

1. **Vehicle Towing and Storage Services Agreement - Piggyback - Police Department - Priority Towing Inc.:** Approve a piggyback agreement with Priority

Towing Services that was vetted via an Invitation for Bid (IFB 22-107 - Vehicle Towing and Storage Services) with the City of Lake Worth Beach to provide towing services for inoperable or illegally parked vehicles. If approved, the agreement will expire on July 26, 2025. There is an option to renew for two additional one-year terms.

Staff: Edgar Morley, Support Services Manager

2. **Resolution No. 2022-33 - Amendment to the Schedule of Fees - FY22:** Approve Resolution No. 2022-33 to amend the schedule of fees in several Village Departments including, Administration, Library, Public Safety, Code Enforcement, and Parks and Recreation.

Staff: Kimberly Glas-Castro, Assistant Village Manager

3. **Resolution No. 2022-38 - Purchasing (Food/Refreshments and/or Gift Cards and Premiums):** Approve Resolution No. 2022-38; to further clarify the declaration of expenditure of Village funds for food/refreshments, team adaptability and planning activities, and the purchase of gift cards and other premiums for certain events/occasions - as valid public purposes.

Staff: Kimberly Glas-Castro, Assistant Village Manager

4. **Village Council Meeting Dates:** Approval of Village Council Meeting Dates from October 2022 - September 2023.

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

REGULAR AGENDA

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

5. **(Quasi-Judicial Hearing) - Resolution No. 2022-13 - Site Plan Amendment (SPR22-06) and Special Exception Use (PSSE22-03) - Triomphe Restaurant & Lounge, LLC - 4206-4208 Lake Worth Road:** Motion to consider Resolution No. 2022-13; an application from Mr. Scott Ehrenberg of Berg Design, Inc., agent for the tenant Triomphe Restaurant & Lounge, LLC, "applicant for a Site Plan Amendment, (SPR22-06) with conditions, concurrently with a Special Exception Use (PSSE22-03), to allow a 7,080 square foot restaurant within two (2) tenant bays in an existing Commercial General (CG) shopping center, located at 4206-

4208 Lake Worth Road. (Continued from August 18, 2022 Village Council Public Hearing)

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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6. **(First Reading/ Public Hearing) Ordinance No. 2022-10 - Establish FY 22-23 Millage Rates - Operating & Debt Service:** Motion to approve Ordinance No. 2022-10 on the 1st public hearing establishing the FY 22/ 23 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills which is a 10.39% increase over the rolled-back rate of 3.1707. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$1,594,937,543 and the tangible personal property for nonexempt valuation of \$83,441,381, for a total gross taxable value for operating purposes of \$1,678,378,924. If approved, the final public hearing to adopt the FY22-23 millage rate for operating and debt service is scheduled on September 22, 2022.

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
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7. **(First Reading/ Public Hearing) Ordinance No. 2022-11- Adopt FY 2022-2023 Budget:** Motion to approve Ordinance No. 2022-11; adopting an annual budget for the year beginning October 1, 2022 and ending September 30, 2023 in the amount of \$79,764,061 for the Village's projected operating expenditures. If approved, the final public Hearing to adopt the budget adoption will be scheduled for September 22, 2022 at 6:30 pm.

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
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8. **(Second Reading) Ordinance No. 2022-09 - Village Code Amendment - Chapter 78 - Year-Round Landscape Irrigation Conservation Measures:** Motion to approve Ordinance No. 2022-09; an amendment to Chapter 78 "Utilities", to add a new Article VI, to the Village's Code of Ordinances relating to "Year-Round Landscape Irrigation Conservation Measures", to establish specific restrictions and exemptions to set guidance on the prudent use of water and landscape irrigation.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
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9. **(First Reading/Quasi-Judicial Hearing) Ordinance No. 2022-07 - Comprehensive Plan Amendment - Tenth Avenue Incubator Overlay:** Motion to approve Ordinance No. 2022-07; an ordinance of the Village of Palm Springs, Florida, amending the Comprehensive Plan of the Village of Palm Springs, in accordance with the local government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161, et. Seq., Florida Statutes, amending the text of the Village's future land use element of the Comprehensive Plan to create the "Tenth Avenue Incubator Overlay", providing for transmittal to the Florida Department of Economic Opportunity repeal of all Ordinances in Conflict.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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10. **(First Reading) Ordinance No. 2022-08 - Village Code Amendment - Chapter 34 - Tenth Avenue Incubator Overlay:** Motion to approve Ordinance No. 2022-08; an Ordinance of the Village of Palm Springs, Florida, amending the Village Code of Ordinances at Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", to establish provisions of a new Subdivision XI, "Tenth Avenue Incubator Overlay (TAIO)", specifically Sections 34-1090 – 34-1099; to provide incentives for redevelopment located generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road.

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, SEPTEMBER 22, 2022 AT 6:30 PM
(FINAL BUDGET HEARING)**

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 of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Police Department

ITEM #1: Approve Vehicle Towing and Storage Services Agreement Piggyback Police Department Priority Towing Inc.

SUMMARY: The Police Department has a daily need to tow vehicles for a multitude of purposes including, but not limited to, crashes, disabled vehicles, illegally parked vehicles, and department vehicles that break down. There is also a need to tow any other Village vehicles that become disabled. The Police Department requests that the Village piggyback on an existing contract that was vetted via an Invitation for Bid (IFB 22-107) process by the City of Lake Worth Beach. Their contract went into effect on July 27, 2022, expiring on July 26, 2025, and may be extended for two additional one-year periods. The contract establishes the rates for the towing of Village vehicles (Schedule B) and the anticipated per mile fee (Schedule C). It provides for a remittance back to the Village for each tow the contractor provides for the public during the term of the contract (Exhibit A).

The Village Attorney has reviewed the contract and determined it to meet the Village's requirements for piggybacking and, as such, has provided an Agreement for Vehicle Towing and Storage Services between the contractor (Priority Towing) and the Village, limiting the term to the expiration of the City of Lake Worth Beach's term.

The Village's Purchasing Code, Section 58-9 - Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Agreement was prepared by the Village Attorney and was reviewed by the Police Chief, the Police Support Services Manager, and the Finance Director.

FISCAL IMPACT:

The only cost to the Village would be towing services for Village-owned vehicles. This is a set fee (Schedule B and C) at a reduced rate from what the Village currently pays for towing.

As part of the Agreement, the remittance will be paid to the Village based on the number of vendor vehicle tows for the public. The Police Department's estimated number of public tows to be completed by the proposed vendor yearly is approximately five hundred (500). Based on Exhibit A, the Village could net up to \$20,875. This number will increase and/or decrease depending on the number of tows during the proposed contract period.

The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Agreement Priority Towing
2. LWB Contract
3. Exhibit A
4. IFB#22-107 Vehicle Towing and Storage Services
5. Schedule B and C

AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES

This Agreement for vehicle towing and storage services ("Agreement") is entered into this _____ day of _____, 2022, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida ("VILLAGE"), and **Priority Towing, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide vehicle towing and storage services for the VILLAGE; and

WHEREAS, the City of Lake Worth Beach, through its competitive selection process, awarded a contract for vehicle towing and storage (Invitation for Bid #22-107) ("LWB Contract") to the CONTRACTOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE to provide vehicle towing and storage services based on the pricing and terms and conditions of the LWB Contract; and

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the LWB Contract, including all terms, conditions and pricing therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. LWB Contract. The LWB Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City of Lake Worth Beach under the LWB Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the LWB Contract and pricing therein, the CONTRACTOR shall provide vehicle towing and storage services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - (a) All written modifications and amendments hereto;
 - (b) This Agreement;
 - (c) LWB Contract (including all attachments and exhibits thereto).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- (a) All written modifications and amendments hereto;
- (b) This Agreement;
- (c) The LWB Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the LWB Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its 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.
- 6.2 CONTRACTOR shall maintain the insurance as required in LWB Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing

signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the LWB Contract renewal term, which consists of an initial three (3) year term expiring on July 26, 2025, with an additional two (2) one-year renewals that may be made by amendment to the LWB contract.
- 6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

7. Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this 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.
8. 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 VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
 - (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE 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 VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE 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 VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

9. Indemnity. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will

not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Kimberly Wynn, Village Clerk

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:
Priority Towing, Inc.

By: Aaron Cocuzzo

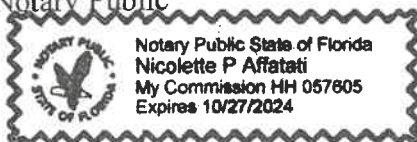
Print Name: AARON COCUZZO
Print Title: OWNER, PRESIDENT

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 29 day of July, 2022 by Aaron Cocuzzo, as President of Priority Towing, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Drivers License as identification.

Notary Public



NPA
Print Name: Nicolette Affatati
My commission expires: 10/27/2022

AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES

This Agreement for vehicle towing and storage services ("Agreement") is entered into this _____ day of _____, 2022, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida ("VILLAGE"), and **Priority Towing, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide vehicle towing and storage services for the VILLAGE; and

WHEREAS, the City of Lake Worth Beach, through its competitive selection process, awarded a contract for vehicle towing and storage (Invitation for Bid #22-107) ("LWB Contract") to the CONTRACTOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE to provide vehicle towing and storage services based on the pricing and terms and conditions of the LWB Contract; and

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the LWB Contract, including all terms, conditions and pricing therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. LWB Contract. The LWB Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City of Lake Worth Beach under the LWB Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the LWB Contract and pricing therein, the CONTRACTOR shall provide vehicle towing and storage services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - (a) All written modifications and amendments hereto;
 - (b) This Agreement;
 - (c) LWB Contract (including all attachments and exhibits thereto).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- (a) All written modifications and amendments hereto;
- (b) This Agreement;
- (c) The LWB Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the LWB Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its 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.
- 6.2 CONTRACTOR shall maintain the insurance as required in LWB Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing

signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the LWB Contract renewal term, which consists of an initial three (3) year term expiring on July 26, 2025, with an additional two (2) one-year renewals that may be made by amendment to the LWB contract.
- 6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

7. Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this 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.
8. 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 VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
 - (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE 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 VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE 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 VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

9. Indemnity. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will

not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: [Signature]
Beverly Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Kimberly Wynn, Village Clerk

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:
Priority Towing, Inc.

By: Aaron Cocuzzo

Print Name: AARON COCUZZO
Print Title: OWNER, PRESIDENT

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 29 day of July, 2022 by Aaron Cocuzzo, as President of Priority Towing, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Drivers License as identification.

Notary Public



[Signature]
Print Name: Nicolette Affatati
My commission expires: 10/27/2022

AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES

THIS AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES ("Agreement") is made on this as of 7/27/2022, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Priority Towing, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 7153 Southern Blvd, Suite A, West Palm Beach, FL 33413.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #22-107 in order to obtain a vehicle towing and storage services for the City of Lake Worth Beach ("IFB"); and

WHEREAS, the CITY received four (4) responses to the IFB before the deadline; and

WHEREAS, the CONTRACTOR was found to be the highest ranked responsive and responsible bidder and is recommended for the award; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal for the CONTRACTOR to render the services to the CITY pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for additional two (2), one-year periods by amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

2. SCOPE OF WORK

2.1 The CONTRACTOR's scope of work includes providing the services required to for vehicle towing and storage for the CITY consistent with the minimum requirements and scope of services, as more specifically set forth in the IFB, which is incorporated herein by reference ("Scope of Work").

2.2 The CONTRACTOR represents to the CITY that all work performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the equipment provided and services shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The work shall be completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement 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 work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. EQUIPMENT & MATERIALS

4.1 The CONTRACTOR shall provide all equipment and materials as more specifically set forth in the Scope of Work or as reasonably necessary to accomplish the work unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 The CITY agrees to compensate CONTRACTOR in accordance with the rate schedule set forth in **Exhibit "A"**. The CITY shall not reimburse CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing services to the City under this Agreement and not set forth in **Exhibit "A"**. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice.

5.2 Should the CITY require additional work, which additional work is not included in the initial Scope of Work, the CITY and CONTRACTOR will prepare and execute a written amendment to

this Agreement forth the additional work and the total cost for the same prior to any such additional work being provided by the CONTRACTOR.

6. PAYMENT TO THE CITY

6.1 Pursuant to the rate schedule set forth in Exhibit "A", the CONTRACTOR shall collect, as directed by the CITY all fines and costs due to the CITY prior to releasing any vehicles, provided the CONTRACTOR may legally hold vehicles for such collection. The CONTRACTOR shall make payments to the CITY, on a monthly basis, all money collected on behalf of the CITY and shall provide accounting of such monies in a manner as determined by the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit a monthly itemized invoice to the CITY detailing all amounts owed by the CITY and detailing all amounts to be paid by the CONTRACTOR to the CITY.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or additional work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on and the CONTRACTOR's insurance shall be provided on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13.4 The CONTRACTOR shall maintain, during the life of this Contract, Garage Keepers Legal Liability policy at minimum level of \$250,000.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of and/or related to the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed or utilized under this Agreement.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued,

nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein, the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein), and the CONTRACTOR's Proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the rates set forth in Exhibit "A" from the CONTRACTOR's Proposal shall take precedence for all rates paid by CONTRACTOR and CITY. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Mr. Aaron Cocuzzo, President
Priority Towing, Inc.
7153 Sothern Blvd Suite A
West Palm Beach, FL 33413

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the

CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. NO CONSEQUENTIAL DAMAGES

26.1 In no event shall CITY be liable to CONTRACTOR for any incidental, special, indirect, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this 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.

30. ENFORCEMENT COSTS

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

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

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

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR shall comply with all OSHA requirements as applicable. CONTRACTOR certifies that if any material, equipment, and related supplies, is delivered to the CITY is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, and related supplies into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

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

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that work performed and all materials provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR guarantees that all work performed under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any equipment or the unit(s), if required, for repair or replacement. If a unit(s) must be returned, CONTRACTOR, shall provide a replacement unit(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

39.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

39.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

39.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

39.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

39.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

39.6 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Vehicle Towing and Storage Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: Christopher McVoy Christopher McVoy, Vice Mayor
For: Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne
Melissa Coyne, Interim City Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Bruce Miller
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Priority Towing, Inc.**

By: Aaron Cocuzzo

[Corporate Seal]

Print Name: AARON COCuzzo

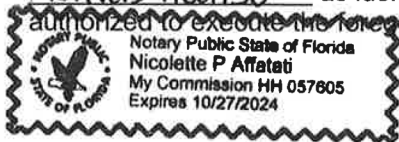
Title: owner / president

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of • physical presence
or • online notarization on this 14 day of July 2022, by

Aaron Cocuzzo, as the Owner [title] of **Priority Towing, Inc.**, a corporation, who is personally known to me or who has produced

Drivers license as identification, and who did take an oath that he or she is duly
authorized to execute the foregoing instrument and bind CONTRACTOR to the same.



[Signature]
Notary Public Signature

Notary Seal:

Exhibit "A"
Contractor's Rate Schedule

IFB # 22-107 Vehicle Towing and Storage Services

SCHEDULE OF UNIT PRICES

Failure to fully complete and sign this Form may result in rejection of the Bid.

Resulting contract will be issued in accordance to the Florida Statutes 125.0103 and 166.043, as amended for towing vehicles and vessels.

Schedule A. Schedule A relates to the amount of money per tow that the proposer will be remitting back to the City.

Administrative fee or charge on the price list offered to the City shall not to exceed 25 percent (25%) of the maximum listed towing rate.

SCHEDULE A

Cost Recovery Fee	Fixed County Rate	*Estimated Annual Tows	Per Tow Paid to the City	Anticipated Revenue to the City
Class A	\$167.00	1,000	\$ 41.75	\$ 41,750.00
Class B	\$248.00	25	\$ 62.00	\$ 1,550.00
Class C	\$370.00	25	\$ 92.50	\$ 2,312.50
Class D	\$530.00	25	\$ 132.50	\$ 3,312.50
Per Mile Fee				
Class A	\$7.50	N/A	N/A	\$0
Class B	\$8.50	N/A	N/A	\$0
Class C	\$10.00	N/A	N/A	\$0
Class D	\$12.50	N/A	N/A	\$0
Storage Fee	\$25.00	N/A	N/A	\$0
TOTAL ANTICIPATED CITY REVENUE	N/A	1,075	N/A	\$ 48,925.00

*Annual tows are only provided as an estimate. Bidder shall include an amount to be paid to the City per tow and multiply the amount by the estimated number of tows to determine the anticipated revenue to the City.

INVITATION FOR BID

IFB No. 22-107

Vehicle Towing and Storage Services

Bid Submission Deadline:

June 7, 2022 at 3 p.m.

**Location: Financial Services Office - Procurement
City of Lake Worth Beach City Hall
7 North Dixie Highway – 2nd Floor
Lake Worth Beach, FL 33460**



FINANCIAL SERVICES

7 North Dixie Highway
Lake Worth Beach, FL 33460
TEL: 561-586-1770

INVITATION FOR BID IFB # 22-107

Vehicle Towing and Storage Services

The City of Lake Worth Beach is soliciting bids from responsible and experienced entities to provide vehicle towing and storage services for the City of Lake Worth Beach. A complete scope of work is attached as Exhibit "A" and incorporated into this Invitation for Bid ("IFB").

This Invitation for Bid (IFB) may be downloaded at lakeworthbeachfl.bidsandtenders.net or www.lakeworthbeachfl.gov. All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity. Copies of this IFB may also be acquired by contacting purchasing1@lakeworthbeachfl.gov.

Time is of the essence and any bid received after **3:00 PM, June 7, 2022** whether by mail or otherwise shall be rejected by the City. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bids shall be placed in a sealed envelope, marked with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for ensuring that their bid is stamped by office personnel by the deadline indicated.

All persons or entities responding to the IFB (hereafter "Bidders") are responsible for ensuring that their bid is received by the City at its' designated office address by the deadline indicated in the IFB. The City will in no way be responsible for delays caused by any occurrence. Bids shall not be submitted and will not be accepted in by e-mail, telephone, telegram, facsimile or any other City's address except **as notified below**. The time of receipt shall be determined by the time clock in Financial Services Department.

All bids must be mailed or delivered to:

**City of Lake Worth Beach, City Hall
Financial Services Office - Procurement
7 North Dixie Hwy. 2nd floor
Lake Worth Beach, FL 33460**

SUBJECT LINE MUST BE IDENTIFIED AS IFB # 22-107 Vehicle Towing and Storage Services

PUBLISHED: Palm Beach Post & City Website.

IFB # 22-107 Vehicle Towing and Storage Services

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

The City of Lake Worth Beach is soliciting bids from responsible and experienced entities to provide vehicle towing and storage services for the City of Lake Worth Beach. A complete scope of work is attached as Exhibit “A” and incorporated into this Invitation for Bid (“IFB”). The resulting contract from this solicitation will be entered pursuant to section 166.043, Florida Statutes, as amended for towing vehicles and vessels.

All services and work shall be provided in accordance with the City’s specifications and standards and in accordance with this IFB, its exhibits and all issued addendum which are available on the City’s website at **lakeworthbeachfl.bidsandtenders.net** or **www.lakeworthbeachfl.gov**.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times for this IFB. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City’s discretion.

ACTION

COMPLETION DATE

IFB Publication Date:

May 15, 2022

Final Questions Due:

May 24, 2022 by 4 p.m.

Bids Due:

June 7, 2022 by 3 p.m.

Bids will be opened publicly in the City Hall Conference room immediately after the bid deadline.

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Conference & Site Visit.** There will be no pre-bid conference for this project.
2. **Time of Completion and Liquidated Damages.** The services to be performed under this IFB shall commence on the date of Notice to Proceed and be fully completed within the resulting contract term.
3. **Licenses.**

Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- Valid Operating Permit for towing from Palm Beach County. Permit shall be valid for minimum of three (3) years calculated from IFB advertising date.
- Any other license as required by the local, state, and federal law

All bidders are required to maintain, a current, valid licenses relevant to offered service at the time of bid submittal or its bid may be disqualified. Failure to submit all required licensing if/when requested may result in rejection of the bid.

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Construction Bond.** Not required for this project.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations or completed operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected bidder shall maintain Garage Keepers Legal Liability policy at minimum level of \$250,000.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the City's sole discretion.

Each bidder shall have valid operating permit from Palm Beach County for a minimum of three (3) years. Three (3) year time-frame shall be calculated from IFB advertising date. The City reserves the right to reject any Bidder that does not have required minimum qualifications or does not provide the documents to support minimum qualifications requirements.

Complete Form B2 – Bidder's Qualifications Form

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. **HOW TO SUBMIT A BID:**

a. **The original and one (1) electronic copy maximum size of 5 MB file on USB drive of the bid must be submitted in a sealed envelope, marked on the outside of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:**

**City of Lake Worth Beach, City Hall
Financial Services Office - Procurement
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460**

No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, shall be rejected. The time of receipt shall be determined by the time clock located in the Financial Services. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Bidders may deliver bids directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If bids are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586-1770 in advance.** Bidders are responsible for ensuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all exhibits, addendum including all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Cover Sheet
 - B2 Bidder's Minimum Qualifications
 - B3 Bid
 - B4 Schedule of Unit Prices
 - B5 Substitution Sheet
 - B6 Schedule of Subcontractors
 - B7 Reference List
 - B8 Non-Collusion Affidavit
 - B9 Drug Free Certification
 - B10 Campaign Contribution Statement
 - B11 Scrutinized Companies Certification
 - B12 Veteran Business Enterprise, Small Business and/or Local Business Preference Form
- All applicable Licenses**

All additional documentation as specified in solicitation document.

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Financial Services office. All bids must be submitted on the provided Bid forms and **signed by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF IFB SUBMISSION PACKAGE.

a. It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid or any other required document may be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. By submitting a bid, the Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from

the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to City. Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless deviations have been deemed acceptable by City. Request for exceptions must be submitted during the question and answer period of this Invitation for Bid as per instructions in Paragraph 6 of this document.

5. **BID PRICES.** All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Unit Prices. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. **SUBSTITUTIONS.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be submitted **during the bidding questions and answers** process on the Substitution Sheet. An explanation must be made for each item in which the exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement may be considered non-responsive. The City will be the sole judge of whether an alternative product is equivalent or superior to the listed product. The City reserves the right to waive immaterial variations in the specifications.

7. **SUBCONTRACTING.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Bidder shall submit for the City's review and approval, as part of his/her bid submission, a sample copy of his/her company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. **BID BONDS OR DEPOSITS.** **NOT APPLICABLE FOR THIS IFB**

9. **CERTIFICATION AND LICENSES.** Each Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth Beach prior to contract execution.

10. **NO LOBBYING – CONE OF SILENCE.** In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for bids in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than five hundred dollars (\$500.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB. FAILURE TO INCLUDE THE CAMPAIGN CONTRIBUTION STATEMENT WILL CAUSE YOUR BID TO BE REJECTED.

12. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City for 36 months following the date of being placed on the convicted vendor list.

12.1 SCRUTINIZED COMPANIES. The following provision shall be included or incorporated within the resulting contract:

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

13. E-VERIFY. The following provision shall be included or incorporated within the resulting contract:

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Contractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;

B. Secure an affidavit from all Contractors (providing services or receiving funding under this Agreement)

stating that the Contractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all Contractor affidavits for the duration of this Agreement and provide the same to the City upon request;

D. Comply fully, and ensure all Contractor s comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement

14. **INQUIRIES AND ADDENDA.** Bidders shall notify the Procurement Division promptly of any error, omission, or inconsistency that may be discovered during examination of the Bid Documents and the proposed work site if applicable. Requests from Bidders for interpretation or clarification of the Bid Documents shall be submitted at **lakeworthbeachfl.bidsandtenders.net** or emailed to the Procurement Division of Financial Services at **purchasing1@lakeworthbeachfl.gov** and shall arrive no later than **May 24, 2022 at 4 p.m.**

Interpretations, corrections, material substitution requests or changes, if any, to the Bid Documents shall be made by Addenda. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addenda. Any addenda or other modification to the IFB documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the IFB directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda on the bid form. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum. Questions or requests for clarification directed to any other member of the City staff may be grounds for rejection of the bid as being irregular.

15. **ACCEPTANCE; REJECTION; CANCELLATION.** In accordance with the City’s procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to investigate all bids, references and inspect all facilities of bidders. Any bid received without an authorized signature or after the submittal deadline may be rejected.

Any withdrawal or cancellation of this IFB, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. If a bid is late or unsigned, the City reserves the right to investigate the matter further and make a determination as to the materiality of the matter. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains

prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; and/or, 7) bids are in excess of the approved budget for the project.

16. **SELECTION OF BIDDER WITH WHOM TO CONTRACT.** It is the intention of the City to award this IFB to the bidder or bidders who is/are determined to be the most responsive and responsible bidders taking into consideration the highest revenue, lowest cost to the City, and the claimed preferences. If more than one bidder is to be awarded, the City will in its sole discretion determine how the award will be allocated among the selected bidders taking into consideration the difference in the awarded bids and an allocation that represents the City's best interests. For example, the allocation may be into zones, which may or may not be of equal size or equal service needs.

Points will be calculated as follows:

(1) Schedule A - Anticipated Revenue to the City: Maximum 100 Points

25% of the maximum listed towing rate x estimated annual tows for all categories = Total Schedule A
(Maximum Total = 48,925.00 = 100 points)

Bidder's points will be calculated using the following formula:

Bidders total offer for Schedule A / 48,925 X 100 = Bidders Points

(2) Schedule B - Anticipated Cost to the City: Maximum 100 Points
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Lowest Offer for Schedule B = 100 points

Bidder's points will be calculated using the following formula:

Lowest Bidder Total for Schedule B / Bidder Total for Schedule B X 100 = Bidders Points

(3) Bidder claiming Veteran Business Enterprise Preference, Local Business Preference or Small Business Preference: Maximum 5 points

Each Bidder may be assigned maximum of 205 points
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To be considered responsive, bidder's bid shall substantially conform in all material respects to the requirements and criteria set forth in this IFB. This includes such aspects as following bid instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this IFB, a bid that deprives the City of the assurance that the resulting contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered a responsible bidder, the bidder shall have the capability in all respects to fully perform the requirements identified in this bidding documents. The bidder shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if bidder is responsible by taking into consideration the bidder's past performance on any contract involving similar work and/or services; the bidder's skill and business judgment; the bidder's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the bidder's experience, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

The City is not obligated to accept the lowest cost bid or highest revenue bid and is not responsible for bid preparation costs. The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which is deemed to be in the best interest of the City consistent with the criteria set forth herein.

17. POSTING OF AWARD TABULATIONS. The selected bidder(s) will be notified in writing with intent to award a resulting contract(s). Recommended award(s) will be available for review by interested parties at the Financial Services office.

17. CONTRACT. The City and successful bidder(s) will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with a selected bidder, the City reserves the right to select the next responsive and responsible bidder based on the bid tabulation and to contract with said bidder.

19. PROCUREMENT CODE. The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

20. COSTS. All costs incurred by any party in responding to this IFB are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

21. PROTEST PROCEDURE. *Please see* section 2-115 of the City's Procurement Code for the procedure.

22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Financial Services Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth Beach.

24. VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE. Section 2-117 of the City's Code of Ordinance shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this IFB. **Documentation to support a Bidder as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the IFB in addition to filling out the form B12.** Documentation submitted after the proposal deadline will be rejected.

The order and application of preferences is as follows: For all preferences set forth in this IFB, only one preference may be identified in a response to this solicitation. In an event of a tie, for the purpose of

determining the best value in the award of an IFB where more than one bidder identifies a preference, the Veteran Business Enterprise preference shall take precedence over the Local Business preference, and the Local Business preference shall take precedence over the Small Business preference.

25. PROPERTY OF THE CITY. All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

26. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this IFB, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

27. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

28. OFFICE OF THE INSPECTOR GENERAL. In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

29. WARRANTY TERMS. Successful Bidder(s) shall fully warrant services and materials against poor and inferior quality or workmanship and provide standard manufacturer's warranty as applicable.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

EXHIBIT “A”

IFB # 22-107 Vehicle Towing and Storage Services

SCOPE OF WORK/SERVICES

The City of Lake Worth Beach is seeking bids from individuals or firms to provide **Vehicle Towing and Storage Services** for all City-wide needs. Firms must be properly licensed to conduct towing services within Palm Beach County.

The selected Bidder(s) will be required to provide twenty-four (24) hour towing services, 365 days per year to the City of Lake Worth Beach. If the award is to two or more Bidders, the City may divide the City of Lake Worth Beach into towing zones consistent with the applicable bids and in the best interests of the City. The zones may not necessarily be of equal service area or of equal service needs.

The resulting contract(s) will be issued in accordance with section 166.043, Florida Statutes, as amended for towing vehicles and vessels.

Administrative fee or charge on the price list offered to the City shall not exceed 25 percent (25%) of the maximum listed towing rate.

DEFINITIONS

All of the selected Bidder(s)'s towing vehicles must meet or exceed the following requirements and be commercially manufactured and meet all federal transportation and tow truck requirements.

Class A - Tow Truck

1.	Minimum gross weight	14,500 lbs.
2.	Minimum boom capacity	16,000 lbs.
3.	Minimum winching capacity	8,000 lbs.
4.	Minimum cable size and length	3/8" x 100'
5.	Minimum wheel lift retracted rating	5,000 lbs.
6.	Minimum wheel lift extended rating	4,000 lbs.
7.	Minimum tow sling safe lift	3,500 lbs.
8.	Minimum safety chains (2 each)	5/16" grade 70
9.	Minimum cab to axle dimension	60"

Class A - Car Carrier

1.	Minimum gross weight	15,000 lbs.
2.	Minimum deck capacity	10,000 lbs.
3.	Minimum length	19'
4.	Minimum winching capacity	8,000 lbs.
5.	Minimum cable size and length	3/8" x 50'
6.	Minimum tie down chains (4 each)	5/16" grade 80
7.	Tie down straps (optional) (4 each)	2,000 lbs. ea. wheel
8.	Minimum cab to axle dimension	120"

Class B - Tow truck

1.	Minimum gross weight	19,000 lbs.
2.	Minimum boom capacity	24,000 lbs.
3.	Minimum winching capacity	dual 12,000 lbs.
4.	Minimum cable size and length	7/16" x 150'
5.	Minimum wheel lift retracted rating	10,500 lbs.
6.	Minimum wheel lift extended rating	6,500 lbs.
7.	Minimum tow sling safe lift	3,500 lbs.
8.	Minimum safety chains (2 each)	3/8" grade 80
9.	Minimum cab to axle dimension	96"
10.	Required State DOT Registration	

Class B - Car Carrier

1.	Minimum gross weight	22,500 lbs.
2.	Minimum deck capacity	10,000 lbs.
3.	Minimum wheel lift capacity for 2 nd vehicle	4,000 lbs.
4.	Minimum length	19'
5.	Minimum winching capacity	8,000 lbs.
6.	Minimum cable size and length	3/8" x 50'
7.	Minimum tie down chains (4 each)	5/16" grade 80
8.	Tie down straps (optional) (4 each)	2,000 lbs. ea. wheel
9.	Minimum cab to axle dimension	120"
10.	Required State DOT Registration	

Class C - Tow truck

1.	Minimum gross weight	33,000 lbs.
2.	Minimum boom capacity	50,000 lbs.
3.	Minimum winching capacity	50,000 lbs.
4.	Minimum cable size and length	5/8" x 150'
5.	Minimum wheel lift retracted rating	40,000 lbs.
6.	Minimum wheel lift extended rating	12,000 lbs.
7.	Minimum tow bar	10,000 lbs.
8.	Minimum safety chains (2 each)	1/2" grade 80
9.	Minimum cab to axle dimension	156"
10.	Required State DOT Registration	
11.	Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes.	

