is proposed in conjunction with the neighboring retail landscape buffer to provide the utmost screening.

15. Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

Response: The proposed development consists of three streets which will provide adequate vehicular circulation that will not negatively impact existing roadway conditions. While there are dead-end streets proposed, there is adequate room for vehicles to maneuver, and based on the proposed townhouse use these dead ends are not anticipated to have any negative impacts.

WAIVERS

Pursuant to the Planned Development Performance standards of the Village's Code, the Applicant may utilize waivers to promote the use of innovative and creative techniques and concepts. As previously mentioned, waivers are requested for the development proposal to allow relief from certain requirements. The waivers requested have been outlined within the table below and meet the waiver criteria as identified within this *Waivers* section.

Waiver	Subject	Code Section	Required	Proposed	Deviation
1.	Street width adjacent to 90-degree parking	Sec. 34-1328	26' wide drive aisle when adjacent to parking	20' wide drive aisle when adjacent to parking	-6'
2.	Min. Lot Area	Sec. 34-766(1)	385,500 SF / 8.85 AC.	220,849 SF / 5.07 AC.	-164,651 SF / -3.78 AC.

1. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waiver 1 Response: It is important to note that each driveway is designed with a proposed depth of 20 feet, which is longer by 2 feet from a standard 90-degree angle parking space.

The internal road has a 20-foot asphalt pavement, a 4-foot paver strip and a 2-foot curb/gutter along both sides of the road totaling 28 feet in width. Therefore, when comparing the internal road with townhouse units/driveways located on both sides of the street to a two-way drive aisle of a parking lot, with 90-degree angle parking spaces on both sides of the drive aisle, the proposed dimension measures 68 feet versus 62 feet as required for the parking lot.

The second scenario is where the proposed townhouse units/driveways abut an internal street with parking spaces located on the other side of the street. The proposed dimension of the internal street is 28 feet, and exceeds the drive aisle dimension of 26 feet.

It is important to note that Section 34-1328 has a conflict between the dimensions for the aisle width for a 90-degree parking lot, the Table of 34-1328 indicated a 27-foot aisle width whereas the graphic for the 90-degree angle parking layout shows 26 feet aisle width is required, after consultation with Village Staff, the latter dimension is confirmed to be correct. Therefore, the request is to reduce the aisle width from 26 feet to 20 feet for those areas where 90-degree angle parking are located.

In addition to the proposed signage on speed limit; installation of speed tables and striping of crosswalks will provide a safe and environment for the residents of this development.

Since the aisle width reduction is internal to the development, by granting this waiver, it will not be injurious or detrimental to the public health, safety and welfare.

Waiver 2 Response: The request to allow a reduced lot size from the required minimum lot requirements is outside of the Applicant's control and will not affect the public health safety, and welfare.

2. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1 Response: As mentioned in Criteria 1 above, the proposed townhouse planned development complies with the performance standards of a Residential Planned Development of Section 34-1063 – Performance Standards by:

- a. providing sidewalks on both sides of the street; and will be interconnected with other pedestrian amenities and access to individual units;
- b. utilizing existing curb cut to the Church, and improve the northern access point as the main ingress/egress for the townhouse development;
- c. providing adequate parking for both residents and guests;
- d. providing pedestrian scale street lighting along internal sidewalks;
- e. providing amenities that are located in a central location of the development, and will be accessible by a safe pedestrian circulation system;
- f. providing landscape buffers along the perimeter of the planned development to address any potential impact.

As such, by complying with those applicable planned development performance standards, of which these performance standards are examples of innovative design and can be used as a guideline for an applicant to follow. Therefore, the Applicant is providing an innovative design for the overall development, and with the additional traffic calming components such as defining parking areas with decorative pavement; speed limit signage and speed tables, the minimum design standards are exceeded.

Waiver 2 Response: The request to allow a reduced lot size is not the result of innovative design. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

3. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1 Response: The granting of the waiver request related to reduced drive aisle width will result a lesser impervious area, and will provide a more efficient drainage system for the proposed development.

Waiver 2 Response: The request to allow a reduced lot size will not result in preservation of valuable natural resources. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

4. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1 Response: By allowing a narrower drive aisle adjacent to parking spaces, there is still sufficient area to provide safe vehicular maneuvering area and a sidewalk on both sides of the internal street, and therefore establishes a safe pedestrian circulation system that connects external to the public sidewalk along Kirk Road and Forest Hill Boulevard.

Waiver 2 Response: The request to allow a reduced lot size does not demonstrate public benefits to be derived. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

5. ***The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.***

Waiver 1 Response: The request will not jeopardize the screening of the subject site as it relates to a decreased drive aisle width which is internal to the planned development, and only in a specific portion of the site.

Waiver 2 Response: The waiver does not generate any adverse impacts related to adjacent properties, however, the Applicant will sufficiently screen and buffer the property.

6. ***Economic issues may not be used to justify waivers.***

Response: Economic issues are not used as a justification for these requests.

7. ***The request is compatible with existing and potential land uses adjacent to the development site.***

Response: These requests are consistent with the existing and potential land uses adjacent to the development site. The surrounding uses to the north and west are residential communities. The request of a decreased drive aisle and decreased minimum lot area will not jeopardize the subject site's compatibility with the adjacent uses.

8. ***Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.***

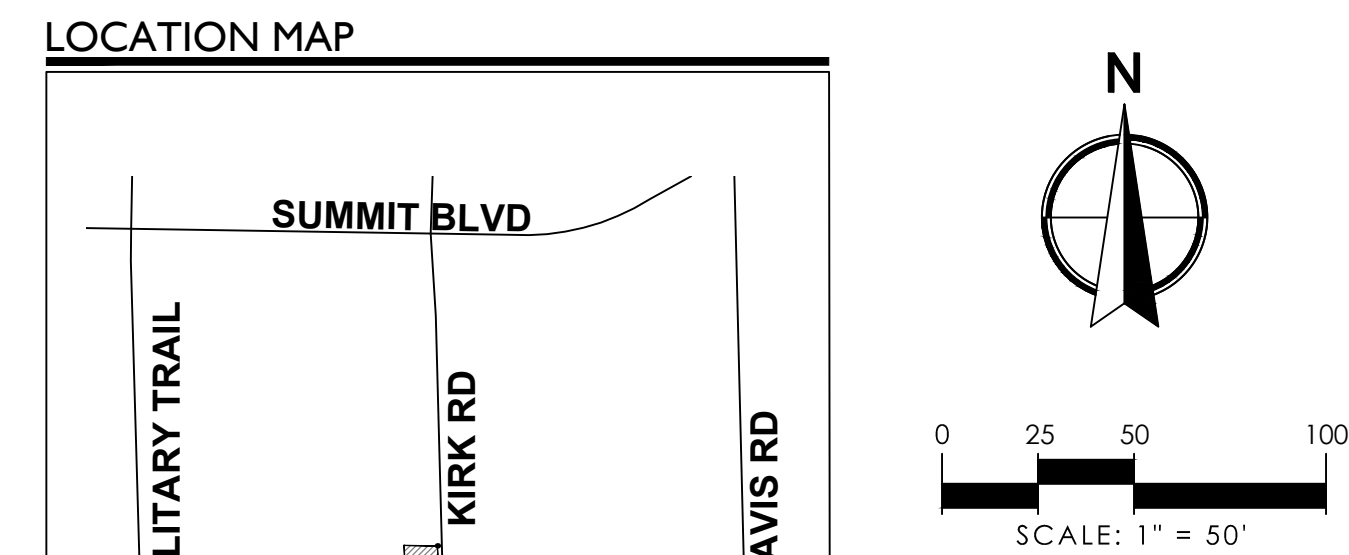
Response: This criterion is not applicable as a waiver is not requested from the common amenity area requirements. The development proposal provides adequate community amenity area.

9. ***Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.***

Response: This criterion is not applicable as a waiver is not requested from the height limitation requirements. The development proposal is currently under the maximum height threshold of three stories or 35 feet.

CONCLUSION

Based on the above justification and attached information, the petitioner respectfully requests approval of the Future Land Use Map Amendment, and Site Plan to allow a Residential Planned Development application for the subject site.



SITE DATA	
APPLICATION NAME	BELMONT
EXISTING LAND USE DESIGNATION (VILLAGE)	OTHER PUBLIC FACILITIES
PROPOSED LAND USE DESIGNATION (VILLAGE)	MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT (VILLAGE)	RM
PROPOSED ZONING DISTRICT (VILLAGE)	RM1PD
PCN	70-42-44-12-39-000-0020
EXISTING USE	CHURCH
PROPOSED USE	TOWNHOME RESIDENTIAL
GROSS SITE AREA	5.07 AC.
TOTAL PROPOSED UNITS (TOWNHOUSE)	42 D.U.
GROSS DENSITY	8.28 D.U./AC
OPEN SPACE REQUIRED	1.77 AC. (35%)
OPEN SPACE PROVIDED-	2.61 AC. (51%)
PROPOSED PERVIOUS	3.74 AC. (54%)
PROPOSED IMPERVIOUS-	3.23 AC. (46%)
COMMON AMENITY REQUIRED	0.35 AC. (20% OF OPEN SPACE)
COMMON AMENITY PROVIDED	0.48 AC.
DRY DETENTION AREA	0.65 AC. (13%)
TOTAL PARKING REQUIRED	132 SP.
RESIDENTIAL PARKING REQUIRED (2.5 SP./D.U.)	105 SP.
GUEST SPACES REQUIRED (25% OF REQ. SP.)	27 SP.
TOTAL PARKING PROVIDED	141 SP.
GARAGE SPACES	42 SP.
DRIVEWAY SPACES	56 SP.
GUEST SPACES	43 SP.
BUILDING HEIGHT	30' MAX
TRAFFIC ANALYSIS ZONE (TAZ)	294

NOTE:
1. REFER TO CIVIL PLANS FOR UTILITIES, GRADING, SIGNAGE AND PAVEMENT MARKING.
2. REFER TO PHOTOMETRIC PLANS FOR LIGHTING LOCATIONS.

PROPERTY DEVELOPMENT REGULATIONS (TOWNHOUSE)					
SEC.34-1064(e)					
ZONING DISTRICT (RM)	MAX BLDG COVER	MIN. SETBACKS			
		FRONT	SIDE	CORNER STREET	REAR
REQUIRED	40%	25'	20'	25'	20'
PROPOSED	24%	30'	20'	N/A	20'

NOTE: PROPERTY DEVELOPMENT REGULATIONS TAKEN FROM PERIMETER OF DEVELOPMENT
PER SEC. 34-1064.

WAIVER CHART				
WAIVER SUBJECT	CODE SECTION	REQUIRED	PROPOSED	DEVIATION
MIN. LOT AREA	34-766(1)	490,000 SF / 11.25 AC.	220,849 SF / 5.07 AC.	-269,151 SF / -6.18 AC.
PARKING DRIVE AISLE	34-1328	26'	20'	-6'

LEGEND

AC. = ACRES
C_E = CENTER LINE
D.E. = DRAINAGE EASEMENT
DRO = DEVELOPMENT REVIEW OFFICERS
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
M = MODEL UNIT
O.H.E. = OVERHAND EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S.T. = OPEN SPACE TRACT
P = POSTAL DELIVERY PARKING
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATION
PG. PAGE
R. = RADIUS
R.O.W. = RIGHT-OF-WAY
S.B. = SETBACK
S/W = SIDEWALK
S.F. = SQUARE FEET
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
TH = TOWNHOME
U.E. = UTILITY EASEMENT

DRAFT
2022.05.04



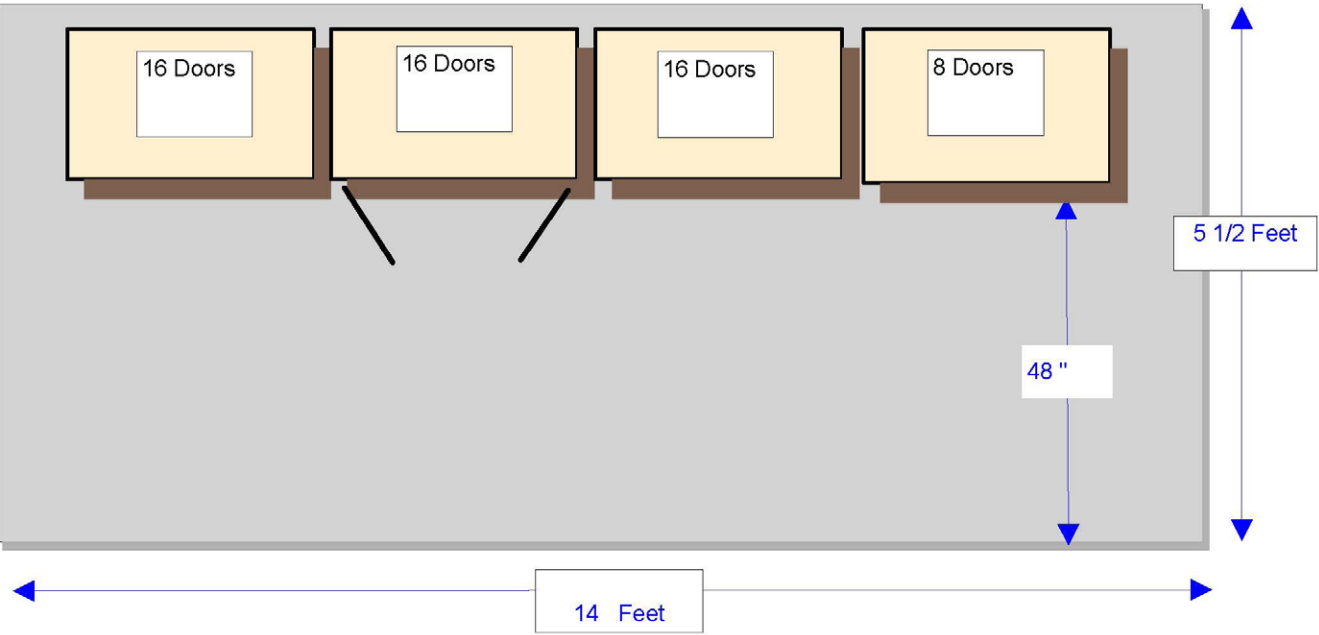


Elevation 1



Prepared by: The Beautiful Mailbox Company
3 - 16 Door Units
1 - 8 Door Unit
TOTAL 56 Customer Doors

