



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

COUNCIL

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

ADMINISTRATION

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

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **September 27, 2022 Village Council Emergency Meeting Minutes:** Approval of September 27, 2022 Village Council Emergency Meeting Minutes

Staff: Kimberly Wynn, Village Clerk

2. **Approve Land Management System Software Agreement - 1st Amendment - Project Schedule Extension - MaintStar, Inc.:** Motion to approve First Amendment - Project Schedule Extension - MaintStar, Inc. to authorize the modified Project Schedule extension to December 2022. On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc., to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. The initial payment of \$45,000 was implemented within 30 days of executing the agreement. The remaining funding of \$88,500 to complete this project is requested to be approved by the Village Council during the upcoming FY 2023 budget process.

Staff: Iramis Cabrera, PZB Director

3. **Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Allied Universal Corporation:** Approve a piggyback agreement with Allied Universal Corporation for a Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Allied Universal Corporation

Staff: Paul Ward, Assistant Director of Utilities

4. **Purchase Police Explorer Van - Piggyback Bradford County Florida Sheriff's Office (BCSO 22-27-1.0):** The Police Department Explorer program will purchase a 2022 Ford Transit passenger van from Duval Ford under a piggyback agreement from the Bradford County Florida Sheriff's Office contract (BCSO 22-27-1.0). The Village's Purchasing Code, Section 58-9, Accessing Contracts of Other Government Agencies, permits the Village to award a contract by piggybacking or accessing the goods and/or services. A budget amendment will be undertaken in FY 22/23 to fund the total amount of the purchase. **(ADDENDUM)**

Staff: Tom Ceccarelli, Police Chief

5. **2023 Municipal Election Vote Processing Equipment Use and Elections Service Agreement with Palm Beach County Supervisor of Elections:** Approve the 2023 Municipal Election Vote Processing Equipment Use and Elections Service Agreement with the Palm Beach County Supervisor of Elections to provide the necessary use of voting equipment and services for the Village's 2023 Municipal Election on Tuesday, March 14, 2023. **(ADDENDUM)**

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

6. **City Government Week - October 17-23, 2022:** Florida City Government Week is a very important time to recognize the role played by the Village of Palm Springs and the impact it has daily on the residents.
Staff: Kimberly Wynn, Village Clerk

REGULAR AGENDA

7. **Approve Parks and Recreation Master Plan Contract Award - Piggyback - Parks and Recreation Department - Wantman Group, Inc.:** Approve the recommendation of the Village's General Consulting Services Continuing Contract (RFQ2019R-001) that was awarded to Wantman Group, Inc. on April 4, 2019, to conduct a Village-Wide Parks and Recreation Master Plan study to assist in creating an extensive plan for the future of Parks and Recreation in the Village. Funding Not-To-Exceed in the amount of \$135,275 is available within the FY23 Budget - General Fund.
Staff: Justin Lucas, Director of Parks & Recreation

Motion	Second	Vote
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PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

8. **(Quasi-Judicial Hearing) Resolution No. 2022-41 - Site Plan Abandonment - Vacant Lot on Lake Worth Road (formerly Seaglades Investment):** Mrs. Marta Padron, agent for Janus PS LLC ("Applicant"), is requesting a Site Plan Amendment to abandon the previously approved Site Plan (Resolution 2014-26) and, concurrently, the termination of a declaration of the unity of control required under the same resolution. On June 12, 2014, the Village Council approved a Site Development Plan to unify two (2) separately owned parcels as one project through unity of control for an off-site parking area for the nightclub located at 3174 Lake Worth Road. ***(THIS ITEM WAS POSTPONED FROM THE SEPTEMBER 22, 2022, PUBLIC HEARINGS VILLAGE COUNCIL MEETING)***
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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9. **Proposed Resolution No. 2022-36 - Preliminary Plat - 3673 Coconut Road -** Motion to approve a request from Ms. Molly Brown, agent for BLP Homes LLC, the owner ("Applicant"), for a preliminary plat to subdivide a multifamily property to delineate 12 individual single-family lots, consistent with the site plan approved by

the Village Council (Resolution No. 2021-01 - January 14, 2021), for the property located at 3673 Coconut Road.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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10. **(Quasi-Judicial Hearing) Proposed Resolution No. 2022-39 - Site Plan Amendment (SPR22-12) and Special Exception Use (PSSE22-06) - Ministerio Monte Hermon - 3208 2nd Avenue North Units 6 & 7:** Motion to approve the Site Plan Amendment (SPR22-12) and Special Exception (PSSE22-06) submitted by Ms. Cynthia Buisson, agent for Ministerio Monte Hermon ("Applicant"), to allow the conversion of a 3,060 square feet warehouse space into a church/place of worship facility located at 3208 2nd Avenue North units six (6) and seven (7). The tenant will be occupying two (2) warehouses-condos within the existing Commercial General (CG) structure.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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11. **(Quasi-Judicial Hearing) Proposed Resolution No. 2022-40 - Site Plan Amendment (SPR22-14) and Special Exception Use (PSSE22-07) - Church of Jesus Christ (Apostolic) Inc. - 3330 Kirk Road:** Motion to approve the Site Plan Amendment (SPR22-14) and Special Exception (PSSE22-07) submitted by Mr. Ryan Abrams, agent for the owner, Church of Jesus Christ Apostolic Inc. ("Applicant"), to allow the conversion of one of the existing residential structures into a place of worship with a maximum of 58 seats. The applicant is proposing to convert the 2,840 square feet residential single-family home into a place of worship and the residential structure located on the east side will remain on the property as part of the church's campus to be the parsonage residence, for the property located at 3330 Kirk 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, NOVEMBER 10, 2022 AT 6:30 PM

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: October 6, 2022

DEPARTMENT: Administration

ITEM #1:

FISCAL IMPACT:

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: October 6, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #2: Approve Land Management System Software Agreement - 1st Amendment - Project Schedule Extension -MaintStar, Inc.- Planning, Zoning & Building (PZ&B) Department.

SUMMARY: On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc. to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. The software purchase/implementation required an initial payment of \$45,000 within 30 days of executing the agreement. Thus, this project was expected to roll over into the fiscal year (FY 2022) and the remaining funding of \$88,500 to complete this project, was to be paid during FY 2022.

The Planning, Zoning & Building and Information Technology (IT) Departments have been working with the MaintStar team since October 2021, but due to the lack of access to the Tyler-Munis database and the Village being short-staffed, the project has had significant delays for over 4 months.

As a result, the Village Council is requested to authorize the First Amendment to a standard agreement for specialized professional services between the Village and MaintStar to modify the Project Schedule extending the implementation process to the end of December 2022. The remaining funding of \$88,500 to complete this project is requested to be approved by the Village Council during the upcoming FY 2023 budget process.

FISCAL IMPACT:

Funding to support the proposed purchase and implementation of the Maintstar software is within FY 2021 - FY 2023.

ATTACHMENTS:

1. First Amendment to MaintStar Agreement
2. MaintStar First Amendment - Exhibit "B"
3. MaintStar - Signed Agreement

**FIRST AMENDMENT TO STANDARD AGREEMENT FOR SPECIALIZED
PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF PALM SPRINGS,
FLORIDA AND MAINTSTAR, INC. FOR MAINTSTAR LAND MANAGEMENT
SYSTEM ENTERPRISE SOFTWARE.**

THIS FIRST AMENDMENT TO THE AGREEMENT (“Amendment”), is made and entered into this ____ day of _____, 2022, by and between the Village of Palm Springs, a Florida municipal corporation (“Village”) and Maintstar, Inc, a Florida corporation (“Contractor”).

RECITALS

WHEREAS, on or about July 9, 2021, the Village and Contractor entered into an agreement known as STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES pursuant to which the Contractor would provide certain professional services to the Village (the “Agreement”); and,

WHEREAS, the Agreement attached and incorporated a Project Schedule referred to as Attachment B – Project Schedule; and,

WHEREAS, due to unforeseen delays, it is no longer possible to meet the time deadlines set forth in the original project schedule contained in Attachment B to the Agreement; and

WHEREAS, the Contractor and Village mutually desire to amend the Agreement to modify the project schedule by substituting Revised Attachment B – Project Schedule, attached to this Amendment and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Contractor agree as follows:

SECTION 1: Incorporation of Recitals. The foregoing Recitals are incorporated into this Amendment as true and correct statements.

SECTION 2: The Agreement is amended to delete Exhibit B – Project Schedule and replace it with Revised Attachment B – Project Schedule, attached hereto and incorporated herein by reference.

SECTION 3: Entirety of Agreement. The Village and the Contractor agree that this First Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment or the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4: Effect of Amendment. All terms and conditions of the Agreement remain in full force and effect except as amended by this First Amendment. To the extent that there exists a

conflict between this Amendment and the Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this FIRST AMENDMENT TO STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES as of the day and year set forth above by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date: _____

ATTEST:

Approved as to form and legal sufficiency:

Kim Wynn, Village Clerk

Glen J. Torcivia, Village Attorney

Contractor: **MAINTSTAR, INC.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of Maintstar, 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 _____ as identification.

Notary Public

ATTACHMENT B - PROJECT SCHEDULE

Project Phase	Details	Target Completion
Pre-Project Planning	Assign Responsibilities Define Deliverables	Complete at week 2
Project Kick Off	Team Introductions Mutual Understanding of Project Responsibilities and Goals	Complete at week 3.5
Pre-Production Access and Feedback	Set of Sandbox Environment Initial User Access	Complete at week 5.5
Configuration and Support	Load Standard Datasets Codes, LMS, Licensed Professionals	Complete at week 7.5
Screen/Workflows	Configure Record Types, Screens, Workflows, Activities, Tasks, Menus, User Defined Fields	Complete at week 16
Forms	Forms Development Upload	Complete at week 18
Reports	Reports Development Upload	Complete at week 36
Data Convert + Validate (1)	Data Mapping, Convert, Insert And Validate	Complete at week 37
Data Convert + Validate (2)	Corrected Data Mapping, Convert, Insert and Validate	Complete at week 39
User Training	On Site Training	Complete at week 41
Live Cut-Over Plan	CutOver Planning	Complete at week 43
Final Data Convert Push to Production	Final Data Convert, Validate, Push to Pro- duction	Complete at week 45
Cut Over	Cut Over	Complete at week 48
Go Live On Site Support	On Site Support after Cut-Over	Complete at week 50

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES BETWEEN THE
VILLAGE OF PALM SPRINGS, FLORIDA AND MAINTSTAR, INC.
FOR MAINTSTAR LAND MANAGEMENT SYSTEM ENTERPRISE SOFTWARE

This Agreement is entered into by MaintStar, Inc. as of this 8th day of July, 2021, 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, hereinafter referred to as the VILLAGE, and MaintStar, Inc., hereinafter referred to as CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the VILLAGE has need for professional services for a hosted land management system enterprise software and is willing to compensate CONTRACTOR for such services;

WHEREAS, the VILLAGE desires to engage CONTRACTOR to render certain technical and professional services in the providing of said hosted land management system enterprise software;

WHEREAS, CONTRACTOR has requisite experience and qualifications to provide said hosted land management system enterprise software; and

WHEREAS, CONTRACTOR was selected after an extensive evaluation of available platforms and pursuant to Section 58-2 of the Village's Purchasing Code.

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The VILLAGE hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in this Agreement.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Exhibit A, Scope of Services, Attachment A, Required Features and Capabilities, attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

CONTRACTOR agrees to provide the services of trained and qualified personnel for the full term of this contract. No substitutions will be made without prior written approval by the VILLAGE. The VILLAGE reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CONTRACTORS

CONTRACTOR may utilize the services of SUB-CONTRACTORS during the course of this project only upon prior written approval by the VILLAGE.

SECTION 5: VILLAGE REPRESENTATION

Thomas Cook, IT Director, or his/her designated representative, shall represent the VILLAGE in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the VILLAGE. This person shall hereinafter be referred to as the "VILLAGE's Representative".

SECTION 6: RESPONSIBILITIES OF THE VILLAGE

The VILLAGE will provide the CONTRACTOR, or cause to be provided with, the following documents, services, at no charge to the CONTRACTOR, for conversion and integration into the MaintStar Land Management System Enterprise Software:

- A. Entirety of VILLAGE data for workflows, development approvals, business licenses and permit issuance .
- B. Planning, Zoning & Building Department ("PZB") records in Microsoft Access or Comma Separated Value (CSV) format.
- C. Business rules pertaining to processing of permits, business licenses and land use entitlements.
- D. Business forms of the PZB and/or other Village departments in Microsoft Word and/or Adobe PDF formats.

SECTION 7: PERFORMANCE SCHEDULE

Both CONTRACTOR and the VILLAGE recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the CONTRACTOR and the VILLAGE. Accordingly, the CONTRACTOR shall complete all of the work described in this Agreement in accordance with Exhibit A, Scope of Work, Attachment B, Project Schedule. All software features and capabilities described in the Exhibit A, Scope of Work, Attachment A, Required Features and Capabilities,

shall be enabled and functioning within two-hundred-and-ten days following the VILLAGE's written authorization to proceed. If there are delays on the VILLAGE's side to provide data to CONTRACTOR, this could delay the project final date.

CONTRACTOR shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of VILLAGE to furnish timely information or to approve or disapprove CONTRACTOR's work promptly, or delay or faulty performance by VILLAGE, or governmental agencies.

SECTION 8: COMPENSATION TO CONTRACTOR

Pricing of software, implementation services, and annual maintenance and licensing shall be made in accordance with amounts shown in the Exhibit A, Scope of Work, Attachment C, Pricing Summary. The total compensation shall not exceed \$133,500.00 without the VILLAGE's written authorization and proper change order.

SECTION 9: 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.

SECTION 10: METHOD OF COMPENSATION

CONTRACTOR shall be compensated for services performed under this agreement as set forth in the Cost Proposal (Exhibit B hereto.). The VILLAGE will compensate CONTRACTOR for the services performed hereunder within forty-five (45) calendar days of receipt of CONTRACTOR's invoice for the services performed.

The VILLAGE shall promptly review invoicing and notify CONTRACTOR of any objection thereto in writing within thirty (30) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

SECTION 11: CONTRACTOR'S DELIVERABLES

CONTRACTOR shall deliver to the VILLAGE a hosted land management software enterprise system including the full range of features and capabilities described in Exhibit A, Scope of Work (and Attachments A through F hereto).

SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefore will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the CONTRACTOR for revisions required by reason of omissions or errors by the CONTRACTOR in the preparation of the original plans, working drawings and specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the VILLAGE, additional services that CONTRACTOR could provide, or cause to be provided, include the following:

- A. Additional work related to the Project but not included in the Scope of Work.

- B. Additional work caused by changes unrelated to the Scope of Work described herein.

CONTRACTOR will be compensated for CONTRACTOR such additional services as approved by the VILLAGE.

SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend VILLAGE and each of its elected officials, officers, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR, its principals, officers, employees or agents in the performance of this Agreement. However, notwithstanding previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend VILLAGE and each of its elected officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the Florida Insurance Commissioner to do business in the State of Florida and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the VILLAGE Manager or his/her designee at any time and in his/her sole discretion.

- A. The following policies of insurance are required:

1. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$1,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

2. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owner automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION insurance as required under the Workers' Compensation Law .
4. EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
5. CYBER LIABILITY insurance with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall provide that the VILLAGE and its elected officials, officers, officials, employees, agents and volunteers shall be additional insureds, and the policy shall be primary and non-contributory.
6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to CONTRACTOR's profession, with limits of liability of not less than \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.
 - A. Should CONTRACTOR maintain insurance with broader coverage and/or limits of liability greater than those shown above, VILLAGE requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VILLAGE.

- B. CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the VILLAGE Manager or his/her designee. At the option of the VILLAGE Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VILLAGE, its elected officials, officers, officials, employees, agents and volunteers; or (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to VILLAGE Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall VILLAGE be responsible for the payment of any deductibles or self-insured retentions.
- C. All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to VILLAGE. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish VILLAGE with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for VILLAGE, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.
- D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name VILLAGE, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CONTRACTOR's insurance shall be primary and no contribution shall be required of VILLAGE, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to VILLAGE, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to VILLAGE, its elected officials, officers, officials, employees, agents and volunteers.
- E. Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:
1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.

2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
 3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
 4. A copy of the claims reporting requirements must be submitted to VILLAGE for review.
 5. These requirements shall survive expiration or termination of the Agreement.
- F. CONTRACTOR shall furnish VILLAGE with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by VILLAGE and approved by VILLAGE Manager or his/her designee prior to VILLAGE's execution of the Agreement and before work commences.** Upon request of VILLAGE, CONTRACTOR shall immediately furnish VILLAGE with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.
- G. If at any time during the life of this Agreement or any extension, CONTRACTOR or any of its SUB-CONTRACTORS fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by VILLAGE that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to VILLAGE. Any failure to maintain the required insurance shall be sufficient cause for VILLAGE to terminate this Agreement. No action taken by VILLAGE hereunder shall in any way relieve CONTRACTOR of its responsibilities under this Agreement.

- H. The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify VILLAGE and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, employees, agents, persons under the supervision of CONTRACTORS, SUB-CONTRACTORS, suppliers, invitees, or anyone employed directly or indirectly by any of them.
- I. If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require each SUB-CONTRACTOR to provide insurance protection in favor of VILLAGE, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the SUB-CONTRACTOR'S certificates and endorsements shall be on file with CONTRACTOR and VILLAGE prior to the commencement of any work by the SUB-CONTRACTOR.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by CONTRACTOR and SUB-CONTRACTORS under this Agreement (except Source Code and Internal Documentation) shall be considered the property of the VILLAGE and will be turned over to the VILLAGE upon demand, but in any event, upon completion of the Project. The CONTRACTOR shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 17: ASSIGNABILITY

The VILLAGE and the CONTRACTOR will agree to keep trade/business information of CONTRACTOR confidential and will enter into an agreement with CONTRACTOR to protect this confidentiality to the extent permitted by law.

SECTION 18: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the VILLAGE's change order procedures.

SECTION 19: NOTICES

Notices and requests to the VILLAGE or CONTRACTOR shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

VILLAGE:

Richard J. Reade
Village Manager
226 Cypress Lane
Palm Springs, FL 33461
TEL: 561-965-4011
rreade@vpsfl.org

CONTRACTOR:

Dimitry Poretsky
President & CEO
MaintStar, Inc.
28 Hammond Dr., Unit D
Irvine, CA 92618
TEL: 800.255.5675 Ext. 102
FAX: 949.458.7626

SECTION 20: 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.

SECTION 21: BUSINESS LICENSE

The CONTRACTOR shall obtain a business license for work within the Village of Palm Springs.

SECTION 22: INTEREST OF MEMBERS OF THE VILLAGE

No member of the governing body of the VILLAGE and no other officer, employee, or agent of the VILLAGE, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

SECTION 23: INTEREST OF CONTRACTOR AND EMPLOYEES: STATEMENT OF ECONOMIC INTERESTS

The CONTRACTOR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants, that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 24: FACILITIES AND EQUIPMENT

CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 25: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of VILLAGE. VILLAGE shall have the right to control CONTRACTOR only in so far as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, VILLAGE shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

SECTION 27: TIME

CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement.

SECTION 28: CONTRACTOR NOT AGENT

Except as VILLAGE may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of VILLAGE in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind VILLAGE to any obligation whatsoever.

SECTION 29: PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County Ordinance No. 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.

SECTION 30: SALES AND USE TAX

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Indemnification. Regardless of the coverage provided by any insurance, CONTRACTOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

SECTION 31 DEFAULTS: TERMINATION OF AGREEMENT

- A. If the Village Manager deems that the CONTRACTOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within fifteen (15) days.
- B. If the CONTRACTOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another CONTRACTOR and the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such task related to the claimed default; or
- C. If after thirty (30) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.
- D. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the CONTRACTOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

SECTION 32: PUBLIC ENTITY CRIMES

CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 CONTRACTOR list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 33: FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The CONTRACTOR will be paid for all services rendered through the date of termination.

SECTION 34: SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

SECTION 40: E-VERIFY

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 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" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

- 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 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 VILLAGE as a result of the termination of the Agreement.

SECTION 41: THIRD PARTY BENEFICIARY RIGHTS

This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

SECTION 42: SEVERABILITY

If any one or more of the provisions of the Agreement 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.

SECTION 43: EFFECTIVE DATE

The effective date of this Agreement is the date the Agreement is approved by the Village Council. The contract will remain in effect for each subsequent year(s) the annual Hosting and Service Support fee is renewed and paid by the VILLAGE.

IN WITNESS WHEREOF, VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Beverly Smith For
Beverly Smith, Mayor

ATTEST:

Kimberly Wynn for
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, Village Attorney



MAINTSTAR, INC.

By: 

Zinovy R Poretsky, CEO

See attached CA acknowledgement dated JUNE 21, 2021

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Dimitry Poretsky, as CEO of MaintStar, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**)

County of **Orange**)

On JUNE 21, 2021 before me **Mehdi Zahedi**, notary public Personally appeared _____

Z. ZINOVY R. PORETSKY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by he/she/they signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Mehdi Zahedi
Mehdi Zahedi, notary public



Notary Seal

OPTIONAL

Though the information below is not required by law, it may prove valuable to person(s) relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Title or type of Document: , Statement agreement for specialized professional service between the Village of Salem Springs, Florida & Mainstar, Inc. for Mainstar land management system maintenance services.
Document Date JUNE 21, 2021 Number of pages: 19 pgs (including this page)

ATTACHMENTS TO EXHIBIT A

**Features and Capabilities, Project Schedule,
Pricing Summary, Agreement Set**

ATTACHMENT A - REQUIRED FEATURES AND CAPABILITIES

General Requirements

- System is browser-based (i.e., "cloud based").
- System centralizes and integrates all aspects of the activity lifecycles, from initiation/application through ultimate disposition.
- System provides dynamic screen generation, based on type of case, permit, activity, etc.
- System provides multi-modal screens allowing users to use/access several records or windows at once to support multi-tasking.
- System provides configurable menus and lookup options.
- System auto-populates fields based on previously entered information.
- System provides ability to tab from field to field.
- System provides ability to search on all fields.
- System provides a calendar interface for date fields.
- System provides confirmation prompts prior to deletion, with option to cancel.
- System provides ability to import/attach multiple electronic documents from staff or customers to permits, inspections, plans, activities, cases, parcels, violations, etc.
- System workflow management structure is flexible, expandable, and configurable.
- System workflow features sequential flow, automatically alerting staff or customers to the next task, action, deadline or milestone in the process.
- System workflow provides the flexibility to re-route or reassign tasks, add or delete steps, delay rescheduling of tasks and milestones, or defer a condition to a future date.
- System workflow features flexibility to add activities such that the newly-added activities will auto-generate requisite, associated activities, based on type of activity.
- System workflow features should allow VILLAGE to be able to associate multiple persons with planning tasks, permit processing, inspection assignment, plan review, miscellaneous activities, and cases, in essence generating a running contact/reference list for each stage of the process
- System should allow all staff to easily verify status of required fields and conditions prior to proceeding to next sequential step or activity. In order to complete tasks, users should be able to access or link to task-related information, such as permit applications, digital plans, staff comments, etc.
- System provides integrated, multifunctional GIS capabilities for users, including staff, applicants and the general public.

- System utilizes VILLAGE's GIS system as the basis upon which all subsequent geographic data sets are derived and maintained, avoiding third party mapping systems.
- System maintains a real-time connection to ESRI's ArcServer 10.x and higher versioned geodatabases without reliance on shapefiles.
- System provides parcel history and tracking through spatial queries to create link between "parent" tables and "child" tables in the database schema.
- System provides ability to auto populate fields providing basic information (e.g., ownership, address, parcel number, zoning, etc.) using either a parcel identifier, spatial query, or selection of a GIS feature.
- System provides ability to retrieve system data (e.g., permits, cases, inspections) by selecting parcels, either by point or polygon.
- System provides ability to create custom queries to export development information to nonproprietary formatted tables
- System provides ability to display all development information (e.g. projects, permits, violations) on any geographical area upon demand.
- System provides ability to assign a project/case to a spatial entity other than a parcel. Should have the ability to assign to point and line features, as well as user-defined polygons.
- System provides ability to create custom queries to automatically export all development information to nonproprietary formatted tables.

On Line Requirements

- System allows submission of permit application(s) online.
- System allows existing data in the system (i.e., account information, related projects, owner, company, location, or license information) to pre-populate information into the online application.
- System allows applicants to submit plans and supporting documentation.
- System allows generation of fee estimates by calculating various fee types, including minimum fixed-, basic-, variable-, additive-, multiplicative-, or incremental-fee calculations dependent on various factors, such as base amounts, multipliers, steps, etc.
- Ability to process fee payments through Village provided payment processor.
- Ability to generate a fee history and audit trail, including fee distribution information corresponding to VILLAGE business rules (e.g., general ledger codes, departments, business units, or accounts).

- System provides applicants ability to check status of applications, review comments.
 - System provides applicants ability to request an inspection and preferable time (e.g., a.m. or p.m.).
 - System provides ability to view current fines, fees, liens due.
- System provides ability to request a refund of fees or other payments.
 - System provides ability to report a code violation or submit a complaint.
- System provides ability to request an appeal or variance.
- System provides ability to generate fee estimates and receive online payments, and print receipts and payment history.
- System provides customers with detailed instructions and requirements for applications and submissions.
- System provides customers with save points to avoid lost progress and allows customers to return later to complete applications.

Mobile Field Access

- System allows designated users to interact with all relevant data and task functions remotely, using a range of mobile devices.
- System allows designated users to access sortable, filterable lists of daily or weekly inspections, including inspection type, and priority, status.
- System allows designated users to access updates to the mobile device, including any changes to an assigned inspection.
- System allows designated users to view results, comments, outcomes of previous inspections, if any.
- System allows designated users to view application, plans, previous inspection records and comments.
- System allows designated users to utilize dynamic checklists for inspection types.
- System allows designated users to upload of photos and videos.
- System allows designated users to initiate re-inspections.
- System allows designated users to initiate enforcement actions, such as stop work orders, violations, etc.
- System allows designated users to reassign inspections from one inspector to another, either by inspector or supervisor action.
 - System allows designated users to digitally capture signatures in the field.

Standard and Custom Reporting

- System data will be readily available in standardized, integrated report templates.
- System allows VILLAGE to create and save custom reports which, once created, offer the same functionality as standardized reports.
- Standardized or custom reports are exportable into Adobe format and Microsoft Office Suite formats.
- Standardized and custom reports provide standard word processing functionality (e.g., cut and paste, word wrap, and spell check).
- Standardized or custom reports displayed in columnar or grid format are configurable by users (i.e., sorting, grouping, and subtotalling).
- System provide ability to generate notifications using GIS (i.e., notify adjacent properties or properties within a user-defined radius of a selected point, parcel, or polygon).
- System provides ability to utilize auto created dashboards and dynamic charts and graphs or to create same.
- System allows the import of graphics, such as VILLAGE logo or departmental logos, into standardized and customized reports.

Intake and Processing Module

- System will facilitate project intake via a variety of methods, including online applicant submissions and intake/entry by VILLAGE staff of over-the-counter submission.
- System will auto-generate a temporary, pre-filing number and assign it to unsubmitted applications to assist with support, if needed, to take the application to formal submission.
- System will auto-generate a unique project I.D. once required project information is provided and application is submitted.
- System will pre-populate information into the online application based on preexisting data in the system (i.e., account information, related projects, owner, company, location, license information).
- System will support the capability to queue the application for review by personnel prior to routing to departments for processing or to reopen a closed or cancelled application.
- System will retrieve pertinent parcel and property-related information, including any existing records on uses, citations, inspections, or reports, based on the location entered on the application.
- System will determine required permits, inspections, clearances, and/or conditions, based on type of application or permit and prompt for required inputs by the applicant.
- System will determine existing permitted use of proposed project site.

- System will generate conditions of approval.
- System allows generation of fee estimates by calculating various fee types, including minimum, fixed, basic, variable, additive, multiplicative, or incremental-fee calculations.
- System will process fee payments through Village provided payment processor.
- System will generate a fee history and audit trail, including fee distribution information corresponding to VILLAGE business rules (e.g., general ledger codes, departments, business units, or accounts).
- System will facilitate manual and condition-based routing of applications, based on pre-defined workflow processes and business rules.
- System will generate a menu of items that are required, such as data, plans, and required studies and reports and related status (i.e., received, incomplete, reviewed, approved, needs revision, or not received).
- System will track key dates, milestones, meetings, etc.
 - System will allow deferred submittal of required items, subject to approval by supervisors.
- System will generate notice(s) to applicants listing required items, either at specified point in the process or on demand by staff.
 - System will process and track appeals, including sending notifications to appropriate parties.
- System will determine if permits are subject to renewal and, if so, auto-generate renewal date and date for pre-expiration noticing.

Plan Review Module

- System provides ability for applicant to submit plans online in specified dimensions and digital formats (e.g., PDF or CAD) or in person, in either specified digital or paper format, which can then be scanned or uploaded into the system by VILLAGE personnel.
- System provides ability to annotate/markup plans using pre-defined shapes and colors, track all versions of plans submitted for a project, superimpose two drawings to view differences and automatically flag, or otherwise visually indicate any new sheets or changes made.
- System provides ability to markup plans online (tablet/stylus tools and text tools) and save changes to the plans.
- System provides ability to automatically notify applicant of key statuses via electronic notification and for applicant to review plan review information, updates, and status online.
 - System provides ability to load code sets into system (e.g., building, zoning, etc.).
- System will provide Interface and integration to BlueBeam Revu plan review for full plan review capabilities with Village supplied BlueBeam Revu licenses.

- System allows migrated application records to complete the permitting process through plan review, permit issuance, and completion (includes recording plan review comments, fee calculation, fee acceptance, permit issuance, inspection, and completion).
- System provides ability to configure plan review workflows based on permit requirements and business rules (e.g., payment of fees) and accommodate simultaneous reviews and identify review dependencies, including:
- Capability to designate project managers and involved reviewers, as well as to define skill sets, plan review type, department, supervisor, etc. for VILLAGE staff and for non-staff, professional reviewers.
- Capability to assign or re-assign plan review to multiple staff disciplines, including non-staff, contracted professional reviewers, assign plan review components accordingly, and to hold, cancel or escalate plans for review.
- Ability for reviewers to view project information related to the plan review, including clearances, conditions, or other relevant information.
- Capability to notify all reviewers that changes have been made by another department (even after the department has approved) because additional review may be necessary and to alert users if a plan review approaches or moves beyond an acceptable measure.
- Ability to create comments and/or conditions, with metadata, from a predetermined list or manually, which shall be locked from modification by the applicant, and to consolidate all comments from reviewers into a plan review report (e.g., comment sheet) exportable to multiple formats.
 - Capability to flag a plan review for supervisor review/approval.
- Capability to automatically trigger a follow-up plan review when a modified plan is submitted by the applicant.
- Capability to allow the Supervisor to revise any comments and conditions that have been made and captured changes in an audit trail.
- Capability to restart the application process at the appropriate step, as determined by the plan reviewer or supervisor, if the requested corrections force the applicant to re-engineer the plans.
- Ability to enable secure, electronic approval stamps/seals for all pages or a specified range of pages of a plan set. The stamps/seals shall be customizable by department, unalterable and unduplicatable, including date, time and author.
- Capability to save approved plans in a file format that prevents any further changes to the plans (e.g., PDF) and to provide the approved plans and review report available for download by the applicant via the online portal.
- Ability to generate sortable and exportable performance metrics, such as prioritization and aging metrics, preferably in a dashboard feature.

Inspection Module

- System provides inspection module fully integrated with the workflow module to allow for an inspection to be automatically triggered as part of a workflow process. Supervisors or designated staff should have the ability to manually override a list of required inspections.
- System provides fully customizable inspection module, with both the ability to manually assign or reassign inspections and auto-configure inspection scheduling.
- System provides flexible management of multiple inspection types, including, but not limited to, building, electrical, plumbing, signage, encroachment, temporary, and special inspections. System provides ability to categorize inspection types by department, division, or section and associate fees with each inspection type.
- System computes inspection scheduling availability based on designated inspector of record, inspector availability, and complexity of inspection.
- System provides ability for inspectors in the field the flexibility to schedule an ad-hoc inspection not on the original inspection list.
- System provides ability to notify an inspector of a change in his or her inspection schedule (e.g., addition, cancellation) and also notify applicant of scheduled inspection via electronic notification.
- System provides ability for inspections to be triggered or halted if dictated by workflow/project status. Likewise, the workflow should halt or advance based on the outcome/status of inspections.
- System provides the ability to track and cross-reference inspection activity and performance across a range of metrics, including by type of inspection and by respective personnel, as well as by date range, geography, outcome and type of project workflow.
- System provides ability for mobile upload of mandatory inspection information (e.g. required fields and checklists).
- System provides ability for mobile entry of standard disposition codes and rejection codes for inspection types.
- System provides ability for mobile entry of standard sets of comments and conditions for an inspection type(s).
- System provides ability for mobile additions of a new inspection, follow-up inspection and/or permit requirement.
 - System provides ability for mobile capture of electronic signature(s).
- System provides ability for mobile, automated notification of inspection outcome to applicant and to appropriate VILLAGE staff/departments.
- System provides ability for mobile close-out, hold or cancel permits based on inspection results.

- System provides ability for mobile printing of inspection documentation (e.g., correction notice, red tag, inspection results, violation notice, etc.).
- System provides inspectors with mobile access to contact information for CONTRACTOR or other responsible party.
- System provides inspectors with mobile access to permit application(s).
 - System provides inspectors with mobile access to permit history, if any.
 - System provides inspectors with mobile access to project plans.
 - System provides inspectors with mobile access to prior inspection(s), outcome(s) and notes.
 - System provides inspectors with mobile access to correction notices, if any.
- System provides inspectors with mobile access to code violations, active and historic.

ATTACHMENT B - PROJECT SCHEDULE

Project Phase	Details	Target Completion
Pre-Project Planning	Assign Responsibilities Define Deliverables	Complete at week 2
Project Kick Off	Team Introductions Mutual Understanding of Project Responsibilities and Goals	Complete at week 3.5
Pre-Production Access and Feedback	Set of Sandbox Environment Initial User Access	Complete at week 5.5
Configuration and Support	Load Standard Datasets Codes, LMS, Licensed Professionals	Complete at week 7.5
Screen/Workflows	Configure Record Types, Screens, Workflows, Activities, Tasks, Menus, User Defined Fields	Complete at week 16
Forms	Forms Development Upload	Complete at week 18
Reports	Reports Development Upload	Complete at week 20
Data Convert + Validate (1)	Data Mapping, Convert, Insert And Validate	Complete at week 21
Data Convert + Validate (2)	Corrected Data Mapping, Convert, Insert and Validate	Complete at week 23
User Training	On Site Training	Complete at week 25
Live Cut-Over Plan	Cut Over Planning	Complete at week 26.5
Final Data Convert Push to Production	Final Data Convert, Validate, Push to Pro- duction	Complete at week 28.5
Cut Over	Cut Over	Complete at week 30
Go Live On Site Support	On Site Support after Cut-Over	Complete at week 31

ATTACHMENT C - PRICING SUMMARY

Software Licensing	
Perpetual Enterprise License Unlimited Admin, Supervisor and Internal User Count and Access. 1 TByte Storage • Permitting • Planning & Zoning • Business Licensing • Public Web Portal - Citizen Request	\$ 45,000.00
Total Software Licensing	\$ 45,000.00

System Implementation	
Project Management	\$ 15,000.00
Data Conversion	\$ 20,000.00
Total Implementation Services	\$ 35,000.00

System Interfacing/Integration	
Tyler Financial Tyler Fees or Licensing Excluded	\$ 15,000.00
Credit Card Processing	\$ 4,500.00
Total Integration Services	\$ 19,500.00

System Training Services	
5 Days On Line Training (minimum 4 hours per session)	\$ 7,500.00
Total Training Services	\$ 7,500.00

Total Base Licensing and Up Front Services	
Total One Time Fees	\$ 107,000.00

Optional Services - Fixed Price	
5 Days On Line Follow Up Training	\$ 7,500.00
5 Days On Site Implementation and Cut Over Assistance	\$ 14,500.00
Electronic Plan Review Integration Customer Supplies Plan Review Software Licenses	\$ 15,000.00

Annual Contractor Hosting and Maintenance Fees	
Single Annual Hosting and Service Support Fee	\$ 26,500.00
Subsequent years will NOT increase more than per year.	3.5 %

Contractor Payment Milestones	
Contract Signing and Project Commencement Software Licensing Paid in Full	\$ 45,000.00
Project Completion of Implementation and Training Services and Customer Acceptance Implementation, Interfaces and Training Services Paid in Full	\$ 62,000.00
Contractor Hosting and Maintenance Fees Due each annual anniversary of System Hosting and Support Services A maximum annual increase will NOT exceed 3.5%.	\$ 26,500.00

Contractor Support Hourly Rates Schedule - For Reference Only

MaintStar Services	
Project Management	\$ 250.00 hour
Project Planning/Requirements	\$ 150.00 hour
Interface Design	\$ 150.00 hour
Data Migration and Conversion	\$ 150.00 hour
Testing and Acceptance	\$ 130.00 hour
Post-Production Support	\$ 130.00 hour
Travel and Expenses	N.S.P.
On Site Implementation Assistance (40 Hours Minimum)	\$ 250.00 hour/\$ 2000.00 Per Day
On Site Go-Live Assistance (40 Hours Minimum)	\$ 250.00 hour/\$ 2000.00 Per Day
Software Development Services (Per Man Hour)	\$ 200.00 hour

ATTACHMENT D - LICENSING AGREEMENT

1. Parties

This Licensing Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This LA, in conjunction with the Hosting Agreement ("HA") and Maintenance Agreement ("MA") shall be collectively referred to as "Agreement Set."

MAINTSTAR

MaintStar, Inc.
28 Hammond, Unit D
Irvine, California 92618
Attention: Contacts
T: 949-458-7560
F: 949.458.7626
EMAIL: sales@maintstar.com

CUSTOMER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699
Attention: Richard J. Reade
T: 561-965-4011
F:
EMAIL: rreade@vpsfl.org

2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to MaintStar no later than July 30, 2021 this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Intellectual Property License

- 3.1 License The software products ("Software") listed in Exhibit A, Scope of Services, are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:
- 3.1.1 The Software is provided for use only by Customer employees or third party users designated by the Customer.
- 3.1.2 The Software is licensed for unlimited Customer users. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software.
- 3.1.3 Customer may copy MaintStar's documentation only for internal use by Customer's employees.
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by MaintStar
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.6 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.7 Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

3.1.8 All rights not expressly granted to Customer are retained by MaintStar.

3.2 License Warranties

3.2.1 MaintStar warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, MaintStar may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. MaintStar will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

3.2.2 MaintStar has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by MaintStar. MaintStar provides no warranty whatsoever for any third-party hardware or software products.

3.2.3 Except as expressly set forth herein, MaintStar disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.2.4 MaintStar warrants third party software included as part of this agreement to be supported with the same warranty as MaintStar.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A, Scope of Services, Attachment C, Pricing Summary, under the section entitled Annual Maintenance/Licensing – Required Software.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be invoiced for the amounts described in Section 3.3.1, Year 1, on the date the Customer provides MaintStar with written acceptance of the Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. Amounts described in Section 3.3.1, Years 2-5, shall be invoiced on the succeeding anniversary dates of Customer's written acceptance of Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be

Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 4.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information which is subpoenaed by governmental or judicial authority; and
- f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.4 Public Disclosure During the term of this LA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

- 5.1 Dispute Resolution MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.
- 5.2 Force Majeure If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.3 Dispute Resolution This LA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be San Diego County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, excluding reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.
- 5.4 Assignment MaintStar may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. MaintStar may subcontract with qualified third parties to provide portions of the Maintenance Services described herein above.
- 5.5 Survival The following provisions will survive the termination or expiration of this LA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.
- 5.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 7.7 Severability and Amendment If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: [Signature]

Printed: Eric Subb

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Ready

Date: July 8, 2021



ATTACHMENT E - HOSTING AGREEMENT

1. Parties

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This HA in conjunction with the Licensing Agreement ("LA") and Maintenance Agreement ("MA") shall be collectively referred to as "Agreement Set". The parties to this HA are as follows:

MAINTSTAR

MaintStar, Inc.
28 Hammond, Unit D
Irvine, California 92618
Attention: Contacts
T: 949-458-7560
F: 949.458.7626
EMAIL: sales@maintstar.com

CUSTOMER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699
Attention: Richard J. Reade
T: 561-965-4011
F:
EMAIL: rreade@vpsfl.org

2. Term and Termination

- 2.1 Term Term and Termination are defined in Section 2 of Attachment D, Licensing Agreement, of this entire Agreement Set.

3. Hosting Services

- 3.1 Scope of Hosting Services MaintStar will provide hosting services for the MaintStar Land Management System (LMS) Enterprise Software. The annual cost for hosting is detailed in Attachment C of the Scope of Services document.
- a) **MaintStar LMS Hosted Application** with designated Sandbox and Production environments synchronized, as per Customer directions.
 - a) **MaintStar LMS Citizen Access Application** for citizen on line applications, document/plans uploads, fee payments, inspection requests and application status information.
- 3.2 System Administration and Security The Hosted Applications will be hosted by MaintStar on MaintStar-owned equipment at a physically-secure commercial third-party hosting facility. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.
- 3.3 MaintStar will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during MaintStar's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); MaintStar will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. MaintStar will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.

3.4 Warranty MaintStar will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's Industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to MaintStar for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	5% of pro-rated monthly hosting
Less than 99.0% but greater than or equal to 95.0%	10% of pro-rated monthly hosting
Less than 95.0%	15% of pro-rated monthly hosting

4. Customer Property

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, and at no cost to Customer, MaintStar will provide Customer with:

- a) One (1) copy of Customer's data in an SQL database file, provided not more than once within the period of each annual term.
- b) One (1) copy of Customer's data in an SQL database file, provided within thirty (30) days of termination of agreement(s) between the Parties.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that MaintStar provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar's then-current time-and- materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

5. Compensation

- 5.1 Hosting Fee In exchange for the Hosting Services described herein above, Customer will pay to MaintStar amounts indicated in Exhibit A, Scope of Services, Attachment C, Pricing Summary, under the section entitled Annual Maintenance/Licensing – Required Software.

- 5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be invoiced for the amounts described in Section 5.1, Year 1, on the date the Customer provides MaintStar with written acceptance of the Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. Amounts described in Section 5.1, Years 2-5, shall be invoiced on the succeeding anniversary dates of Customer's written acceptance of Land Management System Enterprise

Software implementation and notification to activate the software for internal use and public access through the Customer's website. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6. Confidentiality

- 6.1 Definitions Confidentiality is defined in Section 4 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7. Other Terms and Conditions

- 7.1 Limitation of Liability Limitation of Liability is defined in the Section 5.1 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.2 Force Majeure Force Majeure is defined in Section 5.2 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.3 Dispute Resolution Dispute Resolution is defined in Section 5.3 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.4 Assignment Assignment is defined in Section 5.4 of Attachment D, Licensing Agreement, of this entire Agreement Set
- 7.5 Survival Survival is defined in Section 5.5 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.6 Alternate Terms Disclaimed Alternate Terms Disclaimed is defined in Section 5.6 of Attachment D, Licensing Agreement, of this entire Agreement Set.
- 7.7 Severability and Amendment Severability and Amendment are defined in Section 5.7 of Attachment D, Licensing Agreement, of this entire Agreement Set.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 6/11/2021

Witnessed By: [Signature]

Printed: E. C. Sabath

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Ready

Date: July 8, 2021



ATTACHMENT F - MAINTENANCE AGREEMENT

1. Parties

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This MA, in conjunction with the Licensing Agreement ("LA") and Hosting Agreement ("HA"), shall be collectively referred to as "Agreement Set". The parties to this MA are as follows:

MAINTSTAR

MaintStar, Inc.
28 Hammond, Unit D
Irvine, California 92618
Attention: Contacts
T: 949-458-7560
F: 949.458.7626
EMAIL: sales@maintstar.com

CUSTOMER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699
Attention: Richard J. Reade
T: 561-965-4011
F:
EMAIL: rreade@vpsfl.org

2. Term and Termination

- 2.1 Term Term and Termination are defined in Section 2 of Attachment D, Licensing Agreement, for this entire Agreement Set.

3. Scope of Maintenance

3.1 Maintenance Services

- 3.2 Services Provided MaintStar will provide as part of the ongoing annual support: (1) Full System Support including version upgrades, and (2) customer interface updates/upgrades, including, GIS, Email/MS Exchange, Credit Card Processing and Financial Systems Integration. This annual support will additionally include (3) any updates to Forms, Reports, Customer Logos/Graphics as well as Custom Designed User Interface Screens.

- 3.1.1 Telephone Support MaintStar will provides Customer with a toll free telephone number (800-255-5675), to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 3:00 p.m., Pacific Standard Time, Monday through Friday, excluding MaintStar's observed holidays (listed below):

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

- 3.1.3 Email Support MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours.
- 3.1.4 Online Support MaintStar will provide Customer with access to archived software updates and other technical information in MaintStar's online support databases, which are continuously available.
- 3.1.5 Remote Support When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually- acceptable remote communications method.
- 3.1.6 Onsite Support If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.
- 3.1.7 Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Once a new software version (update) is approved for use by Customer, MaintStar will deploy it in test and production environments.
- 3.2 Maintenance Limitations
- 3.2.1 Limitations The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:
- a) Services required due to misuse of the MaintStar-maintained software products;
 - b) Services required due to software corrections, customizations, or modifications not developed or authorized by MaintStar;
 - c) Services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours;
 - d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar;
 - e) MaintStar will provide ongoing support of interfaces supplied under this contract. Changes that are a result of a decision of replacement of software interfaced to by the VILLAGE may be subject to an additional support charge. These would be mutually discussed and approved by the customer prior to said replacement or change of the product interfaced to.
 - f) Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment;
 - g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
 - h) Services requested by Customer to implement software updates provided by MaintStar pursuant to this MA; and
 - i) New or additional applications, modules, or functionality released by MaintStar during the term of this MA.
- 3.2.2 Legacy Releases MaintStar will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". MaintStar will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by MaintStar will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.

3.3 Warranty

MaintStar will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to MaintStar for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

4. Confidentiality

4.1 Definitions Confidentiality is defined in Section 4 of Attachment D, Licensing Agreement, for this entire Agreement Set.

5. Other Terms and Conditions

5.1 Customer Obligations MaintStar is providing the system as a Software-as-a-Service (SaaS) solution, with test and production environments. Customer's obligation will be restricted to respond to requests for approvals of software updates or versioning changes of third party software (Operating System or System Level Software) when requested by MaintStar.

5.2 Proprietary Rights The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between MaintStar and Customer.

5.3 Limitation of Liability Limitation of Liability is defined in the Section 5.1 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.4 Force Majeure Force Majeure is defined in Section 5.2 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.5 Dispute Resolution Dispute Resolution is defined in Section 5.3 of Attachment D, Licensing Agreement, of this entire Agreement Set

5.6 Assignment Assignment is defined in Section 5.4 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.7 Survival Survival is defined in Section 5.5 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.8 Alternate Terms Disclaimed Alternate Terms Disclaimed is defined in Section 5.6 of Attachment D, Licensing Agreement, of this entire Agreement Set

5.9 Severability and Amendment Severability and Amendment are defined in Section 5.7 of Attachment D, Licensing Agreement, of this entire Agreement Set.

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: [Signature]

Printed: Eric Salas

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Readey

Date: July 8, 2021





Village of Palm Springs

Executive Brief

AGENDA DATE: October 6, 2022

DEPARTMENT: Utilities

ITEM #3: Approve Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Allied Universal Corporation

SUMMARY: The Utilities Department, throughout the year, purchased Sodium Hypochlorite, which is a critical chemical component in the water treatment process and works in conjunction with ammonia to create chloramine that is used as a disinfectant. The Village utilizes chloramine as a long-lasting disinfectant that aids in ensuring that we maintain compliance with Health Department standards and ensure that we provide a high quality of water for our customers. The Village currently utilizes Allied Universal Corporation to assist with this type of chemical and the previously piggybacked contract (from Charlotte County) expired on September 30, 2022.

To ensure the lowest possible price, staff recommended the Village piggyback Charlotte County's current contract and awarded Allied Universal Corporation. This selection by Charlotte County was completed through a competitive selection process - Water and Wastewater Chemicals (ITB# 2022000564 - August 10, 2022).

If approved, the Village would accept Allied Universal Corporation's pricing by piggybacking Charlotte County's contract including all terms, conditions, and pricing therein. The term of the proposed agreement would expire on September 30, 2023, and may be renewed for two (2) additional one (1) year periods. 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 the contract.

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 proposed Agreement was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

The Village has worked with the proposed vendor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Allocated/Estimated Service Funding:

FY 2023 Approved Budget - Water & Sewer
Enterprise Fund (Chemicals)

Amount

\$875,000.00

Expected Service Cost:

FY 2023 Expected Purchase Cost - Water & Sewer
Enterprise Fund

Amount

\$125,000.00

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

ATTACHMENTS:

1. Proposed Agreement - Allied Universal
2. Allied Universal - Approval to Piggyback
3. Charlotte County - Contract Award
4. Charlotte County - Invitation to Bid
5. Charlotte County - Bid Tabulation

AGREEMENT FOR THE PURCHASE
OF SODIUM HYPOCHLORITE

This Agreement for the purchase of Sodium Hypochlorite, hereafter (“Agreement”) is made as of the _____ 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 **Allied Universal Corporation**, 3901 NW 115 Avenue, Miami, FL 33178 a company authorized to do business in the State of Florida (“VENDOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a vendor to furnish the VILLAGE with Sodium Hypochlorite; and,

WHEREAS, Charlotte County awarded a contract for the purchase of Sodium Hypochlorite (Bid # 2022000564 (“Charlotte County Contract” hereafter) to the VENDOR for substantially the same services sought by the VILLAGE ; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase of Sodium Hypochlorite based on the pricing and terms and conditions of the Charlotte County Contract; and,

WHEREAS, the VILLAGE desires to accept VENDOR’s pricing by piggy-backing the Charlotte County 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 hereto 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. Charlotte County Contract. The Charlotte County Contract with the VENDOR 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 School Board under the Charlotte County Contract and all associated and applicable Contract Documents as defined therein.
3. VENDOR’s Proposal. In accordance with the terms and conditions in the Charlotte County Contract and pricing therein, the VENDOR shall provide for the purchase of Sodium Hypochlorite as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the terms of the Charlotte County Contract.
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 (including all exhibits);
- C. Charlotte County Contract (including all Contract Documents as defined therein).

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 construction and design 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 Charlotte County Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the VENDOR's proposal to the VILLAGE and shall be based on the unit prices found in the Charlotte County Contract, which shall be considered the "Contract price". VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Payments made to VENDOR shall not be in excess of the amount provided in an approved budget of the VILLAGE.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR 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 VENDOR shall maintain the insurance as required in the Charlotte County Contract applicable to the goods and services being delivered 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 and Term: The effective date of this Contract is the date the Contract is approved by the Village Council. The term shall be the same as the current Charlotte County Contract, from October 1, 2022, up to and including September 30, 2023. Any renewals shall be based on the renewal of the Charlotte County Contract, which provides for two additional one-year terms by mutual consent of Charlotte County and the Vendor.
- 6.11 Public Records: VENDOR 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 VENDOR 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 VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 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.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used

to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity and Warranty.

Shall be as set forth in the Charlotte County Contract.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination and any other amounts due and owing to VENDOR at the time of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

9. Public Entity Crimes.

VENDOR 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. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Contract Documents if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. Fiscal Non-funding.

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

11. Scrutinized Companies.

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the VENDOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the VENDOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

12. E-Verify.

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 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" as defined in Section 448.095(1)(k), Florida Statutes;

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

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

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

E. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the 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 VILLAGE as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

[Signatures continue on next page]

VENDOR:

ALLIED UNIVERSAL CORPORATION

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of Shade Systems, 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 _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

September 21, 2022

Village of Palm Springs
Paul H. Ward
Utility Superintendent
360 Davis Road
Palm Springs, FL 33461
Ph.: 561.434.5877
Email: Pward@vpsfl.org

Re: Bid# 2022000564
Sodium Hypochlorite

Dear Paul:

Please use this letter as confirmation that Allied Universal Corporation will offer the Village of Palm Springs piggyback agreement on Charlotte County, Bid# 2022000564 for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk \$1.07/gl (Full Truckloads)

The term of this "piggyback" agreement is from October 1, 2022 to September 30, 2023 during which the Village of Palm Springs agrees to purchase from Allied Universal Corporation Sodium Hypochlorite for:

Estimated volume 200,000 gallons

If you agree with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by September 29, 2022 to bids@allieduniversal.com

We look forward to hearing from you.

Respectfully,

ALLIED UNIVERSAL CORPORATION

VILLAGE OF PALM SPRINGS



J. Palmer, AUC President – CEO

Title: _____
Date: _____

cc: Tim Koziatsek, VP of Sales
R. Fernandez, Regional Sales Manager
D. Stockdale, Sales Representative
S. Moros, Bid Coordinator

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue

204 SCM Road

2100 Port Road



Charlotte County Purchasing Department
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

September 20, 2022

Cristhianne Munguia, Bid Coordinator
Allied Universal Corporation
3901 NW 115 Avenue
Miami, Florida 33178

Re: Bid No. 2022000564 – Water and Wastewater Chemicals - Annual Contract

Dear Ms. Munguia:

Please be advised that on September 13, 2022, the Board of County Commissioners approved award of Sodium Hypochlorite Solution for \$1.07/gallon as specified under Bid No. 2022000564, Water and Wastewater Chemicals - Annual Contract, to your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

The term of this contract will be from October 1, 2022 up to and including September 30, 2023, with option to renew for two additional one-year terms, by mutual consent, at the same prices, terms, and conditions. A Purchase Order will be issued, and invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

Prior to commencement, you are to submit the Certificate of Insurance as required by the Request for Bids. Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an insured on both the Comprehensive General Liability and Business Auto Liability Policies and must be listed as such on the Insurance Certificate. Charlotte County to be named insured as "Charlotte County".

Your signature below represents your concurrence with, and acceptance of the terms and conditions set forth in this letter and your submittal dated August 3, 2022. Please sign and return by email to Cheri.Alexander@CharlotteCountyFl.gov or fax to 941.174.1384

If you have any questions or concerns, please do not hesitate to contact Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist at 941.743.1548.

Sincerely,

Cheri Alexander

Cheri Alexander, C.P.M., CPPB
Acting Senior Division Manager - Purchasing

/ca

ACCEPTED:



Signature

September 21, 2022

Dated

cc: File



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2022000564
WATER AND WASTEWATER CHEMICALS – ANNUAL CONTRACT

This is an annual contract for the purchase of water and wastewater chemicals to be utilized by the Utilities Department.

There will not be a Pre-Bid Conference for this project. Please send all questions to the email address below.

BID OPENING: 2:00 p.m., (EST), AUGUST 10, 2022
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 225642. Any questions can be answered by contacting Cheri Alexander, C.P.M., CPPB, Senior Contract Specialist at 941.743.1548 or email: Cheri.Alexander@CharlotteCountyFl.gov.