Class D - Tow Truck

1.	Minimum gross weight	58,000 lbs.
2.	Minimum boom capacity	100,000 lbs.

3.	Minimum winching capacity	100,000 lbs.
4.	Minimum cable size and length	3/4" x 250'
5.	Minimum wheel lift retracted rating	40,000 lbs.
6.	Minimum wheel lift extended rating	15,000 lbs.
7.	Minimum heavy duty towbar rating	10,000 lbs.
8.	Minimum safety chains (2 each)	1/2" grade 80
9.	Minimum cab to axle dimension	18'
10.	Required State DOT Registration	
11.	Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes. Tandem axles required.	

Other Equipment

1.	Four Wheel Drive vehicle with 4,000 lb. winch capacity for beach towing
2.	Low-boy to transport large scale City trucks approx. 58,000 lbs. and 48' in length – This Vehicle may be subcontracted

After Hour Gate Fee: Applied outside of the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when:

1. Impounded vehicles are recovered by the owner or authorized driver/agent; or
2. The owner or authorized driver/agent wishes to recover property from an impounded vehicle.

Drop Rate Charge: When the vehicle owner or authorized driver/agent arrives at the scene prior to the vehicle being removed or towed from the property, the vehicle shall be disconnected from the tow truck and the vehicle owner or authorized driver/agent shall be allowed to remove the vehicle without interference upon payment of the drop rate charge.

Extra Time at Scene: First one-half hour to be included in the initial cost per call. Charges are in fifteen (15) minute intervals. All extra time/labor shall be documented by the selected Bidder(s) and shall include the name of the officer and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.

Vehicle: Any mobile item which normally uses wheels, whether motorized or not. Throughout the document, reference to Vehicle shall also refer to vessel. Vessel means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water.

REQUIRED EQUIPMENT

If awarded a contract, the selected Bidder(s) is to provide the minimum number of wreckers required to service the City account based on estimated number and type of tows annually. The vehicles may be owned or leased or available through a subcontract if identified in the vehicle definition section. If additional wreckers in any or all classes are required to handle the volume of tows requested under this contract, the selected Bidder(s) is to provide them at no cost to the City. The selected Bidder(s) must maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The City will be given preference on any call for service.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the selected Bidder(s) as an emergency vehicle. The selected Bidder(s) shall have all required equipment available within thirty (30) minutes of notification. All towing equipment shall have a current Palm Beach County Towing Operator Permit and a valid Inspection Approval Decal on the equipment. The Palm Beach County Vehicle Inspection Form is not required for the four-wheel drive and low-boy. Equipment listed in this IFB shall be outfitted at all times with equipment designated on Palm Beach County Vehicle Inspection Form.

REQUIRED FACILITIES

The selected Bidder(s) will maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations on a 24 hour, 7 day a week basis. The facilities must be of a sufficient size and capability to accommodate all wrecked, abandoned and otherwise towed vehicles during the term of this agreement until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The terms storage facility and compound are interchangeable in meaning.

The selected Bidder(s) must maintain a Principal Compound of not less than 50 vehicle capacity (meeting all required specifications outlined herein) within fifteen (15) miles of the City limits. The Principal Compound shall be open and manned for vehicle receipt or release Monday through Friday, 8:00 a.m. to 6:00 p.m. Any other times would be by appointment in which the After Hour Gate fee would apply. Access to the area where vehicles are being held as "evidence" shall be limited to authorized personnel only.

The selected Bidder(s) shall have available space for properly accommodating and protecting all motor vehicles entrusted to his/her care. All property used for storage of vehicles shall be completely enclosed by a 6 foot high fence topped with barbed wire or a painted 6-foot high louvered concrete wall topped with barbed wire. The fence or wall must be of adequate size to discourage theft of any vehicle or any property being stored inside.

Subsidiary Compounds:

All Subsidiary Compounds must be located within Palm Beach County under the following conditions:

1. After vehicle is moved from the Principal Compound, the selected Bidder(s), at the request of the vehicle's owner or PBSO, shall promptly return the vehicle to the Principal
2. Compound for release to the owner or inspection by PBSO at the selected Bidder(s) sole cost and expense. In the case of an owner's request, the selected Bidder(s) has the option of transporting the owner to the location of the vehicle at the Respondent's sole cost and expense.
3. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to or from a subsidiary compound. The uses of subsidiary compounds are for the convenience of the Respondent.
4. Any changes to compound location must have prior written approval by authorized City staff.

Storage location site shall meet or exceed Palm Beach County Towing Ordinance requirements and all applicable City/County zoning requirements.

COMMUNICATION STANDARD

The selected Bidder(s) shall have a twenty-four (24) hour telephone number answered by an individual employed by the selected Bidder(s) (no phone service or other similar subcontracted services) that has the ability to dispatch a tow truck and towing services. The selected Bidder(s)'s call taker/dispatcher shall have radio or cell phone access to their service trucks.

EXPERIENCE MINIMUM

The selected Bidder(s) must be regularly engaged in the towing Business and shall have operated under the name used (supported by associated Federal I.D. number) for this IFB submittal a minimum of three (3) years and shall have obtained an operating Permit from Palm Beach County for a minimum of three (3) years. Three (3) year time-frame shall be calculated from IFB advertising date. The City reserves the right to reject any Bidder that does not have requirement minimum qualifications or does not provide the documents to support minimum qualifications requirements.

TOWING RATES AND STORAGE RATES

Rates that may be charged by the selected Bidder(s) for Towing and or Storage shall be in accordance with the Palm Beach County Towing Ordinance. Current rates are attached in Appendix "A". The selected Bidder(s) is responsible for ensuring that the charge rates are up to date during the term of the resulting contract.

TOWING SERVICES

The selected Bidder(s) will be responsible for providing towing services during the contract term 365 days per year for the City or its assigned zone (in the event of multiple awards).

If the City awards to two Bidders, the City anticipates that the City will be divided into at least two zones. By way of example and not as a limitation of the City's right to award to one or more than two (2) bidders, Zone A and Zone B would conceptually be divided as follows:

Zone A. Zone A will encompass the northern portion of the City and Zone B will encompass the southern portion. The dividing line between the two zones will start at the western most border of the City on Lake Worth Rd and continuing east until the rotary where it will follow along Lucerne Ave until it reaches the bridge across the inter coastal waterway. From this point the eastern boundary of Zone A will extend north to the City border and then follow the border east until it reaches the western City border where it will extend south until it reaches Lake Worth Rd and completes the zone. To avoid confusion Lake Worth Rd and Lucerne Ave, being the dividing lines between the zones, will be considered to be in Zone A.

Zone B. The north border of Zone B will follow the same line from the western border of the City along Lake Worth Rd and down Lucerne Ave until it reaches the bridge across the inter coastal waterway and then continue over and follow the City's border around the beach property and then return back and turn south until it reaches the southern-most border of the City. From this point the southern boundary of Zone B will follow the south border of the City west until it turns north. The Western boundary of Zone B will then follow the west border of the City until it reaches Lake Worth Rd and completes the zone.

A map outlining the above mentioned potential zones is attached as an Appendix "B" to this IFB. However, the City reserves the right to award to one Bidder or more than two Bidders depending on the bids received and in comparing the bids received against the criteria set forth in this IFB.

PBSO Directed

The selected Bidder(s) shall tow vehicles incapacitated as a result of an accident and the owner cannot or will not secure the services of his/her own towing service. The selected Bidder(s) shall tow other vehicles upon request by PBSO.

The selected Bidder(s) will be given first call for all wrecker services requested by the City unless a motorist makes a specific request for another wrecker. The City reserves the right to request another wrecker

service in an emergency situation. The selected Bidder(s) shall charge for the tow and/or storage of any vehicle directly to the owner or operator thereof, and not to the City. The charges will be in accordance with the proposed rate schedule. Vehicles towed and/or stored under the provisions of this contract shall only be taken to the approved storage location or to a location approved by the owner for a non "Hold" vehicle.

City Directed

The selected Bidder(s) shall tow upon request of the City's Representative or their designee any City-owned vehicle in need of a tow. This service includes but is not limited to towing vehicles to the nearest authorized repair center in Florida, auction sites, City facilities, or from an accident scene. The City will make all efforts to only request a tow for vehicles that are not road safe or cannot be driven on the roadway.

The selected Bidder(s) is not required to provide towing or retrieval of vehicles/vessels sunken in lakes, canals, or the ocean at no charge. The City may request a quotation should this situation arise.

Towing – Code Enforcement

The selected Bidder(s) shall furnish towing service for the removal of junk or abandoned vehicles on private and public property within the City limits whenever such services are dispatched or required by the City between the hours of 8:00am to 5:00pm.

STORAGE SERVICES

PBSO Directed

The selected Bidder(s) shall provide inside and outside storage facilities and charges for the storage and processing of the impound in accordance with proposed rates.

City Directed

Storage of City Vehicles shall be at the proposed City Storage rate.

RESPONSE TIME

The selected Bidder(s) shall respond within thirty (30) minutes with appropriate towing equipment to handle a towing call requested by any authorized representative of the City.

In the event that the call for a wrecker is for a non-emergency towing service of a City vehicle, then the response time shall be sixty (60) minutes or when advance notice is provided, the selected Bidder(s) shall perform the tow on the scheduled date and time. The selected Bidder(s) shall be ready with appropriate towing equipment to handle the call.

When the driver is present at the scene, the selected Bidder(s)'s representative shall provide to the driver of the vehicle being towed a contact card with their company information, driver name, and location where the vehicle is being towed to.

The selected Bidder(s) assumes all liability in meeting the required response time including, but not limited to, all damages resulting from traffic accidents and motor vehicle infraction fines. The City may conduct periodic reviews of response time to verify that the selected Bidder(s) is in compliance.

The following late fees shall apply to the selected Bidder(s), for failure to respond within the required time frame during the term of the contract:

a.	First Offense	Verbal warning
b.	Second Offense	A certified letter of warning by e-mail or regular mail
c.	Third Offense	\$100.00 late fee for each infraction or suspension, at the City's option
d.	Fourth Offense	\$500.00 late fee for each infraction or suspension, at the City's option
e.	Any further Offense	\$1,000.00 late fee for each infraction or suspension, at the City's option

If the selected Bidder(s) can show extenuating circumstances beyond their control, the selected Bidder(s) may appeal a fine or suspension and submit to the City a written document clearly detailing extenuating circumstances beyond their control — i.e. Hurricane Debris, weather conditions, rail road crossing closed.

Written appeal shall be submitted to the attention of the City's Manager, within five (5) days of offense letter from the City in order to be considered. The City Manager shall consider all appeals and the City Manager's decision shall be final.

SERVICE CALL CANCELLATION

The City reserves the right to cancel a request for services of the selected Bidder(s) at any time, including up to the time of hook-up of the vehicle. The selected Bidder(s) shall agree that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

SITE CLEAN-UP

The selected Bidder(s) when towing vehicle(s) from the scene of an accident will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident. The cost of such normal accident cleanup shall be included in the basic towing rate and no separate charge made to the City or vehicle owner. Normal accident clean up includes items such as oil dry, or other necessary chemicals to clean the site. If clean-up results in excess of thirty (30) minutes the selected Bidder(s) may bill the owner(s) of the vehicle(s) at the Palm Beach County rates.

In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional selected Bidder staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner. Such unusual circumstance would include the spillage of what the vehicle was hauling. The owner of the vehicle may be charged for clean-up of hazardous wastes, chemicals, construction debris and spilled loads.

ADMINISTRATIVE CHARGES

All disputes concerning the selected Bidder(s)'s ability to meet the specified requirements of the agreement will be referred to the City's Public Works Director to determine the merits of the dispute.

The City and selected Bidder(s) acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due any failures in performance of this agreement. Accordingly, the selected Bidder(s) agrees to the established terms and amounts of the administrative charges set forth herein, and the selected Bidder(s) agrees that the administrative charges are reasonable under the circumstances. The selected Bidder(s) has consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the selected Bidder(s)'s breach of the resulting contract.

Procedure for Assessing Administrative Charges

The City's Contracts Manager Representative shall conduct a preliminary evaluation of the relevant facts before the Contract Manager Representative decides whether administrative charges should be assessed against the selected Bidder(s). At a minimum, the Contract Manager Representative shall provide written notice to the selected Bidder(s), and offer to discuss the relevant facts with the selected Bidder(s) within five (5) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Contract Manager Representative shall determine whether administrative charges should be assessed. However, the City shall not assess and the selected Bidder(s) shall not be required to pay administrative charges in those cases where the delay or failure in the selected Bidder(s)'s performance was (a) excused in advance by the Contract Manager Representative or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the selected Bidder(s).

Prior to assessing administrative charges, the Contract Manager Representative shall provide written notice to the selected Bidder(s), indicating the City's intent to assess administrative charges and the basis for the City's position.

After receiving the Contract Manager Representative's letter, the selected Bidder(s) shall have ten (10) Operating Days to file a written letter of protest with the Contract Manager Representative.

If a protest is timely filed, the matter shall be referred to the City Manager for resolution. The City Manager shall review the issues in a timely manner and then provide a written decision to the selected Bidder(s). The City Manager's decision shall be final and non-applicable.

If a protest or petition is not timely filed by the selected Bidder(s), or if the City Manager concludes that administrative charges should be assessed, the selected Bidder(s) shall deliver its payment of administrative charges to the Contract Manager Representative within twenty (20) days of receiving the written decision of the Contract Manager Representative or City Manager, as applicable. If the selected Bidder(s) fails to pay an administrative charge when due, the City may pursue collection efforts.

PERSONNEL

The selected Bidder(s) shall dispatch qualified and trained employees of the Bidder for all tow requests assigned to the selected Bidder(s). The selected Bidder(s) agree to have in its personnel file, a Department of Motor Vehicles (D.M.V.) report on each driver that it updates annually. The selected Bidder(s) agrees to ensure that all drivers possess a valid driver's license for the vehicle in which they are operating. All drivers used on City calls shall be uniformed, clean, courteous, sober and competent in operating skills and communicate in English with the City contact person.

The selected Bidder(s) agrees to be responsible for such drivers. All such employees, dealing with the public under the resulting contract, shall be identified by name through the use of a tow badge, name tag or embroidered name on his or her uniform.

The selected Bidder(s) agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As the resulting contract is very sensitive in nature and requires the selected Bidder(s) and his or her personnel to deal with the public on a daily basis, the selected Bidder(s) are required to extend common courtesies such as:

- a) Expedite release of the vehicle in accordance with the terms of this contract.
- b) Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- c) Allow the owner to remove the auto tag and any unattached personal possessions.
- d) Explain fully and politely the reason for the tow and all charges levied.

- e) If a dispute occurs, attempt to resolve the dispute promptly and politely. If it cannot be resolved to satisfactorily, the dispute shall be reported to the City no later than the next business day.
- f) Customers shall be referred to Palm Beach County Consumer Affairs to file complaints regarding towing disputes.

BENEFIT FROM REPAIR

The selected Bidder(s) shall not solicit to provide automotive/vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business directly, or indirectly for any vehicle towed pursuant to this agreement. **If the selected Bidder(s) has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses he or shall so state in his or her proposal, and list the specifics.** If during the term of the resulting contract, including any option terms, the selected Bidder(s) acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, the selected Bidder(s) shall immediately notify the City in writing. Failure to do so could result in termination for cause.

At the scene of the vehicle tow, the selected Bidder(s) or any Agent thereof, shall not ask/solicit to provide or make referrals for vehicle repair, paint and body, salvage, junkyard or recycling business directly or indirectly for any vehicle towed pursuant to this agreement.

In accordance with Florida Statute, Chapter 119 and Section 316.066, the selected Bidder(s) shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. The selected Bidder(s) shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to attorneys, media, or firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. The selected **Bidder(s) shall further comply with the requirements of Florida Statute 316.066(2).**

LIABILITY/PROTECTION OF VEHICLES AND PROPERTY

The selected Bidder(s)'s liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The selected Bidder(s) will have their employee, representative, or agent complete a Vehicle Storage receipt (Tow Slip) for each towed vehicle unless PBSO has furnished one to the selected Bidder(s). One copy shall be maintained by the selected Bidder(s) as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle.

The Vehicle Storage Receipt shall contain the following information:

- a) Make of vehicle and type.
- b) License number and VIN number.
- c) A list of all personal property contained in the vehicle to be towed.
- d) General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- e) Any extra waiting time or Hazardous Waste charges authorized by officer at the scene.

The selected Bidder(s) shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property in any vehicle towed under the authority of this contract. In the event of a complaint of missing items from the vehicle, the selected Bidder(s) will cooperate with PBSO in an

investigation pertaining to the missing items, which will include making the tow driver or lot personnel available to PBSO.

The selected Bidder(s) shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the selected Bidder(s). Personal property contained in vehicle(s) which are removed and stored by the selected Bidder(s) shall NOT be disposed of by the selected Bidder(s) to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

The selected Bidder(s) agrees to replace any such articles(s) upon verification of the loss by the designated investigative agency representing the City of Lake Worth Beach.

RELEASES

The selected Bidder(s) shall directly release any vehicle towed as a result PBSO or City directed from a Parking Facility providing the proper proof of identification and ownership is presented as well as valid current insurance if a vehicle is driven off of the storage facility. The selected Bidder(s) shall release any vehicle towed in at the request of PBSO only to the person whose name appears on the title or registration certificate or to the authorized agent of such person. In the event the selected Bidder(s) is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will sign the selected Bidder(s)'s copy of the inventory receipt.

The process will be governed by F.S. 323.001 and the City will fax and or email such notice to the selected Bidder(s).

OWNER NOTIFICATION

The selected Bidder(s) agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713. The Bidder agrees to maintain a log at the place of business listing date, time, and method of notification.

All inventory records of personal property in the vehicles which have been towed shall be made in duplicate, and signed by the selected Bidder(s) or its agent. One copy shall be maintained by the selected Bidder(s) as a permanent record and one copy of the inventory shall be available to the owner/operator.

The selected Bidder(s), immediately upon impounding or removing any vehicle, shall prepare, without charge, a written report of the description of the vehicle, which report shall include:

- a) Make & Model of the vehicle
- b) License Number
- c) Vehicle Identification Number
- d) Name, Address & Phone Number of Towing Service
- e) Towing Rates
- f) Storage Rates
- g) Facility to Which Vehicle Was Towed

REPORTS

The selected Bidder(s) shall submit to the City's Representative, by the **10th** of each month, the previous calendar month report. **ALL REPORTS MUST BE COMPLETED ON A CALENDAR MONTH BASIS.** The

form of the reports shall be determined by the selected Bidder(s), but are subject to the approval of the City.

Excessive Storage Report

The selected Bidder(s) shall prepare a report detailing each vehicle that received services pursuant to the resulting contract which was not claimed within thirty (30) days of the towing of such vehicle.

Towing Activity Report

A detailed list of each tow to include:

- a) Tow Date
- b) Tow Class
- c) Case Number
- d) Reason for Tow
- e) Tag Number
- f) VIN Number
- g) Mileage
- h) Days of Storage
- i) Total Billed
- j) Service call number assigned by City.
- k) Type of tow such as accident, parking, abandoned City vehicle, etc.
- l) Call dispatched by PBSO, The City

Vehicle Release Report

- a) A detailed list of vehicles released or disposed to include:
- b) All information contained in the Towing Activity Report.
- c) Date vehicle released or disposed of.
- d) Method of disposition such as: release to owner, release to City, auction.
- e) A complete breakdown of all charges with a grand total, including sales taxes as applicable.

PICTURES

The selected Bidder(s) and/or their personnel may document the scene of any incident via video or photographs, however, the images shall not be made public without the written consent from the City/PBSO. Any images shall be available for review upon request by the City for investigative purposes and/or prior to release. In accordance with Florida Statute Chapters 119 and 316, the selected Bidder(s) shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to attorneys, media, or firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner. **The selected** Bidder(s) shall further comply with the requirements of Florida Statute 316.066(2).

COST RECOVERY FEE

The City provides administrative support to manage the towing service within the City. The selected Bidder(s) shall remit the cost recovery fee to the City on a monthly basis at the beginning of each month. The amount due to the City shall be paid within twenty-five (25) days of the due date.

Payment shall be submitted to:

City of Lake Worth Beach
Attn: Financial Services Department
7 North Dixie Highway
Lake Worth Beach, FL 33460

If the monthly remittance is delinquent, a late charge of \$50 shall be applied for the first offense and a charge of \$100 for any offense thereafter. If the remittance is more than twenty-five (25) days late, selected Bidder(s) is subject to suspension or cancellation at the City's sole option. The selected Bidder(s) who fails to remit payment within 30 days shall be considered in default, removed from service and the City will take appropriate actions to terminate the resulting contract.

(B1)

BID PACKAGE COVER SHEET

Project Title: **IFB # 22-107 Vehicle Towing and Storage Services**

Bidder Name: **PRIORITY TOWING, INC.**

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Minimum Qualifications (B2)
- _____ 3. Bid (B3)
- _____ 4. Schedule of Unit Prices (B4)
- _____ 5. Substitution Sheet (B5) - If none, mark "none".
- _____ 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- _____ 7. Reference List (B7)
- _____ 8. Affidavit of Prime Bidder re Non-collusion (B8)
- _____ 9. Drug Free Certification (B9)
- _____ 10. Campaign Contribution Statement **(must be submitted)** (B10)
- _____ 11. Scrutinized Companies Certification **(must be submitted)** (B11)
- _____ 12. Veteran Business Enterprise, Small Business and/or Local Business Preference Form (B12) and supporting documents **(must be submitted with supporting documentation if preference is requested by bidder)**
- _____ 13. Addendums Acknowledgment (if any issued)
- _____ 14. Licenses

Clearly mark the outside corner of the envelope with the IFB number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL, and ONE (1) ELECTRONIC COPY on USB Drive
maximum size of 5 Mb of your Bid package.**

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

IFB # 22-107 Vehicle Towing and Storage Services

Bidder's Minimum Qualifications

Bidder must be regularly engaged in the towing business and shall have operated under the name used (supported by associated Federal I.D. number) for this IFB submittal a minimum of three (3) years and shall have obtained an operating Permit from Palm Beach County for a minimum of three (3) years. Three (3) year time-frame shall be calculated from IFB advertising date.

Each Bidder must provide three (3) similar towing projects in the recent five (5) years using below documentation and list of completed projects confirming three (3) years of experience to satisfy the minimum qualifications requirements.

The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references. **Bidder shall not use City of Lake Worth Beach Employees as their references.**

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: PRIORITY TOWING

PROJECT **(FIRST PROJECT)**

Name of Project: CITY OF LAKE WORTH BEACH

Project Location: 7 NORTH DIXIE HWY, LAKE WORTH BEACH, FL 33460

Description of Project: VEHICLE TOWING AND STORAGE SERVICES

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor:

PROVIDE TWENTY-FOUR (24) HOUR , 365 DAYS PER YEAR VEHICLE TOWING AND STORAGE
SERVICES FOR ALL CITY-WIDE NEEDS FOR OVER 20 YEARS CONTINUOUS CONTRACT
WHEN IT WAS ITS OWN ENTITLY BEING FIRE AND POLICE 2000-PRESENT
PBSO LAKE WORTH BEACH CONTRACT FROM 07/2019-PRESENT

Description of any Change Orders: NONE

Contract Amount: _____ ----N/A----

Project Start Date: _____ 07/2019

Project End Date: _____ STILL ONGOING

Owner/Contact Name & Title: _____ AARON COCUZZO, OWNER AND PRESIDENT

Phone Number: _____ 561-533-5573

Fax Number: _____ 561-533-5589

Email Address: _____ prioritytow7305@bellsouth.net

PROJECT **(SECOND PROJECT)**

Name of Project: _____ VILLAGE OF WELLINGTON

Project Location: _____ 12300 FOREST HILL BLVD, WELLINGTON, FL 33414

Description of Project: _____ VEHICLE TOWING AND STORAGE SERVICES

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor:

PROVIDE TWENTY-FOUR (24) HOUR , 365 DAYS PER YEAR VEHICLE TOWING AND STORAGE
SERVICES FOR ALL CITY-WIDE NEEDS POLICE DIRECTED TOWS AND ALL CITY OWNED VEHICLES
ABILITY TO TOW ALL CLASS A B C D TOWING

Description of any Change Orders: _____ NONE

Contract Amount: _____ ----N/A----

Project Start Date: _____ 10/2018

Project End Date: _____ STILL ONGOING

Owner/Contact Name: Title: _____ AARON COCUZZO, OWNER AND PRESIDENT

Phone Number: 561-533-5573
Fax Number: 561-533-5589
Email Address: prioritytow7305@bellsouth.net

PROJECT (THIRD PROJECT)

Name of Project: CITY OF GREENACRES
Project Location: 5800 MELALEUCA LANE, GREENACRES, FL 33463
Description of Project: VEHICLE TOWING AND STORAGE SERVICES

Describe the project elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor:

PROVIDE TWENTY-FOUR (24) HOUR , 365 DAYS PER YEAR VEHICLE TOWING AND STORAGE
SERVICES FOR ALL CITY-WIDE NEEDS FOR OVER 20 YEARS SINGLE PROVIDER
PBSO CONTRACT SINCE SINGLIE PROVIDER 02/2020
TOW ALL CITY NEEDS FIRE DEPARTMENT AND UTILITIES FROM 2000- PRESENT

Description of any Change Orders: NONE

Contract Amount: ----N/A----

Project Start Date: 02/2020

Project End Date: STILL ONGOING

Owner/Contact Name & Title: AARON COCUZZO, OWNER AND PRESIDENT

Phone Number: 561-533-5573

Fax Number: 561-533-5589

Email Address: prioritytow7305@bellsouth.net

Note: Bidders may use additional sheets with the same format to list other projects as proof of prior experience (for no more than five projects in total).

(B3)

BID

IFB # 22-107 Vehicle Towing and Storage Services

Bid of: ___PRIORITY TOWING INC._____
(Bidder Name)

Write Dollar Figure Below:

Total Bid Amount Schedule A: \$ 48,925.00

Total Bid Amount Schedule B: \$ 6,578.00

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. Bidder has carefully and to his/her full satisfaction examined the IFB, the attached Scope of Work/ and all required forms, and Bidder has read all addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance and Payment Bond (if applicable), and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed or issuance of the Purchase Order.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or in the resulting Contract.
9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth Beach.

Name

Address

N/A

N/A

Name	Address
N/A	N/A

16. Bidder acknowledges that ADDENDA NO(S). 0 have been RECEIVED and has included their provisions in their Bid.

18. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

20. Bidder wants to claim Veteran Owned Business Enterprise, Small Business and/or Local Business preference in accordance to the City's Code of Ordinances and is providing required documentation with the bid. Please state Yes/No YES

HQ Address: 7153 SOUTHERN BLVD SUITE A ST FL Zip 33413

FEIN: 65-1061257 State of Incorporation: FLORIDA

Print Name: AARON COCUZZO Title: OWNER, PRESIDENT

SIGNATURE: _____ **Date:** _____

Sales Office: 7153 SOUTHERN BLVD SUITE A ST FL Zip 33413

Sales Contact Name: AARON COCUZZO Title: OWNER, PRESIDENT

Phone: (561) 718-7084 Email: PRIORITYTOW7305@BELLSOUTH.NET

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(B4)

IFB # 22-107 Vehicle Towing and Storage Services

SCHEDULE OF UNIT PRICES

Failure to fully complete and sign this Form may result in rejection of the Bid.

Resulting contract will be issued in accordance to the Florida Statutes 125.0103 and 166.043, as amended for towing vehicles and vessels.

Schedule A. Schedule A relates to the amount of money per tow that the proposer will be remitting back to the City.

Administrative fee or charge on the price list offered to the City shall not to exceed 25 percent (25%) of the maximum listed towing rate.

SCHEDULE A

Cost Recovery Fee	Fixed County Rate	*Estimated Annual Tows	Per Tow Paid to the City	Anticipated Revenue to the City
Class A	\$167.00	1,000	\$ 41.75	\$ 41,750.00
Class B	\$248.00	25	\$ 62.00	\$ 1,550.00
Class C	\$370.00	25	\$ 92.50	\$ 2,312.50
Class D	\$530.00	25	\$ 132.50	\$ 3,312.50
Per Mile Fee				
Class A	\$7.50	N/A	N/A	\$0
Class B	\$8.50	N/A	N/A	\$0
Class C	\$10.00	N/A	N/A	\$0
Class D	\$12.50	N/A	N/A	\$0
Storage Fee	\$25.00	N/A	N/A	\$0
TOTAL ANTICIPATED CITY REVENUE	N/A	1,075	N/A	\$ 48,925.00

*Annual tows are only provided as an estimate. Bidder shall include an amount to be paid to the City per tow and multiply the amount by the estimated number of tows to determine the anticipated revenue to the City.

SCHEDULE B

Schedule B. Schedule B relates to the amount of money the City will pay for City owned vehicles.

Rate Type	Fixed County Rate	*Estimated Annual Tows	UOM	City Rate per Tow	Anticipated Cost to the City
Class A	\$167.00	5	Per Tow	75.00	\$ 375.00
Class B	\$248.00	10	Per Tow	125.00	\$ 1,250.00
Class C	\$370.00	20	Per Tow	150.00	\$ 3,000.00
Class D	\$530.00	10	Per Tow	175.00	\$ 1,750.00
Per Mile Fee		Estimated # miles		City Rate Per Mile	
Class A	\$7.50	7	Per Mile	5.00	\$ 35.00
Class B	\$8.50	7	Per Mile	6.00	\$ 42.00
Class C	\$10.00	10	Per Mile	6.00	\$ 60.00
Class D	\$12.50	11	Per Mile	6.00	\$ 66.00
Total Cost:					\$ 6,578.00

*Annual tows and miles are only provided as an estimate. Bidder shall include an amount to be paid by the City per tow or mile and multiply the amount by the estimated number of tows/miles to determine the anticipated cost to the City.

SCHEDULE C

Per Mile Fee	# of Miles from City Hall to Towing Site	County Rate- Per Mile Fee	Estimated Mile Fees to Vehicle Owners Per Tow
Class A		\$7.50	\$ 15.00
Class B		\$8.50	\$ 17.00
Class D		\$12.50	\$ 25.00

Schedule C. Schedule C relates to the amount vehicle owners should anticipate paying in per mile fees, if vehicle is towed from central City Location (use City Hall, 7 North Dixie Highway, Lake Worth beach, FL 33460) to storage site.

***Schedule C will not be used as part of the evaluation for determining the highest revenue and the lowest cost to the City.**

Name of Firm: PRIORITY TOWING, INC.

Address: 7153 SOUTHERN BLVD SUITE A ST FL Zip 33413

Phone: (561) 533-5573 Email: PRIORITYTOW7305@BELLSOUTH.NET

Print Name: AARON COCUZZO Title: OWNER, PRESIDENT

SIGNATURE: Date:

IFB # 22-107 Vehicle Towing and Storage Services

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	NO SUB CONTRACTORS NEED TO PROVIDE SERVICES		\$ 0.00
	_____ (company name)	_____ (type of work)	
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
2.	NO SUB CONTRACTORS NEED TO PROVIDE SERVICES		\$ 0.00
	_____ (company name)	_____ (type of work)	
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
3.	NO SUB CONTRACTORS NEED TO PROVIDE SERVICES		\$ 0.00
	_____ (company name)	_____ (type of work)	
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
Total dollar amount to be awarded to sub-contractors (this page)			\$ 0.00

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the City for approval prior to that sub-contractor performing any work.

(B7)

IFB # 22-107 Vehicle Towing and Storage Services

REFERENCES

Bidders shall not use City of Lake Worth Beach employees as their references for this solicitation.