SUGGESTED SLAB LAYOUT



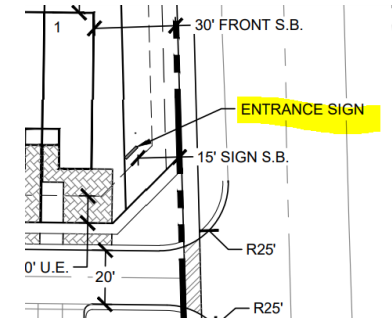
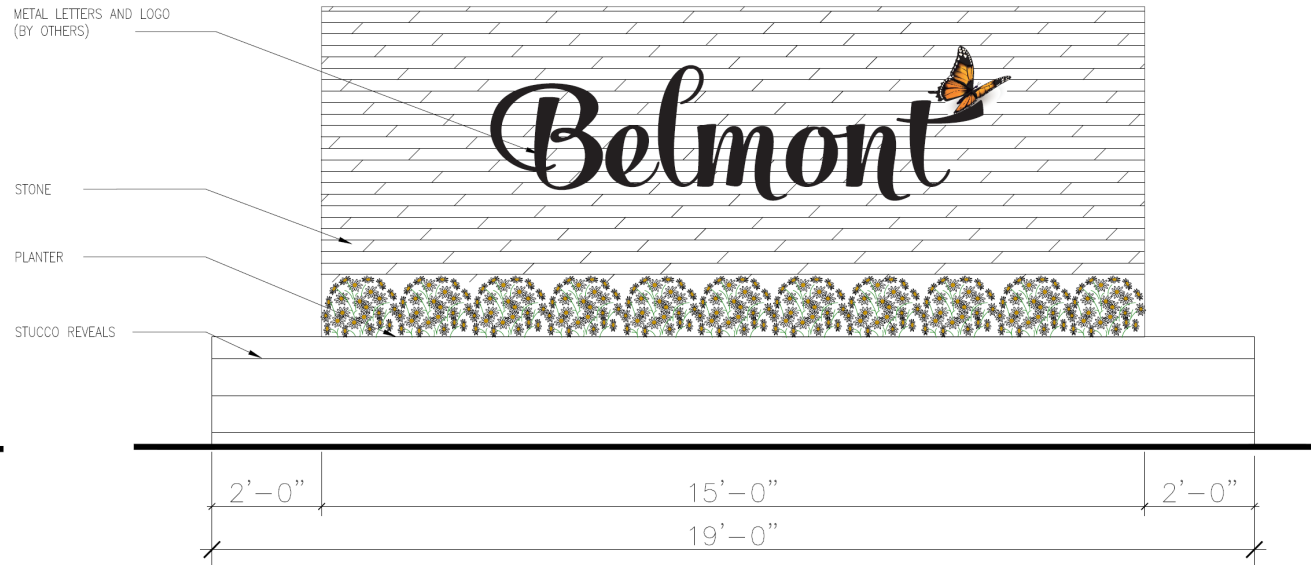
MAIL KIOSK LOCATION

TYPE III - 16 Door CBU



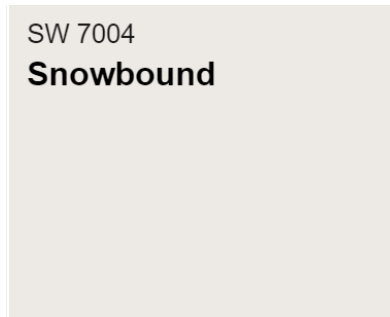
Type I - 8 Door CBU





STUCCO REVEALS

SW 7004
Snowbound



FRONT & REAR ELEVATION

Natural LedgeStone Glacier White



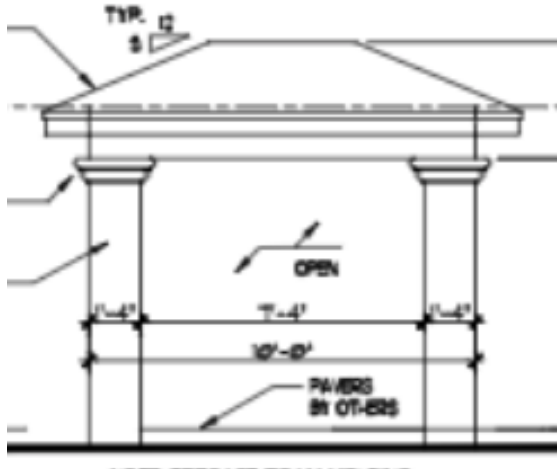
Belmont • Kirk Road, West Palm Beach, FL 33406 • drhorton.com

D.R. Horton is equal housing opportunity builder. This map is a schematic for exhibition purposes only and does not represent the exact location or configuration of site features, lot lines, easements, amenities, units, buildings or details shown thereon. All home-site sizes are approximate and may vary. All information on this map, including availability and delivery dates is subject to change without notice or obligation. Florida Certified General Contractor #CGC059394

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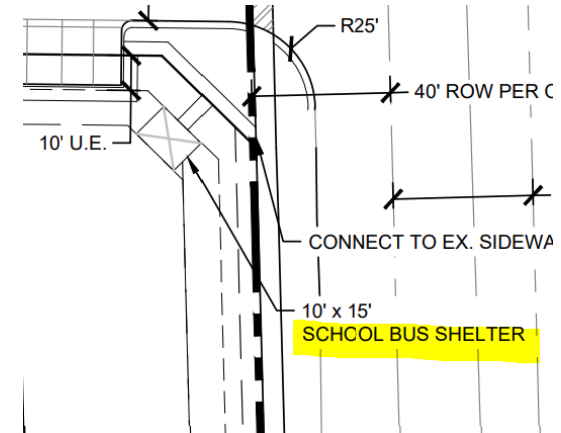


COLUMN

SW 7004
Snowbound

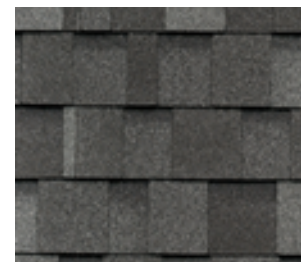
TRIM & FASCIA

SW 9165
Gossamer Veil



ROOF SHINGLE

COLOR HARVARD SLATE

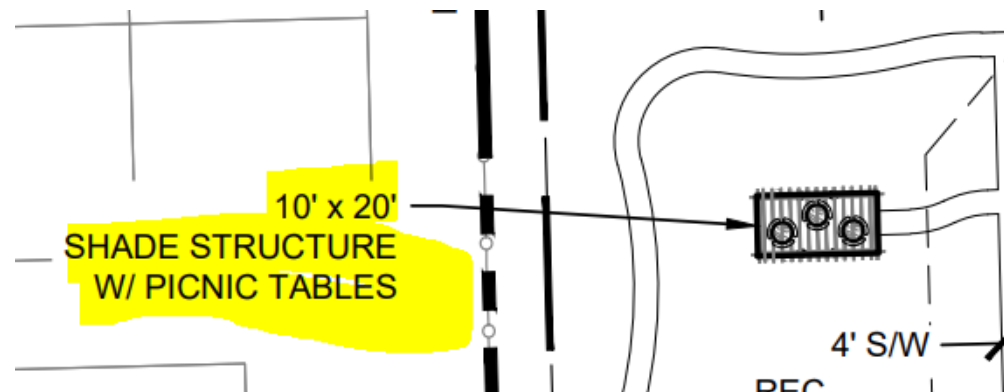


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Aluminum Trellis

- floor surface concrete



WABASH VALLEY

Model #: SG214D

Table Top Color: Charcoal

Leg Color: Black

Seat Color: Charcoal

Mount: Surface

Size: 40 in. Square

Pattern: Diamond

Total of Picnic: 3

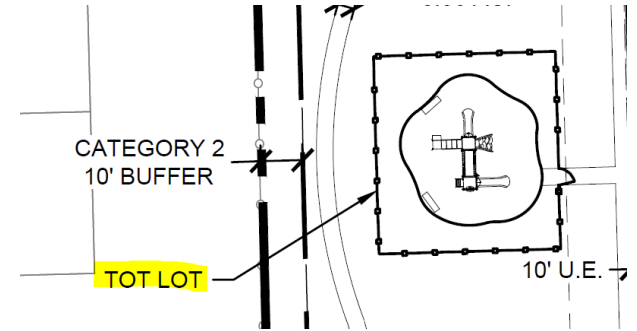


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350-1736
Age 2-12



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Belmont

West Palm Beach

Aluminum Rail Style
Per Section

Aluminum rail along Kirk Rd., with gates for the Emergency Fire Access, and also a Pedestrian Gate at the south emergency access



Belmont • Kirk Road, West Palm Beach, FL 33406 • drhorton.com

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DOLLAR GENERAL

DOLLAR
GENERAL

1679











DISCHARGING
OR LOADING
PASSENGERS
FROM TRAVEL
LANES PROHIBITED

ONLY
RIGHT LANE





DRIVE ON P... F... LAN...

ONLY

1-877-WINDOWS

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www.stormtightwindows.com

CRC046091

SCHOOL BUS

STOP









STOP

ONLY
RIGHT LANE

SCHOOL BUS

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CREST
"Comfort, Value, Quality... We Care!"
CREST AIR
CREST AIR
CREST AIR









DISCHARGING
OR LOADING
PASSENGERS
FROM TRAVEL
LANES PROHIBITED





CFN 20170130372

OR BK 29015 PG 1789
RECORDED 04/13/2017 15:30:51
AMT 10.00
Doc Stamp 0.70
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1789 - 1790; (2pgs)

Prepared by and return to:
GARY WALK, ESQ.

Ciklin Lubitz & O'Connell
515 North Flagler Drive 20th Floor
West Palm Beach, FL 33401
561-832-5900
File Number: 13556-55449
Will Call No.: 69/mmi

[Space Above This Line For Recording Data]

This Special Warranty Deed is a transfer of unencumbered real property without consideration and as such is subject to minimum documentary Stamp tax under Florida Statutes Section 201.02(1)(a) and Florida Administrative Code Section 12B-4.014(2).

Special Warranty Deed

This Special Warranty Deed made as of the 1st day of April, 2017 between **THE LUTHERAN CHURCH OF THE HOLY CROSS, WEST PALM BEACH, FLORIDA, INC.,** a Florida not for profit corporation whose post office address is 1591 Kirk Road, West Palm Beach, FL 33406, grantor, and **FINESTRA-HOLY CROSS, LLC,** a Florida limited liability company whose post office address is 5701 Swaying Palm Lane, Boynton Beach, FL 33437, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida,** to-wit:

Lot 2 of LUTHERAN CHURCH - KIRK ROAD according to the Plat thereof as recorded in Plat Book 117, Page 181 of the public records of Palm Beach County, Florida.

Parcel Identification Number: 70-42-44-12-39-000-0020

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

THE LUTHERAN CHURCH OF THE HOLY CROSS,
WEST PALM BEACH, FLORIDA, INC., a Florida not for
profit corporation

By: Robert Emch
ROBERT EMCH, President

Gary Walk
Witness Name: Gary Walk

Marilynn M Ives
Witness Name: Marilynn M Ives

(Corporate Seal)



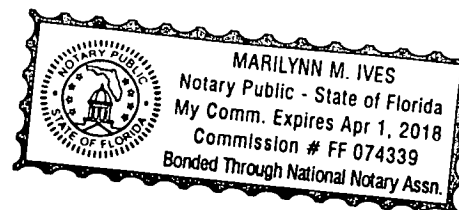
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 10 day of April, 2017 by ROBERT EMCH, President of THE LUTHERAN CHURCH OF THE HOLY CROSS, WEST PALM BEACH, FLORIDA, INC., a Florida not for profit corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Marilynn M Ives
Notary Public, State of Florida at Large

My Commission Expires: _____





Canal 7

70424412390000020

Kirk Rd

0 50 100 200
Feet



Village of Palm Springs

Kirk Road

 Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

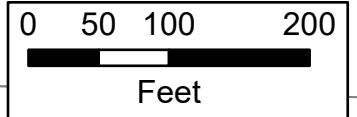
Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.



Canal 7

70424412390000020

Kirk Rd



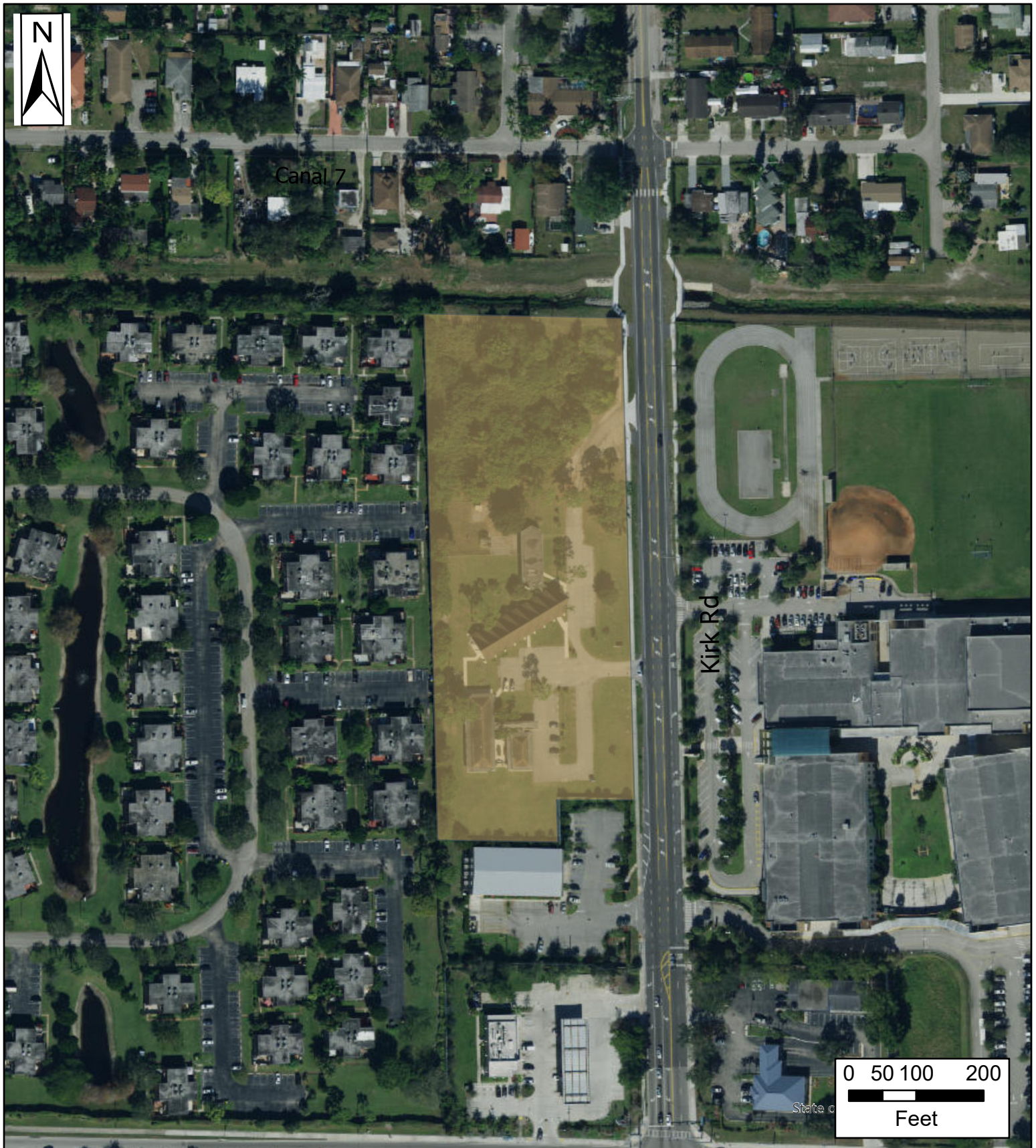
Village of Palm Springs

Kirk Road

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-  Parcels
-  Property Boundary

Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.



