



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
APRIL 13, 2023
6:30 PM**

COUNCIL

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

CONSENT AGENDA

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

1. **Work Authorization No. CD-U05 (TO No. 312) Water Well No. 18 Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Centerline Drilling, Inc.:** Motion to approve Work Authorization No. CD-U05 (TO

No. 312) with Centerline Drilling, Inc. to piggyback the current Town of Jupiter Surficial Well Rehabilitation Program (ITB No. W2111-0-2020 - December 8, 2020) contract for an amount-not-to-exceed \$51,851.76 to rehabilitate Well No.18 to restore the quality and quantity of water produced from the well. Funding for TO No. 312 is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director

2. **Repair and Calibration Services Agreement - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - PC Controls, Inc.:** Motion to approve an Agreement with PC Controls, Inc. for piggybacking City of Pompano Beach (RFP# T-01-22 - February 22, 2022 Repairs and Calibration of Flow Meters and Related Devices) for repair and calibration of water plant flow meters and related devices. The term of the proposed contract would expire on November 17, 2027, and may be renewed for an additional five (5) year period. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
3. **Professional Services Agreement - 4th Amendment - Term Extension - Calvin Giordano:** Motion for approval of the 4th Amendment to the Professional Services Agreement with Calvin Giordano to extend professional arborist services utilized by the staff. The third (final) renewal is for one (1) year in consideration of these services. Therefore, the proposed request has a minimal fiscal impact on the Village.
Staff: Kimberly Glas-Castro, Assistant Village Manager
4. **Work Authorization No. KSV-S01 – Task Order No. 311- Public Works Department (FY 2023 – Stormwater Enterprise Fund 42338-56300) – Keshavarz & Associates, Inc.:** Motion to approve Work Authorization No. KSV-S01(Task Order No. 311) with Keshavarz & Associates, Inc., for \$490,025.00 for the 2nd Avenue North Area Drainage System Improvement Project - Public Works Department (FY 2023 – Stormwater Enterprise Fund 42338-56300) – Keshavarz & Associates, Inc. Funding is available within the FY2023 Stormwater Enterprise Fund.
Staff: Timothy Crespo, Assistant Public Works Director
5. **Water Meter Fittings & Water Line Accessories Agreement - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Core & Main LP and Ferguson Enterprise, LLC.:** Motion to approve a piggyback agreement with Core & Main LP and Ferguson Enterprise with the City of Deerfield to purchase water meter fittings and water line accessories. If approved, the agreement will expire on March 5, 2024. Funding is available in the FY 2023 Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities

6. **Consulting Services for Reconstruction of Surficial Aquifer Well No. 14 (TO No. 316) & emergency backup generator for Well No. 13 & No. 14 (TO No. 323) – Work Authorization No. HE-U13 – Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Holtz Consulting Engineers, Inc.:** Motion to approve Consulting Services Agreement with Holtz Consulting Engineering for an amount not exceed \$153,715.00 for Reconstruction of Surficial Aquifer Well No. 14 (TO No. 316) and Emergency Backup Generator for Well No. 13 & No. 14 (TO No. 323). Funding is available from the FY 2023 Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
7. **Main Water Treatment Plant Ammonia Feed System Improvements (Task Order No. 321) – Work Authorization No. KHU-U16 – Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Kimley-Horn & Associates Inc.:** Motion to approve TO No. 321 with Kimley Horn & Associates for \$86,720.00 for professional engineering services associated with the Main Water Treatment Plant Ammonia Feed System Improvements. Funding is available for the FY 2023 Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
8. **R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements (Task Order No. 322) – Work Authorization No. KHU-U17– Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Kimley-Horn & Associates Inc.:** Motion to approve the Work Authorization No. KHU-U17 (TO No. 322) with Kimley-Horn & Associates Inc. for \$86,720.00 for professional engineering services associated with the Pratt Water Treatment Plant Ammonia Feed System Improvements. Funding is available from the FY 2023 Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
9. **Change Order No. 3 - Vacuum Station No. 1 Safety Improvements (Task Order No. 240, No. 266, No. 278) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.:** Motion to approve Change Order No. 3 with Hinterland Group, Inc. to extend the project completion date by an additional 222 calendar days (total current contract time from 530 days to 752 days). The proposed Vacuum Station No. 1 Safety Improvements Project is expected to be complete by September 2023. There is no direct fiscal impact on this specific request.
Staff: Jimmie Johnson, Utilities Director
10. **Change Order No. 1 – SCADA System Upgrades R.L. Pratt Water Treatment Plant (Task Order No. 226] – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - CHA Consulting, Inc. (Formerly known as Eckler Engineering, Inc.):** Motion for approval of Change Order No. 1 with CHA Consulting, Inc. for an additional \$188,320.95 and an extension of 687 days for the additional services. Funding to support this project is available within FY 2023 Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director

11. **Corrective Action for Change Order No. 1 – Pump Station SCADA Upgrades (Task Order No. 284) – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - Engineer Service Corporation:** Motion to approve Change Order No. 1 had been previously submitted with an error requesting approval for Eckler Engineering, Inc. The requested Change Order should have been for Engineer Service Corporation. The Council is therefore requested to approve Change Order No. 1 – Pump Station SCADA Upgrades (Task Order No. 284) for \$0.00 and 89 days for the additional services provided by Engineer Service Corporation (FY 2023 Budget Funded – Water & Sewer Enterprise Fund).

Staff: Jimmie Johnson, Utilities Director

12. **Approve Professional Service Agreement – 6th Amendment – Term Extension – CHA Consulting Inc.:** Motion to approve a one (1) year renewal of the Professional Services Agreement for CHA Consulting, Inc. On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002). The amended agreement will take effect on March 11, 2023, which will be extended until March 11, 2024. This will be the final renewal available for this agreement.

Staff: Paul Ward, Assistant Director of Utilities

13. **Geographic Information System Services - Piggyback - All Departments (FY 2023 Budget Funded - General Fund/ Water & Sewer Enterprise Fund) - Florida Technical Consultant, LLC.:** Motion for approval of a Piggyback Agreement with Florida Technical Consultants, LLC., through Cooper City, for continued Geographic Information System (GIS) services on an as-needed basis in an amount not to exceed \$115,000 for a contract term expiring on May 28, 2024. Under this proposed agreement, funds from the FY 2023 General Fund and Water and Sewer Enterprise Fund will be available to support services.

Staff: Paul Ward, Assistant Director of Utilities

14. **Resolution No. 2023-21 Budget Transfer for Multiple Departments:** Motion to approve several budget transfers from Council Contingency, Parks and Recreation to Public Works, and the Palm Springs Community Redevelopment Agency (CRA), amending the FY22-23 Budget.

Staff: Rebecca Morse, Chief Financial Officer

15. **Emergency Communications Officers Week Proclamation - April 9 - 15, 2023**

Staff: Thomas Ceccarelli, Police Chief

16. **National Library Week Proclamation April 23 - April 29, 2023**

Staff: Josefina Maliska, Library Director/ Interim Director of Parks and Recreation

17. **Arbor Day Proclamation on April 28, 2023**

Staff: Timothy Crespo, Assistant Public Works Director

18. **Municipal Clerks Week Proclamation Week - April 30, 2023 - May 6, 2023**

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Motion	Second	Vote
--------	--------	------

PRESENTATIONS

19. **Presentation of the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2022, and the Auditor's report on the financial statements.** Mr. Moises Ariza, a partner with Marcum, LLP, the Village's independent auditing firm, will present the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022, including the audit report on the financial statements.

Staff: Rebecca Morse, Chief Financial Officer

REGULAR AGENDA

20. **Appointment of Voting Delegate(s) to the Palm Beach County League of Cities:** Motion for the appointment of one (1) voting delegate and alternatives to the Palm Beach County League of Cities to serve a one term as a representative of the Village of Palm Spring.

Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote
--------	--------	------

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

21. **(Quasi-Judicial Hearing) Resolution No. 2023-18 - Final Plat - Prince Place - 3075 Prince Drive, 3098 Ferrell Drive, and a vacant lot on Paetzold Drive:**

Motion for approval of Resolution No. 2023-18 for an application submitted by Miles Rich ("Applicant") proposing to join three (3) parcels into a unified plat and delineate nineteen (19) individual townhouse lots, consistent with the site plan approved by the Village Council located at 3075 Prince Drive, 3098 Ferrell Drive and a vacant lot on Paetzold Drive.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

22. **(Quasi-Judicial Hearing) Resolution No. 2023-17- Proposed Mural Permit Application - Shutter Up Windows and Doors - 1042 South Congress Avenue:** Motion for approval of Resolution No. 2023-17 of an application of Kobosko Properties LLC ("Property and Business Owner") of Shutter Up Windows and Doors to paint two (2) mural signs with the art of native Florida wildlife scenes on the west and south sides of the building located at 1042 South Congress Avenue following Section 34-295 Village Code of Ordinances. The proposed murals do not have a direct fiscal impact on the Village.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

23. **(Second Reading/ Quasi-Judicial Hearing) Ordinance No. 2023-02 - Voluntary Annexation - 2873 Forest Hill Boulevard:** Motion to approve Ordinance No. 2023-02 for a voluntary annexation request from Geoffrey Jervis and Vito Monteleone, the property owners at 2873 Forest Hill Boulevard. The property is adjacent to the Congress Avenue CRA Corridor (east of South Congress Avenue, west of South Florida Mango Road, and north of Forest Hill Boulevard). With an assessed value of \$323,468, the property contributes to the Village's overall value.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

24. **(Second Reading/ Quasi-Judicial Hearing) Ordinance No. 2023-03 - Land Use and Rezoning (Small-Scale) - 2873 Forest Hill Boulevard:** Motion for approval of Ordinance No. 2023-03 of a request to amend a Small-Scale Land-Use Amendment of the Future Land Use Map (FLUM) and Rezoning of 0.3013 acres located at 2873 Forest Hill Boulevard, which is currently developed with a 2,400 square foot commercial building and projected for redevelopment into a modern car wash. This property is being proposed for development as a modern car wash, along with two additional properties. Voluntary annexation of the subject property is requested.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