1. Owner's Name & Address: VILLAGE OF WELLINGTON
12300 FOREST HILL BLVD, WELLINGTON FL 33414
Project: PROVIDE TWENTY-FOUR (24) HOUR, 365 DAYS PER YEAR VEHICLE TOWING & STORAGE SERVICES
Contact Person: ED DE LA VEGA
Telephone: () 561-791-4055 Fax: () 561-791-4045 E-Mail: N/A

2. Owner's Name & Address: CITY OF GREENACRES
5800 MELALEUCA LANE, GREENACRES, FL 33463
Project: PROVIDE TWENTY-FOUR (24) HOUR, 365 DAYS PER YEAR VEHICLE TOWING & STORAGE SERVICES
Contact Person: MIKE WILSON
Telephone: () 561-642-2084 Fax: () 561-642-2084 E-Mail: N/A

3. Owner's Name & Address: VILLIAGE OF PALM SPRINGS
226 CYPRESS LANE, PALM SPRINGS FL 33461
Project: PROVIDE TWENTY-FOUR (24) HOUR, 365 DAYS PER YEAR VEHICLE TOWING & STORAGE SERVICES
Contact Person: MICHAEL WOODS SR
Telephone: () 561-723-3855 Fax: () 561-723-3855 E-Mail: MWOOD@VPSFL.ORG

(B8)

IFB # 22-107 Vehicle Towing and Storage Services
AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the OWNER, PRESIDENT of PRIORITY TOWING INC., the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth Beach, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth Beach.
NONE (if none, write "None").
6. The following employees of the City of Lake Worth Beach, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: NONE (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) AARON COCUZZO

(Title) OWNER, PRESIDENT

STATE OF FLORIDA
(COUNTY OF PALM BEACH)

The Foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of _____, A _____, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the bidder to the same.

Notary Public Signature
Notary Seal:

IFB # 22-107 Vehicle Towing and Storage Services

DRUG FREE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that

PRIORITY TOWING, INC.

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidders Authorized Signature

Print Name: AARON COCUZZO


Date

IFB # 22-107 Vehicle Towing and Storage Services

CAMPAIGN CONTRIBUTION STATEMENT

This IFB is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

Vendor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[☒] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[☐] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. NONE contributed a total of \$ 0.00 to the campaign of City Commission member NONE.
2. NONE contributed a total of \$ 0.00 to the campaign of City Commission member NONE.
3. NONE contributed a total of \$ 0.00 to the campaign of City Commission member NONE.
4. NONE contributed a total of \$ 0.00 to the campaign of City Commission member NONE.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By:

Print Name: AARON COCUZZO

Print Title: OWNER, PRESIDENT

Print Name of Business: PRIORITY TOWING, INC.

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[**X**] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

NONE	contributed a total of \$	0.00	to my campaign.
NONE	contributed a total of \$	0.00	to my campaign.
NONE	contributed a total of \$	0.00	to my campaign.
NONE	contributed a total of \$	0.00	to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: AARON COCUZZO

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 2022.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

IFB # 22-107 Vehicle Towing and Storage Services

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, AARON COCUZZO, on behalf of PRIORITY TOWING INC.
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: _____
Name: AARON COCUZZO
Title: OWNER, PRESIDENT
Date: _____

STATE OF FLORIDA
(COUNTY OF PALM BEACH)

The Foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2022, by _____, as the _____ [title] of _____, A _____, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the bidder to the same.

Notary Public Signature
Notary Seal:

(B12)

IFB # 22-107 Vehicle Towing and Storage Services

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this IFB.

The undersigned Bidder, hereby claims the following preference:

☐ Veteran Business Enterprise

☒ Small Business

☒ Local Business

Documentation to support a Bidder as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the IFB and attached to this form. Documentation submitted after the bid deadline will be rejected.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: AARON COCUZZO

Print Title: OWNER, PRESIDENT

Print Name of Business: PRIORITY TOWING INC.

Appendix “A”

IFB # 22-107 Vehicle Towing and Storage Services

Palm Beach County

Current Maximum Non-Consent Towing Rates

Rate Type	Rate
Private Property Impound Tow Class A Class B Class C Class D No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, except: a) applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and b) “extra time at scene” when a law enforcement agency is called/involved and when the officer’s name and badge number and detailed explanation is provided.	Flat Rate \$123 Flat Rate \$217 Flat Rate \$308 Flat Rate \$308
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	\$167 \$248 \$370 \$530
Per mile fee for Police Directed Tow Class A Class B Class C Class D	\$7.50 \$8.50 \$10.00 \$12.50
Daily outdoor storage - vehicles 25' or less <u>after first 6 hours</u>	\$25
Daily outdoor storage – vehicles longer than 25' <u>after first 6 hours</u>	\$35
Daily outdoor storage - motorcycles, ATV=s, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$15
*Daily indoor storage - vehicles 25' or less <u>after first 6 hours.</u>	\$35
*Daily indoor storage - vehicles longer than 25' <u>after first 6 hours.</u> Applies to non-commercial vehicles only.	\$50
*Daily indoor storage - motorcycles, ATV=s, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$20

Rate Type	Rate
Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the tow truck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.	One-half of the posted rate for such towing service
Administrative/Lien Fee - after 24-hours, from time of police report. Must show proof that lien letter(s) have been prepared with appropriate names/addresses included and that fees have been expended.	\$50 Maximum flat fee
After Hour Gate Fee – may not be applied between the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when: a. Impounded vehicles/vessel are recovered by the owner or authorized driver/agent; or b. The owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel.	\$35
Extra Time at Scene - First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals. All extra time/labor shall be documented by the tow truck operator and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.	25% of applicable towing fee in 15 minute intervals.
Underwater Recovery - Performed by a certified/ professional diver with the written documentation and approval by the investigating law enforcement agency/ officer.	\$100 plus cost per hour (port-to-port)
Hazardous material clean-up and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates

The above maximum rates are not mandated by Palm Beach County, but they cannot be exceeded.

R:\Consumer Affairs\TOWING\2020 MaximumNonConsentTowRates.docx

Appendix “B”

IFB # 22-107 Vehicle Towing and Storage Services

Map of Potential Zone A & Zone B



ATLANTIC OCEAN



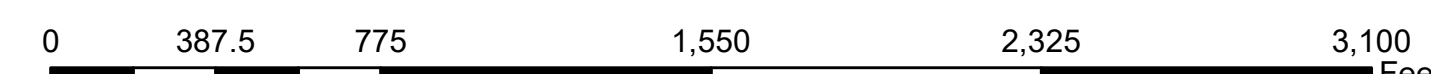
LAKE WORTH LAGOON

LAKE WORTH LAGOON



lakeworth

PREPARED BY
MICHAEL BLEVINS
THE CITY OF LAKE WORTH'S
COMMUNITY SUSTAINABILITY
GIS PLANNER
1900 2ND AVE N
LAKE WORTH, FL 33461
561.586.1645
Updated 07.16.2014



END OF IFB PACKAGE

SCHEDULE B

Schedule B. Schedule B relates to the amount of money the City will pay for City owned vehicles.

Rate Type	Fixed County Rate	*Estimated Annual Tows	UOM	City Rate per Tow	Anticipated Cost to the City
Class A	\$167.00	5	Per Tow	75.00	\$ 375.00
Class B	\$248.00	10	Per Tow	125.00	\$ 1,250.00
Class C	\$370.00	20	Per Tow	150.00	\$ 3,000.00
Class D	\$530.00	10	Per Tow	175.00	\$ 1,750.00
Per Mile Fee		Estimated # miles		City Rate Per Mile	
Class A	\$7.50	7	Per Mile	5.00	\$ 35.00
Class B	\$8.50	7	Per Mile	6.00	\$ 42.00
Class C	\$10.00	10	Per Mile	6.00	\$ 60.00
Class D	\$12.50	11	Per Mile	6.00	\$ 66.00
Total Cost:					\$ 6,578.00

*Annual tows and miles are only provided as an estimate. Bidder shall include an amount to be paid by the City per tow or mile and multiply the amount by the estimated number of tows/miles to determine the anticipated cost to the City.

SCHEDULE C

Per Mile Fee	# of Miles from City Hall to Towing Site	County Rate- Per Mile Fee	Estimated Mile Fees to Vehicle Owners Per Tow
Class A		\$7.50	\$ 15.00
Class B		\$8.50	\$ 17.00
Class D		\$12.50	\$ 25.00

Schedule C. Schedule C relates to the amount vehicle owners should anticipate paying in per mile fees, if vehicle is towed from central City Location (use City Hall, 7 North Dixie Highway, Lake Worth beach, FL 33460) to storage site.

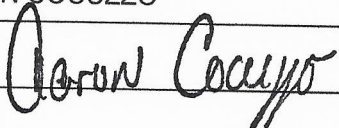
***Schedule C will not be used as part of the evaluation for determining the highest revenue and the lowest cost to the City.**

Name of Firm: PRIORITY TOWING, INC.

Address: 7153 SOUTHERN BLVD SUITE A ST FL Zip 33413

Phone: (561) 533-5573 Email: PRIORITYTOW7305@BELLSOUTH.NET

Print Name: AARON COCUZZO Title: OWNER, PRESIDENT

SIGNATURE:  Date: 7/14/22



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Administration

ITEM #2: Resolution No. 2022-33- Amend the Schedule of Fees

SUMMARY: Periodically, staff reviews the costs involved in meeting all of the Village services that are delivered to the public. As these costs increase and/or when there are issues that may require a new fee to be assessed, it is necessary to amend the fee schedule associated with these services to better address the actual impact on the Village's budget. Library Service, Code Enforcement, Parks & Recreation, the Police Department and the Village Clerk Departments have requested an amendment to the schedule of fees.

FISCAL IMPACT:

The additional revenue received is expected to offset operating expenses and promote a clean and safe community.

ATTACHMENTS:

1. Resolution No. 2022-33 Amendment to the Fee Schedule
2. Exhibit A - Schedule of Fees for FY 22-23

RESOLUTION NO. 2022-33

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE FEES FOR CHAPTER 2, DIVISION 2, OF THE VILLAGE CODE TO UPDATE THE SCHEDULE OF FEES FOR VARIOUS SERVICES, AND, RESTATING THE FEES FOR DIVISION 2, CHAPTER 38 “PARKS AND RECREATION DEPARTMENT”, AND THE “DEPARTMENT OF PUBLIC SAFETY”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to requests from Village Staff, the Village Council has determined there is a need to amend the Schedule of Fees and to restate the remaining fee schedule for Parks and Recreation, Library, and Public Safety adopted by Resolution No. 2022-07 on January 13, 2022; and

WHEREAS, Chapter 38 (Parks and Recreation), and Division 2 of the Code of Ordinances of the Village of Palm Springs, Florida, all authorize the Village Council, from time to time, to amend or establish, by Resolution, the Schedule of Fees for the department within the Village.

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

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends the fee schedule for Division 2, “Department Of Public Safety”, Chapter 38 “Parks and Recreation”, and restates in its entirety the fee structures for Administration, Village Clerk/General Government, Public Safety Department, Library, Code Enforcement Violations and Fines for Code Citations all as described in “**Exhibit A**” attached hereto and incorporated herein by reference. The Village Clerk is directed to add and/or amend these fees to the Schedule of Fees on file in the Clerk’s Office.

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

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

Resolution No. 2022-33 Amend Fee Schedule

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Appendix A		
Schedule of Fees	Resolution No. 2022-07	Proposed Resolution No. 2022-33
Village Clerk/General Government		
Lien Search Fee	\$ 150.00	
Lien Search Update (unlimited allowed within 30-days of original search)	no charge	
Lien Search for Multiple Units with more than 10 units per Parcel Control Number	\$ 45.00/ea unit	
Copies requested for public record search per Florida Statutes - Letter	\$ 0.15	
Copies requested for public record search per Florida Statutes - Legal	\$ 0.20	
Copies requested for public record search - USB / Thumb Drive	\$ 8.00	
CD copy of meeting audio	\$ 2.00	
Certifications	\$ 1.00	
Bounced Check Fee - Utilities per F.S. 68.065(3)	min. \$25.00	
Bounced Check Fee- Other per F.S. 68.065(3)	min. \$25.00	
Release of Lien - Administrative Fee	\$ 350.00	
Partial Release of Lien - Administrative Fee	\$ 40.00	
Library		
Late fines per day all items except videos and DVD's	\$ 0.10	
Late fines per day videos and DVD's	\$ 0.50	
Printing pages from public access computers - Black - per page including paper	\$ 0.20	
Printing pages from public access computers - Color - per page including paper	\$ 0.50	
Damaged Library items are replaced at cost	item cost	
Non-Resident Library Cards (> 6 months)	\$ 40.00	
Non-Resident Library Cards (12 months)	\$ 75.00	
Meeting Room (30 banquet/50 theatre) Weekday per hour	\$ 50.00	
Meeting Room (30 banquet/50 theatre) Weekend per hour	\$ 75.00	
Rental Security/Damage Deposit Required (Refunded if facilities are clean and undamaged)	\$ 200.00	
Room Set-up/break-down Fee	\$ 10.00	
Police		
Copy of Police Report	\$ 0.15	
Copy of Police Report-two sided	\$ 0.20	
Copy of Accident/Crash Report	\$ 2.00	
Copy of video or audio tape -- for State Attorney or Public Defender	actual cost	
Copy of CD/DVD	\$ 10.00	
Hourly Labor Charge for Records Clerk after first 15 minutes	\$ 17.00	
Parking tickets	\$ 25.00	
Handicap Parking Tickets	\$ 250.00	
Extra Duty Detail (per hour 3-hour min.)	\$ 55.00	
Extra Duty Detail - Supervisor - Details Requiring 4 or more Officers (per hour 3-hour min.)	\$ 60.00	
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs (per hour 3-hour min.)	\$ 65.00	
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs - Supervisor - Details Requiring 4 or more Officers (per hour - 3 hour min.)	\$ 75.00	
Extra Duty Detail - Holiday/Special Event/Night CI (per hour -3 hour min.)	\$ 65.00	
Extra Duty Detail with less than 24 hour notice (per hour 2-hour min.)	\$ 70.00	
Extra Duty Detail cancelled w/less than 48 hour notice (2 hour min.)	\$ 110.00 / \$130.00	

Appendix A		
Schedule of Fees	Resolution No. 2022-07	Proposed Resolution No. 2022-33
Extra Duty Detail cancelled w/no notice before the start of detail (3-hour min.)	\$ 165.00 / \$195.00	
Extra Duty Detail scheduled for 4 hours or less and cancelled after the start of detail (2-hour min.)	\$ 110.00 / \$130.00	
Extra Duty Detail scheduled for over 4 hours & cancelled after the start of detail (4-hour min.)	\$ 220.00 / \$260.00	
Extra Duty Detail Late Payment Fee - Unpaid Detail Invoice over 60 Days	\$ 250.00	
Extra Duty Detail Late Payment Fee - Unpaid Invoice Every 30 Days after Initial 60-Day Period	\$ 250.00	
Non-resident fingerprinting service	\$ 15.00	
Police Response to Meter Shut-Off	\$ 50.00	
Traffic Counts & Analysis	\$ 500.00	
**All Extra Duty Detail rates are based on a per hour basis for all officers assigned		
Code Enforcement and Nuisance Abatement Administrative Costs and Fees		
Code Enforcement Stipulation Agreement	\$ 95.00	\$95 + cost recovery of legal fees
Code Enforcement Standard Administrative Fee (minimum fee)	Varies per case	
Code Enforcement Abatement Hearing Application Fee/ Special Magistrate (Non-Refundable)	\$ 250.00	
Code Enforcement Fine Reduction Application Fee/ Village Manager (Non-Refundable)	\$ 800.00	\$ 250.00
Code Enforcement Re-Inspection Fee	\$ 30.00	
Code Enforcement Inspector (per hour)	\$ 35.00	
Code Enforcement Inspector Utilities/Permits (per hour)	\$ 35.00	
Code Enforcement Building Inspector (per hour)	\$ 60 or hourly fee per contractual agreement	
Code Enforcement Land Development Planner Director (per hour)	\$ 70.00	
Code Enforcement Land Development Planner (per hour)	\$ 35.00	
Code Enforcement Land Development Permit Tech (per hour)	\$ 25.00	
Code Enforcement Land Development GIS Tech (per hour)	hourly fee per contractual agreement	
Code Enforcement Land Development Administrative Assistant (per hour)	\$ 39.00	
Code Enforcement Private Inspector (minimum 3 hours)	hourly fee per contractual agreement	
Professional Consultant (arborist, structural engineer, etc.)	hourly fee per contractual agreement	
Code Enforcement Village Attorney (minimum hearing fee)	\$ 34.00	
Code Enforcement Police Officer - Court Costs	\$ 41.00	
Code Enforcement Police Corporal - Court Costs	\$ 43.00	
Code Enforcement Police Sergeant - Court Costs	\$ 46.00	
Inspection Photograph Fee (per photo)	\$ 5.00	
Service/Subpoena Fees	actual costs	
Postage	actual costs	
Code Enforcement Violations and Fines for Code Citations		
Oil and Grease Management Program Violation Fine - 1st offense	\$100.00	
Oil and Grease Management Program Violation Fine - 2nd offense	\$200.00	
Oil & Grease Management Program Violation Fine - 3rd offense and any subsequent offense	\$400.00	
Irrigation Water Restriction Violation Fine - 1st offense	\$ 25.00	may be a written warning, or \$50.00
Irrigation Water Restriction Violation Fine - 2nd offense	\$ 50.00	\$ 150.00
Irrigation Water Restriction Violation Fine - 3rd offense and any subsequent offense	\$ 100.00	\$ 250.00

Appendix A		
Schedule of Fees	Resolution No. 2022-07	Proposed Resolution No. 2022-33
Overgrown Residential Lot (days to comply - 10)	\$ 25.00	
Overgrown Commercial Lot (days to comply - 10)	\$ 125.00	
Overgrown Vacant Residential Lot (days to comply - 10)	\$ 75.00	
Tree Removal without Permit (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of \$1,500/tree	
Improper Tree Pruning (topping, overlifting, lion-tailing and hatracking)(over-pruned palms) (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of \$1,500/tree	
Trash, Debris and Vermin (days to comply - 10)	\$ 100.00	
Missing or broken fence, wall or gate with swimming pool (days to comply - 5)	\$ 250.00	
Missing or broken fence, wall or gate no swimming pool (days to comply - 5)	\$ 25.00	
Unsafe or dangerous building or structure (days to comply - 14)	\$ 250.00	
Illegal canopy or belvedere (days to comply - 14)	\$ 50.00	
Stagnant water - cloudy or opaque water (days to comply - 5)	\$ 250.00	
Missing or broken fascia, siding, or paint (days to comply - 30)	\$ 100.00	
Prohibited vehicle in residential district (days to comply - 5)	\$ 50.00	
Parking in single family district (days to comply - 5)	\$ 50.00	
Parking - commercial vehicles (days to comply - 5)	\$ 100.00	
Parking over/on a public sidewalk (immediate compliance required) - First Offense	-	\$ 25.00
Parking over/on a public sidewalk (immediate compliance required) - Second Offense	-	\$ 50.00
Parking over/on a public sidewalk (immediate compliance required) - Third and Subsequent Offense		\$ 100.00
Maintenance of swale areas (days to comply - 10)	\$ 75.00	
Damaged signs (days to comply - 30)	\$ 50.00	
Unsafe damaged signs (days to comply - 10)	\$ 100.00	
Prohibited Uses - Residential Single Family (days to comply - 5)	\$ 175.00	
Failure to obtain building permit (days to comply - 10)	Varies per case	
Code Enforcement Violations and Fines for Code Citations (continued)		
Permits for Residential Rental Units (days to comply - 5)	\$ 50.00	
Noise ordinance violation (immediate compliance required)	\$ 50.00	
Violation of Noise and/or Vibration Ordinance - First Offense	\$ 75.00	
Violation of Noise and/or Vibration Ordinance - Second Offense	\$ 150.00	
Violation of Noise and/or Vibration Ordinance	\$ 250.00	
Hazardous material/waste (days to comply 5 to 30)	\$ 250.00	
Failure to maintain driveway (days to comply - 30)	\$ 25.00	
Failure to maintain exterior of property (Sec. 10-8)	\$ 100.00	
Failure to maintain exterior of structure or improvements (Sec. 10-7)	\$ 100.00	
Failure to maintain basic occupancy requirements (Sec 10-6) (immediate compliance required)	\$ 100.00	
Failure to maintan occupancy limitation (Sec. 10-5) (immediate compliance required)	\$ 100.00	
Failure to utilize franchisee for construction dumpster (Sec. 62-40) (immediate compliance required)	\$ 100.00	
Overloading commercial dumpster or creating health hazard (Sec 62-42) (Immediate compliance required)	\$ 50.00 per offense	
Failure to remove vegetative waste by professionals (Sec. 62-44) (immediate complaince required)	\$ 50.00 per offense	
Local Business Tax Receipt required (days to comply - 5)	Up to \$250 / offense per Chapter 205, F.S.	
Life Safety violation (usually requiring immediate compliance)	Varies per case	

Appendix A		
<u>Schedule of Fees</u>	<u>Resolution No. 2022-07</u>	<u>Proposed</u> <u>Resolution No. 2022-33</u>
Irreparable or irreversible violation (compliance may vary. Fee is not to exceed)	\$ 5,000.00	
Repeat Violation (compliance will vary depending on the violation. Fee not to exceed)	\$ 500.00	
Improper placement of approved bulk trash for collection:		
1st Offense	\$ 25.00	
2nd Offense	\$ 50.00	
3rd Offense or repeat offenses	\$ 100.00	
Parks & Recreation		
Youth Sports Program - Registration (All Village Organized Sports Leagues)	\$ 95.00	
Youth Sports - Non-resident fees (All Sports League)	\$ 125.00	
Adult Sports Individual Fee - Resident/Non-Resident	\$ 40.00	\$ 52.00
Adult Sports Individual Fee - Non-Resident		\$ 67.60
Adult Sports League Team Fees - All Village Run Programs and/or Leagues (All Village Organized Sports Leagues and/or Programs)	Projected Program Cost + Admin Fee of 10%	
Travel Club Membership Dues - Resident	\$ 16.00	
Travel Club Membership Dues - Non-Resident	\$ 24.00	
Travel Club Trips - Direct Cost plus Administrative Fee of (10%)	Cost + Fee	
Camp Programs - Weekly (resident and non-resident)	\$ 160.00	
Single Day Camp	\$ 32.00	
Summer Camp Registration Fee (include three [3] t-shirts)	\$ 25.00	
Winter & Spring Camps (number of days x fee per day) - Full Sessions Only	\$ 30.00	
Early Registration Discount (First 2 weeks of registration)	\$ (10.00)	
Summer Camp Multi-Week Discount* *NOTE: This will be a tiered discount plan for pre-paying for multiple weeks at time of registration from \$10 off for 2 weeks or more \$15 off for 4 weeks, to \$25 off for full payment of all 8 weeks.	Up to (\$25) \$10 off/week	Remove tiered plan A \$10 discount will apply when full payment of two (2) or more weeks are paid.
Early Drop-Off Weekly Fee-DELETE	\$ 25.00	
Late Pick-Up Weekly Fee-DELETE	\$ 25.00	
Special Event Participation Fee *NOTE: These participation fees are for vendor space at Village sponsored special events and the amount will vary based on the anticipated amount of attendees to the event.	Up to \$100.00	
Back to School Program (1st Child is \$25; Additional participating child is \$20)	\$25.00 + \$20.00	
Parks & Recreation - Rentals		
Village Center Pavilion Rental - Half Day weekday	\$ 50.00	
Village Center Pavilion Rental - Full Day weekday evening	\$ 80.00	
Village Center Pavilion Rental - Full Day weekend/holiday evening	\$ 150.00	
Community Room (180 banquet/240 theatre) Weekday per hour	\$ 100.00	
Community Room Weekend/Holiday per hour	\$ 150.00	
Community Room for Non-Profit (501c-3 or 501c-6 must be provided) anytime	\$ 75.00	
Studio (80 people) Weekday (per hour)	\$ 50.00	
Studio (80 people) Weekend/holiday (per hour)	\$ 75.00	
Multi-Purpose Room (50 people) Weekday (per hour)	\$ 50.00	
Multi-Purpose Room (50 people) Weekend/Holiday (per hour)	\$ 75.00	
Multi-Purpose Room (50 people) Non-Profit anytime	\$ 40.00	

Appendix A		
<u>Schedule of Fees</u>	<u>Resolution No. 2022-07</u>	<u>Proposed</u> <u>Resolution No. 2022-33</u>
Classroom (25 people) Weekday (per hour)	\$ 25.00	
Classroom (25 people) Weekend/Holiday (per hour)	\$ 50.00	
Classroom (25 people) Non-Profit anytime	\$ 20.00	
Class Programs (for instructors)	25% fees collected	
Ballfield Rental [Non-Team Related] - For Residents (per hour) minimum 2 hours	\$ 20 minimum	\$ 25.00 per hour
Ballfield Rental - For Non-Residents (per hour) minimum 2 hours	\$ 40 minimum	\$ 45.00 per hour
Ballfield Rental - Lighting (per hour)	\$ 50.00	\$ 35.00 per hour
Re-paint Fee if field painting required for use	\$ 50.00	\$ 50.00 per use
***Ballfield Rental - Organized & Competitive Programs/Leagues	Actual costs to maintain and provide field usage to be determined by Village Manager and /or Designee.	
LAB (140 people) Weekday (per hour)	\$ 75.00	
LAB (140 people) Weekend/Holiday (per hour)	\$ 125.00	
LAB (140 people) Non-Profit (anytime)	\$ 50.00	
Sago Park Pavilion Full Day - weekday	\$ 50.00	
Sago Park Pavilion Full Day - Weekend/Holiday- Resident	\$ 100.00	
Sago Park Pavilion Full Day - Weekend/Holiday - Non-Resident		\$ 200.00
Sago Park Pavilion Bounce House and Utility Fee		\$ 25.00
Sago Park Pavilion Half-Day - Weekday	\$ 25.00	
Rental Deposit Outdoor Activities(Refunded if facilities are clean and undamaged)	\$ 100.00	
Rental Deposit Indoor Activities (Refunded if facilities are clean and undamaged)	\$ 200.00	
Building Attendant - after hours (per hour - 2 hour min.)	\$ 35.00	
Extra Duty Detail for special event w/alcohol (per hour - 2 hour min.)	Refer to PD "Extra Duty Detail"	
Water Park usage groups of 10 or more per 1.75 hours	\$ 50.00	
Room Set-up/break-down	\$ 100.00	
** Extra Duty Detail rates are based on a per hour basis for all officers assigned		
***An Agreement must be approved prior to rental		
Public Services		
Village labor used to clean up and or repair property (\$85 per hour - 3 hr min.)	\$ 255.00	
Village Equipment used to clean up or repair property (\$150.00/hour/vehicle)	\$ 150.00	
Vendor hired to clean up or repair property	-	actual costs
Rental of equipment needed to clean up or repair property	-	actual costs
Planning, Zoning & Building - Permit, Development Application & Special Fees		
Permit Fees		
A permit fee shall be calculated by using the appropriate formula in Exhibit B (Tables 1.1 and 1.2)	\$75 minimum -- see fee calculation in Exhibit B (Deposit of 30% of est. value of construction / demolition)	
Plan Review and Permit Processing Fees		
Plan Review	10% of the estimated permit fee or \$100 minimum.; whichever is greater. Third rejection of plans for the same comment shall incur a fee of four (4) times the plan review portion of the permit fee. Florida State Statues SS 553.80(2)(b)	

Appendix A		
<u>Schedule of Fees</u>	<u>Resolution No. 2022-07</u>	<u>Proposed</u> <u>Resolution No. 2022-33</u>
Minor Revision / post-permit	\$25 plus \$10 per sheet	
Major Revision / pre-permit	\$75 plus \$10 per sheet	
Major Revision / post-permit	\$75 plus \$10 per sheet	
Minor Revision / pre-permit	\$25 plus \$10 per sheet	
Revalidation / No Revisions	30% of original permit fee, but not less than \$75.00	
Special or Emergency or-Expedited Plan Review	2 1/2 times original plan review fee (see above) or Cost Recovery plus Administrative Fees (per submittal/revision) if conducted by retained professional, at determination of PZ&B Director	
Refund of Permit Fees	20% of deposit, less plan review and revision fees, prior to permit issuance; 50% of permit fees paid in full, less plan review and revision fees, prior to permit issuance; There will be no refund of fees after construction begins, application expires, or permit expires.	
Change of Contractor/Owner (No Plan Review Required)	\$ 50.00	
Change of Contractor/Owner (Plan Review Required)	\$50.00 + Revision-cost	
Duplicate Plans	\$10 per sheet , or actual cost incurred if copying outsourced + \$25 administrative fee	
Replacement Permit Card	\$30.00 each + \$20.00 administrative cost	
Replace of Certificate of Occupancy	\$30.00 each + \$20.00 administrative cost	
Stocking / Training "Permit"	\$ 200.00	
Certificate of Occupancy	Close-Out Package Review Fees: 5 business days = no charge ; Expedited Review = \$150 per CO flat fee or cost recovery based on staff overtime rates at determination of PZB Director	
Temporary or Conditional Certificate of Occupancy	Base Fees: Single Family or Duplex = \$200.00 Commercial or Multi-Family = \$500.00 + \$50.00/per condition. Close-Out Package Review Fees: 5 business days = free; Expedited Review = \$150 per TCO flat fee or cost recovery based on staff overtime rates at determination of PZB Director	
Extension of Temporary Conditional Certificate or Temporary Certificate of Occupancy	\$ 200.00	
Administrative fee on Building Permits	\$ 75.00	
<u>Type of Inspection</u>		
First Re-inspection	\$ -	
Second Re-inspection	\$ 100.00	
Third Re-inspection and subsequent (same type)	\$ 200.00	
Courtesy Inspection, not related to a permit	\$75.00 or actual costs via cost recovery	
Miscellaneous or Emergency (same day), or Special Inspection	\$100 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays	

Appendix A		
<u>Schedule of Fees</u>	<u>Resolution No. 2022-07</u>	<u>Proposed</u> <u>Resolution No. 2022-33</u>
Building Official Inspection/Services	\$150 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays	
Expedited or Special Assignment Inspections	Actual costs via cost recovery plus administrative fee of \$25/ inspection day	
Review of Private Provider Reports/Certifications (for plans review, testing, inspections, etc.)	\$75 or actual costs via cost recovery plus administrative fee (per submittal)	
Fees for Fire Inspections, including annual inspections by Fire Marshall are set by Palm Beach County Fire Rescue. In the event that the Village conducts the inspections, the following are applicable:		
First Re-inspection (Fire inspector)	\$ -	
Second Re-inspection (same type)	\$ 100.00	
Third Re-inspection and subsequent (same type)	\$ 200.00	
Appeal of Building Officials Determination	\$ 350.00	
Cost Recovery: Actual costs of professional services, per Village contractual agreements, including building plans review, building inspections, Building Official services, structural engineer, civil engineer, etc.	Actual costs via cost recovery plus administrative fee	
<u>Special Fees</u>		
Minor Permit - Residential Fence (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00	
Minor Permit - Residential Water Heater Replacement (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00	
Minor Permit - Residential A/C Change-Out (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00	
Permit - Pod or Dumpster	\$ 60.00	
Garage Sales Permit	\$ 1.00	
Commercial Outdoor Sales Permit (except tax exempt organizations)	\$ 50.00	
Special Event Permit (except tax exempt organizations)	\$50, plus \$80/inspection, if required	
Appeal of Denial of Special Event Permit	\$ 50.00	
Antenna	Same as miscellaneous improvements -Table 1.1	
Tree Removal Permit (multi-family and commercial) per tree	\$ 50.00	
Foreclosure Registration	\$ 200.00	
Change of Address	\$ 50.00	
Professional Fees (actual cost plus \$75 administrative fee)	Actual Cost + Admin Fee (per application submittal, revision, invoice)	
Administrative fee for cost recovery	\$ 75.00	
Zoning Confirmation Letter	\$50 + \$25/hour Admin Fee for research over 1 hour	
Zoning / Landscape Compliance Inspection (per visit)	\$ 50.00	
Public Notice Signs (per sign)	\$ 10.00	
<u>Right-of-Ways Fees</u>		
On-Site Drainage Review for commercial site drainage	Actual Cost + Admin Cost + Eng. (Escrow)	
Per dwelling unit for residential site drainage	Actual Cost + Admin Cost + Eng. (Escrow)	