Notice of Availability
Posted: July 22, 2022



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
WATER AND WASTEWATER CHEMICALS - ANNUAL CONTRACT
BID NO. 2022000564**

DUE DATE: AUGUST 10, 2022

DEPT: UTILITIES

Company Names ►			Polydyne Inc.		Shannon Chemical Corporation		Allied Universal Corporation		Odyssey Manufacturing Company	
Location ►			Riceboro, GA		Malvern, PA		Miami, FL		Tampa, FL	
Description ▼	Unit	Qty	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Calcium Hypochlorite-100 # drums	ea	700		\$ -		\$ -		\$ -		\$ -
How many drums per pallet										
Per pallet price	ea	1		\$ -						
Sulfuric Acid	gal	3000				\$ -		\$ -		\$ -
Sodium Hydroxide- 55-gal drum	drum	6		\$ -		\$ -		\$ -		\$ -
Ammonium Sulfate	ea	37,200		\$ -		\$ -		\$ -		\$ -
Sodium Hypochlorite Solution	gal	606,000		\$ -		\$ -	1.07	\$ 648,420.00	1.65	\$ 999,900.00
Antiscalant-55-gal drum	drm	14		\$ -		\$ -		\$ -		\$ -
Corrosion Inhibitor (55-gal drum)	drm	6		\$ -	1414.77	\$ 8,488.62		\$ -		\$ -
Polymer-250-gal totes	ea	24	4,025.000	\$ 96,600.00		\$ -		\$ -		\$ -
Citric Acid - 55-gal drum	drm	8		\$ -	1290.85	\$ 10,326.80		\$ -		\$ -
Powdered Activated Carbon 40/50 lb bags	lb	40,000		\$ -		\$ -		\$ -		\$ -
Company Names ►			Hawkins Inc.		Amaya Solutions Inc.		Donau Carbon LLC		Brenntag	
Location ►			Labelle, FL		Plant City, FL		Dunnellon, FL		Tampa, FL	
Description ▼	Unit	Qty	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Calcium Hypochlorite-100 # drums	ea	700		\$ -				\$ -		\$ -
How many drums per pallet										
Per pallet price	ea	1								
Sulfuric Acid	gal	3000		\$ -		\$ -			4.59	\$ 13,770.00
Sodium Hydroxide-55-gal drums	ea	6	450.00	\$ 2,700.00		\$ -		\$ -		\$ -
Ammonium Sulfate	gal	37,200	4.99	\$ 185,628.00		\$ -			6.33	\$ 235,476.00
Sodium Hypochlorite Solution	gal	606,000		\$ -		\$ -		\$ -		\$ -
Antiscalant-55-gal drum	drm	14		\$ -	775.50	\$ 10,857.00		\$ -		\$ -
Corrosion Inhibitor (55-gal drum)	drm	6		\$ -	913.20	\$ 5,479.20		\$ -	1393.00	\$ 8,358.00
Polymer-250-gal totes	ea	24		\$ -		\$ -		\$ -		\$ -
Citric Acid - 55-gal drum	drm	8	850.00	\$ 6,800.00		\$ -		\$ -	1293.15	\$ 10,345.20
Powdered Activated Carbon 40/50 lb bags	lb	40,000		\$ -		\$ -	2.527	\$ 101,076.00	\$ -	\$ -

Company Names ►			Solenis LLC		Univar Solutions		Carbon Activated Corporation			
Location ►			Wilmington, DE		Kent, WA		Mount Hope, WV			
Description ▼	Unit	Qty	Price	Extension	Price	Extension	Price	Extension	Price	Extension
Calcium Hypochlorite-100 # drums	ea	700		\$ -	0.000			\$ -	0.000	\$ -
How many drums per pallet										
Per pallet price	ea	1								
Sulfuric Acid	gal	3000		\$ -		\$ -				\$ -
Sodium Hydroxide-55-gal drums	ea	6		\$ -	338.745	\$ 2,032.47		\$ -		\$ -
Ammonium Sulfate	gal	37,200		\$ -		\$ -				\$ -
Sodium Hypochlorite Solution	gal	606,000		\$ -		\$ -		\$ -		\$ -
Antiscalant-55-gal drum	drm	14		\$ -		\$ -		\$ -		\$ -
Corrosion Inhibitor (55-gal drum)	drm	6		\$ -		\$ -		\$ -		\$ -
Polymer-250-gal totes	ea	24	4,259.40	\$ 102,225.60		\$ -		\$ -		\$ -
Citric Acid - 55-gal drum	drm	8		\$ -	947.10	\$ 7,576.80		\$ -		\$ -
Powdered Activated Carbon 40/50 lb bags	lb	40,000		\$ -		\$ -	2.12	\$ 84,800.00	\$ -	\$ -
** BID AWARD IN PROGRESS**										



Village of Palm Springs

Executive Brief

AGENDA DATE: October 6, 2022

DEPARTMENT: Police Department

ITEM #4: Purchase Police Explorer Van

SUMMARY: In Fiscal Year 21/22 and as a part of the approved budget, the Police Department submitted an order for a 2022 Ford Transit passenger van, for our Explorer program, from Duval Ford via the Florida Sheriff's contract. The van arrived at Duval Ford on September 28, 2022, and due to Ford's mid-year model change, it was a 2023 model year van. As such and due to unprecedented issues with vehicle purchases over the past two years, the price of the van increased by over 30%. As this increase was outside our allowable increase, we could not move forward with the purchase.

Duval Ford is currently holding the van and has provided an updated quote via the Bradford County Florida Sheriff's Office contract (BCSO 22-27-1.0) which expires September 12, 2027. The contract was a competitive bid process and allowed other government entities to purchase via the contract. The contract and quotes are attached to this agenda item. Of note is that Ford closed the ability for dealers to order this type of vehicle prior to the end of FY 21-22, thereby eliminating our ability to order one until possibly FY 23/24.

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 38 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.

This item was prepared by the Police Department's Support Services Manager and was reviewed by the Police Chief, the Village Attorney and the Finance Director.

FISCAL IMPACT:

The Police Ford van, for our Explorer program, was originally budgeted FY 21/22. A budget amendment will be undertaken in FY 22/23 to fund the total amount of the purchase (\$50,309.63).

ATTACHMENTS:

1. Bradford County Sheriff's Office - Bid Award - (Bradford County Sheriff's Office 22-27-1.0)
2. Village of Palm Springs requote Bradford County Sheriff's Office - October 3, 2022



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:

Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Contract



**BRADFORD COUNTY
SHERIFF'S OFFICE**

Gordon Smith
Sheriff

TITLE:	BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:	09/13/22 <i>[Signature]</i>
EFFECTIVE:	September 12, 2022
TERM:	FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A. SPECIFICATIONS B. PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, Fl.)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

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 FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

VENDOR (Duval Ford)

Name

Date

Name **Richard Tackett: GM**

Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

Local Vendor Affidavit:

Duval Ford, per section "H" preference, and by definition contained in Bid id# BCSO 22-27-1.0, section "B", is a local vendor situated in Duval County, Jacksonville, Florida. The principal business registration and dealer registration attached provide sufficient evidence to this fact. For purposes in the evaluation Duval Ford is aware that the full five point Florida business registration and the four point local vendor preference is awarded.

I, Richard Tackett, attest that Duval Ford qualifies as a local vendor, and therefore qualifies for preference.



Signature

9/1/2022

Richard Tackett
Duval Ford

Price Proposal

Attachment 1: Ford OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: SVT

Attachment 3: Mileage Statement

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Mileage Statement:

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a “brokered” sale. The transaction is original and direct between entities adhering to the Manufacturer’s franchise agreements and the manufacturer’s statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

AMO percent Markup

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #	Category		OEM Brand.	Ceiling % Markup	Note
	141	WheelChair	Braun	15%	
	142	WheelChair	Century	15%	
	143	WheelChair	Mobility Works	15%	
	144	WheelChair	Mathews Bus	15%	

Bid Boiler Plate and Addenda



Bradford County Sheriff's Office
Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

Request for Proposal

Automotive pursuit vehicles, light truck and SUV's,
Medium Duty vehicles and equipment.

[BCSO 22-27-1.0] Rev. 9/1/22

The Bradford County Sheriff's Office; herein "BCSO", Bradford County, Florida requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and its eligible users.

A. TIMELINE OF EVENTS

Bid Announcement	8/22/22
Deadline for Questions	9/02/22; george_konkel@bradfordsheriff.org
Bid Due Date	9/06/22 at 10am eastern
Anticipated Date of Award	9/12/22

B. DEFINITIONS

Base Vehicle Specification – Commodity specifications established by the Department, that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a bid to this ITB. May be a Manufacturer or Dealer.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

Component, Feature, or Configuration – An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Required Aftermarket Option, or Identified Aftermarket Option.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

Contractor – A Vendor that enters into a Contract with the Department as a result of this solicitation. A Contractor may be a Manufacturer or Dealer.

Customer – Governmental entity identified as an Eligible User.

Concession - Manufacturer's discount allowance for a specific vehicle related to a specific sale type i.e. governmental use sales as designated by a manufacturer

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options from the Manufacturer responsive to this solicitation. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Sheriff's Office of Bradford County.

Fee - Amount of payment remitted back to Bradford County Sheriff's office upon the sale of any motor vehicle purchased off this contract. VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid, due the 20th of the month for deliveries made in the prior month.

Disposal Fee: Awarded vendor is capped at a net disposal fee of \$400 per used vehicle, net of transportation costs and auction fees, supported by corresponding documentation. The remainder of dispositional funds will be remitted back to agency of record.

Identified Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the awarded Contractor.

Local Vendor: Local preference is allowed to Bidders that have a principal place of business, registered, and verified withing Bradford, Clay, St. Johns, Duval or Nassau Count. (edited 9/1/22)

Manufacturer/Brand – The original producer or provider of Motor Vehicles responsive to this solicitation which possess the minimum quality, reliability, service, and value required by the Department and Customers.

Manufacturer's Last Order Date – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and contractual services without benefit of a Contract resulting from this solicitation, if awarded. MSRPs are formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.

MSRP Credit – The MSRP price of the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature, or configuration that is deducted from the Representative Model price paid by the

Customer if the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature or configuration is removed from the vehicle.

Price List – A collection of MSRPs and invoice costs and related information broken down by specific Representative Models and their associated OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. Prices shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data Carbook Pro Fleet Edition.

Price Sheet – The MSRP Sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

Net Price – The final price after applying all discounts and credits.

Original Equipment Manufacturer (OEM) – The original producer of a Commodity and/or service.

OEM Options – A motor vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the standard equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

Representative Model – A Department specified Motor Vehicle, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, or configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model or Vehicle, Representative Vehicle, Motor Vehicle, Base Vehicle, or Vehicle.

Required Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to the Representative Model by the awarded Contractor.

Vendor – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

C. OBJECTIVE

Bradford County Sheriff's Office intends to enter into a contract with an Automotive dealer(s) for the procurement of NEW, unused, light and medium duty trucks, sport utility vehicles and police rated vehicles.

Price structure is to be established for the base represented vehicle inclusive of all manufacturer's standard equipment (no deletions or substitutions allowed without prior approval), OEM options, and aftermarket vehicle related components. No incomplete vehicles are to be purchased off this agreement. All incomplete vehicles requiring further modification will have a second stage manufacture's certificate of origin and be certified as "complete" according to the current FMVSS published guidelines and any statutory laws that govern.

The Bradford County Sheriff's Office intends on making this agreement accessible to other governmental entities as eligible users to include: City and County Agencies, Municipalities, Development Districts, Universities and Colleges collectively known as governmental entities including not-for-profit political subdivisions.

D. TERM

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years, or extended, by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with Vendor approval.

E. RIGHT TO REJECT BIDS

BCSO may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsive. BCSO reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the Sheriff's Office to do so.

F. ADDENDA

It is the responsibility of the vendor to review any addenda posted by the department in accordance with the timeline of events.

G. PUBLIC OPENING

Bids will be opened on the date and at the location indicated in the 'Timeline of Events' section. Bidders are not required to attend. The Department will only announce the names of Bidders who submitted a Bid at this public meeting, in accordance with section 119.071(1)(b), F.S.

H. PREFERENCE

Local preference is allowed to Bidders that have a principal place of business, registered and verified within Bradford, Clay, St. Johns, Duval or Nassau County, in the amount of 4% (four points) of the lowest-responsive bid submitted. In addition, preference to Florida businesses per Florida Statute 287.084 is recognized and added to the local county preference in the amount of 5%, (five points).

I. BID AWARD EVALUATION AND TIE BIDS

BCSO has the right to award multiple bidders in this solicitation. The responsive bids and responsible bidders will be scored according to the following points evaluation table:

CATEGORY	Category Description	Maximum Points
1.0	Pricing	56

CATEGORY	Category Description	Maximum Points
2.0	Location in Florida	5
3.0	Local County Preference	4
4.0	Performance Volume Certification	35
5.0	Proposal	25
Total		125

[CATEGORY 1.0] PRICING:

The conversion rule for pricing points allowance is as follows:

Ranking	Maximum Points Awarded	Bid Submission	Example
First Place	56	Lowest Percentage over cost	5% over cost
Second Place	44	Second Lowest Percentage	5.1% over cost
Third Place and greater	0	Third Lowest Percentage	5.25% over cost

[CATEGORY 2.0] LOCATION IN FLORIDA:

Dealer must submit dealer registration and or Business registration document showing Florida address as principal place of business.

[CATEGORY 3.0] LOCAL PREFERENCE:

Bidding Dealership must be located in counties specified in Section H.

[CATEGORY 4.0] PERFORMANCE VOLUME CERTIFICATION:

Vendor's Financial Stability and verified-historical-ability to process volume of Governmental purchases. Dealer must submit annual volume of vehicle sales to governmental customers for 2 year period, Maximum volume is ranked. Highest volume of deliveries receives total points allowance of 35 points. This will be verified through OEM representative's signed manufacturer's certification document.

TIE BIDS: The finishing order in the event of a tie bid requires both businesses to have a qualifying drug-free work program then the award finish will be determined using the following criteria: 1. Bidder place of business radius from the Bradford County Sheriff's Office [20 points] 2. Vendors performance record with purchasers [10 points]

BID EVALUATION EXAMPLE

CATEGORY	Category Description	Bidder A Clay County	Bidder B Georgia Dealer	Bidder C Bradford County	Maximum Points
Bid	% over Cost	3%	2%	1%	
1.0	Pricing	56	44	0	56
2.0	Location in Florida	5	0	5	5
3.0	Local County Preference	4	0	4	4
4.0	Performance Volume Certification	35	0	0	35
5.0	Response	10	20	25	25
	Total	110	64	34	125
Ranking		First	Second	Third	

J. CHANGE ORDERS AND EQUIPMENT DELIVERY

The vendor shall notify the Bradford County Sheriff's Office, in writing, of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

- A. Changes to be made (i.e., equipment, equipment components, equipment installation, accessories, accessory components).
- B. Additional time associated with any changes, (if any).
- C. Additional cost associated with any changes, (if any).

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Major G. Konkel

Bradford County Sheriff's Office

Fleet Management Department

945-B North Temple Avenue

Starke, Florida 32091

Phone Number- (904) 964-2276

Fax Number - (904)966-6160

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (15) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this document or any alterations may not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided.
The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.
Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.
Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.
- Deliveries of less than 550 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE"

cover on light bars.

- All deliveries in excess of 550 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 550 odometer miles and may deduct \$0.51 cents per mile in excess of 550 miles from the invoice, unless distance above 550 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (15) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

K. INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. Owner's manual

7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.
Deliveries that do not include the above items will be considered incomplete and can be refused.

L. PROPOSAL RESPONSE REQUIREMENTS

Any bidder's response to the RFP should include the following information at a minimum. Points are scored based on content, selection and diversity. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the requested information and documents to be considered responsive.

The Bradford County Sheriff's Office reserves the right to seek additional / supplemental information on specific issues as needed.

All bid documents should be sealed in an envelope addressed to the Bradford County Sheriff's Office (Attn Major George Konkell) with the bid number clearly indicated and opening date and time. No bids will be considered that are later than the requested due date on the timeline.

**Bradford County Sheriff's Office
Attn. Major George Konkell
945-B North Temple Ave.
Starke, FL 32091**

TAB 1: EXECUTIVE SUMMARY (10 POINTS)

A. Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must include the signer of the proposal and must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

B. Business location(s)

C. Governmental References for similar scope of work

TAB 2: QUALIFYING DOCUMENTS (10 POINTS)

A. Manufacturer's certification and historical performance volume metrics (this item will be ranked and scored independently and considered in the overall bid award.

B. Business registration, dealer registration

C. Representations / Certifications

D. Local Vendor affidavit as defined in definitions (section H) (edited 9/1/22)

TAB 3: FINANCIALS (5 POINTS)

A. Provide a company income statement and balance sheet for review. The purpose of this information is to ensure the vendor has the financial strength / stability to satisfy the demands of the department.

B. Vendor's Federal IRS form: w9

TAB 4: PRICE PROPOSAL

Part 1: In tabular format, bidder will list OEM brand name, and representative model / description, with corresponding percentage “profit” over dealer invoice. This percentage value is the basis for the ranking in the bid award tabulation. This percentage should include all profit, prep fees, delivery to the Bradford County Sheriff’s Office, and BCSO one half of one percent contract fee. The percentage should be published up to two decimal places. Note: It is not necessary to publish vehicle invoice amounts as these will be captured upon quoting by the awarded dealer.

Percentages are to be the same within a dealer’s bid covering all models submitted. It is assumed that bidder for a particular OEM brand will make available all models unless exclusions are submitted with proposal.

Part 2: Bidder will offer brand names of all second stage manufacturing products and the corresponding discounts off MSRP and/or % over dealer cost (edited 9/1/22)

Part 3: Delivery charge per mile to include cost for fuel for deliveries made in any location other than the BCSO office.

M. RFQ: PRICE QUOTING UPON AWARD

Upon award, to ensure pricing integrity, awarded dealer will quote using the following format:

Vehicle: Part 1		Invoice		Total part 1 & 2	
Representative OEM Make, Model, description, model year and price		\$			
OEM option content		\$			
OEM governmental concession discount		(\$_____)			
Bid percentage markup		+%			
Total Vehicle					
AMO: Part 2		MSRP			
		Requested Aftermarket options, brand name & description		\$	
		OEM percentage discount or % over cost		(\$_____)	
		Total Aftermarket Options		\$	
Total Vehicle Plus Total AMO					Is Total

VILLAGE OF PALM SPRINGS

Prepared for:	Contract Holder	Date
VILLAGE OF PALM SPRINGS EDGAR MORELY EMORLEY@VPSFL.ORG 561-584-8300	Duval Ford Richard Tackett (Work) 904-381-6551 (Mobile) 904-343-6266 richard.tackett@duvalfleet.com 5203 Waterside Dr Jacksonville, FL 32210	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code	Equipment	OEM Price Level:	320	BCSO Contract Price	
2023 X2Y	2023 FORD TRANSIT PASSENGER VAN		\$ 46,199.00	\$ 44,231.83	
OEM freight	Factory Destination		\$ 1,795.00	\$ 1,824.62	
Exterior Paint	Oxford White			\$ -	
998	3.5 GAS ENGINE			\$ -	
44U	AUTOMATIC			\$ -	
VK	VINYL INTERIOR			\$ -	
96P	15 PASSENGER SEATING		\$ 1,361.00	\$ 1,383.46	
63E	DUAL BATTERIES		\$ 269.00	\$ 273.44	
942	DAYTIME RUNNING LAMPS		\$ 41.00	\$ 41.68	
86F	TWO ADDITIONAL KEYS		\$ 69.00	\$ 70.14	
58B	SYNC		\$ 847.00	\$ 860.98	
65A	BLIND SPOT MONITORING		\$ -	\$ -	
94A	SIDE SENSING		\$ 437.00	\$ 444.21	
53B	TRAILER TOW HITCH AND PLUG		\$ 442.00	\$ 449.29	
			\$ -	\$ -	
			\$ -	\$ -	
Discount	Government Concession reflected in Base Vehicle Price				
Ceiling Markup	Primary Awardee Ceiling Markup		1.65%		
Discount	Net invoice discounts for Account reflected in Base vehicle Price		4.25%		
Ceiling Percentage Markup: Lighting			20%		
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
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0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
Ceiling Percentage Markup: Accessories			29%		
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
0			\$ -	\$ -	
Final Delivery					
Labor	Total Labor Hours for installation of parts		\$ -	\$ -	
Freight	Freight on Parts		\$ -	\$ -	
33461	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)		\$ 2.00	\$ 592.00	
Tag	TRANSFER FL Tag plus tag and title processing and handling fee		\$ 138.00	\$ 138.00	
Warranty	Extended Warranty excluded		\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
NOTE					
UNIT COST				\$ 50,309.65	
TOTAL QUANTITY			1	TOTAL PURCHASE \$ 50,309.65	

PRICE LIST

(PRICE LEVEL CODE 315)

	MODEL		SERIES CODE	BASE VEHICLE PRICE	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
	Transit 350 XL		X2Y	Transit 350 XL Passenger Van Low Roof 148 WB RWD	\$ 46,199	\$ 48,630
			X9Y	Transit 350 XL Passenger Van Low Roof 148 WB AWD	50,659	53,325
			X2C	Transit 350 XL Passenger Van Med Roof 148 WB RWD	47,272	49,760
			X9C	Transit 350 XL Passenger Van Med Roof 148 WB AWD	51,732	54,455
			X2X	Transit 350 XL Passenger Van High Roof 148 WB RWD	48,645	51,205
			X9X	Transit 350 XL Passenger Van High Roof 148 WB AWD	53,105	55,900
			U4X	Transit 350 XL Passenger Van High Roof 148EL RWD	49,656	52,270
			U5X	Transit 350 XL Passenger Van High Roof 148EL AWD	55,955	58,900
	Transit 350 XLT		X2Y	Transit 350 XLT Passenger Van Low Roof 148 WB RWD	48,583	51,140
			X9Y	Transit 350 XLT Passenger Van Low Roof 148 WB AWD	53,044	55,835
			X2C	Transit 350 XLT Passenger Van Med Roof 148 WB RWD	49,651	52,265
			X9C	Transit 350 XLT Passenger Van Med Roof 148 WB AWD	54,107	56,955
			X2X	Transit 350 XLT Passenger Van High Roof 148 WB RWD	51,029	53,715
			X9X	Transit 350 XLT Passenger Van High Roof 148 WB AWD	55,485	58,405
			U4X	Transit 350 XLT Passenger Van High Roof 148EL RWD	52,026	54,765
			U5X	Transit 350 XLT Passenger Van High Roof 148EL AWD	58,335	61,405
	ALL MODELS		—	Destination and Delivery	1,795	1,795

	DRIVE	OPTION CODE	POWERTRAINS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
ENGINE		998	3.5L V6 PFDi	Std	Std
		99G	3.5L EcoBoost V6 over Base 3.5L PFDi	\$ 1,616	\$ 1,775
			3.5L EcoBoost V6 (Std w/ U5X)	Std	Std
TRANSMISSION		44U	10-Speed Automatic Overdrive with SelectShift	Std	Std
AXLE		X73	3.73 Standard Axle Ratio	Std	Std
		X7L	3.73 Optional Limited Slip Axle	296	325
			3.73 Standard Limited Slip Axle	Std	Std
			3.73 Limited Slip Axle- Inc w/41E when 99G is ordered	Incl.	Incl.
		X4L	4.10 Limited Slip Axle Optional- w/ 3.5L V6 (998)	296	325
			4.10 Limited Slip Axle Standard- w/ 3.5L V6 (998)	Std	Std
AREA		425	50 State Emissions	N/C	N/C

MODEL		OPTION CODE	TIRES	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
		64H	16 inch Black Steel Wheel with Full Silver Wheel Cover - SRW only	\$ 32	\$ 35
			16 inch Black Steel Wheel with Full Silver Wheel Cover - XLT	Std	Std
		644	16 inch Black Aluminum Alloy Wheel - SRW, Standard front axle only	478	525
			16 inch Black Aluminum Alloy Wheel - SRW, Standard front axle only - use with 18D	446	490
		647	16 inch Silver Aluminum Alloy Wheel - SRW, Standard front axle only	360	395
			16 inch Silver Aluminum Alloy Wheel - SRW, Standard front axle only - use with 18D	327	360
		15C	Wheel Well Liners - Black (Front Only)	269	295
		76E	16 inch Forged Aluminum Wheels - DRW with standard front axle	856	940
		76G	16 inch Forged Aluminum Wheels - DRW with HD front axle	856	940
		51A	Delete full-size spare tire & wheel, DRW Van only	(114)	(125)

PRICE LIST

(PRICE LEVEL CODE 315)

MODEL	TRIM SERIES	TRIM TYPE	SEATS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
		21G	Dark Palazzo Gray Vinyl, 2-way man (fore/aft/recline) drv & frt pass, drv-side armrest, drv & frt pass-side airbags -- Use w/ XL Passenger Vans	N/C	N/C
		21L	Dark Palazzo Gray Cloth, 2-way man (fore/aft/recline) drv & frt pass, drv & frt-pass-side airbags, inboard armrest & drv-side manual lumbar -- Use w/ XLT Passenger Vans	Std	Std
		21M	Ebony Cloth Seat Trim, 2-way, drv/pass armrests, driver lumbar w/ Side and Curtain Airbags (XLT Pass)	N/C	N/C
		21P	Dark Palazzo Gray Vinyl, 2-way manual (fore/aft/recline) driver and front-passenger, driver and passenger-side armrest	N/C	N/C
		21Q	Dark Palazzo Gray Cloth 10-way power driver and front-passenger seats with front airbags and inboard armrests	\$ 797	\$ 875
		21R	Ebony Cloth 10-way power driver and front-passenger seats with front airbags and inboard armrests	797	875
		21S	Ebony Leather Seat Trim, 10-Way Power Driver & Passenger, armrests, both heated, w/ Side and Curtain Airbags (XLT Pass with 47E, 96K or 96X)	1,055	1,160
		21S	Ebony Leather Seat Trim, 10-Way Power Driver & Passenger, armrests, both heated, w/ Side and Curtain Airbags (XLT Passenger Van - LWB)	1,469	1,615
		21S	Ebony Leather Seat Trim, 10-Way Power Driver & Passenger, armrests, both heated, w/ Side and Curtain Airbags (XLT Passenger Van - LWB-EL)	1,625	1,785
		96K	(Less) 1-Passenger Seat or 2-Passenger Seats. (use on LWB)	(778)	(855)
		96K	(Less) 1-Passenger Seat or 2-Passenger Seats. (use on LWB with 96X)	N/C	N/C
		96K	(Less) 1-Passenger Seat or 2-Passenger Seats. (use on LWB-EL)	(1,010)	(1,110)
		96X	2-Passenger Seating - LWB	(778)	(855)
		96P	15-Passenger Seats, Second row triple seat, Third row single/double seat, Fourth row single/double seat and Fifth row bench seat. Use with LWB	1,361	1,495
		96W	(13) 10-Passenger Seats, Second row dual seat, Third row single/double seat, Fourth row single/double seat. Use with LWB-EL	(310)	(340)
		96T	(10) 14-Passenger Seats, Second row dual seat, Third row single/double seat, Fourth row single/double seat and Fifth row bench seat. Use with LWB-EL	(78)	(85)
		96S	(9) 14-Passenger Seats, Second row dual seat, Third row single/double seat, Fourth row single/double seat and Fifth row bench seat. Use with LWB	1,024	1,125
		96V	(12) 8-Passenger Seats, Second row triple narrow seat and Third row single/double seat (LWB)	(310)	(340)

	OPTION CODE	OTHER OPTIONS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	87B	Stainless Steel Wheel Liners - DRW Only	\$ 382	\$ 420
	63C	Dual Alternator - 250A each (incl Aux Fuse Panel w/ High Spec Interface Connector (87E))	933	1,025
		Dual Alternator - 250A each - Use with 67C	615	675
		Dual Alternator - 250A each - Use with 47E	451	495
	87E	Auxiliary Fuse Panel incl Dual AGM Batteries (63E) and Modified Vehicle Wiring System (53K)	351	385
		Auxiliary Fuse Panel incl Dual AGM Batteries (63E) and Modified Vehicle Wiring System (53K) -- Use with 67C/63C	Incl.	Incl.
	63E	Battery - Dual Heavy-Duty Batteries	269	295
		Battery - Dual Heavy-Duty Batteries - Inc w/ 87E, 47E, & with the combination of of X9C, X9X or X9Y and 15-Passenger Seating (96P)	Incl.	Incl.
	41H	Engine Block Heater	69	75
	59D	Perimeter Anti-Theft Alarm	141	155
	153	Front License Plate Bracket	N/C	N/C
	543	Long Arm Non Telescoping, Power Glass Adjust Mirrors w/o Turn Signals - Passenger Van	59	65

PRICE LIST

(PRICE LEVEL CODE 315)

	OPTION CODE	OTHER OPTIONS (continued)	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	544	Long Arm Non Telescoping, Power Glass Adjust Heated Mirrors w/Turn Signals - Passenger Van	\$ 200	\$ 220
		Long Arm Non Telescoping, Power Glass Adjust Heated Mirrors w/Turn Signals - Passenger Van with BLIS (65A) or XLT	N/C	N/C
	43R	Reverse Sensing System	269	295
		Reverse Sensing System - Incl with 43S, 94A, 94B, 65A, 61D	Incl.	Incl.
	68H	Running Board	282	310
	67D	Trailer Brake Controller (TBC) Incl Large Center Console with Integrated Shifter (67E) - use without 67C	368	405
		Trailer Brake Controller (TBC) Incl Large Center Console with Integrated Shifter (67E) - use with 67C	210	230
	17F	Windows-All-Around, fixed - incl Rear-Window Defogger	Std	Std
	92E	Privacy Tint (All Around) - Use with XL/XLT Passenger Vans	455	500
	62A	Auxiliary Heater Prep Package with 47E	59	65
	62C	Auxiliary Heater A/C Prep Package without Rear Controls with 47E	91	100
	60C	Cruise Control with Message Center - incl Adjustable Speed Limiting Device (ASLD)	296	325
		Cruise Control with Message Center - incl Adjustable Speed Limiting Device (ASLD) - With 58E	Incl.	Incl.
	16G	Carpet, Front w/ Passenger Van XLT	Incl.	Incl.
	16H	Carpet, Front and Rear w/ Passenger Van XL	114	125
	16E	Vinyl Floor Covering - Front and Rear - incl wheel well covers and rear/side scuff plates - Passenger Van XLT	N/C	N/C
		Vinyl Floor Covering - Front and Rear - Passenger Van XL	Std	Std
	85C	Vinyl Sunvisors with Illuminated Vanity Mirror	Std	Std
	86F	Keys: 2 additional (4 total) with Key Fobs (Power)	69	75
	62B	MyKey	4	5
	90B	Rearview Mirror	Std	Std
	66D	Front Overhead Shelf	69	75
	67C	Upfitter Package - Incl High Capacity Upfitter Switches	555	610
	18D	Exterior Upgrade Package -- Use w/ Passenger Van XLT	Std	Std
	53B	Heavy Duty Trailer Tow Package	442	485
	43E	Rear Bumper - Black with integral step. Optional on Low Roof	N/C	N/C
	18P	50/50 Hinged Rear Door, 253-degree Opening	69	75
	68L	Power Running Board	856	940
	67E	Console - Large Center Console with Integrated Shifter	178	195
		Console - Large Center Console with Integrated Shifter-Inc with 67C & 67D	Incl.	Incl.
	53K	Modified Vehicle Wiring System and Kit	69	75
		Modified Vehicle Wiring System and Kit w/ 47E and 87E	Incl.	Incl.
	86B	Carpeted Front Floor Mats - Throw-In	28	30
	86N	Heavy Duty Tray Style Floor Mats (Front)	54	60
	52C	Keyless Entry Keypad	87	95
	43B	Back Up Alarm	137	150
	68B	Remote Start	451	495
	PUX	Ingot Silver (Metallic) paint	182	200
	PDR	Avalanche Gray (Metallic) Paint	182	200
	PME	Abyss Gray (Metallic) Paint	182	200
	PUM	Agate Black (Metallic) paint	182	200
	PM7	Carbonized Gray (Metallic) Paint	182	200
	61E	High Resolution Digital Camera	N/C	N/C
	68J	Extended Length Running Boards	596	655
	61D	360-Degree Camera with Split-View and Front Washer (incl Front Fog Lamps, and reverse sensing (43R)) - Use with XL Passenger Van	910	1,000
		360-Degree Camera with Split-View and Front Washer (incl Front Fog Lamps, and reverse sensing (43R)) - Use with XLT Passenger Van	550	605
		360-Degree Camera with Split-View and Front Washer (incl Front Fog Lamps, and reverse sensing (43R)) - Use with 43S	Incl.	Incl.
	53G	Front Bumper - Painted - XLT	Std	Std
		Front Bumper - Painted - XL	228	250
	59A	60/40 Hinged Passenger-side Door (Low Roof)	N/C	N/C
	65C	Power Sliding Door (Med/High Roof)	906	995
		Power Sliding Door with U5X	319	350
	91A	High-Intensity Discharge (HID) Headlamps with LED Signatures	414	455
	91B	Wiper Activated Headlamps	28	30

PRICE LIST

(PRICE LEVEL CODE 315)

	OPTION CODE	OTHER OPTIONS (continued)	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	55D	Front Fog Lamps	\$ 95	\$ 105
		Front Fog Lamps-Included in 18D, 94A, 61D and 53G	Incl.	Incl.
	655	Extended Range Fuel Tank - 31 gallon	260	285
	545	Short Arm Power Adjust, Manual-Folding Heated Mirror w/Turn Signals (All Self Color) - Passenger Van	145	160
	53D	Tow/Haul Mode with Trailer Wiring Provisions	269	295
	17L	2nd Row Driver-side Egress Window	760	835
	85D	Horn - Dual Note	18	20
	41E	Heavy Duty Front Axle (2,100 kg FGAWR Package)	Std	Std
	61C	Vehicle Maintenance Monitor	41	45
	55A	Upfitter Interface Module (UIM)	232	255
	60D	Adaptive Cruise Control - incl Adjustable Speed Limiting Device (ASLD)	569	625
		Adaptive Cruise Control - incl Adjustable Speed Limiting Device (ASLD) - XLT Passenger Van	442	485
	65A	Blind Spot Assist 1.0 - Incl BLIS w/ CTA and TC, Short Arm Power Mirror and 43R	724	795
		Blind Spot Assist 1.0 - Incl BLIS w/ CTA and TC, Short Arm Power Mirror and 43R - Use with 94A, 94B	N/C	N/C
	94B	Enhanced Active Park Assist (incl front sensing, side sensing (94A), and reverse sensing (43R)) - For XL without 61D	815	895
		Enhanced Active Park Assist (incl front sensing, side sensing (94A), and reverse sensing (43R)) - For XL with 61D; XLT	501	550
	94A	Side Sensing System (incl Reverse Sensing System (43R) and Foglamps (55D))	437	480
		Side Sensing System (incl Reverse Sensing System (43R) and Foglamps (55D)) Incl with 94B	Incl.	Incl.
	47E	Builders Prep Package - XL LWB - incl 63E	(605)	(665)
		Builders Prep Package - XL EL-LWB - incl 63E	(860)	(945)
		Builders Prep Package - XLT LWB - incl 63E	(660)	(725)
		Builders Prep Package - XLT EL-LWB - incl 63E	(923)	(1,015)
	47L	Livery Van Package for XLT Passenger Van SRW	3,326	3,655
		Livery Van Package for XLT Passenger Van DRW	4,095	4,500
	43S	Reverse Brake Assist Package - incl 360 Camera and rear park aid	888	975
		Reverse Brake Assist Package - incl 360 Camera and rear park aid -Use with XLT	564	620
	41J	Intelligent Access with push-button start	336	370
	90C	Rear View Camera / Mirror Display	542	595
	64K	16 in Sparkle Silver Alloy Wheel	956	1,050
	64G	16 in Matte Black Alloy Wheel	956	1,050
	59B	Front Sensing System	N/C	N/C
	86W	All-Weather Floor Mats	109	120
	91C	Black HID Headlamps	414	455
	PFT	Blue Metallic paint	182	200
	PMT	Blue Mist paint	182	200
		AUDIO		
	58V	SYNC3 with 4 inch multi-function display, AM/ FM stereo, Bluetooth, Dual USB Ports - Use with XL Passenger Van	255	280
	58B	SYNC 4 with 12 inch Display (58B)	847	930
		SYNC 4 with 12 inch Display (58B) - XLT	Std	Std
	58C	SYNC 4 with SiriusXM with 360L, HD Radio and 12 inch Display (58C)	1,060	1,165
		SYNC 4 with SiriusXM with 360L, HD Radio and 12 inch Display (58C) - XLT	214	235
	58E	SYNC 4 with SiriusXM with 360L, HD Radio, Navigation and 12 inch Display (58E)	1,620	1,780
		SYNC 4 with SiriusXM with 360L, HD Radio, Navigation and 12 inch Display (58E) - XLT	774	850
	58F	SYNC 4 with SiriusXM with 360L, HD Radio, Navigation and Intelligent Adaptive Cruise Control (iACC) and 12 inch Display (58F)	1,866	2,050
		SYNC 4 with SiriusXM with 360L, HD Radio, Navigation and Intelligent Adaptive Cruise Control (iACC) and 12 inch Display (58F) - XLT	1,019	1,120

PRICE LIST

(PRICE LEVEL CODE 315)

	OPTION CODE	FLEET OPTIONS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	76D	White Painted DRW Package with exposed lugnuts (Fleet only option)	\$ 32	\$ 35
	64C	White Steel with Mini-Cap and Lug Nut Covers (All SRW - Fleet only option)	32	35
	52H	Speed Limitation - 70 mph Fixed governed top speed - Fleet only	73	80
	52M	Speed Limitation - 65 mph Fixed governed top speed - Fleet only	73	80
	52N	Speed Limitation - 75 mph Fixed governed top speed - Fleet only	73	80
	942	Daytime Running Lamps - Fleet only	41	45
	51E	(AB) Decal #1 – Up to 15 ft2	387	425
	51F	(AC) Decal #2 – Up to 25 ft2	524	575
	51G	(AD) Decal #3 – Up to 45 ft2	706	775
	55E	Automatic Engine Idle Shutdown Timer (5 mins) - incl 55B Smart Acceleration Truncation	182	200
	55F	Automatic Engine Idle Shutdown Timer (10 mins) - incl 55B Smart Acceleration Truncation	182	200
	55G	Automatic Engine Idle Shutdown Timer (15 mins) - incl 55B Smart Acceleration Truncation	182	200
	55H	Automatic Engine Idle Shutdown Timer (20 mins) - incl 55B Smart Acceleration Truncation	182	200
	98B	Fleet Fuel Economy Package	241	265
	59C	Fleet Safety Package	32	35



Village of Palm Springs

Executive Brief

AGENDA DATE: October 6, 2022

DEPARTMENT: Administration

ITEM #5: 2023 Municipal Election Vote Processing Equipment Use and Elections Service Agreement with Palm Beach County Supervisor of Elections

SUMMARY: The Supervisor of Elections (SOE) of Palm Beach County has presented the Village with an agreement clarifying the duties and responsibilities of the Supervisor of Elections office and the Municipal Clerk. As part of the proposed Agreement, the Village will receive a bill for non-partisan ballots printed (independents and "other" listed voters) that will be billed directly to each municipality by the Supervisor of Elections.

The Municipal Election is scheduled for March 14, 2023, with a run-off election on March 28, 2023, if necessary.

FISCAL IMPACT:

Costs from the SOE to the municipalities are within the FY 2023 Budget.

ATTACHMENTS:

1. Supervisor of Election 2023 Municipal Agreement - Village of Palm Springs
2. Supervisor of Election 2023 Municipal Cost Estimates - Village of Palm Springs



2023 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and **The Village of Palm Springs, Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 14, 2023, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

Wendy Sartory Link Palm Beach County Supervisor of Elections

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.

3.2 Vote-By-Mail Ballots. MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

4.2 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances, unless MUNICIPALITY has already coordinated publication with SOE. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices.

Wendy Sartory Link Palm Beach County Supervisor of Elections

SOE shall, if available, provide samples of required advertising upon request. SOE may also coordinate with MUNICIPALITY to translate and publish notices on behalf of MUNICIPALITY. MUNICIPALITY is responsible for the cost of translation and publication of required notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY is the qualifying officer for all municipal candidates and is therefore responsible for all associated duties including collecting petitions, collecting filing fees, and posting notices or advertisements required by municipal charters/ordinances not already required by statute.

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

SOE is responsible for verifying petition signatures once MUNICIPALITY has delivered them off to SOE's Main Office, certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify, and posting legal notices required by Florida Law.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, and at least ninety-five (95) days before Election Day, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions.

SOE reserves the right to not administer a municipal election if MUNICIPALITY does not provide all ballot information by the 95-day deadline

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s) prior to finalizing.

MUNICIPALITY shall confirm the number of ballots needed. SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine. MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for layout out and ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

The SOE will be responsible for delivery of Early Voting and Election Day ballots to polling locations, as well as Mailing Vote-By-Mail ballots to voters with valid requests on file.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any costs incurred.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

10.4 Uniform Municipal Election in Conjunction with County-Wide Election. SOE shall pay poll workers directly for their services. (Most likely to occur every four years during a March Presidential Preference Primary but may apply in similar instances in which a county-wide election occurs, upon which municipalities choose to “piggyback.”)

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY is ultimately responsible for securing its own ADA-compliant polling location(s) for stand-alone municipal elections. If MUNICIPALITY is having an election in conjunction with a county or state-wide election, SOE will secure all polling locations.

Upon request, SOE will provide MUNICIPALITY with the list of the polling locations that are currently assigned to MUNICIPALITY’S precincts.

MUNICIPALITIES are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, SOE must be informed at least sixty (60) days in advance of Election Day and a Department of Justice survey must be performed.

MUNICIPALITY will be responsible for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

MUNICIPALITY is responsible for coordinating Monday (the day before Election Day) set-up and 5:30 a.m. access on Election Day.

ARTICLE 12 - POLL WATCHERS

12.1 Standalone, Uniform, or Runoff Municipal Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of the badges.

MUNICIPALITY will create a master poll watcher list to be supplied to their poll workers on Election Day.

12.2 Uniform Municipal Election in Conjunction with County-Wide Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE, for those poll watchers specific to a municipal race or question. SOE will be responsible for collecting Designation forms for county-wide or multi-municipality races or initiatives.

SOE will create a master poll watcher list to be supplied to their poll workers on Election Day.

MUNICIPALITY may be responsible for costs associated with the preparation of municipal race or initiative petition poll watcher badges.

ARTICLE 13 – SAMPLE BALLOTS

13.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY’S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

13.2 Run-Off Election.

In the event of a run-off election, SOE ***shall not*** create or mail sample ballots.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

MUNICIPALITY shall coordinate with Voting Equipment Center manager (Hector Lugo) and Polling Location(s) regarding delivery and security of voting equipment.

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Canvassing Board Duties. At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.

A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated. A majority of the Canvassing Board must be present during any Canvassing procedure which requires a vote.

The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.

A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification.

At least three members must be present for a recount if one is necessary.

A majority of the Canvassing Board must be present at all times during the post- election Audit. The SOE staff will complete the Audit process.

16.2 County Canvassing Board. If MUNICIPALITY is using the County Canvassing Board (as defined by Section 101.141, Florida Statutes), SOE shall schedule and coordinate the date(s) on which the Canvassing Board is to assemble to canvass the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings.

MUNICIPALITY **must** utilize the County Canvassing Board in the event of a county-wide election or an election which encompasses more than one municipality (i.e., Congressional elections, etc.).

16.3 Municipal Canvassing Board. If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to, administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from the negligence of the MUNICIPALITY, or its employees acting within the course and scope of their employment in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful, or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

SUPERVISOR OF ELECTIONS:

MUNICIPALITY:

Signature

Signature

Wendy Sartory Link
Name (Printed or Typed)

Beverly Smith
Name (Printed or Typed)

Palm Beach County Supervisor of Elections
Title

Mayor
Title

Date

Date

Attest:

Kimberly M. Wynn, Village Clerk

Reviewed For Form and Legal Sufficiency

Glen J. Torcivia, Village Attorney

Wendy Sartory Link Palm Beach County Supervisor of Elections

Municipal Election Cost Examples**Uniform Municipal Election (not in a Presidential Election Year)****2023****EXAMPLES**

		Municipal Size:		
		<u>Small</u>	<u>Medium</u>	<u>Large</u>
# of Precincts		4	17	47
# of Registered Voters		2,000	25,000	45,000
Estimated Voter Turnout %		20%	20%	20%
Estim. # of Voters Actually Voting		400	5,000	9,000
Estim. # of Vote By Mail Ballots Sent Out (40% of # Registered)		800	10,000	18,000
Estim. # of Vote By Mail Ballots In (40% of # Actually Voting)		160	2,000	3,600
Estim. # of Regular Ballots (60% of # Registered)		1,200	15,000	27,000
# of Poll Worker Training Locations		1	3	5
Staff Time Multiple		1	2	3

		Municipal Size:		
		<u>Small</u>	<u>Medium</u>	<u>Large</u>
	<u>Unit Cost</u>			
Muni Package Flat Rate (Uniform Election) *	\$7,195.66	\$7,195.66	\$7,195.66	\$7,195.66
Precinct Services	\$596.24	\$2,384.95	\$10,136.02	\$28,023.11
Vote-By-Mail Ballots				
Ballots Out	\$6.71	\$5,369.55	\$67,119.42	\$120,814.95
Ballots In	\$0.60	\$96.00	\$1,200.00	\$2,160.00
Regular Ballots				
Onsite Support -- ClearBallot	\$0.20	\$240.00	\$3,000.00	\$5,400.00
Onsite Support -- ES&S	\$0.20	\$240.00	\$3,000.00	\$5,400.00
Staff Time				
Acctg/Billing (flat rate)	\$141.36	\$141.36	\$141.36	\$141.36
TOTAL ESTIMATE *		<u>\$15,667.52</u>	<u>\$91,792.46</u>	<u>\$169,135.08</u>



Village of Palm Springs

Executive Brief

AGENDA DATE: October 6, 2022

DEPARTMENT: Administration

ITEM #6:

FISCAL IMPACT:

ATTACHMENTS:

1. City Government Week October 17-23, 2022

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

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

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

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

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

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

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

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs do hereby proclaim October 17 – 23, 2022 as:

"City Government Week in Palm Springs"



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

Date **October 6, 2022**



Village of Palm Springs

Executive Brief

AGENDA DATE: October 6, 2022

DEPARTMENT: Parks & Recreation

ITEM #7: Approve Parks Master Plan Contract Award - Piggyback - Parks and Recreation Department - Wantman Group, Inc.

SUMMARY: The Parks and Recreation Department has identified the need to conduct a Village-wide Parks and Recreation Master Plan study to assist in creating an extensive plan for the future of Parks and Recreation in the Village.

The proposed Master Plan will be comprised of:

Development of a public survey to collect feedback on the community's priorities and desires for the Village's Parks and Recreation Department

- Development of a project website
- Stakeholder interviews
- Development of a social media campaign
- Community engagement
- Existing conditions analysis/needs and priorities
- Long-range vision
- Design recommendations and best practices
- Project list
- Implementation plan
- Parks and Recreation Master Plan Report

The plan will include an extensive public engagement plan, mediums to reach the diverse demographics within the Village; population and demographic analysis; park facility and program evaluation; public involvement; public surveys; benchmarking; service area analysis; needs and priorities summary; visioning workshop; estimate of probable costs; action plans; implementation recommendations; strategic funding plan; open house; master plan document; marketing materials; executive summary; and public presentation.

The Parks and Recreation Department staff is recommending the use of the Village's General Consulting Services Continuing Contract (RFQ 2019R-001) that was awarded to Wantman Group, Inc. on April 4, 2019. If approved, the Master Plan is expected to begin within 60 days of the authorization to purchase from the Village (December 2022). The process of completing the Parks Master Plan is expected to take between six (6) to eight (8) months.

If approved, the Village would accept Wantman Group Inc.'s pricing proposal of a Not-to-Exceed

amount of \$135,275. The Village's FY 2023 General Fund Budget includes Parks Master Plan funding.

The use of RFQ 2019R-001 was reviewed by the Village Attorney and the Parks and Recreation Director.

FISCAL IMPACT:

The Parks and Recreation Department has determined the need to contract with a consultant, Wantman Group, Inc., to complete a Parks and Recreation Master Plan. A Master Plan is identified in the FY 2023 Budget.

ATTACHMENTS:

1. Work Authorization - Wantman Group, Inc. - Parks Recreation Master Plan
2. Request for Qualifications (RFQ 2019R-001) - Wantman Group, Inc - Executed Agreement
3. Request for Qualifications (RFQ2019R-001) General Consulting Services Continuing Contracts



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE : 9/5/2022

VILLAGE RFQ. NO. : 2019R-001

WORK AUTHORIZATION NO. WG – G00 FOR CONSULTING SERVICES

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

WANTMAN GROUP, INC. PROJECT NO.:

PROJECT TITLE: Parks & Recreation Master Plan

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

PROJECT DESCRIPTION

Development of a Parks and Recreation Master Plan and associated community outreach activities.

I. SCOPE OF SERVICES

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

TASK 1 – PUBLIC OUTREACH & COMMUNITY ENGAGEMENT

The CONSULTANT will provide the following outreach services:

Task 1.1 – Project Kick-off and Progress Meetings

At the start of the project, the team will schedule a meeting with the Village to review the project approach and base information needs, identify key stakeholders, strategize on the outreach activities, and develop a detailed schedule. This meeting will be held in-person. Following the kick-off, biweekly progress meetings will be held with WGI and Village staff for the duration of the project.

Task 1.2 – Survey

1. Develop one (1) public survey to collect feedback on the community’s priorities and desires for the Village’s park network and Recreation Division. The survey, once approved by the Village, will be formatted into a digital format (Survey123) accessible online;
2. A physical version of the survey will be developed for distribution to community residents who are unable to complete the survey digitally. Printing services will be charged per the agreed upon rate sheet;
3. Survey will be provided in English, Spanish, and Creole.

WORK AUTHORIZATION NO. _____

Task 1.3 – Project Website

Develop a project website through Story Maps to post survey links, survey results, notifications about the project, and opportunities for public engagement and participation. This link will be hosted on the Village's website.

Task 1.4 – Stakeholder Interviews

Interview up to 10 stakeholders on the development of the master plan. Stakeholders can include Village officials, civic organizations, business groups, non-profits, church groups, or other community organizations that have a vested interest in the park system and recreation department of the village. Meetings will be one (1) hour in length and conducted virtually.

Task 1.5 - Social Media Graphics & Project Branding

Develop a social media campaign through the crafting of project phase appropriate graphics and posts for the Village social media accounts that promote the planning process for the Park & Recreation Master Plan as well as provide a standardized process to announce community participation opportunities such as meetings, workshops, and public surveys.

Task 1.6 – Community Engagement

The outreach strategy will focus on minority and underrepresented populations through expanded outreach aimed at reaching those groups.

1.6.1 – Community Events

WGI will attend two (2) community event to distribute surveys and receive public input about the project. WGI will also include a planning exercise customized for the event for the attendees to participate in. Attendance at each event will be a maximum of 4 hours.

1. 6.2 – Hispanic Human Resource Council Outreach

WGI will conduct one (1) in-person meeting with representatives of the Hispanic Human Resource Council. Feedback from the council may further inform the decision on who are the desired stakeholder associated with Task 1.3 and Tasks 1.6.3 - 1.6.6

1. 6.3 – School Outreach

A school age-specific survey will be created for distribution to the local schools. WGI will work with representative of the selected schools to determine the best method of distribution of the survey. In-person, school age-specific outreach, will be an additional service.

1.6.4 – Houses of Worship Outreach

WGI will work representatives from the selected religious organizations to determine the best method of distribution of the survey. This may include attendance at up to four (4) in-person events or services. The Village will provide a list of desired organizations to contact.

1.6.5 – Rental Community Outreach

WGI will distribute surveys to rental community associations. The survey will be provided in digital format for inclusion on the community online portals as well as paper for posting in mail rooms and on bulletin boards.

1.6.6 – Youth Sports Program

WGI will attend two (2) local youth sports events to distribute surveys to participants and parents.

1.7 – Outreach Summary

WGI will gather input from the Task 1 and will prepare a community engagement summary report. This summary will help define the overall community vision and will identify key goals to be addressed master plan.

TASK 2 – MASTER PLAN

The CONSULTANT will provide the following master planning services:

Task 2.1 - Existing Conditions

1. Analyze the existing conditions of Palm Spring's park system for:
 - a) community profile/demographics
 - b) park level of service
 - c) connections/linkages
 - d) existing uses and conditions of facilities
 - e) current park programming and resident participation
2. Provide analysis of population trends.
3. This section will also include an analysis of current park projects and expansions.
4. Existing conditions will be provided with GIS mapping where applicable.

Task 2.2 - Establish a Vision, Goals, and Objectives

WGI will facilitate one (1) community workshop to collaborate with the Village and the public to establish a long-term vision for the parks system. This step will establish supporting goals and objectives to help implement the plan and realize the vision. This workshop will include additional planning exercises to solicit feedback. This event will be a maximum of 4 hours in length.

Task 2.3 - Design Recommendations & Best Practices

Identify best practices for parks in South Florida that are pertinent to Palm Springs, establish minimum standards for the Village's parks, and present design recommendations for park improvements.

Task 2.4 - Project List

1. Establish a list of projects to implement the vision. These projects will be prioritized and classified as short-, medium-, and long-term projects.
2. Identify funding opportunities and strategies to implement the final plan.

Task 2.5 - Draft Plan

Incorporate the findings from Task 2.1-2.4 into the final master plan document. WGI will present a draft of the plan to the Planning & Zoning Board at a regularly scheduled hearing.

Task 2.6 – Final Plan

Once WGI incorporates feedback from the Planning & Zoning Board, we will present the final master plan for adoption to the Village Council.

II. DELIVERABLES

TASK 1 DELIVERABLE

The final deliverable for this task will be in a report format containing the following information:

1. Public participation overview
2. Summary of survey results utilizing text, charts, and infographics

WORK AUTHORIZATION NO. _____

3. Summary of survey respondent demographics
4. Biweekly meeting updates with Village Staff

TASK 2 DELIVERABLE

1. Draft Master Plan
2. Final Master Plan
3. PowerPoint Presentation for public hearings
4. Biweekly meeting updates with Village Staff

III. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will prepare a detailed timeline.

IV. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$135,275 as outlined in Table A.

Table A
Budget Summary

Description	Total
Task 1.1 – Kick off and Biweekly meetings	\$7,000
Task 1.2 - Survey	\$7,750
Task 1.3 - Website	\$9,000
Task 1.4 - Stakeholder Interviews	\$2,500
Task 1.5 – Social-Media	\$4,500
Task 1.6.1 - Community Events	\$18,650
Task 1.6.2 - Hispanic Human Resource Council Outreach	\$530
Task 1.6.3 - School Outreach	\$1,500
Task 1.6.4 - Houses of Worship Outreach	\$2,120
Task 1.6.5 - Rental Communities	\$3,060
Task 1.6.6 - Youth Sports	\$1,590
Task 1.7 - Outreach summary preparation	\$7,600
Task 2.1 – Ex. Conditions	\$17,300
Task 2.2 - Vision Goals Objectives	\$9,200
Task 2.3 - Design Recommendations	\$12,225
Task 2.4 - Project List	\$8,000
Task 2.5 – Draft Plan	\$12,875
Task 2.6 – Final Plan	\$9,875
TOTAL	\$135,275

V. ASSUMPTIONS

1. CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the VILLAGE;
2. Creation of additional phases or division of phases beyond these would require an additional supplement;
3. Additional submittals not due to CONSULTANT's work will be invoiced on an hourly basis; and
4. Significant modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
5. Additional submittals and coordination not due to WGI's work will require a separate proposal;
6. Site visits for construction administration outside of the scope of service will be invoiced on an hourly basis; and
7. Services not included: Engineering, Structural, Architectural, Landscape Architecture, Irrigation, Lighting, Title Search, Traffic, Environmental, and Geotechnical.

VI. AGREEMENT REFERENCE

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

WANTMAN GROUP, INC.

VILLAGE OF PALM SPRINGS

By:  _____

By: _____

Print Name: Angela Biagi

Title: Director, Urban + Community Planning

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 4th day of April, 2019, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Wantman Group Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the City with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as Exhibit "A" and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as Exhibit "B". If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates Brett Oldford as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a Work Authorization.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in Exhibit "B" and the budget in each Work Authorization.

- A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.
- B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.
- C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**
- D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be

submitted in the format of the sample Monthly Project Status Update, attached hereto and incorporated herein as Exhibit "C". The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

- a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00.

Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional

insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

Attn: Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

CONSULTANT

Wantman Group, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

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

M. Prohibition against Contingent Fees:

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

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

Neither the Consultant nor the Village nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

P. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Q. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

R. Jurisdiction: Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Springs County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Springs County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral.

This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

In the event Community Development Block Grant (CDBG) funds are used for a project, the requirements of the CDBG Agreement with Palm Beach County shall apply and in the event of any conflict, the CDBG Agreement shall be first in order of precedence. The Consultant shall abide by all requirements and obligations imposed on the Village (or as otherwise identified) under the CDBG Agreement. This includes all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as Exhibit "D"). If the CDBG Agreement is terminated for any reason, this Agreement and the Agreement Documents will also be terminated unless agreed in writing by the Village and Consultant to be extended.