25. **(Quasi-Judicial Hearing) Resolution No. 2023-19 - Site Development Plan (SPR23-02) and Special Exception Use (PSSE23-01) - Mint Eco Car Wash - 2877 Forest Hill Boulevard:** Motion for approval of Resolution No. 2023-20 for an

application submitted by Mr. Jon Schmidt of Schmidt Nichols, agent for the property owner, 2877 FOREST HILL OPCO LLC, for a Site Development Plan, (SPR23-02) with conditions, and a modification to the existing Special Exception Use (PSSE23-01), for construction of a 4,414 square foot automatic carwash including an office, located at 2877 Forest Hill Boulevard, 2910 Shawnee Road and 2873 Forest Hill Boulevard.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

26. **Resolution No. 2023-13 - Preliminary Plat - Oxygen Development II - 1525 South Congress Avenue:** Motion for approval of Resolution No. 2023-13 for a preliminary plat to re-plat the Oxygen parcels into a unified plat, generally located west of South Congress Avenue, East of Davis Road, and North of Forest Hill Boulevard at 1525 South Congress Avenue. There is no direct fiscal impact to the Village.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

27. **Resolution No. 2023-12 - Abandonment of a Portion of Dalinda Lane Right-of-Way:** Motion for approval of Resolution No. 2023-12 for the abandonment of Dalinda Lane which had been dedicated for public road purposes. The abandonment will not interfere with the roadway system of the Village and is no longer necessary or needed by the public. The abandonment of the street will facilitate the development project recently approved under Resolution 2023-03 for the construction of a 150,780 square feet warehouse building, thereby increasing the value of the property.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

28. **(Second Reading) Ordinance No. 2023-04 - Village Code Amendment - Chapter 34 - Outdoor Lighting:** Motion to approve Ordinance No. 2023-04 to amend the Village Code - Chapter 34 - Section 34-64 "Outdoor Lighting", to include a temperature standard and modified illumination levels.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

29. **(Second Reading) Ordinance No. 2023-05 - Village Code Amendment - Chapter 34 - Electric Vehicle Charging Infrastructure:** Motion for approval of Ordinance No. 2023-05 amending Chapter 34, "Land Development", Article VI, "Land Use", Division 8 "Off-Street Parking", and adding a new section 34-1337 "Electric Vehicle Charging Infrastructure".

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, MAY 11, 2023 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: April 13, 2023

DEPARTMENT: Utilities

ITEM #1: Approve Water Well #18 Rehabilitation (Task Order No. 312) - Work Authorization No. CD-U05 Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Centerline Drilling, Inc.

SUMMARY: The Utilities Department must rehabilitate one (1) surficial aquifer water well (Well No. 18) to restore the quality and quantity of water produced from the well. The Village's two (2) water treatment plants are supplied with raw water from sixteen (16) surficial aquifer wells that are located throughout the Village and were constructed between 1959 and 2006. Hence, periodic rehabilitation of these wells (including acidization, development, and disinfection) is vital to maintaining the long-term integrity and production of the water supply wells.

In July 2018, the Village completed a Raw Water Supply and Wellfield Evaluation (completed by Connect Consulting, Inc.) that identified Well No. 18 as a candidate for rehabilitation. Thus, the Utilities Department is recommending that this well be rehabilitated utilizing the Village's existing (piggybacked) contract with Centerline Drilling, Inc. for the (not-to-exceed) amount of \$51,851.76.

To ensure the lowest possible price, staff is recommending that the Village utilize our existing agreement, which was piggybacked off the current Town of Jupiter contract. The Town of Jupiter awarded that to Centerline Drilling on December 8, 2020. This selection by the Town of Jupiter was completed through a competitive selection process – Town of Jupiter Surficial Well Rehabilitation Program (ITB# W2111-0-2020 - December 8, 2020).

The Village accepted Centerline Drilling's pricing as approved under the Town of Jupiter's contract including all terms, conditions, and pricing. The term of the proposed Town of Jupiter contract would expire on February 16, 2024. The Village will not expend more than the amount within the approved Budget as it may be adopted/amended for each of these goods and services over the term of this contract.

All original bid documents authorizing the initial piggyback with Centerline Drilling are available in the Village Clerk's Office.

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.

If approved, it is estimated that the proposed project would be completed within 28 days (July 2023)

following the Notice-to-Proceed by the Village.

The proposed project Work Authorization No. CD-U05 was prepared by Centerline Drilling and reviewed by the Assistant Utilities Director, the Finance Director, and the Village Attorney.

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

FISCAL IMPACT:

Funding to support Task Order #312 is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Village of Palm Springs - Work Authorization Number CD-U05 - Well 18
2. Exhibit A - Cost Estimate - Centerline Drilling, Inc.
3. Piggyback Contract Line Item Pricing

**PROJECT WORK AUTHORIZATION NO. CD-U05 WITH CENTERLINE DRILLING
FOR SURFICIAL AQUIFER WELL REHABILITATION**

This Project Work Authorization No. CD-U05 is made as of the _____ day of _____, 2023, 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 **Centerline Drilling, Inc.**, 1696 Old Okeechobee Road, West Palm Beach, FL 33409, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

1.0 Project Description:

The Public Service Department has identified a need to potable water supply wells within the Village utility system.

The Village desires the Contractor to provide rehabilitation of the following wells:

1. Well No. 18.

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "A"**.

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within twenty-eight (28) calendar days from the Village's issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of \$51,851.76. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for surficial aquifer well rehabilitation between the Village and the Contractor, dated June 10, 2021. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 5 to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **CENTERLINE DRILLING, INC.**

By: _____
Print Name: John Say, Jr.
Title: President

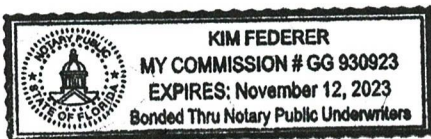
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 29 day of march, 2023 by John Say, Jr., as President of Centerline Drilling, 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: Kim Federer
My commission expires: 11/12/23



Centerline Drilling, Inc.

1696 Old Okeechobee Rd., #3C
West Palm Beach, Florida 33409
Water Well Contractor License #11132

Estimate

Date	Estimate #
2/22/2023	17-670

Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

Project			
Well #18			
Description	Qty	Rate	Total
General Conditions 7% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	3,183.88	3,183.88
Mobilization/Demobilization 7% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	3,183.88	3,183.88
Pump Development (per hour)	1	200.00	200.00
Remove and Re-Install Pump Discharge Apparatus (each)	1	4,000.00	4,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Brushing and Swabbing of Well Screen, Riser or Casing (each)	1	800.00	800.00
Airlift Development (per hour)	4	225.00	900.00
Well Disinfection (each)	1	950.00	950.00
Airlift Development (per hour)	2	225.00	450.00
Surficial Aquifer Well Acidization Setup (LS)	1	4,500.00	4,500.00
Well Acidization with 32% HCl (per gallon)	1,200	7.02	8,424.00
Airlift Development (per hour)	4	225.00	900.00
Jetting with Simultaneous Airlift Development (per hour)	30	225.00	6,750.00
Pump Development (per hour)	30	200.00	6,000.00
Step Rate Test (per hour)	5	200.00	1,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Well Disinfection (each)	1	950.00	950.00
Furnish and Install Gravel Pack for Well Screen (per cubic foot)	222	30.00	6,660.00
Thank you for the opportunity to bid this job.		Total \$51,851.76	
Phone #	E-mail		
(561) 615-0988	CTRLINEDRILLING@AOL.COM		

Centerline Drilling, Inc. is not responsible for any damage to landscaping, sidewalks, driveways, or underground utilities. Also, there are no guarantees on the quality and or quantity of water and shall not release Owner/Customer from payment other than in accord with this Estimate. Centerline Drilling is not responsible for any electrical, water testing, Water Use Permit, excessive insurance, bond, prevailing wages, or anything not listed above. Manufactures warranty shall apply on all material & equipment, and 90 days on labor. Estimate is Valid for 10 Days.

Signature and Acceptance _____

Bid Schedule of Values
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

The following schedule of bid items has been developed to allow the Town to equitably evaluate bids. Individual bid item unit costs will be used to establish the total cost of each scope of work developed to maintain, rehabilitate, and/or replace wells; work orders will be issued as authorization to proceed with the various scopes of work to be completed under this Contract. Town does not guarantee that estimated quantities shown will be utilized in full, or at all. The Town may utilize some or all of these bid items for each scope of work, as the Town deems necessary.

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
BASE BID ITEMS, GENERAL					
1	Bonds and Insurance (Maximum Allowable 3%)	LS	1	\$19380.00	\$19380.00
2	Indemnification	LS	1	\$100.00	\$100.00
3	General Conditions <u>7</u> % of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)* (Maximum Allowable 8%)	LS	1	\$27,009.50	\$27,009.50
4	Mobilization/Demobilization <u>7</u> % of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)* (Maximum Allowable 8%)	LS	1	\$27,009.50	\$27,009.50
Sub-Total Base Bid, General (Item Nos. 1-4)					\$73,499.00
BASE BID ITEMS, WELL REHABILITATION					
5	Remove and Re-Install Pump Discharge Apparatus	Each	6	\$4000.00	\$24000.00
6	Brushing and Swabbing of Well Screen, Riser or Casing	Each	1	\$800.00	\$800.00
7	Surfactant Treatment	Gallon	500	\$0.50	\$250.00
8	Surficial Aquifer Well Acidization Setup	LS	2	\$4500.00	\$9000.00
9	Well Acidization with 32% HCl	Gallon	2,000	\$5.50	\$11000.00
10	Remove Existing Screen and Riser	Each	1	\$4000.00	\$4000.00
11	Clean Out Open Hole to Total Depth	Foot	50	\$30.00	\$1500.00

*Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 3 and 4. Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
12	Drill 6-Inch Diameter Pilot Hole to 200-feet, Geophysical Logging and Abandonment.	LS	1	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
13	Furnish, Install, and Grout In Place 30-inch Steel Surface Casing to 50-feet	FT	50	<u>\$ 570.00</u>	<u>\$ 28,500.00</u>
14	Drill Nominal 28-inch Diameter Borehole Using Mud Rotary Method	FT	70	<u>\$ 150.00</u>	<u>\$ 10,500.00</u>
15	Furnish and Install 20-inch Diameter Schedule 40 PVC Well Casing	FT	120	<u>\$ 125.00</u>	<u>\$ 15,000.00</u>
16	Cement Grout 20-inch Diameter Schedule 40 PVC Well Casing In Place	94 lb. sack	250	<u>\$ 25.00</u>	<u>\$ 6,250.00</u>
17	Drill Nominal 12-Inch Diameter Borehole to 160-feet Using Reverse Air Method	FT	40	<u>\$ 125.00</u>	<u>\$ 5,000.00</u>
18	Furnish and Install 6-inch Diameter 316 Stainless Steel Screen and Riser.	Foot	100	<u>\$ 60.00</u>	<u>\$ 6,000.00</u>
19	Furnish and Install 12-inch Diameter 316 Stainless Steel Screen	Foot	40	<u>\$ 200.00</u>	<u>\$ 8,000.00</u>
20	Furnish and Install 12-inch Diameter SDR17 Certa-Lok PVC Riser Casing	Foot	120	<u>\$ 125.00</u>	<u>\$ 15,000.00</u>
21	Furnish and Install Gravel Pack for Well Screen	Cubic Foot	200	<u>\$ 30.00</u>	<u>\$ 6,000.00</u>
22	Drill nominal 19-inch Diameter Borehole Using Reverse Air Method	Foot	40	<u>\$ 125.00</u>	<u>\$ 5,000.00</u>
23	Furnish and Install Gravel Back Plug for 12-inch Diameter Liner Placement	Cubic Foot	200	<u>\$ 30.00</u>	<u>\$ 6,000.00</u>
24	Furnish and Install 12-inch Diameter Schedule 40 PVC Liner	Foot	50	<u>\$ 100.00</u>	<u>\$ 5,000.00</u>
25	Cement Grout	94 lb. Sk	100	<u>\$ 25.00</u>	<u>\$ 2,500.00</u>

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
26	Drill Out Gravel Back-Plug	Foot	75	\$ <u>20.00</u>	\$ <u>1500.00</u>
27	Airlift Development	Hour	200	\$ <u>225.00</u>	\$ <u>45000.00</u>
28	Jetting with Simultaneous Airlift Development	Hour	50	\$ <u>225.00</u>	\$ <u>11250.00</u>
29	Pump Development	Hour	200	\$ <u>200.00</u>	\$ <u>40000.00</u>
30	Step Rate Test	Hour	10	\$ <u>200.00</u>	\$ <u>2000.00</u>
31	Well Disinfection	Each	6	\$ <u>950.00</u>	\$ <u>5700.00</u>
32	Bacteriological Sampling and Testing	Each	10	\$ <u>.00</u>	\$ <u>.00</u>
33	Remove and Reinstall Transfer Pump/HSP Including Disinfection	Each	1	\$ <u>1500.00</u>	\$ <u>1500.00</u>
34	Certified Welding Services	Hour	20	\$ <u>90.00</u>	\$ <u>1800.00</u>
35	Flow Meter Calibration Services	Each	2	\$ <u>250.00</u>	\$ <u>500.00</u>
36	Major Site Restoration	Each	2	\$ <u>750.00</u>	\$ <u>1500.00</u>
37	Minor Site Restoration	Each	3	\$ <u>200.00</u>	\$ <u>600.00</u>
38	Downhole Video	Each	6	\$ <u>1500.00</u>	\$ <u>9000.00</u>
39	Extra work by Drilling Crew (Foreman and one Crew Member) with Equipment	Hour	10	\$ <u>175.00</u>	\$ <u>1750.00</u>
40	Extra work by Drilling Crew (Foreman and one Crew Member) without Equipment	Hour	40	\$ <u>50.00</u>	\$ <u>2000.00</u>
41	Standby Time, Rig and Crew onsite	Hour	10	\$ <u>5.00</u>	\$ <u>50.00</u>
42	Standby Time, Rig and Crew offsite	Hour	10	\$ <u>.00</u>	\$ <u>.00</u>
43	Pump/Motor Retrieval	Hour	10	\$ <u>175.00</u>	\$ <u>1750.00</u>

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
44	Unidentified Parts Allowance	LS	1	\$75,000.00	\$ 75,000.00
45	Disassembly and Inspection of Pump	Each	6	\$ 350.00	\$ 2100.00
46	Pump/Motor Maintenance in Shop	Hour	25	\$ 90.00	\$ 2250.00
47	Licensed Electrician Services	Hour	10	\$ 130.00	\$ 1300.00
Sub-Total Base Bid, Well Rehabilitation Price: (Item Nos. 5-47) =					\$ 385,850.00
Total Base Bid Price: (Item Nos. 1-47) =					\$ 459,349.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
ADDITIVE ALTERNATE BID ITEMS, WELL 12A CONSTRUCTION (OPEN HOLE SCENARIO)					
48	Mobilization/Demobilization (Well 12A) (Not to Exceed 10% of Well 12A Construction Cost)	LS	1	\$ 15000.00	\$ 15000.00
49	Drill 6-Inch Diameter Pilot Hole to 200-feet, Geophysical Logging and Abandonment.	LS	1	\$ 10,000.00	\$ 10,000.00
50	Furnish, Install, and Grout In Place 30-inch Steel Surface Casing to 50-feet	FT	50	\$ 570.00	\$ 28500.00
51	Drill Nominal 28-inch Diameter Borehole Using Mud Rotary Method	FT	70	\$ 150.00	\$ 10,500.00
52	Furnish and Install 20-inch Diameter Schedule 40 PVC Well Casing	FT	120	\$ 125.00	\$ 15000.00
53	Cement Grout 20-inch Diameter Schedule 40 PVC Well Casing In Place	94 lb. sack	250	\$ 25.00	\$ 6250.00
54	Drill Nominal 12-Inch Diameter Borehole to 160-feet Using Reverse Air Method	FT	40	\$ 125.00	\$ 5000.00

Bid Schedule of Values (Continued)
Construction of Surficial Aquifer Well 12A and
Surficial Wellfield Rehabilitation Program (W2111)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Value
55	Formation Water Disposal System (Well 12A)	Each	1	\$ <u>16000.00</u>	\$ <u>16000.00</u>
56	Airlift Development	Hour	200	\$ <u>225.00</u>	\$ <u>45000.00</u>
57	Pump Development	Hour	200	\$ <u>200.00</u>	\$ <u>40000.00</u>
58	Step Rate Test	Hour	10	\$ <u>200.00</u>	\$ <u>2000.00</u>
59	Downhole Video	Each	1	\$ <u>1500.00</u>	\$ <u>1500.00</u>
60	Well Disinfection and Bacteriological Testing (Well 12A)	LS	1	\$ <u>6000.00</u>	\$ <u>6000.00</u>
61	Well Water Quality Sampling (Well 12A)	LS	1	\$ <u>6000.00</u>	\$ <u>6000.00</u>
62	Well Abandonment (Well 12)	LS	1	\$ <u>15000.00</u>	\$ <u>15000.00</u>
63	Final Temporary Wellhead (Well 12A)	LS	1	\$ <u>5000.00</u>	\$ <u>5000.00</u>
64	Site Restoration (Well 12A)	Each	1	\$ <u>5000.00</u>	\$ <u>5000.00</u>
TOTAL ADDITIVE ALTERNATE, WELL 12A (OPEN HOLE SCENARIO) BID PRICE: (ITEM NOS. 48-64) =					\$ <u>231,750.00</u>

*Bidder shall indicate the percentage (%) in the blank provided on the Bid Form for Pay Items 3 and 4. Refer to Section 01025 Measurement and Payment of the technical specifications for additional detail for all Pay Items

THIS SPACE IS INTENTIONALLY LEFT BLANK.
 PROCEED TO NEXT PAGE.



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #2: Approve Repair and Calibration Services Agreement - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - PC Controls, Inc.

SUMMARY: The Utilities Department has a continuing need for a vendor to assist with the repair and calibration of water plant flow meters and related devices (i.e., water treatment control panels, lift station electrical features, water plant pump motors, etc.)

To ensure the lowest possible price, the staff recommended the Village piggyback off the current City of Pompano Beach contract awarded to PC Controls, Inc. completed through a competitive selection process - Repairs and Calibration of Flow Meters and Related Devices (RFP# T-01-22 - February 22, 2022).

If approved, the Village would accept PC Control, Inc.'s pricing and piggyback the City of Pompano Beach's contract, including all terms, conditions, and pricing. The term of the proposed agreement would expire on November 17, 2027, and may be renewed for one (1) additional five (5) year period. The Village will only expend the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The 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 or services from any State of Florida contract; agreements 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 Village Attorney prepared the proposed agreement, and the Utilities Director, Assistant Utilities Director, and Finance Director reviewed it.

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.

ATTACHMENTS:

1. Proposed Piggyback Agreement - PC Controls, Inc.
2. Approval to Piggyback - PC Controls, Inc.
3. City of Pompano Beach - Agreement - PC Controls, Inc.

4. City of Pompano Beach - Request for Proposal
5. City of Pompano Beach - Utilities Memo- PC Controls, Inc.
6. City of Pompano Beach - Bid - PC Controls, Inc.
7. City of Pompano Beach - Bid Evaluations

AGREEMENT FOR UTILITY INSTRUMENT CALIBRATION SERVICES

This Agreement for Utility Instrument Calibration services ("Agreement" hereafter) is made as of the _____ day of _____, 2023, 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 **P.C. Controls, Inc.**, 4114 W Palm Aire Drive, Pompano Beach, FL 33069, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform services for the VILLAGE; and,

WHEREAS, the City of Pompano Beach, a Florida municipal corporation, through its competitive selection process awarded the contract Request for Proposal (RFP) #T-01-22 Repairs and Calibration of Flow Meters and Related Devices ("Pompano Beach Contract" hereafter) to the CONTRACTOR for utility instrument calibration services which include substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for performing utility instrument calibration services based on the pricing and terms and conditions of the Pompano Beach Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Pompano Beach 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. Pompano Beach Contract. The Pompano Beach Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City of Pompano Beach under the Pompano Beach Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Pompano Beach Contract and pricing therein, the CONTRACTOR shall perform utility instrument calibration services as requested by the VILLAGE. If requested by the VILLAGE, the CONTRACTOR will prepare a proposal for a specific scope of services consistent with the terms and conditions of this Agreement including, without limitation, the unit pricing. If the VILLAGE approves the proposal, the VILLAGE and CONTRACTOR will execute a Work Order for the project with the CONTRACTOR's proposal as an attachment.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. Pompano Beach Contract (including the RFP, Contractor's Proposal and Contract).