Village of Palm Springs

Kirk Road

Medium Density
Residential

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Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.



Village of Palm Springs

Staff Report

AGENDA DATE: May 12, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM
#12:

Resolution No. 2022-19 - Site Plan Amendment - Burger King - 1760 South Military Trail

SUMMARY: Mr. Josh Nichols of Schmidt Nichols Landscape Architecture and Urban Planning, agent for the owner, J Wells Hoffman LCC, is requesting a Site Plan Amendment (SPR22-08) for the Commercial General property located at 1760 South Military Trail. The applicant proposes to reconfigure the landscape buffer along the front (western) portion of the property due to right-of-way condemnation by the Florida Department of Transportation (FDOT).

FDOT proposes to make intersection improvements to State Road 809 (South Military Trail) and State Road 882 (Forest Hill Boulevard), which necessitates widening both roadways with the approach and departure from the intersection. The widening project resulted in the FDOT taking 461 square feet along the entire length of the property's western frontage. The taking will impact the property, causing a loss of width in the planting area adjacent to the right-of-way.

Currently, the 1.6-acre property is being developed with a 2,991 square-foot restaurant building, seventy-nine (79) parking spaces, and a drive-thru facility, and there are no plans to modify these improvements.

The applicant proposes reducing the width of the landscape buffer as a remedial action for the loss of the property and to minimize the negative impact. The proposed plan will re-accommodate the right-of-way landscape buffer.

The Planning & Zoning Board approved during their regular meeting on April 12, 2022, one variance requested (PSV22-04) from the Village Code (relief from Sec.34-162(b)(5)), to allow a landscape buffer along the west side adjacent to the South Military Trail, minimum width of 13' rather than 15' minimum required.

The Planning, Zoning & Building Staff does not object to the applicant's request and recommends conditional approval to facilitate the reconfiguration of the landscape buffer as a result of the state condemnation.

FISCAL IMPACT:

The proposed modification to the project is not expected to have a fiscal impact on the Village.

ATTACHMENTS:

1. Resolution No. 2022-19 - Site Plan Amendment (SPR22-08) - 1760 S. Military Trail
2. Exhibit "A" Staff Report

3. Site Plan and Letters
4. Project Narrative and Justification Statement
5. Stipulated Order of Taking
6. FDOT proposed plans
7. Aerial Map and Location Map
8. Lake Worth Herald Advertisement - March 31, 2022

RESOLUTION NO. 2022-19

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, REQUESTING (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT (SPR22-08) TO REDESIGN THE SITE DUE TO FDOT RIGHT-OF-WAY ACQUISITION ALONG THE WESTERN SIDE OF THE COMMERCIAL PROPERTY, LOCATED AT 1760 SOUTH MILITARY TRAIL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Josh Nichols of Schmidt Nichols Landscape Architecture and Urban Planning, Agent for the owner J Wells Hoffman LLC, (“Applicant”) is requesting a Site Plan Amendment (SPR22-08) to redesign the site due to FDOT right-of-way acquisition along the western portion of the commercial property, located at 1760 South Military Trail; and

WHEREAS, the Planning and Zoning Board has approved the Applicant’s request for: one (1) variance (PSV22-04) to allow a 13’ wide landscaped buffer along the western boundary adjacent to South Military Trail. (Provides relief from Section 34-162(b)(5) that requires a minimum 15’ wide buffer).

WHEREAS, the recommendation of the Planning, Zoning and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter; and

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

Section 1. The Village Council having received and considered the request of Mr. Josh Nichols of Schmidt Nichols Landscape Architecture and Urban Planning, Agent for the owner, J Wells Hoffman LLC, (“Applicant”) is requesting a Site Plan Amendment (SPR22-08) to redesign the site due to FDOT right-of-way acquisition along the western portion of the commercial property, located at 1760 South Military Trail.

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby finds that the application meets the requirements of Chapter 34, Article VI, Division 5 of the Village of Palm Springs Code of Ordinances, and approves the said application, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.

OR

____ Having been otherwise fully apprised of the premises herein, the Village Council hereby denies the application, finding that Chapter 34, Article VI, Division 5, for the following reason(s):

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

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2022.

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



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Plan Amendment Application – Burger King – 1760 S Military Trail

Application Summary

Petitioner	Josh Nichols, Schmidt Nichols (Agent) J Wells Hoffman LLC (Owner)	Submittal Date	03/09/2022
Reference Name	Burger King – Buffer Variance	Case Number	SPR22-08 / PSV22-04
		Parcel Control No	70-42-44-12-38-001-0000
Location	1760 S Military Trail	Site Area	+/- 1.6 acres (69,890 SF)
PZB Meeting	Tuesday, April 12, 2022	Council Meeting	Thursday, May 12, 2022

Requests

Existing Use	Fast Food Restaurant
Number of Buildings	1 building with 2,991 square feet
Variances	PSV22-04: Requesting variance relief from Sec.34-162(b)(5) to allow a landscape buffer along the west side adjacent to S Military Trail, with a minimum width of 13' instead of 15' minimum required. Approved by P&Z Board on April 12, 2022 (P&Z Bd Order 2022-03)

Parking

Code	Required	Existing	Meets Requirement
Total Parking	60	79	Yes

Setbacks

Code	Required Minimum	Existing/Proposed
Front (West)	50'	78'
Side (North)	25'	63.1'
Side (South)	15'	138.6'
Rear (East)	20'	134'

Site Characteristics

Previous/Proposed Use	No changes proposed to the use of the property		
Zoning	Commercial General (CG)	Existing Future Land Use	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning

Direction	Existing Use	Future Land Use	Zoning District
North	7-Eleven, Colombino Italian Bakery & Deli	Commercial	Commercial General (CG)
South	Shoppes of Forest Hill: Walmart, etc.	Commercial	Commercial General (CG)
East	Vacant Fast-Food Restaurant	Commercial	Commercial General (CG)
West	Shell Gas Station, West Palm Plaza: Planet Fitness, etc.	Unincorporated PBC (MU)	Unincorporated PBC (UC)

Recommendation

Planning, Zoning & Building Staff recommends conditional approval of the proposed site plan amendment to redesign the frontage of the property adjacent to South Military Trail right-of-way. The Florida Department of Transportation (FDOT) proposes to widen a portion of the State Roads and as part of the project, a portion of the property along this segment is

taken through eminent domain.



I. Site History

- **Ordinance 2008-24: Annexation**

On December 11, 2008, the property was voluntarily annexed into the Village of Palm Springs and retained Palm Beach County Future Land Use and Zoning.

- **Ordinance 2009-06: Small Scale Land Use & Zoning**

On April 9, 2009, the property was given VPS Commercial Future Land Use and Zoning designations

- **Resolution 2009-28: Site Plan and Special Exception Use**

On June 25, 2009, Village Council approved the demolition of the previous restaurant and construction of a new 2,991 square foot Burger King restaurant and drive-through with conditions.

II. Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Commercial and Commercial General (CG), respectively. The existing use of the property as a fast-food restaurant with drive-through is currently permitted as special exception use.

III. Variances Requested

The applicant is seeking the following variance:

- **PSV22-04** The applicant is requesting variance relief from Sec.34-162(b)(5) to allow a 13' wide landscape buffer along the west side of the property adjacent to S Military Trail instead of 15' minimum required.

The Applicant's full justification to the variance is attached hereto.

The Burger King site was subject to a right-of-way taking by the Florida Department of Transportation (FDOT) for the SR-809 (Military Trail at Forest Hill Boulevard Intersection Improvements), Project FPN: 4378781, Palm Beach County, FDOT Acquisition Parcels 104, and Temporary Construction Easements 702.

The acquisition of FDOT Parcel 104 reduced the Forest Hill Boulevard Landscape Buffer width by two (2) feet. After the taking, the remaining landscape buffer is 13 feet. The Village of Palm Springs Code "Section 34-162 Required Buffers" requires a 15-foot minimum landscape buffer width along Forest Hill Boulevard. The FDOT initiated the Right-of-way Taking by using the Eminent Domain process. The FDOT right-of-way taking caused the site to be in non-compliance with the Village of Palm Springs Code with respect to ROW landscape buffer requirements. The variance request process was initiated by the property owner due to the actions of the FDOT and the eminent domain taking. Before the FDOT, right-of-way taking the property was in compliance with applicable codes.

The taking of Parcel 104 by the FDOT reduced the landscape buffer width, however, all landscape on-site remains while a number of trees will be removed which were already within the ROW. The proposed site plan modifications restore the landscape buffer to the greatest extent possible without severely impacting the existing site and improvements and the function of the existing business operations and safe and orderly circulation throughout the site. The proposed site modifications maintain site safety by preserving onsite circulation and vehicle maneuvering areas.

No increases are proposed to the existing building square footage or impervious area beyond the green space reduced by the FDOT taking. All remaining site improvements including, parking, will remain as constructed on-site.

*Staff generally supports the applicant's request based on the intent of the applicant to comply with parking requirements, and the applicant's intent to prioritize life-safety and circulation on the site by maintaining the minimum drive aisle width. **Approved by P&Z Board on April 12, 2022 (P&Z Bd Order 2022-03)***

IV. Neighborhood Compatibility

- 1) The proposed project is located on the southeast corner of South Military Trail and Forest Hill Boulevard.
- 2) Properties on the North, South, and West are Commercial General.
- 3) A mix of different commercial uses exist along both the Military Trail and Forest Hill corridors.
- 4) The site is serviced by Palm Tran routes 3 and 46.

V. Regulatory Issues:

- The site plan conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulation.
 - 2) Palm Tran bus stops will be relocated by FDOT.
 - 3) Palm Springs Utilities shall review and approve the plans.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on April 1, 2022.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on March 28, 2022.
- Legal advertisement was published in the paper on March 31, 2022.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans received on March 3, 2022 depict the following:

Application for Site Development Plan approval to amend the previously approved site plan due to dedication of right-of-way to FDOT.

1. Site Plan dated received March 3, 2022.
2. Project Narrative and Justification Statement

IX. Recommendation

The applicant is proposing a site plan amendment to redesign the western front portion of the property due to a right-of-way dedication to Florida Department of Transportation (FDOT). FDOT proposes to widen a portion of State Roads 809 and 882 (South Military Trail and Forest Hill Boulevard) and as a result, 461 square feet along the length of the western property line have been taken through eminent domain. This taken will impact the remaining property and improvements. It will cause the loss of a section of the landscape buffer.

The applicant proposes a cure plan for remedial action for loss of the property and to minimize, to the extent possible, the negative impact to the property.

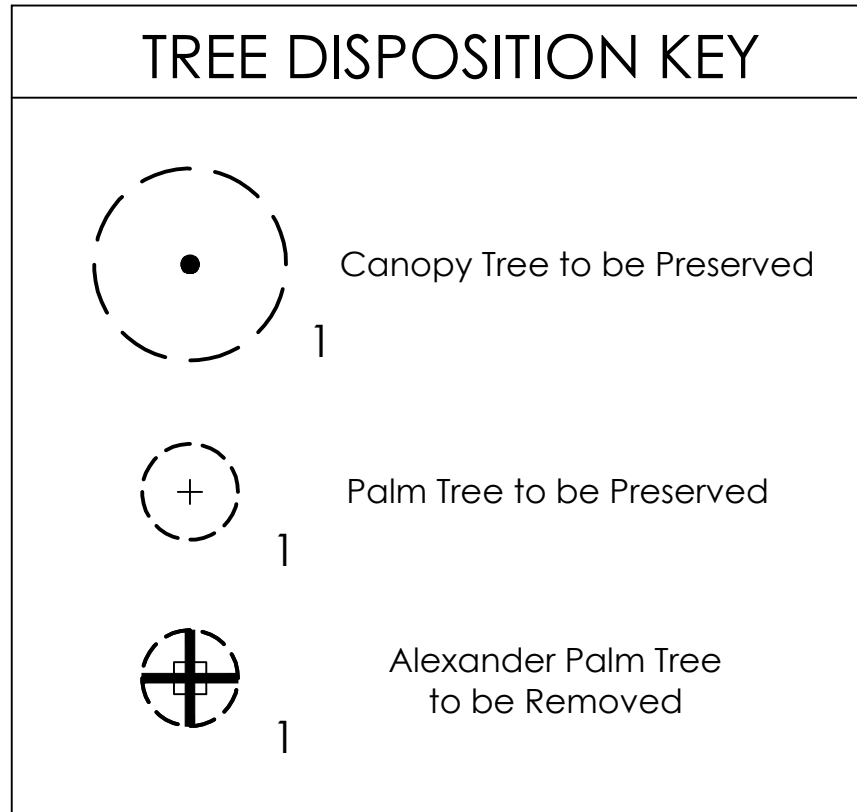
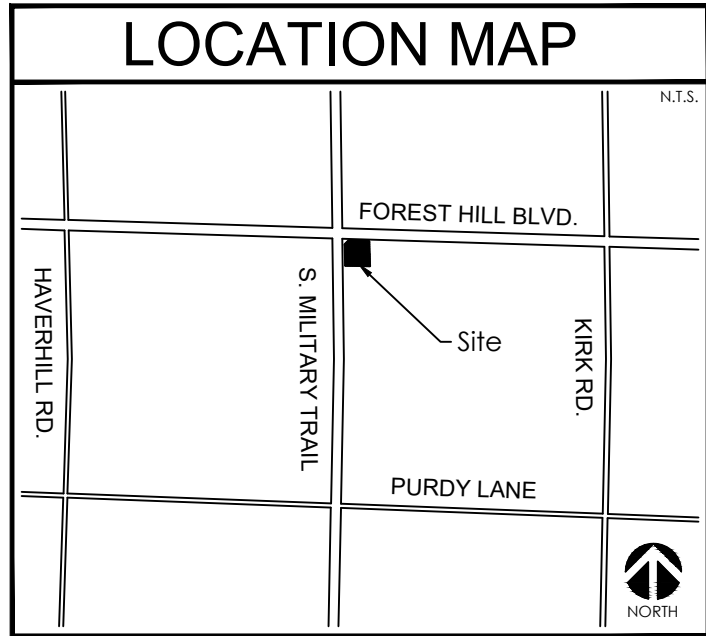
The existing driveway widths will remain unchanged and will re-accommodate the landscaped buffer.