U. Palm Beach County Inspector General:

In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

V. Public Records:

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

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Consultant does not transfer the records to the Village.

- (d) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

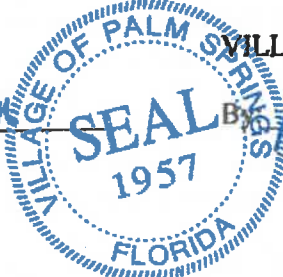
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS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

THE REST OF THE PAGE IS LEFT BLANK

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

ATTEST:

Kimberly Lynn
Village Clerk



[Signature]
Mayor

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

WANTMAN GROUP, INC.

By:

[Signature]

BRETT OLDGEM, PE

DIRECTOR - CIVIL ENGINEERING

(Name Printed or Typed)

(Name Printed or Typed)

State of Florida Beach
County of Palm Spring

BEFORE ME, the foregoing instrument, this 28 day of March, 2019, was acknowledged by Brett Oldgem, Director, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 28 day of March, 2019.

[Signature]
Notary Public

(SEAL)

My Commission Expires: 3/31/22



Cyndy Little
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG189812
Expires 3/31/2022

**REQUEST FOR QUALIFICATIONS
RFQ # 2019R-001**

**GENERAL CONSULTING SERVICES
CONTINUING CONTRACTS**



**226 Cypress Lane
Palm Springs, FL 33461**

Public Service Department
(561) 965-5770

Village of Palm Springs
REQUEST FOR QUALIFICATIONS
RFQ #2019R-001
GENERAL CONSULTING SERVICES – CONTINUING CONTRACTS

The Village of Palm Springs is seeking Qualifications from qualified firms to provide professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans for the Village of Palm Springs.

Request for Qualification documents are available on the Village of Palm Springs' website at <http://www.vpsfl.org/bids.aspx> , www.demandstar.com, or by contacting the Village Clerk's office at (561) 965-4010.

Sealed Qualifications must be clearly marked **"RFQ #2019R-001, General Consulting Services – Continuing Contracts"** and delivered to the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461. The deadline for submission of Qualifications is **Tuesday, October 23, 2018 at 4:30 p.m. local time**. Late Qualifications will not be accepted and will be returned to the sender unopened.

A public meeting of the Village's Selection Committee is expected to convene at 1:30 P.M. EST on Thursday, November 1, 2018 in the Council Chambers at 226 Cypress Lane, Palm Springs, Florida, 33461 to review and discuss rankings of the respondents.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for proposal documents. Any questions regarding the completeness or substance of the request for proposal documents or the scope of services must be submitted in writing via email to Kimberly Wynn, Village Clerk, kwynn@vpsfl.org.

The Village reserves the right to accept or reject any or all Qualifications, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

PUBLISH: Legal Section
 Lake Worth Herald
 September 27, 2018

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I. GENERAL INFORMATION and PURPOSE

1.1 PURPOSE

The Village of Palm Springs (hereinafter referred to as the Village) seeks the submittal of proposals from qualified firms/teams who are interested in providing professional engineering, architecture, planning, and surveying services related to roadways, stormwater, parks, facilities, and master plans for the Village of Palm Springs.

This Request for Qualifications (RFQ) is for professional engineering services and regulatory support services in conjunction with general consulting services. Types of services include but are not necessarily limited to design and permitting of various facilities including roadways, sidewalks, stormwater treatment and conveyance systems, parks, and HVAC systems; planning including transportation planning, redevelopment plans, and strategic planning; floodplain modeling and management; community rating system (CRS) coordination; construction observation; geographic information systems (GIS) support; development review; architecture including facilities and landscaping; assistance with information requests by regulatory agencies; tree inspections by certified arborist; land surveying and geotechnical services; technical assistance for preparation of public information; feasibility studies; implementation of compliance projects or preparation of reports; and other related professional engineering and consulting services.

The Village may contract several different consultants to perform the work described. No consultant shall be contracted as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.

1.2 BACKGROUND

The Village of Palm Springs, established in 1957, is the 12th largest city in Palm Beach County with a population of approximately 24,000 residents. Situated in the heart of Palm Beach County, the Village offers a small town feel with an incredible sense of community within one of the state's largest urban environments

The Village provides its residents and businesses with a variety of programs and services through its departments which include: Administration; Finance; Information Technology; Parks & Recreation; Library; Planning, Zoning & Building; Police; and Public Service. In the approved annual budgets, the Village, through the departments, requires the assistance of general consulting services to accomplish the aggressive Capital Improvement Program and routine programs and services offered to the community.

1.3 SCOPE OF SERVICES

All services must be performed in accordance with applicable Federal, State and Local regulations.

The Village requires the support of consultants for design, permitting and construction phase engineering services for water and wastewater facilities within Village of Palm Springs Utility Service Area. Additionally, the Village requires professional services for environmental permitting, planning and compliance. Qualified firms must follow the Village of Palm Springs Standards and Specifications while performing these services.

Qualified firms, or qualified Proposal Teams, must have in-house, multi-disciplinary capabilities in at least five (5) of these fields, but more capabilities identified will enhance the scores:

- General civil engineering
- Roadway design and construction services
- Sidewalk design and construction services
- Stormwater treatment and conveyance system design and construction services
- Park design and construction services
- Park Master Planning Services
- Redevelopment planning
- Transportation planning
- Strategic planning
- Floodplain modeling and management
- Regulatory compliance and permitting for water and wastewater facilities
- Architectural services
- Landscape architecture
- Hydrology and surface water modeling
- FEMA CRS coordination
- Land surveying
- Geotechnical engineering
- Right-of-way and easement acquisition services
- Structural engineering
- Electrical engineering
- Mechanical engineering
- Constructability plan review/value engineering
- Construction administration and construction observation-related engineering services for water and wastewater facilities
- Public involvement services, including technical assistance for preparation of public information brochures
- GIS & CADD design capability
- Database & Information system development related to computer maintenance management systems (CMMS)

Some projects under this agreement may be financed in whole or in part with federal community development block grant (CDBG) funding provided through the U.S. Department of Housing & Urban Development. All requirements set forth in the regulations governing CDBG funding shall

be satisfied for such projects. To the extent that they differ from those of the Village, the laws, regulations, and cost principles of the grantor shall be used. Certain Federal Requirements are attached and made part of this RFQ as Appendix 2. The forms contained therein shall be executed by the respondent and returned prior to the execution of any Work Authorization.

The Village shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a nonexclusive basis. The Village, at its option, may elect to have any of the services set forth herein performed by other consultants or Village staff.

1.4 QUALIFICATIONS

Pursuant to Section 287.055 Florida Statutes on, the Village, is accepting submittals from qualified firms or individuals to provide professional services for design, permitting and construction phase engineering services for water and wastewater facilities within Village of Palm Springs Utility Service Area. Since Florida law requires the Village to make a determination of a Consultant's qualifications prior to their employment, the Qualification Package of this Request for Qualifications will be used by the Village to make this determination. Additionally, evaluation points will be assigned to information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms may be invited to make presentations for final evaluation.

Qualification submittals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

1.5 NO ORAL INTERPRETATIONS OF THE RFQ

No Person is authorized to give oral interpretations of, or make oral changes to, this Request for Qualifications. Therefore, oral statements about the RFQ by the Village's representatives will not be binding on the Village and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Village's website and on DemandStar. A Proposer can only rely upon those interpretations of, or changes to, this RFQ that are issued by the Village in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Village, its agents, or employees.

1.6 REVIEWING THE RFQ AND ADDENDA

Each Proposer should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the Proposer to ensure that he or she has received and understands all of the pages of the RFQ. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format.

No later than **5:00 p.m., on October 16, 2018**, each Proposer shall deliver to the Village all of the Proposer's questions concerning the intent, meaning and interpretation of this RFQ. Each Proposer shall be deemed to have waived all questions that are not submitted to the Village in compliance with this Section. A Proposer's questions may be delivered to the Village by hand, mail or e-mail but all such submittals shall be submitted by the date outlined above and in writing and addressed to:

Village of Palm Springs
Village Clerk
226 Cypress Lane
Palm Springs, FL 33461
kwynn@vpsfl.org

If revisions to this RFQ become necessary, the Village will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as non-responsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be downloaded from the Village's website at www.vpsfl.org or www.demandstar.com. The Village provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect a proposal submitted in response to this RFQ.

1.7 SCHEDULE AND DEADLINES FOR THE RFQ

A summary schedule of the major activities associated with this RFQ is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFQ.

Issue of RFQ Package	September 27, 2018
Deadline for Written Questions:	October 16, 2018 – 5:00 PM
Proposal Due Date:	October 23, 2018 - 4:30 PM
Selection Committee Meeting	November 1, 2018 - 1:30 PM
Consideration / Award by Village Council	November 8, 2018 – 6:30 PM

1.8 AWARD OF THE CONTRACT BY VILLAGE COUNCIL

As soon as practicable after the Selection Committee completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFQ to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposers' respective abilities to satisfactorily perform the work specified in the Village's RFQ, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall execute the Agreement.

1.9 FEE AND PAYMENT

During contract negotiations, the Village will negotiate fee schedules in accordance with the Village's Purchasing Code, with the goal of establishing standardized rates. The fee schedule may be adjusted after mutual written agreement beginning one year from the effective date of the agreement.

When a scope of services is requested for the formulation of a Work Authorization (WA) under an agreement for professional services, the Consultant will submit the proposed scope of work within ten (10) working days from the date of the request. The proposal will include tasks to be completed with associated costs and an overall schedule with sufficient detail to define major milestones. Once the WA is approved a notice to proceed will be issued by the Village.

The Consultant will be responsible for the preparation of a project schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of the services. The schedule will include a Gantt Chart identifying the critical path, progress of each task and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within ten (10) working days of the notice to proceed on all assignments. The billing of services will include a progress update report, a revised schedule showing current percent complete by task and a detailed invoice showing billings per task outlined in the approved WA.

If Village staff request a change of scope, the Consultant shall notify the Village within ten (10) working days of the change and the associated cost impact. The Consultant will not proceed with additional services until receiving approval from Village.

1.10 LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or

constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFQ, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFQ. If a Proposer discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall promptly report it to the Village Clerk.

1.11 LITIGATION CONCERNING THE RFQ AND AGREEMENT

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFQ or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFQ or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

1.12 PUBLIC RECORDS

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Proposer shall cite the specific section of the law creating the exemption for such information. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFQ. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFQ.

1.13 DRUG-FREE WORKPLACE

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, and certifies it is a DFW.

1.14 CONE OF SILENCE

See Section 58-5 of the Village Code.

1.15 LOBBYING

All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFQ

process.

1.16 PROHIBITION ON SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, the Successful Proposer/Consultant certifies that Consultant and Consultant's affiliates, suppliers and subcontractors that will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If the Village determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

1.17 COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFQ. The Village shall not be liable for any expenses incurred by the Proposer when responding to this RFQ, including but not limited to the cost of making presentations to the Village.

1.18 INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

1.19 PROTEST PROCEDURES

See Section 58-6 of the Village Code.

1.20 NON-COLLUSION

Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services, and the possible inability of Proposer to bid on future projects.

1.21 CODE OF ETHICS

If any Proposer violates or is a party to a violation of the Code of Ethics of the Village, Palm Beach County, and/or of the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQ's for work or for goods or services for the Village.

1.22 CONFLICT OF INTEREST

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Proposers must complete the Conflict of Interest Form attached hereto.

II. SUBMITTAL INFORMATION

- 2.1 The RFQ is designed to provide the necessary information about your firm. Qualification Packages shall be submitted in a sealed envelope labeled with the Proposer's name, contact information, and the Request for Qualification (RFQ) Number. The original and each copy shall be identified as follows: RFQ Number, RFQ Name, Due Date/Time.
- 2.2 Qualification Packages shall be submitted on 8½" by 11" paper, neatly typed, with normal margins and spacing. One (1) unbound original, six (6) bound copies, and a .pdf copy on a CD or USB thumb-drive.
- 2.3 Responses to the RFQ must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications by the Proposer will be considered by the Village as constituting an Offer by the Proposer to perform the required services.
- 2.4 One original, and six (6) copies, and a .pdf copy on a CD or thumb drive of the Qualification Package must be received in the office of the Village Clerk, Village Hall, 226 Cypress Lane.,

Palm Springs, FL 33461, no later than by than **4:30 PM EST time on Tuesday, October 23, 2018**, at which time a list of respondents will be made public.

- 2.5 In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

III. EVALUATION AND SCORING

Selection will be in accordance with the Consultant's Competitive Negotiations Act, as amended, Section 287.055, Florida Statutes. The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points and Weighted Score awarded to each firm. Both criteria will be used to rank each firm 1,2,3,4, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score and weighted score for the firm.

The Evaluation Criteria is made up of the categories below that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFQ submittals.

1. **Qualifications of Team:** Scoring will be based on the qualifications and relevant experience of the project manager, key personnel and consultants proposed for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project.
2. **Experience and Expertise:** Teams will be evaluated based on their recent experience on similar projects, how the projects translate to success on this project, quality of those projects, maintenance of the schedule, construction change orders due to design deficiencies, problems encountered and the means to solve them.
3. **Project Delivery and Approach:** Scoring for this category will consider the team organization, understanding of the Village's needs and challenges, the project management and communication plan, ability to meet budget and provide services in a timely manner, and how quality and accuracy are ensured.
4. **Firm's Resources, Personnel Availability and Commitment:** The firm shall demonstrate a commitment to insuring the Village's interests are met by completing projects on time and within budget. Firm must also demonstrate flexibility to complete projects per the Village's specifications.
5. **References:** References will be evaluated based on their ratings, how relevant the project is to this RFQ, and specific comments provided by the references.

Failure to respond to all the items listed above may result in a lower overall score and may hinder your chances of being selected.

EVALUATION CATEGORIES		POINTS POSSIBLE
1.	Qualifications of Team	25
2	Experience and Expertise	25
3.	Project Delivery and Approach	20
4.	Firm's resources, personnel availability and commitment	15
5.	References	15
GRAND TOTAL OF POINTS		100 POINTS

If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to Village Clerk, 226 Cypress Lane, Palm Springs, Florida, 33461. Email kwynn@vpsfl.org.

IV. QUALIFICATION PACKAGE

- 4.1 Submit this portion of the Request for Qualifications as your firm's Qualification Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Village to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by or known to the Village.
- 4.2 The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Village in awarding the contract and such information is warranted by Proposed to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Village to reject the Qualifications Package, and if after the award, to cancel and terminate the award and/or contract.
- 4.3 Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFQ requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFQ Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The Qualification Package must be organized in the following manner:

Tab #1 Cover Letter, Checklist, & Acknowledgement of Addenda

- 1.1 Please address firm's history, resources, personnel availability and commitment in cover letter.
- 1.2 Checklist (Exhibit A)
- 1.3 Acknowledgment of Addenda# (Exhibit B)
- 1.4 Qualification Submittal Signature Page (Exhibit C)

Tab #2 Consultant Profile

- 2.1 If a corporation, complete the following:
 - 2.1.1 Firm name, address and phone number: (specify if different than parent company)
 - 2.1.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.1.3 Type of firm: corporation, individual, other; If corporation, complete the following:
 - 2.1.4 Date incorporated
 - 2.1.5 State of incorporation
 - 2.1.6 Date authorized to do business in Florida
 - 2.1.7 President, Vice President, Secretary
 - 2.1.8 Federal Employers Identification Number
- 2.2 If partnership, complete the following:
 - 2.2.1 Firm name, address and phone number: (specify if different than parent company)
 - 2.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.2.3 Date organized, Type: General, Limited
 - 2.2.4 Names and addresses of Partners
 - 2.2.5 Federal Employers Identification Number
- 2.3 Do you have a job cost account system?
 - 2.3.1 If yes, answer the following:
 - Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
 - Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
 - Is subsidiary job cost reconciled on a regular basis with the general ledger?
 - Are time and expense reports utilized in the separation of direct and indirect costs?
- 2.4 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.

- 2.5 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- 2.6 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
- 2.7 Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details. Please note number
 - 2.7.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: 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 Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Tab #3 Proposed Project Team Firms

- 3.1 For each **consultant / discipline offered**, please list the following:
 - Name of Consultant
 - Florida State License Number (Department of Business & Professional Regulation);
 - Copy of Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Department of State.

Tab #4 Experience and Expertise

- 4.1 List projects completed and/ or held, specific and comparable, to this project. Indicate:
 - Client Name, contact person and title, address, telephone number and fax number
 - Description of the project including project starting and ending dates.
 - Principal/Project Manager in Charge, licensing/ certifications, various team positions, whether or not team member is still with the firm
 - Whether your firm was the primary or subcontractor

- Consultant cost
 - Change orders issued with explanation of same.
- 4.2 Include firms overall experience specific to this Request for Qualifications.

Tab #5 Key Proposed Project Team Personnel

- 5.1 Firm/Team Organizational Chart
- 5.2 Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training.
- 5.3 Include resumes for all key proposed project team personnel.

Tab #6 Project Delivery and Approach:

- 6.1 Describe the project delivery plan for the project including the communication plan, how you propose to respond to requests for specific projects, how projects will be managed to meet schedule and budget requirements.
- 6.2 Include any innovative approaches to providing the services.
- 6.3 Briefly describe firm's quality assurance/quality control program.

Tab #7 References

- 7.1 Submit a completed Project Specific Reference form (Exhibit D) for projects that are listed in Tab #4. References must be for specific/similar projects, a minimum of three (3) references are required.

Tab #8 Attachments

- 8.1 Attach a copy of the current Florida Department of Business & Professional Regulation License(s)/ registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab #3 and Tab #5.
- 8.2 Submit your State of Florida proof of incorporation
- 8.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.
- 8.4 Conflict of Interest Disclosure Form
- 8.5 Notification of Public Entity Crimes Law
- 8.6 Drug Free Workplace

- 8.7 Non-Collusion Affidavit
- 8.8 Truth-In-Negotiation Certificate
- 8.9 W-9 Form

Tab #9 Additional RFQ Information

V. AWARD OF CONTRACT

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the Village Council for the award of a contract. **It is anticipated that the Village will award a contract to multiple Proposers.**

The Village intends to initially award five (5) year contracts with an option to renew annually for three (3) additional years, up to a total of eight (8) years (5 year contract plus 3 one year renewals).

EXHIBIT A – CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFQ immediately after the cover letter.
- 2) RFQ Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed “Additional RFQ Information”

- _____ Cover Letter (Tab 1)
- _____ Copy of this Check List – Exhibit A (Tab 1)
- _____ Acknowledgment of Addenda – Exhibit B (Tab 1)
- _____ Qualification Submittal Signature Page – Exhibit C (Tab 1)
- _____ Consultant Profile (Tab 2)
- _____ Proposed Project Team Firms (Tab 3)
- _____ Specific Related Experience of the Firm (Tab 4)
- _____ Key Proposed Project Team Personnel (Tab 5)
- _____ Project Team Staffing Experience (Tab 5)
- _____ Project Delivery and Approach (Tab 6)
- _____ References – Exhibit D (Tab 7)
- _____ Conflict of Interest Disclosure Form – Exhibit E (Tab 8)
- _____ Notification of Public Entity Crimes Law – Exhibit F (Tab 8)
- _____ Drug-Free Work Place – Exhibit G (Tab 8)
- _____ Non-Collusion Affidavit – Exhibit H (Tab 8)
- _____ Truth-In-Negotiation Certificate – Exhibit I (Tab 8)
- _____ W-9 Form (Tab 8)

EXHIBIT B – ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT C – QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____days' net _____days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

EXHIBIT D – PROJECT SPECIFIC REFERENCE FORM

Company under Review: _____

RFQ Number & Title: 2019R-001
General Consulting Services

Reference: _____
(Name of Company giving Reference)

Name/Title: _____
(Name and Title of person giving Reference)

Telephone: _____

Project: _____
(Project for which references are being provided)

Fax: _____

Project Manager: _____

Lead Professional: _____

Other Key Project Personnel: _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the project specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.		
6.	Rate the overall quality of the work.		

7.	Rate the technical competence of the firm and its consultants.		
8.	Rate the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes _ No _		

Rating: *1=Poor 2=Fair 3=Average 4=Good 5=Excellent*

Signature _____ Date _____

EXHIBIT E – CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT F – NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Qualifications on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT G – DRUG-FREE WORKPLACE

_____ Is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT H – NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Qualification to perform work for the following:

RFQ No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2018, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

EXHIBIT I – TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name:

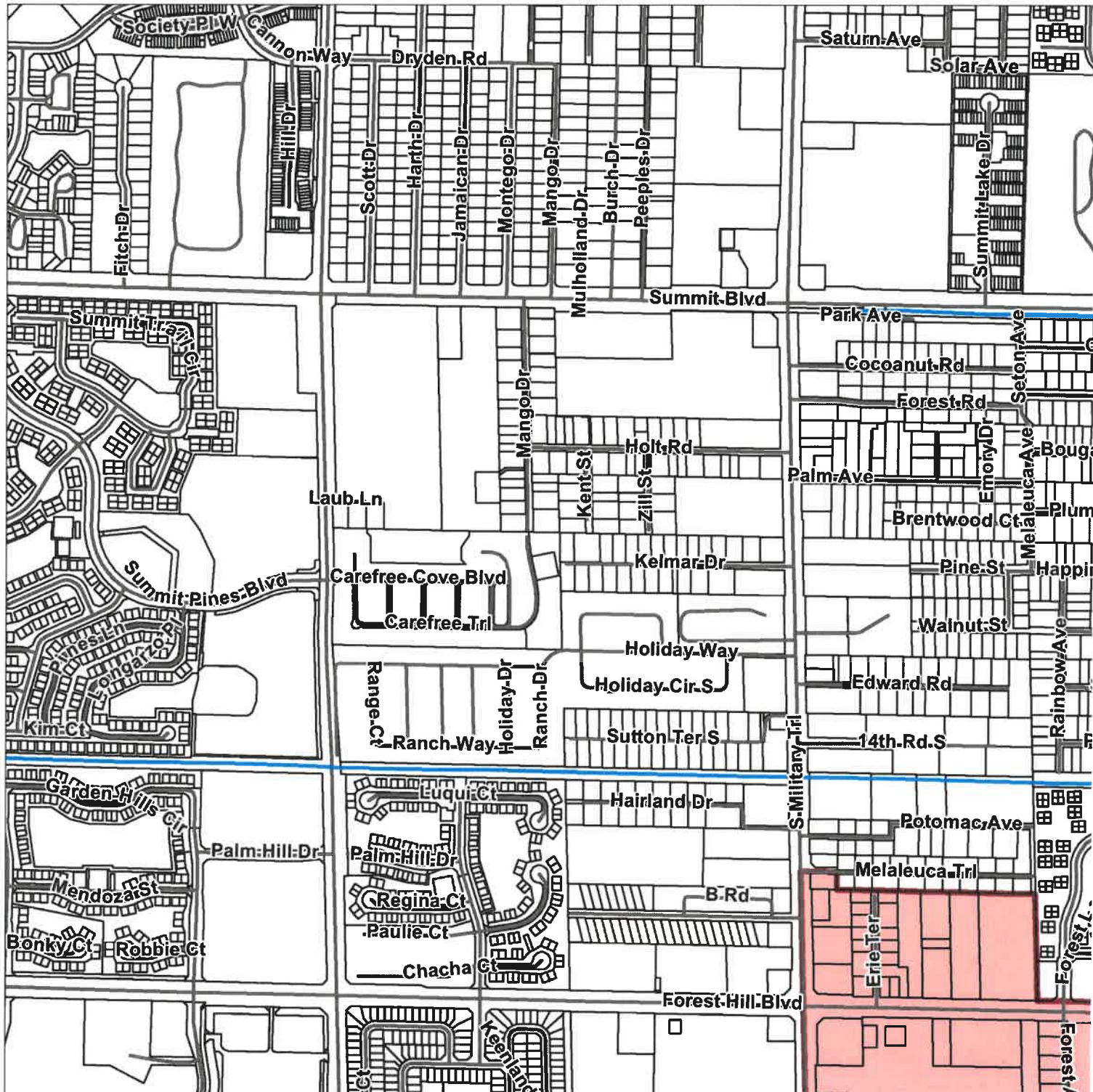
Title:

Date:

Signature:

APPENDIX 1 – MAP OF VILLAGE OF PALM SPRINGS MUNICIPAL LIMITS

VILL





Village of Palm Springs

Executive Brief

AGENDA DATE: October 6, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #8: Site Plan Abandonment - Vacant Lot on Lake Worth Road (formerly Seaglades Investment)

SUMMARY: Mrs. Marta Padron, agent for Janus PS LLC ("Applicant"), is requesting an amendment to a Site Plan to abandon the previously approved Site Plan (Resolution No. 2014-26) and, concurrently, the termination of a declaration of the unity of control required under the same resolution.

On June 12, 2014, the Village Council approved a Site Development Plan to unify two (2) separately owned parcels as one project through unity of control for an off-site parking area for the adult nightclub located at 3174 Lake Worth Road.

The applicant has recently acquired the property and inherited a lease on the site. The applicant has terminated the lease with the nightclub and has requested the removal of the improved parking lot from the property within 60 days, according to the Declaration of Unity of Control required by the Village.

Currently, the applicant is requesting to cancel the approved Site Plan and concurrently terminate the unity of control to allow the removal of the parking lot from their property.

Resolution No. 2022-41 was scheduled for consideration by the Village Council on September 22, 2022. In compliance with the advertisement requirements, the staff needed to postpone this item to October 6, 2022, Village Council Meeting.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed abandonment. This property is located within the Palm Springs CRA - Lake Worth District and redevelopment would result in increased TIF revenue.

ATTACHMENTS:

1. Proposed Resolution No. 2022-41 - Site Plan Abandonment - Vacant Lot on Lake Worth Road (formerly Seaglades Investment)
2. Project Narrative
3. Parking Lot Cancellation
4. Proposed Demolition Plan
5. Resolution No. 2014-26

Placeholder – Resolution No. 2022-41 will be provided prior to the meeting.

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

Janus aquired the property and inherited a lease on site. That lease has been terminated, and the tenant had 60 days to remove the parking lot per the terms of the lease, and the Declaration of the Unity of Control required by Palm Springs.

The tenant has failed to comply so we are now taking up the project and doing removal. The Declaration of the Unity of Control has been terminated and we now want to demo the parking lot. We are requesting the Village allow the amendment to the site plan to allow us to remove the parking lot.

JANUS PS, LLC
3223 Lake Worth Road
Palm Springs, Florida 33461

June 7, 2022

VIA FEDEX DELIVERY

Club Land LLC
3174 Lake Worth Road
Palm Springs, Florida 33461

Re: Lease Agreement/Declaration of Unity of Control

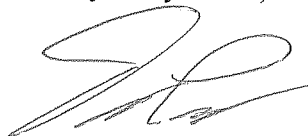
Gentlemen:

As you are aware, JANUS PS, LLC is your landlord as successor to SEAGLADES INVESTMENT CO. under that certain Lease Agreement dated April 1, 2012 as amended by that First Amendment to Lease Agreement dated August 3, 2012, that Second Amendment to Lease Agreement dated January 31, 2014, that Third Amendment to Lease Agreement dated June 12, 2014, that Fourth Amendment to Lease Agreement dated October 20, 2020 and that Fifth Amendment to Lease Agreement dated May 11, 2022 (collectively, the "Lease").

This letter shall serve as written notice of landlord's termination of the Lease which termination shall be effective sixty (60) days from the date hereof. Furthermore, this letter shall also serve as written notice of our election to terminate that certain Declaration of Unity of Control recorded June 12, 2014 in Official Records Book 26852, Page 1442 of the Public Records of Palm Beach County, Florida (the "Unity of Control"). Enclosed please find Termination of Declaration of Unity of Control (the "Termination"). Kindly return to my attention the original Termination duly executed and notarized by Club Land, LLC within two (2) business days of the date hereof. The Village of Palm Springs is requiring the removal of the improved parking area in connection with the Termination (the "Work"). The Work is the responsibility of Club Land, LLC under the Unity of Control and must be undertaken immediately by properly licensed contractors and in accordance with all laws and regulations (including proper permitting). Please note your contractors are required under the Lease to carry and maintain liability insurance before commencement of any work. Accordingly, we request that you identify the contractor(s) who will be performing the Work and provide to landlord copies of such liability insurance before commencement of same.

We appreciate your attention to these matters.

Very Truly Yours,



Enclosure

cc: The Village of Palm Springs
Gross Hoffman PLLC

PREPARED BY AND RETURN TO:

Scott W. Hoffman, Esq.

Gross Hoffman PLLC

490 E. Palmetto Park Road, Suite 101

Boca Raton, Florida 33432

TERMINATION OF DECLARATION OF UNITY OF CONTROL

This Termination of Declaration of Unity of Control ("Agreement") is made as of the 8th day of June, 2022 (the "Effective Date") by and between JANUS PS, LLC, a Florida limited liability company as successor to SEAGLADES INVESTMENT CO., a Florida corporation a/k/a SEAGLADES INVESTMENT CO., INC., a Florida corporation (its successors and/or assigns "Landlord") and CLUB LAND, LLC, a Florida limited liability company (its successors and/or assigns "Tenant") (Landlord and Tenant are collectively referred to herein as the "Declarants").

W I T N E S S E T H:

WHEREAS, the Declarants are parties to that certain Declaration of Unity of Control dated June 12, 2014 and recorded June 12, 2014 in Official Record Book 26852 Page 1442 of the Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, the Declarants desire to terminate the Declaration upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing preambles are true and correct and are incorporated herein by reference.
2. Termination. The Declarants hereby terminate the Declaration effective as of the date which is sixty (60) days from the Effective Date set forth above such that said Declaration shall be null and void and of no further force and legal effect on such date.
3. Due Authorization. The Declarants hereto hereby represent that the signatures hereto have been duly authorized and are binding on the respective Declarants and their respective successors and assigns.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, permitted assigns, heirs and representatives.

5. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida without regard to principles thereof relating to conflict of laws.

6. Jurisdiction and Venue. Any action brought to enforce this Agreement shall be brought only in the state or federal courts located in Palm Beach County, Florida and the parties hereby agree to consent to personal jurisdiction as to any such action in said courts.

7. Attorney's Fees and Costs. In any action, litigation, appeal or otherwise, necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred from the non-prevailing party.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE BLANK]

The Declarants hereto have executed and delivered this Termination of Declaration of Unity of Control as of the date and year first above written.

LANDLORD:

JANUS PS, LLC, a Florida limited liability company

By: [Signature]
Name: Daniel Padron
Title: Manager

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

Acknowledged, subscribed and sworn to before me by means of ☐ physical presence or ☐ online notarization this 8th day of June, 2022 by Daniel Padron, as manager/member of JANUS PS, LLC, a Florida limited liability company, on behalf of such company, who ☒ is personally known to me or ☐ produced _____ as identification and who did not take an oath.

[Signature]
Notary Public, State of Florida
My commission expires: 11/08/2024



TENANT:

CLUB LAND, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

Acknowledged, subscribed and sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022 by _____, as manager/member of CLUB LAND, LLC, a Florida limited liability company, on behalf of such company, who ☐ is personally known to me or ☐ produced _____ as identification and who did not take an oath.

Notary Public, State of Florida

My commission expires:

RESOLUTION NO. 2014-26

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), A SITE PLAN AMENDMENT (SPR14-04) SUBMITTED BY CARLOS GONZALEZ, AGENT FOR THE OWNERS, CLUB LAND LLC AND SEAGLADES INVESTMENT COMPANY, TO UNIFY TWO SEPARATELY OWNED PARCELS AS ONE PROJECT THROUGH A UNITY OF CONTROL FOR AN OFF-SITE PARKING AREA FOR WILD WEST CABARET, LOCATED AT 3174 LAKE WORTH ROAD; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on July 26, 2012, Club Land, LLC and Seaglares Investment Company entered into a temporary use permit for the purpose of off-site parking to serve the needs of the Wild West Cabaret. The temporary use permit will expire July 25, 2014, and cannot be renewed;

WHEREAS, on May 13, 2014, the Land Development Board reviewed and considered the request of Carlos Gonzalez, agent for owners Club Land LLC and Seaglares Investment Company, for a Site Plan Amendment (SPR14-04) to unify two separately owned parcels as one project through a Unity of Control for an off-site parking area for Wild West Cabaret, located at 3174 Lake Worth Road; and

WHEREAS, the recommendation of the Land Development Board to approve the application, has been forwarded to the Village Council for final consideration; and

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

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

Section 1. The Village Council having received and considered the request of the Applicant for a Unity of Control, in which a portion of the vacant parcel directly to the south of Wild West Club, shall be used as overflow parking, located at 3174 Lake Worth Road, and the same having been heard in Regular Session on June 12, 2014; and having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the conditions specified in the Staff Report attached hereto as **Exhibit "A"**, and which is incorporated herein by reference:

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

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

Council Member Waller offered the foregoing resolution. Council

Member Gunter 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	☐	☐	☒
SERGIO ESCALADA, VICE MAYOR	☒	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☒	☐	☐
PATTI WALLER, COUNCIL MEMBER	☒	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☒

The Mayor thereupon declared the Resolution duly passed and adopted this 12th day of JUNE 2014.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: Bev Smith
BEV SMITH, MAYOR

ATTEST:

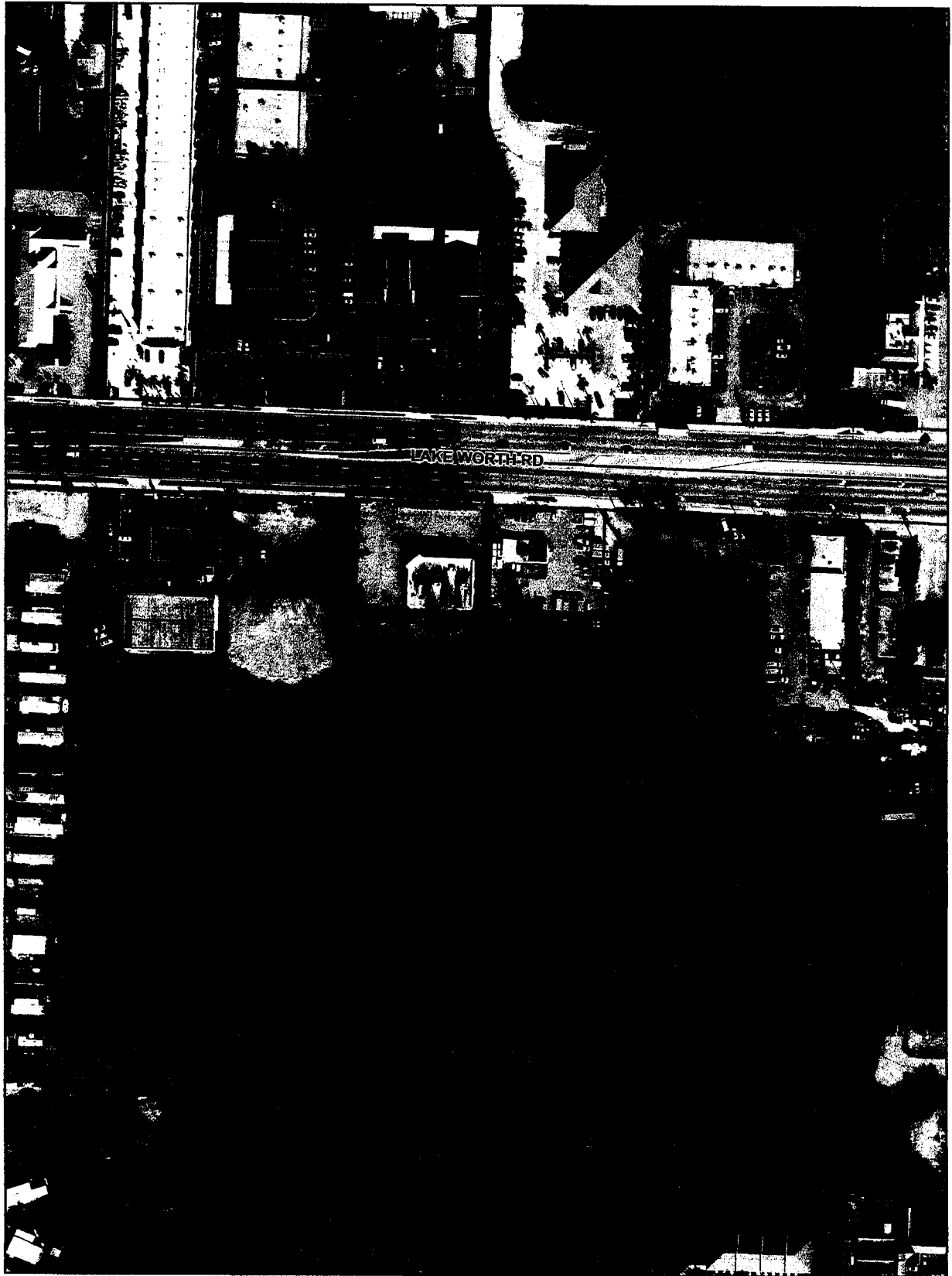
BY: Virginia M. Walton
VIRGINIA M. WALTON, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: Glen J. Torcivia
for GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS

3174 Lake Worth Road



 Parcels

0 75 150 300 Feet

DATE: 6/03/2014





LAND DEVELOPMENT STAFF REPORT

I. Project Description:

Project: Wild West Site Plan Amendment
3174 Lake Worth Road

Petitioner: Carlos Gonzalez
2831-A Exchange Court
West Palm Beach, Florida 33409

Property Owner: Club Land LLC
500 Whitney Avenue, Suite A8
Lantana, Florida 33462

Seaglates Investment Company
15789 Cypress Chase Lane
Wellington, Florida 33414

Project Owner: Club Land LLC
500 Whitney Avenue, Suite A8
Lantana, Florida 33462

II. Site Data:

Existing Use: Wild West Cabaret & Temporary Off-Site Overflow Parking

Proposed Use: Wild West Cabaret with On-Site Overflow Parking

Parcel Control Nos.: 70-43-44-30-01-003-0020 & 70-43-44-30-01-003-0031

Parcel Size: 2.17 Acres

Future Land Use: Commercial

Zoning: Commercial General (CG)

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Worth Professional Park	Commercial	Commercial General, CG
South	Vacant	Commercial	Commercial General, CG
East	U-Haul	Commercial	Commercial General, CG
West	Vacant	Commercial	Commercial General, CG

III. Annexation/History:

The project is composed of two separately owned parcels. The parcel owned by Club Land LLC was annexed into the Village on October 28, 2004 by Ordinance No. 2004-43. Concurrent with that annexation, the Village approved Resolution No. 2004-82 to enter into an annexation agreement with the property owner to allow for the demolition and reconstruction of an adult entertainment establishment.

On November 18, 2004, the Village Council approved Resolution No. 2004-90 to enter into an annexation agreement with Seaglades Investment Company to guarantee voluntary annexation of their parcel into the Village and on December 9, 2004, the Village Council approved Ordinance No. 2004-56 to annex the property and the surrounding properties all owned by Seaglades Investment Company totaling 7.34 acres.

On February 24, 2005, the Village Council approved Resolution No. 2005-11 for a new 5,355 square foot adult entertainment establishment on the Property owned by Club Land LLC. That resolution required any off-site parking for the proposed adult entertainment establishment to be on an improved surface and be approved by the Village of Palm Springs Village Council. It further restricted any proposed off-site parking to be located on the south side of Lake Worth Road for public safety concerns.

On July 26, 2012, both Club Land LLC and Seaglades Investment Company entered into a temporary use permit for the purpose of off-site parking. The portion of the property subject to the proposed lease and temporary use permit is 90' x 332.52'. This temporary use permit expires July 25, 2014 and cannot be renewed, thereby necessitating this proposed site plan amendment.

The site plan adjoins the parcels to create an on-site parking arrangement for the club. The parcels will be unified through a recorded Unity of Control instrument.

IV. Summary of Proposed Development Plan Details:

The petitioner's development plans dated received on depicts the following:

1. Application for Site Plan Amendment dated April 22, 2014.
2. Site Plan signed and sealed by James Paine, Jr.
3. Boundary and Topography Survey signed and sealed by Joseph Tucker.
4. Justification Statement of Proposed Use.

V. Staff Analysis:

Staff Comments included:

Land Development	Incorporated into report
Police	Incorporated into report

Findings/Recommendation:

Village staff recommends approving the site plan with the following conditions:

1. All previous conditions of approval from Resolution Nos. 2005-11 and 2012-48 are still applicable to the property.
2. The site plan is subject to all conditions agreed to in the Annexation Agreement approved by Resolution No. 2004-82 on October 27, 2004.
3. No vehicles shall park in the emergency t-turn around area.
4. If the unity of control is ever terminated, the parking lot shall be removed within 60 days.

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION OF UNITY OF CONTROL ("Declaration") is made and entered into as of this ____ day of _____, 2014, by SEAGLADES INVESTMENTS CO., a Florida Corporation ("Seaglares"), and CLUBLAND, LLC, a Florida limited liability company ("Club Land") (collectively "Declarants").

RECITALS:

WHEREAS, the Declarants are the owners of two separate properties within the Village of Palm Springs, Florida, ("Village") each such parcel more particularly described and singularly described by the legal descriptions as contained in Exhibit "A" and Exhibit "B", attached hereto (collectively the "Properties" and singularly as the "Property"), which Properties are intended to be developed in accordance with Resolution No. 2014-____ a site plan approved by the Village, a copy of which is attached hereto as Exhibit "C"; and

WHEREAS, the Declarants have agreed with the Village that, for the proper development of the Properties, the Declarants shall provide for mutual and reciprocal right-of-way for the purpose of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, the enjoyment of which cross easements shall be shared by the respective parties owning any portion of either Property and to the tenants, lessees agents, employees, guests and invitees of any owner of either Property or any portion thereof and guests and invitees of tenants and lessees legally occupying either Property; and

WHEREAS, the Village is a direct, third party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.
2. Unified Control. Subject to the qualifications and exceptions set forth in this Declaration, the Property is established and declared to be unified as one zoning/building site as reflected in the site plan approval (Resolution No. 2014-____) and no portion of the Property shall be sold, assigned, transferred, conveyed or devised except in its entirety, unless such conveyance is in conformity with or has been terminated under the provisions of this Declaration.
3. Parking. Club Land was previously permitted to improve required off-street overflow parking for its Wild West Cabaret, located at 3174 Lake Worth Road, on the adjacent parcel owned by Seaglares via a Temporary Use Permit Agreement approved by the Village. Prior to expiration of the Temporary Use Permit Agreement, a site plan was filed by Declarants to unify the Property, thereby providing the principal use (Wild West Cabaret) and the requested

overflow parking on the same premises, despite separate ownership being maintained. Declarants hereby affirm that the parking on the Seaglades property will be used specifically and only for requested overflow parking for Club Land property.

4. **Severance.** Should the Declarants determine in the future that they desire to sever the Property the terminating party shall provide written notice to the Village of such termination at least 60 days prior to such termination. Clubland shall be responsible for removing the improved parking area prior to termination. If the improvements are not removed prior to termination, Seaglades shall be given 60 days after the date of termination in which to obtain permits and remove the improved parking area, after which time, the Village shall have any and all legal options at its disposal in order to obtain compliance with its code, including but not limited to citing Seaglades through the code enforcement process. However, if the improved parking area would not be in violation of any City Code, after the termination of this Declaration, then the improved parking area may remain.

5. **Covenants Run with the Land.** Unless and until this Declaration is terminated, all of the covenants, easements and restrictions herein will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title of interest in all or any portion of the Properties.

6. **Modification and Termination.** This Declaration may not be terminated or modified in any way except by means of an instrument executed by the owners of the Properties.

7. **Owners' Restrictions.** No owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Properties which constitute parking areas, driveways and roadways on the approved site plan shall not be blocked, obstructed or impeded, but may be terminated pursuant to termination notice as stated hereinabove.

8. **Miscellaneous.**

a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration of the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of the Declaration and application of such term or provision to persons or circumstances other than those to which is held invalid or unenforceable will not be affected thereby, each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law unless Declaration is terminated by either Declarant.

b. This covenant shall be recorded in the Public Records of Palm Beach County, Florida.

c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.

d. This Declaration and the rights created hereby, including, but not limited to, the cross easements shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.

e. Third Party beneficiary Village of Palm Springs has the right to enforce the Declaration through legal, equitable or administrative proceedings.

f. The venue for any legal action regarding this covenant shall be in Palm Beach County, Florida.

g. The venue for any legal proceeding regarding this Declaration shall be in Palm Beach County, Florida.

9. Declarant, its successors and assigns, acknowledge that the Village shall not be obligated to accept or process any application for any development permits which cannot be issued without an amendment to the site plan (Resolution No. 2014-____) , unless same is submitted and approved by Declarant, its successors and assigns. Furthermore, any development permits which effectuate and/or implement the site plan (Resolution No. 2014-____), and can be issued without an amendment to the site plan (Resolution No. 2014-____), shall not require the submittal or approval by any other Declarant, its successors and assigns, and the Village may process same without the submittal or approval by any other Declarant, its successors and assigns. The determination of whether any development permits effectuate and implement the site plan (Resolution No. 2014-____) and whether any development permits can be issued without an amendment to the site plan (Resolution No. 2014-____) shall be made by the Village Manager, or his designee.

10. Declarant represents and warrants to the Village that it is the owner of all the legal and beneficial interests in the Property, or that all legal and beneficial owners have joined in this Declaration, and that it has the authority to execute and record this Declaration.

IN WITNESS WHEREOF, the undersigned Declaranthas hereunto set its hand and seal as of the day and year first above written.

**SEAGLADES INVESTMENTS CO.,
a Florida Corporation**

WITNESSES:

BY: _____
WILLIAM J. GRAHAM, JR.
President
118 W Evans Lane
Manalapan, FL 33462

Signature of Witness
Printed Name: _____

Signature of Witness
Printed Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by William J. Graham, Jr., as President of Seaglares Investments Co., a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced the following identification: _____.

Notary Public State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

**CLUB LAND, LLC,
a Florida Limited Liability Company**

WITNESSES:

By: _____
ROBERT F. CICERONI
Managing Member
1751 West Tenth Street
Riviera Beach, FL 33404

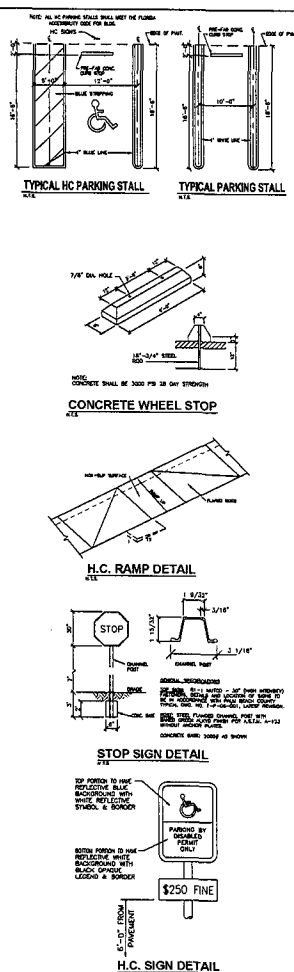
Signature of Witness
Printed Name: _____

Signature of Witness
Printed Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by ROBERT F. CICERONI, as MANAGING MEMBER of CLUB LAND, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or produced the following identification: _____.

Notary Public State of _____
Print Name: _____
Commission No.: _____
Commission Expires: _____

[illegible]

METRO ARCHITECTURAL GROUP LLP

3831 EXCHANGEMAN COURT, SUITE
WEST PALM BEACH, FLORIDA 33411
PHONE: (561) 990-1880 FAX: (561) 990-6177
WWW.METROARCHITECT.COM LA 10000000

PRINCIPLES:

- JAMES C. PAINTE JR.
- PETER RUSSO
- CARLOS M. GONZALEZ

All notes referenced, this document or plan
may NOT BE REPRODUCED IN ANY FORM
WITHOUT PERMISSION. COPYRIGHTS RESERVED.

SHEET TITLE:

**SITE PLAN
NOTES & DETAILS**

PROJECT:

**WILD WEST
GENTLEMEN'S CLUB**

3174 LAKE WORTH ROAD
LAKE WORTH, FLORIDA 33461

OWNER:

CLUB LAND LLC,
500 WHITNEY AVENUE SUITE AB
LANTANA, FL. 33462

CONTRACTOR:

**L & L INTERIOR AND
REMODELING INC.**
CARLOS M. GONZALEZ
3831 EXCHANGE COURT, SUITE A
WEST PALM BEACH, FLORIDA 33409
PHONE: (561) 990-1880 FAX: (561) 990-6177

DATE: 4-30-2011

SCALE: AS NOTED

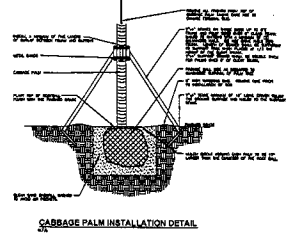
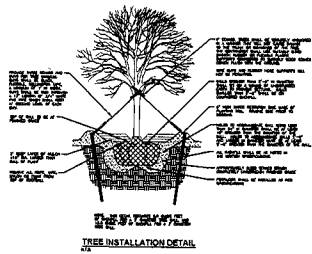
DRAWN: SCB

CHECKED: CMG/JF/T

JOB NO.

REVISIONS	DATE

FILE: \\CMG\PROJECTS\WJ\WJ2011\



THE LAKE WORTH HERALD

Published Once a Week
Lake Worth, Palm Beach County, Florida

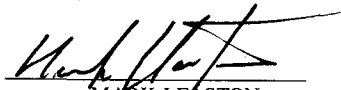
STATE OF FLORIDA
COUNTY OF PALM BEACH:

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

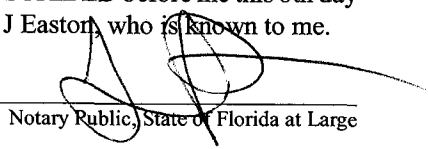
Notice of intent to hold a Public Hearing at 6:30 p.m. May 13 and June 12, 2014, in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider an application by Carlos Gonzalez, agent for owners, Club Land LLC and Seaglades Investment Company for a Site Plan Amendment (SPR14-04)

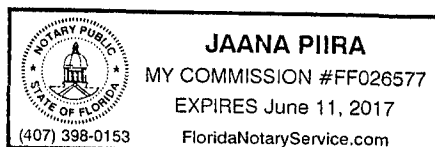
was published in said newspaper in the issue of
May 1, 2014.

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


MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 8th day of May, 2014, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



Legal Notice No. 27585

PUBLIC HEARING NOTICE

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

Tuesday, May 13, 2014 at 6:30 p.m. by Land Development Board
Thursday, June 12, 2014 at 6:30 p.m. by the Village Council
in the Village Hall Community Room at 226 Cypress Lane, Palm Springs
to consider:

An application submitted by Carlos Gonzalez, agent for the owners, Club Land LLC and Seaglades Investment Company, for a Site Plan Amendment (SPR14-04) to unify two separately owned parcels as one project through a Unity of Control, in which a portion of the vacant parcel directly to the south of Wild West Club at 3174 Lake Worth Road will be permanently used as overflow parking.

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 in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA
Virginia M. Walton, MMC, Village Clerk

Publish: The Lake Worth Herald
May 1, 2014

Lake Worth Herald Press, Inc.

130 South H Street
Lake Worth, FL 33460-4431

Phone #: 561-585-9387

Invoice

DATE 5/1/2014 INVOICE # L27585

BILL TO:

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

Col. Inches	DESCRIPTION	RATE	AMOUNT
3.75	- Legal #27585 - Public Hearing Notice - Carlos Gonzalez	20.20	75.75

TOTAL: \$75.75

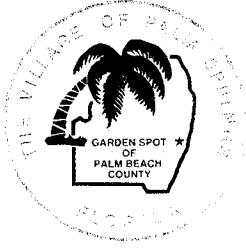
TERMS Due on receipt

APPROVAL #

Please refer to invoice number(s) when making payments.

We also accept VISA, MasterCard, Discover and American Express. If you wish to pay by credit card, or if you have billing questions, please call our bookkeeper, Sharyn, at 561-543-9980.

rec'd
5/5/14



Village of Palm Springs

Executive Brief

AGENDA DATE: June 12, 2014

DEPARTMENT: Land Development

ITEM#: Resolution No. 2014-26 - Site Plan Amendment – Wild West – Lake Worth Rd

SUMMARY: Mr. Carlos Gonzalez, agent for the owners, Club Land LLC and Seaglades Investment Company, has submitted a site plan amendment request to recognize the existing adult entertainment establishment and its adjacent off-site parking area as a single “project” despite separate ownerships

On July 26, 2012, Club Land, LLC and Seaglades Investment Company entered into a temporary use permit for the purpose of off-site parking to serve the needs of the Wild West business. This temporary use permit expires July 25, 2014 and cannot be renewed, thereby necessitating this proposed site plan amendment.

The proposed site plan amendment adjoins the parcels to create an on-site parking arrangement for the club. The parcels will be unified through a recorded Unity of Control instrument if approved by the Village Council.

The Land Development Board heard this item at their May 13, 2014 meeting and recommended approval to the Village Council.

See the attached staff report for additional information.

FISCAL IMPACT: The proposal is not expected to affect the Village’s property tax revenue since the improvements are existing.

ATTACHMENTS:

1. Staff Report
2. Aerial Map
3. Plans
4. Declaration of Unity of Control



Village of Palm Springs

"a great place to call home"

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

June 13, 2014

Carlos Gonzalez
2831-A Exchange Court
West Palm Beach, FL 33409

Re: Approval of Amendment to Site Plan
Wild West

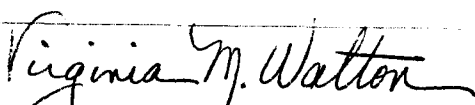
Dear Mr. Gonzalez:

At their Regular Council Meeting on June 12, 2014, the Mayor and Village Council adopted Resolution No. 2014-26, approving an amendment to Site Plan (SPR 14-04) to unify two separately owned parcels as one project through a Unity of Control for an off-site parking area for Wild West Cabaret located at 3174 Lake Worth Road.

Enclosed are a signed copy of Resolution No. 2014-26, for your records.

Should you have any questions, please contact Kim Glas-Castro, Interim Land Development Director, or Planner Lauren McClellan at 561-965-4016.

Sincerely,


Virginia M. Walton, MMC
Village Clerk

Enclosures

Cc: Kim Glas-Castro, Interim Land Development Director



Village of Palm Springs

Staff Report

AGENDA DATE: October 6, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #9: Proposed Resolution No. 2022-36 - Preliminary Plat - 3673 Coconut Road

SUMMARY: Ms. Molly Brown, agent for BLP Homes LLC, owner, has filed a preliminary plat to re-plat the east one-half of tracts 22 and 23, in block 4, of Lakewood Gardens Plat No.1 (as recorded in Plat Book 18, Page 38 of the Public Records of Palm Beach County, Florida), less the east 165 feet of the North 60 feet of tract 22 lying in the southwest quarter (S.W. 1/4), of section 19, township 44 south, range 43 east, Village of Palm Springs, Palm Beach County, Florida. The applicant proposes subdividing the multifamily property to delineate 12 individual single-family lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-01 - January 14, 2021).

The Village Surveyor, Engenuity Group Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The Planning & Zoning Advisory Board considered the proposed preliminary plat at their September 13, 2022, meeting and recommended approval.

Staff approves and a final plat will be presented to the Village Council for consideration. The plat recording is required prior to issuing a certificate of occupancy for a new residence.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed plat.

ATTACHMENTS:

1. Proposed Resolution No. 2022-36 - Preliminary Plat - 3673 Coconut Road
2. Proposed Preliminary Plat - 3673 Coconut Road
3. Letter of Compliance with Florida Statutes - 3673 Coconut Road
4. Approved Site Plan
5. Aerial Map and Location Map

RESOLUTION NO. 2022-36

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING A PRELIMINARY PLAT TO REPLAT THE EAST ONE-HALF OF TRACTS 22 AND 23 AND SUBDIVIDE A MULTI-FAMILY PROPERTY TO DELINEATE 12 INDIVIDUAL SINGLE-FAMILY LOTS CONSISTENT WITH THE SITE PLAN, TOTALING 2.11 ACRES SUBMITTED BY MS. MOLLY BROWN, AGENT FOR BLP HOMES LLC (“APPLICANT”), FOR THE PROPERTY LOCATED AT 3673 COCONUT ROAD AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ms. Molly Brown, agent for BLP Homes LLC (“Applicant”) is proposing to subdivide the multi family property to delineate 12 individual single-family lots, consistent with the site plan approved by the Village Council on January 14, 2021, Resolution 2021-01; and

WHEREAS, the recommendation of the Planning and Zoning Board has been forwarded to the Village Council for final consideration; and

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

WHEREAS, the preliminary plat conforms to the applicable requirements of Chapter 34 of the Village Code.