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 approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. The Pompano Beach Contract.

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

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required by the Pompano Beach Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements

heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the Pompano Beach Contract term, as approved by the City of Pompano Beach, which shall expire on November 17, 2027. This Contract may be renewed by the Village Council if the underlying Contract is renewed as set forth in the Pompano Beach Contract.
- 6.11 Public Records: 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 561-584-8200, 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 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.
- 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 CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the

CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

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

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

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

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the Pompano Beach Contract.

9. 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.

10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before 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 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, 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 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.

11. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

12. Survival. The provisions of this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the terms contained herein.

13. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in an approved Work Order(s) or this Agreement. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work

beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the work in any subsequent Fiscal Year.

14. 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: P.C. CONTROLS, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ this _____ day of _____, 2023, by _____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____



P.C. Controls Inc
4114 W Palm Aire Dr 141B, Pompano Beach, FL 33069
Phone: (954) 568-9663 Fax: TBD
E-mail: pccontrolsinc@bellsouth.net

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

February 1 2023

Attn: Paul Ward

RE: Authorization Letter

To whom it may Concern:

This letter is to indicate that P.C. Controls, Inc. is authorizing the Village of Palm Springs to use the terms of our contract with the city of Pompano Beach, based on RFP T-01-22 and Ordinance 2023-09, for our services. The Service Contract 1543 is currently in effect for the period beginning November 14, 2022 through November 17, 2027 and has an optional renewal for an additional 5 years. Our services and rates per the contract are provided to the Village of Palm Springs and is applicable for the services and material provided to them.

P.C. Controls, Inc may provide proposals to you at your request. These proposals will be for material only as labor rates are defined in the contract and will not be provided on any proposals, proposals requested with labor, unless that work is SPECIFIED "outside of the contract", will be billed complete per the proposal.

If there are any questions regarding this approval or any matter related to it please feel free to contact us at the number seen above in our letterhead.

Sincerely

Norman "Paul:" Conaway
P.C. Controls Inc

SERVICE CONTRACT No. 1543

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach ("City") and P.C. Controls Inc., a Corporation ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit "A" Scope of Work (the "Work"), the Insurance Requirements set forth in Exhibit "B", and RFP T-01-22 and Contractor's Response set forth in Exhibit "C", all of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit "A", and (iii) Exhibit "C".

2. *Purpose.* City contracts with Contractor to provide repairs and calibration services of flow meters and related devices upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a term of five (5) year(s) or less beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five (5) year term.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services not to exceed one hundred and fifty thousand dollars per year (\$150,000.00). All services shall be charged per the rates submitted by Contractor within Exhibit "C".

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. *Invoices.* Contractor shall submit invoices to City as services are completed.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Randolph Brown and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Jerry E. Scaggs
132 NE 30th Street
Wilton Manors, 33334
Office: 954-568-9663
Email: pccontrolsinc@bellsouth.net

If to City: Randolph Brown, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-545-7044
Email: Randolph.Brown@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.* City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination for convenience, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and

all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Such conduct or activities shall include, but not be limited to, participation in political campaigns for any city-elected office.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

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 City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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 AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in

connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

P.C. Controls Inc.

Witnesses:

[Signature]
Caylyn Alvarado
(Print or Type Name)

[Signature]
CHIDE NELSON
(Print or Type Name)

By: [Signature]
Norman P. Conaway, President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6 day of June, 2022 by Norman P. Conaway as President of P.C. Controls Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced FL Driver License (type of identification) as identification.

NOTARY'S SEAL:



FABIOLA ALANIZ
Commission # HH 260622
Expires May 3, 2026

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Fabiola Alaniz
(Name of Acknowledger Typed, Printed or Stamped)

HH 260622
Commission Number

Exhibit A Scope of Work

I. Scope of Services

The scope of services is designed to minimize deviations between plant instrumentation and on-site lab readings, and to maximize the lifetime and productivity of the City's analytical instrumentation, as well as meet regulatory compliance guidelines. Services required include repair, modification, maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the City's Water Treatment and Reuse Treatment Plant, Well Fields and Field Operation's distribution and wastewater transmission systems.

II. Tasks/Deliverables

A. 1.) Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer shall maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.

2.) Proposer to perform Quarterly and Bi-Annual (2x year) maintenance and calibration verification for Online Analyzers and related sensors.

B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:

1.) Section A-1 Certificate / Calibration sheet.

- Name and location of the meter
- Date of calibration
- Type of meter
- Manufacturer and serial number
- Calibration range
- "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
- "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
- List of the calibration equipment used.

2.) Section A-2 Certificate / Calibration sheet.

- Name and location of the meter
- Date of calibration
- Manufacturer and serial number
- Environmental conditions.
- List of the calibration equipment used.

C. Proposer will complete additional calibration services as requested by Utilities Department Staff.

D. Response Time: Normal service request events must not exceed twenty-four (24) hours from the time of notification. Emergency service request events must not exceed two

(2) hours from time of notification

E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under the resulting agreement/contract. Proposer will be required to report to the specified City contact person prior to performing any work required by the scope of services.

F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a twenty-four (24) hour basis sufficient to satisfy the anticipated demands of this agreement/contract.

G. All parts removed from service will be returned to the City's authorized staff. Proposer will be responsible for the disposal of any non-repairable parts.

H. Proposer shall provide all labor, and tools necessary to perform calibration and instrumentation repair or/and replacement services by Proposer or Proposer sub-contractor as approved by the City.

I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement shall be removed by Proposer at the end of each business day.

J. If repairs are no longer viable nor cost effective, replacement and installation can be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, cost, estimated shipping, any warranty information and estimated time for delivery.

K. Piggybacking – Allowed only with Proposers written authorization to requestor.

L. Pricing Schedule:

Description		Cost/Hour
Cost per hour for work completed during regular work times M-F, 7:00 a.m. - 4:00 p.m.	Lead Tech	\$ 69.00
Cost per hour for work completed during all other times other than above	Lead Tech	\$ 103.50
Cost per hour for work completed during all other times other than above	Tech2	\$ 52.50
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. - 4:00 p.m.	Tech2	\$ 35.00
Certification Fees	All Transmitters	\$ 50.00
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 - \$4,400.00)	Parts Mark-up 1.2	\$ 4,800.00
Note: The above hourly rates and materials mark-up% will remain in effect for the entire term of the contract.		

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per
Aggregate. Bodily injury (each person) bodily injury (each
accident), property damage, bodily injury and property
damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
-----	---------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
-----	---	-------------	-------------

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

**T-01-22
REPAIRS AND CALIBRATION OF FLOW METERS
AND RELATED DEVICES**

OPENING: MARCH 22, 2022, 2:00:00 P.M.

**Virtual Zoom Meeting
For access go to:
<https://pompanobeachfl.gov/pages/meetings>**

Issued: February 22, 2022

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
T-01-22**REPAIRS AND CALIBRATION OF FLOW METERS AND RELATED DEVICES**

The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms for repairs and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until **2:00:00 p.m. (local), March 22, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations potable water distribution and wastewater transmission systems to calibrate flow meters and other control and monitoring instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process and distribution system data collection. Contractor will perform services upon request from the City as needed, throughout the agreement/contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation can be provided at the City's sole discretion and acceptance of quote terms. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote terms.

This agreement/contract references the terms, conditions, prices, and specifications of the agreement/contract between the City and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment and Reuse Treatment Plant, Well Fields and Field Operations distribution and wastewater transmission systems as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

I. Scope of Services

The scope of services is designed to minimize deviations between plant instrumentation and on-site lab readings, and to maximize the lifetime and productivity of the City's analytical instrumentation, as well as meet regulatory compliance guidelines. Services required include repair, modification, maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the City's Water Treatment and Reuse Treatment Plant, Well Fields and Field Operation's distribution and wastewater transmission systems.

II. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer shall maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
 - Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities Department Staff.
- D. Response Time: Normal service request events must not exceed twenty-four (24) hours from the time of notification. Emergency service request events must not exceed two (2) hours from time of notification
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under the resulting agreement/contract. Proposer will be required to report to the specified City contact person prior to performing any work required by the scope of services.

- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a twenty-four (24) hour basis sufficient to satisfy the anticipated demands of this agreement/contract.
- G. All parts removed from service will be returned to the City's authorized staff. Proposer will be responsible for the disposal of any non-repairable parts.
- H. Proposer shall provide all labor, and tools necessary to perform calibration and instrumentation repair or/and replacement services by Proposer or Proposer sub-contractor as approved by the City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement shall be removed by Proposer at the end of each business day.
- J. If repairs are no longer viable nor cost effective, replacement and installation can be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, cost, estimated shipping, any warranty information and estimated time for delivery.

III. Term of Agreement/Contract

Agreement/Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for three (3) additional one (1) year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the agreement/contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing agreement/contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

IV. Required Proposal Submittal

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal:

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below.

Title Page:

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly explain the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description		Cost/Hour
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. - 4:00 p.m.	Lead Tech	\$
Cost per hour for work completed during all other times other than above	Lead Tech	\$
Cost per hour for work completed during all other times other than above	Tech 2	\$
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. - 4:00 p.m.	Tech 2	\$
Certification Fees	All Transmitters	\$ /each
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 - \$4,400.00)	Parts Mark-up	
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.		

Schedule:

Proposer shall provide a timeline/timetable that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out of your company's/firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

V. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Awarded Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager.

If you are responding to this solicitation and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/agreement/contract.

Awarded Proposer is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by Awarded Proposer, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Awarded Proposer under the agreement/contract.

Throughout the term of the agreement/contract, Awarded Proposer and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Awarded Proposer is obligated to pay compensation to employees engaged in the performance of the work. Awarded Proposer further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims, which arise from Awarded Proposer's negligent acts or omissions in connection with Awarded Proposer's performance under this agreement/contract.