Planning, Zoning and Building Staff has conducted a review of the application and found the proposed amendment to be consistent with goals, objectives, and policies of the Village's Comprehensive Plan. The proposed cure plan is generally consistent with the Land Development and zoning regulations and all other portions of the Code.

Planning, Zoning and Building Staff recommends conditional approval of the Site Plan Amendment subject to the following seventeen (17) conditions below:

1. The Site Plan expires twenty-four months from approval if the proposed improvements are not constructed within that time frame.
2. Any new proposed sign shall be reviewed and approved by the Planning, Zoning and Building Department at **time of permitting** and shall be in conformance with the Village Code.
3. Civil/Utility plans shall be approved by the Village Engineer and VPS Utility Department **at time of permitting**.
4. Any existing dead landscape material shall be replaced or supplemented with Village approval prior to **Certificate of Completion**.

5. The Applicant may be required to undertake additional security measures, based on the number of complaints, or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
6. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
7. Landscaped areas shall be irrigated. New irrigation systems shall be maintained separately from potable water distribution systems and shall include rain sensor shut-off mechanisms.
8. A pre-construction meeting shall be scheduled with the Village Planning, Zoning and Building Department prior to commencement of any construction activity. Permits are required from Planning, Zoning and Building Department prior to commencing any construction or renovation.
9. All new electrics shall be underground.
10. A silt barrier shall be installed around the perimeter of the property prior to commencement of any site work or construction activity and shall remain through substantial completion.
11. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Completion.
12. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
13. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
14. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
15. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
16. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
17. At the time of CC, the petitioner shall provide the Land Development Department with electronic copies of as-builts.

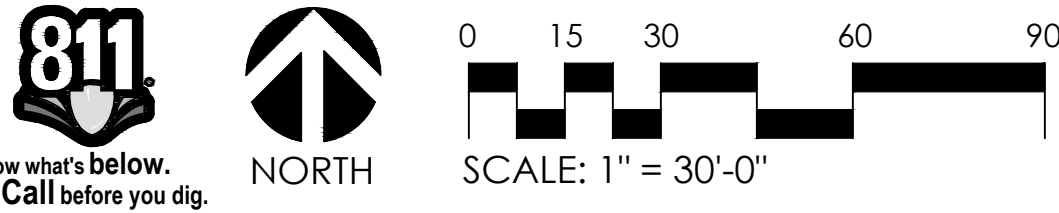
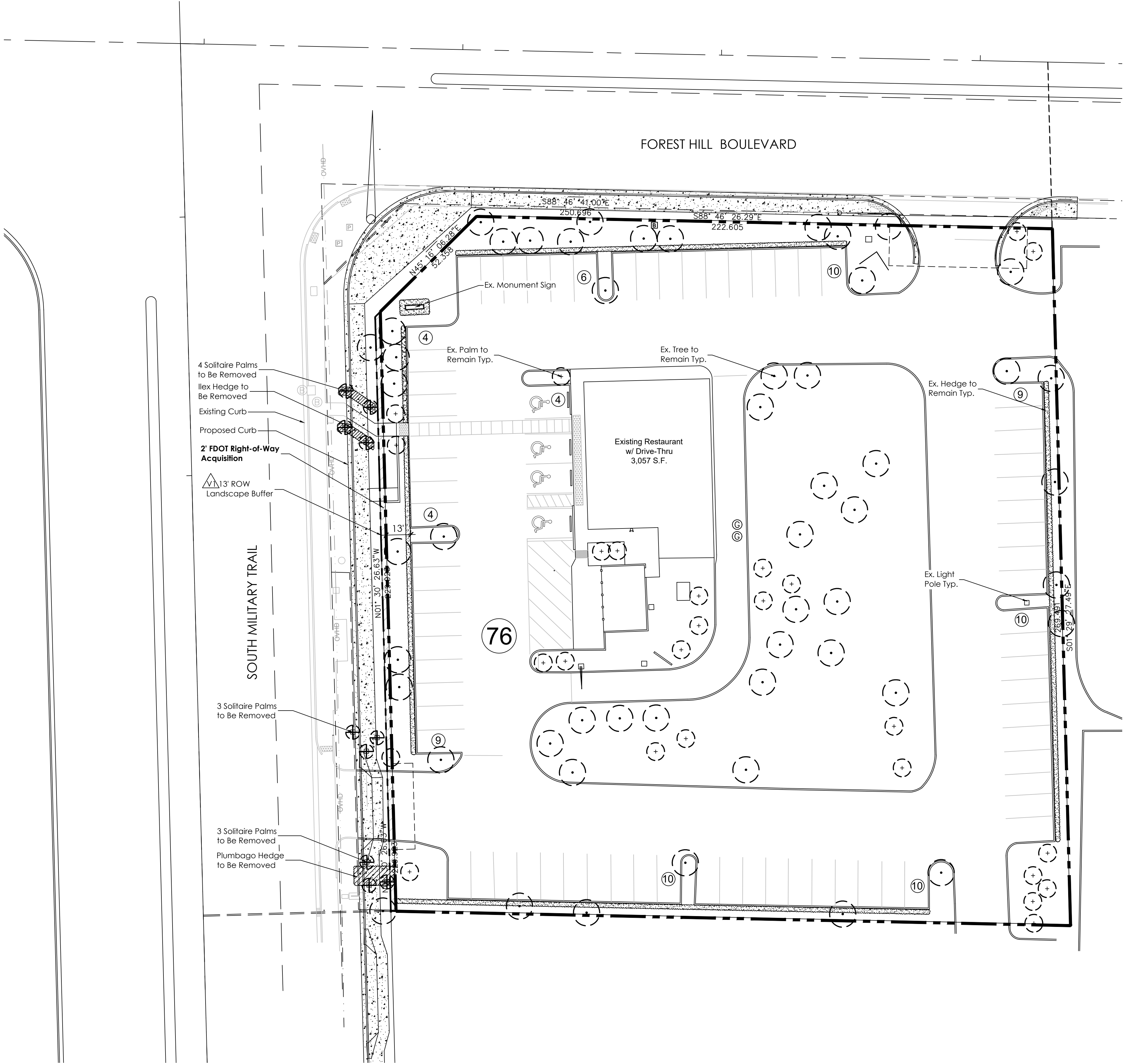


PROPERTY DEVELOPMENT REQUIREMENTS											
CODE	ZONING DISTRICT	MINIMUM LOT DIMENSIONS				DENSITY/ GFA (CLR)	MAX BLDG COVER	SETBACKS/SEPARATIONS			
		SIZE	WIDTH	FRONTAGE	DEPTH			FRONT	SIDE INTERIOR	SIDE STREET	REAR
CG	CG	N/A	100'	100'	200'	N/A	N/A	50'	15'	25'	20'
PROP	CG	1,604 AC.	231.44	231.44'	222.61	N/A	4%	78'	N/A	60.8'	134'

SITE TABULAR DATA	
Application Name	Burger King
Application Number	2022-00337
Tier	U/S
Existing Future Land Use Designation	Commercial
Existing Zoning District	General Commercial (CG)
Section, Township, Range	12/44/42
Property Control Numbers	70-42-44-12-38-001-0000
Existing Use	Fast Food with Drive-thru
Total Gross Site Area	1,604 AC. (69,890 s.f.)
Total Net Site Area	1,594 AC. (69,429 s.f.)
Total Gross Floor Area	3,057 s.f.
Total Floor Area Ratio	0.04
Total Building Coverage	4% (3,057 s.f.)
Number of Stories	1
Parking Required	61 SPACES
Fast Food Restaurant - 1 space/50 s.f. @ 3,057 s.f. = 61	
Proposed Parking	76 SPACES
Handicap Spaces Required	3
Handicap Spaces Proposed	4

STANDARD ZONING VARIANCE				
	ULDC ARTICLE	REQUIRED	PROPOSED	VARIANCE
	Section 34-162(5)			
	Minimum Right-of-Way Landscape Buffer Width	15'	13'	2'

NOTES
Proposed bus stop and shelter to be located within pre-existing Right-of-Way by FDOT and PalmTran



SCHMIDT
NICHOLS

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

1551 N. Flagler Dr. Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Burger King
The Village of Palm Springs, Florida

Date: 01/27/22
Scale: 1" = 30'-0"
Design By: JH
Drawn By: JH
Checked By: MLD
File No: 510.24
Job No: 20-46

REVISIONS / SUBMISSIONS

SITE PLAN /
LANDSCAPE
EXHIBIT

SPE-1 of 1

March 21, 2022

To: Iramis Cabrera, VPS Planning, Zoning & Building Director

From: Tara Bamber, PE 

**Re: Burger King at 1760 S Military Tr.
Site Plan Approval Letter
Engenuity Group Project No. 6001.129**

We have received the following through email on 3-10-22:

1. Site Plan/Landscape Exhibit, 1 sheet, dated 1-27-22, by Schmidt Nichols.
2. Parent Tract with Taking Shown, 1 sheet, revised 9-18-20, by Gai Consultants.
3. Justification Statement, 4 sheets, dated 3-4-22, by Schmidt Nichols.
4. Unified Development Application, 7 sheets, dated 2-24-22, by VPS

We recommend Site Plan approval with the following conditions:

1. Striping and signage at the driveway may need to be relocated.
2. The proposed sidewalk at the driveway shall be ADA compliant.
3. The existing reduced pressure backflow preventer and water meter may need to be relocated.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Lisa Tropepe, PE
Rogelio Perez Gonzalez

Rogelio J. Perez Gonzalez

From: Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>
Sent: Monday, March 14, 2022 08:03
To: Rogelio J. Perez Gonzalez
Cc: Ramos, Victor
Subject: RE: Burger King Site Plan Amendment with Landscape Buffer Variance - 1760 S Military Trail - 202200337

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Good morning Rogelio. FDOT has no comments.

Thank you.



Larry Hymowitz

Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us



Together our actions have the power to save lives!



From: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Sent: Thursday, March 10, 2022 9:48 AM
To: Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>; Turbet, Daniel <Daniel.Turbet@FPL.com>; Pinnock, Kylla <Kylla.Pinnock@fpl.com>; Yash Nagal <YNagal@PBCgov.org>
Subject: Burger King Site Plan Amendment with Landscape Buffer Variance - 1760 S Military Trail - 202200337

EXTERNAL SENDER: Use caution with links and attachments.

Good morning,

Please review and comment on this site plan amendment with landscape buffer variance. This amendment is due to the FDOT taking at the SE corner of Military Trail and Forest Hill Blvd.

Thank you,

Rogelio J. Perez Gonzalez

From: Turbet, Daniel <Daniel.Turbet@fpl.com>
Sent: Thursday, March 10, 2022 10:31
To: Rogelio J. Perez Gonzalez; Hymowitz, Larry; Pinnock, Kylla; Yash Nagal
Subject: RE: Burger King Site Plan Amendment with Landscape Buffer Variance - 1760 S Military Trail - 202200337

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

No concerns from FPL.

Daniel Turbet

Customer Advisor
Florida Power and Light Company
ISA Certified Arborist FL-6552A
Cell: (561)945-3198
Daniel.turbet@fpl.com

From: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Sent: Thursday, March 10, 2022 9:48 AM
To: Hymowitz, Larry <larry.hymowitz@dot.state.fl.us>; Turbet, Daniel <Daniel.Turbet@fpl.com>; Pinnock, Kylla <Kylla.Pinnock@fpl.com>; Yash Nagal <YNagal@PBCgov.org>
Subject: Burger King Site Plan Amendment with Landscape Buffer Variance - 1760 S Military Trail - 202200337

Good morning,

Please review and comment on this site plan amendment with landscape buffer variance. This amendment is due to the FDOT taking at the SE corner of Military Trail and Forest Hill Blvd.

Thank you,



Rogelio Perez *B.U.R.P*

Planner

Planning, Zoning, & Building Department, Village of Palm Springs

(561) 584-8200 Ext. 8462

JWR3+6V2 | 226 Cypress Lane | Palm Springs, Florida 33461-1604

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from the Village of Palm Springs officials and employees are public records and are available upon request. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the [FBI CJIS Policy](#)) via email is prohibited. If this message is unexpected or appears suspicious, please notify us immediately by replying to the

**Justification Statement
Burger King Palm Springs
Village of Palm Springs, Florida
Variance & Minor Site Plan Applications
Original Submittal: March 4, 2022**

Introduction

Schmidt Nichols ("Agent"), on behalf of the property owner, J Wells Hoffman LLC ("Owner"), respectfully requests your approval of this 2-part application for a Standard Variance and a Minor Site Plan modification. The 1.6-acre subject site (PCN 70-42-44-12-38-001-0000) is located at the southeast corner of S Military Trail and Forest Hill Boulevard in the Village of Palm Springs, Florida ("subject property").

The Burger King site was subject to a right-of-way taking by the Florida Department of Transportation (FDOT) for the SR-809 (Military Trail at Forest Hill Boulevard Intersection Improvements), Project FPN: 4378781, Palm Beach County, FDOT Acquisition Parcels 104, and Temporary Construction Easements 702.

The acquisition of FDOT Parcel 104 reduced the Forest Hill Boulevard Landscape Buffer width by two (2) feet. After the taking, the remaining landscape buffer is 13 feet. The Village of Palm Springs Code "Section 34-162 Required Buffers" requires a 15-foot minimum landscape buffer width along Forest Hill Boulevard.

The taking of Parcel 104 by the FDOT reduced the landscape buffer width but left the majority of the landscaping buffer plantings in place along both Military Trail. The only landscape plants impacted by the FDOT right-of-way taking were located within the existing ROW. No plantings are impacted within the subject property or within the 2' dedicated area.

No increases are proposed to the existing building square footage or impervious area beyond the green space reduced by the FDOT taking. All remaining site improvements including, parking, will remain as constructed on-site.

Request:

The request is for a standard variance to allow a 2' reduction in the required ROW landscape buffer along Military Trail along the subject property's frontage. After the taking by FDOT of Parcel 104 the landscape buffer has effectively been reduced from 15' to 13' which has necessitated a request for a variance.

Per Section: 34-162 (5), The minimum required Right-of-Way Landscape Buffer width is 15 feet.