Appendix A		
<u>Schedule of Fees</u>	<u>Resolution No. 2022-07</u>	<u>Proposed</u> <u>Resolution No. 2022-33</u>
Right-of-Way Construction and Landscaping Review	Actual Cost + Admin Cost + Eng. (Escrow)	
R/W Permit Inspection Fee	\$80/inspection + Eng Escrow, if applicable	
Installation of gravity sanitary & storm sewer including appurtenant manholes or catch basins:		
(a) First 200 lineal feet or less	\$ 40.00	
(b) Next 400 lineal feet or fraction thereof	\$ 35.00	
(c) Each additional 500 lineal feet or fraction thereof	\$ 25.00	
Installation of all other underground facilities, including but not limited to, sanitary force main, water, gas, liquid or semi-liquid pipe lines, including appurtenant manholes or catch basins, cable television and underground electric:		
(a) First 200 lineal feet or less	\$ 40.00	
(b) Next 300 lineal feet or fraction thereof	\$ 20.00	
(c) Each additional 500 lineal feet or fraction thereof	\$ 15.00	
Construction or installation of individual of individual catch basins, manholes or junction boxes not erected in connection with an installation governed by 1 or 2 above	\$50.00 each	
All underground crossings of paved roads of widths of up to 25 feet of paving (open cut)		
(a) For pipes sizes 18" or less in diameter, per cut	\$ 100.00	
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	\$ 50.00	
(c) For pipes sizes greater than 48" diameter, per cut	\$ 200.00	
All underground crossings of paved roads over 25 feet of paving width (open cut)		
(a) For pipes sizes 18" or less in diameter, per cut	\$ 200.00	
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	\$ 300.00	
(c) For pipes sizes greater than 48" diameter, per cut	\$ 400.00	
All underground jack and bore crossings of paved Village roadways based on width of paving including median:		
(a) For pipe sizes 18" or less in diameter, per foot	\$ 2.00	
(b) For pipe sizes over 18" up to and including 48" diameter, per foot	\$ 4.00	
(c) For pipe sizes greater than 48" diameter, per foot	\$ 6.00	
Installation of a pole line for overhead facilities		
(a) First 200 lineal feet of less	\$ 85.00	
(b) Next 300 lineal feet or fraction thereof	\$ 50.00	
(c) Each additional 500 lineal feet or fraction thereof	\$ 35.00	
Turnouts		
(a) Commercial turnout connection	\$ 250.00	
(b) Residential turnout	\$ 50.00	
(c) Where culverts are used in conjunction with turnout	\$2.00 /per foot	
Street Connections		
(a) Paved street connection for tying into existing and/or new Village roads	\$250.00/each	
(b) Where culverts are used in conjunction with street connections	\$2.00 /per foot	
All construction within or upon Village maintained rights-of-way including but not limited to turn lanes, new and expansion or existing roads and landscaping	3% of cost	
<u>Planning, Zoning and Misc Development Applications</u>		
(1) Reserved		
(2) Subdivisions		
C. Preliminary Plat	\$1,500.00 + Professional Fees	

Appendix A		
<u>Schedule of Fees</u>	<u>Resolution No. 2022-07</u>	<u>Proposed</u> <u>Resolution No. 2022-33</u>
D. Final Plat	\$1,500.00 + Professional Fees	
(3) Land Use		
All filling fees are in addition to professional fees as indicated in Cost Recovery herein.		
(a) Site Plan / Landscape Plan / Building Design; Major/Planned Development	\$ 2,500.00	
1. Site Plan/Landscape Plan/Building Design; Minor	\$ 1,000.00	
2. Existing Tenant Space/Building with Minor Special Exception	\$ 600.00	
3. Administrative Approval/ Amendment (site plan, landscape plan, building design)	\$ 600.00	
(b) Variance (District Standard); Multi-Family & Commercial (up to 2 variances)	\$1,000.00 + \$250.00 for additional concurrent variances	
1. Variance (District Standard); Single Family	\$ 300.00	
2. Administrative Variance; Multi-Family & Commercial	\$ 500.00	
3. Administrative Variance; Single Family	\$ 300.00	
4. Variance; Hours of Operation	\$ 1,000.00	
5. Variance; Sign	\$ 1,000.00	
(c) Special Exception Use (public hearing required)	\$ 1,000.00	
(d) Temporary Use License Agreement / Permit Application	\$ 1,000.00	
(e) Abandonment (easement and/or right-of-way)	\$ 1,500.00	
(f) Rezoning (except with annexation)	\$ 750.00	
(g) Comprehensive Plan / LDR Amendment		
Future Land Use Map Amendment (FLUM)	\$ 1,000.00	
Comprehensive Plan Amendment (text)	\$ 3,000.00	
LDR/Zoning Change (text)	\$ 1,500.00	
(h) Deed Restriction / Unity of Title / Misc. Legal Instruments	\$50.00 + actual costs of professional fees	
(i) LDB Order Amendment (conditions of approval)	\$ 1,000.00	
(j) Major Development Order Amendment (conditions of approval)	\$ 2,500.00	
(k) Appeal of Planning, Zoning & Building Director interpretation / opinion/administrative decision	\$ 350.00	
(l) Engineering Escrow Deposit / Cost Recovery Deposit	Varies by project \$2,500 minimum	
(m) Master Sign Plan	\$ 500.00	
(n) Site Plan Amendment (Minor/Major/PD) (public hearing required)	\$ 1,500.00	
(o) Local Business Tax	Per Chapter 70, Article IV	
(p) Business Permit (county license)	\$ 52.50	
(q) Rental Business Permit Fee	\$52.50/ Dwelling units	
Cost Recovery: Applicant is responsible for the cost recovery of administrative, engineering, special inspector, legal review and/or any other professional services required in conjunction with any application, including public notice costs such as advertising costs, postage etc. An escrow deposit is required.	Actual Costs of professional services plus \$75 Administrative Fee	
(5) Utility/ Civil Plan	\$1200 + engineering cost recovery	
(6) Land Alteration	0-1 acres = \$100 1+ acres = \$250 + engineering cost recovery	



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Administration

ITEM #3: Resolution No. 2022-38 - Purchasing (Food/Refreshments and/or Gift Cards and Premiums)

SUMMARY: During Village events/functions/occasions, the Village may have the need to provide food/refreshments and/or gift cards to Village officials, employees, other local officials/employees, residents and citizens at a de minimus cost to the Village.

The Village Council previously made a determination, via Resolution No. 2015-102, that the provision of occasional food/refreshments/gift cards in the provision of Village services and Village events/functions serves a valid public purpose, is beneficial to the Village, its officials, employees, its partnerships and its residents and enhances the general welfare of the Village and its residents.

Staff is recommending an expansion of the list of identified events/functions for clarification and transparency. The expanded list includes food, refreshments and premiums including:

- Premiums (such as wellness raffle prizes)
- Food/refreshments at employee engagement events, such as "brown bag" lunch discussions with the Village Manager
- Activities or programs that advance organizational values and excellence practices
- Food/refreshments at training, such as leadership or performance management training, as approved by the Village Manager

FISCAL IMPACT:

There is no direct fiscal impact on the proposed policy modification. The provision of occasional food/refreshments/premiums/gift cards is subject to budget allocations for the same.

ATTACHMENTS:

1. Proposed Resolution No. 2022-38 Food and Gift Card Policy
2. Resolution No. 2015-102 - Food and Gift Card Policy

RESOLUTION NO. 2022-37

**A RESOLUTION OF THE VILLAGE OF PALM SPRINGS,
FLORIDA, DECLARING EXPENDITURES OF VILLAGE
FUNDS FOR FOOD/ REFRESHMENTS, TEAM
ADAPTABILITY AND PLANNING ACTIVITIES, AND
PURCHASE OF GIFT CARDS AND OTHER PREMIUMS
FOR CERTAIN EVENTS/OCCASIONS - AS VALID PUBLIC
PURPOSES; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Village of Palm Springs ("Village") in the course of providing Village services and in course of Village events/functions/occasions sometimes provides food/refreshments or gift cards for food/refreshments or other premiums to Village officials, employees, other local officials/employees, residents, and citizens; and

WHEREAS, the provision by the Village of such food/refreshment and/or gift card/premium and/or employee activities/programs is a de minimus cost to the Village, which is highly beneficial to the Village, its officials, employees, its partnerships, and its residents; and

WHEREAS, the Village Council finds that providing occasional food/refreshments/premiums/programs in the provision of Village services and Village events/functions serves a valid public purpose and enhances the general welfare of the Village and its residents; and

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

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

Section 2. The Village is hereby authorized to provide food/refreshments and or gift cards/premiums/programs for the services and event/functions listed in Exhibit "A", which is attached hereto and incorporated herein.

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

Resolution No. 2022-38– Modification to Food/Gift Card Policy

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

	Aye	Nay	Absent
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.

"Exhibit A"

- Bottled water for Village Council meetings
- Coffee provided at Village Hall for employees and visitors
- Food/refreshments/gift cards/premiums for the following events and/or occasions:
 - Employee Health and Wellness Fair
 - Retirements
 - Employee Holiday Dinner
 - Employee and Volunteer Recognition
 - Travel Club
 - Village-sponsored community events
 - Athletic Events
 - Employee Roundtables and Training Activities

Hosting Governmental Professional Organizations such as/but not limited to:

- i. Palm Beach County League of Cities
- ii. Florida League of Cities
- iii. City Manager Association
- iv. City Clerk's Association

Team Adaptability and Planning Activities

Note: Spending limits and maximum amounts for gift cards issued by the Village are subject to the annual budget allocation as determined by the Village Manager.

RESOLUTION NO. 2015-102

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, DECLARING EXPENDITURES OF VILLAGE FUNDS FOR FOOD/REFRESHMENTS AND PURCHASE OF GIFT CARDS FOR CERTAIN EVENTS/OCCASIONS - AS VALID PUBLIC PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") in the course of providing Village services and in course of Village events/functions/occasions sometimes provides food/refreshments or gift cards for food/refreshments to Village officials, employees, other local officials/employees, residents and citizens; and

WHEREAS, the provision by the Village of such food/refreshment and/or gift card is a *de minimus* cost to the Village which is highly beneficial to the Village, its officials, employees, its partnerships and its residents; and

WHEREAS, the Village Council finds that providing occasional food/refreshments in the provision of Village services and Village events/functions serves a valid public purpose and enhances the general welfare of the Village and its residents; and

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

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

Section 2. The Village is hereby authorized to provide food/refreshments and or gift cards for the services and event/functions listed in Exhibit "A", which is attached hereto and incorporated herein.

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

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

Resolution No. 102

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

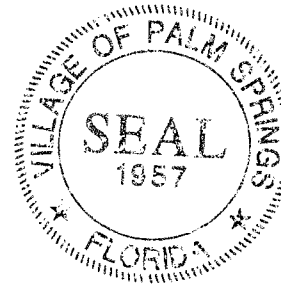
The Mayor thereupon declared the Resolution duly passed and adopted this 12th day of November, 2015.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: [Signature]
BEV SMITH, MAYOR

ATTEST:

BY: [Signature]
JANE WORTH, INTERIM VILLAGE CLERK



REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: [Signature]
GLEN J. TORCIVIA, VILLAGE ATTORNEY

"Exhibit A"

Bottled water for Council meetings

Coffee provided at Village Hall for employees and visitors

Food/refreshments/gift cards for the following events and/or occasions:

Employee Health and Wellness Fair

Retirements

Employee Holiday Dinner

Employee Recognition

Travel Club

Village sponsored community events

Athletic Events

Hosting Governmental Professional Organizations such as/but not limited to;

- i. Palm Beach County League of Cities
- ii. Florida League of Cities
- iii. City Manager Association
- iv. City Clerk's Association

Jane Worth

From: Brian Shutt <bshutt@torcivialaw.com>
Sent: Thursday, October 29, 2015 1:14 PM
To: Richard J. Reade; Lynette Levy
Cc: Jane Worth
Subject: Public purpose resolution on refreshment costs
Attachments: 10-28-15 public purpose for de minimus cost resolution.docx

Attached please find a draft of the resolution regarding refreshment costs. You will need to modify Exhibit A. Please send me your comments.

Brian

R. Brian Shutt, Esquire

**TORCIVIA, DONLON,
GODDEAU & ANSAY, P.A.**

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
bshutt@torcivialaw.com
www.torcivialaw.com

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

Jane Worth

From: Richard J. Reade
Sent: Monday, November 02, 2015 3:15 PM
To: Brian Shutt
Cc: Jane Worth; Rebecca L. Morse; Lynette Levy
Subject: RE: Public purpose resolution on refreshment costs
Attachments: Establish Food, Gift Cards & Celebration Events Public Purpose (de minimus cost) - November 2015.docx

Hey Brian,

Here is the revised version of the Resolution for your file... We will present this to the Council for consideration on November 12th.

Thank you.

Have a great day.

Richard J. Reade
Village Manager
Village of Palm Springs, Florida

Tel: 561.965.4011
E-Mail: rreade@vpsfl.org
Web: www.vpsfl.org

Follow [@Palm_Springs_FL](#) on Twitter

From: Brian Shutt [mailto:bshutt@torcivialaw.com]
Sent: Thursday, October 29, 2015 1:14 PM
To: Richard J. Reade; Lynette Levy
Cc: Jane Worth
Subject: Public purpose resolution on refreshment costs

Attached please find a draft of the resolution regarding refreshment costs. You will need to modify Exhibit A. Please send me your comments.

Brian

R. Brian Shutt, Esquire

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RESOLUTION NO. 2015 - 102

10/29
A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA,
DECLARING EXPENDITURES OF VILLAGE FUNDS FOR
FOOD/REFRESHMENTS AND PURCHASE OF GIFT CARDS FOR
CERTAIN EVENTS/OCCASIONS - AS VALID PUBLIC PURPOSES;
AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") in the course of providing Village services and in course of Village events/functions/occasions sometimes provides food/refreshments or gift cards for food/refreshments to Village officials, employees, other local officials/employees, residents and citizens; and

WHEREAS, the provision by the Village of such food/refreshment and/or gift card is a *de minimus* cost to the Village which is highly beneficial to the Village, its officials, employees, its partnerships and its residents; and

WHEREAS, the Village Council finds that providing occasional food/refreshments in the provision of Village services and Village events/functions serves a valid public purpose and enhances the general welfare of the Village and its residents.

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

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

Section 2. The village is hereby authorized to provide food/refreshments and or gift cards for the services and event/functions listed in Exhibit "A", which is attached hereto and incorporated herein.

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

Council Member _____ offered the foregoing resolution.

Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐

Revised by Rich 11-2-15

SERGIO ESCALADA, COUNCIL MEMBER

☐ ☐ ☐

PATTI WALLER, COUNCIL MEMBER

☐ ☐ ☐

The Mayor thereupon declared the Resolution duly passed and adopted this
____ day of _____, 2015.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
JANE WORTH, INTERIM VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Exhibit A

Water for Council meetings

Coffee provided at Village Hall for employees

Food/refreshments/gift cards for the following events or occasions:

Employee Health Fair *& Wellness*
Retirements
Employee Holiday Dinner

Hosting Governmental Professional Organizations such as/but not limited to;

- i. *PBC* League of Cities
 - ii. City Manager Association
 - iii. City Clerk's Association
- FL League of Cities*



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Administration

ITEM #4: FY 2022-2023 Village Council Schedule of Meeting Dates

SUMMARY: The Village Charter and the Code of Ordinances requires the Council to hold at least one (1) meeting per month. As a result, the Village Council is requested to approve the proposed meeting schedule for FY 2022-2023.

2022

- **Thursday, October 6, 2022** (*Meeting date changed because the Florida Redevelopment Association Conference is October 13-17, 2022*)
- Thursday, November 10, 2022
- Thursday, December 8, 2022

2023

- Thursday, January 12, 2023
- Thursday, February 9, 2023
- Thursday, March 9, 2023
- Thursday, April 13, 2023 (*Annual Reorganization/CRA Meeting*)
- Thursday, May 11, 2023
- Thursday, June 8, 2023
- **Thursday, July 13, 2023 -**
- **Thursday, July 27, 2023** (*Budget Workshop/Regular Meeting*)
- Thursday, August 17, 2023
- **Thursday, September 7, 2023** (*1st Public Budget Hearing & CRA Mtg*)
- **Thursday, September 21, 2023** (*Final Public Budget Hearing*)

** The meetings are tentatively scheduled in July and September until several Palm Beach County agencies finalize their budget dates.

FISCAL IMPACT:

There is no fiscal impact on the Village.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #5: Site Plan Amendment (SPR22-06) and Special Exception Use (PSSE22-03) - Triomphe Restaurant and Lounge - 4206-4208 Lake Worth Road (Quasi-Judicial Hearing Continued from August 18, 2022 Village Council Public Hearings)

SUMMARY: Mr. Scott Ehrenberg of Berg Design, Inc., agent for the tenant Triomphe Restaurant & Lounge, LLC, "applicant", is requesting a Site Plan Amendment (SPR22-06) and Special Exception Use (PSSE22-03) to allow the conversion of a 7,080 square feet of retail-office space into a restaurant located on a 4.25-acre parcel that is located at 4236 Lake Worth Road. The proposed tenant will be occupying two (2) tenant bays within the existing Commercial General (CG) shopping center (4206-4208 Lake Worth Road).

Note: The 4.25-acre property was annexed into the Village in 2014 as a developed parcel with a total of 40,240 square feet of building area within two (2) commercial structures.

Previously, the applicant requested a special exception to allow a restaurant to be used by a private club and also requested a relief from the Code to allow business operations to commence at 8:00 am and to be extended until 2:00 am on Sundays, rather than from 12:00 pm to 11:00 pm, as it is required for establishments that dispense alcohol beverages for on-premise consumption and the allowance to operate later than 11:00 pm on premises located within 54 feet from a residential district rather than the required 250 feet.

The Planning and Zoning Board considered the application during their March 8, 2022, meeting and recommended denial. The Board's concerns included illegal operations without proper approval, serving alcoholic beverages without proper licenses, inconsistency with residential uses surrounding the property, noise to be generated, and extended hours of operations. The applicant requested their item be postponed at the April 14, 2022, Village Council meeting to revise their application. The Applicant was not present at the August 18, 2022, Regular Meeting. Council made a motion to postpone to the date of September 8, 2022, the Village Council Regular Meeting.

The applicant revised the application to remove the special exception requested for private club use and withdrew the two requested variances on May 17, 2022. This newly revised application is for the special exception and site plan amendment required for the proposed restaurant use.

On July 12, 2022, the Planning and Zoning board voted against the project, recommending denial based on the applicant's justification statement describing that the expanded seating capacity of the restaurant will provide "a location for weddings, funerals, birthdays," and the floor plan provides for a large (33'x15') raised floor for live entertainment, thus the proposal continues to have the characteristics of a Banquet Hall. Staff and advisory board members addressed deficiencies in the

application and expressed concerns that enforcement of the restaurant use would be difficult.

The applicant revised the application to remove the large (33' x 15') raised floor for live entertainment, enlarged the kitchen area, and revised the justification statement to comply with the code for restaurant use only.

Note: There are concerns from staff considering the applicant has operated illegally without a Certificate of Occupancy issued from the Village. There are reports of alcohol being served without proper credentials, and with minors being present. Further, there are reports of construction work completed without a building permit, and the proposed restaurant being converted into a banquet hall and subject to code enforcement. Additionally, the staff is concerned about ongoing complaints that will divert Code and Police attention from the focus of eliminating blight and enhancing safety.

Despite the concerns outlined above, the Planning, Zoning, & Building Staff, as well as the Community Redevelopment Agency (CRA) Staff **do not** object to the proposed special exception use and site plan amendment and recommend conditional approval of the proposed restaurant use requested.

Resolution No. 2022-13 was advertised in the Lake Worth Herald on Thursday, August 4, 2022.

FISCAL IMPACT:

The proposed project is not expected to have a direct fiscal impact on the Village. However, if approved, this project would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:

1. Resolution No. 2022-13 - Revised - Site Plan Amendment SPR22-06 and Special Exception PSSE22-03 - Triomphe Restaurant - 4206-4208 Lake Worth Road
2. Exhibit "A" -Staff Report
3. Project Narrative and Justification Statement
4. Combined Site Plan, Floor Plan, and Letters
5. Certificate of Title
6. Aerial Map and Location Map

RESOLUTION NO. 2022-13

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT, (SPR22-06) AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE22-03) TO ALLOW A 7,080 SQUARE FOOT RESTAURANT WITHIN TWO (2) TENANT BAYS IN THE EXISTING COMMERCIAL GENERAL SHOPPING CENTER, LOCATED AT 4206-4208 LAKE WORTH ROAD AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Scott Ehrenberg of Berg Design, Inc., Agent for the tenant, Triomphe Restaurant, Lounge, and Banquet Hall, LLC., (“Applicant”) request approval of a Site Development Plan Amendment (SPR22-06) and concurrently a Special Exception Use (PSSE22-03), to allow a 7,080 square foot restaurant within two tenant bays in the existing Commercial General shopping center. The property is located at 4206-4208 Lake Worth Road; and

WHEREAS, the Village Council and Planning & Zoning Board (“Board”) heard and considered the Site Plan Amendment and Special Exception Use at the Board’s July 12, 2022 meeting, and the Board’s recommendation has been transmitted to the Village Council; and

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

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

Section 1. The Village Council having received and considered the request of Mr. Scott Ehrenberg, Agent for the tenant (“Applicant”), for approval of Site Plan Amendment (SPR22-06), Special Exception Use (PSSE22-03) for the proposed restaurant, determines as follows:

Resolution No. 2022-13 – Site Plan Amendment (SPR22-06) & Special Exception Use (PSSE22-03) – 4206-4208 Lake Worth Road – Triomphe Restaurant, Lounge, and Banquet Hall, LLC

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby approves the said application as revised, 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 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 3. 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.

Resolution No. 2022-13 – Site Plan Amendment (SPR22-06) & Special Exception Use (PSSE22-03) – 4206-4208 Lake Worth Road – Triomphe Restaurant, Lounge, and Banquet Hall, LLC

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: Triomphe Restaurant - Site Plan Amendment and Special Exception Use

Application Summary			
Applicant / Petitioner	Triomphe Restaurant & Lounge, LLC (Tenant)	Submittal Date	05/17/2022
Reference Name	Triomphe Restaurant & Lounge, LLC	Case Numbers	SPR22-06, PSSE22-03
		Parcel Control No	70-42-44-25-00-000-1030
Location	4206-4208 Lake Worth Rd	Site Area	± 4.25 acres
P&Z Meeting	July 12, 2022	Council Meeting	August 18, 2022
Requests			
Proposed Uses	Site Plan Amendment and concurrent Special Exception Use request to allow the operation of a Restaurant within 7,080 square feet of the existing 40,240 square feet commercial building located at 4236 Lake Worth Road.		
Number of Buildings	Two (2) detached commercial buildings. Tenant will occupy two tenant bays (7,080 square feet) within 1 building.		
Variances	Not Applicable. The applicant withdrew two variances related to the hours of operation on May 17, 2022		
Parking			
Code	Required	Provided	Meets Requirement
Total Vehicular Parking	1/ 3 seats @ 176 seats = 59 spaces or 1 / 100 sf = <u>71 spaces</u>	237 spaces for the entire plaza	Yes
Setbacks			
Code	Required Minimum	Existing	Meets Requirement
Front (North)	50'	59.6'	Yes
Rear (South)	20'	34.3'	Yes
Side (West)	15'	28.9'	Yes
Side (East)	15'	54'	Yes
Site Characteristics			
Existing Use	Empty bay	Proposed Use	Restaurant
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	Home Depot (Retail Store)	Commercial	Commercial General (CG)
South	Canal L-12, LW Drainage District	Unincorporated PBC	Unincorporated PBC
East	Personal Services, Single-Family Residences	Unincorporated PBC	Unincorporated PBC (UI, MR-5)
West	Multi-Family Residences, Vacant Commercial	Unincorporated PBC	Unincorporated PBC (UI, MR-5)
Recommendation			
Planning, Zoning and Building Staff has concerns considering that the applicant has operated illegally without Village-issued Certificates of Occupancy, reports of the business serving alcohol without proper credentials and with minors present, construction work done without building permits and that the proposed restaurant will be converted into a banquet hall and will become subject to code enforcement. Additionally, staff is concerned about ongoing complaints that will divert Code and Police attention from the focus on eliminating blight and enhancing safety.			

On July 12, 2022, the Planning and Zoning Board considered the application and recommended denial based on the applicant's justification statement describing that the expanded seating capacity of the restaurant will provide "a location for weddings, funerals, birthdays," and the floor plan provides for a large (33'x15') raised floor for live entertainment, thus the proposal continued to have the characteristics of a Banquet Hall.

The applicant revised the application to remove the large (33' x 15') raised floor for live entertainment, enlarged the kitchen area and revised the justification statement to comply with the code for a restaurant use only.

Even with the concerns outlined in this staff report, Planning, Zoning & Building Staff recommends conditional approval of the proposed restaurant, as depicted on the proposed plans.



I. Site History

- **Ordinance 2014-31: Annexation**

On December 11, 2014, the property at 4236 Lake Worth Road was involuntarily annexed into the Village of Palm Springs along with thirty-two (32) other commercial and residential parcels. The parcel at 4236 lake Worth Road was annexed with a Future Land Use Designation of Commercial and a Zoning Designation of Commercial General (CG).

- **Administrative Site Plan Amendment # 202200051**

On January 26, 2022, the Land Development Director issued conditional approval of the administrative site plan amendment for the proposed exterior remodeling work proposed for 4236 Lake Worth Road. The proposed work involves minor modifications to the exterior façade of the building, including a built-up roof, new stucco, new back light decorative grill, awning and canopy additions, and architectural tile additions to the walls.

Note: The applicant previously submitted an application requesting approval of a Special Exception Use to allow a 7,080 SF restaurant, lounge, and private club with two variances to allow operation from 8 am until 2 am on Sundays instead of 12 pm to 11 pm operating time required and to allow restaurant operation later than 11:00 pm to be located 54 feet away from a residential district instead of the 200 feet required. The application was considered by The Planning and Zoning Board during their March 8, 2022 meeting and recommended denial. The Board's concerns included illegal operations without proper approval, serving alcoholic beverages without proper licenses, inconsistency with residential uses surrounding the property, noise to be generated, and extended hours of operations. The applicant requested a postponement during the April 14, 2022, Village Council meeting to revise the application.

On July 12, 2022, the Planning and Zoning board voted against the recommendation of approval. Staff and advisory board members addressed deficiencies in the application and expressed concerns that enforcement of the restaurant use would be difficult.

II. Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Commercial and Commercial General (CG), respectively. The proposed special exception use of a restaurant with a lounge, is consistent with goals, objectives and policies of the Village's Comprehensive Plan.

Staff has concerns with this project requested considering that the applicant has operated illegally without Village-issued Certificates of Occupancy, reports of the business serving alcohol without proper credentials and with minors present and construction work done without building permits.

III. Variances Requested

Not Applicable. The applicant withdrew two variances related to the hours of operation on May 17, 2022.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the south side of Lake Worth Road near the southeast corner of Lake Worth Road and Military Trail, between S 42 Way and Colley Court.
- 2) Surrounding properties are a mix of residential and commercial uses. The adjacent residential uses are currently in unincorporated Palm Beach County.
- 3) A variety of restaurant, commercial retail, and professional uses are located within waling distance of the site.
- 4) The existing retail plaza has different tenants occupying the building providing different retail, professional and personal services.
- 5) Transit service is available through Palm Tran route 62 and 3.

V. Regulatory Issues:

- Palm Beach County Traffic Division has determined that the proposed development is located within the Urban Redevelopment Area (URA) Traffic Concurrency Exception Area (TCEA), thus making the project exempt from the Traffic Performance standards of Palm Beach County.
- The site is subject to site inspection to be performed by PBC Fire Department and Village of Palm Springs Building Official to confirm some construction work done without a building permit or proper approvals. Staff cannot confirm if construction done complies with Florida Building Code.

VI. Environmental Issues:

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

VII. Community Outreach/ Notification

- The subject property was posted on July 2, 2022.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on July 1, 2022.
- Legal advertisement was published in the Lake Worth Herald on July 7, 2022.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans depict the following:

1. Application for Special Exception Use.
2. Justification Statement of Proposed Use received on February 15, 2022. The latest revised version was received on August 1, 2022.
3. Site Plan and Floor plan dated August 2017 received January 28, 2022. Latest revision received on August 1, 2022.

IX. Recommendation

The Village received an application submitted by Scott Ehrenberg, agent for Triomphe Restaurant and Lounge. The applicant is requesting approval of a Special Exception Use to allow a 7,080 SF restaurant, with lounge within two tenant spaces in the commercial plaza located at 4236 Lake Worth Road.

The 4.25-acre property was annexed into the Village in 2014 as a developed parcel with a total of 40,240 square feet building area within two (2) commercial structures.

Previously, the applicant requested a special exception use to allow a restaurant use with a private club and additionally, requested two variances from Section 14-61, to allow business operations to commence at 8:00 am and to be extended until 2:00 am. The Planning and Zoning Board considered this application during their March 8, 2022 meeting and recommended denial. The Board's concerns included illegal operations without proper approval, serving alcoholic beverages without proper

licenses, inconsistency with residential uses surrounding the property, and extended hours of operations. The applicant requested postponement during the April 14, 2022 Village Council meeting.

The applicant has revised the application to remove the special exception request for the private club and to withdraw the two requested variances. This new revised application is for the special exception and site plan amendment to allow a restaurant use within the commercial general property.

On July 12, 2022, the Planning and Zoning Board voted against the project based on the applicant's justification statement describing that the expanded seating capacity of the restaurant will provide "a location for weddings, funerals, birthdays," and the floor plan provides for a large (33'x15') raised floor for live entertainment, thus the proposal continued to have the characteristics of a Banquet Hall.

Staff and advisory board members addressed deficiencies in the application and expressed concerns that enforcement of the restaurant use would be difficult.

The applicant revised the application to remove the large (33' x 15') raised floor for live entertainment, enlarged the kitchen area and revised the justification statement to comply with the code for a restaurant use only.

Staff have conducted a review of the application and have concerns with this project considering that the applicant has operated illegally without Village-issued Certificates of Occupancy, reports of the business serving alcohol without proper credentials and with minors present and construction work done without building permits. Additionally, Staff is concerned about ongoing complaints that will divert Code and Police attention from the focus on eliminating blight and enhancing safety.

Even with the concerns outlined in this staff report, Planning, Zoning & Building Staff recommends conditional approval of the proposed restaurant use, as depicted on the proposed plans, and recommends that said motion include the following thirteen (13) conditions below:

1. The special exception approval shall be implemented within 18 months of Council approval.
2. Deliveries shall occur through the rear of the building and delivery vans shall utilize existing parking spaces and not obstruct traffic circulation.
3. If a police detail is required, as determined by the Police Chief, shall be provided, and coordinated with the Village Public Safety Department **prior to any special events**.
4. Deliveries shall not occur prior to 8:00 a.m. or not later than 9:00 p.m.
5. A Business License must be obtained with the Village and PBC Tax Collector office **prior to the commencement of any business operations**.
6. Any special event not covered by the regular business license, including live entertainment, shall be subject to special event code regulations specifically Section 34-896. The Village code allows a maximum of four special events per calendar year and is subject to special event permitting.
7. Any construction activity shall obtain permits from the Village of Palm Springs **prior to any construction commence**.
8. All unpermitted work done on the premises shall be properly permitted and inspected **prior to the issuance of the business license**.
9. Any sign shall be in accordance with the Village regulations and a permit must be obtained prior to any sign installation.
10. The Applicant will 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.

11. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
12. At the time of CO, the petitioner shall provide the Land Development Department with electronic copies of as-builts.
13. Any Grease traps (size, capacity, and installation) will be evaluated and inspected by The Planning, Zoning and Building Department during the interior build out work is performed.

Project Name: Triomphe Restaurant & Lounge, LLC.
4208-4210 Lake Worth Road
Village of Palm Springs, FL 33461

Date: 08/02/2022

Revised Narrative Attachments

Application Section 4

Description of Project:

This Project is for the location of a Restaurant with Lounge in an Existing Shopping Center. This shopping Center is in a Commercial General Zone. The Commercial General Zone allows for the use of Restaurants with Lounges with a Special Exception.

We are hereby requesting a Special Exception to allow the use of this property for a Restaurant with Lounge.

The purpose of postponing the case to a further meeting and revising this application is to bring the application into closer alignment with the Village of Palm Springs regulations.

Plan Review Questions:

- Why there are two separate dining areas?

The space was already developed with bathrooms between two areas that are going to be used for Dining.

- What is the purpose of the raised floor area?

The raised floor has been removed.

- Regarding the definition of "special event" in Sections 1-2,
 - Special events include any event not covered under the regular business tax receipt and registration for the restaurant business. Holding private parties and functions may not be covered under the regular business tax receipt and registration, so special event permits may be required for private parties and functions.
 - None of the restaurant or lounge definitions in Sections 1-2 include holding private parties and functions in their definitions.
 - Justification needs to explain how private parties and functions will not be open to the public.

Any parties and/or events will be conducted within the Village regulations. Most of the business will be from regular restaurant customers. The restaurant will not need to be closed to the public for gatherings by some of its customers.

Application Section 9
Special Exception Only

- (1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

This use should not have a major impact on the village comprehensive plan.

- (2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this code.

This use should not have a major impact on the land development and zoning regulations.

- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type, and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

This tenant does not have any input to the general property since it has already been developed. The traffic study shows that this use will have minimal impact and reduce the traffic during normal peak traffic hours.

- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the redevelopment of the area in which the special exception use is proposed to be developed.

I am not aware of any similar uses in the area.

- (5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

The Number of people, using and working at the property is consistent with the use of a Shopping Center in regard to noise, odor, visual and other potential nuisance factors. The effect of Traffic for this use does not conflict with the general area because the Traffic for this use should not occur at the same time as the general "Rush Hour" traffic for this area.

- (6) That the proposed special exception use:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.
 - c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

This tenant does not have any input to the general property since it has already been developed. This property was developed as a Shopping Center which is consistent with property values and development in the immediate area. There is no significant effect on the Light and/or Air quality to the adjacent properties. There is no effect to Parks, Recreation, Open Space or other Pedestrian activities. The effects of these issues and amenities are not in the control of this tenant.

- (7) The proposed use would enhance and/or promote redevelopment of the village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

This use should not have a major impact on the village redevelopment objectives. This proposed use will provide a valuable service to the neighborhood, create good quality Jobs, and provide a reasonable use for the existing Structure.

Application Section 14 Consistency with the Palm Springs Community Redevelopment Plan

The Community Redevelopment Plan has 5 Key Goals. This Restaurant is not going to have a Major Effect on the things like Utilities, Infrastructure, Workforce Housing, and the Overall Partnership with Palm Beach County.

This Restaurant will help with Economic Growth by providing jobs for residents.

The five (5) key goals established in the 2019 CRA Plan:

I. Improving Utilities and Infrastructure

N/A

II. Expanding Job Development and Economic Growth

We expect to provide good quality jobs and services in the Village, We expect 20 – 25 jobs with about 10+/- full time positions and 10 – 15 part time positions.

III. Enhancing Public Safety

N/A

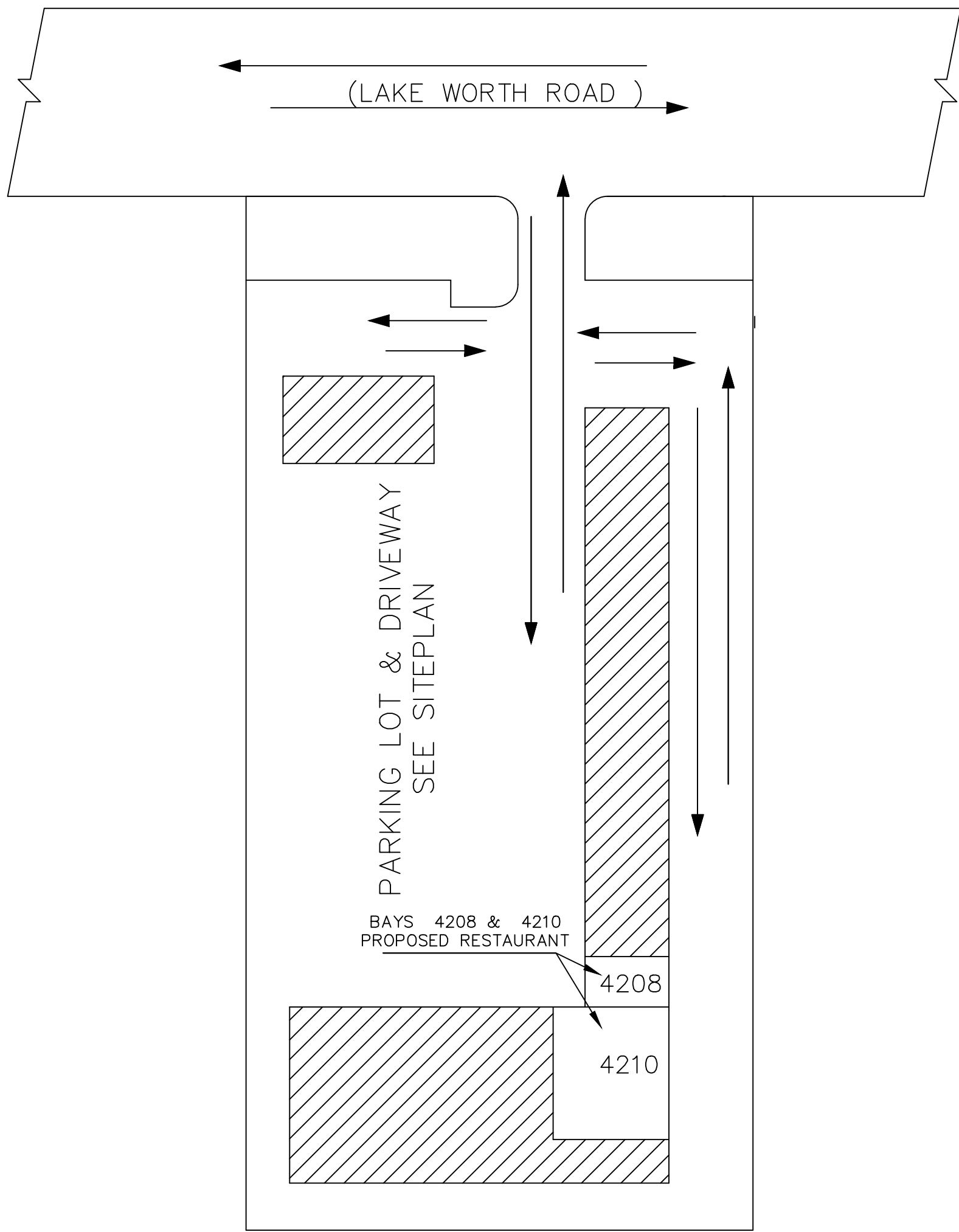
IV. Increasing and Maintaining Work force Housing

N/A

V. Advancing the Partnership with Palm Beach County

N/A

This tenant should be consistent with the Economic Development Strategic Plan for the Palm Springs Community Redevelopment Agency which is built upon key economic development drivers which contribute to encouraging economic growth, improving quality of life, and building wealth.



ONE STOREY COMMERCIAL BUILDING
4236 LAKE WORTH ROAD OWNED BY MAMPG LLC.
(LOCATION PLAN)

SCOPEOF WORK

STRUCTURAL

- 1) REPAIR PARTITION WALLS & DOORS AS SHOWN IN PLANS, ELEVATIONS AND SECTIONS.
- 2) INSTALL CABINETS, COUNTERS AND SHELVES .

MECHANICAL & FIRE PROTECTION (BY OWNERS)

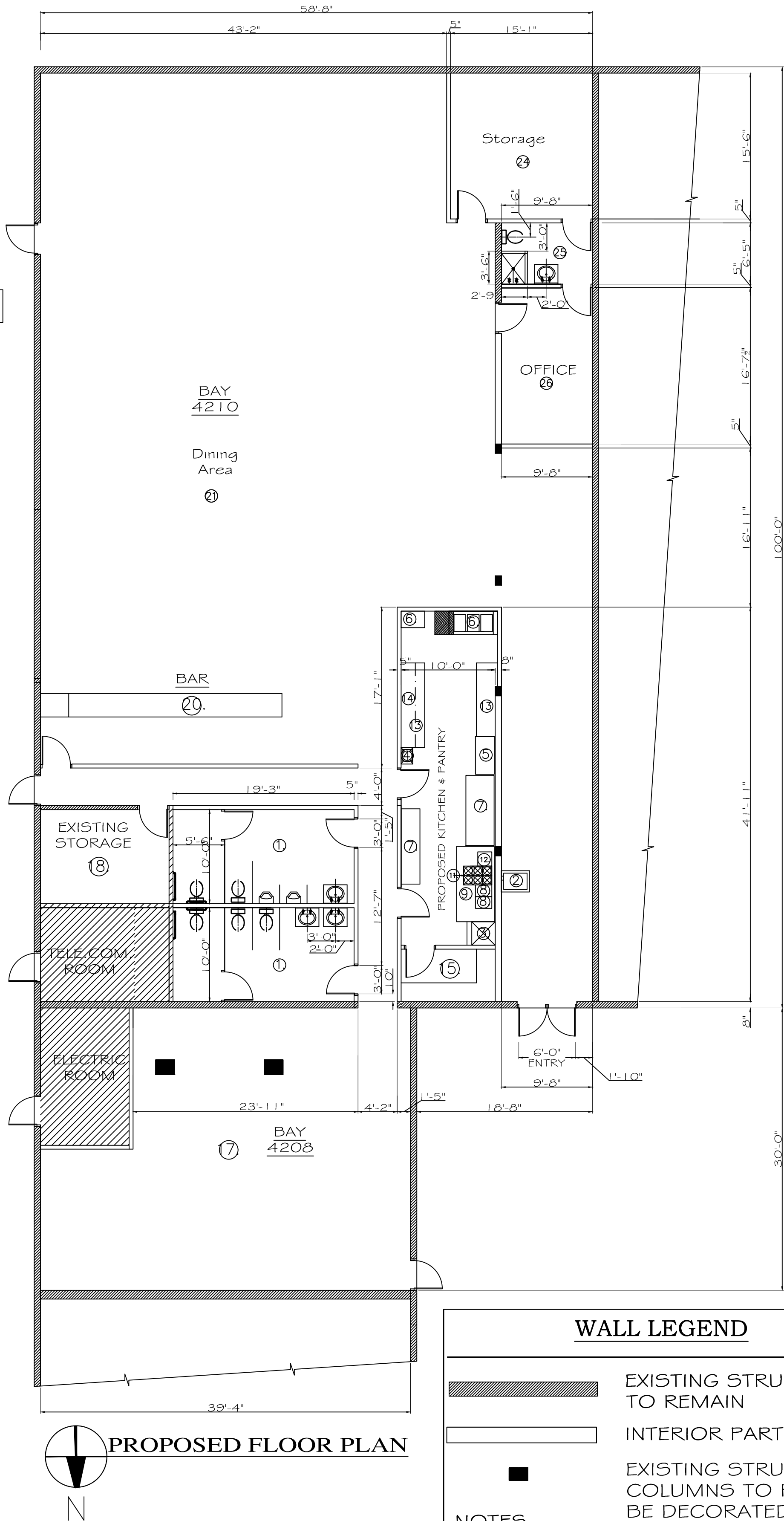
- 1) AIR CONDITIONING TO BE PROVIDED BY OWNERS.
- 2) MECHANICAL CONTRACTORS TO PROVIDE WORKING DRAWINGS AND INSTALL ALL EQUIPMENT NEEDED FOR PROPER VENTILATION.
- 3) INSTALL PROTEx II OR (SIMILAR)FIRE PROTECTION SYSTEM

ELECTRICAL

- 1) INSTALL ALL LIGHTING FIXTURES AS SHOWN.
- 2) INSTALL NEW SWITCHES AND OUTLETS AS SHOWN .

LIFE SAFETY

- 1) INSTALL EMERGENCY AND EXIT LIGHTS AS INDICATED ON PLAN.
- 2) PROVIDE DIAGRAMMATIC LAYOUT OF LIFE SAFETY ROUTE.
- 3) PROVIDE FIRE EXTINGUISHERS AND INSTALL AT ENTRANCES & EXITS AND AT POINTS INSIDE THE BUILDING NOT TO EXCEED 75'-0" FROM EACH OTHER.



WALL LEGEND

- EXISTING STRUCTURAL WALLS TO REMAIN
 - INTERIOR PARTITION WALLS
 - EXISTING STRUCTURAL COLUMNS TO REMAIN. (MAY BE DECORATED AS DESIRED.)
- NOTES

ZONING INFORMATION:

OCCUPIED AREA , 1200 + 5880 = 7080.0 SQ. FT.
PARKING SPACE REQUIRED = 1/100 SQ. FT.
EXIST PARKING SPACES AVAILABLE = 71+

OCCUPANCY CLASSIFICATION:

F.B.C :303.3 ASSEMBLY GROUP A-2.
CLASSIFICATION:ASSEMBLY HALL & RESTAURANT

CODES AND STANDARDS

FL. BUILDING: FLORIDA BUILDING CODE-2020 7th. EDITION

THE CODES AND STANDARDS THAT GOVERN AND PERTAINS TO THIS PRESCRIBED SCOPE OF WORK.

ELECTRICAL: ELECTRICAL COMPONENTS, EQUIPMENT & SYSTEMS SHALL BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF NFPA 70

MECHANICAL: (BY OWNER) MECHANICAL APPLIANCES, EQUIPMENT & SYSTEMS SHALL BE CONSTRUCTED & MAINTAINED IN ACCORDANCE WITH THE F.B.C.

FIRE PREVENTION: (BY OWNER) TO INTERLOCK WITH MECHANICAL SYSTEMS & SHALL BE CONSTRUCTED & MAINTAINED IN ACCORDANCE WITH THE F.B.C.

ENERGY: TO COMPLY WITH STATE OF FLORIDA DEPT. OF COMMUNITY AFFAIRS ENERGY EFFICIENT CODE FOR BUILDING CONSTRUCTION.

HANDICAPPED: CODE (A) DEPT. OF COMMUNITY AFFAIRS FLORIDA ACCESSIBILITY CODE FOR BLDG.CONSTRUCTION.

THESE REQUIREMENTS SHALL BE INCLUSIVE OF ALL ADDENDUMS AND CLARIFICATIONS ISSUED UP TO THE TIME WHEN THE BUILDING PERMIT IS GRANTED. THE LISTED CODES AND STANDARDS SHALL NOT BE CONSTRUED TO BE THE ONLY APPLICABLE CODES STANDARDS GOVERNING THIS PROJECT. THE GENERAL CONTRACTORS, ALL SUB-CONTRACTORS AND SUPPLIERS SHALL VERIFY AND ADHERE TO THE REQUIREMENTS OF THE CODES AND STANDARDS THAT GOVERN AND PERTAINS TO THEIR PRESCRIBED SCOPE OF WORK.

ITEMISED LAYOUT OF AREA.

- 1)RESTROOMS
- 2)GREASE TRAP
- 3)ALL PURPOSE SINK
- 4)HANDWASH SINK
- 5)DEEFPREEZ
- 6)3 COMPARTMENT SINK & DISHWASHER
- 7)WORK STATION
- 8)FRYER
- 9)HOOD WITH FIRE SUPPRESSION SYSTEM
- 10)NA
- 11)6 BURNER STOVE
- 12)FLAT TOP GRIDDLE
- 13)COUNTERTOP
- 14)CABINET ABOVE
- 15)WALK IN COOLER
- 16)CASHIER
- 17)DINING AREA
- 18)STORAGE
- 19)WATER HEATER
- 20)BAR
- 21)DINING AREA
- 22)NA
- 23)NA
- 24)STORAGE
- 25)STAFF RESTROOM
- 26)OFFICE
- 27)
- 28)

INDEX

SHEET A101.....LOCATION PLAN,PROPOSED FLOOR PLAN GENERAL INFORMATION CODES & NOTES

SHEET A102.....LIFE SAFETY PLAN

NOTES

GENERAL

- 1) ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2014 AND ALL OTHER APPLICABLE CODES AND STANDARDS.
- 2) THE CONTRACTOR PERFORMING WORK ON THIS PROJECT MUST BE LICENSED TO OPERATE IN ACCORDANCE WITH ALL GOVERNING AUTHORITY REQUIREMENTS.
- 3) THE CONTRACTOR HEREINAFTER, AND FOR THE DURATION OF THE PERIOD REQUIRED FOR THE COMPLETION OF THIS PROJECT SHALL BE REFERRED TO AS THE "TENANT'S CONTRACTOR"
- 4) THE TENANT'S CONTRACTOR SHALL COORDINATE ALL ACTIVITIES DURING CONSTRUCTION WITH THE LANDLORD'S PROJECT MANAGER, OR MALL MANAGER.
- 5) THE TENANT'S CONTRACTOR SHALL FOLLOW ALL CONSTRUCTION POLICIES AND PROCEDURES ESTABLISHED BY THE LANDLORD FOR THE SHOPPING CENTER.
- 6) THE TENANT'S CONTRACTOR SHALL NOTIFY THE MALL MANAGER OR PROJECT MANAGER WHENEVER THE REMODELING IS COMPLETE AND READY FOR INSPECTION.
- 7) IN THE EVENT THERE ARE DISCREPANCIES, INCOMPLETENESS, OR ANY OTHER UNSATISFACTORY ITEMS, A LIST (PUNCH LIST) WILL BE SENT TO THE TENANT'S CONTRACTOR FOR CORRECTION. THESE ITEMS MUST BE CORRECTED, COMPLETED, & INSPECTED FOR APPROVAL.
- 8) THE TENANT'S CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR INSPECTION BY THE CITY'S BUILDING AUTHORITIES.
- 9) ONE SET OF "AS BUILT" PLANS REFLECTING ANY SUBSEQUENT CHANGE TO INITIALLY APPROVED PLANS, MUST BE SENT TO THE LANDLORD'S TENANT COORDINATOR IMMEDIATELY UPON COMPLETION OF REMODELING WORK.
- 10) THE TENANT'S CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY TAKING MEASUREMENTS ON SITE AND SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS. ANY DISCREPANCIES SHALL BE REFERRED TO THE DESIGNER FOR ADJUSTMENTS OR CORRECTIONS.
- 11) THE TENANT'S CONTRACTOR SHALL VERIFY ROUGH OPENINGS, DIMENSIONS FOR DOORS,WINDOWS AND GLAZED AREAS.
- 12) THE TENANT'S CONTRACTOR SHALL COORDINATE WITH RESPECTIVE SUB-CONTRACTORS OR THEIR REPRESENTATIVES FOR ANY PROVISIONS FOR PROPER INSTALLATION OF MATERIALS AND OR EQUIPMENT.

LUMBER

- 1) LUMBER SHALL BE SOUTHERN PINE #2 OR EQUAL AND WOOD CONSTRUCTION SHALL BE IN ACCORDANCE WITH A.I.T.C.
- 2) ALL WOOD IN CONTACT WITH MASONRY OR EXPOSED TO WEATHER SHALL BE PRESSURE TREATED
- 3) PLYWOOD SHALL BE EXTERIOR TYPE CDX GRADE AT ALL EXTERIOR FOR SHEATHING AND ROOF UNDERLAYMENT.
- 4) STRUCTURAL WOOD METAL CONNECTORS SHALL CONFORM TO THE LATEST REQUIREMENT OF THE FLORIDA BUILDING CODE. ALL METALS, INCLUDING NAILS, FLASHING, AND DRIP EDGE, EXPOSED TO WEATHER SHALL BE GALVANIZED, UNLESS SPECIFIED OTHERWISE.
- 5) ALL WOOD TO BE USED IN TYPE II CONSTRUCTION SHALL BE FIRE RETARDANT TREATED. (FBC 603.1.1)

FINISHES

- 1) ALL FLOOR AND BASE BOARD IN GENERAL AREA TO BE WOOD AND SURFACES TO BE SMOOTH AND UNIFORMLY SLIP RESISTANT.
- 2) ALL FLOOR AND COVE BASE IN THE FOOD PREP, FOOD STORAGE, DRY STORAGE, COOKING AND DISHWASHING AREAS TO BE NON SKID PORCELAIN TILES.
- 3) ALL WALL IN GENERAL AREA AND DRY STORAGE AREAS SHALL BE GYPSUM BOARD. PAINT SHALL BE PRIMER AND FINISHED COAT AND SHALL BE SMOOTH WITHOUT RUNS SAGS OR DEFECTS.
- 4) ALL WALL IN FOOD PREP, FOOD STORAGE, COOKING AND DISHWASHING TO BE OF IMPERVIOUS MATERIAL FINISHED WITH PORCELAIN TILES.
- 5) ALL SURFACES SHALL BE SMOOTH AND EASILY CLEANABLE.
- 6) EXISTING CEILING IN GENERAL AREAS TO REMAIN. CEILING IN HIGH TEMPERATURE COMPARTMENT TO BE OF FIRE RESISTANT MATERIAL. FIRE STOP ALL PENETRATIONS OF THE FIRE RATED WALL AND OR CEILINGS WITH "3M" OR EQUAL FIRE BARRIER PRODUCT AND APPLY AS PER MANUFACTURER'S SPECS.

SEAL

DATE

ARCHITECT / ENGINEER

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT / ENGINEER AND MAY NOT BE REPRODUCED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF ARCHITECT / ENGINEER.

sheet number

A-101



JAMES E. GILGENBACH
ARCHITECTURE & PLANNING

9009 ONE PUTT PLACE PORT ST LUCIE
(561) 809 - 8491 FLORIDA 34986

PROJECT DESCRIPTION:

PROPOSED FACILITIES (for)
TRIOMPHE RESTAURANT &
LOUNGE L.L.C.
4208 & 4210 LAKE WORTH RD.,
PALM SPRINGS, FL. 33461

LEGAL DESCRIPTION:

PCN 70-42-44-25-00-000-1030
25-44-42.W 1/2 OF NW 1/4 OF NE
1/4 LESS N 60FT. SR 802 R/W &
W 30FT. RD R/W

REVISIONS

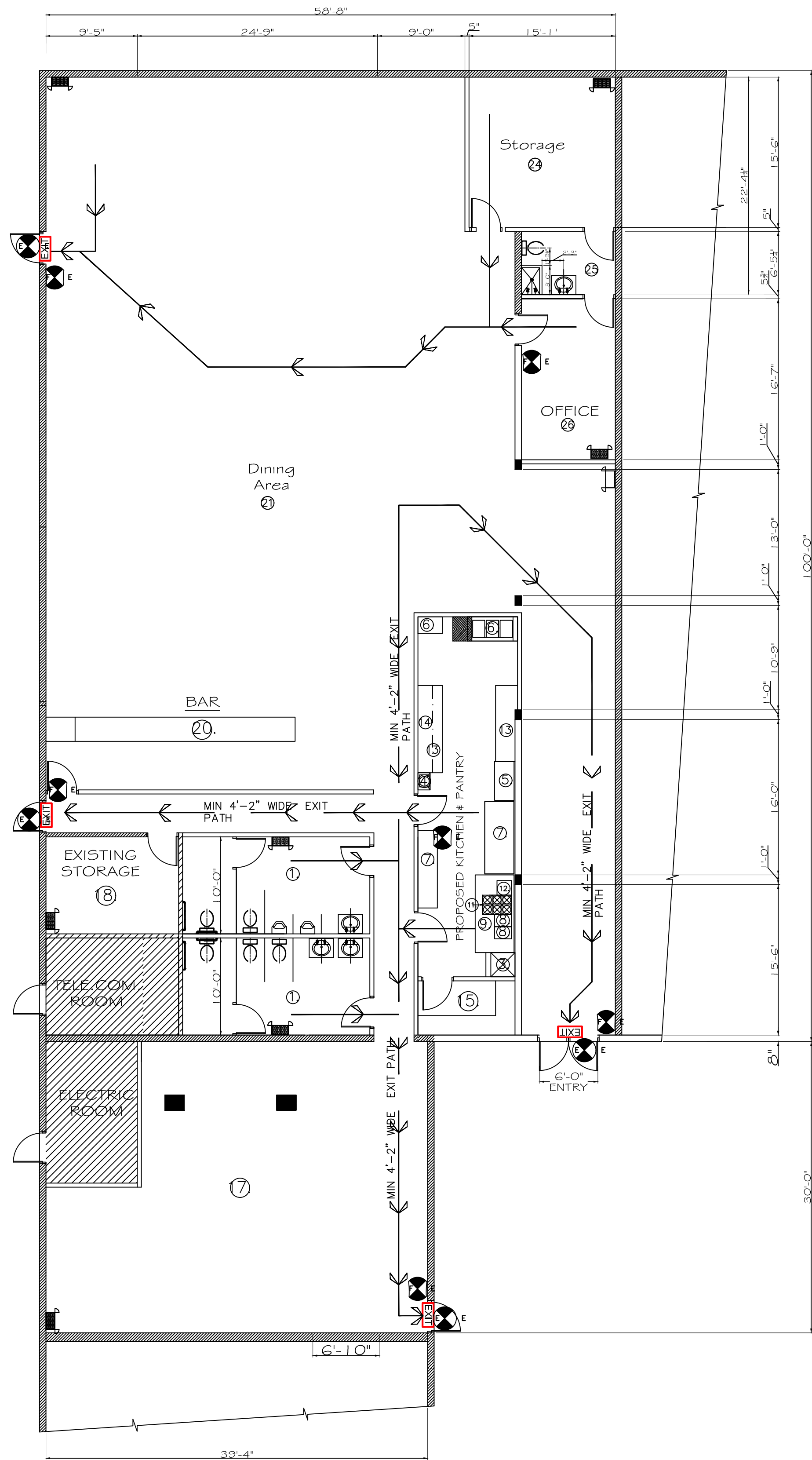
△△ See notes / Month.

SCHEDULE

DRAWING DATE: APR.2021
DRAWN BY: CNF
CHECKED BY:
PROJECT NUMBER: 2104017

SHEET TITLE:

SHEET A 101.....LOCATION PLAN,PROPOSED FLOOR PLAN GENERAL INFORMATION CODES & NOTES



LIFE SAFETY PLAN
(EMERGENCY EXIT ROUTE)

SAFETY LEGEND	
	EMERGENCY EXIT DOORS FITTED WITH PANIC HARDWARE
	EMERGENCY DUAL LIGHT 15W - MAX
	EXIT SIGN / LIGHT COMBO 2 ~ 15W
	4.45 kg. DRY CHEMICAL POWDER FIRE EXTINGUISHER.

- FIRE SAFETY NOTES**
- 1) PROVIDE 6" HIGH ADDRESS NUMBERS ON ALL EXTERIOR DOORS.
 - 2) PROVIDE DOOR HARDWARE DESCRIPTION FOR ALL DOORS. MUST BE SPECIFIED BY DOOR AND IN THE DOOR SCHEDULE.
 - 3) ALL EXTERIOR DOORS SHALL BE KEYED TO THE EXTERIOR.
 - 4) PROVIDE DIRECTIONAL SIGNAGE : (a) Provide sign on exit side of door by utility closet, (b) Provide exit sign at hall leading to exit as you pass through door.
 - 5) WALKING SURFACE INSIDE AND OUTSIDE OF EXTERIOR DOORS MUST BE NO MORE THAN 1/2" DIFFERENCE FOR THE LENGTH AND WIDTH OF THE DOOR.
 - 6) CONTRACTOR TO VERIFY FIRE WALLS AND REPAIR AS NEEDED TO PROVIDE 1-HR. SEPARATION. LABEL FIRE WALLS ABOVE CEILING AS PER FFPC 2010 NFPA 1.08/13. (TO BE NOTED ON STRUCTURAL / ARCHITECTURAL PLANS.)
 - 7) PROVIDE UL LISTED ASSY. FOR FIRE WALLS.

"CF" BUILDING SERVICES
design drafting, inspection, project management.
617 N Rosemary Ave., Apt B, West Palm Beach, FL 33407
Tele:- (954) 616-9809 / (561) 507-6414
email :- cfacsone@gmail.com

JAMES E. GILGENBACH & PLANNING
9009 ONE PUTT PLACE PORT ST LUCIE
(561) 809 - 8491 FLORIDA 34986

PROJECT DESCRIPTION:
PROPOSED FACILITIES (for)
TRIOMPHE RESTAURANT &
LOUNGE L.L.C.
4208 & 4210 LAKE WORTH RD.,
LAKE WORTH, FL. 33461

LEGAL DESCRIPTION:
PCN 70-42-44-25-00-000-1030
25-44-42.W 1/2 OF NW 1/4 OF NE
1/4 LESS N 60FT. SR 802 R/W &
W 30FT. RD R/W

REVISIONS	
	See notes / Sept.