- 2) Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$2,000,000 Per Occurrence and \$5,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	
XX liquor legal liability	

AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate
XX comprehensive form	
— owned	
— hired	
— non-owned	

REAL & PERSONAL PROPERTY	
XX comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY	Per Occurrence Aggregate
XX other than umbrella	bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence Aggregate
XX * Policy to be written on a claims made basis	\$1,000,000 \$1,000,000

- 3) If Professional Liability insurance is required, Awarded Proposer agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX	environmental/pollution liability
	\$1,000,000 /\$1,000,000

CYBER LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

\$1,000,000	/\$1,000,000
-------------	--------------

__ Network Security / Privacy Liability

__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

__ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

__ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

- C. Employer's Liability. Awarded Proposer and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

- D. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Awarded Proposer, the Awarded Proposer shall promptly provide the following:

- 1) Certificates of Insurance evidencing the required coverage;
- 2) Names and addresses of companies providing coverage;
- 3) Effective and expiration dates of policies; and

- 4) A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
- F. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such agreement/contract on a pre-loss basis.
- G. The Awarded Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

VI. Selection/Evaluation Process

A Selection/Evaluation Committee (the "Committee") will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission.

Proposals will be evaluated using the following criteria:

	<u>Criteria</u>	<u>Point Range</u>
A.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
B.	References History and performance of company/firm project team on similar projects. References and recommendations from previous clients	0-20

C.	Resources and Methodology	0-25
	Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	
D.	Cost	0-30
	Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	
	Total	0-100

Financial statements or other financial information that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for a solicitation, and were not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the Committee shall furnish the City Commission (for its approval) a listing, in ranked order, of no fewer than three

companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

VII. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

VIII. Right to Audit

Awarded Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Awarded Proposer pursuant to the agreement/contract.

City's agent or its authorized representative shall have access to the Awarded Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Awarded Proposer pursuant to the agreement/contract.

IX. Retention of Records and Right to Access

The City is a public agency subject to, Florida Statutes Chapter 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:

- A. Keep and maintain public records required by the City in order to perform the service;
- B. Upon request from the City's custodian of public records, provide the City with a copy of 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and

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

X. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City as duly authorized expressions on behalf of the company/firm.

XI. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

XII. Independent Contractor

The Awarded Proposer will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

XIII. Staff Assignment

The City reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

XIV. Agreement/Contract Terms

The agreement/contract resulting from this RFP shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this solicitation, together with the successful proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Awarded Proposer, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Awarded Proposer agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

XV. Waiver

It is agreed that no waiver or modification of the agreement/contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

XVI. Survivorship Rights

The agreement/contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

XVII. Termination

The agreement/contract resulting from this RFP may be terminated by the City without cause upon providing Awarded Proposer with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the agreement/contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the agreement/contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

XVIII. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

XIX. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

XX. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the solicitation. Exceptions or deviations may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

XXI. Standard Provisions**A. Governing Law**

Any agreement/contract resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

B. Licenses

In order to perform public work, the Awarded Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by state statutes or local ordinances.

C. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Section 112.313, Florida Statutes.

D. Drug Free Workplace

The Awarded Proposer will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes.

E. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/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 thirty-six (36) months from the date of being placed on the convicted vendor list.

F. Patent Fees, Royalties, And Licenses

If the Awarded Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Awarded Proposer and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage, which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

G. Permits

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

H. Familiarity With Laws

It is assumed the Awarded Proposer will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

I. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Pompano Beach, General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

J. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

K. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Section 218, Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

L. Public Records

1. The City is a public agency subject to, Section 119, Florida Statutes. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of 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, Section 119, Florida Statutes or as otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the agreement/contract, the Awarded Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Awarded Proposer to provide the above-described public records to the City within a reasonable time may subject Awarded Proposer to penalties under, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

XXII. Questions and Communication

All questions regarding this RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

XXIII. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

XXIV. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as an attachment to this RFP.

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the solicitation. I have read the solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal. I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to Sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

I Certify: _____

CONFLICT OF INTEREST

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No ____ Yes ____

Contractor Performance Report



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____
2. Contract Period: from _____ to _____
3. RFP# & or P.O.#: _____
4. Contractor Name: _____
5. City Department: _____
6. Project Manager: _____
7. Scope of Work (Service Deliverables): _____

Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.



T-01-22

PC Controls Inc

Supplier Response

Event Information

Number: T-01-22
 Title: Repairs and Calibration of Flow Meters and Related Devices
 Type: Request for Proposals
 Issue Date: 2/22/2022
 Deadline: 3/22/2022 02:00 PM (ET)
 Notes: The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms for repairs and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.
 The City will receive sealed proposals until **2:00:00 p.m. (local), March 22, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.
 Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

Contact: Tammy Thompson
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

PC Controls Inc Information

Address: 4114 W Palm Aire Dr 141B
 Pompano Beach, FL 33069
 Phone: (954) 568-9663
 Fax: (954) 563-0919
 Email: pccontrolsinc@bellsouth.net

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jerry E Scaggs

Signature

Submitted at 3/17/2022 12:14:13 PM

pccontrolsinc@bellsouth.net

Email

Requested Attachments

Solicitation Proposal

PCCI Submission 031722 - RFQ# T-01-22.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Bid Attributes

1 Extension of prices, terms and conditions to other governmental entities

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.

Yes

2 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☒ Certified (Certified)

3 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

4 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

5 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes (Yes)**6 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree (Agree)



Phone: (954) 545-7016

**City of Pompano Beach
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

MEMORANDUM NO. 23 – 04

DATE: July 27, 2022

TO: Greg Harrison, City Manager

FROM: Phil Hyer, Utilities Treatment Plant Superintendent

C: A. Randolph Brown, Utilities Director
Antonio Pucci, Contract Manager

SUBJECT: Request for Ordinance- Five Year Agreement with PC Controls, Inc

The Water and Reuse Treatment Plants have numerous equipment and instrumentation which monitors and provides continuous information on plant operational processes. This information may assist with the automatic operation of the processes within the treatment plant and may also provide documentation that is required to be reported on regulatory compliance reports. It is critical that this equipment and related instrumentation devices be maintained, calibrated and repaired or replaced when needed by qualified technicians. Solicitation T-01-22 Repairs and Calibration of Flow Meters and Related Devices was advertised for independent third-party services for this work.

The scope of services was designed to minimize deviations between plant instrumentation and on-site lab readings, and to maximize the lifetime and productivity of the City's analytical instrumentation, as well as meet regulatory compliance guidelines. Services required include repair, modification, maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the City's Water Treatment and Reuse Treatment Plant, Well Fields and Field Operation's distribution and wastewater transmission systems.

Three companies responded to the solicitation and their proposal submittals were evaluated by a Utilities Department selection committee. All proposals were discussed and then each committee member ranked individually. After all of the rankings were tallied, PC Controls, Inc was the highest ranked submittal.

Utilities Department requests an Ordinance for execution of a multiyear agreement with PC Controls, Inc.



**Invitation to Bid
Repairs and calibration of flow meters and related devices
RFP# T-01-22**

Prepared by
P. C. CONTROLS, INC.
4114 W Palm Aire Dr #141B
Pompano Beach, FL 33069

Jerry E Scaggs
954 568-9663

Submitted for your consideration 3/22/2022



Table of Contents

- **Letter of Transmittal**
- **Proposal**
- **RFQ Rate request (RFQ page 5)**
- **Complete PCCI Rate sheet**
- **References**
- **Litigation**
- **City Form**
- **Insurance Certificate / WC Waiver**
- **Copies of Forms**
- **Pompano RFQ - Original**



P.C. Controls Inc
4114 W Palm Aire Drive 141B, Pompano Beach, FL 33069
Phone: (954) 568-9663 Fax: N/A
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

March 17, 2022

Attn: Purchasing Department

RE: RFP T-01-22 – Letter of Transmittal

To whom it may concern,

In compliance with the fulfillment of the requirements of the Request for Proposal "Repairs & Calibration of Flow Meters and Related devices" RFP# T-01-22, PC Controls Inc would like to present the proposal entitled "Repairs & Calibration of Flow Meters and Related devices" RFP# T-01-22, in accordance with your instructions

The main purpose of the attached documents are to propose rates and services we would like to provide for your city under this RFP. We feel strongly that we are an ideal candidate for this since we have provided these services both under contract and on a Time and Material basis for well over a decade. This will also help reduce overhead cost by providing you a single point of contact for all related material and services to this proposed contract.

Additionally as part of this document we provide primary contact information for PCCI personnel. All contact should be made to our office at 954 568-9663 or by email at pccontrolsinc@bellsouth.net. In accordance with the RFP, if additional contact information is needed, it can and will be provided.

We hope that this proposal will meet your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Scaggs", is written over the word "Sincerely,".

Jerry E Scaggs
P.C. Controls Inc



P.C. Controls Inc
 4114 W Palm Aire Drive 141B, Pompano Beach, FL 33069
 Phone: (954) 568-9663 Fax: N/A
 E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
 1205 NE 5th Ave
 Pompano Beach, FL 33060

March 17, 2022

Attn: Purchasing Department

RE: RFP T-01-22 – Scope and qualifications.

PROPOSAL

To whom this may concern,

We are pleased to submit our proposal for "Repairs and calibration of flow meters and related devices". This proposal is provided per the scope of work detailed in RFP# T-01-22 dated 2/22/2022. It is understood that this bid is for a contract period of one (1) year and renewable for three (3) additional one (1) year terms with approved modifications if any.

Scope of services

PC Controls Inc (PCCI) is capable of providing you the customer (CITY) with quality utility instrument calibration services for the City of Pompano Beach. We feel that we are able to state this based on past service provided to both the water and wastewater facilities and the familiarity with your equipment based on that past service. PCCI can provide calibration and other related services to all types, makes and models of Flowmeters, Pressure transmitters, Process Control Instrumentation including remote terminals and all data transmitting devices used in the these processes at WTP, ReUse, Well fields and other offsite locations (identified collectively as UTILITY in this proposal from this point forward.

Calibrations will be conducted and documented as needed during normal operations of UTILITY on an ongoing basis. Formally documented calibrations (Certifications) will be conducted as per site maintenance requirements and to satisfy obligations to monitoring agencies such as South Florida Water Management (SFWM) or DEP. Copies of certification documents are attached and made part of this document, these are approved documents from these agencies. This alone does not ensure that UTILITY is working properly and can institute and Flow Meter Accounting Method that monitors Influent and Effluent equipment to verify that water coming into UTILITY equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from UTILITY will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event no CITY stock is available to use as a replacement will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with UTILITY approval. All related documentation will be provided to UTILITY.