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

Section 1. The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant to subdivide the multifamily property to delineate 12 individual single-family lots, at 3673 Coconut Road; and the same having been heard in the Regular Session of October 2022, having been otherwise fully apprised of the premises herein, and having determined that the

Resolution No. 2022-36 – BLP Homes LLC – 3673 Coconut Road
preliminary plat conforms to the

applicable requirements of Chapter 34 of the Village Code; hereby approves the
preliminary plat, which is incorporated herein by reference.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEVERLY SMITH, MAYOR	☐	☐	☐
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 _____ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEVERLY SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY

3673 COCONUT ROAD

A REPLAT OF THE EAST ONE–HALF OF TRACTS 22 AND 23, IN BLOCK 4, LAKEWOOD GARDENS PLAT NO.1, RECORDED IN PLAT BOOK 18, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 165 FEET OF THE NORTH 60 FEET OF TRACT 22 LYING IN THE SOUTHWEST QUARTER (S.W. 1/4), OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 1 OF 2

DEDICATION AND RESERVATIONS

KNOW ALL MEN BY THESE PRESENTS THAT BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS 3673 COCONUT ROAD, A REPLAT OF THE EAST ONE–HALF OF TRACTS 22 AND 23, IN BLOCK 4, LAKEWOOD GARDENS PLAT NO.1, RECORDED IN PLAT BOOK 18, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 165 FEET OF THE NORTH 60 FEET OF TRACT 22, LYING IN THE SOUTHWEST QUARTER (S.W. 1/4), OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 23;
THENCE ALONG THE SOUTH LINE OF SAID TRACT 23, N87°50'11"W FOR 321.25 FEET, TO THE WEST LINE OF THE SAID EAST ONE–HALF OF TRACTS 22 AND 23;
THENCE ALONG SAID WEST LINE, N01°35'14"E FOR 317.75 FEET TO THE NORTH LINE OF SAID TRACT 22;
THENCE ALONG SAID NORTH LINE, S87°50'11"E FOR 156.25 FEET;
THENCE S01°14'55"W FOR 59.61 FEET;
THENCE S87°41' 58"E FOR 164.65 FEET TO THE EAST LINE OF SAID TRACTS 22 AND 23;
THENCE ALONG SAID EAST LINE, S01°35'14"W FOR 257.75 FEET TO THE POINT OF BEGINNING.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACTS A–1, A–2, TRACT B, AND TRACT C:

TRACTS A–1, A–2, TRACT B, AND TRACT C, AS SHOWN HEREON, ARE HEREBY RESERVED FOR BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

2. TRACT D:

TRACT D, AS SHOWN HEREON, IS HEREBY RESERVED FOR BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, AS AN ACCESS TRACT SERVING THE ABUTTING LOTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.
AN EASEMENT OVER TRACT D FOR WATER AND SANITARY SEWER UTILITIES IS HEREBY DEDICATED TO THE VILLAGE OF PALM SPRINGS, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER AND SANITARY SEWER FACILITIES.

3. TRACT E:

TRACT E, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE VILLAGE OF PALM SPRINGS, FLORIDA, IN FEE SIMPLE, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES.

4. UTILITY EASEMENTS:

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES. UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

IN WITNESS WHEREOF, THE ABOVE–NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS ____ DAY OF _____, 2022.

BLP HOMES LLC
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____
(PRINT NAME)

BY: _____
STUART HANKIN, MANAGER

WITNESS: _____
(PRINT NAME)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2022, BY STUART HANKIN, AS MANAGER FOR BLP HOMES LLC, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS ____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____(TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ (SEAL)

(SIGNATURE)

(PRINT NAME)
NOTARY PUBLIC

MORTGAGEE’S JOINDER AND CONSENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS EXECUTIVE VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS ____ DAY OF _____, 2022.

(MORTGAGEE’S NAME)

BY: _____ (SIGNATURE)

(OFFICER NAME)

(OFFICER TITLE)

WITNESS: _____ (SIGNATURE) WITNESS: _____ (SIGNATURE)

(PRINT NAME) _____
(PRINT NAME)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2022, BY _____(NAME), AS _____ (TITLE) FOR _____(MORTGAGEE), ON BEHALF OF THE CORPORATION, WHO IS ____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____(TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ (SEAL)

(SIGNATURE)

(PRINT NAME)
NOTARY PUBLIC

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

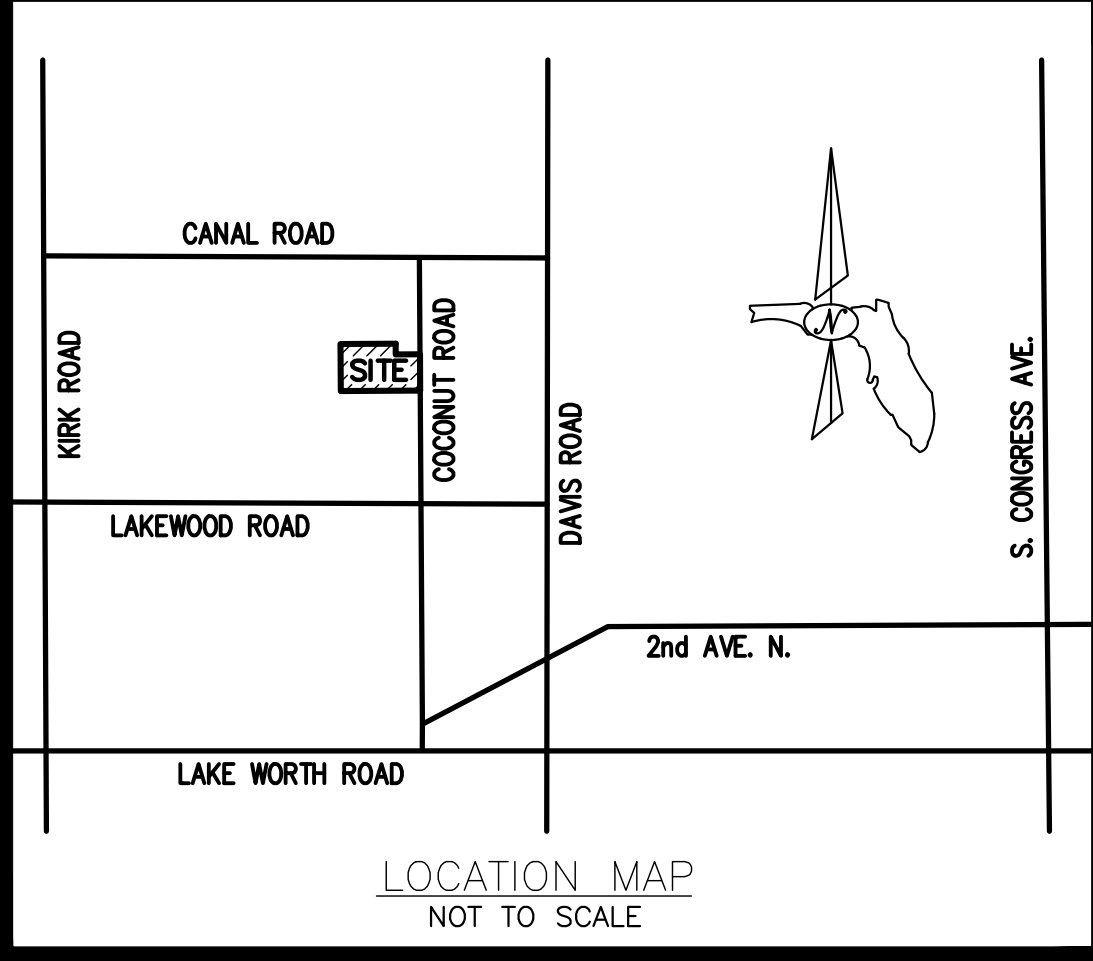
WE, PEGASUS TITLE SERVICES, LLC, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN BLP HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ BY: _____
PEGASUS TITLE SERVICES, LLC
CATHERINE STEWARD, AUTHORIZED SIGNATORY

SURVEYOR & MAPPER’S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s) AND MONUMENTS, ACCORDING TO SEC.177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY AND PLAT DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA.

JOHN E. PHILLIPS, III, P.S.M. _____
LICENSE NO. 4826
STATE OF FLORIDA DATE



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT ____ M.
THIS ____ DAY OF
A.D. 2022, AND DULY
RECORDED IN PLAT BOOK ____
ON PAGES ____ AND ____
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER
BY: _____
DEPUTY CLERK

VILLAGE OF PALM SPRINGS APPROVAL

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA, THIS ____ DAY OF _____, 2022,

BY: _____ ATTESTED BY: _____
BEVERLY SMITH, MAYOR KIMBERLY M. WYNN,VILLAGE CLERK

VILLAGE ENGINEER

THIS PLAT IS HEREBY ACCEPTED FOR RECORD THIS ____ DAY OF _____, 2022,

BY: _____
_____, VILLAGE ENGINEER

SURVEYOR & MAPPER’S NOTES:

- BEARINGS ARE BASED ON N01°35'14"E (ASSUMED) ALONG THE WEST BOUNDARY OF THE SUBJECT PROPERTY.
- NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- STATE PLANE COORDINATES:
A. COORDINATES SHOWN ARE GRID
B. DATUM – NAD 83, 1990 ADJUSTMENT
C. ZONE – FLORIDA EAST
D. LINEAR UNIT – US SURVEY FOOT
E. COORDINATE SYSTEM 1983 STATE PLANE
F. TRANSVERSE MERCATOR PROJECTION
G. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED
H. SCALE FACTOR – 1.0000403
I. GROUND DISTANCE x SCALE FACTOR= GRID DISTANCE
J. ROTATION EQUATION: NONE
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE RIGHTS GRANTED.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE CURRENT VILLAGE OF PALM SPRINGS ZONING REGULATIONS.
- NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

LEGEND:

ABBREVIATIONS:
ORB – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
NO. – NUMBER
PG. – PAGE
R/W – RIGHT–OF–WAY
SEC. – SECTION
℄ – CENTERLINE
NAD – NORTH AMERICAN DATUM
LB – LICENSED BUSINESS
19/44/43 – SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST
U.E. – UTILITY EASEMENT
D.E. – DRAINAGE EASEMENT
LLC – LIMITED LIABILITY COMPANY
P.O.B. – POINT OF BEGINNING

SYMBOLS:

- ☐ PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473"
- ☐ MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

REVIEWING SURVEYOR’S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(1), FLORIDA STATUTES, TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177, PART 1, FLORIDA STATUTES IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF FULL VERIFICATION OF SAID DATA IS MADE.

GARY M. RAYMAN, LS–2633
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA

DATE

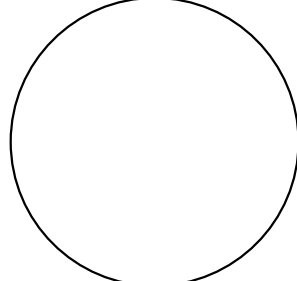
PREPARING SURVEYOR & MAPPER’S STATEMENT

THIS INSTRUMENT WAS PREPARED BY
JOHN E. PHILLIPS III, P.S.M. 4826

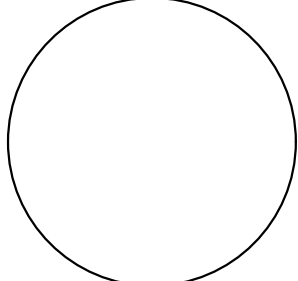


BROWN & PHILLIPS, INC.
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE RD., SUITE 509
WEST PALM BEACH, FLORIDA 33409
561–615–3988, 615–3986 FAX

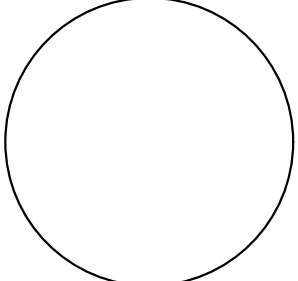
BLP HOMES LLC
SEAL
(IF AVAILABLE)



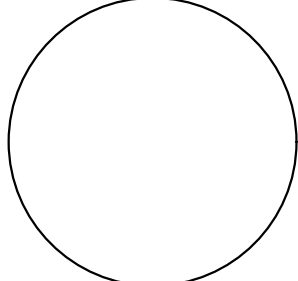
MORTGAGEE’S
SEAL
(IF AVAILABLE)



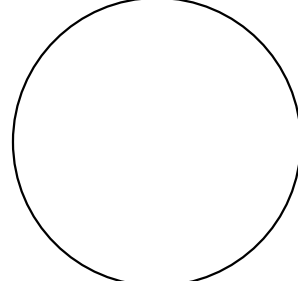
SURVEYOR’S
SEAL



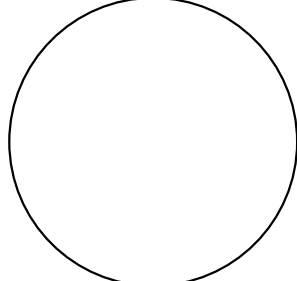
VILLAGE CLERK
SEAL



VILLAGE ENGINEER
SEAL

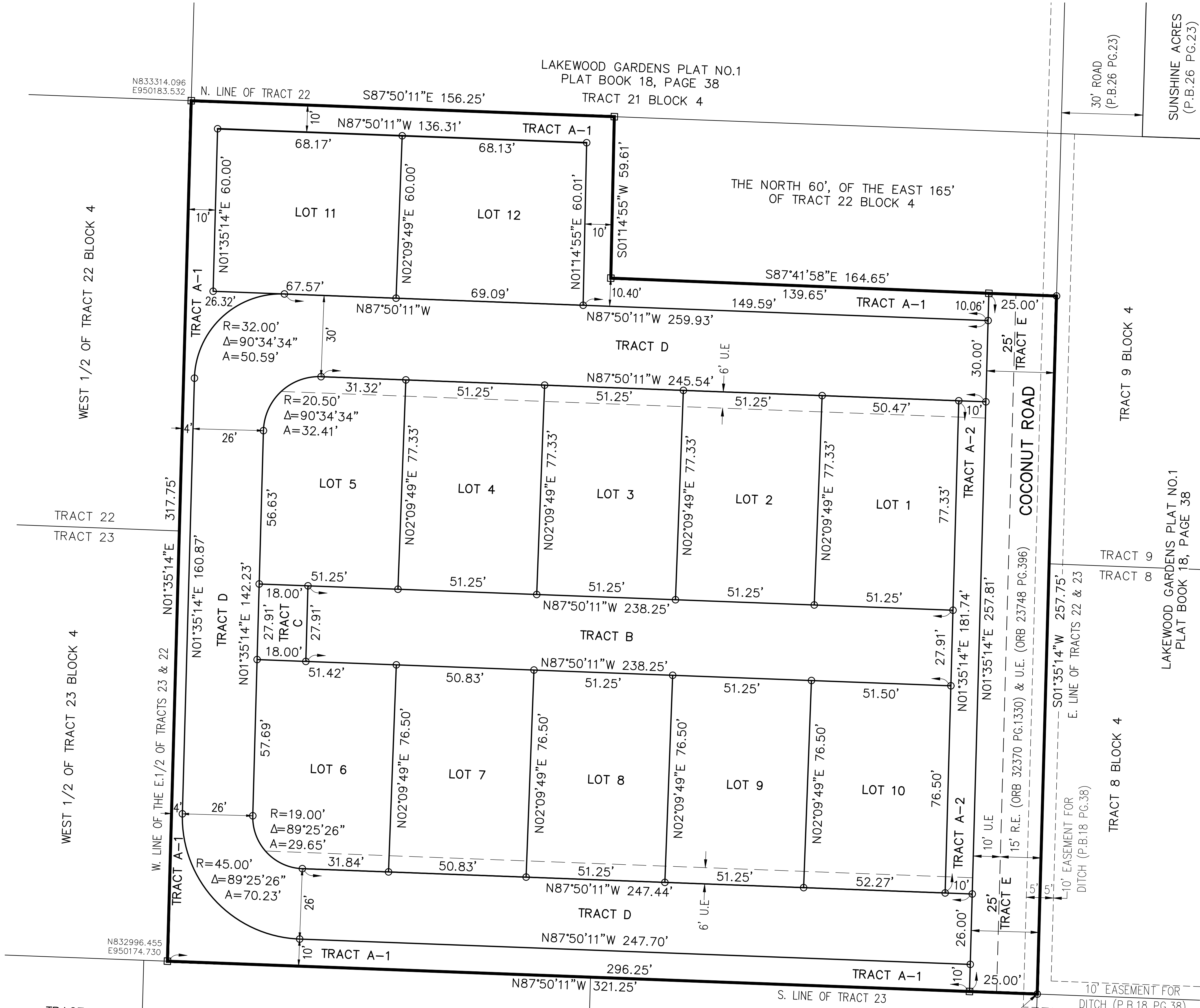


REVIEWING
SURVEYOR’S
SEAL



3673 COCONUT ROAD

A REPLAT OF THE EAST ONE-HALF OF TRACTS 22 AND 23, IN BLOCK 4, LAKEWOOD GARDENS PLAT NO.1,
RECORDED IN PLAT BOOK 18, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
LESS THE EAST 165 FEET OF THE NORTH 60 FEET OF TRACT 22
LYING IN THE SOUTHWEST QUARTER (S.W. 1/4), OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 2 OF 2



- LEGEND:
- ABBREVIATIONS:
- | | |
|----------------------------|---|
| ORB - OFFICIAL RECORD BOOK | LB - LICENSED BUSINESS |
| P.B. - PLAT BOOK | 19/44/43 - SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST |
| NO. - NUMBER | U.E. - UTILITY EASEMENT |
| PG. - PAGE | R.E. - ROAD EASEMENT |
| R/W - RIGHT-OF-WAY | D.E. - DRAINAGE EASEMENT |
| SEC. - SECTION | LLC - LIMITED LIABILITY COMPANY |
| C - CENTERLINE | P.O.B. - POINT OF BEGINNING |
| NAD - NORTH AMERICAN DATUM | |
- SYMBOLS:
- PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473"
 - MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

PREPARING SURVEYOR & MAPPER'S STATEMENT
THIS INSTRUMENT WAS PREPARED BY
JOHN E. PHILLIPS III, P.S.M. 4826

BROWN & PHILLIPS, INC.
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE RD., SUITE 509
WEST PALM BEACH, FLORIDA 33409
561-615-3988, 615-3986 FAX

August 9, 2022

Ms. Iramis Cabrera, Planner
Land Development Department
Village of Palm Springs
226 Cypress Lane
Village of Palm Springs, FL 33461
(Via E-Mail: icabrera@vpsfl.org)

**RE: 3673 Coconut Road
Third Plat Review
Engenuity Group Project No. 6001.04.29**

Dear Ms. Cabrera,

This is the third review of this Plat. This review is done for compliance with Chapter 177, Florida Statutes, and the Village of Palm Spring's requirements. We offer the following comments:

A dedication to the Village of Palm Springs over Tract D has been added. The Plat remains in compliance with Chapter 177 and the Village of Palm Springs requirements. We can therefore recommend approval of the plat.

Please do not hesitate to contact me should you have any questions.

Sincerely,



Gary M. Rayman, P.S.M.
Project Manager

August 5, 2022

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

From: Tara Bamber, PE



**Re: 3673 Coconut Rd Multi-Family
Plat Approval Letter
Engenuity Group Project No. 6001.91**

We have reviewed the following documents received on 8-3-22:

1. Plat, 2 sheets, by Brown & Phillips, Inc.
2. Engineering Comment Responses, 1 sheet, dated 7-28-22, by Brown & Phillips, Inc.

There are no further comments per the revised Plat above. We recommend Plat approval.

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

Cc: Lisa Tropepe, PE
Rogelio Perez Gonzalez
Ed Horton

Application Data

Application Name

Application Number

Existing Land Use

Proposed Land Use

Existing Zoning District

Proposed Zoning District

Property Control Numbers

Existing Use

Proposed Use

3673 COCONUT RD.

TBD

LOW DENSITY RESIDENTIAL

LOW DENSITY RESIDENTIAL

RESIDENTIAL MULTIFAMILY (RM)

RM

70-43-44-19-11-004-0223

RESIDENTIAL VACANT LOT

12 SINGLE FAMILY HOMES

NEW 12 SINGLE FAMILY HOMES

3673 COCONUT ROAD

PALM SPRINGS, FLORIDA

NEW CONSTRUCTION

SCOPE OF WORK

THE WORK ENTAILS THE SUBDIVISION OF THE LOT LOCATED AT 3673 COCONUT ROAD TO 12 PARCELS AND A RECREATIONAL AREA. EACH PARCEL SHALL HAVE A SINGLE FAMILY HOUSE.
LEGAL DESCRIPTION:
LAKEWOOD GARDENS PLAT 1 E 1/2 OF TRS 22 & 23 /LESS E 165 FT OF N 60 FT OF TR 22/ BLK 4

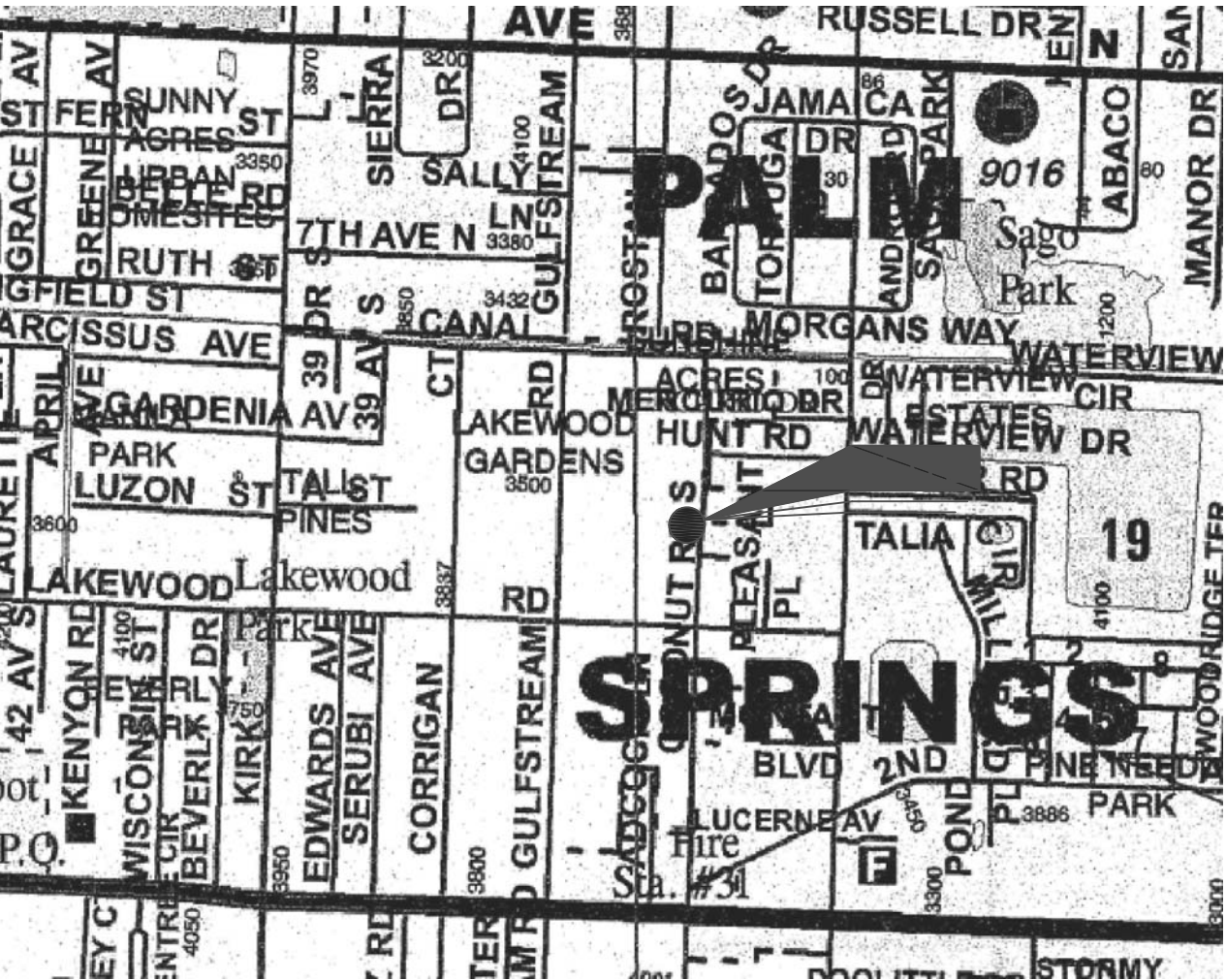
ZONING

LEGAL DESCRIPTION
LAKEWOOD GARDENS PLAT 1 E 1/2 OF TRS 22 & 23 /LESS E 165 FT OF N 60 FT OF TR 22/
BLK 4
ZONED RM - Multi-Family (70-PALM SPRINGS)
LOT SIZE 2.11 ACRES

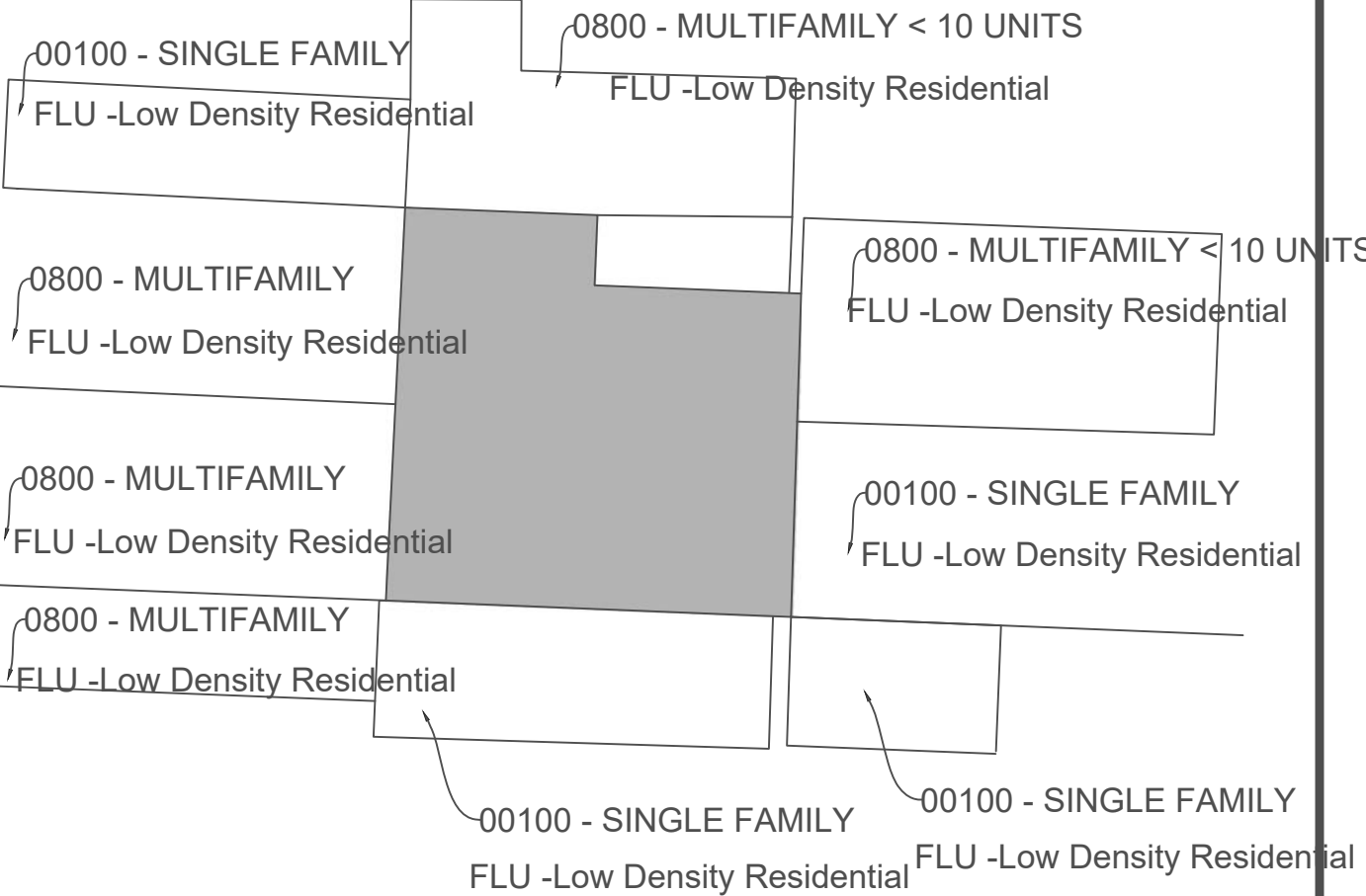
LOT INFORMATION

LOT NUMBER	LOT SIZE	SET BACK				PERVIOUS %
		FRONT	BACK	EAST	WEST	
1	51'6"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
2	51'3"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
3	51'3"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
4	51'3"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
5	51'3"X77'4"	20'-6"	6'-10"	11'-4"	0'-0"	39%
6	50'10" X 76'6"	20'-6"	6'-0"	10'-10"	0'-0"	39%
7	51'3" X 76'6"	20'-6"	6'-0"	0'-0"	11'-8"	39%
8	51'3" X 76'6"	20'-6"	6'-0"	0'-0"	11'-3"	39%
9	51'3" X 76'6"	20'-6"	6'-0"	0'-0"	11'-3"	39%
10	51'6" X 76'6"	20'-6"	6'-0"	11'-6"	11'-6"	39%
11	68'2" x 60'	6'-6"	10'-0"	5'-6"	18'-8"	40%
12	68'1" x 60'	6'-6"	10'-0"	18'-5"	5'-5"	40%

LOCATION MAP



ADJACENT ZONING



Site Data

Gross Site Area

Proposed Building Square Footage

10 SFH

2 SFH

Proposed Floor Area Ratio (Non-Residential)

Proposed Density (Residential)

91,911 sf

2.11 Ac.

23,828 sf

2,000 sf EACH

1,914 sf EACH

N / A FAR

5.7 UNITS/ACRE

Area Calculations

Building Coverage

Pervious Surface Area

Impervious Surface Area

Total Site Area

23,828 sf

41,823 sf

50,088 sf

91,911 sf

26 %

45.7 %

54.3 %

100 %

RECREATIONAL AREA AND OPEN SPACE

Required open space

Proposed open space

Required common amenity area

Proposed common amenity area

32,169 SF

37,031 SF

6,433 SF

6,521 SF

35 %

40 %

20 % OF OPEN SPACE

20 % OF OPEN SPACE

Parking Data

Parking Required - Total Spaces

2.5 / UNIT + 25% GUEST

Parking Provided - Total Spaces

38

Property Development Regulations

Zoning	Min. Lot Dimensions			Density	FAR	Setbacks/Separation (ft)
PUD	ACRES	Width/ Frontage	Depth			FOR ZERO LOT LINE
Required	3.00	-	-	5.8 UNITS / ACRE	N/A	10'
Proposed	2.11	-	-	5.7 UNITS / ACRE	N/A	10' TO 12'

PUD Setbacks

	PROPERTY LINES FOR THE ENTIRE PLANNED DEVELOPMENT			
	FRONT	SIDE	SIDE CORNER	REAR
Required	25'	20'	25'	20'
Proposed	31'6"	20'-56"	NA	28'8"

RS vs PUD

	RS	PUD
Lot dimensions	65"X100"	51'3" X 77'4"
Front setback	25'	20'6"
Side setback	7.5'	11'6" ONLY ONE SIDE (ZERO LOT)

Proposed Waivers

Code Section	Required	Proposed	Waiver
34-1064C	3 ACRES	2.11 ACRES	0.89 ACRES
34-766 (1)	minimum of 100,500 sf 2.3 acres	2.11 Acres	0.19 Acres
34-1328	26' DOUBLE 2 SIDE TRAFFIC STREET	22'	4'
34-162 (B) (3)	10' WEST SIDE LANDSCAPE BUFFER	4'	6'
34-1063 (A)(1)	WEST STREET SIDE WALKS ON BOTH SIDE OF STREET	ONE SIDE	ONE SIDE

REVISIONS	BY

AR-0097801

NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801



DATE
1/14/2020

SCALE:
1/32"=1'-0"

TITLE SHEET

SHEET
A-100

REVISIONS	BY

AR-0097801

**NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA**

NADER GOUBRAN, ARCHITECT
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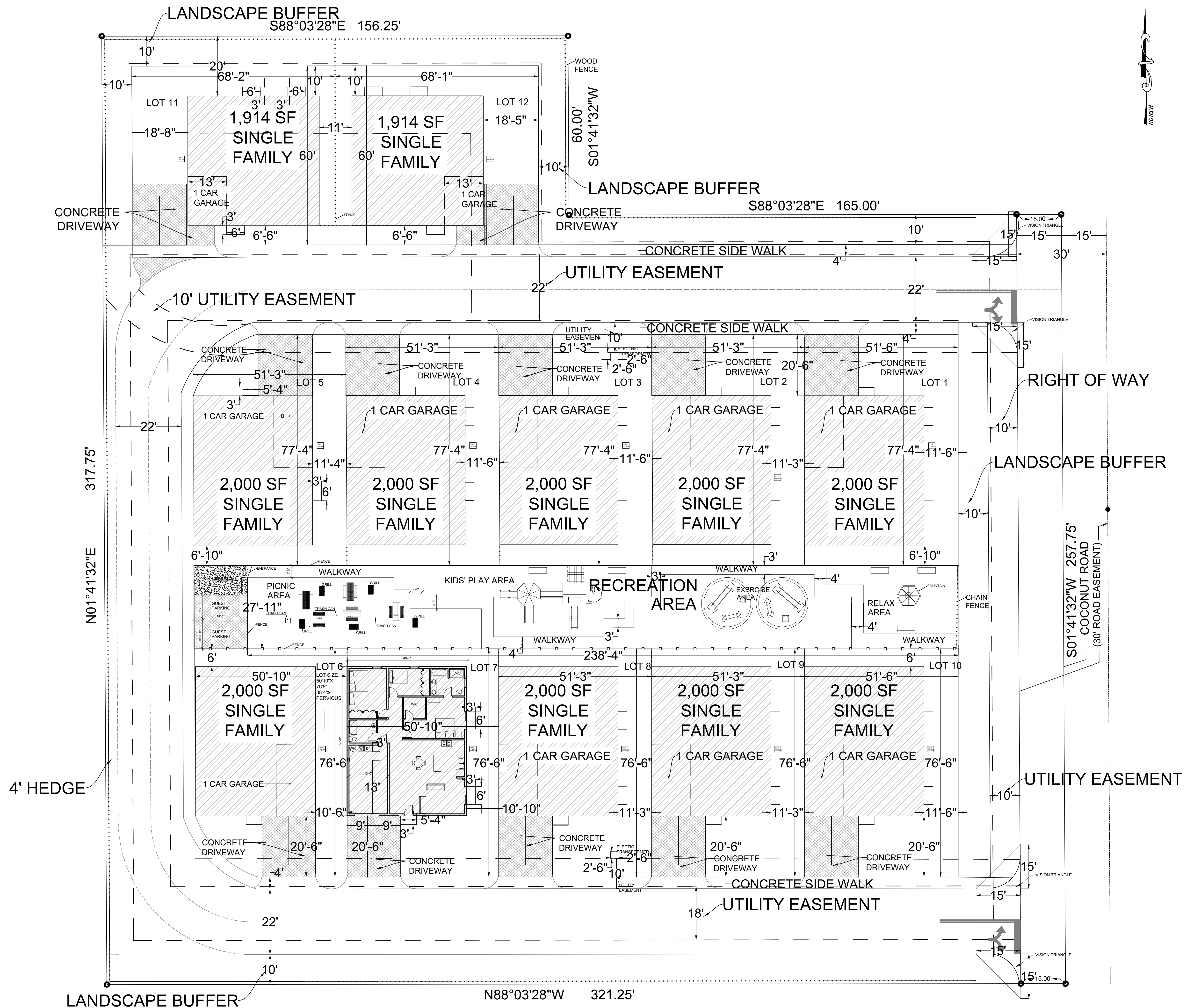


9/11/2019

1/32"=1'-0"

PROPOSED SITE PLAN

SHEET
A-301





Gulfstream Rd

Hunt Rd

70434419110040223

Coconut Rd

Lakewood Rd

0 50 100 200
Feet



Village of Palm Springs

3673 Coconut Rd

 Property Boundary

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

Data Source: Project boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.



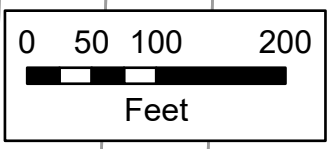
Gulfstream Rd

Hunt Rd

70434419110040223

Coconut Rd

Lakewood Rd



Village of Palm Springs

3673 Coconut Rd

-  Parcels
-  Property Boundary

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

Data Source: Parcels provided by Palm Beach County



Village of Palm Springs

Staff Report

AGENDA DATE: October 6, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #10: Proposed Resolution No. 2022-39 - Site Plan Amendment (SPR22-12) and Special Exception Use (PSSE22-06) - Ministerio Monte Hermon - 3208 2nd Avenue North Units 6 & 7

SUMMARY: Ms. Cynthia Buisson, agent for Ministerio Monte Hermon, is requesting a Site Plan Amendment (SPR22-12) and Special Exception (PSSE22-06) approval to allow the conversion of a 3,060 square feet warehouse space into a church/place of worship facility located 3208 2nd Avenue North units six (6) and seven (7). The tenant will occupy two (2) warehouses-condos within the existing Commercial General (CG) structure.

Note: The property was annexed into the Village in 2005 as a developed parcel with 15,300 square feet of building area within two (2) warehouse-condo structures.

The property has been occupied by different commercial businesses, including storage warehouses, a thrift store, a pharmacy warehouse, an employment agency, an auto repair shop, and a carpenter. No exterior renovations to the building or the site were proposed as part of the application.

The applicant requests a Special Exception to permit the use of the property as a place of worship. The Bible study is a 1.5 to 2-hour religious meeting with a maximum of 32 participants four evenings per week.

- Tuesdays - 8 pm - 9 pm
- Thursdays - 7:30 pm - 9 pm
- Saturdays - 7:30 pm - 9 pm
- Sundays - 5 pm - 7 pm

The Planning and Zoning Board considered this application during their September 13, 2022 meeting and recommended approval.

Based on the surrounding characteristics and compatibility, the staff does not object to the proposed Special Exception use and Site Plan amendment and recommends conditional approval.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Resolution No. 2022-39 - Site Plan Amendment SPR22-12 and Special Exception PSSE22-06 - Ministerio Monte Hermon - 3208 2nd Avenue North Units 6 & 7
2. Exhibit "A" - Staff Report and Conditions of Approval
3. Project Narrative and Justification Statement
4. Site Plan, Floor Plan, and Letters
5. Survey & Legal Description
6. Aerial and Location Maps

RESOLUTION NO. 2022-39

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT (SPR22-12), AND A CONCURRENT REQUEST FOR A SPECIAL EXCEPTION USE (PSSE22-06) TO CONVERT A 3,060 SQUARE FEET WAREHOUSE SPACE INTO A CHURCH/ PLACE OF WORSHIP FACILITY, THE PROPERTY IS LOCATED AT 3208 2ND AVENUE NORTH UNITS 6 & 7 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ms. Cynthia Buisson, agent for Ministerio Monte Hermon, is requesting a Site Plan Amendment (SPR22-12) and Special Exception (PSSE22-06) approval to allow the conversion of a 3,060 square feet warehouse space into a church/place of worship facility located 3208 2nd Avenue North Units 6 & 7; and

WHEREAS, the Planning & Zoning Board (“Board”) heard and considered the Site Plan Amendment and Special Exception Use at the Board’s September 13, 2022 meeting, and the Board’s recommendation has been transmitted to the Village Council; and

WHEREAS, the Village Council has heard this matter in a 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 Cynthia Buisson, agent for Ministerio Monte Hermon, is requesting a Site Plan Amendment (SPR22-12) and Special Exception (PSSE22-06) approval to allow the conversion of a 3,060 square feet warehouse space into a church/place of worship facility located 3208 2nd Avenue North Units 6 & 7, determines as follows:

_____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”, 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. 2022-39 – Site Plan Amendment (SPR22-12) & Special Exception Use
(PSSE22-06) – 3208 2nd Avenue North Units 6 & 7

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: Special Exception Use and Site Plan Amendment - Ministerio Monte Hermon – 3208 2nd Avenue North

Application Summary			
Applicant / Petitioner	Francisco Lopez	Submittal Date	6/15/2022
Reference Name	Bible Study – Ministerio Monte Hermon	Case Number	SPR22-12, PSSE20-06
		Parcel Control No	70-43-44-19-20-003-0026 – Unit 6 70-43-44-19-29-003-0027 – Unit 7
Location	3208 2 nd Avenue North, Units 6 & 7	Units floor area	±3,060 sf
P&Z B Meeting	September 13, 2022	Council Meeting	October 13, 2022
Requests			
Proposed Use(s)	Site Plan Amendment and concurrent request for a Special Exception Use to convert the existing 3,060 square feet warehouse space into a place of worship.		
Number of Buildings	2 commercial structures total of 15,300 sf (7,650 sf each)		
Parking			
Code	Required	Existing	Meets Requirement
Total Overall Parking	Place of worship 1/4 seats @ 56 seats (maximum occupancy load) = 14 spaces Warehouse 1/2000 sf @ 12,240 sf = 7 spaces	68	Yes
Site Characteristics			
Existing Use	Flex space (office/warehouse)	Proposed Use	Place of worship
Existing 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	Residential multifamily	Medium Density	Residential Multiple-Family
South	Commercial Offices	Commercial	Commercial General (CG)
East	Residential multifamily	Commercial	Commercial General (CG)
West	Retail/ warehouse (Padron Tile)	Commercial	Commercial General (CG)
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the conversion of the existing 3,060 sf commercial general building into a place of worship, as depicted on the proposed plan, based on compatibility with surrounding uses.			



I. Site History

- Resolution 2005-26: Annexation

On March 24, 2005 the Village Council approved an interlocal agreement with Palm Beach County for the enclave annexation of the property. Palm Beach county's Future Land Use and zoning designations were maintained until 2006.

- Ordinance 2006-16: Future Land Use and Zoning

On October 26, 2006 the Village Council adopted above ordinance to change the land use and zoning designations from Palm Beach County to Village designations.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed use is permitted as special exception use and is generally consistent with policies of the Village's Comprehensive Plan.

III. Neighborhood Compatibility

- 1) The proposed project is located within the Lake Worth District CRA area.
- 2) The proposed project will be operating during evening hours while other businesses within the property would be already closed.
- 3) South Congress Avenue is within 2000 feet to the east and Lake Worth Road is within 500 feet to the south.
- 4) Properties to the north and east are generally residential use.
- 5) The proposed place of worship is permitted as special exception use within the CG zoning district.

IV. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and Village of Palm Springs are required prior to any construction or renovation work.
 - 3) Proposed use meets the Traffic Performance Standards of Palm Beach County.

V. Environmental Issues:

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

VI. Community Outreach/ Notification

- The subject property was posted on August 26, 2022.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on August 19, 2022.
- Legal advertisement was published in the paper on September 1, 2022.
- Staff has not received any inquiries or comments as a result of the notices.

VII. Proposed Development Plan Details

The petitioner's development plans dated received on June 15, 2022 depicts the following:

- An application submitted for a Special Exception Use to allow the use of the property as a place of worship.
 1. Site Plan dated received June 15, 2022 revised and resubmitted on August 19, 2022.
 2. Floor plans dated received June 15, 2022 revised and resubmitted on August 19, 2022.
 3. Justification Statement and proposed use.

IX Recommendation

The proposed project is located on the south side of 2nd Avenue North between Davis Road and South Congress Avenue. The site is currently developed with two commercial buildings housing ten units / condo spaces constructed in 1988. The property was annexed into the Village in 2005 and has been occupied by different commercial businesses including storage warehouses, thrift store, pharmacy warehouse, employment agency, auto repair shop and a cabinet maker. No exterior changes to the existing buildings or to the site (including parking, driveways, or utilities) are proposed as part of the application.

The applicant is requesting a special exception use to permit the use of the property as a place of worship. The bible study is a 1.5 to 2 hours religious meeting with approximately 32 member participants on four evenings per week.

- Tuesday 8:00 - 9:00PM
- Thursday 7:30 – 9:00PM
- Saturday 7:30 – 9:00PM
- Sunday 5:00 – 7:00 PM.

Staff has found the proposed Special Exception use to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties, would not be deterrent to surrounding properties and does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use subject to the following eighteen (18) conditions below:

1. Build out date is December 31, 2022.
2. The special exception approval for the new place of worship shall be implemented within 18 months of Council approval.
3. The worship sanctuary area shall be limited to 32 students accordingly with the TPS letter approved on January 10, 2022.
4. The special exception use is for Place of Worship, and no social services are proposed at this time, and will require subsequent special exception approval if desired in the future.
5. All required improvements for the change of use shall be reviewed, approved, and inspected by the Village and PBC Fire Department **prior to the issuance of the business license.**
6. A life safety plan shall be approved by the Building Official and PBC Fire Department prior to the issuance of a **Certificate of Occupancy.**
7. Permits must be obtained from the Village and Palm Beach County Fire Department **at time of permitting.**
8. Any proposed outdoor activities will necessitate subsequent approval from the Village.
9. Hours of operation shall be accordingly with the Village's Land Development Regulation Section 34-1172.
10. No loitering on the grounds will be permitted.
11. Any special event to be held at the facility is subject to Special Event Permit approval by the Village.
12. Any future wall signs shall be in accordance with the Village's Land Development Regulations Section 34-328.
13. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
14. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order and conditions of approval.
15. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
16. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO.**
17. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
18. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

House of worship / bible study, Ministerio Monte Hermon operating in Units
6 & 7 at the warehouse / condos located at 3208 2nd Avenue N.

The proposed use for a bible study is compliant with the Village's LDR
regulations. Section 34-824 (a)(1) allows for a special exception for Churches
and Houses of Worship in CG Commercial General Land Development Districts.
The subject property is a CG Commercial General zoned property.

The property currently exists with two commercial building housing 5 units/
condos each (totaling 10 units total) with various business operations including
storage warehouses, thrift store, pharmacy warehouse, employment agency
and cabinet maker. No changes to the existing site and buildings (exterior or
interior) are proposed.

Exhibit:

Section 9 – Special Exception Narrative Statement

Sec. 34-607. - Special exception procedures.

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

The proposed special exception use is consistent with the goals, objective and policies of the Village's Comprehensive plan. The proposed use is for a bible study to operate in a CG – Commercial General warehouse / condo located at 3208 2nd Ave N. The bible study serves the local community by providing a nearby place of worship. This allows the local residents to gather peacefully to study and share their faith. Some of these individuals live in the local community and all have a positive economic impact on the village by shopping in local stores and eating in local restaurants, in addition to paying taxes. Following are the specific sections of the Village's Comprehensive plan that are consistent with the proposed use:

Chapter 1 (Future Land Use) - Policy D.3: Meet the social, cultural and civic needs of Palm Springs' residents through the maintenance of adequate sites for institutional uses, as depicted as Public Buildings, Facilities and Government use on the Future Land Use Map.

The bible study serves the local community as a cultural resource by providing a nearby place of worship.

Chapter 2 (Transportation Element) - Policy C.3: The Village shall continue to enforce the Palm Beach County Traffic Performance Standard Ordinance to ensure that roadway capacities will be available when necessitated by development.

Chapter 2 (Transportation Element) - Objective G: Continually ensure adequate traffic circulation and access to existing and new developments.

As a part of this application, a Traffic Study was performed and reviewed by the County and found to meets the TPS of Palm Beach County

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

The proposed use for a bible study is compliant with the Village's LDR regulations. Section 34-824 (a)(1) allows for a special exception for Churches and Houses of Worship in CG Commercial General Land Development Districts.

(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.

The property currently exists of two commercial buildings housing ten units / condo spaces with various different business operations, including storage warehouses, thrift store, pharmacy warehouse, employment agency, and cabinet maker. No changes to the existing buildings and site (including parking, driveways, or utilities) are included in the application proposal. A traffic study was performed and submitted to Palm Beach County finding that this usage “is considered insignificant traffic generator... the proposed change in use meets the Palm Beach County TPS requirements. The Palm Beach County Traffic Performance Standards (TPS) review letter dated January 10, 2022 approving the study is included in this application package.

(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 development or redevelopment of the area in which the special exception use is proposed to be developed.

The proposed special exception is for a bible study (Churches and Houses of Worship), this use should not impact development or redevelopment of 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;

The bible study has approximately 40 member participants on four evenings per week. They meet Tuesday 8:00 9:00PM, Thursday 7:30 – 9:00PM, Saturday 7:30 – 9:00PM and Sunday 5:00 – 7:00 PM. These hours

b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and

The bible study is a 1.5 to 2 hour religious meeting where noise is kept to a inside conversation level and no food is prepared.

c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

A traffic study was performed and submitted to Palm Beach County finding that this usage “is considered insignificant traffic generator... the proposed change in use meets

the Palm Beach County TPS requirements. The Palm Beach County Traffic Performance Standards (TPS) review letter dated January 10, 2022 approving the study is included in this application package.

(6) That the proposed special exception use:

a. Does not significantly reduce light and air to adjacent properties.

No changes to the existing buildings or site (including parking, driveways, or utilities) are included in the application proposal, as such no lighting impacts are anticipated.

b. Does not adversely affect property values in adjacent areas.

No changes to the existing buildings or site (including parking, driveways, or utilities) are included in the application proposal, as such property value impacts are anticipated.

c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

No changes to the existing buildings or site (including parking, driveways, or utilities) are included in the application proposal, as such no impacts to improvement, development or redevelopment of surrounding properties are anticipated.

d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.

No changes to the existing buildings or site (including parking, driveways, or utilities) are included in the application proposal, as such no adjacent natural systems or public facilities impacts are anticipated.

e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

No changes to the existing buildings or site (including parking, driveways, or utilities) are included in the application proposal, as such no impacts or changes to existing pedestrian amenities are anticipated.

(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.

The bible study serves the local community by providing a nearby place of worship. This allows the local residents to gather peacefully to study and share their faith. Approximately 40 people attend the bible study 4 evenings a week. These individuals likely live in the community and have a positive economic impact on the village by shopping in local stores and eating in local restaurants, in addition to paying taxes.

Exhibit:

Section 14 – Consistency with Palm Springs CRA

#1 – Detailed Description of Proposal’s Consistency with Five (5) Key Goals of CRA

Goal I: Improving Utilities and Infrastructure

This land use application is not proposing any modifications to any existing public or private facilities or infrastructure. Thus, this will be a net zero change to the utilities and infrastructure to the Village’s CRA.

Goal II: Expanding Job Development and Economic Growth

This land use application is requesting to use two of ten units in an existing CG – Commercial General warehouse / condo located at 3208 2nd Ave N as a bible study / religious gathering. This allows the residents to gather peacefully to study and share their faith locally and practice their faith close to home. These afternoon / evening gatherings have a positive economic impact on the Village’s CRA as the bible study members will likely shop in local stores and eat in local restaurants, in addition to paying taxes.

Goal III: Enhancing Public Safety

The proposed bible study has approximately 40 member participants gathering for religious worship on four evenings per week. They meet Tuesday 8:00 - 9:00PM, Thursday 7:30 – 9:00PM, Saturday 7:30 – 9:00PM and Sunday 5:00 – 7:00 PM. This provides public traffic in an area that would otherwise be dark and empty. This presence of gathering individuals coming and out of the otherwise empty warehouse / condo decreases the likelihood of unsafe activities that occur in dark and empty areas, thus contributing to an enhanced public safety in this area.

Goal IV: Increasing and Maintaining Workforce Housing

This proposed special exception application is for a bible study (Churches and Houses of Worship) and should not impact workforce housing in the CRA. The bible study will positively impact the local community by providing an important cultural resource by providing a nearby place of worship.

Goal V: Advancing the Partnership with Palm Beach County

As a part of this application, a Traffic Study was performed and reviewed by the Palm Beach County and found to meet the County's Traffic Performance Standards (TPS). This traffic study found that this usage "is considered insignificant traffic generator... the proposed change in use meets the Palm Beach County TPS requirements." The TPS review letter dated January 10, 2022 approving the study is included in this application package. This application process involved partnership with Palm Beach County.

#2 – Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District

The property currently exists of two commercial buildings housing ten units / condo spaces with various different business operations, including storage warehouses, thrift store, pharmacy warehouse, employment agency, and cabinet maker. No changes to the existing buildings or site are included in this application proposal. A traffic study was performed and submitted to Palm Beach County finding that this usage "is considered insignificant traffic generator... the proposed change in use meets the Palm Beach County TPS requirements".

#3 – Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA

Policy I.I: The Village and the CRA shall encourage development that provides neighborhood uses and appropriate destination businesses.

The bible study provides a positive neighborhood use to the local community as a important cultural resource and a nearby place of worship.

Policy III.II: The CRA shall actively seek out desired community-serving businesses through partner organization.

The bible study provides a desired community-serving businesses / non-profit to the local community as a place of worship.

Objective IV.I: Attract and support neighborhood-oriented businesses that contribute to the adjacent stable residential neighborhoods. **Policy IV.I:** Types of uses and their environmental impact, such as noise, traffic, and hours of operation, shall be regulated through the Village's Land Development Regulations.

The bible study provides a neighborhood-oriented business that contribute to the adjacent stable residential neighborhoods by providing a local as a place of worship. The bible study is a 1.5 to 2 hour religious meeting inside an existing warehouse / condo where noise is kept to inside conversation level, thus no environmental or noise impacts are anticipated from this use. As a part of this application, a Traffic Study was performed and reviewed by the Palm Beach County and found to meet the County's Traffic Performance Standards (TPS) so this use complies with the Village's LDR traffic requirement impacts. The bible meets Tuesday 8:00 - 9:00PM, Thursday 7:30 – 9:00PM, Saturday 7:30 – 9:00PM and Sunday 5:00 – 7:00 PM, these hours are allowable within the Village's LDRs.

3208 2nd Ave North, Units 6 & 7

Parking Considerations for Bible Study

In accordance with Section 34-1329 of the Village of Palm Springs Code of Ordinances, Subsection (2) Places of public assembly (a) Churches and places of worship:

One parking space per four sets, but not less than one parking space per 100 square feet of gross floor area of the auditorium, plus required parking spaces for any other principal uses, including office, recreation facilities, educational or institutional facilities, meeting rooms and dwellings.