<u>Buffer Location</u>	<u>Required</u>	<u>Provided</u>	<u>Variance</u>
Military Trail	15'	13'(min)	2'

Variance Request Justification: Per Village of Palm Springs Code

- a. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same land development district (Planning and Zoning District).**

The subject property located at 1760 South Military Trail was subject to a right-of-way taking by the Florida Department of Transportation (FDOT) for the SR-809 (Military Trail at Forest Hill Boulevard Intersection Improvements), Project FPN: 4378781, Palm Beach County, FDOT Acquisition Parcels 104, and Temporary Construction Easements 702.

The acquisition of FDOT Parcel 104 reduced the Military Trail Landscape Buffer width by 2 feet. After the taking, the remaining landscape buffer along Military Trail will be maintained at 13'.

The taking of Parcel 104 by the FDOT reduced the landscape buffer width, however, all landscape on-site remains while a number of trees will be removed which were already within the ROW.

- b. The special conditions and circumstances do not result from the actions of the applicant.**

The FDOT initiated the Right-of-way Taking by using the Eminent Domain process. The FDOT right-of-way taking caused the site to be in non-compliance with the Village of Palm Springs Code with respect to ROW landscape buffer requirements. The variance request process was initiated by the property owner due to the actions of the FDOT and the eminent domain taking. Before the FDOT, right-of-way taking the property was in compliance with applicable codes.

Based on the as-built conditions of the site there is no way to accommodate the 2' of eliminated landscape buffer.

- c. Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.**

The granting of the requested variance allows the site to remain operational in the same configuration as it has been since originally constructed. The requested variance does not allow any increases in square footage of the improvements or a change in business operations. The approval of the variance the site will remedy a non-compliance issue created by the FDOT right-of-way taking.

- d. Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would cause unnecessary and undue hardship on the applicant.**

After reviewing several alternative site configurations, it was determined that there is insufficient site area remaining after the FDOT right-of-way taking to allow restoration of the code required 15-foot wide landscape buffers along the property's Military Trail frontage. Restoration of the buffer to comply with the current code width of 15 feet would severely impact the site drive aisle widths, vehicular circulation, and parking.

- e. The variance granted is the minimum necessary for the application to make reasonable use of the property.**

The proposed site plan modifications restore the landscape buffer to the greatest extent possible without severely impacting the existing site and improvements and the function of the existing business operations and safe and orderly circulation throughout the site. The proposed site modifications maintain site safety by preserving onsite circulation and vehicle maneuvering areas. After reviewing several alternative site configurations, it was determined that any reduction in the existing vehicular maneuvering area, site drive aisle widths, and parking would create additional code violations and site safety issues.

- f. The grant of the variance will be in harmony with the general intent and purpose of this chapter.**

After the granting of the variance, the site will still comply with the intent of the code by providing a substantial landscape buffer of trees, shrubs, and other plants. There were no on-site trees impacted by the FDOT right-of-way taking so a healthy mature landscape buffer still remains.

- g. Such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

The proposed site modifications maintain site safety by preserving onsite circulation and vehicle maneuvering areas. The only noticeable difference will be a reduction in the width of the existing grassed area between the sidewalk located in FDOT right-of-way and the existing landscape buffer trees, shrubs, and plantings. If this variance were not granted other variances would be needed or site modifications which would create conflicts with applicable code relating to parking, drive aisle width, and safe circulation on-site.

On behalf of the Property Owner Schmidt Nichols Inc. respectfully requests your

approval of these applications for a Minor Site Plan and a Standard Variance.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,

Petitioner,

v.

J. WELLS HOFFMAN, LLC, *et al.*,

Defendants.

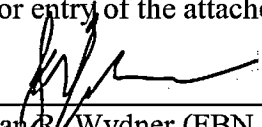
CASE NO.: 50 2020 CA 010553

DIVISION: AH

PARCELS: 104, 702

JOINT MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT

Petitioner, State of Florida Department of Transportation and Defendant, Consolidated
Burger Holdings, LLC, by and through the undersigned attorneys, jointly move the Court
for entry of the attached Stipulated Final Judgment.


Sean R. Wydner (FBN 84809)
Florida Department of Transportation
Office of the General Counsel
3400 West Commercial Boulevard
Ft. Lauderdale, FL 33309
Tel. (954) 777-4501; Fax (954) 777-4528
d4-ogcservice@dot.state.fl.us
sean.wydner@dot.state.fl.us
shalonda.sutton@dot.state.fl.us
Counsel for Petitioner, State of Florida
Department of Transportation


Charles S. Stratton (FBN 221589)
Joshua S. Stratton (FBN 113618)
Nelson Mullins Broad and Cassel
215 S. Monroe St., Ste. 400
Tallahassee, FL 32301
Tel. (850) 681-6810; Fax (850) 681-9792
charles.stratton@nelsonmullins.com
joshua.stratton@nelsonmullins.com
page.mcgivern@nelsonmullins.com
Counsel for Defendant, Consolidated
Burger Corporation

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,

Petitioner,

v.

J. WELLS HOFFMAN, LLC, *et al.*,

Defendants.

CASE NO.: 50 2020 CA 010553

DIVISION: AH

PARCELS: 104, 702

STIPULATED FINAL JUDGMENT
AS TO DEFENDANT CONSOLIDATED BURGER HOLDINGS, LLC

THIS CAUSE having come before the Court upon the Joint Motion For Entry of Stipulated Final Judgment, entered into by Petitioner, State of Florida Department of Transportation (“FDOT”), and Defendant, Consolidated Burger Holdings, LLC (“CBH”), and the Court being fully advised in the premises it is therefore, **ORDERED AND ADJUDGED:**

1. This Court has jurisdiction of this action, of the subject property, and of the parties in this cause, pursuant to Chapters 73 and 74, Florida Statutes.

2. Defendant CBH shall have and recover from Petitioner FDOT the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) in full satisfaction for the taking of Parcels 104 and 702, including statutory interest, and all claims of CBH related to real estate, severance damages, business damages, apportionment interests, and expert fees and costs, but exclusive of attorneys’ fees and costs, and exclusive of any fees and costs incurred to enforce this Stipulated Final Judgment.

3. Petitioner FDOT shall not completely close any driveway to, from, or through, Parcels 104 and 702 or their parent tract at any time. Petitioner FDOT shall close no more than one-half of the driveway within Parcels 104 and 702 as a part of its road construction project at

any time, and shall minimize the duration of any such closure. Petitioner FDOT shall, at its own cost, and for the duration of any such closure, mark and sign the open half of said driveway as 'in only' during the period of said closure, and shall restore markings and signage to their original condition upon the end of said period.

4. The terms of the Stipulated Order of Taking entered on January 5, 2021 shall remain in force, particularly Paragraphs 9-11, which are incorporated into this Stipulated Final Judgment.

5. Defendant CBH shall have and recover from Petitioner FDOT the sum of THIRTEEN THOUSAND SEVEN HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$13,793.00) for all attorneys' fees and costs in this matter, exclusive of any fees and costs subsequently incurred to enforce this Stipulated Final Judgment.

6. Within thirty (30) days of receipt by Petitioner FDOT of a conformed copy of this Stipulated Final Judgment, Petitioner FDOT shall issue a check made payable to Nelson Mullins Broad & Cassel Trust Account in the sum of THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-THREE AND 00/100 DOLLARS (\$38,793.00) and shall mail said check to: Nelson Mullins Broad & Cassel Trust Account, c/o Charles Stratton, Nelson Mullins Broad & Cassel, 215 South Monroe Street, Suite 400, Tallahassee, FL 32301 in the full satisfaction of the compensation owed to Defendant CBH as set forth above. Upon receipt, Nelson Mullins Broad and Cassel Trust Account shall immediately, and without further order of the Court, disburse said funds to Defendant CBH and to its counsel in the respective amounts set forth for each of them above.

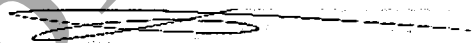
7. The vesting of title in Petitioner FDOT in and to Parcels 104 and 702 with regard to Defendant CBH's interest in said Parcels, as described in the aforesaid Stipulated Order of Taking is hereby approved, ratified, and confirmed.

8. This Stipulated Final Judgment is based on Petitioner FDOT's maps, plans, and project specifications, which are attached as Exhibit 1, on pertinent municipal authorities not requiring setbacks or other changes to the site which may affect signage, ingress/egress, parking, landscaping, and other business operations of the restaurant due to Petitioner FDOT's project, and on the terms of this Stipulated Final Judgment. Accordingly, in the event that Petitioner FDOT does not construct its project in accordance with the aforesaid, or in the event that pertinent municipal authorities do require setbacks or other changes to the site with the aforesaid effects, notwithstanding Paragraphs 2 and 5 above, Defendant CBH shall have the right to seek additional compensation for property and improvements taken, for severance damages, and for business damages, as well as fees and costs incurred, per *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So. 2d 323 (Fla. 4th DCA 1974).

9. Defendant CBH shall seek no further monies from Petitioner FDOT other than as per Paragraph 8, above, and reasonable attorneys' fees and costs for supplemental proceedings, if any, as provided in Chapter 73, Florida Statutes. Neither party waives any objection or rights pertaining to such fees.

10. The Court retains jurisdiction to enforce the terms of this Order.

DONE AND ORDERED in Chambers at Palm Beach County, Florida.


502020CA010553XXXXMB 03/25/2021
Samantha Schosberg Feuer
Circuit Judge

Disposed by Judge

Conformed copies to all counsel of record

NOT A CERTIFIED COPY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 437878-1-52-01

PALM BEACH COUNTY (93070)

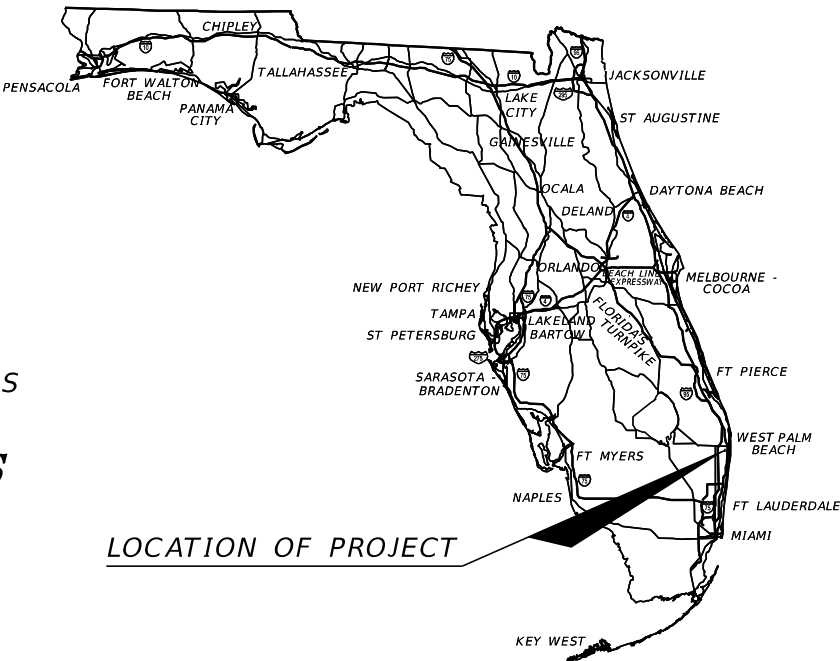
STATE ROAD NO. 809

MILITARY TRAIL AT FOREST HILL BOULEVARD INTERSECTION IMPROVEMENTS

SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND
PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	TABULATION OF QUANTITIES
S-3 - S-11	SIGNING AND PAVEMENT MARKINGS
S-12	GUIDE SIGNS
S-13	MULTI-POST SIGN DATA SHEET



SIGNING AND
PAVEMENT MARKING PLANS
ENGINEER OF RECORD:

SCOTT THURMAN, P.E. NO.: 72240
FDOT DISTRICT 4
3400 W. COMMERCIAL BLVD.
Ft. LAUDERDALE FL 33309

FDOT PROJECT MANAGER:
SCOTT THURMAN, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T.B.D.	22	S-1

TABULATION OF QUANTITIES

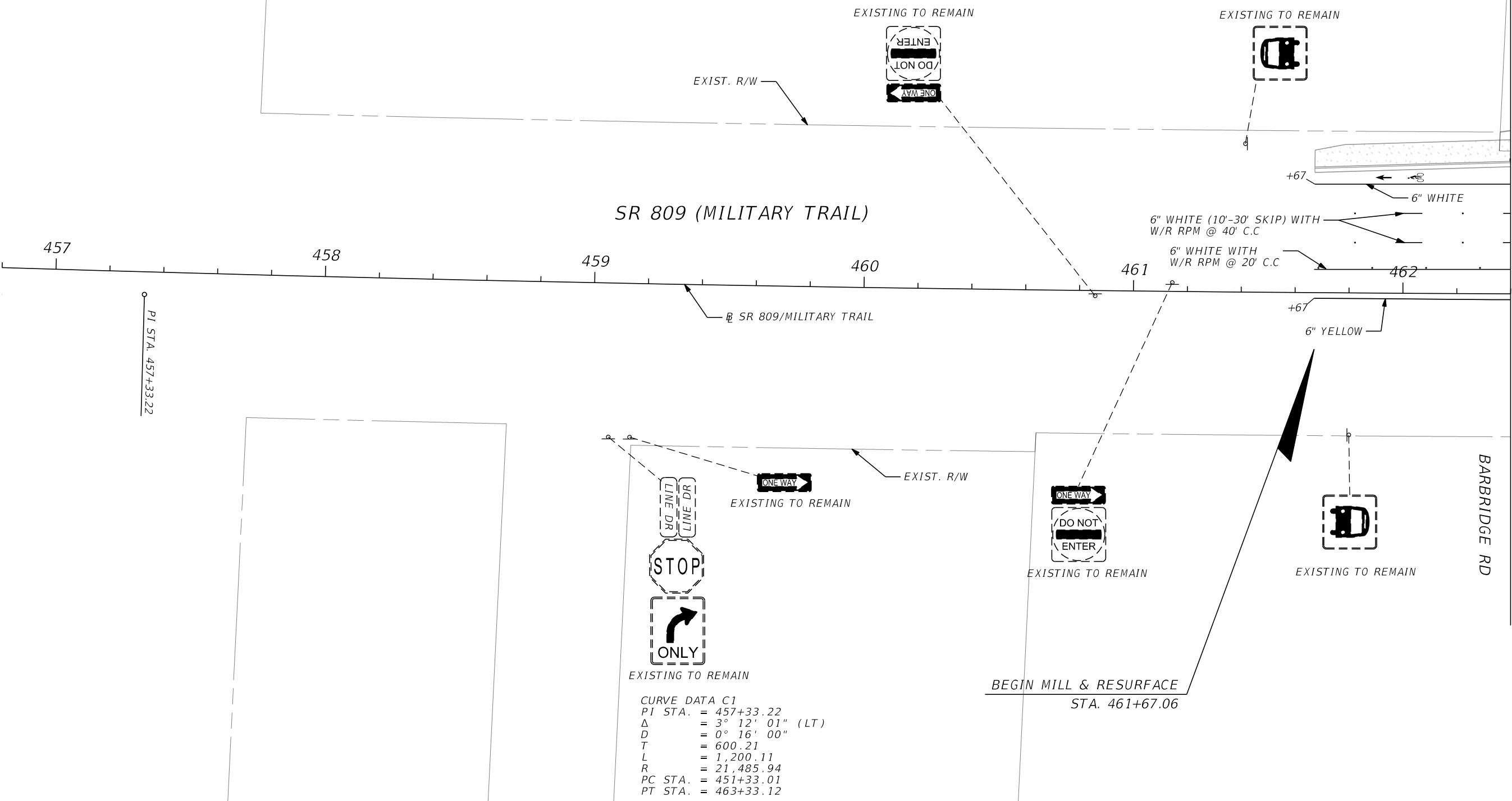
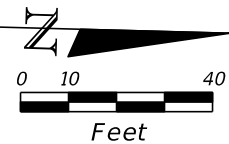
[illegible]