PCCI offers to CITY our services to UTILITY with a 24 hours emergency "On- Call" service. PCCI will provide these services at rates and markup as seen on attached "Rates and Fees" as well as those detailed in

the provided table included in the RFP Page 5 which are attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment – PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturers' equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will not be charged.

Qualifications

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has vast knowledge of all types of instrumentation, including Flow, Pressure, Level and other Process instrumentation and equipment used in the industry. Our experience comes from all phases of work – Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart Recorder or Totalizers, from a stand-alone application to a complete loop including remote operation, PCCI should be your first call. PCCI not only will be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

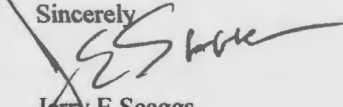
We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps you keep your equipment in compliance by notification when calibrations are due and schedule them within any needed timeframe.

PC Controls Inc is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits UTILITY needs and budget. PCCI is a local business to Broward County Florida and operates under Broward County License 329-0031043 but have worked with customers all over Florida. This along with all information collected in the RFP and other associated proposal documents should clarify any questions regarding the firm's ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a markup greater than the stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list even after markup is applied.

Sincerely,


 Jerry E Scaggs
 P.C. Controls Inc

Description		Cost/Hour
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. - 4:00 p.m.	Lead Tech	\$ <u>69.00</u>
Cost per hour for work completed during all other times other than above	Lead Tech	\$ <u>103.50</u>
Cost per hour for work completed during all other times other than above	Tech 2	\$ <u>52.50</u>
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. - 4:00 p.m.	Tech 2	\$ <u>35.00</u>
Certification Fees	All Transmitters	\$ /each <u>50.00</u>
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 = \$4,400.00)	Parts Mark-up <u>1.2</u>	\$ <u>4,400.00</u>

Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.

Schedule:

Proposer shall provide a timeline/timetable that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out of your company's/firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

V. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.



P.C. Controls Inc
 4114 W Palm Aire Drive 141B, Pompano Beach, FL 33069
 Phone: (954) 568-9663 Fax: N/A
 E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
 1205 NE 5th Ave
 Pompano Beach, FL 33060

March 17, 2022

Attn: Purchasing Department

RE: RFP T-01-22 - Rates and Fees

These rates are reflective of PC Controls contracted rates and are lower than rates that will go in effect for all customers not under contract effective 1/1/21.

Labor rate hours are defined as either 7am – 4pm or outside of that timeframe as defined in RFP# E-30-20.

Rates:	Lead Technician	\$ 69.00 / hour
	Technician 2	\$ 35.00 / hour

Rates - Emergency Call / After Hours	
Lead Technician	\$103.50 / hour
Technician 2	\$ 52.50 / hour
(Non-programming / outside 7am-4pm M-F))	

Note: Please be aware that PC Controls charges and minimum of 3 hours on all service calls.

Certification	All Transmitter Types	\$ 50.00 / each
Fees:		

Credit Card Fee: A 3.5% fee will apply to all invoices paid by credit/procurement cards.

Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge: \$10.00 / per visit (Broward County)

Note: this fee was re-instated February 2022 and will remain in effect until fuel costs fall to acceptable levels.

Thank you for the opportunity to provide you with information regarding our company and we look forward to working with you in the future. Please feel free to contact us when we can be of any further assistance.

Sincerely

 A handwritten signature in black ink, appearing to read "Jerry E Scaggs", is written over a horizontal line.

Jerry E Scaggs
 P.C. Controls Inc



P.C. Controls Inc
4114 W Palm Aire Drive 141B, Pompano Beach, FL 33069
Phone: (954) 568-9663 Fax: N/A
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

March 17, 2022

Attn: Purchasing Department

RE: RFP T-01-22 – References

PROPOSAL

To whom this may concern,

We are pleased to submit our references which are current customers in the industry

- 1.) City of Dania Beach WTP
100 W Dania Beach Blvd
Dania Beach, FL 33004
Contact: Nate Costa
954 687-8605 cell
- 2.) Village of Palm Springs WTP
226 Cypress Lane
Palm Springs, FL 33461
Contact: Dave Burgin
561 635-4282 cell
- 3.) City of Plantation WTP - Contract
700 NW 91 Ave
Plantation, FL 33324
Contact: James Dunmire
954 797-2169
- 4.) Seacoast Utilities – PGA WWTP
11298 Nursery Lane
Palm Beach Gardens, FL 33410
Contact: Robert Gruppo
561 627-9263

Sincerely,

A handwritten signature in black ink, appearing to read "J. Scaggs", is written over the printed name.

Jerry E Scaggs
P.C. Controls Inc



P.C. Controls Inc
4114 W Palm Aire Drive 141B, Pompano Beach, FL 33069
Phone: (954) 568-9663 Fax: N/A
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

March 17, 2022

Attn: Purchasing Department

RE: RFP T-01-22 – Litigation disclosure

Please be aware that PC Controls Inc has had **NO litigation** issues arising from performance of the company nor any officer or employee within the last 5 years.

Sincerely

A handwritten signature in black ink, appearing to read "Jerry E Scaggs", written over a horizontal line.

Jerry E Scaggs
P.C. Controls Inc

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the solicitation. I have read the solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal. I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Jerry S. Swales Title VP / Administrator

Company (Legal Registered) P.C. Controls Inc

Federal Tax Identification Number 65-6789111

Address 4114 W Palm Aire Dr #141B

City/State/Zip Pompano Beach FL 33064

Telephone No. 954-568-9463 Fax No. N/A

Email Address pccontrolsinc@bellsouth.net

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP T-01-22 Repairs + Calibration of Flarelights + Related Services
 (number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Jeray S. Scaras Title VPI Administrator
 Company (Legal Registered) P.C. Controls, Inc.
 Federal Tax Identification Number 65-0789111
 Address 4114 W. Palm Aire Dr. #141 B
 City/State/Zip Pompano Beach, FL 33069
 Telephone No. 954-568-9663 Fax No. N/A
 Email Address pccontrolsinc@bell.south.net

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

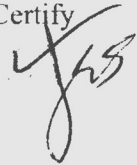
REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Proposer's Name: P.C. Controls INC

Vendor FEIN: 65-0789111

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to Sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

A handwritten signature in black ink, appearing to be "JHS", written over the "I Certify" text.

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

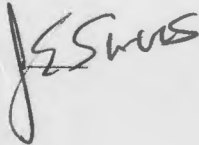
Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

I Certify:



CONFLICT OF INTEREST

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No ☒ Yes ☐



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	John Sena Agency, Inc 190 Glades Road Suite C BOCA RATON, FL 33432	CONTACT NAME:	William Mennitt	
		PHONE (A/C, No, Ext):	(561)391-4661	FAX (A/C, No): (561)338-6551
		E-MAIL ADDRESS:	wmennitt@thesenagroup.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	P C CONTROLS, INC. 4114 W PALM AIRE DR #141B POMPANO BEACH, FL 33069	INSURER A :	Nautilus Insurance Co	
		INSURER B :	Nationwide Ins Co of America	
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 00015435-1260915

REVISION NUMBER: 28

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	NN1349162	12/29/2021	12/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ACPBAZ5914885942	10/27/2021	10/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 500 EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF POMPANO BEACH
1205 NE 5TH AVE.
POMPANO BEACH, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WIM)

© 1988-2015 ACORD CORPORATION. All rights reserved.



**City of Pompano Beach, Purchasing
Division**

**1190 NE 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

Date: 3-17-2022

To: PC Controls, Inc.
4114 W Palm Aire Dr 141B
Pompano Beach, Fl. 33069

Dear Mr. Conaway,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to the Purchasing office, 1190 NE 3rd Ave, Building C, Pompano Beach, FL 33060.

PC Controls, Inc. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. PC Controls, Inc. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

NP Conaway
Signature

3-17-22
Date

Norman P. Conaway - President/owner
Name and Title (print)



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 415-2123, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Location:
 Function:
 Technician:

Cal. Type:
 Date:
 DueDate:
 Interval:

Test Equipment Used:

Transmitter Calibration Data

Mfr:

Model#:

Serial#:

Full Scale:

Line Size:

Input	Measured Output (mA) (v)		Req'd Output (mA) (v)	Remarks
	B	A		

Receiver Calibration Data

Mfr: SCADA

Full Scale:

Dial X:

O/ Full Scale	Signal in mA/Volt	Req. Output GPM/MGD	Indication GPM/MGD	Remarks
0				
25				
50				
75				
100				

Totalizer Calibration Data

Mfr:

Model#:

Serial#:

Totalizer Before:

Totalizer After:

Counter X:

% O/ Full Scale	Signal in mA/Volt	Req. Output Count	Act. Output Count		Time per Test	Remarks
			B	A		
50						
100						
0						

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature :



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 568-9663, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Certified Flow Meter Test Record

Customer: _____

Consumptive Use Permit # _____

Test Site _____ District ID# _____

Contact _____ Number _____

Meter Model _____ Serial# _____

Meter Accessories _____

Pipe Information

Material _____

Line Size _____ OD Thickness _____ WT

Transducer Spacing _____ Distance from Meter installation is _____

Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ _____ GPM

Initial Meter Reading at Calibration Start: _____ X _____ End: _____ X _____

_____ Gallons Totalized in _____ Seconds Average _____ GPM

Test Meter Reading at Calibration Start: _____ 0 _____ X 1 _____ End: _____ X 1 _____

_____ Gallons Totalized in _____ Seconds Average _____ GPM

Meter Tested at _____ % Accuracy Last Meter Test _____ Last Accuracy _____

Comments: Prior to calibration meter was reading _____ % of test meter – Site meter read _____ GPM and test meter read _____ GPM.

Performed By: _____

Date: _____

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature : _____

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: PC CONTROLS INC.

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>25</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>20</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>20</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>25</u>
Total		0-100	<u>90</u>

List the reasons for this evaluation (justify the rating/scoring):

- COMPANY MOST EXPERIENCED W/ OUR INSTRUMENTATION
 - LONG HISTORY OF QUICK RESPONSE TO NEEDS AND GOOD JOB PERFORMANCE
 - REFERENCES - CALLED LOCAL UTILITY - "THEY DO GREAT JOB"
 - COST - REASONABLE COST - 2ND LOWEST EXCEPT FOR 2ND TECH - LOWEST
 - 3 TECHS
 - SERVICE ALL BRANDS - PROVIDE 24 ^{ON} HR CALL SERVICE.