The auditorium shows 56 seats:

$$56 \text{ Seats} \times \frac{1 \text{ Parking Space}}{4 \text{ Seats}} = 14 \text{ Parking Spaces}$$

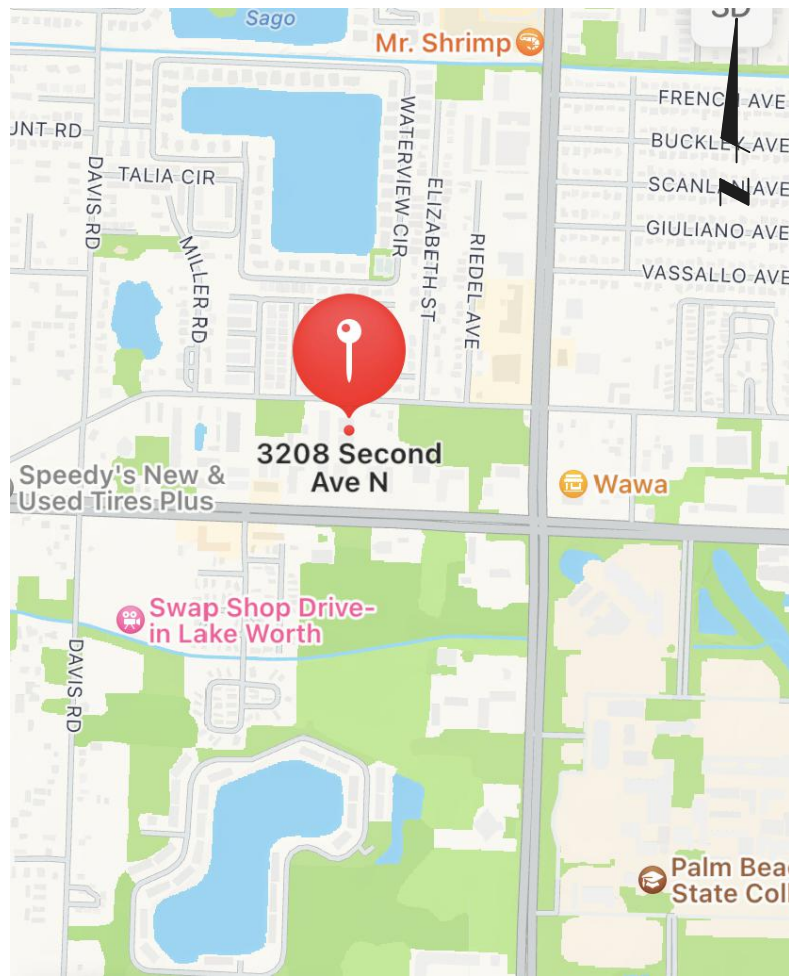
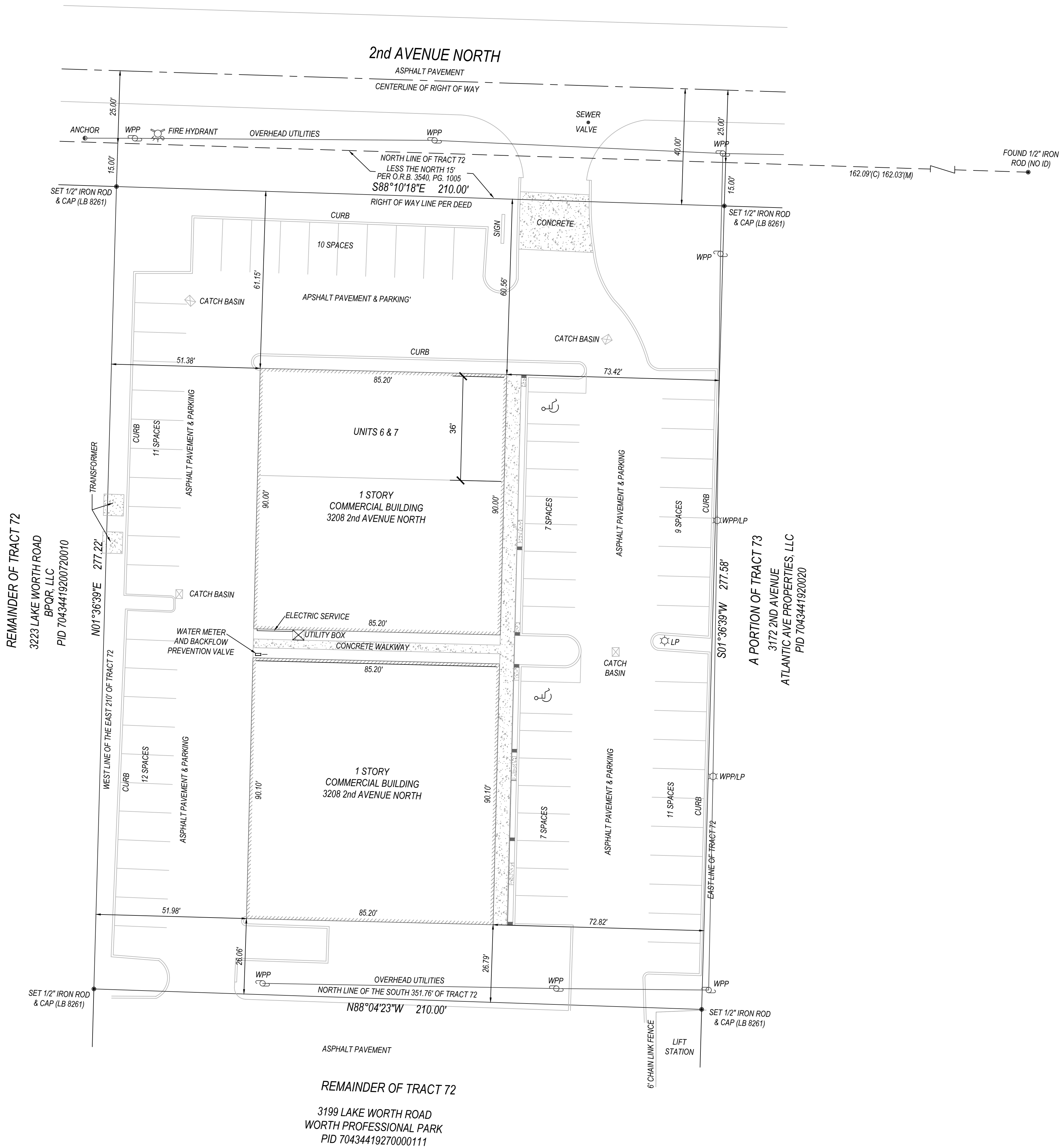
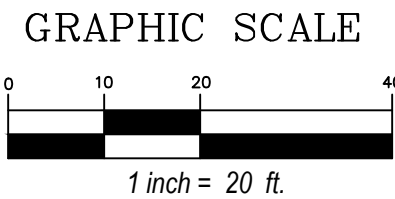
The auditorium square footage

$$36 \text{ feet wide} \times 36 \text{ feet long} = 1296 \text{ ft}^2$$
$$1296 \text{ ft}^2 \times \frac{1 \text{ Parking Space}}{100 \text{ ft}^2} = 12.96 \approx 13 \text{ Parking Space}$$

Taking the larger of the two options, requires 14 Parking Spaces for this use. The property includes two warehouse / condo buildings with a total of 10 units and 69 parking spaces.

$$\frac{69 \text{ Parking Spaces}}{10 \text{ Units}} = 6.9 \text{ Spaces per Unit} \times 2 \text{ Units (6 \& 7)} = 13.8 \text{ Spaces} \approx 14 \text{ Parking Spaces}$$

By the calculations shown above we feel that the existing parking at this existing facility is adequate to meet the requirements of the Village's Code of Ordinances and the needs of the existing and proposed uses at this property.



LOCATION MAP
(NTS)

PROJECT DATA:

PROJECT NAME:	BIBLE STUDY
PROJECT ADDRESS:	3208 2ND AVE N UNITS 6 & 7
FLU DESIGNATION:	WAREHOUSE / DIST CONDO
EXISTING ZONING:	CG - COMMERCIAL GENERAL
SECTION, TOWNSHIP, RANGE:	19, 44, 43
PROPERTY CONTROL NUMBERS:	70-43-44-19-29-003-0026 70-43-44-19-29-003-0027
EXISTING USE:	COMMERCIAL
PROPOSED USE:	COMMERCIAL WITH SPECIAL EXCEPTION: CHURCH / HOUSE OF WORSHIP

DEVELOPMENT ACREAGE (56,912 SF):	1.30 ACRES
TOTAL BUILDING SQUARE FOOTAGE:	15,300 SF.
EXISTING BUILDING 1 - 7,650 SF.	
EXISTING BUILDING 2 - 7,650 SF.	

*INCLUDES 3,060 SF. OF PLACE OF WORSHIP

LOT COVERAGE	27%	27%
FLOOR AREA RATIO (FAR):	0.27	0.27
PERVIOUS AREA:	9,612 SF	9,612 SF
IMPERVIOUS AREA:	47,300 SF	47,300 SF

PARKING REQUIRED:	20 SPACES
WAREHOUSE - 1 SPACE / 2,000 SF @ 12,240 SF = 6 SPACES	
HOUSE OF WORSHIP - 56 SEATS X 1 SPACE/4 SEATS = 14 SPACES	
PARKING PROVIDED: 67 SPACES	67 SPACES
HANDICAP SPACES REQUIRED:	1 SPACES
HANDICAP SPACES PROVIDED:	2 SPACES

REQUIRED SETBACKS TO BUILDING:

FRONT:	MIN 50' (NORTH)
REAR:	MIN 20' (SOUTH)
INTERIOR SIDE:	MIN 15' (EAST)
INTERIOR SIDE:	MIN 15' (WEST)

ACTUAL SETBACKS TO BUILDING:

FRONT:	61' (NORTH)
REAR:	27' (SOUTH)
INTERIOR SIDE:	73' (EAST)
INTERIOR SIDE:	51' (WEST)

SITE PLAN

EL-SID ENGINEERING
TNG, LLC



290 FLAMINGO POINT NORTH
JUPITER, FL 33458

BOUNDARY SURVEY
PURPOSE
JOB#

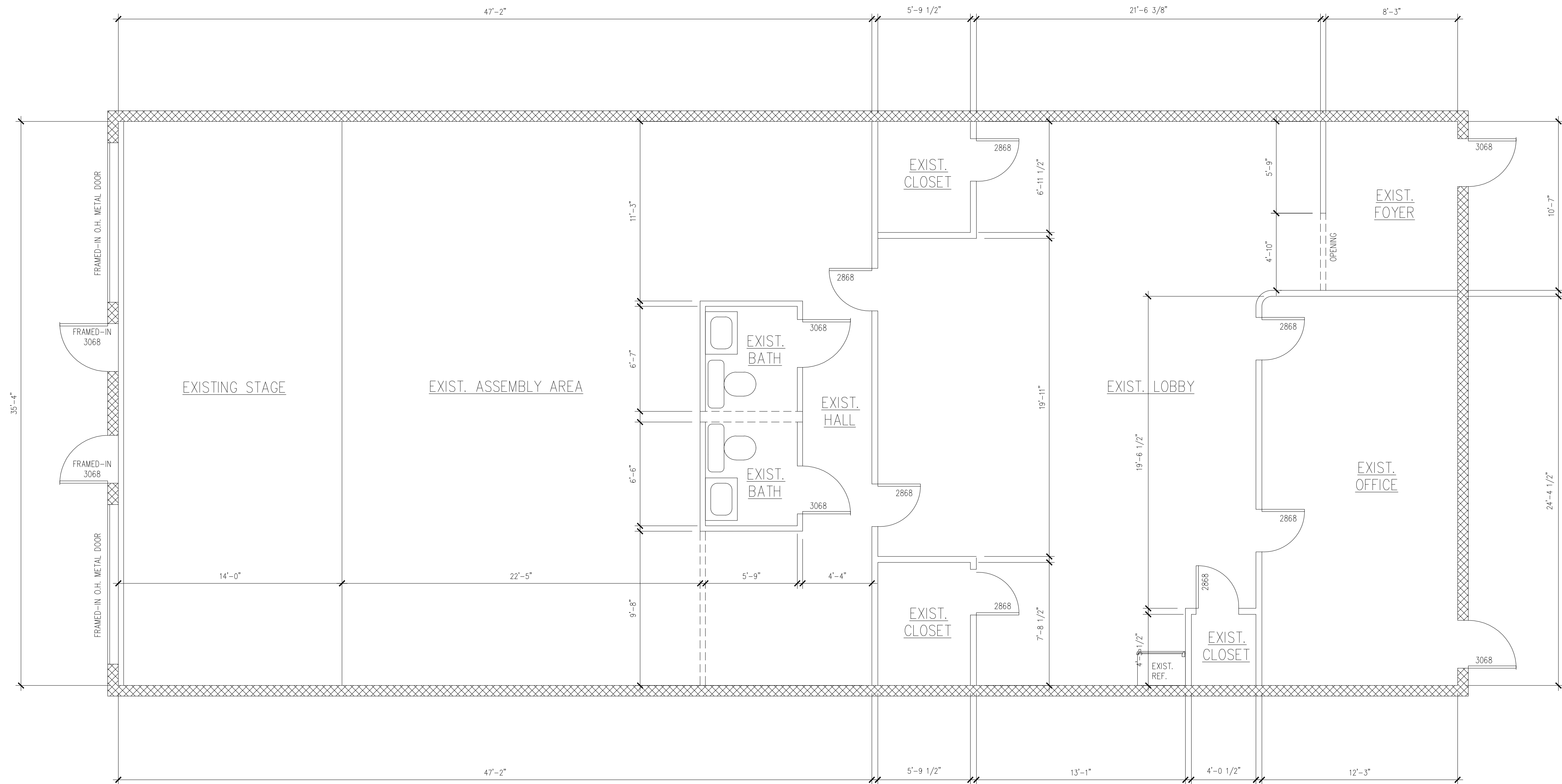
JPM

CD

DRAFT

DATE

01-17-20



EXISTING FLOOR PLAN

SCALE : 1/4"=1'-0"

BUILDING DATA:

EXISTING FOYER:	87 S.F.
EXISTING LOBBY:	764 S.F.
EXISTING OFFICE:	299 S.F.
EXISTING BATHROOMS:	76 S.F.
EXISTING CLOSETS:	103 S.F.
EXISTING ASSEMBLY AREA:	1,591 S.F.
TOTAL:	2,920 S.F.

WALL LEGEND:

- INDICATES EXIST. 8" CMU MASONRY WALL AT 10'-0" ABOVE FINISHED FLOOR
- INDICATES EXIST. METAL FRAME WALL w/ 1/2" DRYWALL
- INDICATES EXIST. METAL FRAME FURR-OUT WALL w/ 5/8" DRYWALL

REVISIONS MADE AND DATE	BY

Plan Drawn By:
On Target Home Designs
433 Melbeck St.
West Palm Beach, FL 33408
PHONE: (561) 854-3358
FAX: (561) 247-7221
on-target-homedesigns@gmail.com

Lic. No. 30824
(954) 854-2961

Ronald Gustainus
Registered Professional Engineer
7743 Silver Lake Drive
Delray Beach, FL 33446

Bible Study
3208 2nd Avenue
Palm Springs, FL 33461

Job Type: Life Safety Plan

Date: 05-02-22

Scale: 1/4"=1'-0"

Drawn: D.P.S.

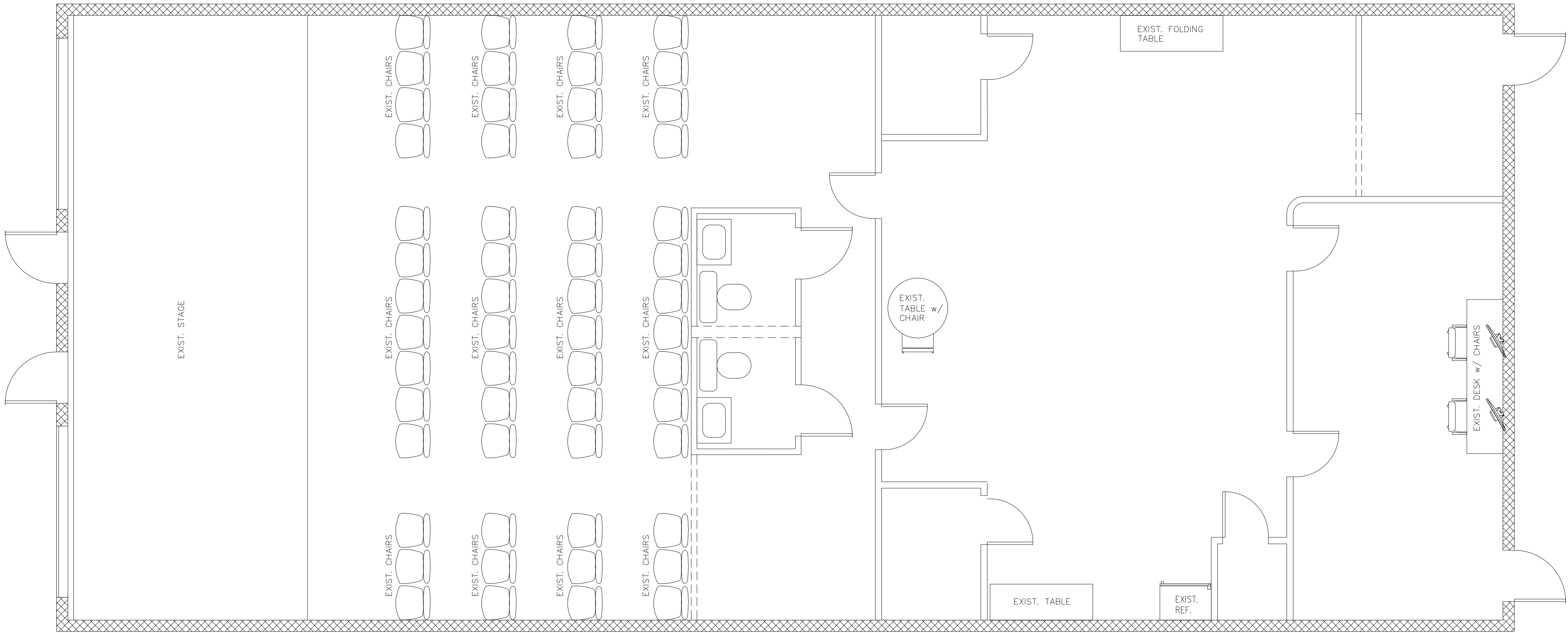
Sheet: **A-1**



WALL LEGEND:

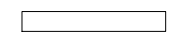
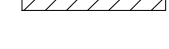
	INDICATES EXIST. 8" CMU MASONRY WALL AT 10'-0" ABOVE FINISHED FLOOR
	INDICATES EXIST. METAL FRAME WALL w/ 1/2" DRYWALL.
	INDICATES EXIST. METAL FRAME CURR-OUT WALL w/ 5/8" DRYWALL.

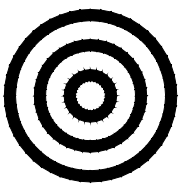
A-2



EXISTING SEATING PLAN

SCALE : 1/4"=1'-0"

WALL LEGEND:	
	INDICATES EXIST. 8" CMU MASONRY WALL AT 10'-0" ABOVE FINISHED FLOOR
	INDICATES EXIST. METAL FRAME WALL w/ 1/2" DRYWALL
	INDICATES EXIST. METAL FRAME FURR-OUT WALL w/ 5/8" DRYWALL

REVISIONS MADE AND DATE		BY
Plan Drawn By: On Target Home Designs 433 N. Del Boca St. E. 33408 West Palm Beach, FL 33408 Phone: (561) 854-3358 Fax: (561) 247-7221 on-target-homedesigns@gmail.com		
		
Ronald Gustainus Registered Professional Engineer 7743 Silver Lake Drive Delray Beach, FL 33446 Lic. No. 30824 (954) 854-2961		
Bible Study 3208 2nd Avenue Palm Springs, FL 33461 Job Type: Life Safety Plan		
Date:	05-02-22	
Scale:	1/4"=1'-0"	
Drawn:	D.P.S.	
Sheet:	A-3	



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

January 10, 2022

Ali Atefi, P.E.
Masoud Atefi & Associates
13246 Saint Tropez Circle
Palm Beach Gardens, FL 33410

**RE: 3208 2nd Avenue N.
Project #: 211212
Traffic Performance Standards (TPS) Review**

Dear Mr. Atefi:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated December 20, 2021, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	South side of 2 nd Avenue, about 0.20 miles west of Congress Avenue
PCN:	70-43-44-19-29-003-0026/-0027
Access:	Full access driveway connection onto 2 nd Avenue and cross access to the adjacent development to the south <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	General Commercial = 15,300 SF
Proposed Uses:	Convert 3,060 SF of existing commercial space to a Bible Class with 32 students
Project Daily Trips:	766
Project Peak Hour Trips:	9 (5/4) AM; 48 (23/25) PM
New Daily Trips:	62
New Peak Hour Trips:	3 (1/2) AM; -7 (-4/-3) PM
Build-out:	December 31, 2022

Based on our review, the Traffic Division has determined the proposed changes to the exiting development generates less than 20 peak hour trips; therefore, the project meets the TPS of Palm Beach County.

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



Ali Atefi, P.E.
January 10, 2022
Page 2

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

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

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hanane Akif".

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jc

cc: Addressee

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs

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

File: General - TPS - Mun - Traffic Study Review

F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2021\211212 - 3208 2ND AVENUE N..DOCXN

Good morning Iramis,

I don't have any site plan comments; however, there is an interior exit access door (Sheet A-2) in the main assembly area that will need to have the door swing changed from ingress swinging to egress swinging due to the occupant load exceeding 50 persons.

Thank you,

Wesley Jolin, IAAI-CFI®

Fire Safety Specialist

Palm Beach County Fire Rescue

wjolin@pbcgov.org

561.233.2695

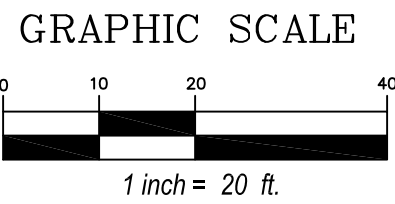
2300 North Jog Road: Suite 1E-40

West Palm Beach FL 33411

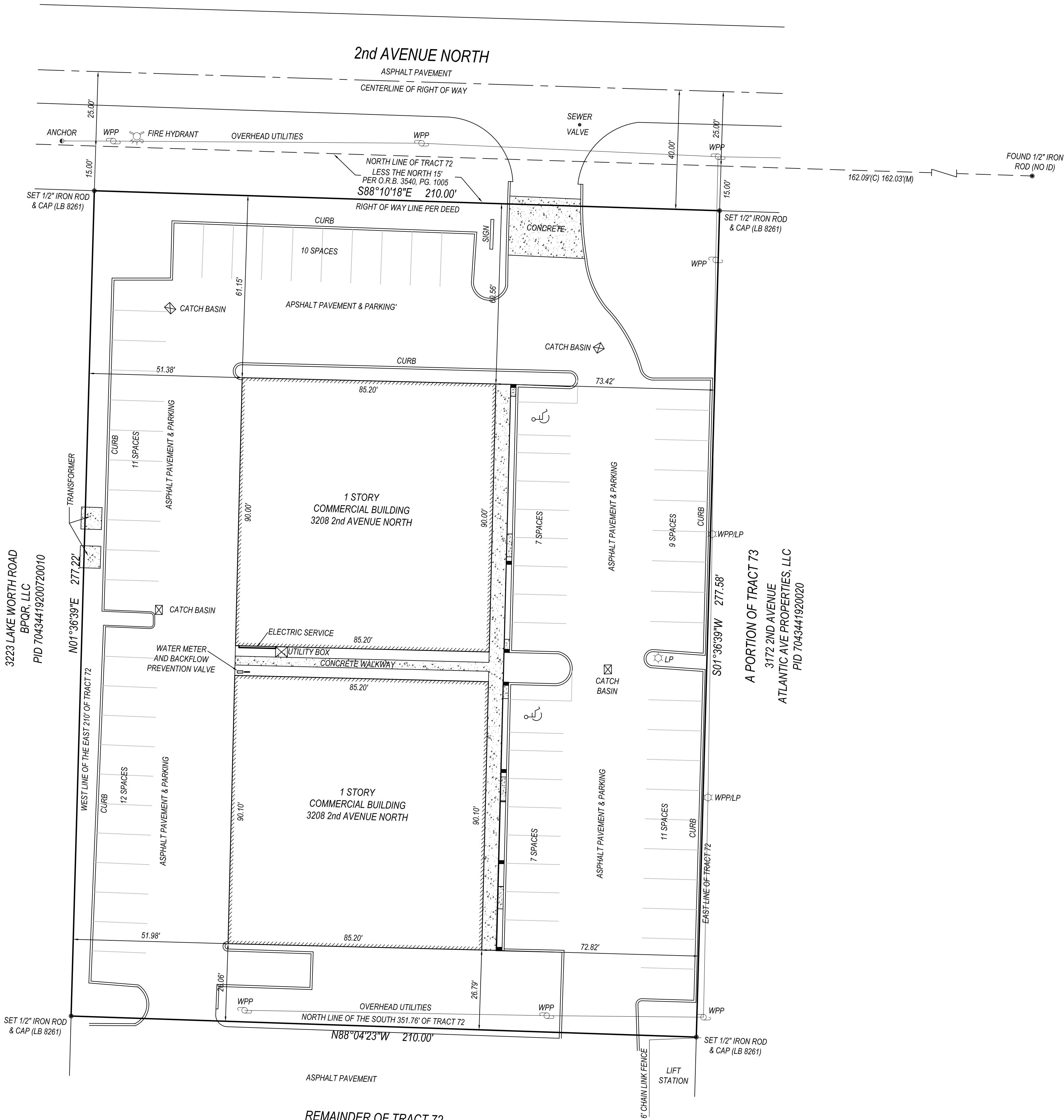


<u>Site Tabulation</u>		
Building / Walks:	17,275 SF	30%
Parking Area:	30,025 SF	53%
Open Space Area:	9,612 SF	17%
Total Area:	56,912 SF	100%
Water Distribution System:	Village of Palm Springs Utilities	
Sanitary Collection System:	Village of Palm Springs Utilities	
Office / Warehouse Combination:	15,300 SF	
Total Units:	10	
Each Unit:	1,530 SF	
Building Height is 17 feet-7 inches.		
Current Zoning:	CG - Commercial General	
<u>Parking</u>		
Total Parking Spaces:	67 Spaces	
Handicap Spaces:	2 Spaces	

ADDRESS		PARCEL CONTROL #
3208 2ND AVE N 1	PALM SPRINGS	70434419290030011
3208 2ND AVE N 2	PALM SPRINGS	70434419290030012
3208 2ND AVE N 3	PALM SPRINGS	70434419290030013
3208 2ND AVE N 4	PALM SPRINGS	70434419290030014
3208 2ND AVE N 5	PALM SPRINGS	70434419290030015
3208 2ND AVE N 6	PALM SPRINGS	70434419290030026
3208 2ND AVE N 7	PALM SPRINGS	70434419290030027
3208 2ND AVE N 8	PALM SPRINGS	70434419290030028
3208 2ND AVE N 9	PALM SPRINGS	70434419290030029
3208 2ND AVE N 10	PALM SPRINGS	704344192900300210



REMAINDER OF TRACT 72
3223 LAKE WORTH ROAD
BPQR, LLC
PID 70434419200720010



REMAINDER OF TRACT 72

3199 LAKE WORTH ROAD
WORTH PROFESSIONAL PARK
PID 70434419270000111

PROPERTY ADDRESS:
3208 2ND AVENUE N
PALM SPRINGS, FL 33461

FLOOD ZONE: "X"
PANEL NO: 12099C 0777F
DATE: OCTOBER 5, 2017

CERTIFIED TO:
B&B PROPERTIES INC

LEGAL DESCRIPTION:
PARCEL NO. 1:

THE EAST 210 FEET OF TRACT 72; ACCORDING TO THE SUBDIVISION OF SECTION 19 TOWNSHIP, 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66, IN AND FOR THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND SOUTH 351.76 FEET THEREFROM; AND LESS THE NORTH 15 FEET CONVEYED TO THE COUNTY OF PALM BEACH FOR 2ND AVENUE NORTH RIGHT-OF-WAY AS SHOWN ON OFFICIAL RECORDS 3540, PAGE 1005, PUBLIC OF PALM BEACH COUNTY, FLORIDA.

ALSO DESCRIBED AS:

BAY UNIT NUMBERS 1 THROUGH 10, OF WORTH COMMERCE PARK, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 5567, PAGE(S)247, AND ALL SUBSEQUENT AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL NO. 2:

TOGETHER WITH THE SUBJECT TO: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL NO. 1, FOR PARKING, INGRESS AND EGRESS, AS GRANTED AND CREATED IN THAT CERTAIN CROSS PARKING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5394, PAGE 389, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED LANDS:

THE SOUTH 1/2 OF TRACT 73, ACCORDING TO THE SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66, IN AND FOR THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND THE EAST 136.69 FEET THEREOF AND ALSO LESS THAT PORTION OF THE ABOVE PARCEL LYING WITHIN THE RIGHT-OF-WAY OF LAKE WORTH ROAD AS SHOWN ON THE MAP AS RECORDED IN ROAD BOOK 5, PAGES 125 THROUGH 138, RECORDS OF PALM BEACH COUNTY, FLORIDA.

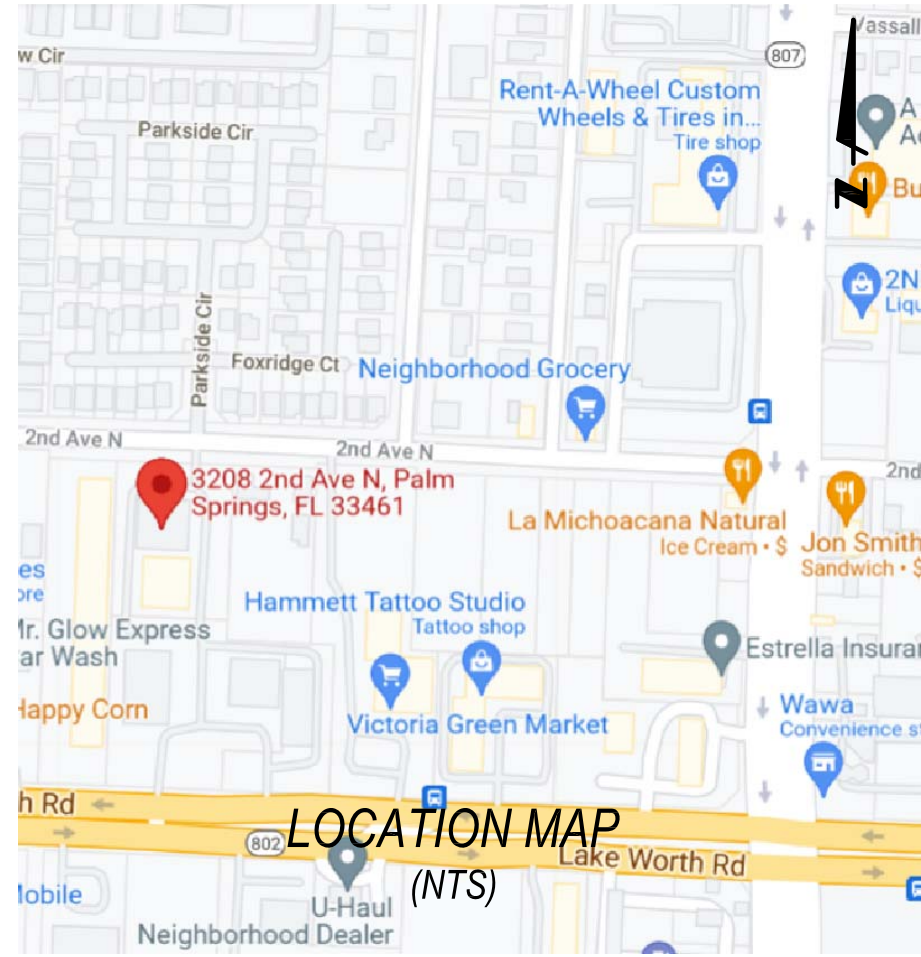
PARCEL NO. 3:

TOGETHER WITH THE SUBJECT TO: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL NO. 1, FOR PARKING, INGRESS AND EGRESS, AS GRANTED AND CREATED IN THAT CERTAIN CROSS PARKING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5394, PAGE 389, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER THE FOLLOWING DESCRIBED LANDS:

THE SOUTH 351.76 FEET IF THE EAST 210.00 FEET OF TRACT 72, ACCORDING TO THE SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66, IN AND FOR THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS THAT PORTION OF THE ABOVE PARCEL LYING WITHIN THE RIGHT-OF-WAY OF LAKE WORTH ROAD AS SHOWN ON THE MAP AS RECORDED IN ROAD BOOK 5, PAGES 125 THROUGH 138, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYORS' NOTES:

1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND IS ONLY APPROXIMATE.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)



01-17-20
DATE

CD
DRAFT

JPM
FIELD

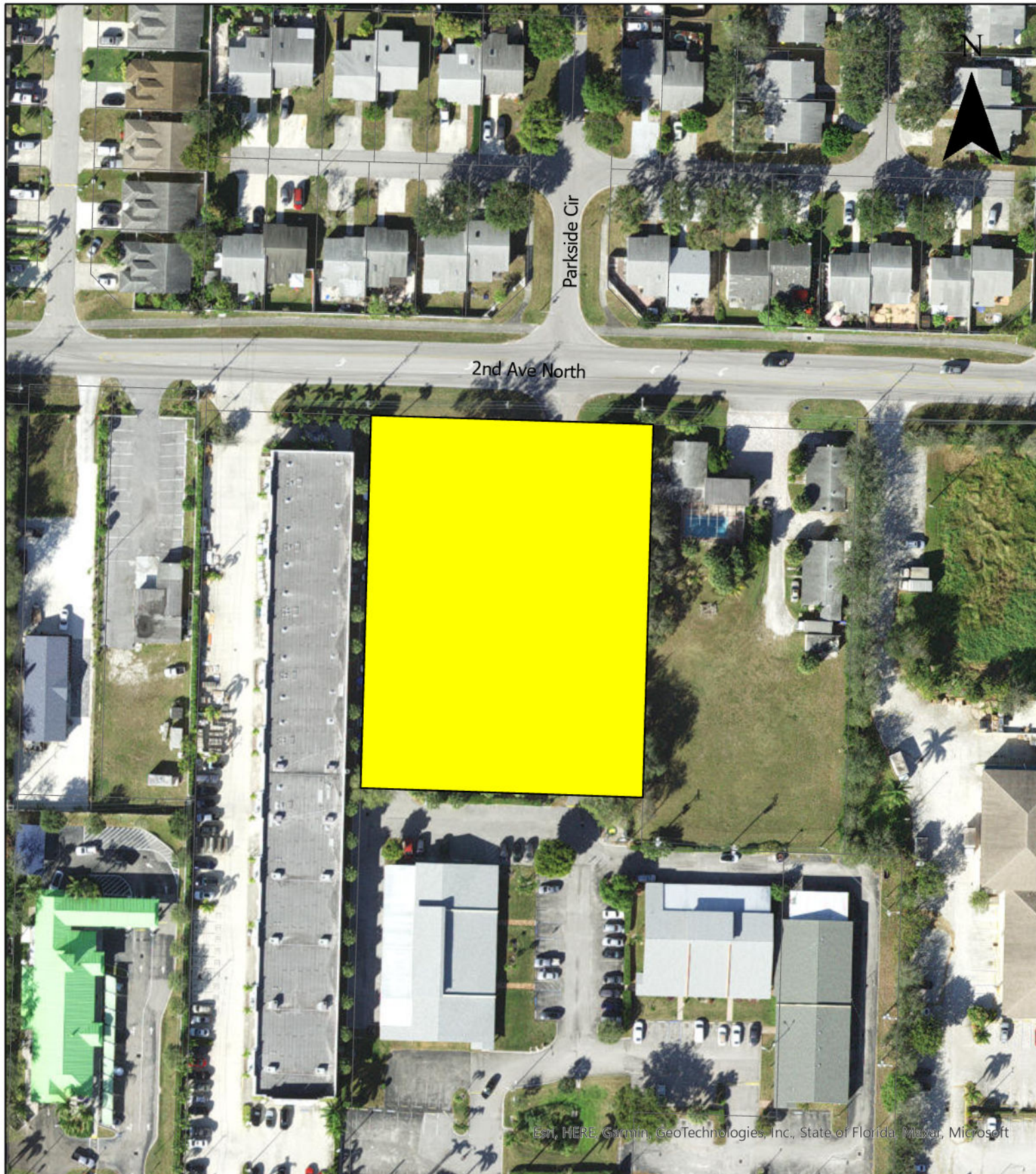
BOUNDARY SURVEY
PURPOSE

S20010001
JOB#

BOUNDARY AND
TOPOGRAPHIC
SURVEY

PRINCIPAL MERIDIAN
SURVEYING, Inc.

LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764



Esri, HERE, Garmin, GeoTechnologies, Inc., State of Florida, Maxar, Microsoft



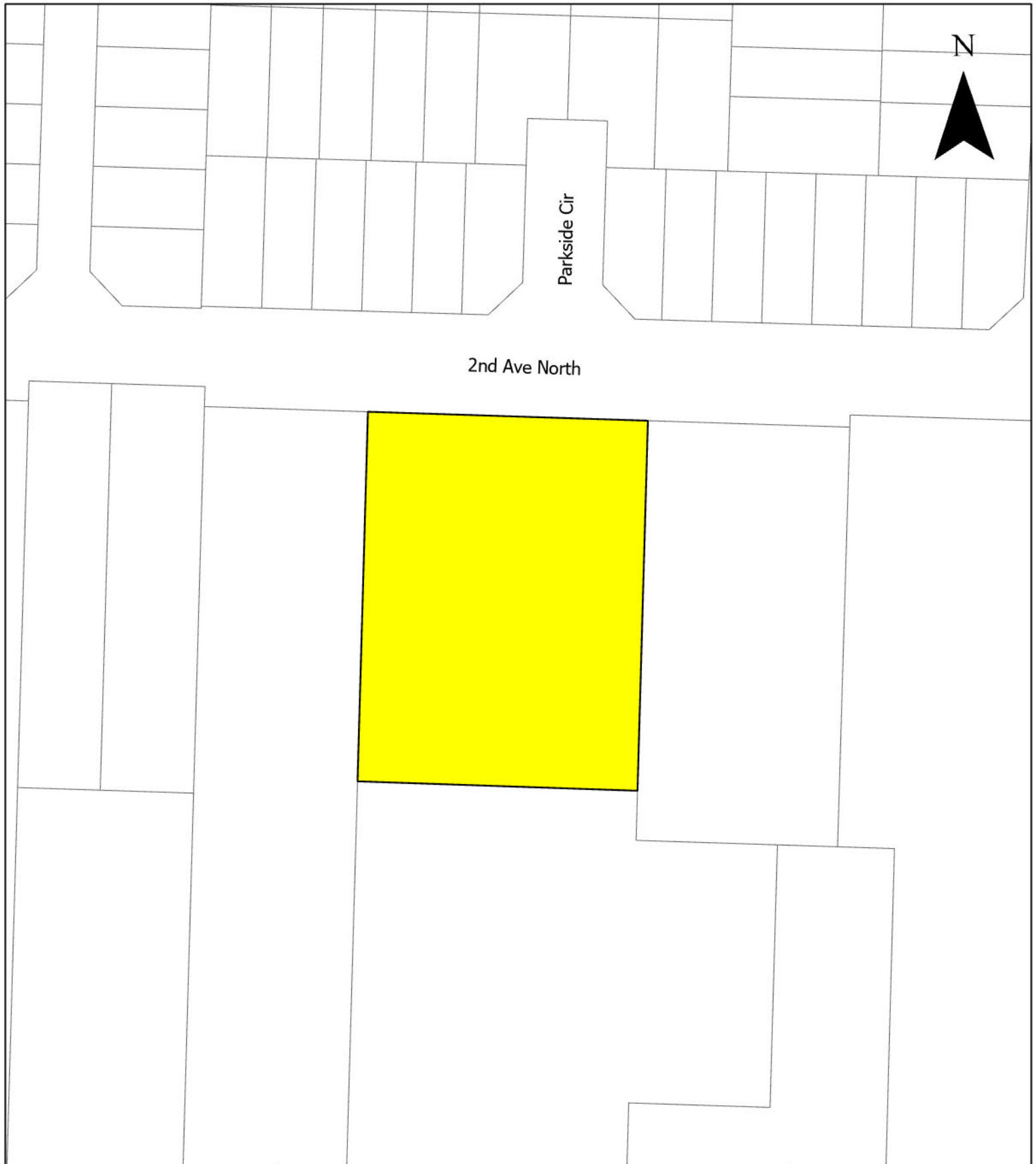
Village of Palm Springs

3208 2nd Avenue North, Units 6 and 7

- 3208 2nd Ave. N
- Parcels

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

Data Source: Palm Beach County



Village of Palm Springs

3208 2nd Avenue North, Units 6 and 7

-  3208 2nd Ave. N
-  Parcels

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

Data Source: Palm Beach County



Village of Palm Springs

Staff Report

AGENDA DATE: October 6, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM Site Plan Amendment (SPR22-14) and Special Exception Use (PSSE22-07) - Church of
#11: Jesus Christ (Apostolic) Inc. - 3330 Kirk Road

SUMMARY: Mr. Ryan Abrams, agent for the owner, Church of Jesus Christ Apostolic Inc., is requesting a Site Plan Amendment (SPR22-14) and Special Exception Use (PSSE22-07) approval to allow the conversion of one of the existing residential structures into a place of worship with a maximum of 58 seats.

Note: The property was annexed into the Village in 2005 as a developed parcel with two residential structures.

The site is composed of three contiguous properties that will be combined under one parcel. The applicant is proposing to convert the 2,840 square feet residential single-family home into a place of worship and the residential structure located on the east side will remain on the property as part of the church's campus to be the parsonage residence.

A site plan amendment is being requested to bring the property up to code, to the extent possible, to be consistent with the proposed use. The proposed site plan provides an enhancement to the landscaped buffers, new parking lot, newly paved driveway, drainage improvements, pedestrian connections, and interior/exterior renovations to the building.

The Planning and Zoning Advisory Board considered this application during their September 13, 2022 meeting and recommended approval.

Staff supports the applicant's request and recommends conditional approval of the Special Exception Use and Site Plan Amendment based on general consistency with the Land Development and Zoning Regulations and the objectives and policies of the Village's Comprehensive Plan.

FISCAL IMPACT:

The proposed request does not have any immediate fiscal impact on the Village since the church is tax-exempt; however, the proposed renovations may have a positive effect on neighboring properties.

ATTACHMENTS:

1. Resolution No. 2022-40 - Site Plan Amendment SPR22-14 and Special Exception PSSE22-07 - Church of Jesus Christ Apostolic Inc .
2. Exhibit "A" Staff Report and Conditions of Approval
3. Project Narrative

4. Site Plan, Landscape Plan, Architectural Plans, and Letters
5. Aerial and Location Maps

RESOLUTION NO. 2022-40

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT (SPR22-14), AND A CONCURRENT REQUEST FOR A SPECIAL EXCEPTION USE (PSSE22-07), TO CONVERT THE 2,840 SQUARE FEET RESIDENTIAL SINGLE-FAMILY HOME LOCATED AT 3330 KIRK ROAD INTO A PLACE OF WORSHIP WITH FIFTY-EIGHT (58) SEATS MAXIMUM, WITH THE RESIDENTIAL STRUCTURE LOCATED ON THE EAST SIDE OF THE PROPERTY TO REMAIN PART OF THE CHURCH CAMPUS USED FOR PARSONAGE RESIDENCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Ryan Abrams, agent for the owner (“Applicant”) Church of Jesus Christ Apostolic Inc., is requesting approval of a Site Plan Amendment (SPR22-14) and concurrent request for a Special Exception Use (PSSE22-07), to convert the 2,840 square feet residential single-family home into a place of worship and the residential structure located on the east side will remain on the property as part of the church's campus to be the parsonage residence. The site is composed of three (3) contiguous properties that will be combined under one parcel. The property is located at 3330 Kirk Road; and

WHEREAS, the Planning & Zoning Board (“Board”) heard and considered the Site Plan Amendment and Special Exception Use at the Board’s September 13, 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; 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 has received and considered the request of Mr. Ryan Abrams, agent for the owner (“Applicant”) Church of Jesus Christ Apostolic Inc., is requesting approval of a Site Plan Amendment (SPR22-14) and concurrently a Special Exception Use (PSSE22-07), to convert the 2,840 square feet residential single-family home into a place of worship and the residential structure located on the east side will remain on the property as the site is composed of three (3) contiguous properties that will be combined under one parcel, as part of the church's campus to be the parsonage residence, determines as follows:

_____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”, 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 2. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEVERLY 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. 2022-40 – Site Plan Amendment (SPR22-14) & Special Exception Use (PSSE22-07) – 3330 Kirk Road – Church of Jesus Christ (Apostolic)

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

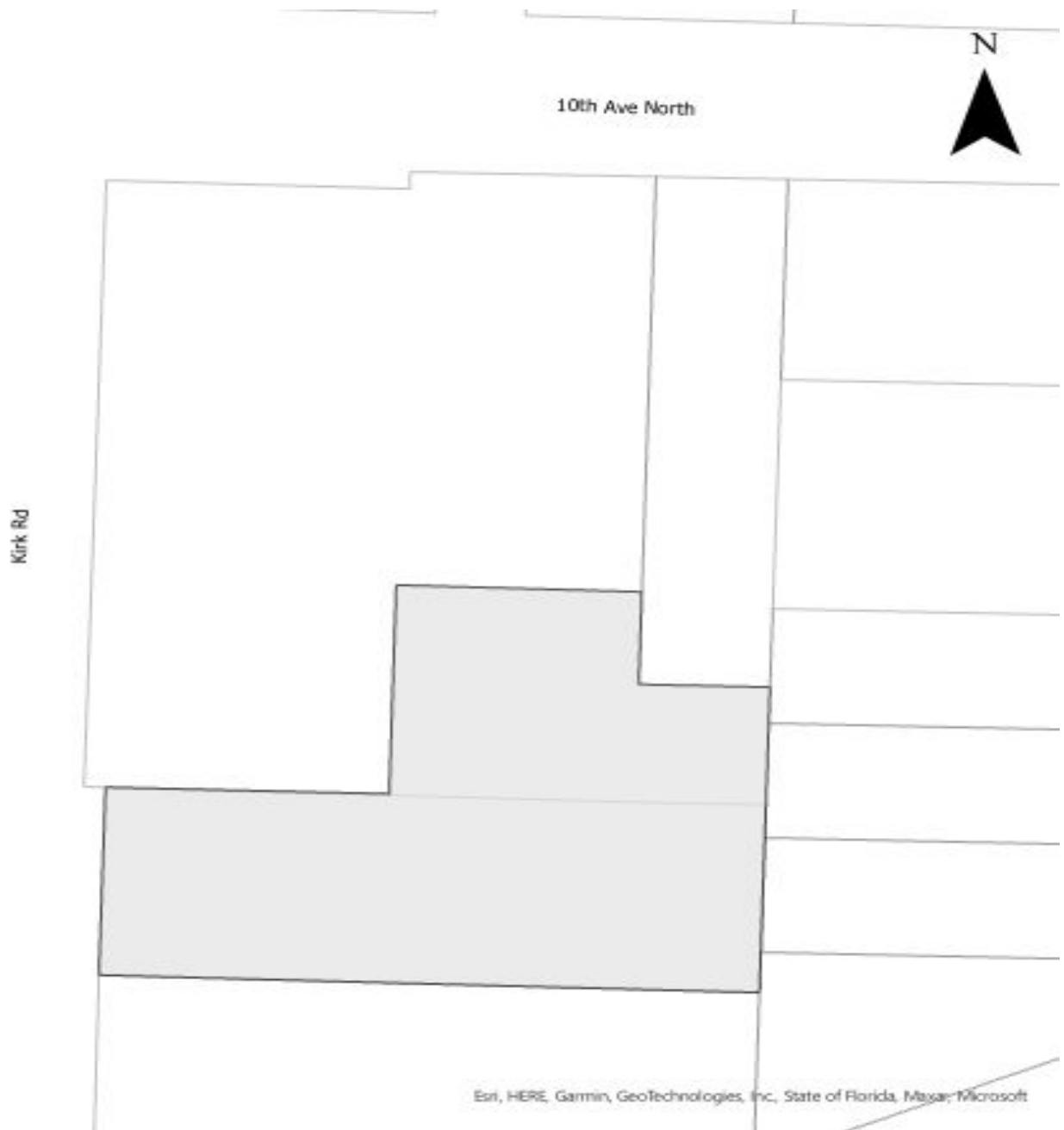
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Special Exception Use and Site Plan Amendment - Church of Jesus Christ (Apostolic) Inc. – 3330 Kirk Road

Application Summary			
Applicant / Petitioner	Church of Jesus Christ (Apostolic) Inc.	Submittal Date	3/3/2022
Reference Name	Church of Jesus Christ (Apostolic) Inc.	Case Number	SPR22-14, PSSE22-07
		Parcel Control No	70-43-44-19-20-017-0070 & 70-43-44-19-20-017-0020 & 70-43-44-19-20-017-0080
Location	3330 Kirk Road and two vacant lots, one on Kirk Road and one on 10 th Ave N	Site Area	Assemblage of 3 properties total of ±1.03 acres
P&Z B Meeting	September 13, 2022	Council Meeting	October date to be determined.
Requests			
Proposed Use(s)	Site Plan Amendment and Special Exception Use to allow the use of the property as a place of worship.		
Number of Buildings	2 structures 1 residential structure 2,756 sf 1 residential structure to be converted into a place of worship 2,840 sf		
Parking			
Code	Required	Provided	Meets Requirement
Total Overall Parking	17 spaces Place of worship 1/4 seats @ 58 seats = 15 spaces existing single-family residence = 2 spaces	22	Yes
Site Characteristics			
Existing Use	Residential	Proposed Use	Place of worship
Existing Zoning	Residential Multiple-Family (RM) & Commercial General (CG)	Existing Future Land Use	Low Density Residential & Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Gas Station and Commercial businesses	Commercial	Commercial General (CG)
South	Residential multifamily	Low Density Residential	Residential Multiple-Family (RM)
East	Residential single-family home	Low Density Residential	Residential Multiple-Family (RM)
West	Residential	Unknown Unincorporated PBC	Unknown Unincorporated PBC
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the conversion of the existing 2,840 sf residential structure into a place of worship, as depicted on the proposed site plan, based on compatibility with surrounding uses.			



I. Site History

- Ordinance 2005-31: Annexation

On October 27, 2005 the property was annexed into the Village of Palm Springs as a developed parcel. Palm Beach County's Future Land Use and Zoning designations were maintained until 2006.

- Ordinance 2007-26: Future Land Use and Zoning

On February 28, 2008 the Village Council adopted above ordinance to change the land use and zoning designations from Palm Beach County to Village designations.

II. Comprehensive Plan Consistency

The subject property's Future Land Use and Zoning designations are Low Density-Residential and Commercial and Residential Multiple-Family (RM) and Commercial General (CG), respectively. The proposed use is permitted as special exception use and is generally consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III. Neighborhood Compatibility

- 1) The proposed project is located on the east side of Kirk Road south of 10th Avenue.
- 2) Properties to the east and south are generally residential use.
- 3) Cumberland Farms gas station is abutting the property on the north side.
- 4) The proposed place of worship is permitted as special exception use within the CG and the RM zoning districts.
- 5) Village complex is located within 1 mile of the property.

IV. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG and RM districts.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and Village of Palm Springs are required prior to construction.
 - 3) Proposed use meets the Traffic Performance Standards of Palm Beach County.

V. Environmental Issues:

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

VI. Community Outreach/ Notification

- The subject property was posted on August 31, 2022.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on August 29, 2022.
- Legal advertisement was published in the paper on September 1, 2022.
- Staff has not received any inquiries or comments as a result of the notices.

VII. Proposed Development Plan Details

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

- An application submitted for a Site Development Plan Approval and concurrently Special Exception Use for the use of the property as a place of worship.
 1. Site Plan dated received March 3, 2022 revised and resubmitted on August 15, 2022.
 2. Landscape Plans dated received March 3, 2022 revised and resubmitted on August 15, 2022.
 3. Architectural plans dated received March 3, 2022 revised and resubmitted on May 24, 2022.
 4. Preliminary Engineering Plans dated received March 3, 2022 revised and resubmitted on August 15, 2022.
 5. Justification Statement and proposed use.
 6. Drainage Calculations.

VIII Recommendation

The unified 1.03 acres property is located east of Kirk Road between 10th Avenue North and 7th Avenue North. The site is currently developed with two residential single-family homes constructed in 1952 and 1971 respectively. The property was annexed into the Village in 2005 and the residential used has been maintained.

The site is composed of three contiguous properties that will be combined under one parcel. The applicant is requesting a site plan amendment and special exception use to permit the conversion of one of the existing residential structures into a place of worship with a maximum of 58 seats. A site plan amendment is being requested in order to bring the property up to code, to the extent possible, to be consistent with the proposed use.

The proposed site plan provides enhancement to the landscaped buffers, new parking lot, paving, drainage improvements, pedestrian connections, vehicular circulation and interior improvements to the building.

Staff has found the proposed Special Exception use to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use and Site Plan Amendment subject to the following ~~thirty (30)~~ thirty-one (31) conditions below:

Note: One more condition was added at the P&Z Board on September 13, 2022.

1. Build out date is December 31, 2023.
2. The special exception approval for the new place of worship shall be implemented within 18 months of Council approval.
3. The site plan approval is valid within 24 months of Council approval.
4. The worship sanctuary area shall be limited to 58 seats.
5. A unity of title shall be recorded **prior to the issuance of any building permit.**
6. The special exception use is for Place of Worship, and no social services are proposed at this time, and will require subsequent special exception approval if desired in the future.
7. A Utility/Civil Plan shall be approved by the Village Engineer **at time of permitting.**
8. No signs are proposed as part of this application.
9. A turn-right-only sign shall be installed at the exit point from the property.
10. All required improvements shall be completed, and a permanent life safety plan approved by the Building Official as prerequisites to issuance of a **Certificate of Occupancy.**
11. Any proposed outdoor activities will necessitate subsequent approval from the Village.
12. A site plan amendment will be required to reconfigure the parking lot area if the cross-access is desired to be utilized/implemented.
13. The residential structure on the back shall be limited to one residential dwelling unit.
14. Hours of operation shall be accordingly with the Village's Land Development Regulation Section 34-1172.
15. No loitering on the grounds will be permitted.
16. Any special event to be held at the facility is subject to Special Event Permit approval by the Village.
17. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
18. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
19. Irrigation plans shall be provided **at the time of permitting.** Non-potable water shall be used for the irrigation system per Village code.
20. Provide permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and Village of Palm Springs **at the time of permitting.**
21. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person

responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.

22. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
23. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
24. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
25. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
26. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
27. Photometrics must be certified by an engineer **prior to CO**.
28. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
29. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
30. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
31. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.



888 SE 3rd Ave., Suite 400
Fort Lauderdale, FL 33316
Office: 954.332.2358
Email: rabrams@abrams-law.com
Website: www.abrams-law.com

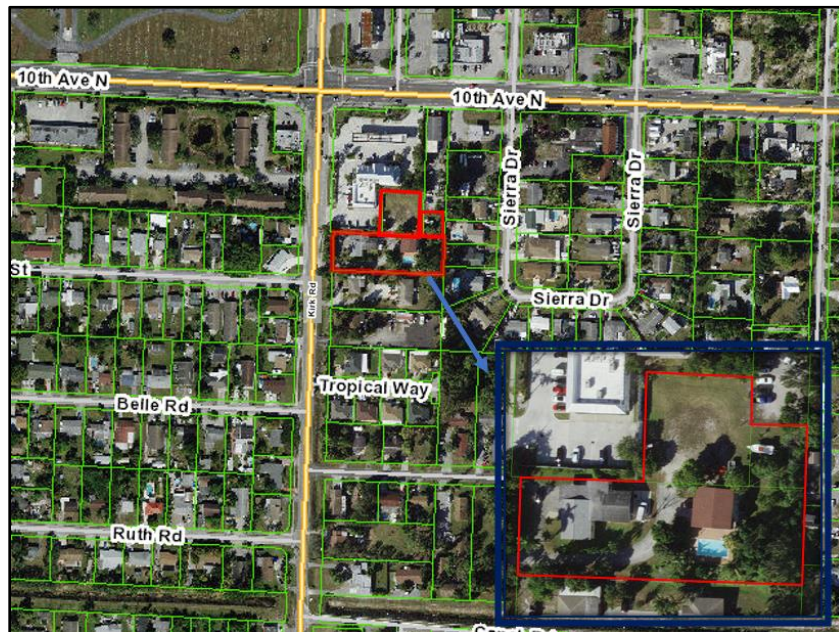
March 2, 2021

Iramis Cabrera
Planning Zoning & Building Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: SPECIAL EXCEPTION APPLICATION - JUSTIFICATION LETTER AND NARRATIVE; 3330 Kirk Rd, Palm Springs, FL 33461 – Parcel Nos. 70434419200170070, 70434419200170020, 70434419200170080 (collectively, the “Site”)

Dear Ms. Cabrera,

This firm represents the Applicant, Church of Jesus Christ (Apolostic) Inc., in connection with the enclosed application for Special Exception approval, with related site plan documents as required by the City. Specifically, the Applicant proposes a change of use for the Site from residential to place of worship for its church. The Site is located east of Kirk Rd, south of 10th Ave N, north of 7th Ave N, and west of Gulfstream Rd. It is a portion of a platted lot (tract 17) with an existing single-family house and accessory residence. The Applicant owns the Site, seen below:



The site is irregularly shaped and is bisected by two zoning districts, RM (Residential Multi-Family) and CG (Commercial General), as well as two future land use designations, Low Density Residential and Commercial. Most of the property has a future land use of Low Density Residential and zoning of RM. The following image depicts the applicable zoning:



The Applicant plans to invest a substantial sum – approximately \$80,000 – for renovating the above property to suit for the intended use as a place of worship/church. There will be no structures added, just site improvements, landscaping, an ADA compatible ramp, benches, and parking. The parking lot will be added to the portion of the property that is zoned commercial.