SCHEDULE		
DRAWING DATE:	DRAWN BY: CNF	PROJECT NUMBER:
APR. 2021	CHECKED BY:	2104017

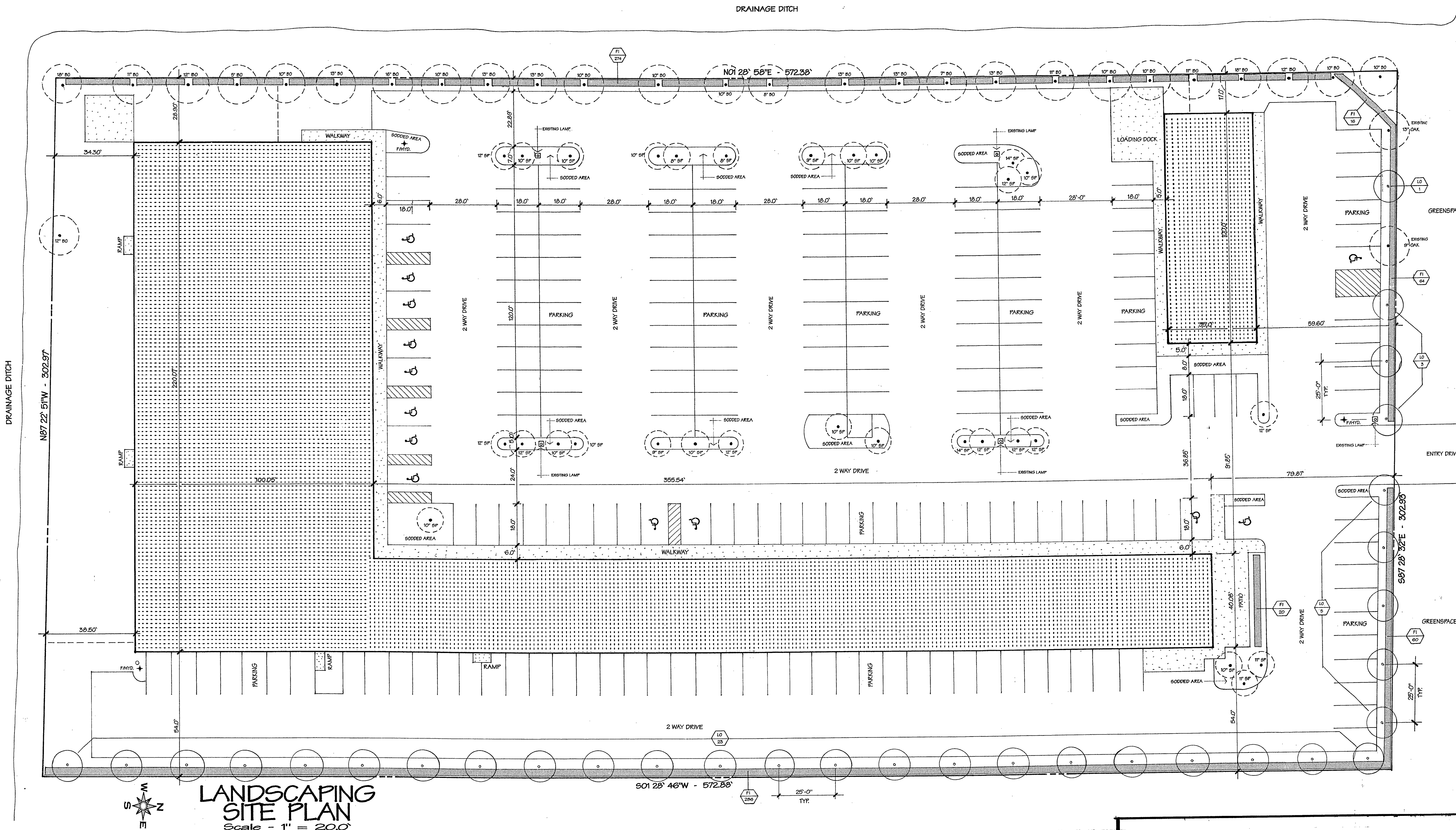
INDEX:
SHEET A 102....LIFE SAFETY PLAN

SEAL
DATE

ARCHITECT / ENGINEER

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT / ENGINEER AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF ARCHITECT / ENGINEER.

sheet number
A-102



**LANDSCAPING
SITE PLAN**
Scale - 1" = 20.0'

RECORD OFFICE
COPY

**Florida Design
Architects P.A.**
Gerald J. Oakley - Architect
License No. AR010374
AA2680198
11111 S. Hwy 1
N. Fort Worth, Florida 76106
817.588.0707
NOTE: This drawing is a copy of the original design of Florida Design Architects P.A. and is not to be used for any other project without the written permission of Gerald J. Oakley.

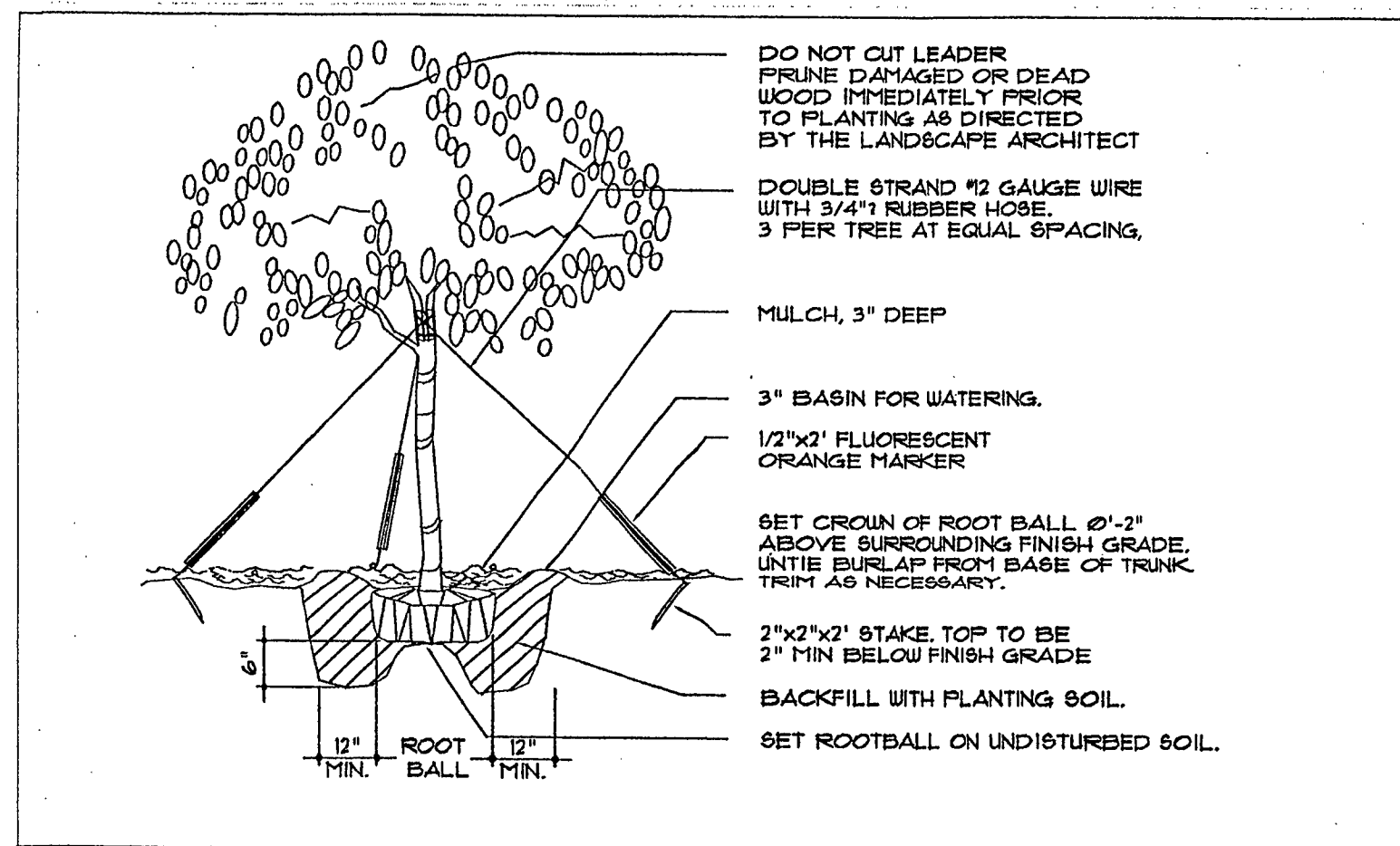
**Proposed
COMMERCIAL
INTERIOR RENOVATIONS**

for
NEW STATE OFFICES
4236 Lake Worth Road
Lake Worth, Florida

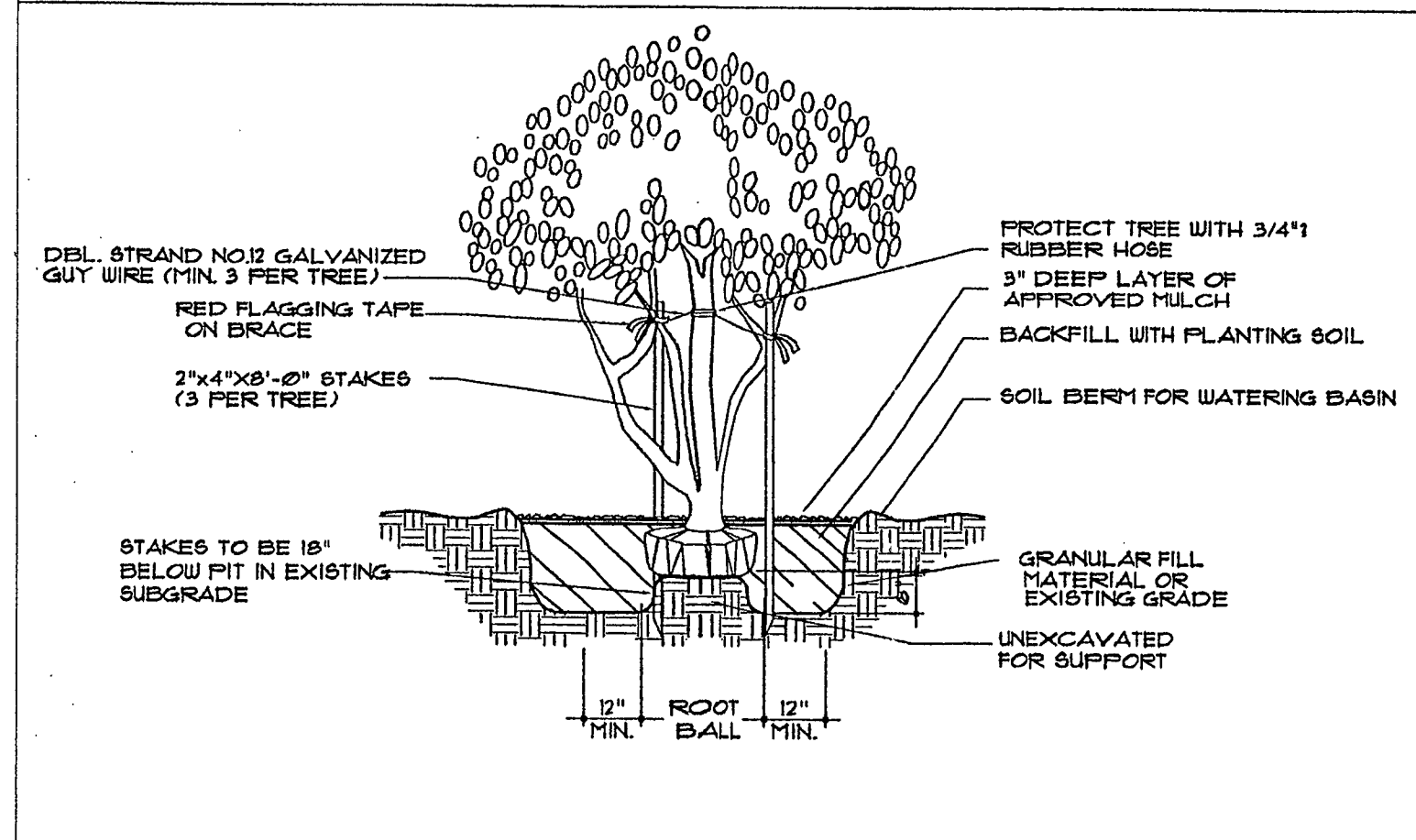
DATE: _____ REVISION: _____
JOB NO. _____ A.385.07
DATE: _____ Aug. 2007
**SHEET
L9**
OF SHEETS
All dimensions shown on these drawings shall take precedence over verbal dimensions. Contractor shall verify design team of any changes in dimensions of job conditions before any work is begun. Without due notification, Contractor takes responsibility for any changes in drawing or job conditions.

THIS PLAN HAS BEEN
REVIEWED FOR COMPLIANCE
OCT 29 2007
WITH PALM BEACH COUNTY
FIRE CODE COMPLIANCE IS
THE RESPONSIBILITY OF THE
PERMIT APPLICANT.
REVIEWER: DAWN SAULS

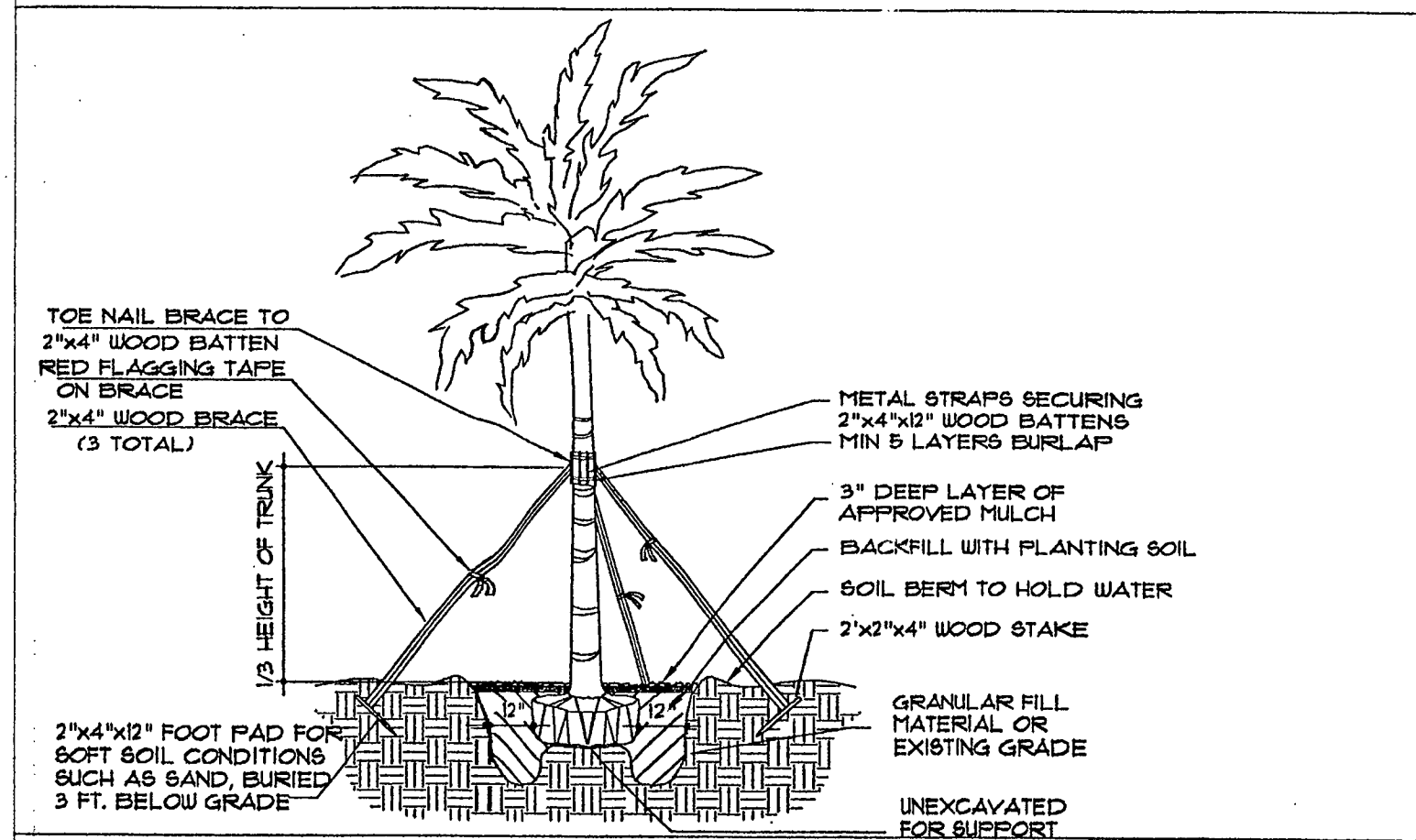
SEP 23 2017



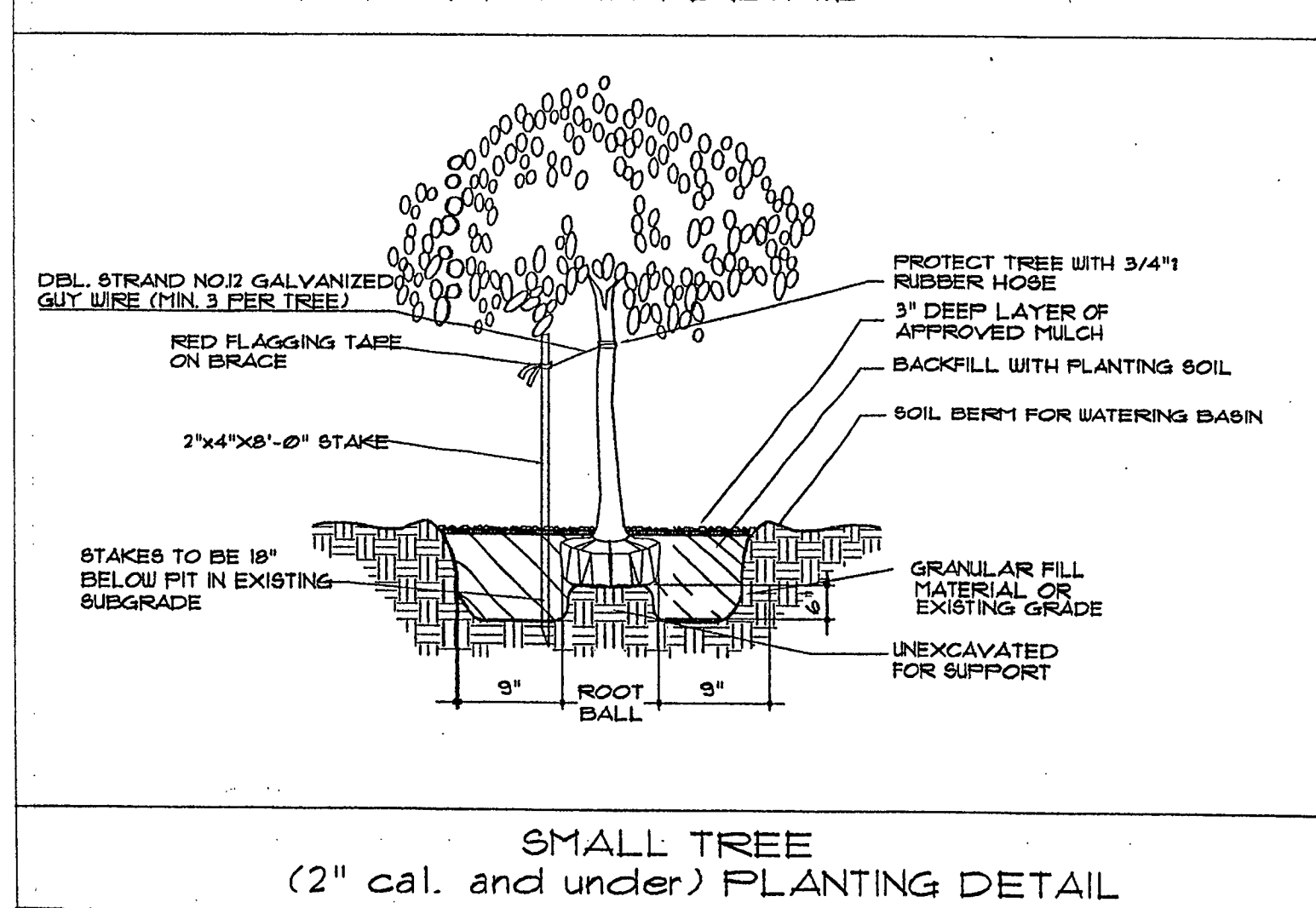
LARGE TREE
(2" cal. and over) PLANTING DETAIL



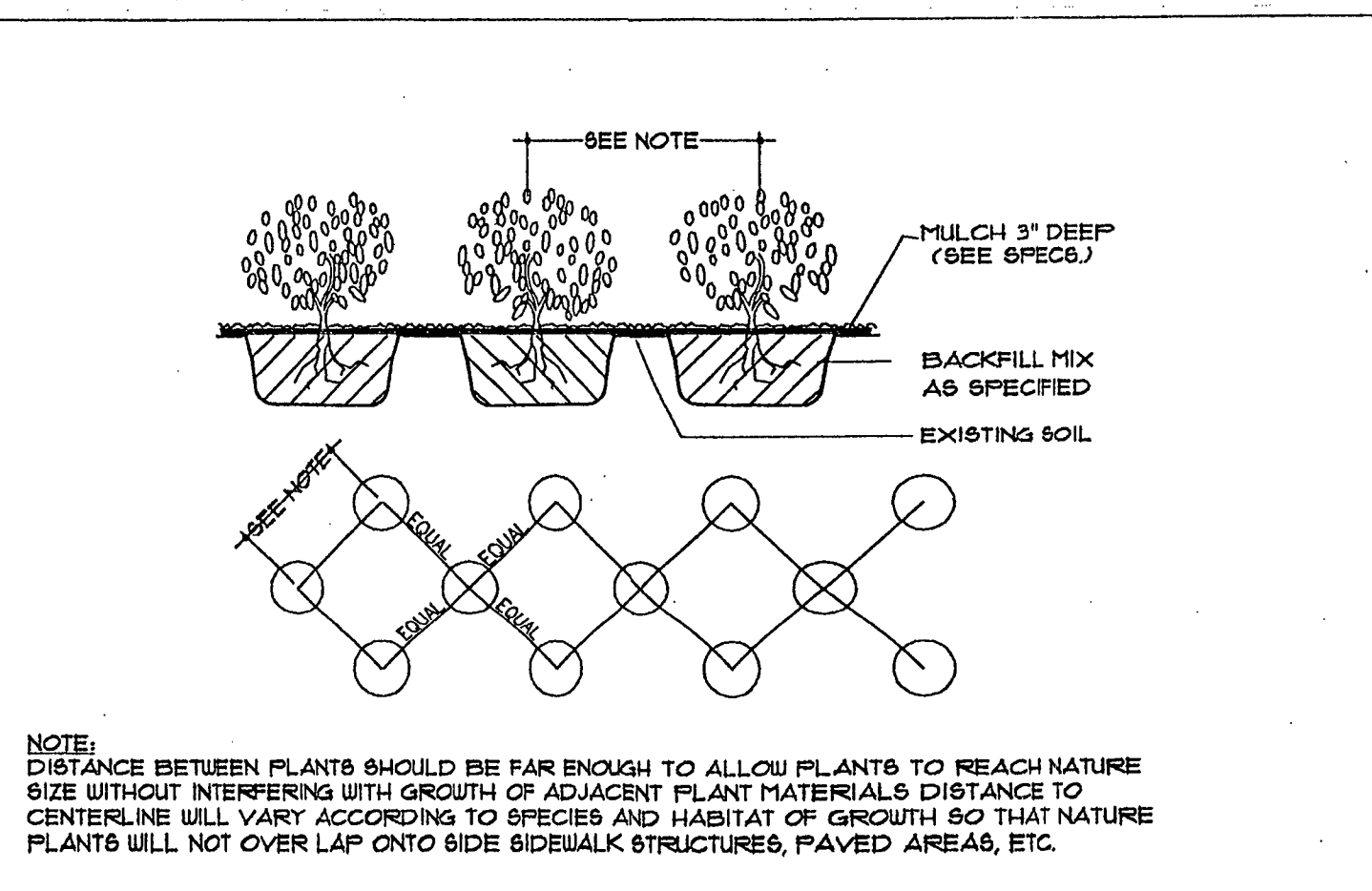
MULTI-TRUNK AND SMALL TREE
(2" cal. and under) PLANTING DETAIL



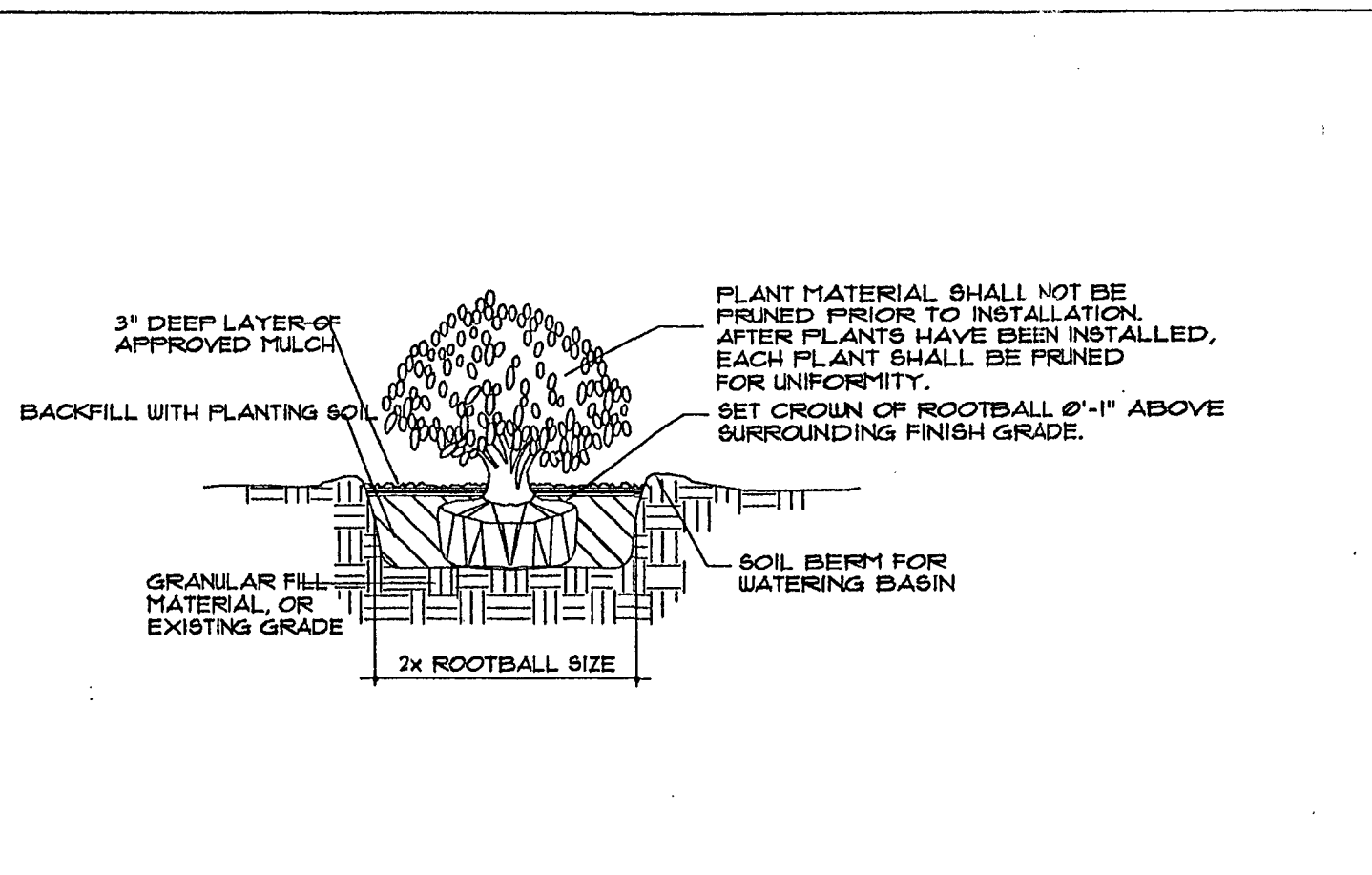
PALM PLANTING DETAIL



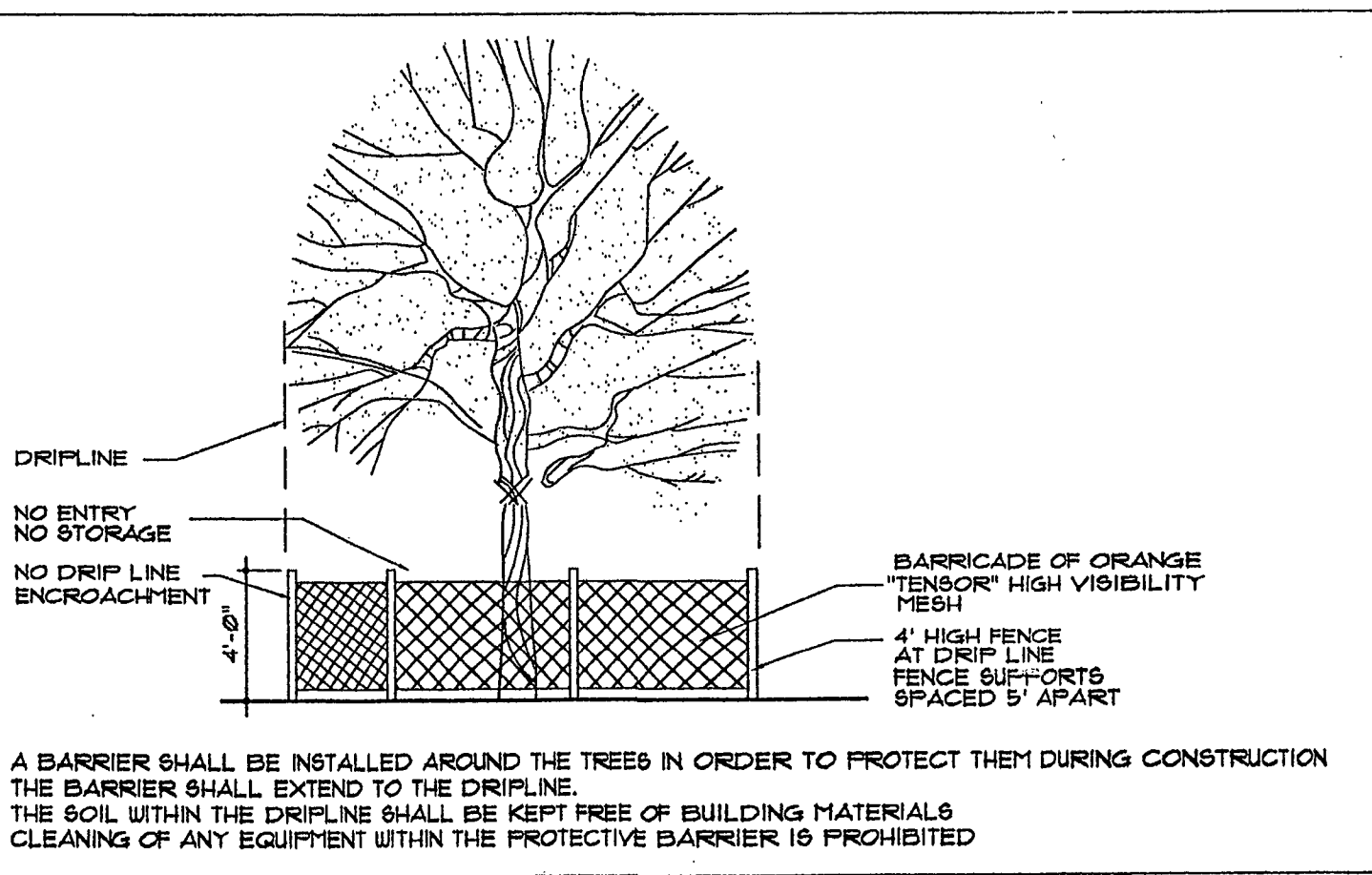
SMALL TREE
(2" cal. and under) PLANTING DETAIL



SHRUB/ GROUNDCOVER SPACING DETAIL



SHRUB PLANTING DETAIL



TREE PRESERVATION
BARRICADE FENCING DETAIL

LANDSCAPE PLANTING DETAILS

LANDSCAPE NOTES

1. PLANT MATERIAL: All plant material shall be Florida "or better" as established by "Grades and Standards for Nursery Plants" of the state of Florida, Department of Agriculture.
2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.
3. Quantities listed on the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, topsoil, fertilizer, etc. shall be included in the unit cost of the plants.
4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or plant list, the plan takes precedence.
5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or other organic mulch grade "B" or better.
6. The Planting Plan shall be installed in compliance with all existing City codes and applicable deed restrictions.
7. SOD: All areas not used for buildings, vehicular use areas, walks or planting beds shall be grassed. Grassing shall extend to any abutting street pavement edge and to the mean exterior line of any abutting canal, lake or waterway. Sod to be grade "A" seed free. All areas marked "Lawn" shall be St. Augustine "Floratum" solid sod. The Dry Retention area shall be "Bahia Grass" / "Paspalum Notatum". All sod shall be set level tight and even along planting beds.
8. Landscaping contractor is responsible for providing their own square footage takeoffs and field verifications for 100% sod coverage of all areas specified.
9. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas, 4" for seeded grass areas and 2" for sodded grass areas.
10. Planting soil to be a weed-free mixture of 50% sand, 40% muck, and 10% Canadian peat. All plant material to receive planting soil as per details. Planting soil backfill for all proposed Date Palms, Coconut Palms, Royal Palms and Liriodendrons shall be backfilled with 80% sand and 20% muck mixed with existing soil free of rock and debris. Bougainvillea species shall be backfilled with 100% sand at time of planting.
11. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.
12. Contractor to notify "Sunshine" at 1-800-639-4031 (48) hours prior to digging for underground utility locations.
13. Contractor shall be responsible for providing final grading of all associated planting areas.
14. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.
15. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 8).
16. No pruning of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.
17. Contractor shall stake 4 guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period.
18. All parking islands measuring less than 11 feet (including curbs) due to turning radii requirements shall have root barriers installed against the full perimeter of the island. All linerock shall be excavated from islands to a depth of 2-1/2 feet and backfilled with the specified planting mix.
19. Fertilizer for grass areas shall be NPK 16-4-8 @ 125 lbs/10000 s.f. or 545 lbs/acre. Nitrogen 50% slow release form 4 fertilizer to include secondary micronutrients.
20. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Architect, the owner and The City of Miramar.