PHIL HYER

Signature of Evaluator

4/13/22

Date

PHIL HYER

Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: TRI NOVA INC

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>15</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>10</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>15</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>20</u>
Total		0-100	<u>60</u>

List the reasons for this evaluation (justify the rating/scoring):

- SUBMITTAL STATES 2 TECHS NEAR POMPAHO BUT DOESN'T SAY WHERE THEY ARE LOCATED
- NO MENTION OF EXP W/ HALL EQUIPMENT
- MARK UP ONLY ADDRESSES PRODUCT THEY SELL - IS SILENT TO OTHERS - INCOMPLETE AS TO MARK-UPS OTHER THAN WHAT ^{SUBMITTAL} THEY REP.
- CHECKED REFERENCE - BEST TECH OUT OF AREA (BUCKY JONES) HAD SOME SERVICE ISSUES THAT HAD TO BE ESCALATED UP ORGANIZATION TO BE RESOLVED
- NO MENTION OF PROVIDING 24 HR RESPONSE.

Phil Hyer

Signature of Evaluator

4/13/22

Date

Phil Hyer

Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: UNIVERSAL CONTROLS INSTRUMENT SERVICES, INC

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>20</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>15</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>20</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>15</u>
Total		0-100	<u>70</u>

List the reasons for this evaluation (justify the rating/scoring):

— SUBMITTAL REPRESENTS STAFF w/ KNOWLEDGE — ONE
USED TO WORK WITH HACH — NOT STATED HOW CLOSE
THEY ARE LOCATED — NO 24 HR ON CALL
— CORP EXPERIENCE y company — RESPONSE TIME LONGER THAN
EXPECTED — FLOW METER CALIBRATION
RESULTED IN 2 YR OLD METER
NEEDING REPLACED (?)
REFERENCES — LOCAL REFERENCE (WPB) BAO PHONE # COULD NOT REACH
COST — HIGHEST OF ALL SUBMITTALS —

Chen

Signature of Evaluator

4/13/22

Date

PHIL HYER

Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: PC Controls

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>25</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>20</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>25</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>28</u>
Total		0-100	<u>98</u>

List the reasons for this evaluation (justify the rating/scoring):

Reasonable cost

Three techs

15 yrs exp at Pumpco Utilities

24 hour service

good local references



4/13/2022

Richard Johnson

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: TRINOVA

Line	Criteria	Point Range	Scoring
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>25</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>20</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>20</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>30</u>
Total		0-100	<u>95</u>

List the reasons for this evaluation (justify the rating/scoring):

Large Company but no local office.
6 technicians - 2 minutes away (How many)
References for utilities of similar size
Never mentioned in proposal ability to provide 24 hour response.
Best cost

[Signature]

Signature of Evaluator

4/13/2022

Date

Richard Johnson

Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: UNIVERSAL Controls

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>25</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>20</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>20</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>20</u>
Total		0-100	<u>85</u>

List the reasons for this evaluation (justify the rating/scoring):

twice the cost
not Local (most experienced tech)
only 3 techs
claim 24 hour response but not proven
in previous opportunities


Signature of Evaluator

4/13/2022
Date

Richard Johnson
Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: PC Controls Inc.

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>24</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>18</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>23</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>28</u>
Total		0-100	<u>93</u>

List the reasons for this evaluation (justify the rating/scoring):

PC Controls services all brands of Instrumentation. They provide a 24 hour "on call service". They are a local Broward County business. Cost for Tech 1= \$69/hr from 7am-4pm. All other hours are \$103.40. Tech 2 \$35.00/hr for service between 7am-4pm. All other hours \$52.50. Certification fee is \$50 per transmitter. They do charge a 3 hour minimum as well as a \$10 fuel charge per visit. Parts markup is 1.2.

Randal Rennekamp

Signature of Evaluator

4-7-2022

Date

Randal Rennekamp

Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: Trinova Inc.

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>23</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>18</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>23</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>24</u>
Total		0-100	<u>88</u>

List the reasons for this evaluation (justify the rating/scoring):

Trinova has 5 techs in the Lakeland Florida area. 2 tech. are within minutes of Pompano Beach. Cost is the same for lead tech as well as 2nd tech and are as follows. \$65.00/hr. for hours between 7am-4pm. All other hours are \$97.50/hr. Certification fees are \$49 per instrument. Parts markup 1.1. There will be a 4 hour minimum charge. Travel is charged both ways. Fuel surcharge is \$10 and will be adjusted as fuel prices increase. City must provide calibration standards or get charged at a 1.2 multiplier for standards and instrument specific tooling.

Randal Rennekamp

4-7-2022

Randal Rennekamp

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA

RFP T-01-22 Repairs and Calibration of Flow Meters and Related Devices

Proposer: Universal Controls Instrumentation Services Inc.

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>	<u>Scoring</u>
1	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25	<u>23</u>
2	References - History and performance of firm/project team on similar projects. - References and recommendations from previous clients.	0-20	<u>18</u>
3	Resources and Methodology - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25	<u>23</u>
4	Cost - Adequacy of amount of quality resources assigned to the project. - Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30	<u>20</u>
Total		0-100	<u>84</u>

List the reasons for this evaluation (justify the rating/scoring):

Response time stated is 24 hours. They service all brands of instrumentation. Travel time is charged at half the normal hourly rate and is typically from West Palm Beach. No Mileage fees charged. Their per hour fees are \$103.40 during the hours between 7am-4pm. All other hours are \$195.00 per hour. Same for Tech 1&2. They charge a "Certification Fee of \$115 per transmitter for certifications. Parts markup=1.1

All techs have 20 plus years of experience.

Randal Rennekamp

4-7-2022

Randal Rennekamp

Signature of Evaluator

Date

Printed Name



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #3: Approve Professional Services Agreement - 4th Amendment - Term Extension - Calvin Giordano

SUMMARY: On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) – Section 287.55, Florida Statutes.

As a result, on March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure, facilities, general engineering services, plat and plan review services, and building design/review services, including Calvin Giordano & Associates, Inc.

On May 12, 2016, the First Amendment to each Professional Services Agreement was approved to clarify the terms and fees for each proposed engineering firm. The duration of the agreement was clarified to coincide with the term that was outlined in RFQ No. 2016-002 - an initial term of five (5) years from the date of the agreement with the option, upon approval by both parties, to renew for three (3), one-year periods.

The initial five-year term expired in 2021, a Second Amendment to the Agreement was approved on March 11, 2021, and a Third Amendment to the Agreement was approved on February 10, 2022, to provide one (1) year renewal.

Code Enforcement staff receives professional arborist services from Calvin Giordano. Staff proposes a third (final) renewal for one (1) year in consideration of these services.

The Professional Services Agreement, if approved, would extend until March 11, 2024 without the possibility of a renewal.

The proposed 4th Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Planning, Zoning, and Building Director.

FISCAL IMPACT:

The proposed request has a minimal fiscal impact on the Village.

ATTACHMENTS:

1. NEED Proposed Fourth Amendment - Professional Services Agreement - Calvin Giordano

AGENDA ATTACHMENT PLACEHOLDER



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Public Works

ITEM #4: Work Authorization No. KSV-S01 – Task Order No. 311- Public Works Department (FY 2023 – Stormwater Enterprise Fund 42338-56300) – Keshavarz & Associates, Inc.

Summary: The 2nd Avenue North Area has experienced drainage and standing water concerns for several years prior to this area being annexed into the Village and roadways transferred from PBC as identified by Village staff, the Village's Stormwater System Evaluation and Improvement Plan, and the Village of Palm Springs Community Redevelopment Agency.

In 2016, a Consultant was contracted by the Village to conduct and study and prepare the Village's Stormwater System Evaluation and Improvement Plan. The 2nd Avenue North Area was identified as the 3rd highest priority within the Village and identified potential solutions to alleviate the drainage issues within this area through FDOT and LWDD. The 2nd Avenue North Area Drainage System Improvement Project includes approximately 6,100 linear feet of drainage system improvements located within Village roadways and drainage easements located within the southeast portion of the Village as outlined below:

- 2nd Avenue North from Lake Worth Road to Riedel Road (1,900 linear feet)
- Davis Road from Lake Worth Road to Lakewood Road (1,340 linear feet)
- Miller Road, north of 2nd Avenue North (1,000 linear feet)
- Riedel Avenue, north of 2nd Avenue North (1,300 linear feet)
- 10' Drainage Easement from Lake Worth Road to 2nd Avenue North, along the east side of Palm Beach County Fire Station No. 31 (570 linear feet)

As a result, the Village Council is requested to approve Work Authorization KSV-S01 to support all required professional engineering services and related tasks associated with the 2nd Avenue North Area Drainage System Improvement Project by Keshavarz & Associates, Inc., the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Amount</u>
Preliminary Design and Consulting Services	\$ 46,280.00
Land Surveying, Coordination for Subsurface Utility Engineering, and Geotechnical Investigation Services	\$ 92,210.00
Roadway and Drainage Improvement Design Services	\$ 113,150.00
Permitting Services	\$ 7,000.00

Bid Assistance	\$ 10,100.00
Construction Phase Services	\$ 139,280.00
General Consulting Services	\$ 20,920.00
Reimbursable Expenses (includes Subconsultant Efforts for SUE and Geotechnical Investigations)	\$ 61,085.00
Total	\$ 490,025.00

The Village Council has approved \$1,859,550.00 for the 2nd Avenue North Area Drainage System Improvement Project with the FY 2023 Budget - Storm Enterprise Fund 42338-56300. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Staff recommends approval of the proposed Work Authorization KSV-S01 with Keshavarz & Associates, Inc. in the amount of \$490,025.00 for professional engineering services associated with the 2nd Avenue North Area Drainage System Improvement Project. If approved, the Village would accept Keshavarz & Associates, Inc. pricing as outlined within the previously approved General Consulting Services Continuing Contract with Keshavarz & Associates, Inc. including all terms, conditions, and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2016R-002-Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

The proposed work authorization was prepared by Keshavarz & Associates, Inc. and reviewed by the Assistant Public Works Director, Village Attorney, and Finance Director.