The Site is composed of three contiguous properties with separate parcel/folio numbers. The Applicant will combine the properties under one parcel/folio number through the property appraiser, and the Site will function as a single parcel. The Applicant would consent to a unity of title if requested as a condition of approval.

SPECIAL EXCEPTION CRITERIA

Pursuant to Sec. 34-764, “places of worship” are a special exception use in the RM zoning district. Accordingly, the Applicant is seeking special exception approval. Applicant satisfies all seven (7) criteria set forth in Sec. 34-606(b) – Special Exception Procedures. The standards are each addressed separately below.

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

The comprehensive plan does not have specific provisions that address places of worship. However, the following provisions would be furthered by the proposed use:

Future Land Use Goal: A residential oriented community with an appropriate mix of land uses compatible with living styles and conditions established within the Village:

Policy D.3.: Meet the social, cultural and civic needs of Palm Springs' residents through the maintenance of adequate sites for institutional uses...

Accordingly, the Village envisions itself as primarily a residential community with a "mix of land uses" that meet social, cultural and civic needs. The Church at the Site will contribute to this vision. People from the community will have a place to find spiritual growth and shared religious values. Research has shown that people who are religiously active are more trusting of others, more optimistic about their impact on their community, think more highly of their community, are more involved in organizations of all kinds, and devote more time to the groups to which they are active.¹ Places of religious worship help people find comfort and acceptance through community. Thus, churches are very compatible with residential communities.

The Applicant will serve the community around it by holding church service every Sunday from 10 am to 1 pm, and 6 pm to 8 pm. All community outreach activities planned by the Applicant will be conducted off site. There will not be any ancillary uses of the property that will interfere or conflict with surrounding uses. No other services will be offered on site, other than Sunday service.

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

This property is zoned RM Residential multiple family. In this district, "churches and places of worship" is a special exception use for this property pursuant to Sec. 34-764. This property will be used primarily as a place of worship as defined in the Code. There is one principal structure, which will function as the place of worship, and an accessory structure which will be also maintained and controlled by the religious body that owns the property, the Applicant.²

¹ Jim Jansen, Pew Research Center, *The Civic and Community Engagement of Religiously Active Americans* (Dec. 23, 2011) (<https://www.pewresearch.org/internet/2011/12/23/the-civic-and-community-engagement-of-religiously-active-americans/>)

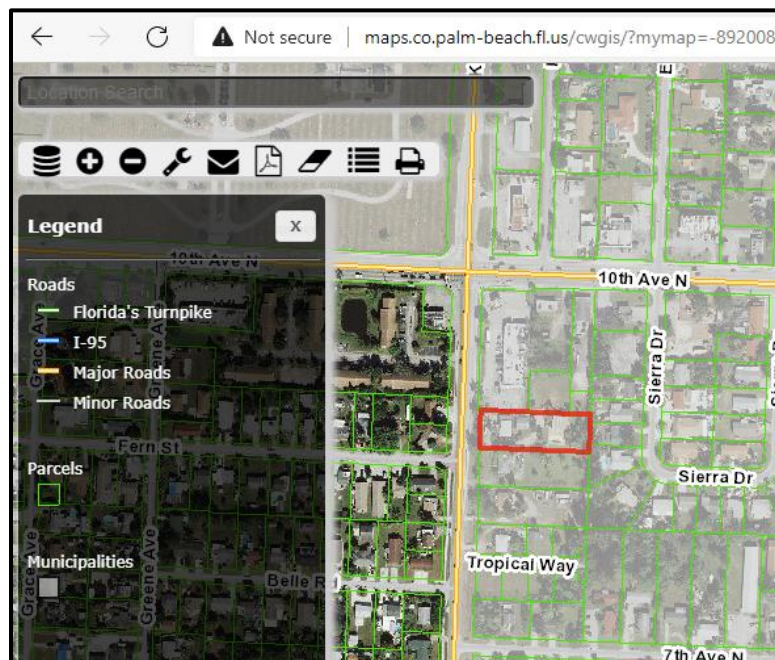
² See relevant definitions from the Village's Code of Ordinances:

Church and places of worship. The terms "church" and "places of worship" shall mean a building, together with its accessory buildings and uses, where persons regularly assemble for religious worship, and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

Accessory building, structure or use. The term "accessory building, structure or use" shall mean a detached building, structure or use on the same lot with and of a nature customarily incidental and subordinate to the principal building, structure or use. Accessory structures or uses shall be in scale with the principal structure, of harmonious colors and materials, and shall not exceed 50 percent of the floor area of the principal use or 1,000 square feet,

(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.

To the north of the Site is a shopping center. The adjacent properties to the south and east are single-family residential uses. To the west is Kirk Road, which intersects with 10th Ave N at approximately 331 linear feet to the north from the Site. Both 10th Ave N and Kirk Rd are designated by Palm Beach County as Major Roads. Accordingly, a major intersection is located approximately 331 feet from the Site, which also abuts a Major Road.



The Site is immediately adjacent to a commercial shopping center. There are two existing structures at the Site. The primary structure was built as a single-family home and there is an accessory residential unit. The Applicant seeks to convert the entire Site to “place of worship” use. A site plan and engineering drawing is provided with the application materials.

The place of worship use is very compatible for this location. It serves as a suitable buffer between a shopping center and nearby single-family residences. A single family home next to a shopping center is less desirable and not the highest and best use of this property.

In 1958, the American Society of Planning Officials published a report entitled “Churches and Planning Controls”. The document is dated, but it contains relevant and topical observations, as follows:

“The church site should be near the center of community or neighborhood activity...it should be on the natural travel pattern of the community. It should be near the maximum number of people possible for [traveling] between church and home.... A site adjacent to, but not in, a commercial area is desirable.”³

Accordingly, this Property is a very suitable location for a church. It is within a residential area, close to commercial uses, but not within a commercial use.

In addition, the parking lot that is being constructed on site is going to be located entirely within the portion of the Property that is zoned Commercial.

(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 development or redevelopment of the area in which the special exception use is proposed to be developed.

There are no other churches in the neighborhood or nearby area surrounding the Property. The nearest church is on the other side of 10th Ave N., in a different neighborhood, and is owned by Grace Bible Church. In any event, there is no evidence that the presence of multiple churches can have a detrimental impact on the community.⁴ To the contrary, churches are known to have a positive impact on the community.⁵

(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.***

No detrimental effect will be caused by the proposed church use. Services will not be held outside. All services will be held indoors. There are no outdoor events associated with the church’s program. There will not be bright lights shining outward. The only lights around the property will be solar powered and they will face toward the structure onsite, and not outward.

The number of members and visitors of the church is not expected to exceed 48 on Sundays, half of which will attend via zoom or other virtual means.

³ American Society of Planning Officials, Churches and Planning Controls (1958) (<https://www.planning.org/pas/reports/report106.htm>)

⁴ Id.

⁵ Jansen, *supra*.

There will be small but insignificant increase in traffic. See traffic statement from John M. Donaldson, PE, PTOE. Mr. Donaldson notes in the report that “the project is not significant” from a traffic standpoint.

(6) That the proposed special exception use:

a. Does not significantly reduce light and air to adjacent properties.

The structures on the property will not change in footprint or height.

b. Does not adversely affect property values in adjacent areas.

There is no adverse impact to property values by the presence of a nearby church. If anything, the Site will function as a buffer between residential and the higher intensity commercial shopping center. A church is a sensible transitional buffer between a commercial use and a single-family neighborhood. Further, research has shown that churches *increase* residential property values.⁶

c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

The Site is right next to a shopping center, and a portion of the Site is zoned as Commercial General. When viewed in context with the surrounding uses, a church is a higher and better use for this Site than a single-family home. It is commonly viewed as less desirable to live next to a shopping center. In contrast, it is no less desirable to locate a church next a commercial use. A church is a good buffer to separate commercial use and residential use.

d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.

There will not be any negative impacts to the environment or public facilities.

e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Pedestrian amenities are provided for in the site plan, including benches and trash receptacles.

(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,

⁶ Thomas M. Carroll et. al., *The Journal of Real Estate Finance and Economics* (1996) (“Our evidence indicates that neighborhood churches are amenities that enhances the value of neighborhood residential property”) (<https://link.springer.com/article/10.1007/BF00127540>)

including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The Church is investing approximately \$80,000 in renovations and upgrades for this Site. These upgrades will include adding parking spaces, installing an ADA compliant ramp for wheelchair accessibility, and other site improvements.

In sum, the proposed use for the Site meets the standards set forth in the City's Code of Ordinances for Special Exception uses, and it is consistent with the goals, policies and objectives expressed in the comprehensive plan. The Site is a suitable location for a church because it is adjacent to both commercial and residential uses and there will be no adverse impacts to surrounding uses. We look forward to this Application being scheduled for the necessary public hearings.

Sincerely,

/s/ Ryan Abrams

Ryan A. Abrams, Esq.

FOR THE FIRM

PROJECT DATA:

PROJECT DESCRIPTION:

THE PROPOSED PROJECT IS A SITE PLAN AND ADA UPGRADE TO AN EXISTING SITE TO ALLOW FOR ADDITIONAL PARKING FOR AN EXISTING CHURCH.

PROJECT INFORMATION:

OWNER: CHURCH OF JESUS CHRIST (APOSTOLIC) INC.

ADDRESS: 3330 KIRK RD.
VILLAGE OF PALM SPRINGS, 33461

FOLIO: 70-43-44-19-20-017-0070 &
70-43-44-19-20-017-0020 &
70-43-44-19-20-017-0080

LEGAL: SUB 19-44-43 N 100 FT OF S 300 FT OF TR 17
LESS W 50 FT / & SUB 19-44-43 S 112 FT OF W
109 FT OF E 169.09 FT OF N 352 FT OF TR 17 &
SUB 19-44-43 E 60 FT OF N 352 FT OF TR 17
(LESS N 290 FT)

FLOOD: FLOOD ZONE - 'X'

ZONING AND CODE INFORMATION:

ZONING: RM- RESIDENTIAL MULTI-FAMILY (70 -PALM SPRINGS)

OCCUPANCY: GROUP - A-3

CONSTRUCTION TYPE: III-B

CURRENT USE: 0100 SINGLE FAMILY

PROPOSED USE: CHURCH (PLACE OF WORSHIP)

FLORIDA BUILDING CODE:

FBC-2020 7th EDITION BUILDING CODE
FBC EC= FLORIDA BUILDING CODE ENERGY CONSERVATION 2020
NEC= NFPA 70 2014 EDITION, NATIONAL ELECTRICAL CODE
F5= FLORIDA STATUTES
FLORIDA FIRE PREVENTION CODE, 7TH EDITION
NFPA 101: LIFE SAFETY CODE 2014 EDITION
ACCESSIBILITY CODE: 2020 FLORIDA ACCESSIBILITY CODE

NOTE: ARCHITECT OF RECORD IS NOT RESPONSIBLE FOR ANY SURVEY/CIVIL
WORK AND/OR ANY SUCH DRAWINGS THAT ARE INSERTED INTO THIS SET AND/OR
LACK THERE OF. THIS INCLUDES BUT IS NOT LIMITED TO THE PROPOSED AND/
OR EXISTING CONDITIONS OF GRADING, PARKING, DRIVEWAYS, SEWER LINES,
DRAINAGE, FINISH FLOOR ELEVATIONS, PROPERTY LINE LOCATIONS, EXISTING
VEGETATION LOCATIONS, AND ETC. ALL FINISH FLOOR ELEVATIONS SHALL BE
CONFIRMED BY THE ADJUDICATING CITY OR A LICENSED CIVIL ENGINEER.

BUILDING DATA:

EXIST. 5F U.A.	2024 SF
EXIST. 5F U.C.	816 SF
BUILDING #1 TOTAL 5F U.A.	2840 SF (PROPOSED CHURCH IN EXIST. BLDG.)
EXIST. 5F U.A.	1024 SF
EXIST. 5F U.C. (GARAGE/STOR)	1732 SF
BUILDING #2 TOTAL 5F U.A.	2756 SF (EXIST. BUILDING, NO CHANGE)

SITE/LAND DATA:

REQUIRED EXISTING PROPOSED
TOTAL SITE AREA: LOT #1-.6713 / LOT #2-.2803 / LOT #3-.0838 = 1.0354 ACERS (45,102 SF) PER PAPA
TOTAL SITE AREA PER SURVEY: 45,582 SF * USED IN CALC.

MAX. HARDSCAPE (IMPERVIOUS):	55%	29.6% (13,513 SF)	41.4% (18,875 SF)
GREEN SPACE (PERVIOUS):	NA	70.4% (32,069 SF)	58.6% (26,707 SF)

PROPERTY DEVELOPMENT REGULATIONS:

Sec 34-766	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA:	15,000 SF	49,582 SF	49,582 SF
MIN. LOT WIDTH (INT):	80'	100.01'	100.01'
MIN. LOT WIDTH (CORNER):	100'	NA	NA
MIN. FRONTAGE:	80'	100.01'	100.01'
MIN. LOT DEPTH:	100'	330.03'	330.03'
MAX. LOT COVERAGE (BLDG):	40%	12.3% (5,596 SF)	12.3% (5,596 SF)
MIN. FRONT YARD:	25'	54.68'	54.68'
MIN. REAR YARD:	12.5'	64.74'	64.74'
MIN. SIDE YARD (SOUTH):	7.5'	39.59'	39.59'
MIN. SIDE YARD (NORTH):	7.5'	*1.5'	*1.5'

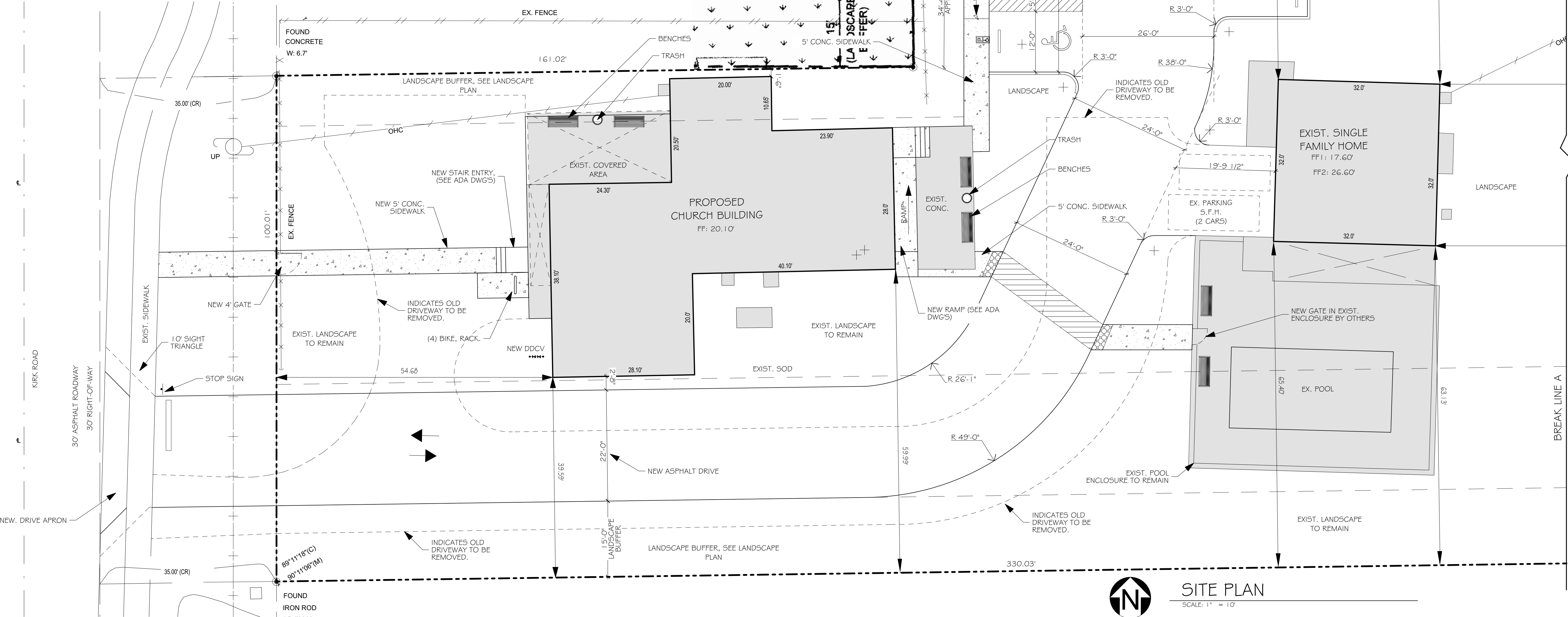
MAX. BLDG. HT.: 3 STORIES OR 35' 2 STORY EXISTING NO CHG.

PARKING DATA:

CHURCH:			
15P/4 SEATS; 58 SEATS/4=	14.5	0	20
SING FAMILY HOME 25P =	2	2	2
TOTAL 5P	16.5	4	22

*HANDICAP
* INCLUDED IN OVERALL PARKING SPACE COUNT

DRAWING ABBREVIATIONS	
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
L.A.E.	LIMITED ACCESS EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
S.B.	SETBACK
B.S.B.	BUILDING SETBACK
PROP. B.S.B.	PROPOSED BUILDING SET BACK
E.O.W.	EDGE OF WATER
L.B.E.	LANDSCAPE BUFFER EASEMENT
R.O.W.	RIGHT OF WAY
CB.	CATCH BASIN



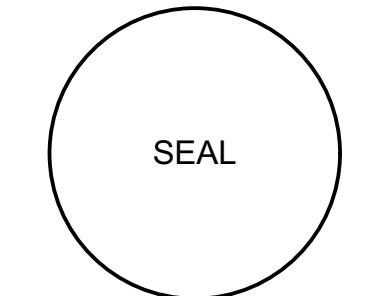
SITE PLAN

SCALE: 1" = 10'



STEVE SIEBERT
ARCHITECTURE

466 N. FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435
PH: 561.880.7894
Steve@stevesiebert.com
www.stevesiebert.com



STEVEN W. SIEBERT
FLORIDA AR0017834
NEW JERSEY 21A101517500
TEXAS 26934

CHURCH OF JESUS CHRIST
(APOSTOLIC) INC.
3330 KIRK RD.
VILLAGE OF PALM SPRINGS, FL 33461

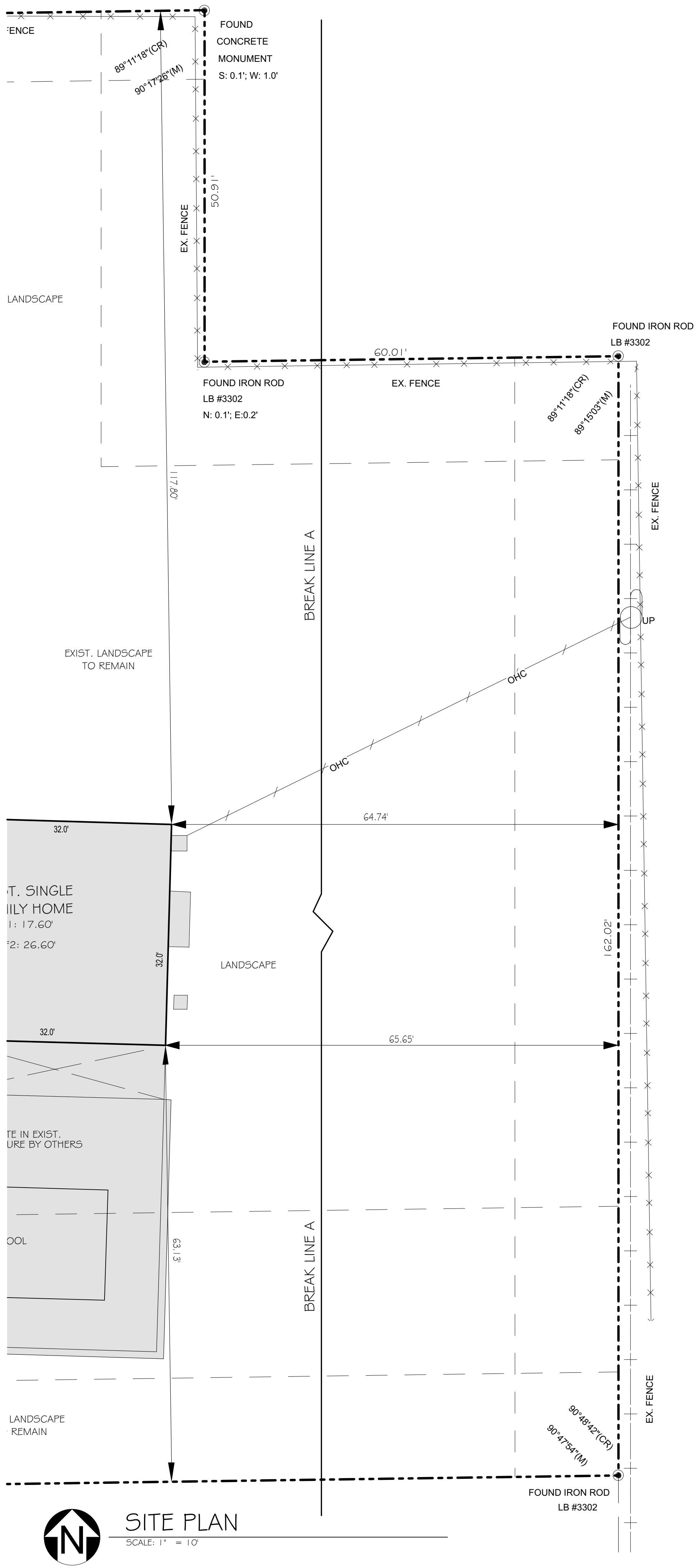
S.P.A.

THE WRITTEN DIMENSIONS ON
THESE DRAWINGS SHALL TAKE
PRECEDENCE OVER SCALED
DIMENSIONS.
THE CONTRACTOR SHALL VERIFY
AND BE RESPONSIBLE FOR ALL
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PROJECT NO: 21-393
DATE: 2.28.22
DRAWN BY: BT
CHECKED BY: S.S.
REVISIONS:
CITY COMMENTS (08.10.22)

SITE PLAN

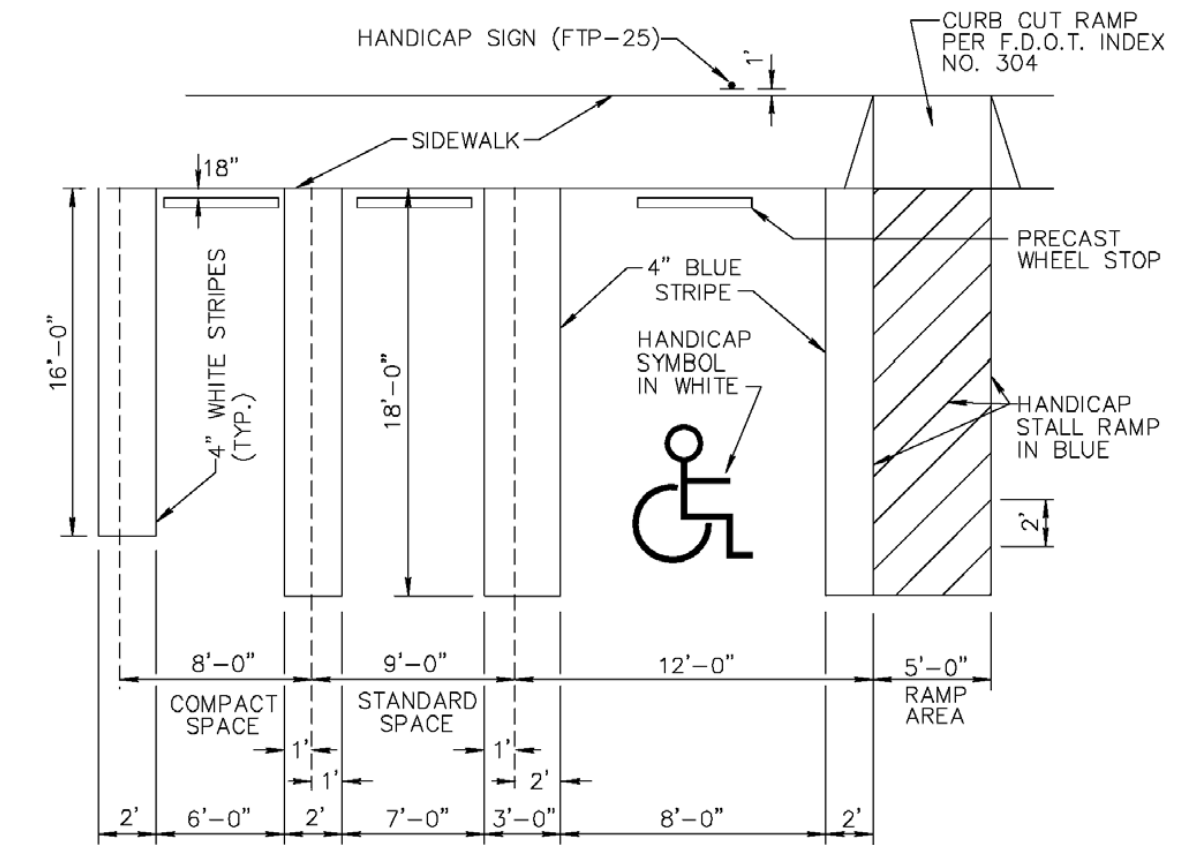
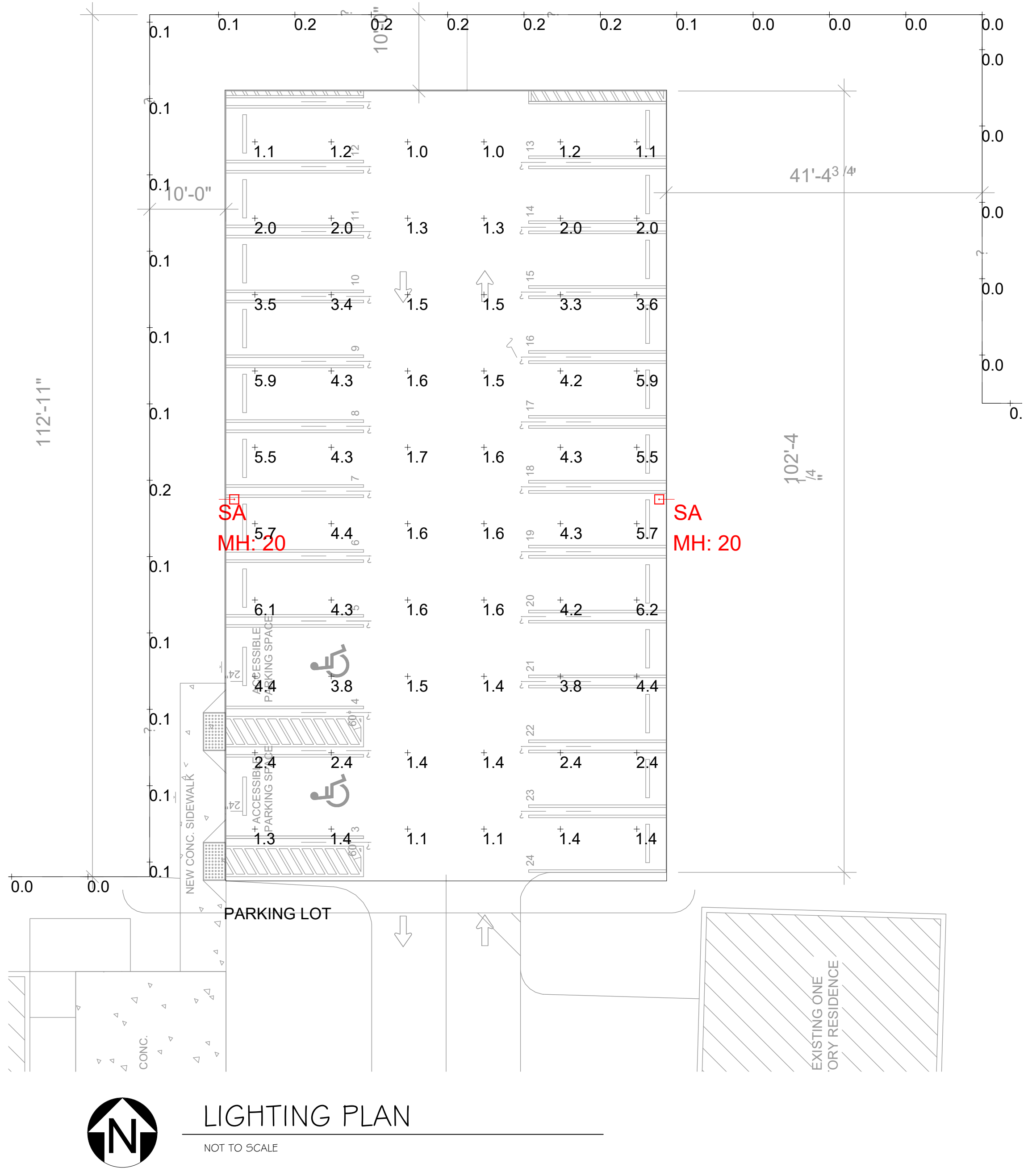
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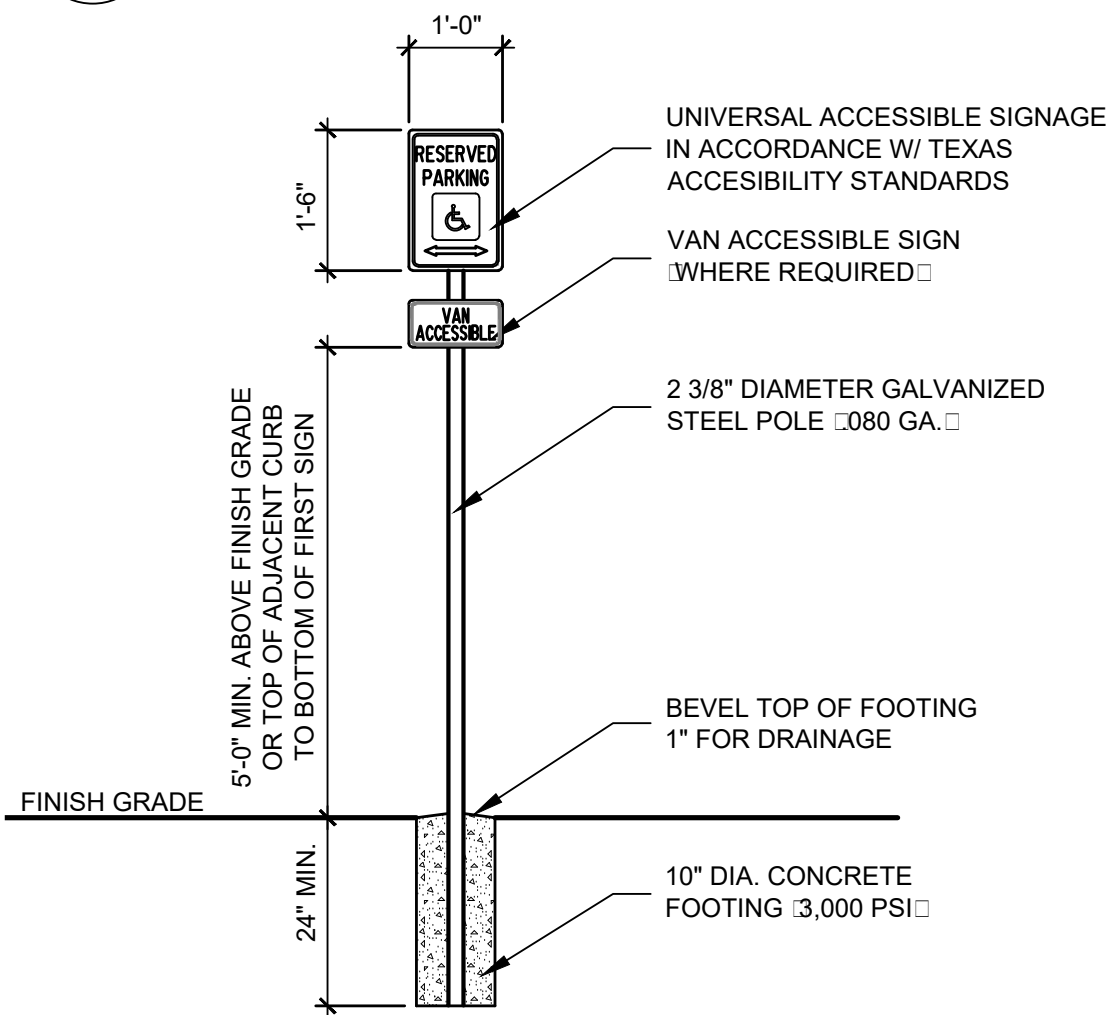
Church of Jesus christ apostolic										
LIGHTING FIXTURE SCHEDULE										
TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	WATTS	DIMMING	MOUNTING	REMARKS	
SITE										
SA	SITE LUMINAIRE	LUMARK	PRV-C25-D-UNV-T2-SA-BZ-HSS / MA1010-XX	UNV	LED	96	0-10V	20POLE	NOTE 1	
SB	SITE LUMINAIRE	LUMARK	PRV-C15-D-UNV-T2-SA-BZ-HSS / MA1010-XX	UNV	LED	52	0-10V	15POLE	NOTE 2	
FIXTURE SCHEDULE NOTES										
NOTE 1: MOUNTED ON VALMONT 20' ALUMINIUM POLE (#R1908-40608T4-P2-COOPER FINISH)										
NOTE 2: MOUNTED ON VALMONT 15' ALUMINIUM POLE (#R1508-40608T4-P2-COOPER FINISH)										
FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT CHRISTOPHER GODFREY @ LIGHTING DYNAMICS - (954) 405-7046										

Photometrics Calculation Software Generated Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	LLF	Lum. Watts	Arr. Watts
	1	SB	Single	6551	6551	0.900	52	52
	2	SA	Single	12145	12145	0.900	96	96

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	2.78	6.2	1.0	2.78	6.20
PARKING LOT 2	Illuminance	Fc	2.98	5.5	1.0	2.98	5.50
PROPERTY LINE @ 6' AFG	Illuminance	Fc	0.03	0.2	0.0	N.A.	N.A.

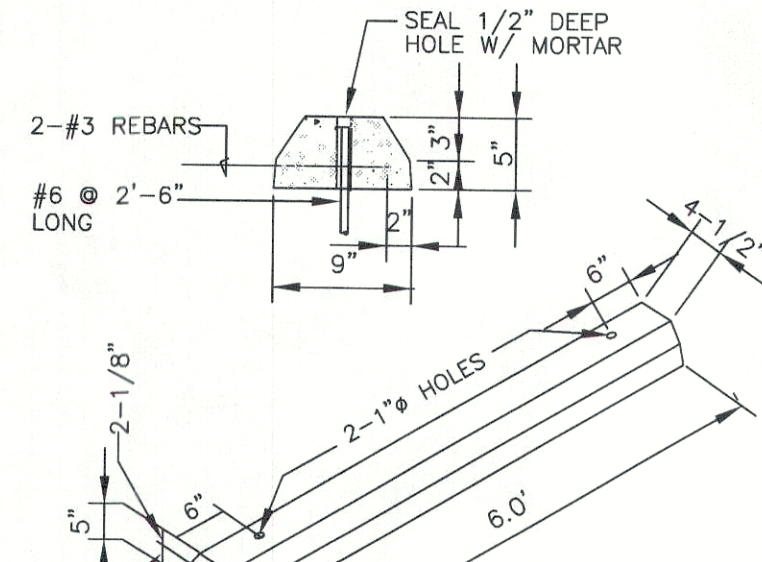


1 PARKING DETAIL



2 ADA SIGN DETAIL

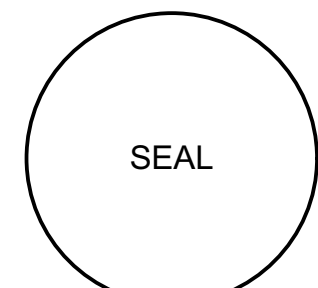
NOT TO SCALE



3 WHEEL STOP DETAIL



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ARCHITECTURE**
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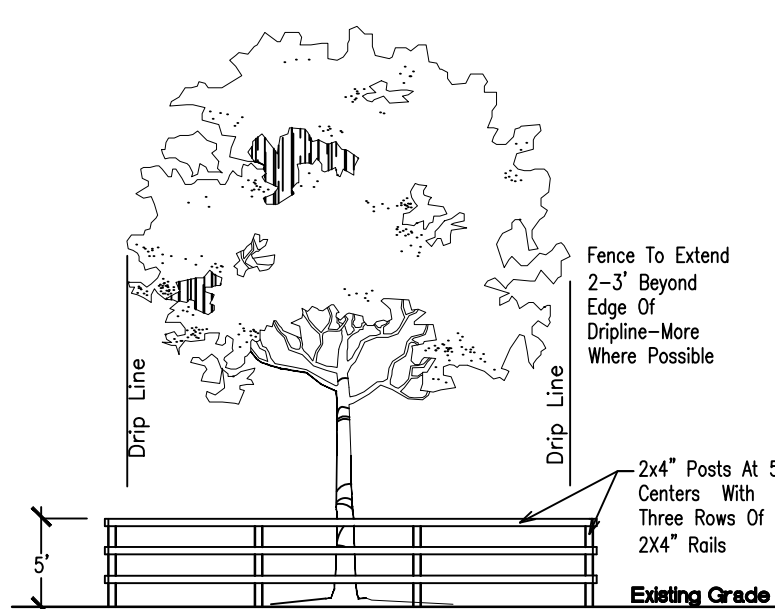
CHURCH OF JESUS CHRIST
(APOSTOLIC) INC.
3330 KIRK RD.
VILLAGE OF PALM SPRINGS, FL 33461

S.P.A.

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PROJECT NO: 21-393
DATE: 2.28.22
DRAWN BY: BT
CHECKED BY: S.S.
REVISIONS:
CITY COMMENTS (08.10.22)

SITE PLAN DETAILS &
PHOTOMETRIC PLAN
SP1.2

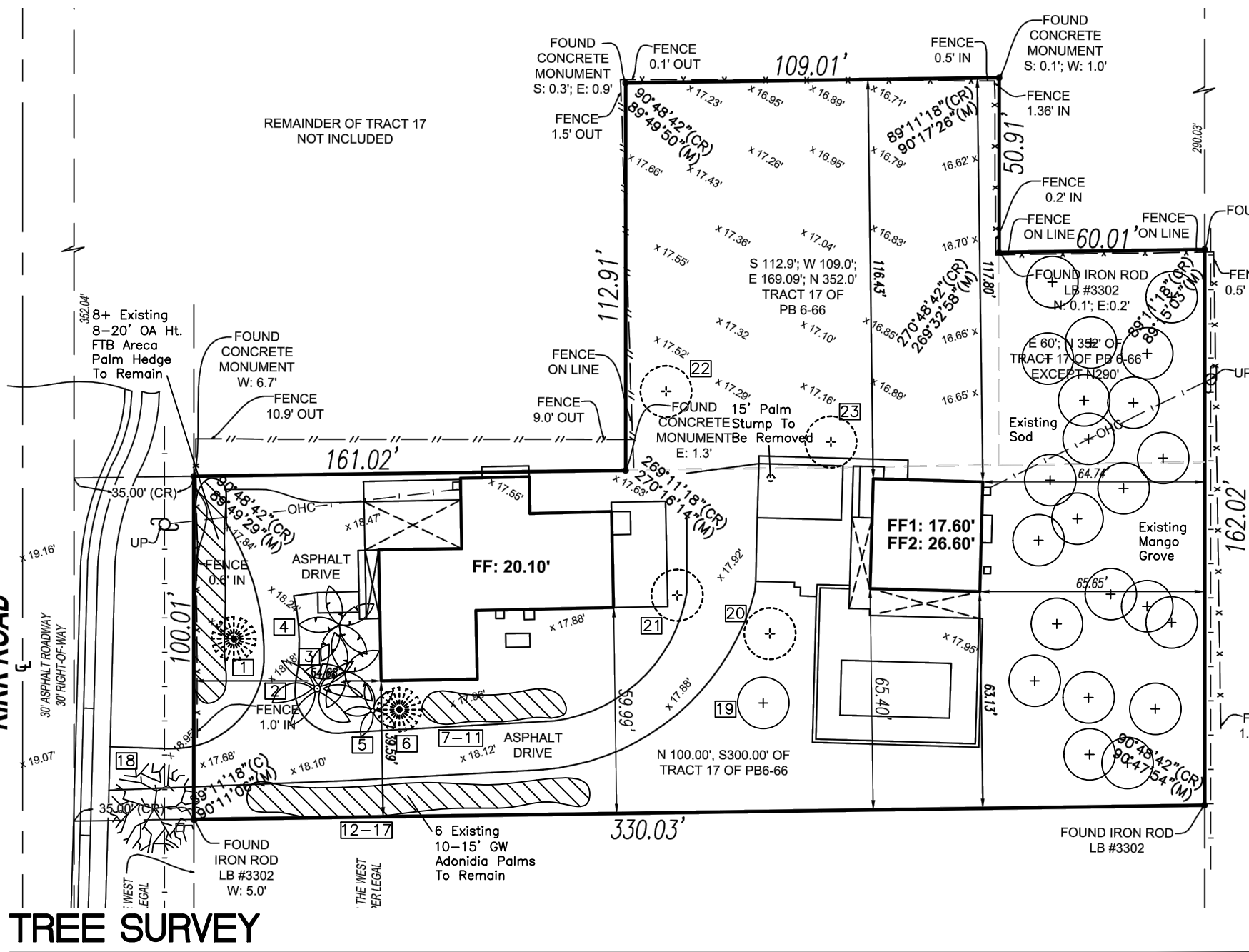
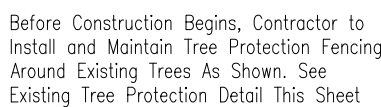


NOTE: From The Start And Throughout The Duration Of The Project, Contractor To Install A Wood Fence Barrier To Form A Continuous Circle Around The Tree Or All Existing Trees To Remain.

Contractor Shall Take Extra Care During Earthwork And Utility Operations To Protect All Existing Trees And Shall Be Responsible To Replace Any Damaged Trees During Construction.

EXISTING TREE PROTECTION DETAIL

NTS



TREE SURVEY

SCALE 1"=40'

Existing Tree List													
ISA Guide for Plant Appraisal, 9th Edition													
Case/Location: 3330 Kirk Road, Palm Springs, FL													
Date: 2/5/2022													
Appraiser: Thomas White, ASLA-ISA													
ISA Arborist FL-5248A													
Tree #	Species (Botanical Name / Common Name)	Ht. x Spr.	Class	Rating %	=	DBH Caliper (in inches)	X (Condition)	Condition %	=	Caliper Removed	Replacement Value per ISA (\$50 per inch)	Recommendation	
18	Coccoloba uvifera / Seagrape	25x25'	A	100	1.00	48	Very Very Poor	0.05	2.40	\$156		To Be Removed (a)	
19	Eriobotrya japonica / Loquat	20x20'	B	80	0.80	8	Fair	0.32	0.00	\$0		To Remain	
20	Manilkara zapota / Sapodilla	25x25'	C	60	0.60	25	Fair	0.45	6.75	\$439		To Be Removed	
21	Mangifera indica / Mango	30x20'	C	60	0.60	14	Very Poor	0.09	0.76	\$49		To Be Removed	
22	Mangifera indica / Mango	20x20'	C	60	0.60	10	Poor	0.22	1.32	\$86		To Be Removed	
23	Mangifera indica / Mango	20x30'	C	60	0.60	14	Poor	0.22	1.85	\$120		To Be Removed	
(a)	Severely HR due to utility line clearance and 40-50% trunk decay, potential public hazard										13.07	\$850	
Condition:													
	Specimen	100-80	%	Caliper Removed Formula = Rating % x DBH Caliper x Condition %.									
	Good+Healthy	79-60	%										
	Fair	59-40	%										
	Poor	39-20	%										
	Very Poor	19-1	%										
	Dead-Cull-Invasive	0		Abbreviations:									
				DBH	Diameter Breast Ht., 4.5' Above Grade								
				FTB	Full to Base								
				GW	Grey Wood								
				HR	Hat Racked								
				ISA	International Society of Arboriculture								
Class	A	100%											
	B	80%											
	C	60%											

GENERAL PLANTING REQUIREMENTS

The plan takes precedence over the plant list.

2 Full business days before digging, call toll free 1-800-432-4770 Sunshine State One Call of Florida, Inc. Notification Center. For City of Fort Lauderdale Utilities call 1-954-828-8000. Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation. All existing utilities shown on the plans are to be considered approximate and should be verified by the contractor prior to the start of work operations.

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by Grades and Standards for Florida Nursery Trees and Plants.

All trees designated as single trunk shall have a single, relatively straight, dominant leader, proper structural branching and even branch distribution. Trees with bark inclusion, tipped branches, and co-dominant trunks will not be accepted. Trees with girdling, circling and/or plunging roots will be rejected.

All planting beds shall be free of all rocks 1/2" or larger, sticks, and objectionable material including weeds, weed seeds. All limerock shall be removed/cleaned down to the native soils. Planting soil 50/50 sand/topsoil mix shall be delivered to the site in a clean loose and friable condition and is required around the root ball of all trees and palms, the top 6" of all shrubs and ground cover beds. This soil can be tilled into the existing soil after the existing soil has been cleaned of all rocks, limestone and sticks. Recycled compost is encouraged as a soil amendment alternative. Sod 1.5-2" topsoil comes furnished.

All burlap, string, cords, wire baskets, plastic or metal containers shall be removed from the rootballs before planting. Remove all bamboo and metal nursery stakes. Remove all tagging tape.

All trees/palms shall be planted so the top of the root ball, root flare are slightly above final grade. Shrub material shall be planted such that the top of the plant ball is flush with the surrounding grade. It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All trees/palms shall be staked using biodegradable material. No wire, black strapping, or other synthetic material shall be used. Nailing into trees and palms for any reason is prohibited and the material will be rejected. Please refer to the planting details

All landscape areas shall be irrigated by a fully automatic sprinkler system with a minimum 100% coverage with all heads adjusted to 50% overlap. Each system shall be installed with an operational rain sensor and rust inhibitor.

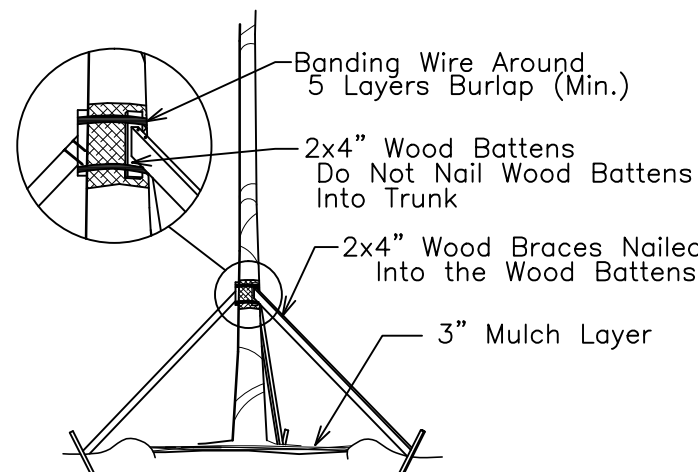
No fertilizers are required.

All landscape areas shall be covered with Pine Straw, Pine Bark, Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of two inches (2") of cover when settled. Spread mulch to 1" thickness 3" away from the trunks/stems of all plant material. All trees in sodded areas shall have a clean cut 4" diameter mulch ring. The 5-6" height water ring shall be made from mulch, not soil. Certain areas may receive a thicker mulch cover where noted on plans. Cypress, red, gold and green mulch is prohibited.

Please refer to the planting details for a graphic representation of the above notes.

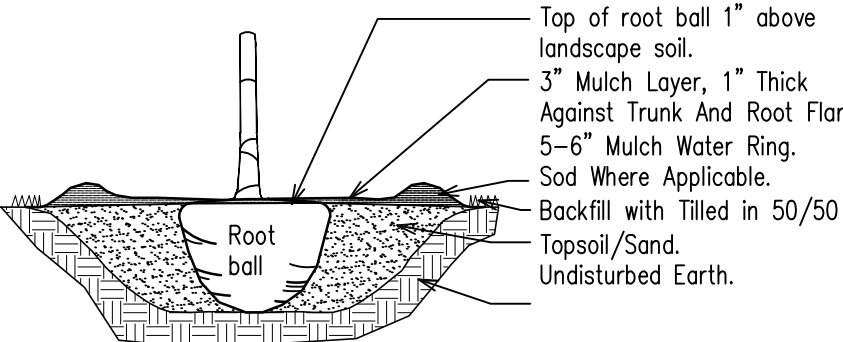
All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Thomas White, ASLA-ISA, AKA Land Art Planning & Design, LLC.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days after final acceptance by the owner or owner's representative.