* These quantities are paid for under Painted Pavement Markings (Final Surface), Lump Sum - Item No. 710-90. These quantities shown are for one application; see Specification 710 for the number of applications required

REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		S-2
					SR 809	PALM BEACH	437878-1-52-01		

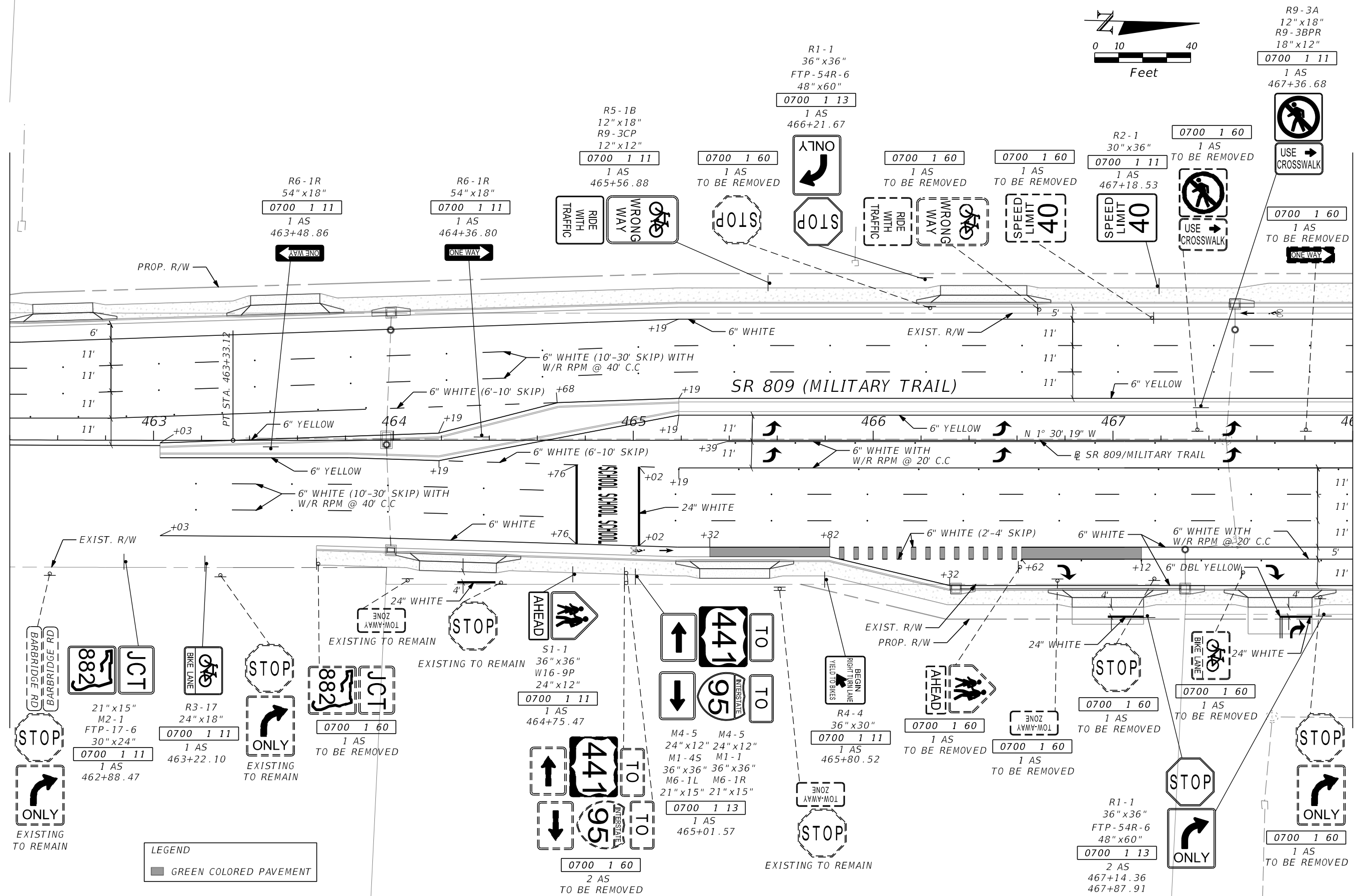
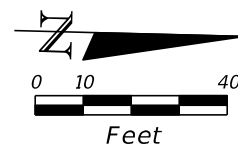
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



CURVE DATA C1
PI STA. = 457+33.22
 Δ = 3° 12' 01" (LT)
D = 0° 16' 00"
T = 600.21
L = 1,200.11
R = 21,485.94
PC STA. = 451+33.01
PT STA. = 463+33.12

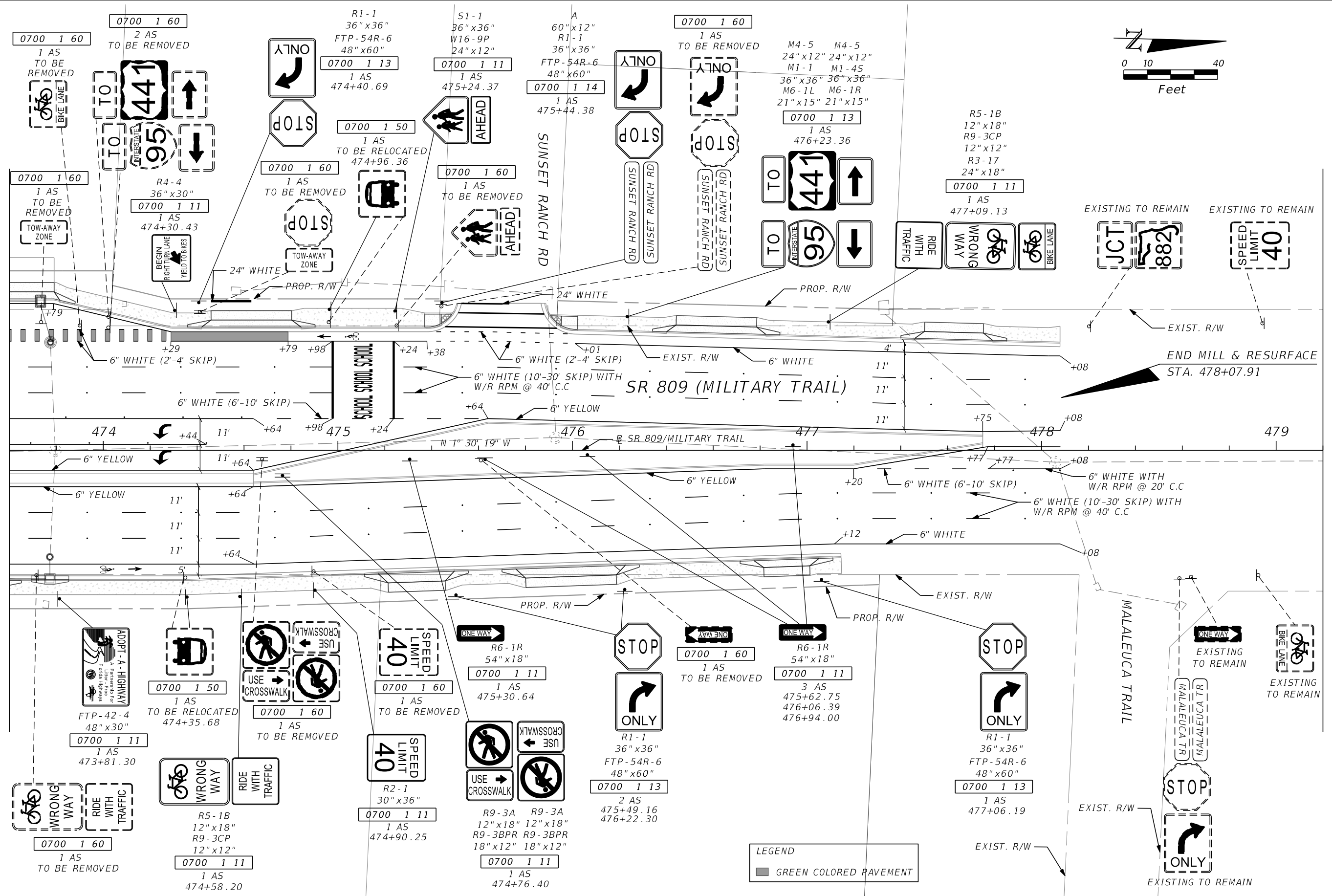
REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 809	PALM BEACH	437878-1-52-01		S-3



REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO. S-4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 809	PALM BEACH	437878-1-52-01		

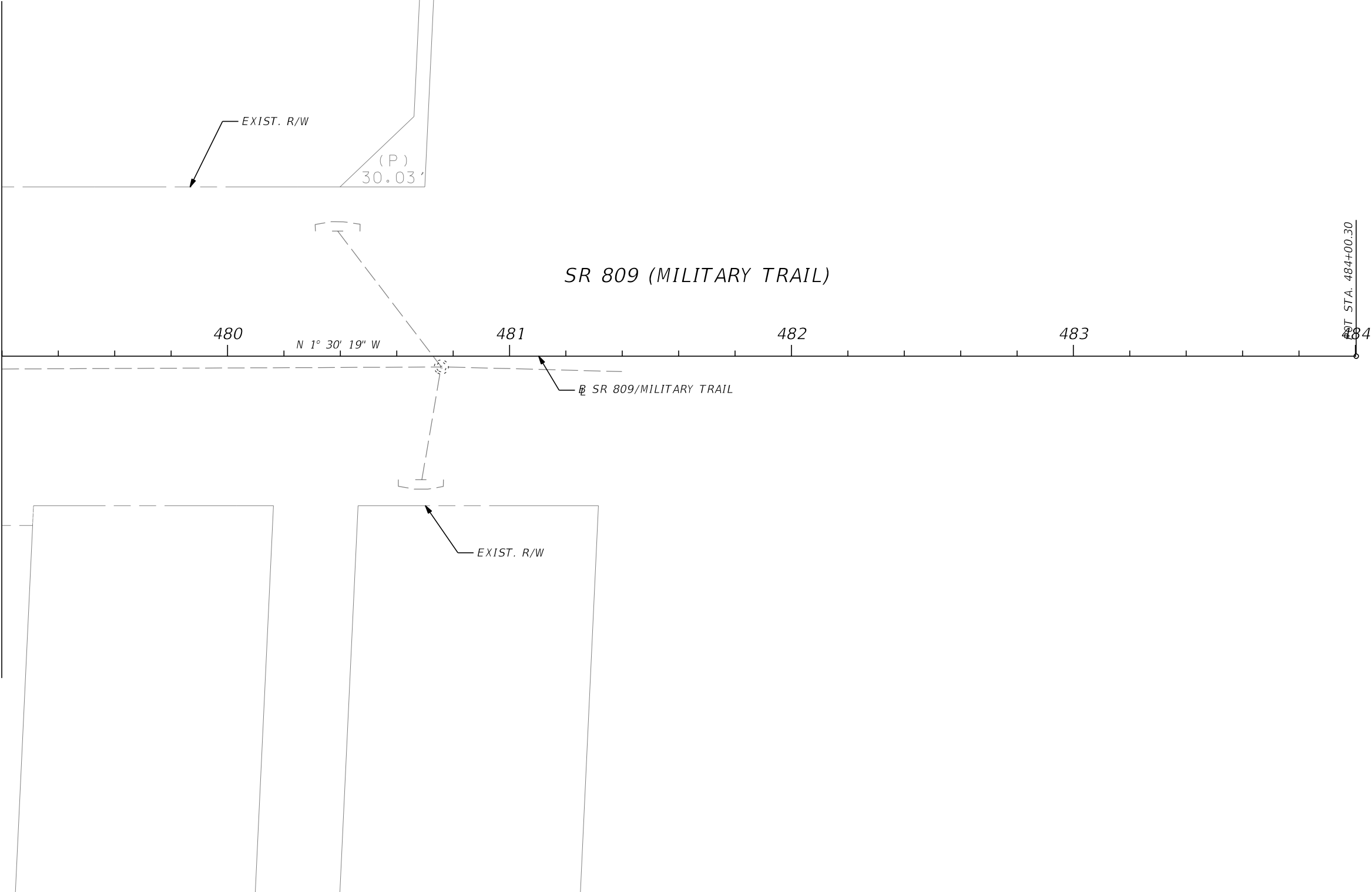
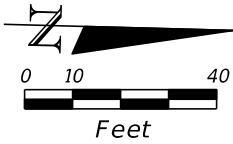
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