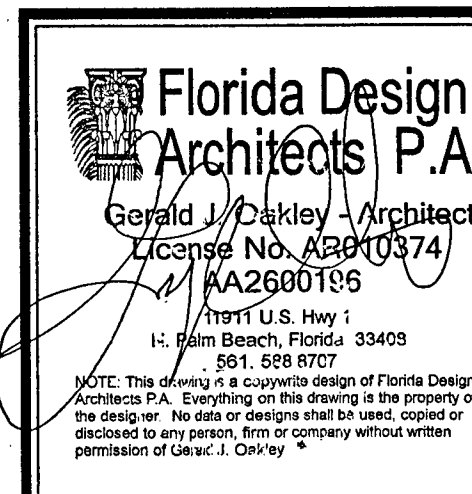
21. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition Contractor will continue watering of plant material until substantial completion and as needed thereafter for a period of 2 months.
22. EXISTING MATERIAL: All existing material shall be brought to current city code standards. All existing hedges must be continuous as required.
23. DRAINAGE EASEMENT: Written approval must be obtained from local water management district prior to planting within the drainage easement.
24. All new plant material shall be guaranteed for 1 year from time of final acceptance of project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10 days of notification. For all replacement plant material, the warranty period shall be extended an additional 45 days beyond the original warranty period. Warranty is null and void for plant material which is damaged or dies as a result of "acts of God" limited to hail, freeze, lightning, automobile damage, and wind exceeding 15 mph as defined by the Miami Hurricane Center. All trees that lean or are blown over caused by winds less than 15 mph will be re-set and braced by the Contractor at no additional cost to the Owner.
25. Type "D" curbing and wheel stops shall be provided in the V.I.A. Refer to paving and drainage detail sheet for detail of type "D" curb and wheel stop.
26. The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.
27. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
28. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
29. Root-prune all trees a minimum of (8) weeks prior to planting.
30. Tree grates shall be positioned to rest in the center of tree well and have uniform spacing around outside edges of castings. Install grates where indicated on plans flush and leveled with surrounding pavement surface. Install steel angle frame, in concrete flush and leveled with surrounding paving surface, maintain flush and leveled at all times.
31. All landscaped areas will be irrigated by an underground, automatic, rust-free irrigation system providing 100% coverage and 100% spray overlap. The system shall be maintained in good working order and designed to minimize water on impervious surfaces and not overpray walkways. A rain sensor device shall be installed to override the irrigation cycle of the system when adequate rainfall has occurred.
32. Hedge material shall be planted equal to the height of all dumpsters, transformers, mechanical equipment and other ground free-standing utility equipment or enclosures.
33. All plant material planted within the sight distance triangle areas (see plan) shall provide unobstructed cross-visibility at a horizontal level between 30 inches and 8 feet above adjacent street grade.
34. No canopy trees shall be planted within 12 feet of a light pole. No palm species shall be planted within 6 feet of a light pole.
35. Ground cover plantings shall provide not less than 75 percent coverage immediately upon planting and 100 percent coverage within 3 months after planting.
36. Tree protection barricades shall be provided around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.
37. Tree removal/relocation permits must be obtained for existing trees to be removed or relocated.
38. In all pedestrian areas, all trees and palms shall be maintained to allow for clear passage at an 8 foot clear trunk.

LANDSCAPE LEGEND

KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	QUAN.
TREES					
LO	Live Oak	Quercus Virginiana	14' / 16'	25' o.c.	32
OA	Water Oak	Existing			2
BO	Black Olive	Existing			23
SP	Sabal Palm	Existing			30
SHRUBS					
FI	Ficus Hedge	Ficus Benjamin	24' / 30'	24' o.c.	720

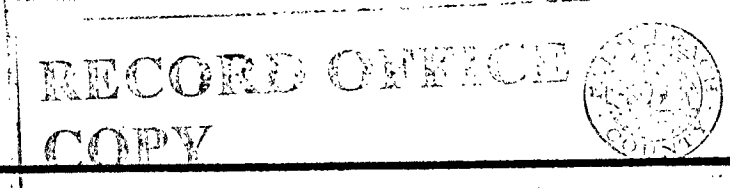
NOTE:
Irrigation system for new and existing landscaping is existing with multizone timers.

THESE PLANS HAVE BEEN
REVIEWED FOR COMPLIANCE
OCT 29 2007
WITH PALM BEACH COUNTY
FIRE CODE COMPLIANCE IS
THE RESPONSIBILITY OF THE
PERMIT APPLICANT
REVIEWER: DAVID A. SAULS



Proposed
COMMERCIAL
INTERIOR RENOVATIONS
for
NEW STATE OFFICES
4236 Lake Worth Road
Lake Worth, Florida

DATE	REVISION
JOB NO. DATE	A.385.07 Aug. 2007
SHEET L10	
OF SHEETS	





ADDRESS

4206 Lake Worth Rd.
Lake Worth, FL
33461
561-602-9853
561-685-4372

TRIOMPHE RESTAURANT MENU

HOURS

Monday 10am-11pm
Tuesday-10am-11pm
Wednesday-10am-11pm
Thursday-10am-11pm
Friday-10am-11pm
Saturday-10am-11pm
Sunday-10am-11pm

YOUR FAVORITE SPOT TO ENJOY A GREAT
CARIBBEAN MEAL

BREAKFAST

Plantain (Boiled) w/ Cod Fish in
sauce- \$10
Spaghetti w/ Smoked Herring -
\$10
Corn Meal w/ Cod Fish in sauce
- \$10

DESSERTS

Ask our servers what goes best
with your meal!

Ice Cream - \$5
Fruit cocktail - \$6
Vanilla Cake w/ Ice Cream - \$8
Chocolate Cake w/ Ice Cream- \$8

LUNCH & DINNER

Chicken (Stewed or fried) - \$13
Turkey (Stewed or fried) - \$15
Beef & Vegetable Stew - \$14
Conch (Grilled or in sauce) - \$30
Fish (Fried & in sauce) - \$35
Pork Fried (Griot) - \$15
Goat (Fried or in sauce) - \$30

*All served w/ Rice, Beans &
Plantain *

SIDES

Fried Plantains- \$3
French Fries - \$3
Acra - \$5
Hot Dogs - \$3
Wings - \$5
Rice or Corn Meal- \$5

FEATURING

Triomphe Bouillon (Goat
Soup) - \$15

DRINKS

Alcoholic

Red / White wine - \$8/Glass
Red / White wine - \$30/Bottle
Beer - \$5/Bottle

Non-alcoholic

Fruit Shake
(in season) - \$5-\$10
Iced Tea - \$2
Coffee - \$2
Softdrinks - \$2
Water - \$1



Haitian Akra



Rogelio J. Perez Gonzalez

From: Wesley Jolin R. <WJolin@pbcgov.org>
Sent: Tuesday, February 1, 2022 10:25
To: Rogelio J. Perez Gonzalez
Cc: Iramis Cabrera
Subject: RE: Triomphe Restaurant 4206-4208 Lake Worth Rd 202200140

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 additional comments.

Wesley Jolin, IAAI-CFI[®]
Fire Safety Specialist
Palm Beach County Fire Rescue
wjolin@pbcgov.org
561.233.2695
2300 North Jog Road: Suite 1E-40
West Palm Beach FL 33411

From: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Sent: Tuesday, February 1, 2022 9:36 AM
To: Wesley Jolin R. <WJolin@pbcgov.org>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: RE: Triomphe Restaurant 4206-4208 Lake Worth Rd 202200140

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Good morning Wesley,

Do you have any further comments on this proposed restaurant? I attached the site plan, floor plan, and life safety plan.

Thank you,



[\[gcc02.safelinks.protection.outlook.com\]](https://gcc02.safelinks.protection.outlook.com)

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

From: Wesley Jolin R. <WJolin@pbcgov.org>
Sent: Friday, January 21, 2022 11:28
To: Scott Ehrenberg <bergdesign07@hotmail.com>; Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>

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

GENERAL JURISDICTION DIVISION

CASE NO. **2018CA010496**

HML BIZ LLC

Plaintiff (s) / Petitioner (s)

vs.

KB INVESTMENT PROPERTY LLC; KENNETH BAILYNSON

Defendant (s) / Respondent (s)

CERTIFICATE OF TITLE

Chapter 45

THE UNDERSIGNED CLERK OF this Court Certifies that a Certificate of Sale was executed and filed in this action on **April 9, 2019** for the property described herein and that objections to the sale have either not been filed within the time allowed by statutory law or, if filed, have been heard by the court. The property in Palm Beach County, Florida is described as follows:

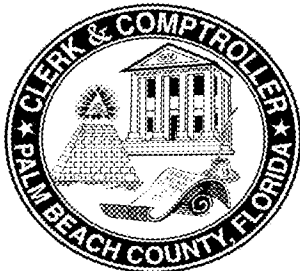
For full legal description, see attached

was sold to:

MAMPG, LLC

400 Post Ave Ste 303

Westbury, NY 11590



WITNESS my hand and seal of this Court on **April 23, 2019**.

Sharon R. Bock, Clerk & Comptroller, Palm Beach County

By: _____

Deputy Clerk

Duncan MacDonald

Consideration **\$2,800,200.00**

Doc Stamps **\$19,601.40**

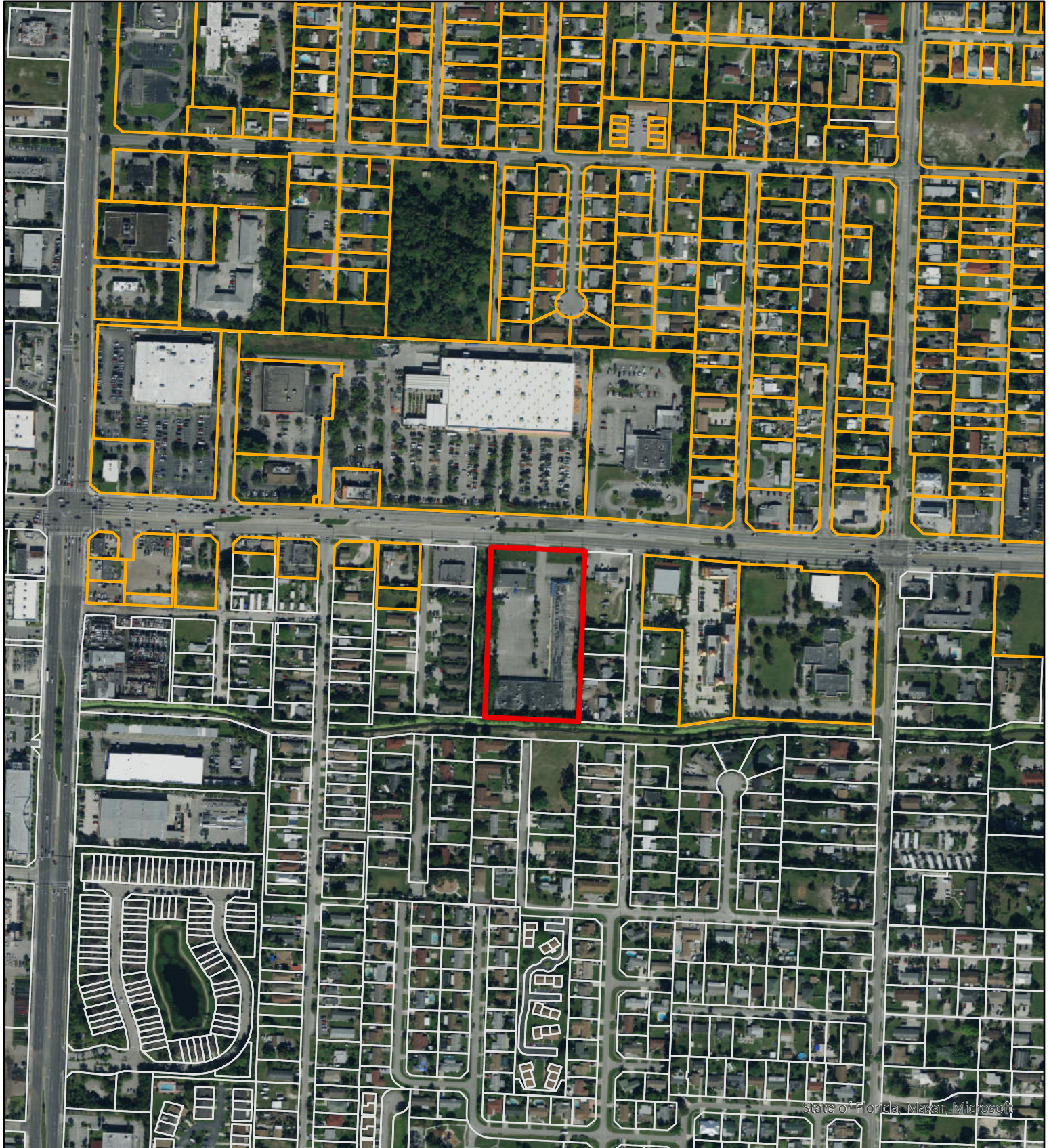
A parcel of land in Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{2}$, Less the North 100.00 feet and the West 30.00 feet thereof, in Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida; together with the North 100.00 feet of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$. Less the West 30.00 feet thereof, in Section 25, Township 44 South, Range 42 East, Palm Beach County, Florida. Less road right of way for Lake Worth Road.

Parcel Identification Number: 70-42-44-25-00-000-1030.

This is not a certified copy

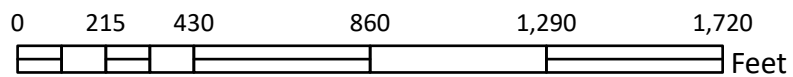
Village of Palm Springs

4206-4208 Lake Worth Road



State of Florida, Maxar, Microsoft

-  Village Parcels
-  70-42-44-25-00-000-1030



DATE: 2/16/2022

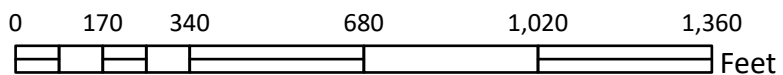


Village of Palm Springs

4206-4208 Lake Worth Road



-  Village Parcels
-  70-42-44-25-00-000-1030



DATE: 2/16/2022





Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Finance

ITEM #6: Ordinance No. 2022-10 - Establish FY 2022-23 Millage Rates - Operating & Debt Service (FIRST READING)

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY23) beginning October 1, 2022, and ending September 30, 2023. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser as well as other related financial information:

- The gross taxable value for all properties within the Village for FY 2023 is \$1,678,378,924 - an increase of \$194,386,542 over FY 2022.
- The rolled-back rate is calculated at 3.1707 per 1,000 of taxable value.
- The Village's proposed FY 2023 operating millage for the General Fund is \$3.50 per \$1,000 of the taxable value or an increase of 10.39% over the rolled-back rate (At 100% collection, the operating millage is expected to generate \$5,874,326 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is expected to be \$5,639,353).
- The total taxable value within the Village to calculate the debt service millage rate is \$1,682,010,606; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 2023 is \$0.2639 per \$1,000 of taxable value. That is a decrease of 0.0355 from FY 2022.
- The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2023 is \$64,175,858. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed \$3.50 per \$1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is \$224,615; however, the Village budgets at a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is \$213,385). This is the third year the Village has had the Palm Springs CRA.
- The combined proposed millage rates for FY 2022 (3.5000 operating + 0.2639 debt = 3.7639 total mills) is 0.0355 mills lower than the combined approved millage rates for FY 2022 (3.5000 operating + 0.2994 debt = 3.7994 total mills).

Ordinance No. 2022-10 establishes the final millage rates for the Fiscal Year 2023.

If approved on the 1st reading, the proposed FY 2023 millage rate ordinance will be presented to the Village Council for consideration on the 2nd and final reading on Thursday, September 22, 2022, Council meeting.

Note: Following final approval, staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR- 420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

FISCAL IMPACT:

Establishes the final operating millage rate and debt service millage rate for the proposed budget for the fiscal year 2022-2023.

ATTACHMENTS:

1. Ordinance No. 2022-10 Establish Millage Rates for FY 22-23
2. Certification of Voted Debt Millage (DR-420DEBT)
3. Certification of Taxable Value (DR-420)
4. Maximum Millage Levy Calculation (DR-420MM)
5. Tax Increment Adjustment (DR-420TIF)

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FISCAL YEAR 2022/ 2023; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida adopted Fiscal Year 2022 / 2023 final millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Village of Palm Springs, Florida, held public hearings as required by Florida Statute 200.065; and

WHEREAS, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$1,598,569,225 and the tangible personal property for nonexempt valuation of \$83,441,381, for a total gross taxable value for operating purposes of \$1,678,378,924.

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

Section 1. The Fiscal Year 2022/2023 operating millage rate for the Village of Palm Springs is hereby levied in the amount of \$3.5000 mills which is 10.39% increase over the rolled-back rate of \$3.1707. The general obligation debt service millage rate is hereby levied in the amount of \$0.2639 mills, for a total of \$3.7639 mills of nonexempt valuation of real and personal property within the Village.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 4. Effective Date. This ordinance shall become effective immediately upon adoption.

Council Member _____ offered the foregoing Ordinance and moved for 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	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council for the Village of Palm Springs, Florida, on second reading, on this _____ day of _____ 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 TORCIVIA, VILLAGE ATTORNEY



CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2022	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs
Levy Description : Palm Springs Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,598,569,225	(1)
2.	Current year taxable value of personal property for operating purposes	\$	83,441,381	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	1,682,010,606	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/28/2022 8:31 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.2639	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)
SIGN HERE	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified by Taxing Authority		7/22/2022 1:17 PM	
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :	Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



Reset Form

Print Form

CERTIFICATION OF TAXABLE VALUEDR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2022	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,594,937,543	(1)
2.	Current year taxable value of personal property for operating purposes	\$	83,441,381	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	1,678,378,924	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	3,788,720	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	1,674,590,204	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	1,483,992,382	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES ☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser:	Date :		
	Electronically Certified by Property Appraiser	6/28/2022 8:31 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.5000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	5,193,973	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	87,894	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	5,106,079	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	64,175,858	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	1,610,414,346	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.1707	per \$1000	(16)
17.	Current year proposed operating millage rate	3.5000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	5,874,326	(18)

Continued on page 2

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)				(21)
	☐ Yes ☒ No				
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 5,106,079	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			3.1707 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 5,321,636	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 5,874,326	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			3.5000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			10.39 %	(27)
First public budget hearing		Date : 9/8/2022	Time : 6:30 PM EST	Place : 226 Cypress Lane Palm Springs, FL 33461	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Electronically Certified by Taxing Authority			7/22/2022 1:17 PM	
	Title : Michael Bornstein, Village Manager		Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :		Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461		Phone Number : 5615848441		Fax Number : 5619650899

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2022		County : PALM BEACH	
Principal Authority : Palm Springs		Taxing Authority : Palm Springs	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.1707	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2021 , Form DR-420MM, Line 13	5.2379	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 1,483,992,382	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 7,773,004	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 87,894	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 7,685,110	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 1,610,414,346	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.7721	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.7721	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0613	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	5.0646	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.5711	per \$1,000 (14)
15.	Current year adopted millage rate	0.0000	per \$1,000 (15)
16.	Minimum vote required to levy adopted millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	5.0646	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 1,678,378,924	(18)

Continued on page 2

Taxing Authority :		DR-420MM R. 5/12 Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 0	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>	\$ 8,500,318	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM)</i>	\$ 0	(21)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 0	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM).</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>	\$ 8,500,318	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☒ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :	Physical Address : 226 CYPRESS LANE	
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899

Complete and submit this form to the Department of Revenue with the completed
 DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE
INSTRUCTIONS**

DR-420MM
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2022 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM shows the maximum millages and taxes levied based on your adoption vote. Each taxing authority must complete, sign, and submit this form to the Department of Revenue with their completed DR-487, *Certification of Compliance*, within 30 days of their final hearing.

Taxing authorities must also submit DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2021 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2021 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the adopted millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: 2022		County: PALM BEACH	
Principal Authority : Palm Springs		Taxing Authority: Palm Springs	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.1707	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2021 Form DR-420MM, Line 13	5.2379	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000	per \$1,000 (4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 1,483,992,382	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 7,773,004	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 87,894	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 7,685,110	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 1,610,414,346	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.7721	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.7721	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0613	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	5.0646	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.5711	per \$1,000 (14)
15.	Current year proposed millage rate	3.5000	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	5.0646	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 1,678,378,924	(18)

Continued on page 2

Taxing Authority : Palm Springs		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 5,874,326	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 8,500,318	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 5,874,326	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 8,500,318	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Electronically Certified by Taxing Authority		7/22/2022 1:17 PM
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :	Physical Address : 226 CYPRESS LANE	
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2022 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2021 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2021 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.


[Reset Form](#)
[Print Form](#)

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2022	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs
Community Redevelopment Area : PALM SPRINGS -2020	Base Year : 2019

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	353,329,514	(1)
2.	Base year taxable value in the tax increment area	\$	289,153,656	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	64,175,858	(3)
4.	Prior year Final taxable value in the tax increment area	\$	315,588,026	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	26,434,370	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :	Date :	
	Electronically Certified by Property Appraiser	6/28/2022 8:31 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	64,175,858	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	87,894	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Electronically Certified By Taxing Authority	7/22/2022 1:17 PM		
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :	Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899	

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Administration

ITEM #7: Ordinance No. 2022-11- Adopt FY 2022-2023 Budget (*FIRST READING*)

SUMMARY: In accordance with the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs in the amount of \$79,764,061 for the Fiscal Year (FY) beginning October 1, 2022, and ending September 30, 2023. The proposed budget is comprised of the following funds:

General Fund	\$ 32,758,044
American Rescue Plan Fund	\$ 7,340,000
Palm Springs CRA	\$ 2,453,462
Debt Service Fund	\$ 426,055
Water and Sewer Enterprise Fund	\$ 31,364,602
Stormwater Enterprise Fund	\$ 5,421,898
Total	\$ 79,764,061

The Village Council held a budget workshop on July 21, 2022, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function, as they will appear in the budget summary advertisement that will be published in the Palm Beach Post on September 18, 2022, and posted on the Village's website – www.vpsfl.org – in accordance with state law. A *draft* copy of the complete budget is available in the Office of the Village Clerk.

If approved on the 1st reading, the proposed FY 2023 budget ordinance will be presented to the Village Council for consideration on the 2nd and final reading during the September 22, 2022 Council meeting.

FISCAL IMPACT:

The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

ATTACHMENTS:

1. Ordinance No. 2022-11 FY 2023 Annual Fund Budget
2. FY23 - Budget Summary Advertisement
3. FY 23 Advertisement - Tax Increase

ORDINANCE NO. 2022 - 11

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.241(3), Florida Statutes (1997) requires a municipality to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, municipalities are required to adopt their budget "by ordinance, unless otherwise specified in the municipality's charter;" and

WHEREAS, all of the TRIM compliance measures have been achieved, including the two required public hearings, and all advertising requirements.

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

Section 1. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2022, in amount of \$79,764,061, are further described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 4. Effective Date. This ordinance shall become effective immediately.

Council Member _____ offered the foregoing Ordinance and moved for 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	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, 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, on this _____ day of _____, 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 TORCIVIA, VILLAGE ATTORNEY

**PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2022 - 2023**

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS
ARE 13.2% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	3.5000	\$5,644,353		\$213,385				\$5,857,738
Voted Debt Service Ad Valorem Tax	0.2639				\$426,055			\$426,055
Sales and Use Taxes		\$2,555,948						\$2,555,948
Utility Service Taxes		\$2,984,989						\$2,984,989
Local Business Taxes		\$413,000						\$413,000
Permits and Fees		\$2,771,920						\$2,771,920
Intergovernmental Revenues		\$4,307,103	\$0					\$4,307,103
Charges for Services		\$3,099,451				\$22,772,639	\$524,966	\$26,397,056
Fines and Forfeitures		\$248,000				\$559,710		\$807,710
Miscellaneous Revenues		\$436,316	\$20,000			\$89,596		\$545,912
TOTAL SOURCES		\$22,461,080	\$20,000	\$213,385	\$426,055	\$23,421,945	\$524,966	\$47,067,431
Transfers In		\$2,804,199		\$2,240,077		\$297,036	\$4,896,932	\$10,238,244
Fund Balances/Reserves/Net Assets		\$7,492,765	\$7,320,000	\$0		\$7,645,621		\$22,458,386
TOTAL REVENUES, TRANSFERS & BALANCES		\$32,758,044	\$7,340,000	\$2,453,462	\$426,055	\$31,364,602	\$5,421,898	\$79,764,061
EXPENDITURES/EXPENSES:								
Legislative		\$638,044						\$638,044
Executive		\$978,148						\$978,148
Finance		\$880,010						\$880,010
Legal		\$171,000						\$171,000
Human Resources		\$385,979						\$385,979
Information Technology		\$1,276,120						\$1,276,120
General Government		\$356,663						\$356,663
Planning, Zoning & Building		\$1,500,053						\$1,500,053
Law Enforcement		\$17,268,197						\$17,268,197
Sanitation		\$1,587,355						\$1,587,355
Water and Sewer Utility						\$28,428,593		\$28,428,593
Stormwater Utility							\$5,421,898	\$5,421,898
Public Works		\$3,625,609						\$3,625,609
Community Redevelopment Agency				\$2,453,462				\$2,453,462
Economic Development			\$0					\$0
Library		\$966,607						\$966,607
Parks and Recreation		\$2,805,909						\$2,805,909
Special Events		\$104,965						\$104,965
Debt Service					\$426,055	\$251,150		\$677,205
TOTAL EXPENDITURES/EXPENSES		\$32,544,659	\$0	\$2,453,462	\$426,055	\$28,679,743	\$5,421,898	\$69,525,817
Transfers Out		\$213,385	\$7,340,000	\$0		\$2,684,859		\$10,238,244
Fund Balances/Reserves/Net Assets		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		\$32,758,044	\$7,340,000	\$2,453,462	\$426,055	\$31,364,602	\$5,421,898	\$79,764,061

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

**NOTICE OF
PROPOSED TAX INCREASE**

The Village of Palm Springs has tentatively adopted a measure to increase its property tax levy.

Last year’s property tax levy:

- A. Initially proposed
tax levy.....\$ 5,198,114
- B. Less tax reductions due
to Value Adjustment
Board and other
assessment changes.....\$ 4,141
- C. Actual property
tax levy.....\$ 5,193,973

This year’s proposed
tax levy.....\$ 5,874,326

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 22, 2022
6:30 p.m.
at
Village of Palm Springs Council Chambers
226 Cypress Lane
Palm Springs, FL 33461

A FINAL DECISION on the proposed tax increase and the budget for Fiscal Year 2022-2023 will be made at this hearing.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 8, 2022

DEPARTMENT: Administration

ITEM #8: (*SECOND READING*) Ordinance No. 2022-09 - Village Code Amendment - Chapter 78 - Year-Round Landscape Irrigation Conservation Measures

SUMMARY: South Florida Water Management District (SFWMD) has requested all cities to amend existing water and irrigation conservation program restrictions and exemptions provided within municipal codes to give greater consistency with the rules adopted by the SFWMD.

The proposed ordinance (based on a model ordinance provided by SFWMD) establishes specific restrictions and exemptions to set guidance on the prudent use of water and landscape irrigation as established within SFWMD's rules promulgated in Florida Administrative Code Chapter 40E-24.

In summary, the proposed amendments:

1. Specify the allowable hours for landscape irrigation from 4:00 p.m. – 10:00 a.m.
2. Define the three (3) days per week permitted for landscape irrigation, determined by the oddor even-numbering of the property address.
3. In the event that SFMWD declares a water shortage emergency, water use shall be further restricted. Village Code Chapter 78, Article III sets forth that such a declaration shall also become enforceable within the Village.
4. Provide exemptions from restrictions for new lawns and landscaping.

Village staff recommends approval of Ordinance No. 2022-09, consistent with the rules adopted by the South Florida Water Management District.

The proposed ordinance was approved on first reading at the August 18, 2022 meeting and is being presented for consideration on the 2nd and final reading. It was advertised in the Lake Worth Herald on August 25, 2022.

FISCAL IMPACT:

Proposed Ordinance No. 2022-09 does not have a direct fiscal impact on the Village.

ATTACHMENTS:

1. Ordinance No. 2022-09 Creating Chapter 78, Article VI - Landscape Irrigation
2. Exhibit "A" to Ordinance No. 2022-09 Irrigation
3. Palm Beach County Water Resources Task Force Resolution No. 2021-01

ORDINANCE NO. 2022-09

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78 “UTILITIES”, TO ADD A NEW ARTICLE VI, “YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES”, PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE ORDINANCE; PROVIDING THE LANDSCAPE IRRIGATION MEASURES; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR ENFORCEMENT OF THE ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; PROVIDING FOR CODIFICATION OF THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Florida Water Management District (District) has the responsibility and exclusive authority under Chapter 373, Florida Statutes (F.S.), for regulating the consumptive use of water; and

WHEREAS, the District has promulgated Chapter 40E-2, Florida Administrative Code (F.A.C), for the consumptive use of water which includes Rule 40E-2.061, F.A.C., General Permits by Rule, regulating landscape irrigation at a single family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual Permits, regulating larger landscape irrigation users; and

WHEREAS, the District promulgated and amended Chapter 40E-24, F.A.C., requiring year-round irrigation conservation measures; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all users as defined in subsection 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., calls for year-round and permanent landscape irrigation restrictions, separate and independent from water shortage declarations, in accordance with Chapter 40E-21, F.A.C.; and

WHEREAS, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless of whether the water comes from ground or surface water, from a private well or pump, or from a public or private utility; and

WHEREAS, Rule 40E-24.301, F.A.C., provides that local governments may adopt a landscape irrigation ordinance that achieves water conservation consistent with Rule 40E-24.201, F.A.C., including variance and enforcement procedures; and

WHEREAS, the District strongly encourages local governments to adopt an ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

WHEREAS, the Village of Palm Springs, Florida (the “Village”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, it is the desire of the Village Council of the Village of Palm Springs to adopt such an Ordinance in accordance with Rules 40E-24.201 and 40E-24.301, F.A.C.; and

WHEREAS, the Village Council finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. . Recitals. The foregoing recitals are hereby affirmed and ratified as if fully set forth herein.

Section 2. Chapter 78 “Utilities” shall be amended to add a new Article VI “Year-Round Landscape Irrigation Conservation Measures” with provisions at Section 78-260 through 78-267, as provided in Exhibit “A” attached hereto.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

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	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, 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 _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY 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

EXHIBIT "A"
YEAR-ROUND LANDSCAPE
IRRIGATION CONSERVATION MEASURES

ARTICLE VI. – YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES

Sec. 78-260. - Intent and purpose

It is the intent and purpose of this Code to implement procedures to protect the water resources of the Village of Palm Springs and to promote water conservation through the efficient use of landscape irrigation and consistency with the South Florida Water Management District's (District) mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida Administrative Code, (F.A.C.). This Code will increase water use efficiency; prevent and curtail wasteful irrigation practices by providing mandatory landscape irrigation conservation measures; and prohibit the operation of irrigation systems in a manner causing water to be wasted.