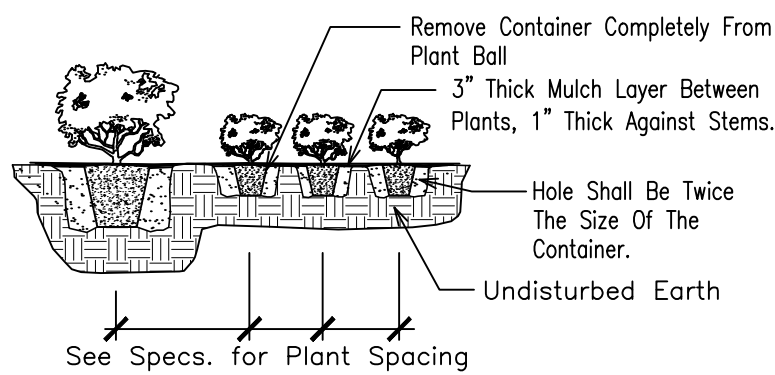
TREE/PALM BRACING DETAIL

NTS



TREE/PALM PLANTING DETAIL

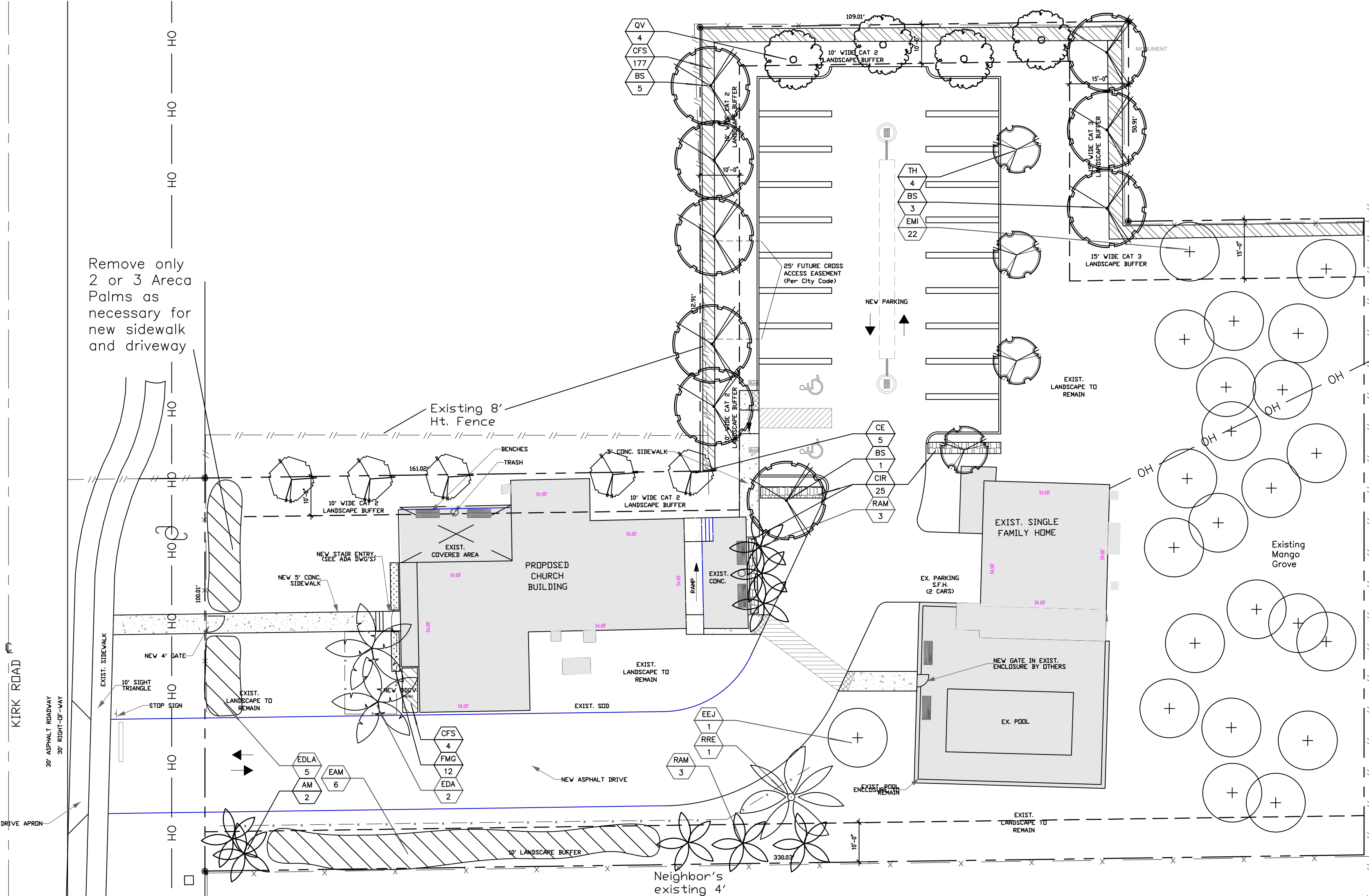
NTS



SHRUB PLANTING DETAIL

NTS

Remove only 2 or 3 Area Palms as necessary for new sidewalk and driveway



LANDSCAPE PLAN

SCALE 1"=20'

Existing Palm List						
Tree #	Species (Botanical Name / Common Name)	Height (In Feet)	GW (In Feet)	Condition	Recommendation	Replacement Value per ISA
1	Washingtonia robusta / Washington Palm	50	40	Good	To Be Removed	1 Palm
2	Dichosperma album / Princess Palm	20	15	Good	To Remain	0 Palm
3	Dichosperma album / Princess Palm	20	15	Good	To Remain	0 Palm
4	Roystonia regia / Florida Royal Palm	40	30	Good	To Be Relocated On-Site	0 Palm
5	Adonidia merillii / Christmas Palm	15	10	Good	To Be Relocated On-Site	0 Palm
6	Washingtonia robusta / Washington Palm	15	10	Good	To Be Removed	1 Palm
7	Adonidia merillii / Christmas Palm	15	10	Good	To Be Relocated On-Site	0 Palm
8	Adonidia merillii / Christmas Palm	15	10	Good	To Be Relocated On-Site	0 Palm
9	Adonidia merillii / Christmas Palm	15	10	Good	To Be Relocated On-Site	0 Palm
10	Adonidia merillii / Christmas Palm	15	10	Good	To Remain	0 Palm
11	Adonidia merillii / Christmas Palm	15	10	Good	To Remain	0 Palm
12	Adonidia merillii / Christmas Palm	15	10	Good	To Remain	0 Palm
13	Adonidia merillii / Christmas Palm	15	10	Good	To Remain	0 Palm
14	Adonidia merillii / Christmas Palm	15	10	Good	To Remain	0 Palm
15	Adonidia merillii / Christmas Palm	15	10	Good	To Remain	0 Palm
16	Adonidia merillii / Christmas Palm	15	10	Good	To Be Relocated On-Site	0 Palm
17	Adonidia merillii / Christmas Palm	15	10	Good	To Be Relocated On-Site	2 Palms

Village of Palm Springs				
Section 34-161(b)(2)	1 Tree Required Each 2,500 S.F. of Landscape / Impervious Area	Required	Provided	
	27,786 S.F. Impervious	11	11	
Section 34-161(c)(2)b.	VUA: 1 Tree Required Each 40 L.F. of VUA			
	195 L.F.	5	5	
Section 34-162	Landscape Buffers			
	North	10	10	
	NW	5	5	
	NE	3	3	
	Total	34	34	

PLANT LIST

Code	Drought	QTY.	Botanical Name / Common Name	Specifications
EXISTING TREES / PALMS				
EAM	V	6	Adonidia merillii / Christmas Palm	10-15' GW
EDA	V	2	Dichosperma album / Princess Palm	15' GW
EEL	V	1	Eriobotrya japonica / Loquat	20' OA Ht.
EMI	V	22	Mangifera indica / Mango	15-20' OA Ht.
RELOCATED PALMS				
RRE	(N)	1	Roystonia regia / Florida Royal Palm	30' GW
RAM	V	6	Adonidia merillii / Christmas Palm	10-15' GW
		29	Total Trees / Palms (AM, DA, WR Counted 3:1)	
PROPOSED TREES				
BS	(N)	9	Bursera simarubra / Gumbo Limbo	12' x 6', 2' Cal. DBH
CE	(N)	5	Conocarpus erectus / Green Buttonwood	12' x 6', 2' Cal. DBH
TH	V	4	Tabeaia heterophylla / Pink Trumpet Tree	12' x 6', 2' Cal. DBH
		18	Total Proposed Trees	
		14	Native Trees	
		78%	Native Trees	
ACCENTS / SHRUBS / GROUND COVERS				
CFS	(N)	181	Cassia lava / Small Leaf Clusia	7 Gal., 36"x24", 30" OC
CIR	(N)	25	Chrysobalanus icaco / Red Tip Cocoplum	3 Gal., 24"x24", 24" OC
EDLA	V	5	Dypsis lutescens / Areca Palm	8-20' OA Ht.
		211	Total Shrubs	
		206	Native Shrubs	
		98%	Native Shrubs	
GROUND COVERS / SOD				
FMG	V	12	Ficus microcarpa / Green Island Ficus	3 Gal., 16" Spr., 24" OC
Sod	M		S.F. Stenotaphrum secundatum / St. Augustine 'Palmetto'	Solid application
	(N)		Florida Native Plant Species	No gaps between seams
	M		Moderate Drought Tolerance	
	V		Very Drought Tolerant	
MITIGATION TREE & PALM LIST				
QV	(N)	V	4 Quercus virginiana / Live Oak	12-14' x 6', 3.5' Cal. DBH
			Total Caliper Added	14
			Total Caliper Removed	13.07
			Caliper Deficiency	0
AM	V	2	Adonidia merillii / Christmas Palm	8' CT Min., Sng. Trunk
			Total Palms Added	2
			Total Palms Removed	2
			Palms Deficiency	0
		53	Total Site Trees / Palms	

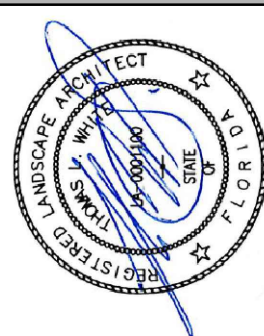
3330 KIRK ROAD SITE PLAN INFORMATION				
Current Zoning Designation: RM - Res Sng. Family (70 Palm Springs)				
Current Land Use Designation: 0100 Single Family				
Gross Site Area:	49,040 Sq. Feet	=	1.13 Acres	
Buildings Area:	2,840 Sq. Feet	=	5.8%	
Driveways / Walkways / Pads	18,414 Sq. Feet	=	37.5%	
Total Impervious Areas:	21,254 Sq. Feet	=	43.3%	
Total Pervious/Landscape Area:	27,786 Sq. Feet	=	56.7%	

THOMAS WHITE, ASLA-ISA
LANDSCAPE ARCHITECT, LEED GREEN
ASSOCIATE, CERTIFIED ARBORIST,
2800 NE 27th AVENUE
FORT LAUDERDALE, FLORIDA 33306
tcwhite@bellsouth.net
954-253-2265

REVISIONS

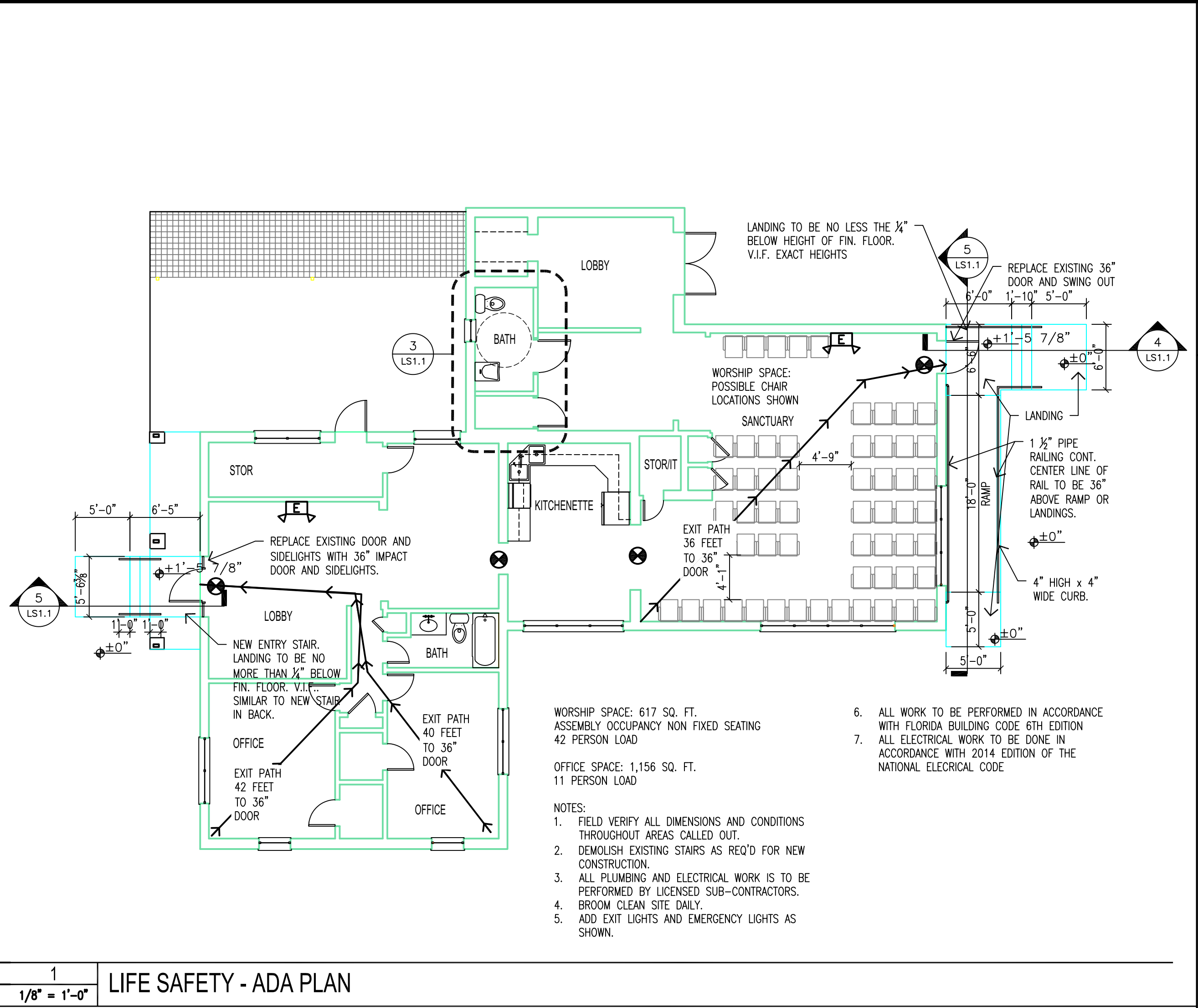
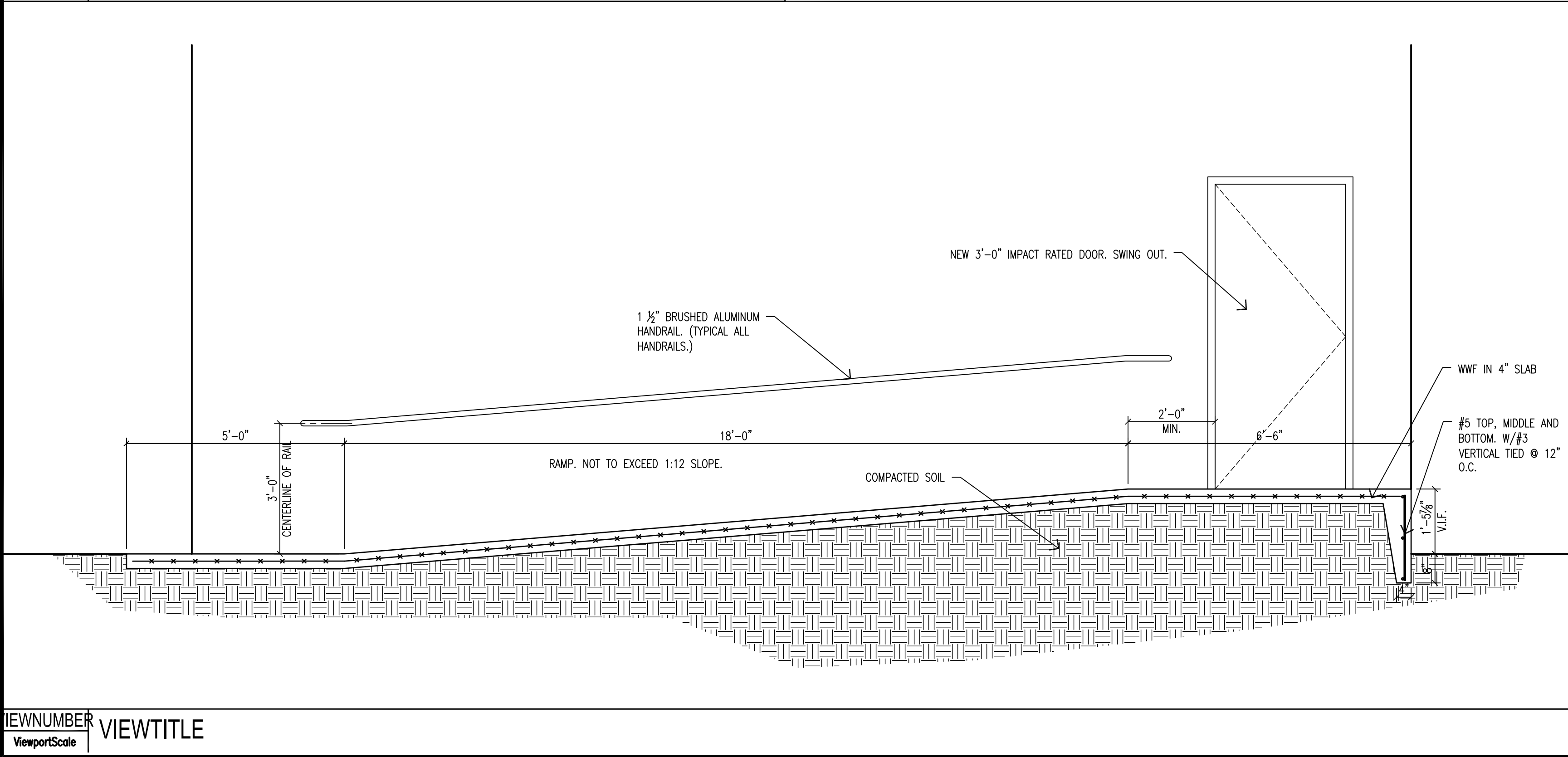
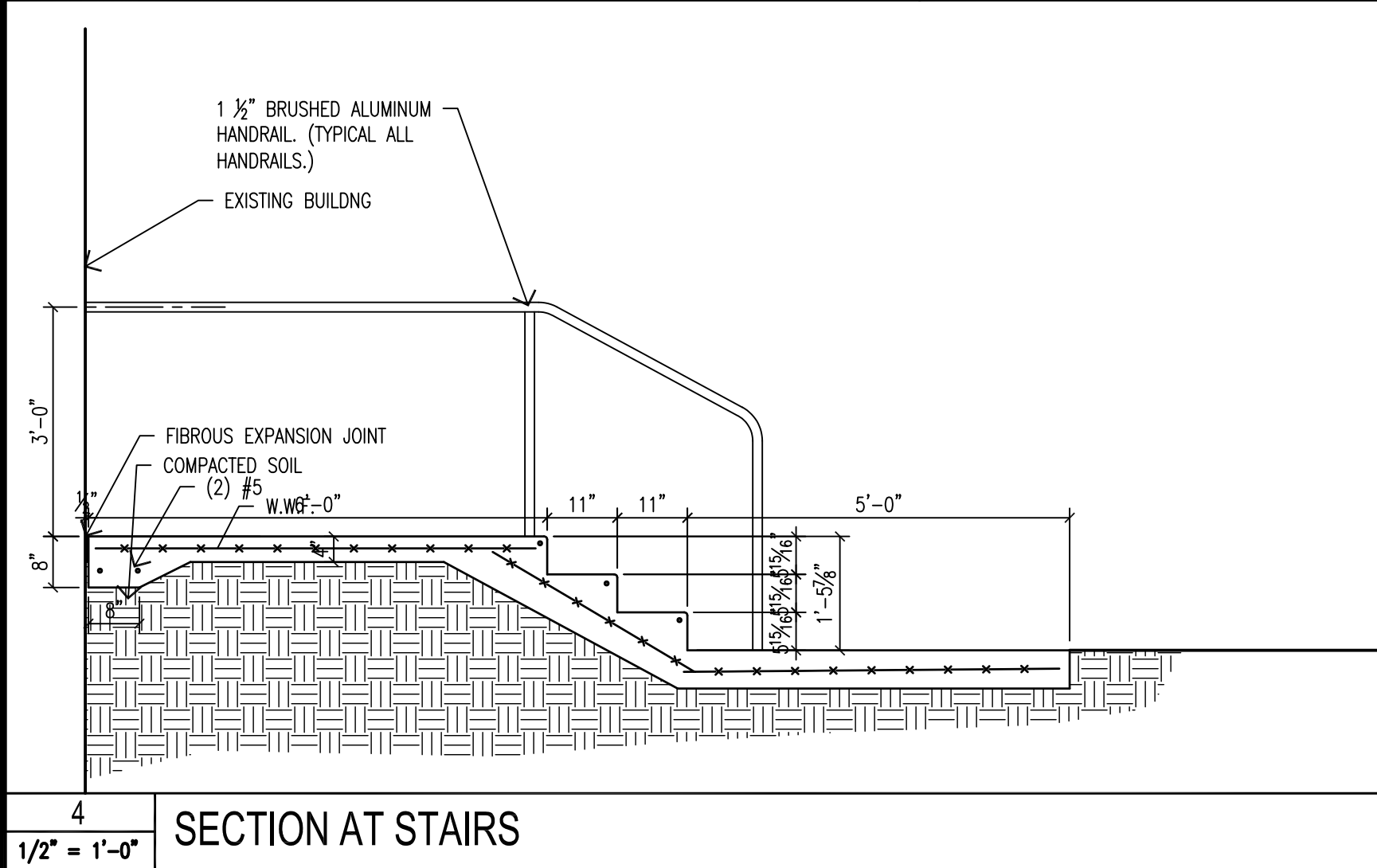
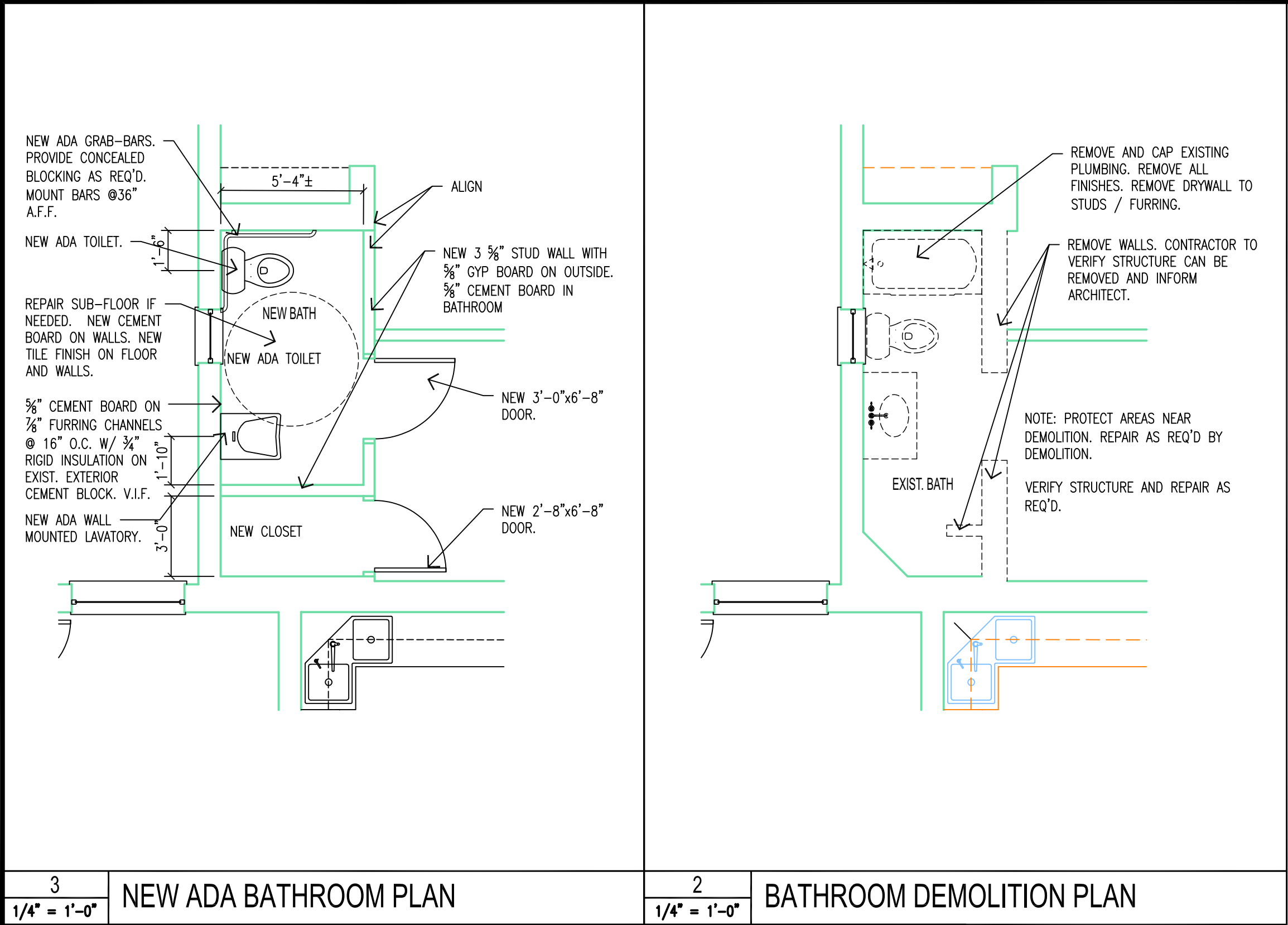
8-10-2022: Per City
Comments
9-2-2022: 25' Cross
Access Easement Added

Tree Survey / Landscape Permit Plan
Church of Jesus Christ Apostolis, Inc.
3330 Kirk Road
Palm Springs, Florida 33461



DRAWN:
TW
CHECKED:
TW
DATE:
12-20-2021
SCALE: As Shown

Sheet No.
L-1
Sheet 1 Of 1



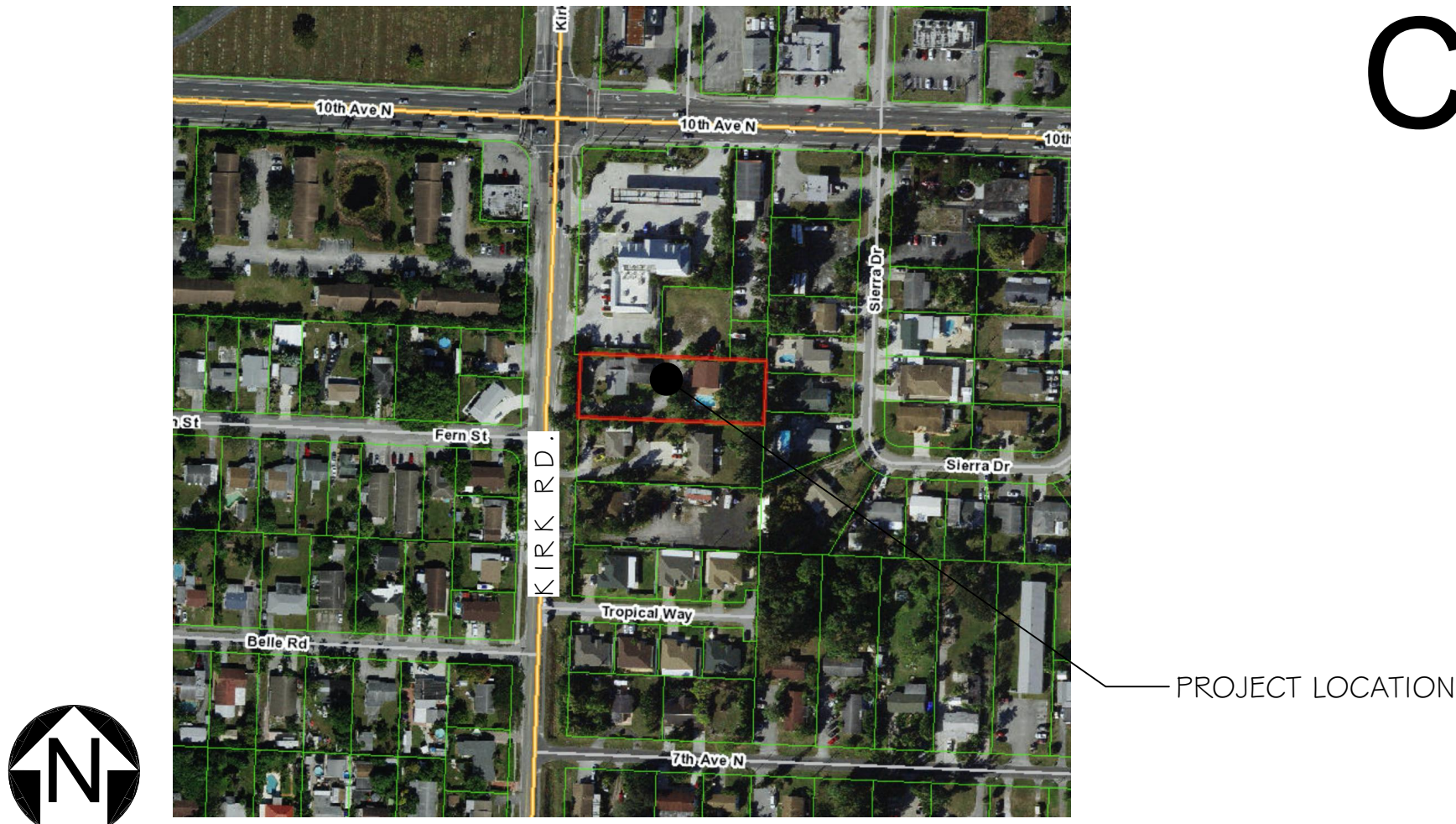
MNArchitects
architecture | interiors | planning

Life Safety Renovation
for
CHURCH OF JESUS
CHRIST APOSTOLIC INC

3330 KIRK RD
Palm Springs, FL ----

Mark	Description	Date	By
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MICHAEL NELSON ASSOCIATES ARCHITECTS LLC 255 Evernia St. #921 West Palm Beach FL 33401 TEL. 561 301 1030			
		MICHAEL NELSON FLORIDA REGISTERED ARCHITECT REGISTRATION # AR 0012832	
Drawn JL	Scale AS NOTED		
Checked MN	Date 12/17/2020		
Title LIFE SAFETY - ADA RENOVATIONS PLAN			
Project No. 2020-015		Drawing No. LS1.1	

LOCATION MAP:



CHURCH OF JESUS CHRIST (APOSTOLIC) INC.

3330 KIRK RD.
VILLAGE OF PALM SPRINGS, 33461

LIST OF DRAWINGS:

- CS.1 COVER SHEET
SP.1 SITE PLAN
LSI.1 LIFE SAFETY PLAN
C1.1 CIVIL PLAN
C2.0 CIVIL PLAN AND DETAILS
C3.0 CIVIL DETAILS
C4.0 CIVIL DETAILS

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ABBREVIATIONS:

@	AT	H.C.	HOLLOE CORE
ACT	ACOUSTICAL TILE	H.M.	HOLLOW METAL
ADJ.	ADJUSTABLE	H.V.A.C.	HEATING, VENTILATION, & AIR CONDITIONING
A.B.	ANCHOR BOLT	INSUL.	INSULATION
A.C.	AIR CONDITIONING	INV.	INVERT
AFF	ABOVE FINISH FLOOR	LAM.	LAMINATED
ALUM.	ALUMINUM	MAT.	MATERIAL
ALT.	ALTERNATE	M.C.	MECHANICAL CONTRACTOR
BD.	BOARD	M.H.	MAN HOLE
BLDG.	BUILDING	MLDG.	MOLDING
B.M.	BENCH MARK	MTL. MET.	METAL
BRG.	BRIDGING OR BEARING	MIN.	MINIMUM
C/C	CENTER TO CENTER	M.T.	METAL THRESHOLD
CL	CENTER LINE	N.I.C.	NOT IN CONTRACT
CAB.	CABINET	NO.	NUMBER
C.B.	CATCH BASIN	NOM.	NOMINAL
C.I.	CAST IRON	O.C.	ON CENTER
CER.	CERAMIC	OPG.	OPENING
CLG.	CEILING	O.W.	OPEN WEB
C.O.	CLEAN OUT	P.C.	PLUMBING CONTRACTOR
CONC.	CONCRETE	PL	PLATE
COORD.	COORDINATE	PT.	PRESSURE TREADED
COL	COLUMN	P.S.I.	POUNDS PER SQUARE INCH
CONT.	CONTINUOUS	R.A.	RETURN AIR
DET.	DETAIL	RM.	ROOM
DN.	DOWN	REQD	REQUIRED
DK.	DECK	REIN.	REINFORCING
D.S.	DOWN SPOUT	S.B.	SPALSH BLOCK
D.W.	DRY WALL	SCH.	SCHEDULE
DWG.	DRAWING	SEC.	SECTION
E.C.	ELECTRICAL CONTRACTOR	S.C.	SOLID CORE
EL. ELEV.	ELEVATION	SIM.	SIMILAR
ELEC.	ELECTRICAL	S.S.	STAINLESS STEEL
EX/EXIST	EXISTING	S.V.B.	STRAIGHT VINYL BASE
EXP.	EXPOSED OR EXPANSION	SPEC.	SPECIFICATION
F.E.	FIRE EXTINGUISHER	T.O.	TOP OF
F.F.	FINISHED FLOOR	T.O.F.	TOP OF FOOTING
FIN.	FINISH	T.O.P.	TOP OF PLATE
FLR.	FLOOR	T.O.S.	TOP OF STEEL
F.S.	FULL SIZE	TYF.	TYPICAL
F.T	FOOT OR FEET	THK.	THICK OR THICKNESS
FTG.	FOOTING	T&G	TOUNGUE AND GROOVE
G.C.	GENERAL CONTRACTOR	V.C.T.	VINYL COMPOSITION TILE
GL.	GLASS OR GLAZING	V.C.B.	VINYL COVE BASE
G.PT.	GLAZED PAINT	VIF	VERIFY IN FIELD
GYP.	GYPSUM	W/	WITH
H.B.	HOSE BIB	W.I.	WROUGHT IRON
HGT.	HEIGHT	WD.	WOOD
HRD'R	HARDENER	W.W.F.	WELDED WIRE FABRIC

WALL LEGEND:

	EXISTING CMU WALL
	EXISTING INTERIOR WALL
	EXISTING FIRE RATED PARTITION WALL
	CMU WALL
	CMU WALL, W/ ONE SIDE 1x PT FURRING & GYP SUM BOARD
	CMU WALL, W/ ONE SIDE 2x PT FURRING & GYP SUM BOARD
	CMU WALL, W/ ONE SIDE 1-5/8\"/>
	PARTITION WALL (PARTTY WALL)- CMU WALL, W/ 1-5/8\"/>
	PARTITION WALL (PARTTY WALL)- CMU WALL, W/ 2x PT FURRING & 5/8\"/>
	INTERIOR WALL
	INTERIOR FIRE RATED PARTITION WALL

ARCHITECTURAL SYMBOLS:

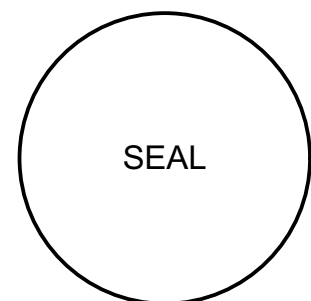
	REVISION MARKER		
	ELEVATION MARK		
	ROOM NUMBER		
	DOOR TAG- REFER TO DOOR SCHEDULE		
	WINDOW TAG- REFER TO WINDOW SCHEDULE		
	WALL DETAIL, REFER TO PARTITION DETAILS		
	FIXTURE TAG		
	SECTION LETTER		SECTION LETTER
	WALL SECTION		BUILDING SECTION
	DETAIL		

DESIGN TEAM:

OWNER:	LANDSCAPE:
CHURCH OF JESUS CHRIST (APOSTOLIC) INC. 3330 KIRK RD. WEST PALM BEACH FL 33406 ivana@martier.com	THOMAS WHITE, A5LA-ISA 1110 2600 NE 27TH AVE. FT. LAUDERDALE, FL 33306 (954) 253-2265 tcawhite@bellsouth.net
ARCHITECT:	
STEVE SIEBERT ARCHITECTURE 466 N. FEDERAL HIGHWAY BOYNTON BEACH, FL 33435 (561) 680-7894 STEVE@STEVESIEBERT.COM	
CIVIL:	
MCLEOD-MCCARTHY & ASSOCIATES 1655 PALM BEACH LAKES BLVD. SUITE 901 WEST PALM BEACH, FL 33401 (561) 689-9500 todd@mcleodmccarthy.com	



STEVE SIEBERT
ARCHITECTURE
466 N. FEDERAL HIGHWAY
BOYNTON BEACH, FL 33435
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Steve@stevesiebert.com
www.stevesiebert.com



STEVEN W. SIEBERT
FLORIDA AR0017834
NEW JERSEY 21A101517500
TEXAS 26934

CHURCH OF JESUS CHRIST
(APOSTOLIC) INC.
3330 KIRK RD.
VILLAGE OF PALM SPRINGS, FL 33461

S.P.A.

THE WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB, AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS.
COPYRIGHT STEVE SIEBERT ARCHITECTURE-UNAUTHORIZED REPRODUCTION OR ANY OTHER USE OF THIS DRAWING IS PROHIBITED.

PROJECT NO: 21-393
DATE: 2.28.22
DRAWN BY: BT
CHECKED BY: S.S.
REVISIONS:
CITY COMMENTS (08.10.22)

COVER SHEET

CS.1

ENGINEER'S NOTES:

PROPOSED STORM DRAINAGE STRUCTURES TABLE

INDEX OF SHEETS:

GOVERNING CODE

FLORIDA BUILDING CODE 2020

DATA

PRE DEVELOPMENT

TOTAL SITE AREA = 45,582.0 SQ.FT. - 1.05 AC
TOTAL IMPERVIOUS AREA = 13,513 SQ.FT. - 0.31 AC
TOTAL PERVIOUS AREA = 32,069 SQ.FT. - 0.74 AC
POST DEVELOPMENT
TOTAL SITE AREA = 45,582.0 SQ.FT. - 1.05 AC
TOTAL IMPERVIOUS AREA = 18,875 SQ.FT. - 0.43 AC
TOTAL PERVIOUS AREA = 26,707 SQ.FT. - 0.61 AC

PAVING, GRADING AND DRAINAGE NOTES:

1. CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE ALL STANDARDS AND SPECIFICATIONS OF THE WEST PALM BEACH, WEST PALM BEACH COUNTY HEALTH DEPARTMENT, DEERM SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SPWMD), AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE
2. ALL WORK TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF AND ACCEPTABLE TO WEST PALM BEACH COUNTY AND THE CITY OF LAKE WORTH.
3. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL. CONTRACTOR SHALL ALSO PROVIDE "AS-BUILT" GRADES CERTIFIED BY A REGISTERED LAND SURVEYOR AS REQUIRED BY WEST PALM BEACH COUNTY AND CITY OF LAKE WORTH.
4. IN THE EVENT OF FIELD DENSITY TEST FAILURES, THE CONTRACTOR SHALL REWORK THE BASE AND/OR SUBGRADE AS REQUIRED AND PROVIDE ADDITIONAL TEST(S), AS REQUIRED, AT HIS EXPENSE.
5. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988
6. ALL EXCAVATIONS SHALL COMPLY WITH OSHA'S EXCAVATION SAFETY STANDARDS AND FLORIDA'S TRENCH SAFETY ACT. CONTRACTOR SHALL FURNISH THE OWNER WITH WRITTEN ASSURANCE THAT HE WILL COMPLY WITH THESE REGULATIONS.
7. CONTRACTOR TO INVESTIGATE, CLEAN & MAINTAIN EXISTING DRAINAGE SYSTEMS. IF CONNECTION TO PROPOSED IS POSSIBLE INCLUDING ADDING EXTRA MH(S) CONTRACTOR SHALL MAKE EVERY EFFORT TO CONNECT.
8. BID PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS.

GENERAL NOTES:

1. EXISTING UNDERGROUND UTILITIES ON THE DRAWINGS HAVE BEEN SHOWN BASED UPON THE BEST AVAILABLE INFORMATION, THE CONTRACTOR SHALL BE REQUIRED TO MARK AND CLEARLY DELINEATE LOCATIONS OF EXISTING UTILITIES WITHIN AREAS OF WORK PRIOR TO EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO LOCATE, IDENTIFY AND MARK EXISTING UTILITIES BY FIELD VERIFICATION, COORDINATION WITH UTILITY COMPANIES AND ELECTRONIC OR OTHER SUCH DETECTION TECHNOLOGY AND MEANS AND SHALL BEAR ALL COSTS FOR THIS WORK.
2. THE CONTRACTOR MUST HAND EXCAVATE AROUND AREAS WHERE EXISTING UNDERGROUND UTILITIES ARE EXPECTED OR SUSPECTED IN ORDER TO AVOID DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION. CONTRACTOR SHALL LOCATE ALL SPRINKLER AND WATER LINES IN AREA OF WORK AND SHALL CUT AND RELOCATE SPRINKLER AND SPRINKLER WATER LINES AS NECESSARY TO COMPLETE THE WORK. REPAIR ALL SPRINKLER LINES DAMAGED DURING WORK. LOCATION OF SPRINKLER LINES AND HEADS WERE NOT PROVIDED TO THE ENGINEER AND THEREFORE ARE NOT SHOWN ON THE PLANS.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
4. IT IS THE OBLIGATION OF THE BIDDER OR THE CONTRACTOR TO MAKE HIS OWN INVESTIGATION AND SATISFY HIMSELF FULLY OF SUBSURFACE CONDITIONS PRIOR TO SUBMITTING HIS BID. FAILURE TO DO SO WILL NOT RELIEVE HIM OF HIS OBLIGATION TO COMPLETE THE WORK FULLY AND ACCEPTABLE TO THE ENGINEER AND THE OWNER FOR THE CONSIDERATION SET FORTH IN HIS BID.
5. CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM PRINTS FOR CONSTRUCTION PURPOSES.
6. CONTRACTOR SHALL CUT EXISTING WALKWAYS CAREFULLY, AND NEATLY WHERE PIPING CROSSES THESE LOCATIONS. CUT CONCRETE WALKS AT NEAREST EXISTING JOINTS, IF POSSIBLE REPLACE CUT OUT SECTIONS OF EXISTING CONCRETE WALKS AND CONSTRUCT NEW WALKWAYS TO MATCH EXISTING SURFACE LEVEL AND FINISH.
7. THE CONTRACTOR IS ALERTED OF THE PRESENCE OF OVERHEAD AND UNDERGROUND UTILITIES AND POLES IN THE AREA. THE METHOD OF INSTALLATION OF STRUCTURES AND PIPES IN THESE LOCATIONS MUST COMPLY WITH OSHA SAFETY STANDARDS. THE CONTRACTOR SHALL INSPECT THESE SITES AND BE RESPONSIBLE FOR DETERMINING WHAT METHOD OF PREPARATION AND INSTALLATION WILL BE USED TO COMPLY WITH THESE REQUIREMENTS.

SCOPE OF WORK:

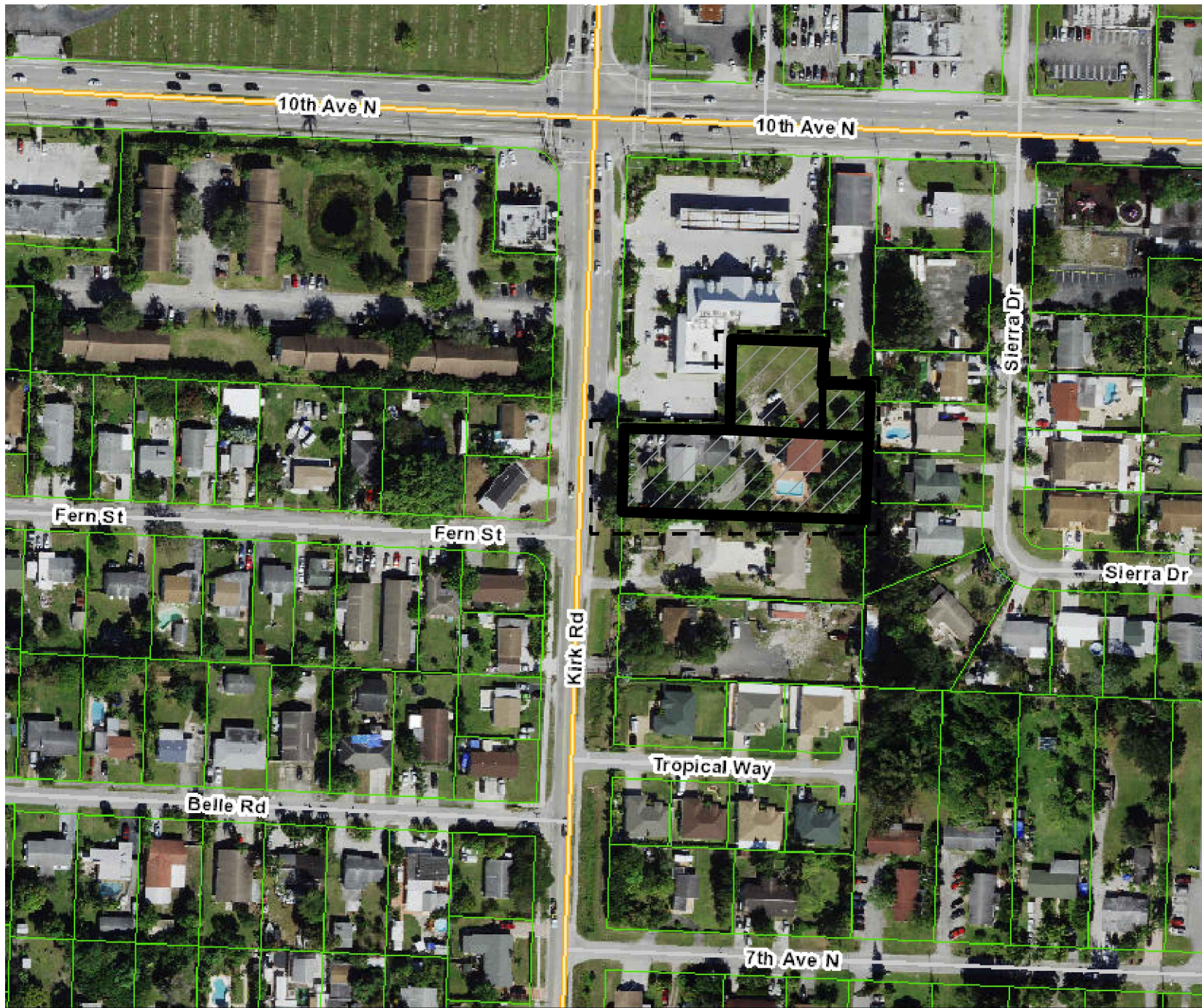
NEW PARKING LOT

- EARTHWORK
- EXCAVATION
- INSTALLATION OF STORMWATER DRAINAGE SYSTEM
- BACKFILLING AND COMPACTION OF NEW PARKING LOT
- ASPHALTIC CONCRETE PAVING
- CONCRETE PAVING OF SIDEWALKS, AND WHEEL STOPS
- INSTALL PAVEMENT MARKINGS

EXISTING ASPHALT REPAIRS

- REPAVING
- OVERLAYS
- PATCHING, AND POTHOLE REPAIR.
- RESURFACING
- INSTALL PAVEMENT MARKINGS

"TRENCH WORK SHALL COMPLY WITH THE
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY
STANDARDS, 29 C.F.R.S. 1926.650 SUBPART P".



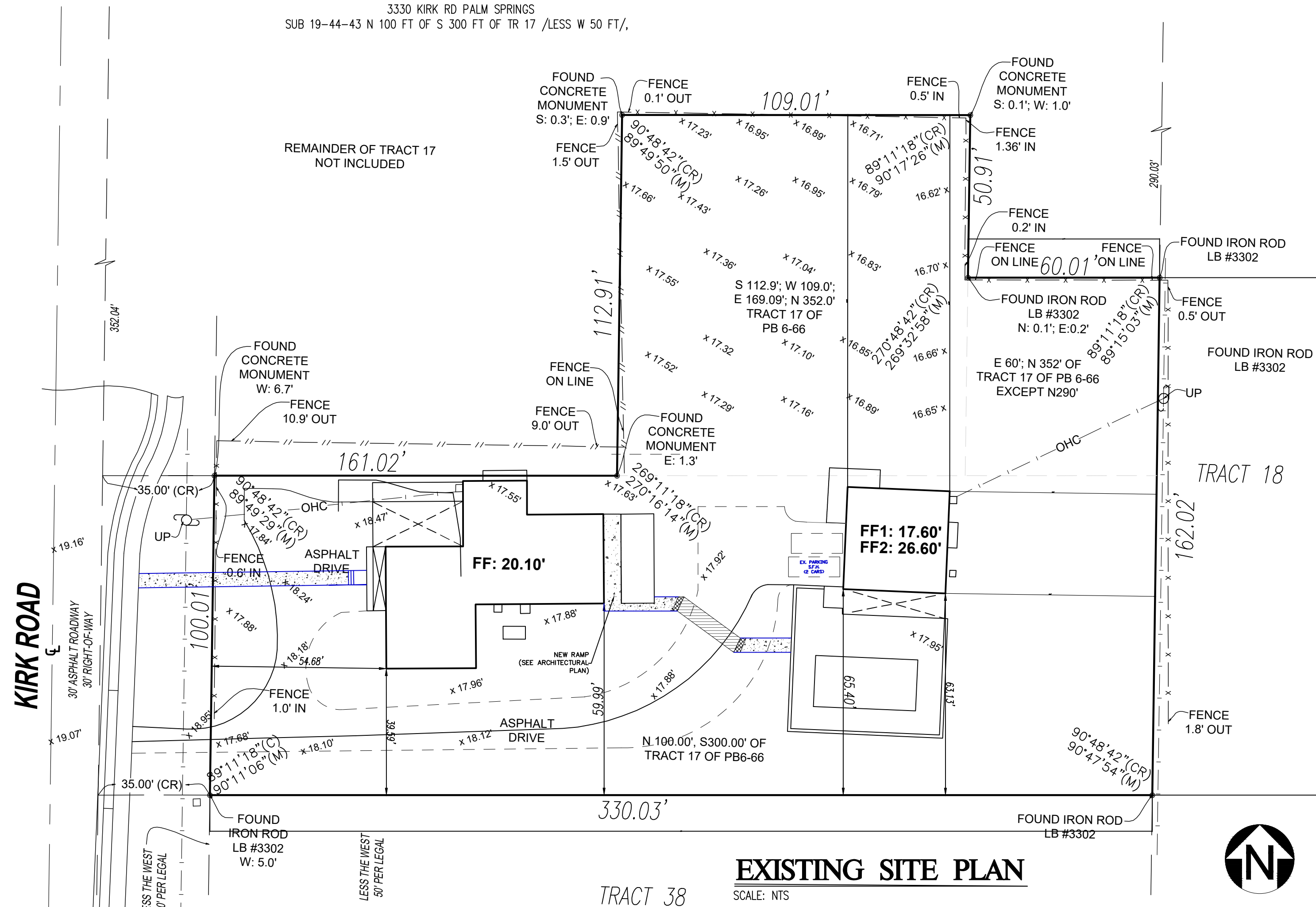
PARCEL # 70-43-44-19-20-017-0020
PARCEL # 70-43-44-19-20-017-0070
PARCEL # 70-43-44-19-20-017-0080

LOCATION MAP

SCALE: NTS

LEGAL DESCRIPTION

3330 KIRK RD PALM SPRINGS
SUB 19-44-43 N 100 FT OF S 300 FT OF TR 17 /LESS W 50 FT/



EXISTING SITE PLAN

SCALE: NTS

NOTE: ELEVATIONS ARE REFERRED TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig

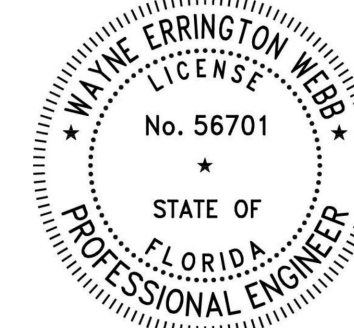
**Absolute
Civil
Engineering
Solutions LLC**

4121 SW 47TH AVENUE - SUITE 1319
DAVIE, FL 33314

NEW PARKING LOT AND NEW ASPHALT DRIVE
3330 Kirk Road, Palm Springs, FL 33461

COVER SHEET DRAINAGE STRUCTURE SCHEDULE AND NOTES

SEAL



DESIGNED BY:
V

DRAWN BY:

DATE: 02/02/22

REVISIONS	
COMMENTS	RESPONSE
DATE	DATE

3/16/22	5/20/22
---------	---------

5/31/22	7/13/22

1/15/22	6/30/22

--	--

JOB NUMBER

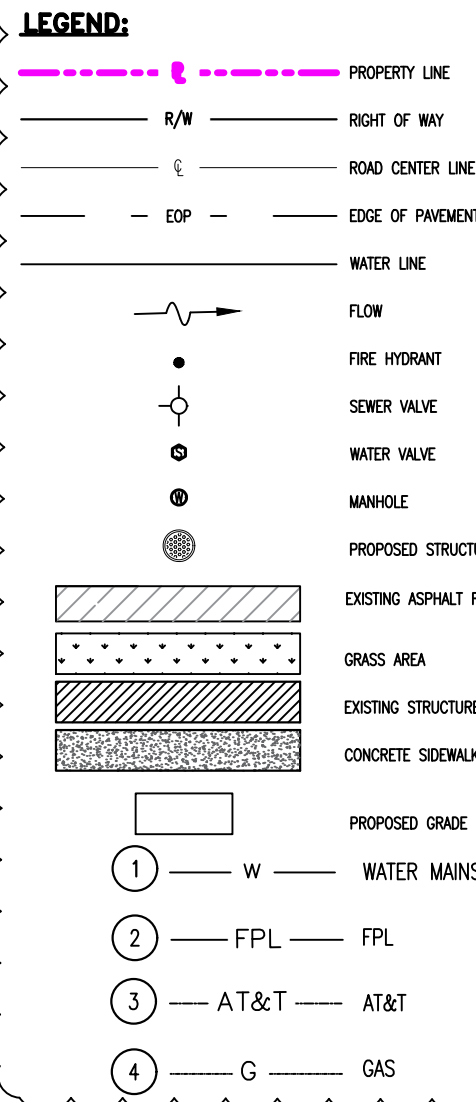
SHEET NUMBER

C1.0

KIRK ROAD

30' ASPHALT ROADWAY
30' RIGHT-OF-WAY

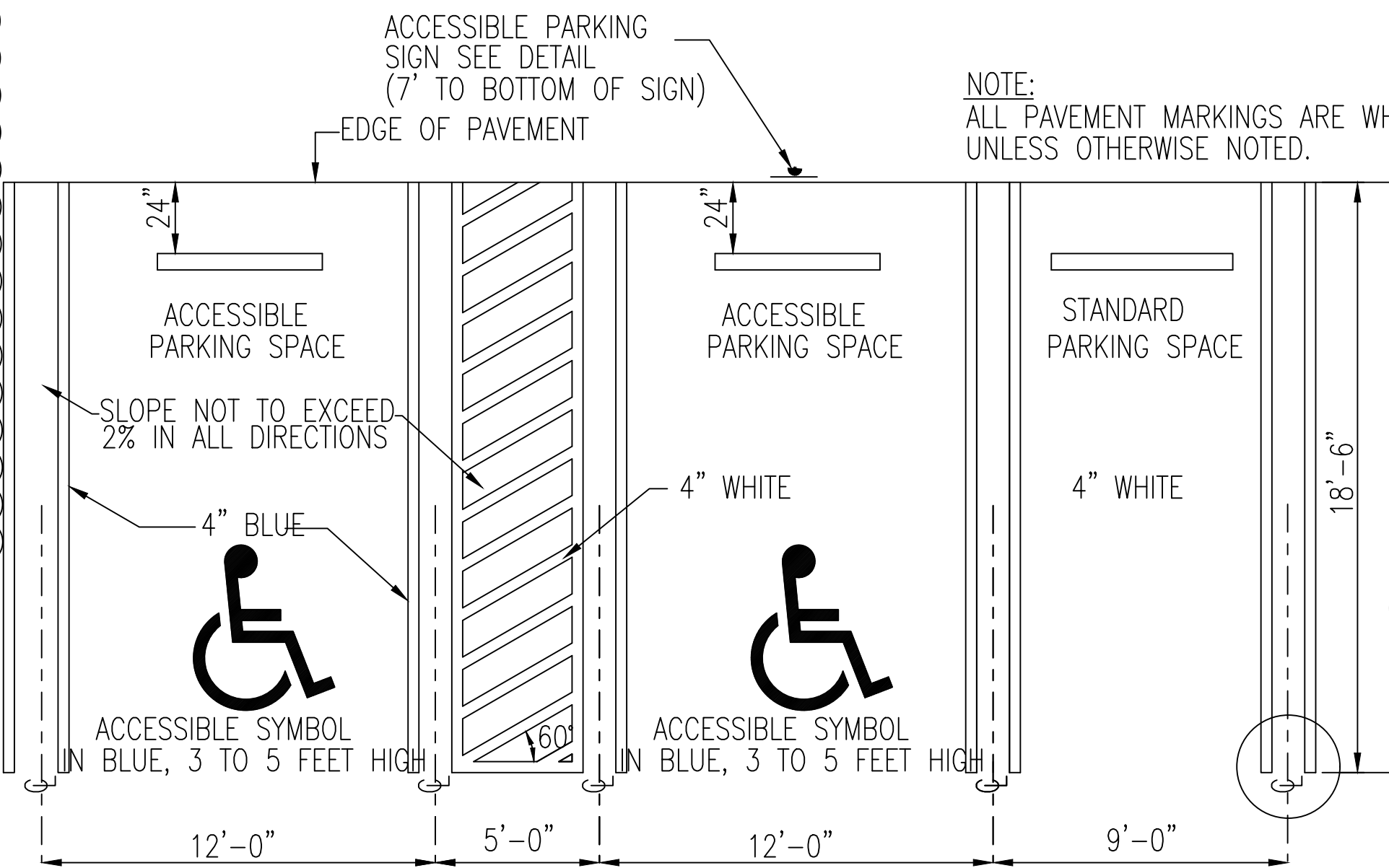
NEW DRIVE APRON



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NOTE:
ALL PAVEMENT MARKINGS ARE WHITE UNLESS OTHERWISE NOTED.