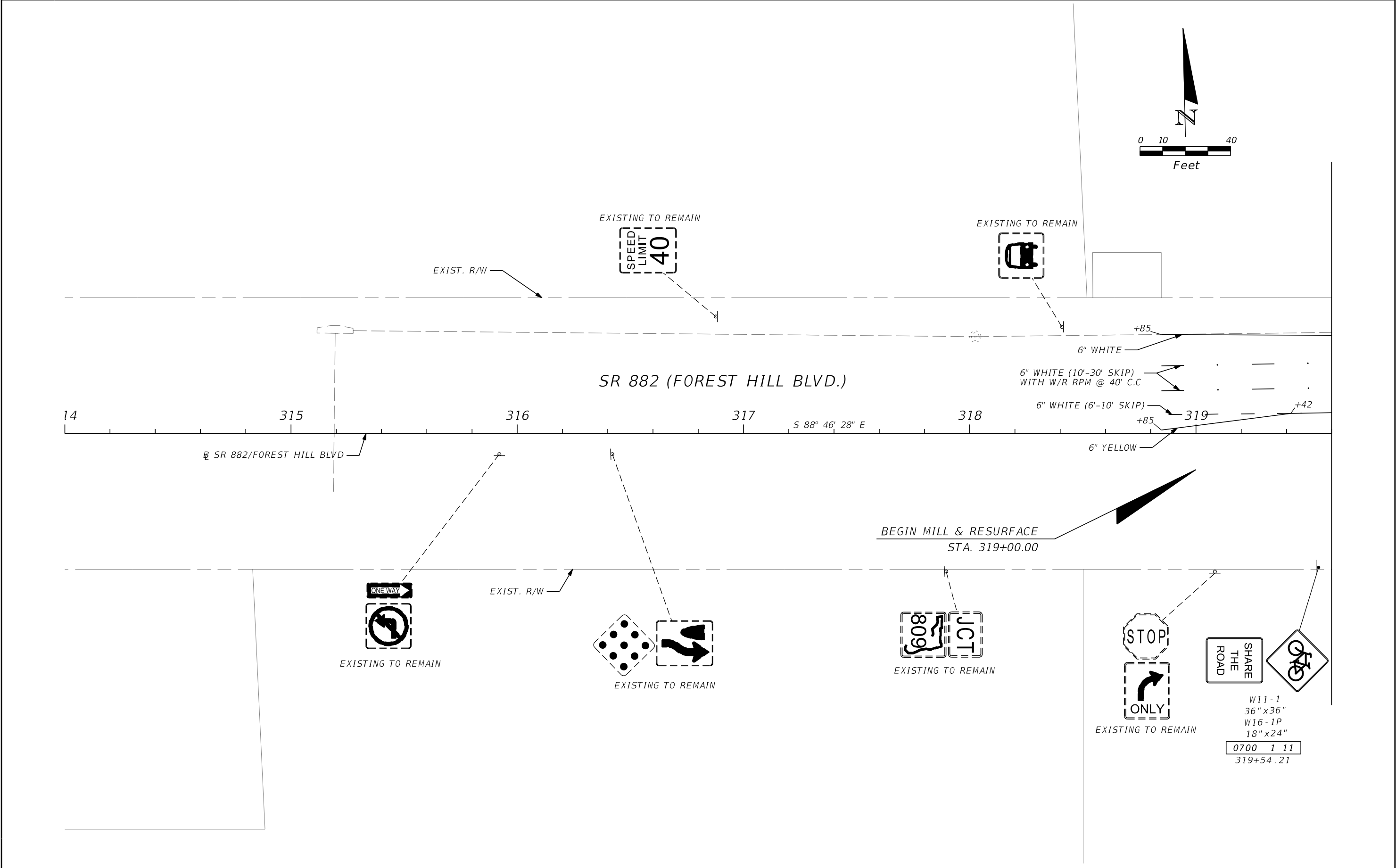
REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 809	PALM BEACH	437878-1-52-01		S-6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



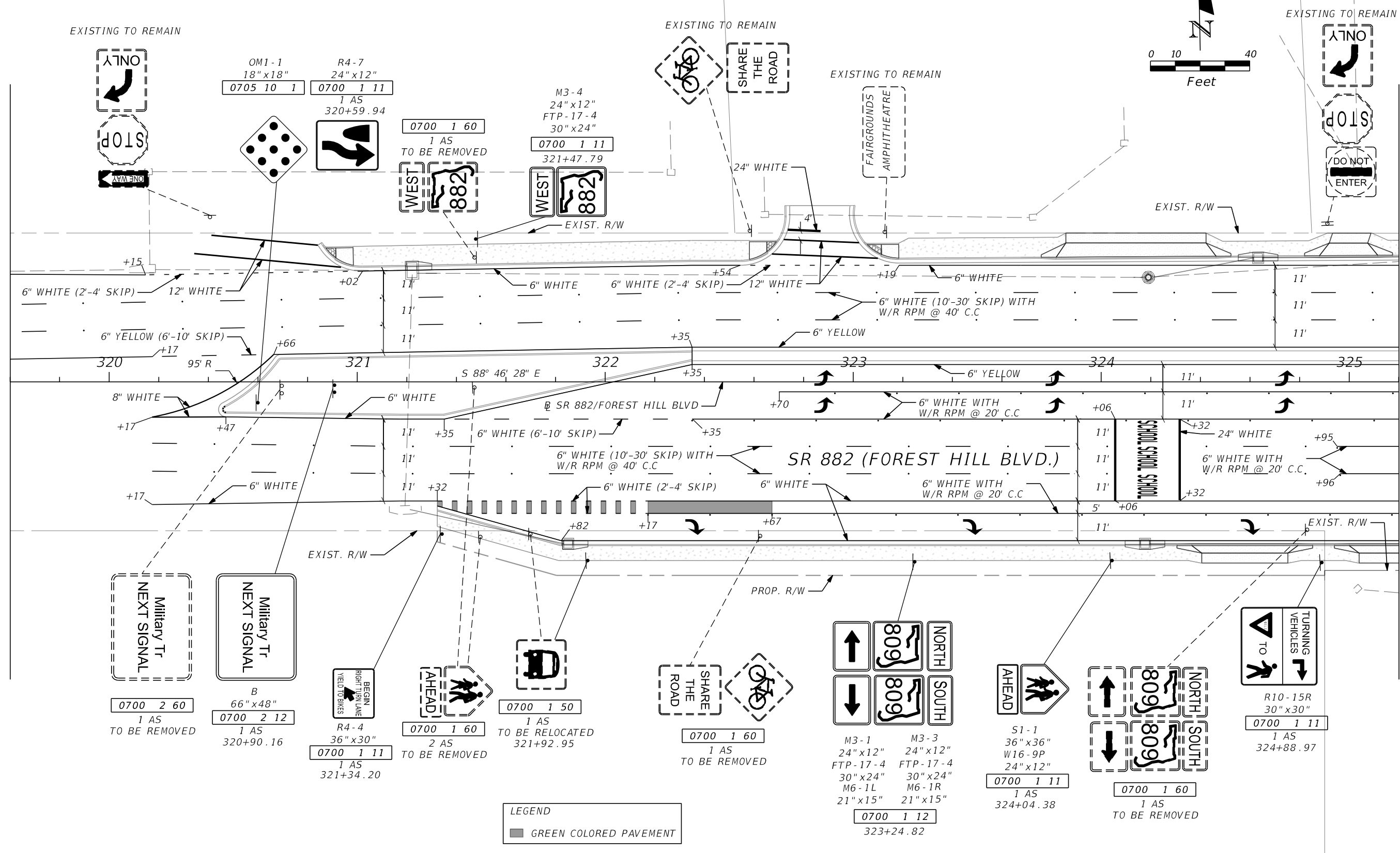
REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 809	PALM BEACH	437878-1-52-01		

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 809	PALM BEACH	437878-1-52-01		S-8

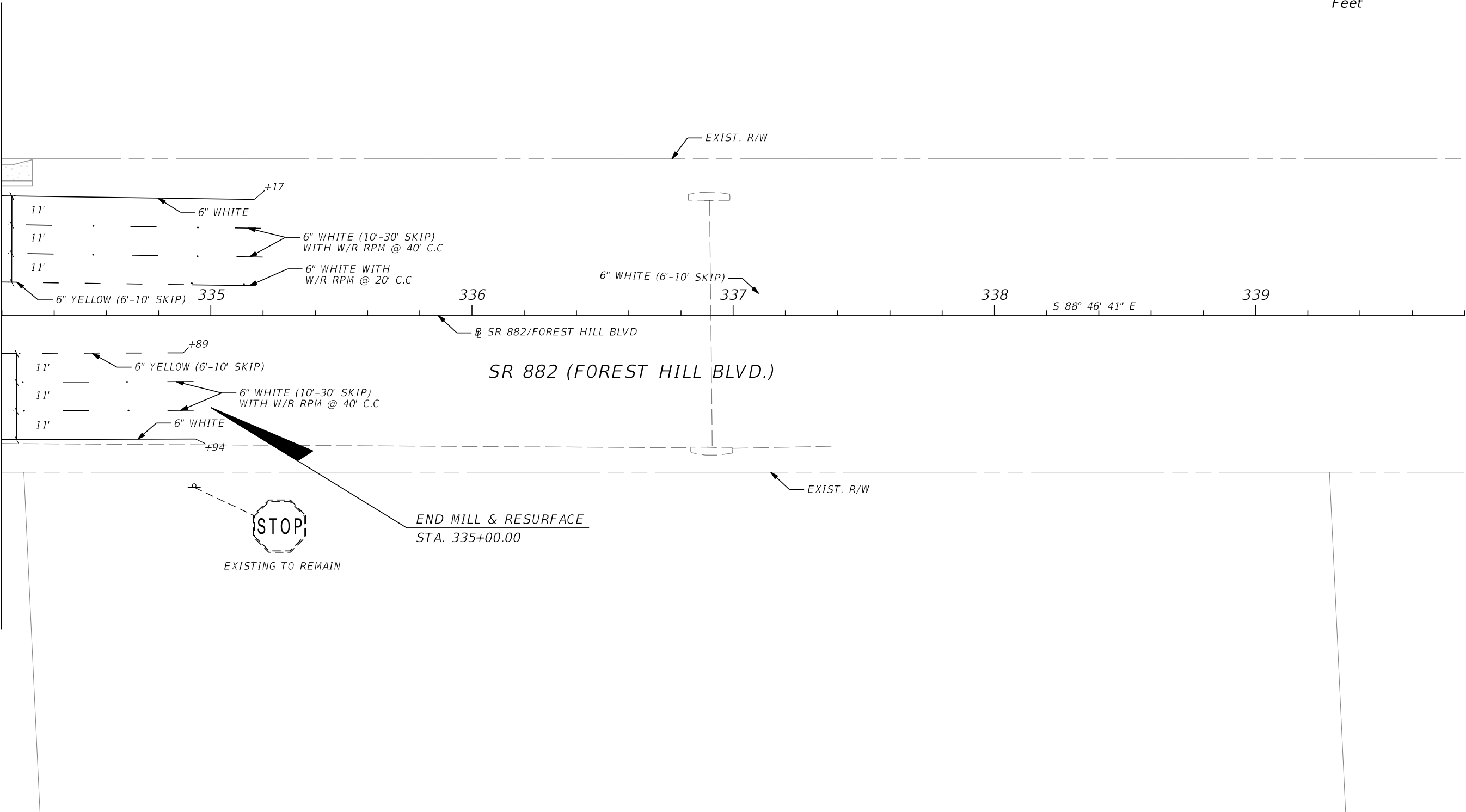
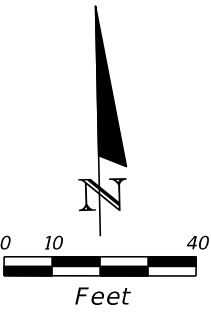
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND
■ GREEN COLORED PAVEMENT

REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO. S-9
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 809	PALM BEACH	437878-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		S-11
					SR 809	PALM BEACH	437878-1-52-01		

<table><tr><td colspan="2">SIGN NAME</td><td colspan="2">A</td><td>QTY</td><td>1</td><td colspan="2">SIGN NUMBER</td><td colspan="2">STATION(S)</td></tr><tr><td colspan="2">PANEL</td><td colspan="2">BORDER</td><td colspan="6">475+44.38</td></tr><tr><td>WIDTH</td><td>5'-0"</td><td>WIDTH</td><td>0.5"</td><td colspan="6"></td></tr><tr><td>HEIGHT</td><td>1'-0"</td><td>RADII</td><td>1.5"</td><td colspan="6"></td></tr><tr><td>LEGEND</td><td>White</td><td>COLOR</td><td>White</td><td colspan="6"></td></tr><tr><td>COLOR</td><td colspan="2">Green</td><td colspan="7"></td></tr><tr><td>SYMBOL(S)</td><td>ANGLE</td><td>X</td><td>Y</td><td>WID</td><td>HT</td><td colspan="4"></td></tr><tr><td colspan="10"></td></tr><tr><td colspan="10"></td></tr><tr><td colspan="10"></td></tr><tr><td colspan="10"></td></tr><tr><td colspan="10"></td></tr><tr><td colspan="2">SIGN NUMBER</td><td colspan="2">NUMBER OF POSTS</td><td colspan="2">CLEARANCE Edge Of Land</td><td colspan="2">COLUMN SIZE</td><td colspan="2">AVERAGE LENGTH</td></tr><tr><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td></tr><tr><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td></tr></table>										SIGN NAME		A		QTY	1	SIGN NUMBER		STATION(S)		PANEL		BORDER		475+44.38						WIDTH	5'-0"	WIDTH	0.5"							HEIGHT	1'-0"	RADII	1.5"							LEGEND	White	COLOR	White							COLOR	Green									SYMBOL(S)	ANGLE	X	Y	WID	HT																																																							SIGN NUMBER		NUMBER OF POSTS		CLEARANCE Edge Of Land		COLUMN SIZE		AVERAGE LENGTH																																										1'-0" 3" 6" 3" Sunset Ranch Rd 3.75" 4.5" 3.75" 5'-0" 2.65" 54.7" 2.65" BORDER R=1.5" TH=0.5" <table><tr><td colspan="2">NO. OF LIGHT FIXTURES</td><td colspan="2">FIXTURE SPACING</td><td colspan="2">PHOTOMETRIC CURVE</td><td colspan="2">WATT</td><td colspan="2">VOLTAGE</td></tr><tr><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td><td colspan="2"></td></tr></table>										NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE											
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SIGN NAME										C		QTY	1	SIGN NUMBER		STATION(S)													
PANEL		BORDER		330+95.79																									
WIDTH	3'-6"	WIDTH	0.5"																										
HEIGHT	1'-0"	RADII	1.5"																										
LEGEND	White	COLOR	White																										
COLOR	Green																												
SYMBOL(S)	ANGLE	X	Y	WID	HT																								
SIGN NUMBER		NUMBER OF POSTS		CLEARANCE Edge Of Land		COLUMN SIZE		AVERAGE LENGTH																					

1'-0"

2"

8"

2"

Erie Ter

3"

6"

3"

3'-6"

4.5"

33"

4.5"

BORDER
R=1.5"
TH=0.5"

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

COPY	E	r	i	e		L														
SPACE	4.5	10.7	14.7	17.2		17.4														

COPY	T	e	r		L															
SPACE	26.6	30.8	35.2		10.9															

COPY																				
SPACE																				

COPY																				
SPACE																				

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COPY																				
SPACE																				

SIGN NAME										B		QTY	1	SIGN NUMBER		STATION(S)													
PANEL		BORDER		320+90.16																									
WIDTH	9'-0"	WIDTH	1.75"																										
HEIGHT	3'-6"	RADII	3"																										
LEGEND	White	COLOR	White																										
COLOR	Green																												
SYMBOL(S)	ANGLE	X	Y	WID	HT																								
SIGN NUMBER		NUMBER OF POSTS		CLEARANCE Edge Of Land		COLUMN SIZE		AVERAGE LENGTH																					