Sec. 78.261. - Definitions

For the purpose of this Article, the following terms, phrases, words and their derivatives shall have the meaning listed below. When not inconsistent with the context, words used in the present tense also include the future, and words used in the singular also include the plural. The word "shall" is always mandatory and not merely directory.

- (1) "Address" means the "house number" (a numeric or alphanumeric designation) that, together with the street name, describes the physical location of a specific property. This includes "rural route" numbers, but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. If a lot number in a mobile home park or similar residential community is not used by the U.S. Postal Service (e.g., the park manager sorts incoming mail delivered to the community's address), then the community's main address shall be the property's address. If a property has no address, it shall be considered "even-numbered."
- (2) "Athletic Play Area" means all golf course fairways, tees, roughs, greens, and other athletic play surfaces; including, football, baseball, soccer, polo, tennis, lawn bowling fields, and rodeo, equestrian and livestock arenas.
- (3) "Consumptive Use Permit" (CUP) means a permit issued pursuant to Chapter 40E-2, F.A.C., authorizing the consumptive use of water.

- (4) "District" means the South Florida Water Management District, a government entity created under Chapter 373, Florida Statutes.
- (5) "Even-Numbered Address" means an address ending in the number 0, 2, 4, 6 or 8; rights-of-way or other locations with no address; or the letters A-M.
- (6) "Existing Landscaping" means any landscaping which has been planted in the ground for more than ninety (90) days.
- (7) "Landscaping" means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.
- (8) "Landscape Irrigation" means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.
- (9) "Low Volume Hand Watering" means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.
- (10) "Low Volume Irrigation" means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that water to be placed with a high degree of efficiency in the root zone of the plant. The term also includes water used in mist houses and similar establishments for plant propagation. Overhead irrigation and flood irrigation are not included.
- (11) "Micro-irrigation" means the application of small quantities of water on or below the soil surface as drops or tiny streams of spray through emitter or applicators placed along a water delivery line. Micro-irrigation includes a number of methods or concepts such as bubbler, drip, trickle, mist or micro-spray, and subsurface irrigation.
- (12) "New Landscaping" means any landscaping which has been planted and established for ninety (90) days or less.
- (13) "Odd-Numbered Address" means an address ending in the number 1, 3, 5, 7 or 9; or the letters N-Z.

- (14) "Reclaimed Water" means wastewater that has received at least secondary treatment, and basic disinfection and is reused after flowing out of a wastewater treatment facility as defined by Rule 62-40.210, F.A.C.
- (15) "User" means any person, individual, firm, association, organization, partnership, business trust, corporation, company, agent, employee or other legal entity, whether natural or artificial, the United States of America, and the State and all political subdivisions, regions, districts, municipalities, and public agencies thereof, which directly or indirectly takes water from the water resource, including uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.
- (16) "Wasteful and unnecessary" means allowing water to be dispersed without any practical purpose to the water use; for example, excessive landscape irrigation, leaving an unattended hose on a driveway with water flowing, allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use; for example, allowing landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other impervious surfaces; or allowing water flow through a broken or malfunctioning water delivery or landscape irrigation system.
- (17) "Water Resource" means any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.
- (18) "Water Shortage" means when the District determines there is the possibility that insufficient water will be available to meet the present and anticipated needs of the users, or when conditions are such as to require a temporary reduction in total use within a particular area to protect water resources from serious harm. A water shortage usually occurs due to drought.
- (19) "Water Shortage Emergency" means when the District determines the provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or welfare; the health of animals, fish, or aquatic life; a public water supply; or commercial, industrial, agricultural, recreational, or other reasonable-beneficial uses.

Sec. 78-262. - Application

- (1) The provisions of this Article shall apply to each user providing landscape irrigation from all water resources within the boundaries of the Village of Palm Springs and/or its utility service area. The provisions of this Article shall not apply to athletic play areas or agricultural operations (including nurseries), and irrigation accomplished using reclaimed water.

- (2) Declaration of a water shortage condition and/or water shortage emergency within all or parts of the Village by the District's Governing Board or Executive Director shall supersede this Code for the duration of the applicable declaration, in accordance with Article III of this Chapter. A water shortage usually occurs due to drought.
- (3) Such a declaration would apply to all users using the water resource within the geographical areas subject to a water shortage or water shortage emergency, as determined by the District, whether from public or privately-owned water utility systems, private wells or private connections with surface water bodies, but shall not apply to users using reclaimed water or saltwater.

Sec. 78-263. - Year-Round Permanent Landscape Irrigation Measures

The following requirements or exceptions shall apply to all users, unless otherwise specified.

- (1) Landscape irrigation shall be prohibited daily between the hours of 10:00 a.m. and 4:00 p.m., except as provided below.
- (2) Irrigation of existing landscaping shall comply with the following provisions:
 - a. Even-Numbered Addresses and rights-of-way, or other locations without an address, may accomplish necessary landscape irrigation only on Tuesdays, Thursdays, and/or Sundays.
 - b. Odd-Numbered Addresses may accomplish necessary landscape irrigation only on Mondays, Wednesdays, and/or Saturdays.
- (3) Irrigation of new landscaping shall comply with the following provisions:
 - a. New Landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the listed watering days and times.
 - b. A ninety (90) day establishment period begins on the day new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - c. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.

- d. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
 - e. Irrigation of the new landscaping is limited to areas containing only the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Code if the zone in question is for an area that contains at least fifty percent (50%) new landscaping. If a zone contains less than fifty percent (50%) new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, or any appropriate method which isolates and waters only the new landscaping.
- (4) Irrigation systems may be operated outside restricted days and/or times for cleaning, maintenance, and repair with an attendant on-site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
 - (5) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides, and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall be allowed under the following conditions:
 - a. Such watering-in shall be limited to one (1) application in the absence of specific alternative instructions from the manufacturer; and
 - b. Such watering-in shall be accomplished during normal watering days and times listed above unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
 - (6) Any plant material may be watered using low volume irrigation, micro-irrigation, low volume hand watering methods, rain barrels, cisterns, or other similar rain-harvesting devices without regard to the listed watering days or times.
 - (7) In addition to the specific listed measures, all wasteful and unnecessary water use is prohibited.
 - (8) In the event the District imposes restrictions on landscape irrigation for new and existing installations which are more restrictive than those imposed by this Code, such as under the declaration of a water shortage or water shortage emergency, the more restrictive regulations shall apply for the applicable duration of the more restrictive regulations.

- (9) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Code, which affect each particular water use.

Sec. 78-264. - Additional Measures

Any user who purchases and installs an automatic landscape irrigation system shall properly install, maintain, and operate technology that inhibits or interrupts operation of the system during periods of sufficient moisture in accordance with Section 373.62, Florida Statutes.

Sec. 78-265. - Variance Relief

- (1) Any user affected by this Article may apply for a variance to the Village Manager, or their designee. A variance from specific day or days identified in this Article may be granted if strict application of the restrictions would lead to unreasonable or unfair result, provided the applicant demonstrates with particularity that compliance with the schedule will result in substantial economic, health, or other hardship on the applicant, or those the applicant serves. Relief may be granted only upon a demonstration that such hardship exists, is peculiar to the person or the affected property, is not self-imposed, and further demonstrates that granting the variance would be consistent with the general intent and purpose of this Code.
- (2) Examples of circumstances for a variance include, but are not limited to:
- a. Two (2) or more properties which share a common source of water;
 - b. A public or private water system experiencing or anticipating distribution problems;
 - c. A user maintains an irrigation system that uses soil moisture sensors or weather-based irrigation controllers; or
 - d. Where a contiguous property is divided into different zones, a variance may be granted so that each zone may be irrigated on days different than other zones of the property.
 - e. Where a user maintains, manages, or owns a non-residential property, such as a house of worship or weekly market (farmer/flea), where the primary day of use, operation, or attendance for the property coincides with the prescribed watering day for the address.
 - f. However, no single zone may be irrigated more than three (3) days per week unless a user maintains an irrigation system that uses soil moisture sensors or weather-based irrigation controllers.

- (3) Upon receipt of an application for variance from the requirements of this Article, the Village Manager or designee shall render a decision on the variance within 30 days. Denials of variance relief may be appealed to the Village Council within 15 days of the user's receipt of the notice of denial. Any notice of denial or subsequent appeal shall be sent by certified mail, return receipt requested.
- (4) A variance application and/or granting a variance under provisions of this Article shall operate prospectively, shall not stay or abate the enforcement of the provisions of this Article, and shall not affect any prior or pending enforcement actions against the affected person that have been initiated pursuant to the provisions of this Article.
- (5) If a variance is granted, the user shall be required to post a notice at each parcel to which the variance pertains.
- (6) A variance is invalid if it has expired or if the user or its agent violates the terms of the variance.
- (7) Recognition of District Variances. The Village recognizes and adopts all irrigation variances or waivers issued by the District.

Sec. 78-266. - Enforcement

Every law enforcement official having jurisdiction in the area governed by this Article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this Article pursuant to the procedures set forth in Chapter 2, Section III, or by filing an action in civil court for injunctive relief. The Village Manager may also delegate enforcement responsibility for this Article to other departments of the Village government, or areas in the utility service area governed by this Article, in accordance with state and local law.

Sec. 78-267. - Penalties

Any user who violates any provision of this Article shall also be subject to the Village remedies as authorized the Village of Palm Springs Code of Ordinances, or as otherwise then allowed by law. The applicable penalties shall be determined by the forum selected to enforce the violation.

- (1) Wasteful and unnecessary water use violations that are irreparable or irreversible in nature which shall include without limitations, a broken irrigation system and/or water pipe that allows water to flow from a broken sprinkler head, outdoor faucet, or other malfunctioning plumbing or irrigation system component, or other water system malfunction that continuously disperses a high quantity of water, shall be subject to the following provisions:

- a. First violation can be a written warning. No more than one (1) written warning shall be issued.
 - b. Second violations, fine as established by Village Council resolution.
 - c. Third violations, fine as established by Village Council resolution.
 - d. Fourth and subsequent violations, fine as established by Village Council resolution.
- (2) Each day a violation occurs is a separate offense. The Village, in addition to the criminal sanctions, may take any other appropriate legal action, including, emergency injunctive action to enforce Code provisions.
- (3) Notice of alleged violations shall be provided to the alleged violator by a local law enforcement official(s), code inspector or any other person designated by the Village Manager, or by certified mail, return receipt requested, to the owner of the property in question at the address listed with the tax collector's office for tax notices, or property appraiser's records, and at any other address provided to the Village. If notice is provided by certified mail and returned unclaimed or refused, notice may be provided by posting same in a conspicuous location at the subject property.

RESOLUTION NO. 2021-01

RESOLUTION OF THE PALM BEACH COUNTY WATER RESOURCES TASK FORCE ON LANDSCAPE IRRIGATION

WHEREAS, the Palm Beach County Water Resources Task Force (Task Force) was created to identify and evaluate opportunities and impediments to providing future water supply, conservation, wastewater treatment, and reuse or reclaimed water opportunities that are most efficient and cost effective; and

WHEREAS, the mission of the Task Force is to work collaboratively to identify and evaluate potential regional and sub-regional water supply strategies and solutions of appropriate water quality to meet countywide future water resources needs and water conservation goals; and

WHEREAS, in 1985, Palm Beach County adopted Ordinance Number 85-11 (as amended in 2001 by Ordinance Number 2001-008), providing for local implementation of the South Florida Water Management District (SFWMD) Water Shortage Plan and to protect the water resources of Palm Beach County from the harmful effects of overutilization during periods of water shortage; and

WHEREAS, in 1991, Palm Beach County adopted Ordinance Number 91-52, known as the Palm Beach County Water and Irrigation Conservation Ordinance (which was thereafter repealed and replaced in its entirety in 1993 by Ordinance Number 93-3), a countywide ordinance imposing permanent restrictions on landscape irrigation and establishing a regulatory framework and guidance document to help ensure consistent water and landscape irrigation conservation throughout Palm Beach County; and

WHEREAS, the SFWMD authorizes the consumptive use of water for landscape irrigation by rule and through individual and public water supply permits; and

WHEREAS, it is estimated that 50 percent or more of potable water used is for landscape irrigation and considerable water savings can be achieved by implementing water conservation ordinances and educating residents through consistent public outreach; and

WHEREAS, the SFWMD has committed to assist Palm Beach County and other municipalities in adopting and implementing mandatory year-round landscape irrigation conservation measures, as well as partnering with local governments to implement water conservation public education and outreach; and

WHEREAS, in 2010, the SFWMD adopted a Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (Chapter 40E-24, Florida Administrative Code (F.A.C.); Landscape Irrigation Rule) which calls for year-round mandatory landscape irrigation restrictions, separate and independent from water shortage declarations, in accordance with Chapter 40E-21, F.A.C., and is intended to ensure the long-term sustainability of the water resources of the region, increase water use efficiency, and prevent and curtail wasteful water use practices through landscape irrigation restrictions by all users; and

WHEREAS, the SFWMD Landscape Irrigation Rule: 1) applies to all water users in Palm Beach County, unless otherwise specified, 2) prohibits landscape irrigation daily between the hours of 10:00 a.m. and 4:00 p.m., 3) authorizes landscape irrigation two days or three days per week, 4) allows local governments to enact ordinances establishing alternative landscape irrigation conservation measures, 5) allows local governments the ability to grant variances and waivers, 6) temporarily allows irrigation up to six days per week for newly installed landscaping, 7) provides special provisions to operate irrigation systems for cleaning, maintenance, and repair purposes, and 8) requires local governments to respond to address-specific or location-specific violations of the Landscape Irrigation Rule at the SFWMD's request; and

WHEREAS, the SFWMD Landscape Irrigation Rule encourages each local government to adopt an ordinance in accordance with 40E-24.201 and 40E-24.301, F.A.C. that achieves water conservation consistent with the SFWMD Landscape Irrigation Rule, including variance and enforcement procedures; and

WHEREAS, local governments in Palm Beach County currently have diverse irrigation ordinances in place, many adopted prior to the SFWMD Landscape Irrigation Rule, or none at all; and

WHEREAS, the Task Force encourages residents and local governments to do their part to promote water conservation through the implementation of efficient landscape irrigation practices.

NOW, THEREFORE, BE IT RESOLVED BY THE PALM BEACH COUNTY WATER RESOURCES TASK FORCE, that the Task Force hereby encourages Palm Beach County, and all municipalities within the County, to promote water conservation through the adoption of local ordinances in accordance with the SFWMD Landscape Irrigation Rule.

Duly passed and adopted this 28th Day of January 2021



Milton (Chip) Block, Chair
Palm Beach County Water Resources Task Force



Village of Palm Springs

Staff Report

AGENDA DATE: September 8, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #9: Ordinance No. 2022-07 - Comprehensive Plan Amendment - Tenth Avenue Incubator Overlay

SUMMARY: The Planning, Zoning & Building Department (PZ&B) is proposing text amendments to the Future Land-Use Element to establish a Tenth Avenue Incubator Overlay (TAIO) in an effort to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial in nature, designated in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth (10th) Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road. The objective of the TAIO would be to promote the redevelopment of the properties by creating a distinct character and identity.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, considering the design elements and development standards outlined in the Village Land Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, are not obnoxious in nature, and are compatible with adjacent residential uses.

Rather than consider land-use changes on a parcel-by-parcel basis, which leads to concerns about compatibility and "spot zoning", an overlay approach is proposed to permit innovative designs in exchange for design and uses considerations.

The proposed TAIO (land development regulations and design requirements) was initially drafted by the property owner and was discussed with the PZ&B Director, the Assistant Village Manager, and the Village Manager. Staff has proposed various revisions to the property owner's suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Tenth Avenue Incubator Overlay provides the following:

- The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design, to establish an identity for the unified planned development.
- The building façade(s) facing 10th Avenue North should be designed in a manner to resemble an office, retail or showroom building.

- Bay doors shall be screened from adjacent residential uses and bay doors shall not face adjacent streets.
- Manufacturing and assembly portions of the design shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor and other conditions.

The proposed TAIO encompasses 4 parcels and a total of 8.6075 acres. The area is designated in the Commercial Land Use category.

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

Note: Notifications were mailed to all property owners abutting the TAIO on July 19, 2022.

The Planning and Zoning Board considered this application during their August 9, 2022 meeting and recommended approval. The Local Planning Agency (LPA) will consider the proposed Comprehensive Plan Text Amendment during their meeting on September, 2022.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Assistant Village Manager and by the Village Attorney.

If approved on the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council in October/November, 2022 following a state and regional review.

FISCAL IMPACT:

Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

ATTACHMENTS:

1. Proposed Ord No. 2022-07 Text Amendment - Comprehensive Plan - TAIO
2. Exhibit "A" - TAIO - Comprehensive Plan Amendment
3. Public Hearing Notification - Village of Palm Springs

ORDINANCE NO. 2022-07

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, AS AMENDED, AMENDING THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE THE "TENTH AVENUE INCUBATOR OVERLAY", PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY REPEAL OF ALL ORDINANCES IN CONFLICT, SEVERABILITY; AN EFFECTIVE DATE; AND, FOR OTHER PURPOSES.

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

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

WHEREAS, the Village desires to create a "Tenth Avenue Incubator Overlay" in the Future Land Use Element of the Comprehensive Plan in order to promote the redevelopment of the commercial properties located on the northwest corner of 10th Avenue North and Florida Mango Road; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, and Rule 9J-5, Florida Administrative Code, all subsequent amendments to the Plan must be adopted in accordance with detailed statutory procedures; and

WHEREAS, the Village's Local Planning Agency ("LPA") has considered the proposed amendments at a duly advertised meeting and has recommended that the Council adopt the Plan Amendments as set forth in the attached Exhibit "A"; and

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

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

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends the current Comprehensive Plan dated January 11, 2018, as amended, to create the "Tenth

Avenue Incubator Overlay" in the Future Land Use Element, which amendment consists of the pages attached hereto as Exhibit "A" and made a part hereof, and which will be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the Village Clerk.

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

Section 3. The Village Clerk is hereby directed to transmit the comprehensive plan amendment documents to the Department of Economic Opportunity and other agencies within ten (10) working days, in accordance with Section 163.3184, Florida Statutes.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 6. Effective Date. The effective date of this Plan Amendment shall be in accordance with Section 163.3184, Florida Statutes; however, not later than thirty-one (31) days after the State Land Planning Agency has received the completed Amendment package. No development order, development permits, or land uses dependent on this Amendment may be issued or commenced before the Amendment has become effective.

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

Ordinance No. 2022-07 Text Amendment to Create the "Tenth Avenue Incubator Overlay"

	<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 this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Tenth Avenue Incubator Overlay

Future Land Use Element

Objective T: A Tenth Avenue Incubator Overlay (“TAIO”) shall be maintained in the Village’s Land Development Regulations in order to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial in nature, designed in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth (10th) Avenue, generally located north of 10th Avenue North, between Palm Drive and S. Florida Mango Road, as depicted on Map T-1:



Map T-1

- Policy T.1: Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village Lands Development Regulations for the TAIO.
- Policy T.2: Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, and are not obnoxious in nature, and are compatible with adjacent residential uses.



PUBLIC HEARING NOTICE

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

Tuesday, August 9, 2022 at 6:30 p.m. by Planning & Zoning Board
Thursday, September 8, 2022 at 6:30 p.m. by Local Planning Agency
Thursday, September 8, 2022 at 6:30 p.m. by the Village Council, after LPA Meeting

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

Comprehensive Plan (Text) Amendment and Land Development Regulations Amendment

Village-initiated amendments to establish a Tenth Avenue Incubator Overlay. The intent of the Tenth Avenue Incubator Overlay ("TAIO") is to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial in nature, designed in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth (10th) Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village Lands Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, and are not obnoxious in nature, and are compatible with adjacent residential uses.

The proposed TAIO encompasses 4 parcels and a total of 8.6075 acres (see map). The area is designated with the Commercial Land Use category.

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) 584-8200 at least three (3) days prior to the meeting to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA

Kimberly M. Wynn, Village Clerk

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Village of Palm Springs

Staff Report

AGENDA DATE: September 8, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #10: Ordinance No. 2022-08 - Village Code Amendment - Chapter 34 - Tenth Avenue Incubator Overlay

SUMMARY: The Planning, Zoning & Building Department is proposing amendments to the Land Development Regulations to establish a Tenth Avenue Incubator Overlay (TAIO) within a new Subdivision XI to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial, designated in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only apply to Commercial General (CG) zoned properties fronting Tenth (10th) Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road. The objective of the TAIO would be to promote the redevelopment of the properties by creating a distinct character and identity.

Development in the TAIO shall utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village Land Development Regulations for the TAIO.

Projects that comply with the requirements of the TAIO may be approved under the Land Development Regulations so long as such Incubator Uses do not generate dust, or create a noise nuisance, and is not obnoxious, and is compatible with adjacent residential uses.

Rather than consider land-use changes on a parcel-by-parcel basis, which leads to concerns about compatibility and "spot zoning", an overlay approach is proposed to be utilized to permit innovative designs in exchange for design and uses considerations.

The proposed TAIO (land development regulations and design requirements) was initially drafted by the property owner and was discussed with the Planning, Zoning, and Building Director, the Assistant Village Manager, and the Village Manager. The staff has proposed various revisions to the property owner's suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Tenth Avenue Incubator Overlay provides the following:

- The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design, to establish an identity for the unified planned development.

- The building façade(s) facing 10th Avenue North should be designed in a manner to resemble an office, retail, or showroom building.
- Bay doors shall be screened from adjacent residential uses and bay doors shall not face adjacent streets.
- Manufacturing and assembly portions of the design shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor, and other conditions.

The proposed TAIO encompasses four (4) parcels and a total of 8.6075 acres. The area is designated in the Commercial Land-Use category.

Note: Notifications were mailed to all property owners abutting the TAIO on July 19, 2022.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Assistant Village Manager and by the Village Attorney.

The Planning & Zoning Board considered the requested land development regulations amendment during their August 9, 2022 meeting. If approved on the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council in October/November 2022 following a State and Regional review of the proposed comprehensive plan amendment.

FISCAL IMPACT:

Amending the Land Development Regulations to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

ATTACHMENTS:

1. Proposed Ordinance No. 2022-08 - Tenth Avenue Incubator Overlay - TAIO
2. Public Hearing Notification - Village of Palm Springs

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE”, DIVISION 7 “SUPPLEMENTAL DISTRICT REGULATIONS”, TO ESTABLISH PROVISIONS OF A NEW SUBDIVISION XI, “TENTH AVENUE INCUBATOR OVERLAY”, SPECIFICALLY SECTIONS 34-1090 – 34-1099; TO PROVIDE INCENTIVES FOR REDEVELOPMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village currently has regulations in place at Chapter 34 of the Village Code of Ordinances regarding development or improvements of land; and

WHEREAS, the Village desires to amend the existing regulations to provide incentives for redevelopment of the commercial properties located on the northwest corner of 10th Avenue North and Florida Mango; and

WHEREAS, the Village finds that providing special development regulations for the redevelopment of high-quality uses that are commercial in nature complementary to the adjacent neighborhoods, incorporating a harmonious architectural style with variations and compatible design to establish a neighborhood identity, and

WHEREAS, the Village finds making amendments to existing land development regulations to establish standards to encourage redevelopment in the commercial properties serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision XI “Tenth Avenue Incubator Overlay” with Sections 34-1090 – 34-1099 is hereby enacted to read as follows:

NEW SUBDIVISION XI. – TENTH AVENUE INCUBATOR OVERLAY

Sec. 34-1090. – Tenth Avenue Incubator Overlay.

This article establishes an overlay to be known as the Tenth Avenue Incubator Overlay (“TAIO”) which is applicable to CG Zoned properties on the north side of 10th Avenue North between Palm Road and S. Florida Mango Road, as shown on Map T-1 in the future land use element of the comprehensive plan.

Sec. 34-1091 – Purpose and Intent.

The intent of the TAIO is to provide special development regulations for the development and redevelopment of high-quality uses that are commercial in nature at an intensity, scale and mass complementary to the adjacent neighborhoods, incorporating a harmonious architectural style with variations and compatible design to establish a neighborhood identity.

Sec. 34-1092- Applicability.

Compliance with these regulations is applicable on an “opt in” basis to all development and redevelopment within the TAIO. Development projects that elect to comply with the development standards outlined in section 34-1099 will become eligible for the Incubator Uses outlined in section 34-1094. Development projects that do not comply with the standards set forth in section 34-1099 must comply with the CG district and all other applicable development standards and will not be eligible for Incubator Uses.

Development projects that elect to comply with the development standards outlined in section 34-1099 shall comply with the provisions of Subdivision IX, Planned Developments and shall be governed under a unified development plan, common design requirements, Village-approved development order, and unified control to ensure compliance with operational conditions, restrictions and allowances afforded by the TAIO.

In addition to the regulations specified herein for the TAIO, all lot and building requirements of the underlying CG zoning district and all other applicable standards in these land development regulations shall apply. Where there is a conflict between the TAIO standards and other land development regulations, the TAIO standards shall apply.

Sec. 34-1093 – Definitions.

Any term not defined herein shall keep the same meaning as found in Section 1-2.

Incubator Use: Incubator uses shall include heavier commercial uses and light industrial uses, which means a business which assembles, processes, treats, compounds or packages goods or significant amounts of raw materials. Light industrial uses include "high technology industries."

Sec. 34-1094 – Permitted Uses.

Permitted uses within the TAIO shall be limited to the following:

- (1) All uses permitted within CG;
- (2) All special exception uses within CG (subject to the Sec. 34-607);
- (3) Incubator Uses, subject to compliance with development standards enumerated in Section 34-1099, Incubator Use Development Standards; and/or
- (4) A combination thereof.

Sec. 34-1095 – Accessory Uses.

Accessory uses permitted in the TAIO shall only include any accessory use customarily incidental and subordinate to the permitted uses. All outdoor storage shall be specifically delineated on the approved site plan and in accordance with Section 34-828. – Supplemental Regulations.

Sec. 34-109.6 – Prohibited Uses.

The following uses shall be specifically prohibited in the TAIO:

- (1) Any use not specifically or provisionally permitted.
- (2) Any use which creates a noticeable amount of noise, dust, odor, smoke, gas, fumes, heat, humidity, glare, excessive light, and/or vibration outside of the building in which the activity takes place.
- (3) Any use which generates objectionable types of truck traffic or creates unusual traffic hazards or congestion due to the type of trucks required by or attached to the use.

Sec. 34-1097 – Compatibility with Comprehensive Plan

Light Industrial uses permitted under the definition of Incubator Uses and uses permitted within Sec. 34-1094 Permitted Uses, as well as Sec. 34-1095 Accessory Uses, shall be deemed compatible with the adjacent residential neighborhoods, subject to compliance with the Sec.34-1099. - Incubator Use Development Standards.

Sec. 34-1098 – Approval Criteria.

The following standards shall be met by all applicants for development approval within the TAIO:

- (1) The proposed TAIO project is consistent with the goals, objectives, and policies of the village's comprehensive plan;
- (2) The proposed TAIO project is consistent with the land development and zoning regulations and all other portions of the Code;
- (3) The proposed TAIO project is compatible with the character and use (existing and future) of the surrounding properties in its function, hours of operation, type and amount of traffic to be generated, building locations, mass, height and setback, and other relevant factors peculiar to the proposed TAIO project and the surrounding property.
- (4) That the proposed TAIO project:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.
 - c. Would not be a deterrent to the improvement, development, or redevelopment of surrounding properties in accord with existing regulations.
 - d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
 - e. Does not adversely affect population densities, light, air, and natural resources, including native ecosystems.
- (5) The TAIO project would enhance and/or promote redevelopment of the village, fulfill redevelopment objectives, and/or have a positive economic impact on the village, including creating new jobs and economic growth.
- (6) The TAIO project will not adversely affect the public health, safety, comfort, convenience, order, appearance, general welfare and the tax base.

Sec. 34-1099 - Incubator Use Development Standards.

The following property development regulations shall be in effect for the TAIO:

- (1) Architectural Style and Design Guidelines (whether single or multi-tenant)
 - a. The buildings shall be designed in a manner with a harmonious architectural style with allowances for variations in color and design, to establish an identity for the unified planned development.
 - b. The building façade(s) facing 10th Avenue North shall be designed in a manner to resemble an office, retail or showroom building.
 - c. Bay doors shall be screened from adjacent residential uses and bay doors shall not face adjacent streets.

- d. Manufacturing and assembly portions of design shall be conducted inside the principal structure(s), and activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor and other conditions.
- (2) Setbacks and Building Separation
 - a. Minimum front yard: 10 feet
 - b. Minimum rear yard: 10 feet
 - c. Minimum side yard (interior): 10 feet
 - d. Minimum side yard (corner): 10 feet
 - e. Where residential uses are adjacent to side yards and rear yards, there shall be a minimum 30-foot setback with a 8 ft. high masonry wall within the landscape buffer.
 - f. As a planned development, the setbacks shall be measured from the exterior TAIO boundary. Building separation requirements shall be determined by the minimum Fire Code regulations.
- (3) Building height maximum of 60 feet to the top of beam of the fourth floor. Four stories maximum.
- (4) Building articulation. There shall be variation in the building façade of the buildings. Building design guidelines of Sec. 34-1366 shall apply.
- (5) The site shall be designed utilizing the principals of Crime Prevention Through Environmental Design (CPTED) including, but not limited to:
 - a. Design site to increase pedestrian and bicycle traffic adjacent to 10th Avenue North and provide cross access between properties where appropriate.
 - b. Windows provided overlooking walkways, driveways, and parking areas.
 - c. Design landscapes which enable site surveillance from adjacent rights-of-way.
 - d. Design perimeter fencing and walls to enable site surveillance from adjacent rights-of-way.
 - e. Design site lighting to ensure that potential problem areas well-lit such as pathways, entrances/exits, parking areas, public spaces, mailboxes, play areas, dumpsters, etc. ensure that light levels are appropriate and are not too bright thus creating glare or deep shadows.
- (6) Sidewalks and concrete pathways shall connect to each other and to community spaces as well as the public rights-of-way for pedestrian safety.
- (7) Property development regulations of the CG zoning district contained in Section 34-826 remain applicable except as provided herein.
- (8) Landscaping shall be in accordance with article III.
- (9) Supplemental regulations shall be as set forth in division 7 of this article.
- (10) Off-street parking and loading shall comply with division 8 of this article.

Secs. 34-1100 – 34-1110. – Reserved.

Renumber existing Subdivision XI to XII and all subsequent subdivisions accordingly.

Section 3. **Codification.** The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 4. **Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. **Severability.** If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or

inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PUBLIC HEARING NOTICE

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

Tuesday, August 9, 2022 at 6:30 p.m. by Planning & Zoning Board
Thursday, September 8, 2022 at 6:30 p.m. by Local Planning Agency
Thursday, September 8, 2022 at 6:30 p.m. by the Village Council, after LPA Meeting

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

Comprehensive Plan (Text) Amendment and Land Development Regulations Amendment

Village-initiated amendments to establish a Tenth Avenue Incubator Overlay. The intent of the Tenth Avenue Incubator Overlay ("TAIO") is to encourage innovative development/redevelopment along 10th Avenue North with uses that are commercial and/or light industrial in nature, designed in a manner that is sensitive to adjacent residential neighborhoods, and create an aesthetic corridor identity.

The allowances of the TAIO shall only be applicable to Commercial General (CG) zoned properties fronting Tenth (10th) Avenue, generally located north of 10th Avenue North, between Palm Drive and South Florida Mango Road.

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Projects that comply with the requirements of the TAIO may be approved in accordance with the Land Development Regulations so long as such Incubator Uses do not generate dust or create a noise nuisance, and are not obnoxious in nature, and are compatible with adjacent residential uses.

The proposed TAIO encompasses 4 parcels and a total of 8.6075 acres (see map). The area is designated with the Commercial Land Use category.

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) 584-8200 at least three (3) days prior to the meeting to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA

Kimberly M. Wynn, Village Clerk

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