ACCESSIBLE PARKING SPACE DETAIL



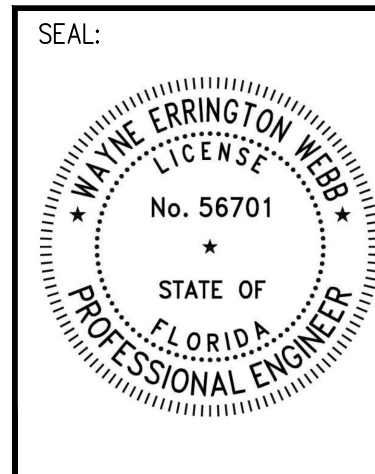
PROPOSED SITE PLAN, ASPHALT DRIVE AND NEW PARKING LOT

0 10' 20'

NOTE: ELEVATIONS ARE REFERRED TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988

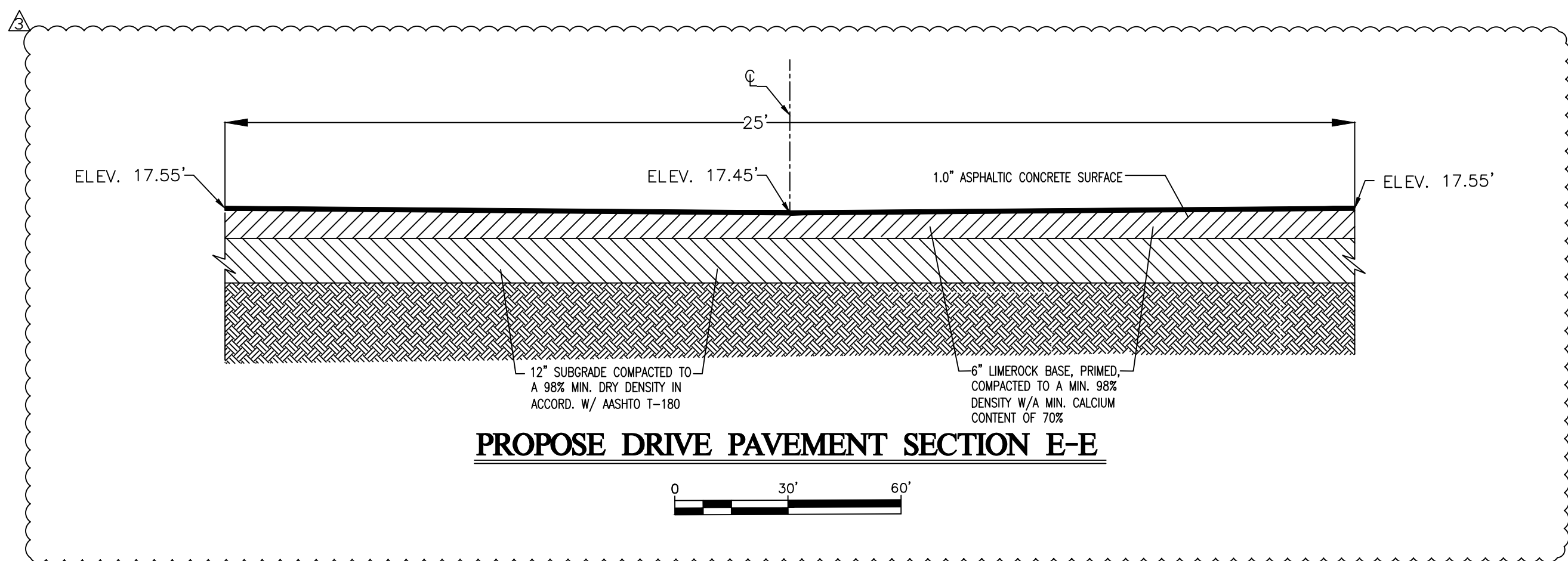
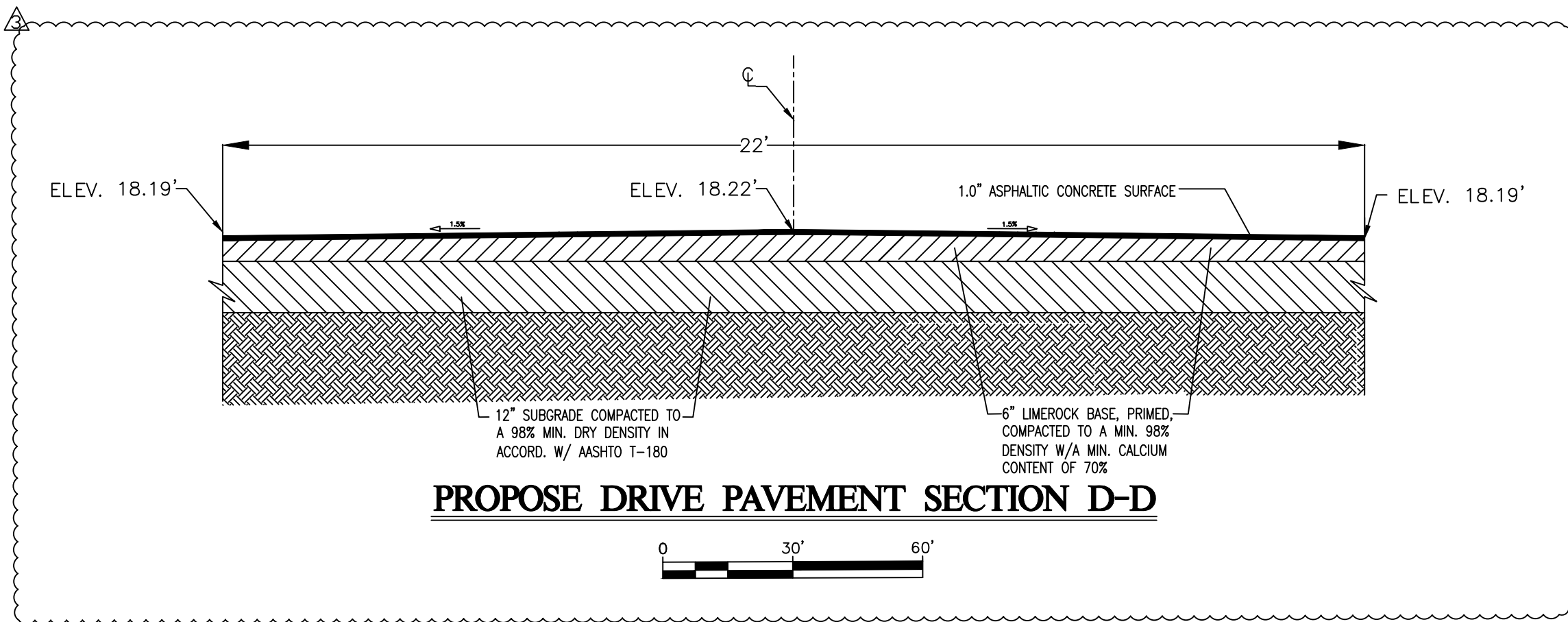
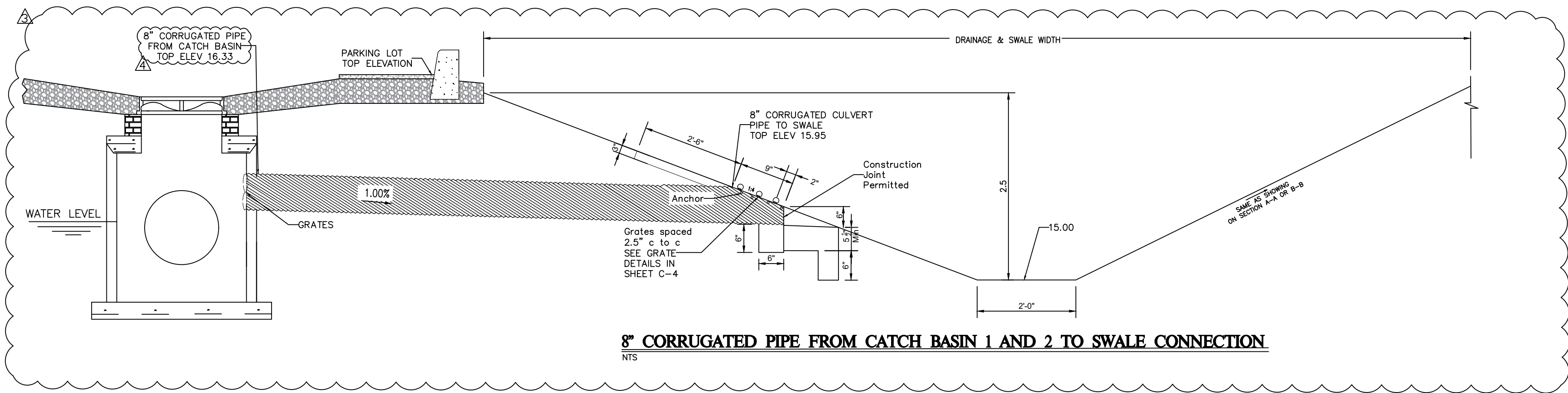
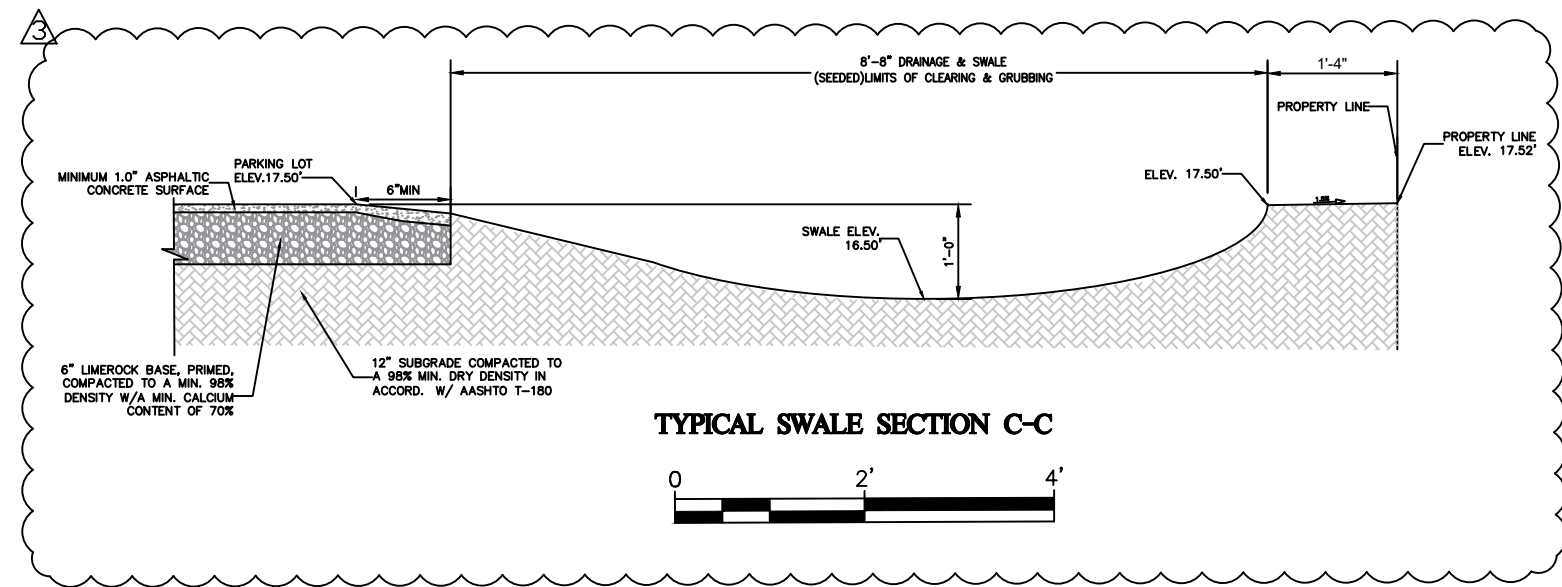
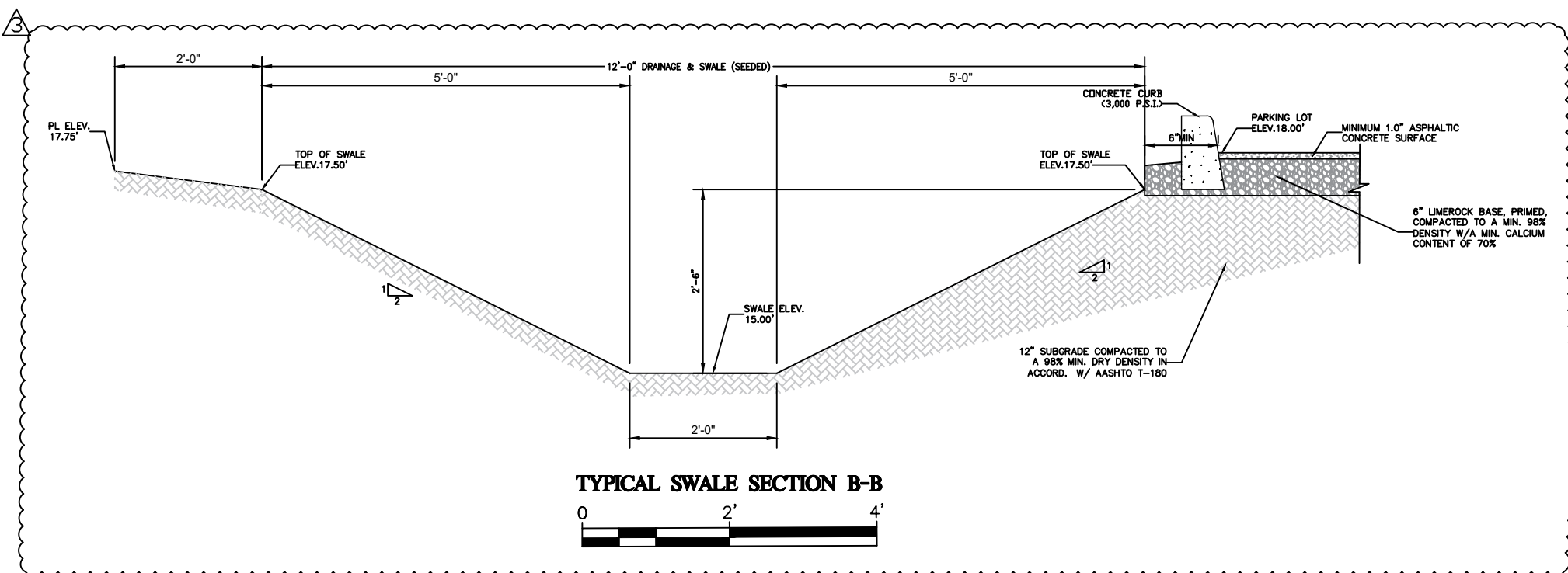
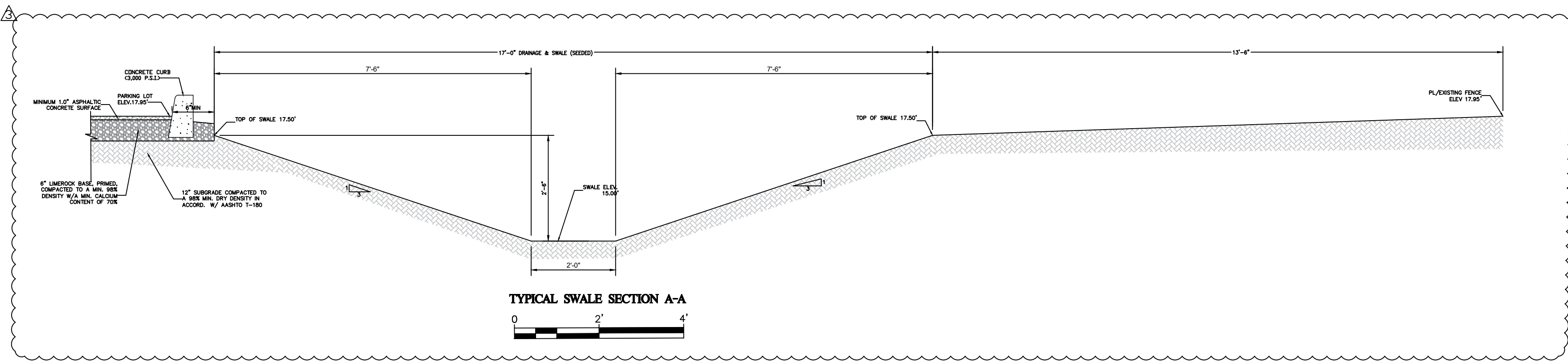
Absolute Civil Engineering Solutions LLC
4121 SW 47TH AVENUE - SUITE 1319
DAVIE, FL 33314

NEW PARKING LOT AND NEW ASPHALT DRIVE
3330 Kirk Road, Palm Springs, FL 33461
PROPOSED SITE PLAN, ASPHALT DRIVE AND NEW PARKING LOT



DESIGNED BY:	W. W.
DRAWN BY:	AS
DATE:	02/02/22
REVISIONS:	
COMMENTS	RESPONSE
DATE	DATE
3/16/22	5/20/22
5/31/22	7/13/22
7/18/22	8/01/22
JOB NUMBER:	
SHEET NUMBER:	C2.0

J:\ABSOLUTE 2021\Church of Jesus Christ\Drawings\Drawing Submitted 8.11.22\Civil 3330 Kirk Road Palm Springs 8.9.2022 no dis.dwg plotted by: alondson 15 Aug 2022 - 10:55am



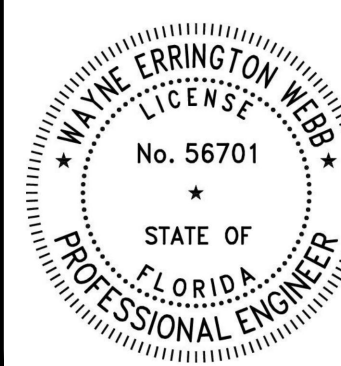
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

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4121 SW 47TH AVENUE - SUITE 1319
DAVIE, FL 33314

NEW PARKING LOT AND NEW ASPHALT DRIVE
3330 Kirk Road, Palm Springs, FL 33461
GRADING AND DRAINAGE

SEAL:



DESIGNED BY:
W. W.

DRAWN BY:
AS

DATE:
02/02/22

REVISIONS:	
COMMENTS	RESPONSE DATE
3/16/22	5/20/22
5/31/22	7/13/22
7/18/22	8/01/22

JOB NUMBER:

SHEET NUMBER:

C3.0

STORMWATER POLLUTION PREVENTION PLAN

1.

TREE PROTECTION AND PRUNING SHALL BE ACCOMPLISHED AS DETAILED IN SPECIAL PROVISIONS, THE CONSTRUCTION PLANS, AND OR PER TREE ORDINANCE 12636.
2.

THE STORM WATER POLLUTION PREVENTION PLAN, SWPPP, SUBMITTED TO PUBLIC WORKS, SHALL DESCRIBE IN DETAIL HOW THE CONSTRUCTION EFFORT WILL BE PHASED WITH REGARDS TO MINIMIZING EROSION PROBLEMS BY THE USE OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES, FOR THE VARIOUS SEQUENCES OF CONSTRUCTION OPERATIONS. ANY MODIFICATIONS MUST BE APPROVED BY THE CITY OF MIAMI – NPDES SECTION, DEPARTMENT OF PUBLIC WORKS.
3.

ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN THE SWPPP, ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM, OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL. INLET ENTRANCES ARE ALSO TO BE PROTECTED FROM SILTATION AS DETAILED ON SHEET 2 OF 4 OF MISC. 35–89–6.
4.

ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS. THE CONTRACTOR MUST INSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.
5.

ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
6.

ANY DAMAGED OR INEFFECTIVE ROCK BAGS ARE TO BE REPLACED WITH NEW ONES. THE LOCATION OF ROCK BAGS INSTALLATION IS AS MENTIONED IN THE SWPPP PLANS. THE PROJECT ENGINEER MAY SPECIFY OTHER AREAS AS NECESSARY.
7.

DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE INLET TOP SHALL NOT BE HIGHER THAN INLET TOP. ROCK BAGS SHALL BE INSTALLED AROUND INLET TOP. COMPLETED INLETS IN PAVED AREAS SHALL ALSO BE PROTECTED WITH ROCK BAGS TO PREVENT SEDIMENT INTAKE.
8.

CURB INLETS ALSO SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ALL EXPOSED SLOPED MATERIAL ADJACENT TO INLET, SHALL BE COVERED WITH EROSION CONTROL MATTING WITH OUTER LIMITS PROTECTED BY ROCK BAGS.
9.

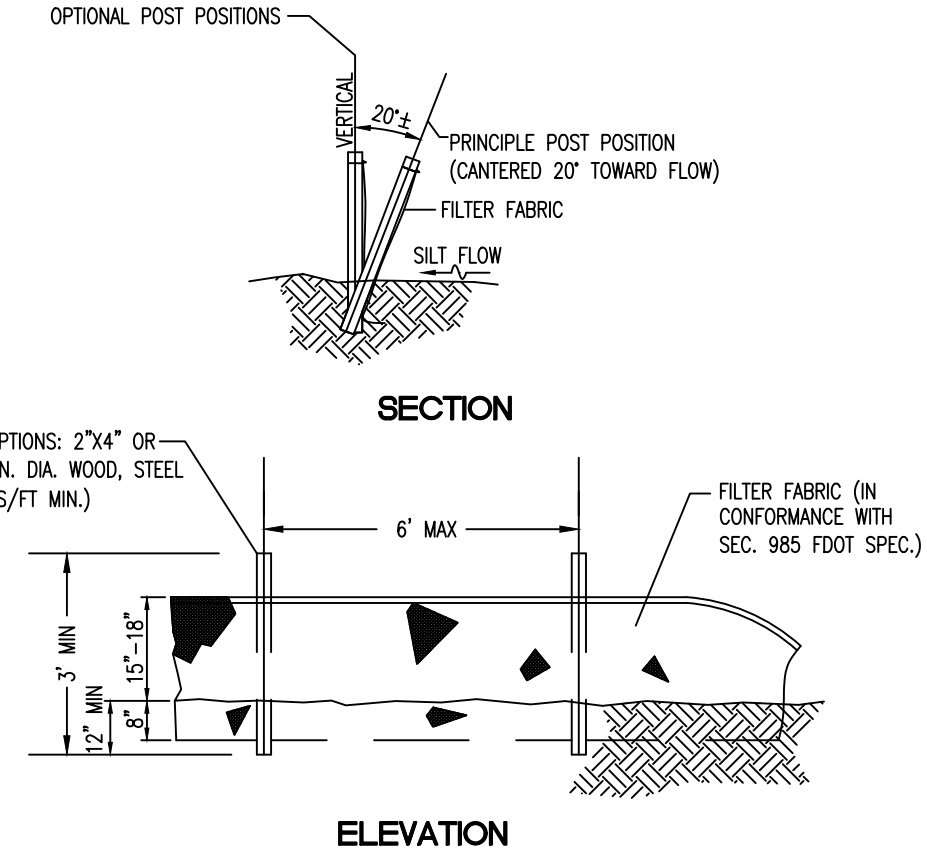
STOCKPILED MATERIAL SHALL NOT BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER OR ROCK BAGS.
10.

INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES, SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES SHALL BE NOTED AND CORRECTED.
11.

ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORM WATER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES IS NOT ALLOWED. REFER TO PUBLIC WORKS DEPARTMENT BULLETIN No. 25 and City Ordinance 13081.
12.

THE USE OF SANITARY SEWERS, FRENCH DRAINS, COVER DITCHES AND/OR ROCK DRAINS FOR THE DISPOSAL OF WASTEWATER IS EXPRESSLY PROHIBITED. REFER TO PUBLIC WORKS DEPARTMENT BULLETIN No. 25 and City Ordinance 13081.

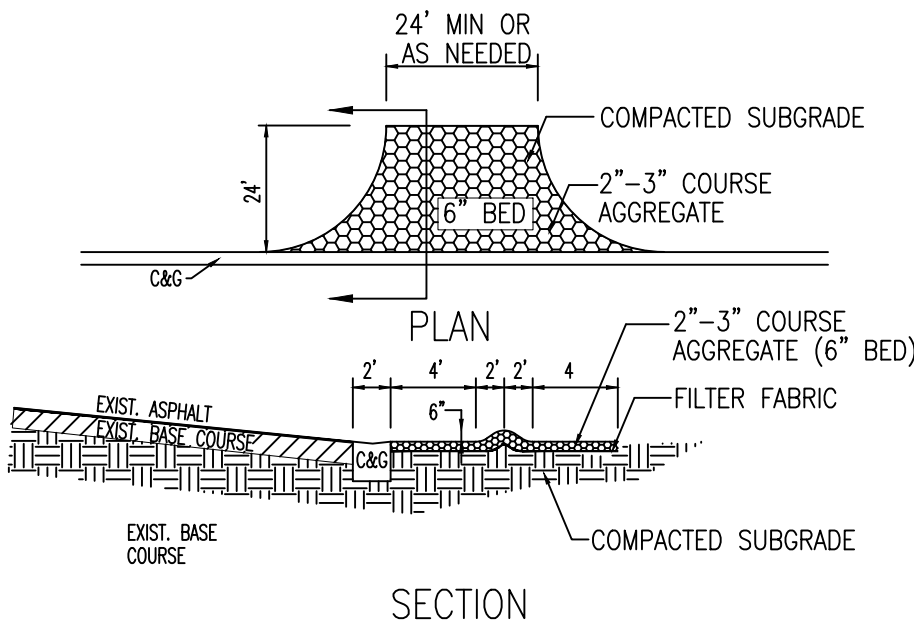
* NPDES – NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM Authorized by NPDES permit FLS 000002.
BMP – Best Management Practice.



TYPE III SILT FENCE

SCALE: NTS

CONTRACTOR TO PROVIDE SILT FENCE SURROUNDING THE AREA OF CONSTRUCTION. MAINTAIN CONSTRUCTION ENTRANCES AND EXITS CLEAN / CLEAR OF SILT AND DEBRIS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT AND PERFORM THE NECESSARY INSPECTIONS AND REPORTS OF SAID PERMIT, (IF REQUIRED).



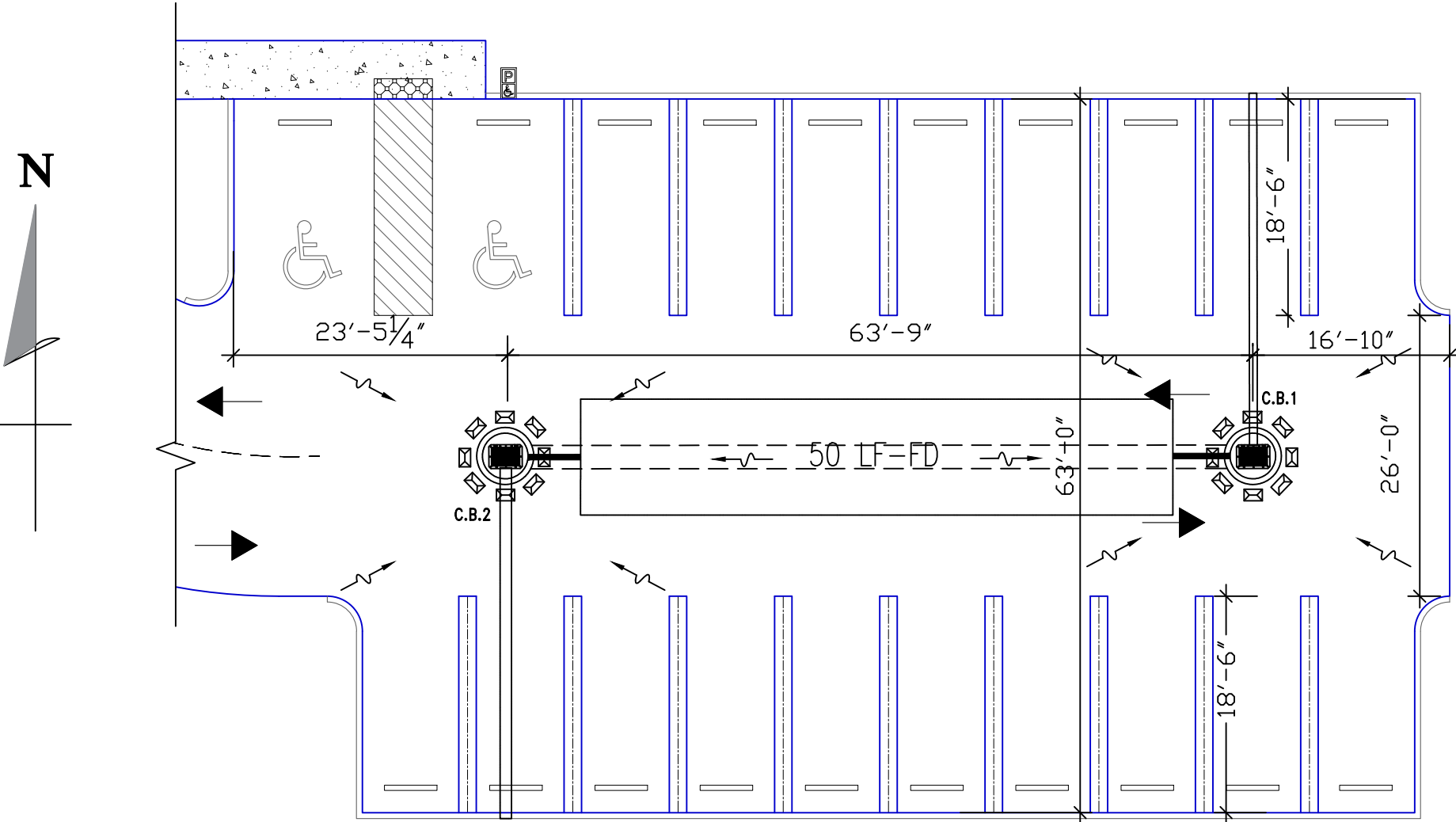
1.

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2.

WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.
3.

WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

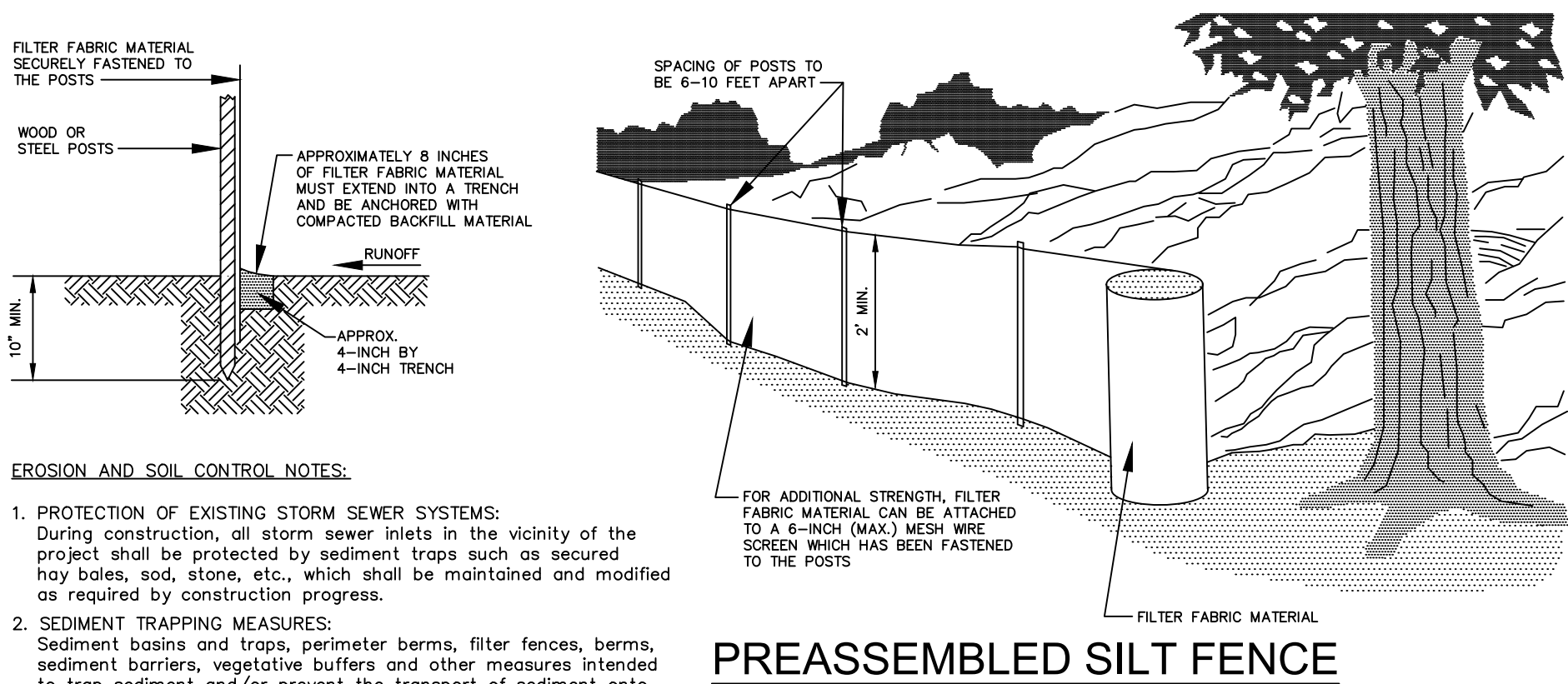
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE



STORMWATER POLLUTION PREVENTION PLAN

SCALE: NTS

SWPPP NOTE:
CONTRACTOR TO PROVIDE SILT FENCE SURROUNDING THE AREA OF CONSTRUCTION. MAINTAIN ALL CONSTRUCTION ENTRANCES AND EXITS CLEAN / CLEAR OF SILT AND DEBRIS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT AND PERFORM THE NECESSARY INSPECTIONS AND REPORTS OF SAID PERMIT.



EROSION AND SOIL CONTROL NOTES:

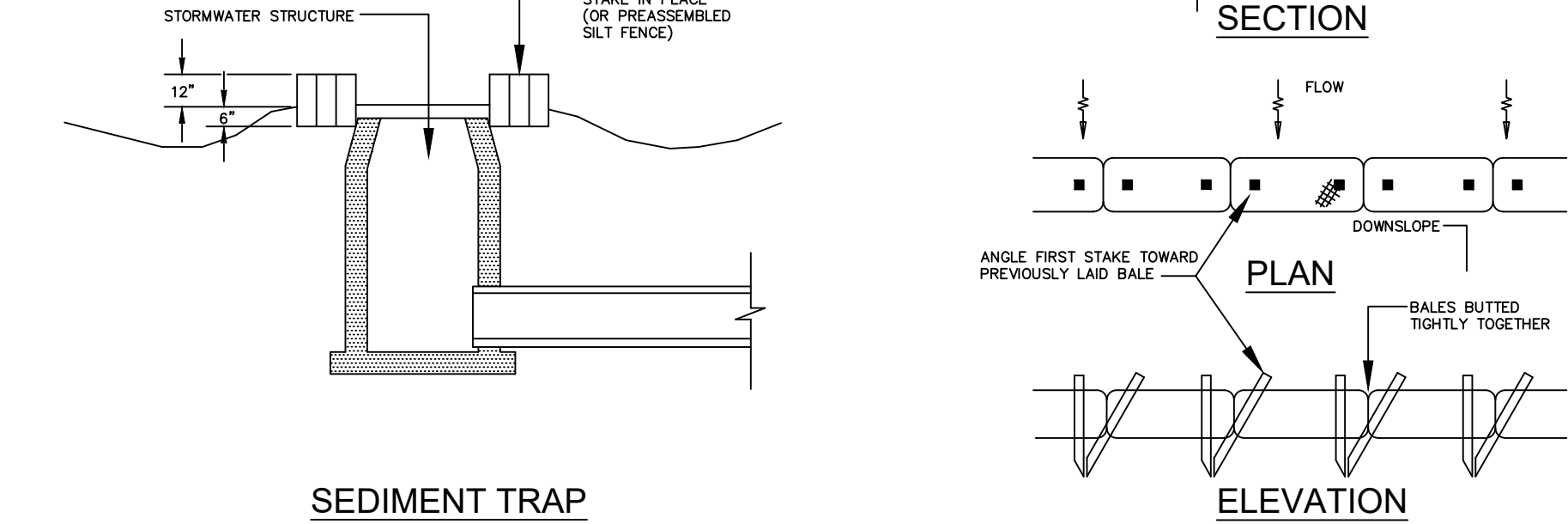
1.

PROTECTION OF EXISTING STORM SEWER SYSTEMS:
During construction, all storm sewer inlets in the vicinity of the project shall be protected by sediment traps such as secured hay bales, sod, stone, etc., which shall be maintained and modified as required by construction progress.
2.

SEDIMENT TRAPPING MEASURES:
Sediment basins and traps, perimeter berms, filter fences, berms, sediment barriers, vegetative buffers and other measures intended to trap sediment and/or prevent the transport of sediment onto adjacent properties, or into existing water bodies, must be installed, constructed or, in the case of vegetative buffers, protected from disturbance, as a first step in the land alteration process.
3.

MAINTENANCE:
All erosion and siltation control devices shall be checked regularly, especially after each rainfall and will be cleaned out and/or repaired as required.
4.

Amoco propex sediment control fabric may be substituted for haybales with approval by the engineer.



SEDIMENT TRAP

EROSION AND SEDIMENT CONTROLS DETAIL

N.T.S.

CONTRACTOR TO PROVIDE SILT FENCE SURROUNDING THE AREA OF CONSTRUCTION. MAINTAIN ALL CONSTRUCTION ENTRANCES AND EXITS CLEAN / CLEAR OF SILT AND DEBRIS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT AND PERFORM THE NECESSARY INSPECTIONS AND REPORTS OF SAID PERMIT, (IF REQUIRED).

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

A. SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:

1.

CLEAR & GRUBBING
2.

INSTALL DRAINAGE STRUCTURES
3.

STABILIZATION
4.

BASE PREPARATION
5.

ASPHALT APPLICATION
6.

PLACEMENT OF ROCK BAGS AROUND INLETS
7.

PLACEMENT OF ROCK BAGS AROUND MANHOLES
8.

APPLICATION OF FRICTION COURSE A.C.
9.

INSTALLATION OF STREET SIGNING
10.

PAVEMENT MARKING
11.

REMOVE ROCK BAGS
12.

CLEAN ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE

B. GENERAL

1.

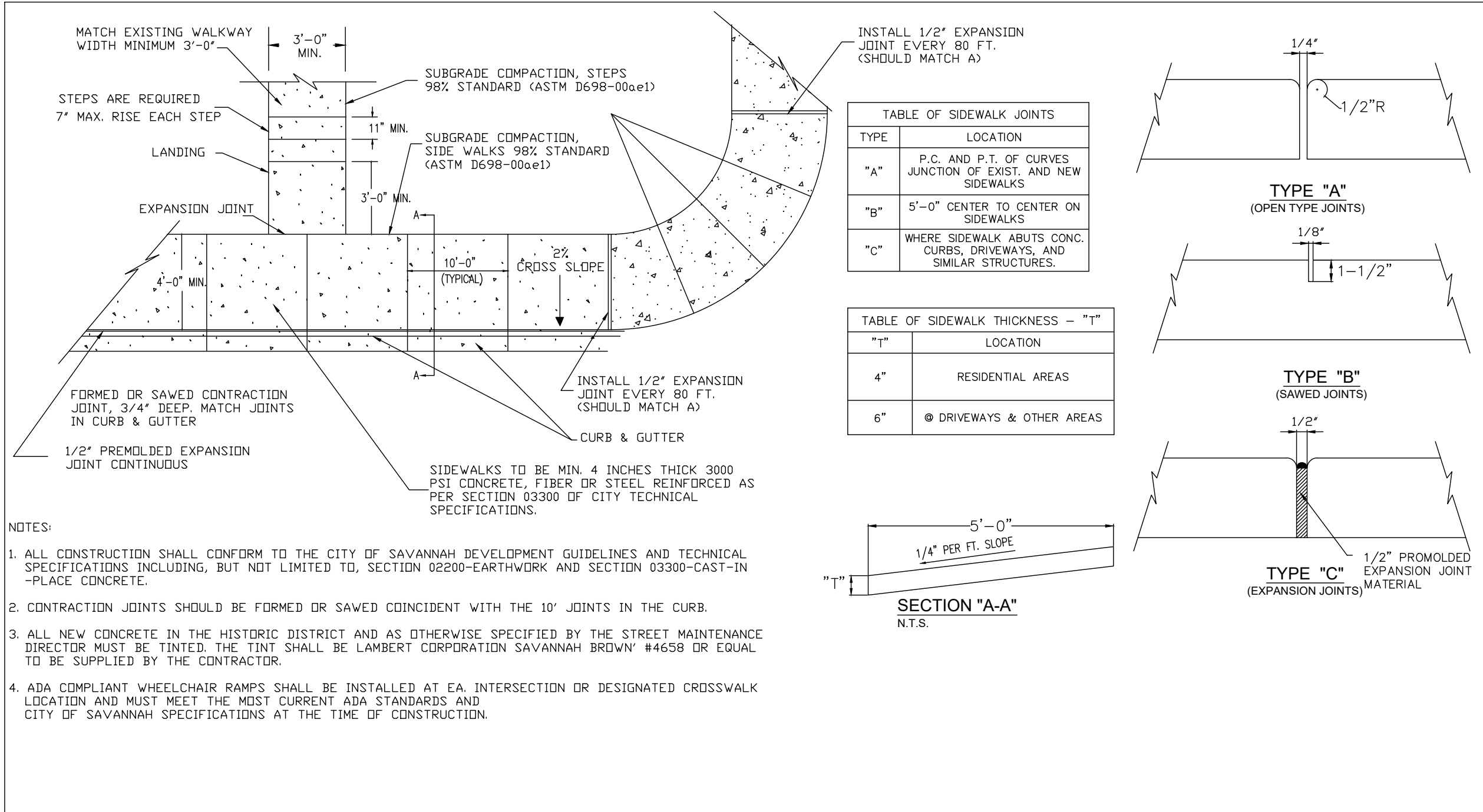
APPROVED STATE, LOCAL PLANS OR STORM WATER PERMITS.
2.

ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES.
3.

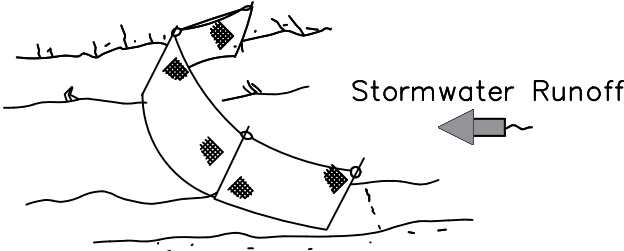
ALL CONTROLS SHALL BE INSPECTED DAILY.
4.

APPLY FERTILIZERS AND PESTICIDES ACCORDING TO STANDARD SPECIFICATIONS, DESIGN AND SPECIAL PROVISIONS.
5.

REPORT NON-STORM WATER DISCHARGE (INCLUDING SPILL) (305) 416-1200.



SIDEWALK CONSTRUCTION (TYP DETAIL)



Type III Silt Fence

Notes:

1.

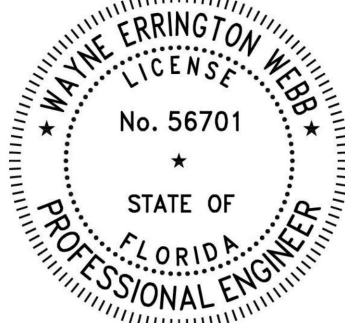
Spacing for Type III Fence to be in accordance with Chart I, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3 per FDOT Standard Index 102.

Absolute
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Solutions LLC
4121 SW 47TH AVENUE - SUITE 1319
DAVIE, FL 33314

NEW PARKING LOT AND NEW ASPHALT DRIVE
3330 Kirk Road, Palm Springs, FL 33461

CIVIL DETAILS

SEAL:



DESIGNED BY:
W. W.

DRAWN BY:
AS

DATE:
02/02/22

REVISIONS:	
COMMENTS	RESPONSE
DATE	DATE
3/16/22	5/20/22
5/31/22	7/13/22
7/18/22	8/01/22

JOB NUMBER:

SHEET NUMBER:

C5.0



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!



**Absolute
Civil
Engineering
Solutions LLC**

DRAINAGE CALCULATIONS

PROJECT:

3330 Kirk Road,
Palm Springs, Florida 33461



ACES PROJECT NUMBER: 2021-054

August 11, 2022

Carla Reid
Project Manager

Wayne Webb, P.E.
Florida Lic. No. 56701

TABLE OF CONTENTS

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2.0	DESIGN CRITERIA	1
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2.3	UNDERGROUND EXFILTRATION SYSTEMS	2
3.0	CALCULATIONS	2
4.0	RETENTION VOLUME.....	3

1.0 SITE CONDITONS & PROPOSED IMPROVEMENTS

The site is located at 3330 Kirk Road, Palm Springs, Florida, within Palm Beach County. The property, as per the Palm Beach County Property Appraisers website, consist of three parcels with parcel numbers 70-43-44-19-20-017-0020, 70-43-44-19-20-017-0070 and 70-43-44-19-20-017-0080.

The property currently houses two buildings/structures and a pool. According to the FEMA Flood Insurance Rate Map, the site is zoned X (area of minimal flood hazard). The Base Flood Elevation (BFE) of the nearest canal is 11 feet NAVD 88. Elevations are referred to the North American Vertical Datum (NAVD) of 1988.

Site improvements include a new/resurfaced driveway, concrete walkways and a new 20 space parking lot with catch basins and swale areas. The proposed improvements will decrease the pervious areas from 70.4% to approximately 58.6% as shown below.

	<u>Pre Development</u>		<u>Post Development</u>	
	ft ²	Acres	ft ²	Acres
Total Area =	45,582.0	1.05	45,582.0	1.05
Total Impervious Area =	13,513.00	0.31	18,875	0.43
Total Pervious area =	32,069.0	0.74	26,707.0	0.61
% Impervious =	29.6%		41.4%	
% Pervious Area =	70.4%		58.6%	

2.0 DESIGN CRITERIA

South Florida Water Management District (SFWMD) water quality treatment requirements as well as the Village of Palm Springs Municipal Code, Section 34-1354, and the Florida Building Code 2020 were utilized for the design criteria.

2.1 *Rainfall & Peak Discharge*

Peak discharge was determined using the Rational Method

2.2 Retention/Detention

Dry detention volume shall be provided equal to 75 percent of the wet detention volume. Wet detention volume shall be the first inch of runoff from the developed project, or the total runoff of 2.5 inches times the percentage of imperviousness, whichever is greater.

2.3 Underground Exfiltration Systems

Underground exfiltration systems shall be designed as per section 2.2 above with a minimum safety factor of 2.

3.0 CALCULATIONS

Runoff Coefficient, C =				0.3		
Time of concentration (min), tc =				15		
	Peak Discharge (using NOAA Atlas 14, Volume 9, Version 2- Precipitation Frequency Data)					
	2yr	5yr	10yr	25yr	50yr	100yr
Intensity (in/Hr)	1.18	1.43	1.64	1.94	2.16	2.64
Q (ft ³ /s)	0.4	0.4	0.5	0.7	0.8	1.0

SFWM Water Quality Treatment Volume

			ft ²	Acres	
Site Area for Water Quality Treatment =			45582	1.05	
(total area - roof area)					
Impervious area for Water Quality Treatment =			18,875.0	0.43	
(site area for water quality treatment - pervious area)					
Impervious percentage for water quality =			41%		
(Impervious area /Site area for water quality treatment) X					
100					
Water Quality Treatment Volume					
First inch x over total area = 1" x 1.0 acres x 1ft/12				0.087	acre-ft
				3799	ft ³
Or 2.5 inches over the impervious area= 2.5 x					
impervious area =				0.090	acre-ft
				3932	ft ³
0.09 acre-ft ~ 3932 ft ³ , > 0.087 acre-ft ~ 3779 ft ³ , therefore 0.09 acre-ft controls.					

This water quality treatment volume, 0.09 acre-ft (3,932ft³), is accommodated within the proposed exfiltration trench system and swale areas.

4.0 RETENTION VOLUME

$$\begin{aligned}\text{Dry detention volume} &= 75\% \text{ of controlling water treatment volume} \\ &= 75\% \times 3,932 \text{ ft}^3 \\ &= 2,949 \text{ ft}^3\end{aligned}$$

Exfiltration System

$$L = SF \times \frac{V}{K[H_2 \times W + 2H_2D_u - D_u^2 + 2H_2D_s] + 1.39 \times 10^{-4} \times W \times D_u}$$

L = Required trench length (ft)

V = treated volume (ac-in)

W = trench width (ft)

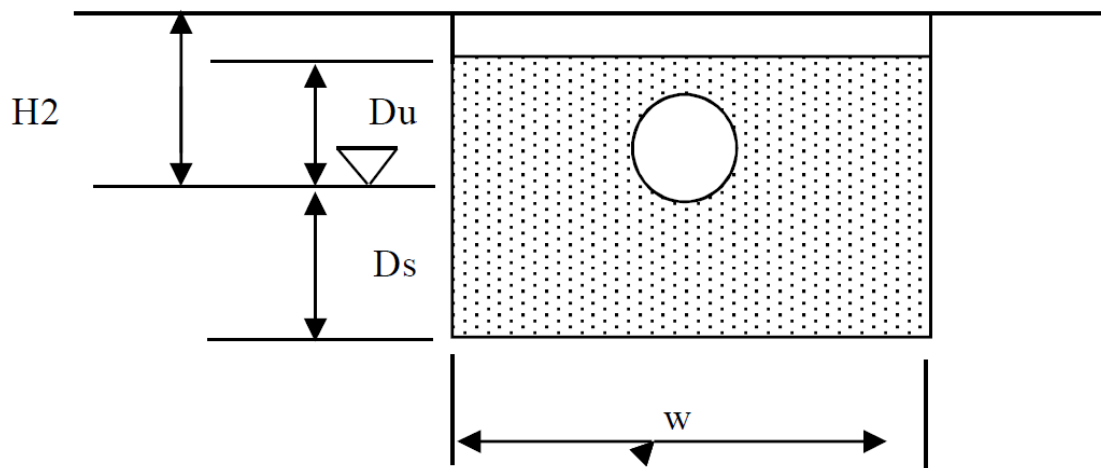
K = hydraulic conductivity (cfs/ft²-ft_{head})

H₂ = depth to water table

D_u = Unsaturated trench depth (ft)

D_s = Saturated trench depth

SF = Safety factor



Groundwater table from SPT Boring = 7ft
 Percolation rate = 7.00GPM = 56ft³/min

V = 0.09*12*0.3=	0.32	acre-inch	
W =	6	ft	
K =	1.22E-04	CFS/ft ² -ft head	
H ₂ =	5		
D _u =	2.5	ft	
D _s =	6		
SF	2		
L =	42	ft	

Invert of pipe is 2ft above the groundwater table.

Required exfiltration pipe length = 42ft;

Length of exfiltration pipe provided = 50ft

Exfiltration system designed to accomodate 30% of dry retention volume.

Swale areas to capture 70% of Dry Retention volume

Dry retention volume to swales = 0.70 * 2,949 ft³ = 2065 ft³ to be captured in the swale areas.

Proposed swale volumes:

Swale #1; Volume = 2,495 ft³

Swale #2; Volume = 1,388 ft³

Swale #3; Volume = 464 ft³

Total available swale volume = 4,347 ft³

The exfiltration system and swale areas have the capacity to retain the required detention volumes.



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
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Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

November 22, 2021

John M. Donaldson, PE, PTOE
JMD Engineering, Inc.
12773 Forest Hill Blvd, Suite 204
Wellington, FL 33414

**RE: 3330 Kirk Road
Project #: 211112
Traffic Performance Standards (TPS) Review**

Dear Mr. Donaldson:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, revised November 17, 2021, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	East side of Kirk Road, about 400 feet south of 10 th Avenue
PCN:	70-43-44-19-20-017-0070/-0020
Access:	One full access driveway connection onto Kirk Road (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	Single Family Home = 2 DUs
Proposed Uses:	Convert existing use to: Church/Synagogue = 5,596 SF
New Daily Trips:	17
New Peak Hour Trips:	0 (1/-1) AM; 1 (-1/2) PM
Build-out:	December 31, 2023

Based on our review, the Traffic Division has determined the proposed development generates less than 20 peak hour trips; therefore, the project meets the TPS of Palm Beach County.

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

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

"An Equal Opportunity
Affirmative Action Employer"



John M. Donaldson, PE, PTOE
November 22, 2021
Page 2

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

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hanane Akif".

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jc

cc: Addressee

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2021\211112 - 3330 KIRK ROAD.DOCX;

August 22, 2022

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

From: Tara Bamber, PE 

**Re: Church of Jesus Christ
Site Plan Approval Letter
Engenuity Group Project No. 6001.121**

We have received the following through WeTransfer on 8-15-22:

1. Civil Plan, 5 sheets (C1.0, C2.0, C3.0, C4.0, and C5.0), revised 8-1-22, by Absolute Civil Engineering Solutions, LLC.
2. Site Plan, 2 sheets (CS.1 and SP1.1), revised 8-10-22, by Steve Siebert Architecture.
3. Landscape Plan, 1 sheet (L-1), revised 8-10-22, by Thomas White, ASLA-ISA.
4. Drainage Calculations, 6 sheets, dated 8-11-22, by Absolute Civil Engineering Solutions, LLC.
5. Response to Comments, 1 sheet, by VPS.

We recommend Site Plan approval with the following condition:

1. Update drainage calculations including perimeter beam, exfiltration calculations shall match plans, and pre verses post compensating storage calculations.
2. Provide permits from applicable agencies including, but not limited to, Village of Palm Springs Civil/Utility, PBC Fire Rescue, etc.
3. Additional comments shall be asked at time of Civil/Utility Plan permitting.

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

Cc: Lisa Tropepe, PE
Rogelio Perez Gonzalez
Ed Horton

Rogelio J. Perez Gonzalez

From: Will Carey <WCarey@pbcgov.org>
Sent: Friday, March 25, 2022 09:39
To: Rogelio J. Perez Gonzalez
Cc: Iramis Cabrera
Subject: FW: Submission for 3330 Kirk Rd 33406 - Church of Jesus Christ (Apostolic)

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

Good Morning Rogelio,

No Comments at this time.

Regards,
Will

From: Sandra Ospina M. <SOspina@pbcgov.org>
Sent: Friday, March 25, 2022 9:01 AM
To: Will Carey <WCarey@pbcgov.org>
Cc: Kristine Frazell-Smith <Kfsmith@pbcgov.org>; Daqaree Bartels-Gremling <DBartels@pbcgov.org>
Subject: RE: Submission for 3330 Kirk Rd 33406 - Church of Jesus Christ (Apostolic)

Will,

There is an existing sidewalk on the east side of Kirk Rd outside of the Church property. Our C&F sidewalk is for the west side.

I do not anticipate any conflict.

Thank you,

Sandra

From: Will Carey <WCarey@pbcgov.org>
Sent: Wednesday, March 16, 2022 10:19 PM
To: Sandra Ospina M. <SOspina@pbcgov.org>
Cc: Kristine Frazell-Smith <Kfsmith@pbcgov.org>; Daqaree Bartels-Gremling <DBartels@pbcgov.org>
Subject: FW: Submission for 3330 Kirk Rd 33406 - Church of Jesus Christ (Apostolic)

Hi Sandra,

Any conflicts with your upcoming sidewalk study? 2021324 Kirk Rd, Lake Worth Rd to LWDD L-9 Canal

Regards,
Will

From: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Sent: Wednesday, March 16, 2022 8:34 AM
To: Will Carey <WCarey@pbcgov.org>; Wesley Jolin R. <WJolin@pbcgov.org>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: Submission for 3330 Kirk Rd 33406 - Church of Jesus Christ (Apostolic)

***** 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 day,

Please review and comment on the attached Site Plan plans for the proposed church at the east side of Kirk Road, south of 10th Ave.

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

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** Please consider the negative environmental impacts associated with printing email **

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Rogelio J. Perez Gonzalez

From: Wesley Jolin R. <WJolin@pbcgov.org>
Sent: Thursday, March 17, 2022 07:58
To: Rogelio J. Perez Gonzalez; Will Carey
Cc: Iramis Cabrera
Subject: RE: Submission for 3330 Kirk Rd 33406 - Church of Jesus Christ (Apostolic)

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No fire rescue 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: Wednesday, March 16, 2022 8:34 AM
To: Will Carey <WCarey@pbcgov.org>; Wesley Jolin R. <WJolin@pbcgov.org>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: Submission for 3330 Kirk Rd 33406 - Church of Jesus Christ (Apostolic)

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Good day,

Please review and comment on the attached Site Plan plans for the proposed church at the east side of Kirk Road, south of 10th Ave.

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

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Village of Palm Springs

3330 Kirk Road

- 3330 Kirk Road
- Parcels

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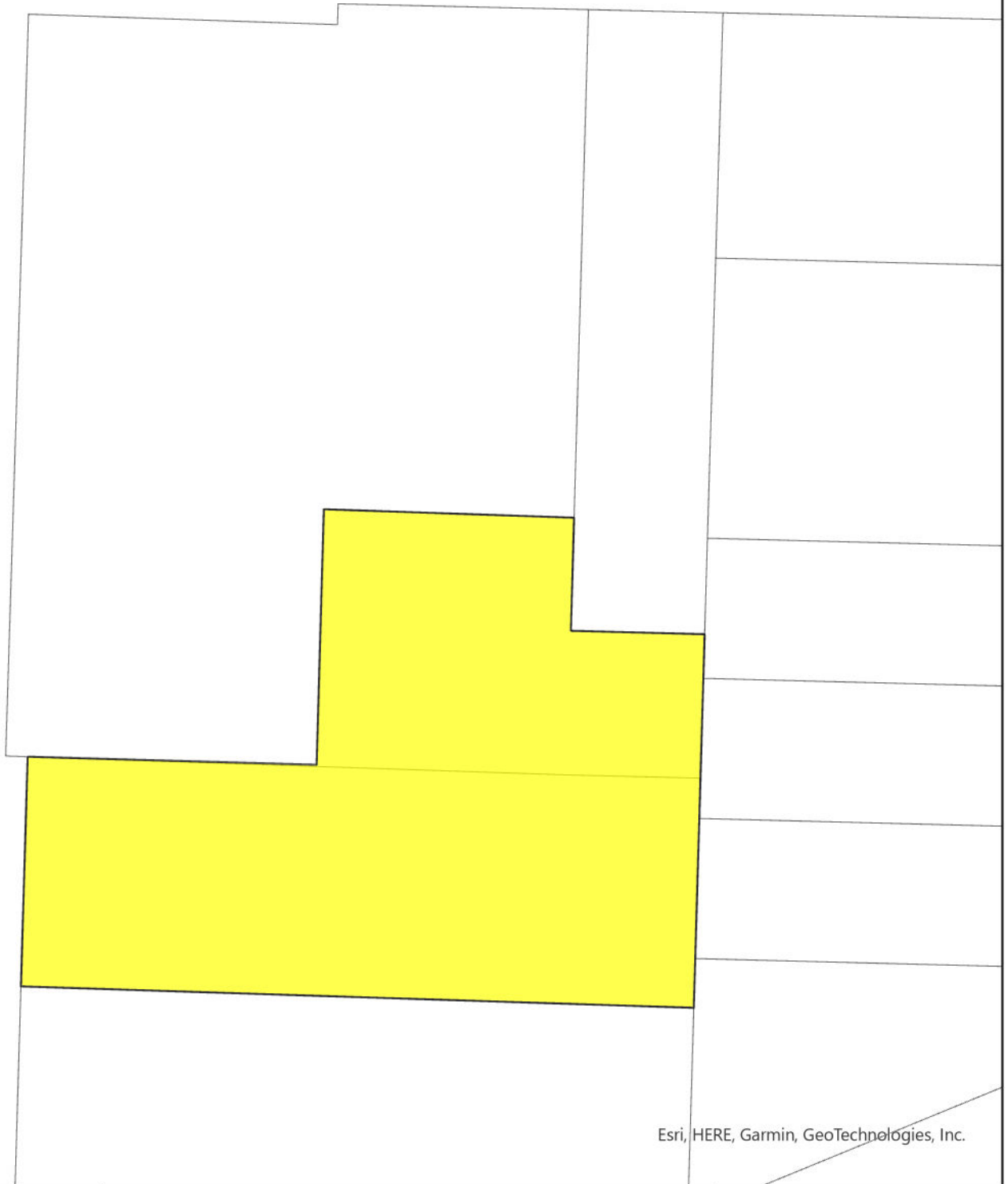
Data Source: Palm Beach County

N



10th Ave North

Kirk Rd



Esri, HERE, Garmin, GeoTechnologies, Inc.



Village of Palm Springs

3330 Kirk Road

- 3330 Kirk Road
- Parcels

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