3'-6"

3"

6"

3"

Military Tr

7.1"

10.67"

9.13"

8"

7.1"

9'-0"

7.35"

93.3"

7.35"

BORDER
R=3"
TH=1.75"

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

COPY	M	i	l	i	t	a	r	y		T	r		L							
SPACE	7.4	20.9	27.3	33.7	39.1	47.1	58.4	65.1	74.2	84.8	95.3		93.3							

COPY	N	E	X	T		S	I	G	N	A	L		L							
SPACE	13.7	22.3	29.4	37.2	43.2	51.2	59.3	62.6	70.9	78.8	88.3		80.6							

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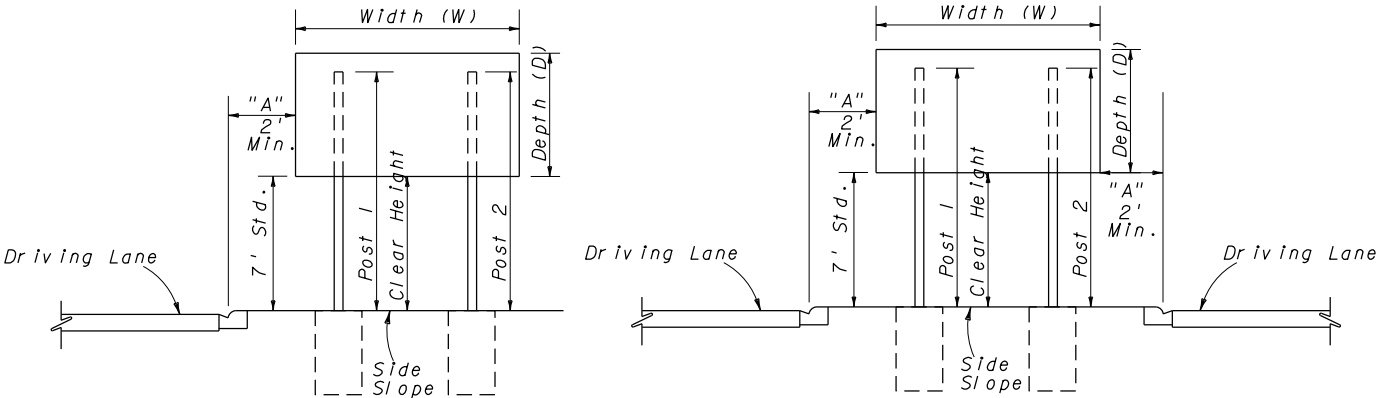
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REVISIONS										ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309										STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION										GUIDE SIGNS										SHEET NO.	
DATE		BY		DESCRIPTION																																				DATE	

RD452MP3/31/20215:11:27 PM C:\Projects\43787815201\signing\G5WKSPO1.dgn

MULTI COLUMN SIGN DATA													
CLEARANCE FROM EDGE OF TRAVELED WAY TO EDGE OF SIGN ("A")	STATION	SIGN NO.	SIGN SIZE (W X D)	SIDE SLOPE (RUN:RISE)	CLEAR HEIGHT	NO. OF POSTS	AVERAGE LENGTH OF POSTS	STEEL POSTS	ALUMINUM BEAMS	ALUMINUM TUBES	AVERAGE LENGTH OF POSTS AND FOOTING	U-CHANNEL POSTS	SQUARE STEEL TUBES
2'	320+90.16	B	9' X 3.5'	25 : 1	7	2	10.44'	TWO S3 X 5.7			14.44'		N/A



TYPICAL SECTIONS
FOR PLACEMENT OF
MULTI-COLUMN SIGNS

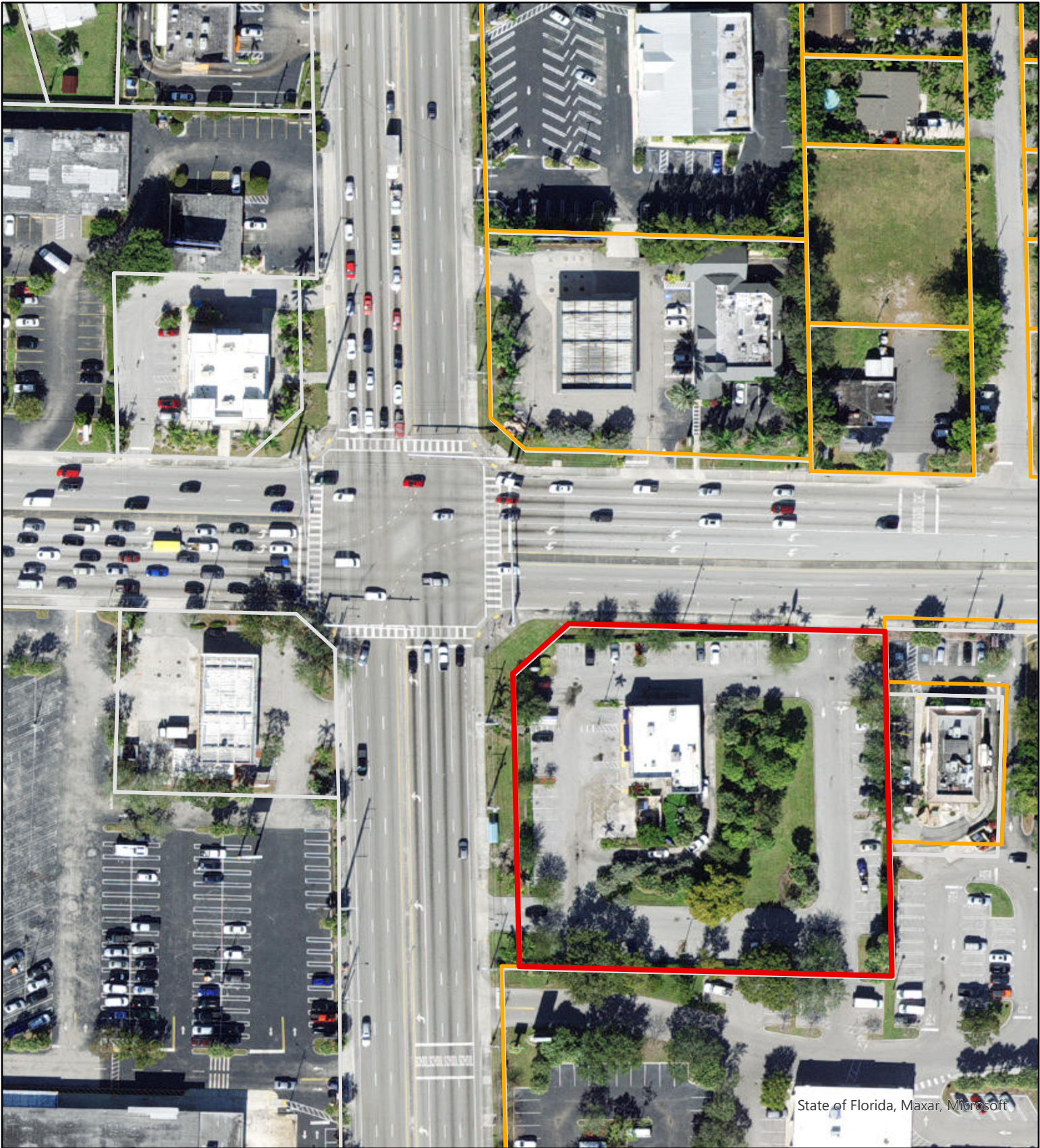
NOTES:

1. CLEAR HEIGHT IS THE DISTANCE BETWEEN THE BOTTOM OF THE MAIN SIGN PANEL AND THE GROUND AT THE CENTER OF THE MAIN SIGN PANEL.
2. AVERAGE LENGTH OF POSTS COLUMN IS APPLICABLE TO STEEL POSTS.

REVISIONS				ENGINEER OF RECORD: SCOTT THURMAN, P.E. P.E. NUMBER: 72240 FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			MULTI-POST SIGN DATA SHEET		SHEET NO.
DATE	DESCRIPTION		DATE		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					SR 809	PALM BEACH	437878-1-52-01			S-13

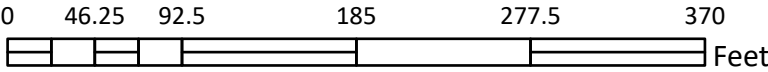
Village of Palm Springs

Burger King - 1760 S Military Trail



State of Florida, Maxar, Microsoft

-  Village Parcels
-  County Parcels
-  Village Parcels selection

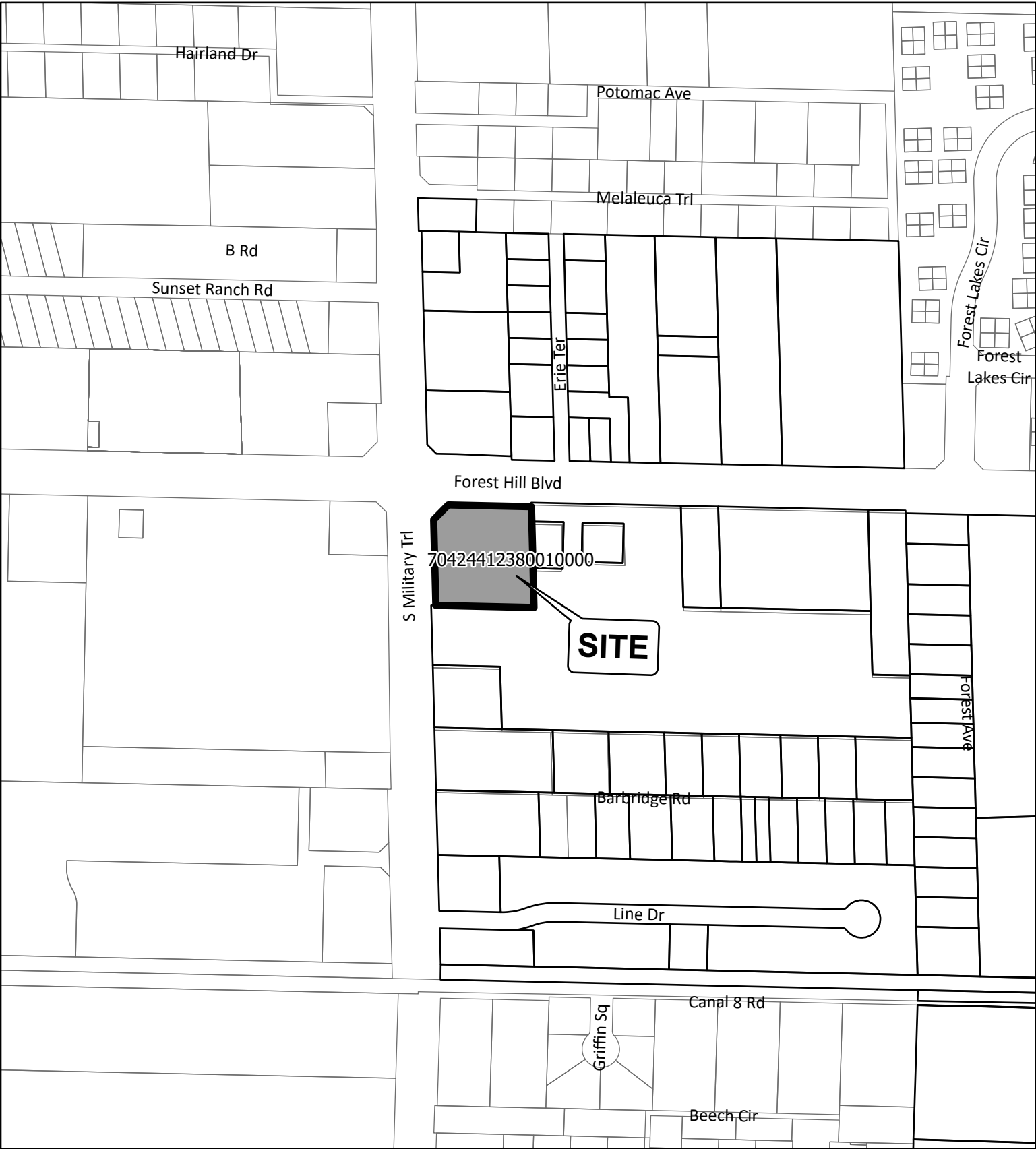


DATE: 2/18/2022

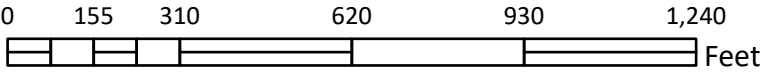


Village of Palm Springs

Burger King - 1760 S Military Trail



- Village Parcels
- County Parcels
- 70-42-44-12-38-001-0000



DATE: 2/18/2022



Legal Notice No. 40132

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, April 12, 2022, at 6:30 p.m. by Planning & Zoning Board
Thursday, May 12, 2022, at 6:30 p.m. by Village Council

in the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs to consider:

RESOLUTION NO. 2022-19

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, REQUESTING (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT, (SPR22-07) TO REDESIGN THE SITE DUE TO FDOT RIGHT-OF-WAY ACQUISITION ALONG THE WESTERN SIDE OF THE COMMERCIAL PROPERTY, LOCATED AT 1760 SOUTH MILITARY TRAIL AND PROVIDING FOR AN EFFECTIVE DATE.

Additional requested:

Tuesday, April 12, 2022, at 6:30 p.m. by Planning & Zoning Board

in the Village Hall Council Chamber at 226 Cypress Lane, Palm Springs, FL 33461 to consider:

Variance from Code

An application submitted by Josh Nichols from Schmidt Nichols Landscape Architecture and Urban Planning, agent for the owner J Wells Hoffman LLC. ("Applicant") for:

PSV22-04 - A Variance relief from Section 34-162(b)(5) to allow a 19' wide landscaped buffer along the western boundary adjacent to South Military Trail.

Thursday, April 14, 2022, at 6:30 p.m. by Village Council

RESOLUTION NO. 2022-16

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE FINAL PLAT, TO SUBDIVIDE A MULTI-FAMILY PARCEL OF LAND INTO TEN (10) INDIVIDUAL TOWNHOUSE LOTS FOR FEE-SIMPLE OWNERSHIP, SUBMITTED BY MR. MICHAEL SANCHEZ, AGENT FOR THE OWNER, PATIO COURT TOWNHOMES, LLC ("APPLICANT"), FOR THE PROPERTY LOCATED ON A VACANT LOT ON PATIO COURT, AND PROVIDING AN EFFECTIVE DATE.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) days prior to the meeting to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA
Kimberly M. Wynn, Village Clerk
Publish: The Lake Worth Herald
Thursday, March 31, 2022