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Stormwater Enterprise Fund 42338-56300.

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.

Note: This project is funded by the American Rescue Plan Act (ARPA)

ATTACHMENTS:

1. WA #KSV-S01 - 2nd Avenue North - Keshavarz - Consulting Services (2) (3)
2. Capital Improvement Project Detail Form - 2nd Ave Stormwater Improvements (Flatten)
3. Agreement RFQ 2016R-002 Keshavarz & Associates
4. Amendment No. 4 - Agreement-Keshavarz_20221110
5. American Rescue Plan Act (ARPA) contract Addendum



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE : 1/20/2023

VILLAGE RFQ. NO.: 2016R-002

WORK AUTHORIZATION NO. KSV-S01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO. 311 G/L CODE: 42338-56300

KESHAVARZ & ASSOCIATES, INC. PROJECT NO.: 20-1350

PROJECT TITLE: 2nd Avenue North Area Drainage System Improvements

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated March 24, 2016, between the Village of Palm Springs (“VILLAGE”), and Keshavarz & Associates, Inc. (“CONSULTANT”) as Amended on February 10, 2022, hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The 2nd Avenue North Area Drainage System Improvement Project includes approximately 6,100 linear feet of drainage system improvements located within Village roadways and drainage easements located within the southeast portion of the Village as outlined below:

- 2nd Avenue North from Lake Worth Road to Riedel Road (1,900 linear feet)
- Davis Road from Lake Worth Road to Lakewood Road (1,340 linear feet)
- Miller Road, north of 2nd Avenue North (1,000 linear feet)
- Riedel Avenue, north of 2nd Avenue North (1,300 linear feet)
- 10' Drainage Easement from Lake Worth Road to 2nd Avenue North, along the east side of Palm Beach County Fire Station No. 31 (570 linear feet)

As a background, the 2nd Avenue North Area has experienced drainage and standing water concerns for several years prior to this area being annexed into the Village and roadways transferred from PBC as identified by Village staff, the Village’s Stormwater System Evaluation and Improvement Plan and the Village of Palm Springs Community Redevelopment Agency.

In 2016, Consultant was contracted by the Village to conduct and study and prepare the Village’s Stormwater System Evaluation and Improvement Plan. The 2nd Avenue North Area was identified as the 3rd highest priority within the Village and identified potential solutions to alleviate the drainage issues within this area through FDOT and LWDD.

In 2020, Consultant was contracted by the Village to coordinate with FDOT, LWDD and SFWMD in efforts of providing a drainage solution for the 2nd Avenue North Area. During this process, the Consultant conducted a stormwater management system analysis for the area prepared conceptual engineering plans and obtained conceptual approvals with FDOT, LWDD and SFWMD for the proposed drainage improvement depicted on the conceptual engineering plans.

In 2022, the Village applied for a Resilient Florida Grant Opportunity based on the conceptual engineering plans for the 2nd Avenue Area Drainage System Improvements and has requested surveying and engineering related services for the detailed design, permitting and construction of the project.

II. SCOPE OF SERVICES

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

Task 1. Preliminary Design and Consulting Services

1.1 Project Management, Research, Data Exchange and Project Orientation:

The Consultant shall actively manage its sub-consultants towards the proper and successful execution of the Village's objectives in the context of the project scope. Consultant's project management responsibilities range from internal to external methods and approaches affecting the general advancement of the project. Included in this task is the Consultant's continual quality assurance and control efforts performed by the senior project manager and project director/principal as the work proceeds.

The Consultant shall research, review and study record drawings, geographic information system (GIS) database information, and other pertinent information of the existing facilities within the road rights-of-way and proposed drainage system corridors.

This task includes general correspondence, coordination and data exchange with the Village as needed throughout the project as well as a kick-off meeting with the Village. The Consultant will prepare the agenda for the kick-off meeting and will issue a meeting summary following the meeting.

1.2 Meetings with Property Owners:

The Consultant shall assist the Village in coordination efforts with the adjacent property owners by attending up to two (2) meetings to review and discuss the proposed project. This task includes the preparation of exhibits depicting the proposed improvements, together with potential drainage and construction easements needed to install the proposed facilities, etc.

1.3 Field Visits:

The Consultant shall conduct two (2) field visits, the first to observe the project corridors, photograph and document existing field conditions and to identify possible conflicts or constraints and a second visit, post 90% design, to review the design as compared to the site conditions.

1.4 Utility Coordination:

The Consultant shall identify the pertinent entities and prepare exhibits and distribute requests for existing facility locations and proposed improvements to the dry utilities providers (electric, gas, phone, CATV, traffic, etc.). The Consultant shall coordinate and track the responses from the utility providers and incorporate the results onto the construction plans in an attempt to minimize potential conflicts during construction.

Task 2. Land Surveying, Subsurface Utility Engineering (SUE) and Geotechnical Investigation Services:

2.1. Coordination with SUE and Geotechnical Sub-Consultants for Field Investigations:

The Consultant shall coordinate with the SUE sub-consultant, InfraMap Corp. (InfraMap) and the geotechnical exploration sub-consultant, Tierra South Florida, Inc. (Tierra) on a continual basis to schedule their respective services as needed in a timely manner.

The Consultant shall prepare and provide utility targeting/scanning and test hole exhibits to InfraMap for the required work. InfraMap shall scan the limits of the proposed corridors and designated road R/W using ground penetrating radar (GPR) and other methods as indicated in their proposal.

Further in the design phase, additional information will be needed for the existing utilities that may be in conflict with the proposed drainage infrastructure. Test holes will be conducted to confirm the condition, material and location (vertical and horizontal) of the potential conflicts. The Consultant shall prepare exhibits to provide to InfraMap depicting the location of the areas needing additional information for design purposes, whether via scanning or soft digs.

Further, the Consultant shall coordinate with Tierra to perform Percolation and Standard Penetration Test (SPT) soil borings at locations determined by Tierra based on their assessment of the corridor's existing conditions and geotechnical characteristics.

The Consultant shall provide both InfraMap and Tierra all available system information assembled in coordination with the Village and utility providers at the time of the requested SUE and geotechnical activities. InfraMap and Tierra shall be individually responsible for performing all necessary activities prior to performing their respective work such as, but not limited to, calling "Sunshine 811".

2.2. Field Acquisition of Subsurface Utility Engineering (SUE) Efforts and Depiction of Results on Construction Plans:

The Consultant's survey field crews shall locate the results of the scanning efforts on the part of InfraMap. These field surveyed results shall be incorporated into the construction plans.

The Consultant shall locate each soft dig and shall depict the location and vertical elevation data of the utility on the construction plans. A spreadsheet-based soft dig inventory containing the results of all soft digs associated with the project will be compiled and included with the construction plans. All SUE results will be provided to the Village in the Final Design Stage deliverable.

2.3. Route Survey:

The horizontal survey data will be in State Plane Coordinate System of North American Datum of 1983, 2011 adjustment (SPCS NAD/83-2011). The vertical datum shall be in the North American Vertical Datum of 1988 (NAVD88) to include a conversion factor to convert the vertical datum to the National Geodetic Vertical Datum of 1929 (NGVD29), unless the Village stipulates otherwise, and shall be used as the basis of design.

Route Surveying services shall include:

- Establish the vertical position (elevation in NAVD 88) for each control point based on a closed bench loop from the nearest published Palm Beach County Vertical Benchmark.
- Establish a horizontal control network within the project area utilizing our Global Positioning System (GPS) equipment. Each control point will be redundantly observed and adjusted to determine the most probable position for each control point.
- Establish field control within an acceptable tolerance of accuracy by performing a benchloop and utilizing global positioning system (GPS) horizontal and vertical data calculation averaging.
- A baseline created along the centerline of the existing roadways for plan sheet stationing.
- Calculation and depiction of R/W lines, property lines and existing easements in State Plane Coordinate System based on recorded plats, R/W maps, deeds publicly available and/or title search results, where confirmed to be necessary. Title search/ownership and encumbrance reports are not included in this task and are anticipated to be provided by the Village.
- Develop horizontal control plan sheets depicting established control, construction benchmarks and baseline stationing.
- Establish up to eight (8) benchmarks for construction purposes shown on the construction plans

2.4. Topographic Survey:

Topographic survey data acquisition shall be performed within the 4,500 linear feet corridor for the proposed drainage system improvements.

Field located and depicted topographic data shall include:

- All above ground, accessible and visible existing water valves, fire hydrants, water meters, back flow preventers, double detector check valves, sanitary manholes, sanitary clean outs, storm manholes, catch basins within the road rights-of-way and proposed corridors.
- Location and identification of pavement edges, driveways and turnouts, sidewalks, trees, signs, power poles, guy wire anchors, light poles, above ground utility boxes, etc., within the proposed right-of-way corridors to approximately 10' outside each right-of-way line.
- If accessible and identifiable, pipe sizes, material and inverts of stormwater and sanitary sewer facilities located within or adjacent to the project area shall be acquired by means of accessing existing stormwater and sanitary structures.
- Existing vertical grades within the proposed corridor at a maximum of 100 feet intervals perpendicular to the centerline of the R/W corridor, extending to approximately ten (10) feet beyond the project area as deemed necessary by the Consultant for design purposes.
- Available information on existing potable water and sanitary sewer systems (where applicable) will be provided by the Village in the form of project Record Drawings for field verification, as applicable and if possible, during topographic data acquisition efforts as related to SUE efforts reflected in Task 2.2 above.
- Subsurface dry utility facility locations, such as City of Lake Worth Beach (Electrical), AT&T, Comcast, etc., will be acquired where paint markings or flagging, as established by others, are encountered during topographic data acquisition efforts and will also be included on the construction plans.

2.5. Sketch and Legal Descriptions for proposed Easements:

Easement Preparation services shall be performed in connection with infrastructure and rights-of-way within the project boundary as necessary. Consultant shall only prepare the required legal description and graphic exhibits for easements and rights-of-way to be created or abandoned. Abandonment application process and recordation of these instruments shall be done by others. All negotiations with controlling entities beyond technical aspects shall be done by others. For the purposes of this proposal, the preparation of up to six sketch and legal descriptions are included.

2.6. Outreach Services:

The Consultant shall subcontract with the Outreach consultant, Foresight Communications, to provide community outreach services with the goal of informing the community of the project and requesting drainage easements as needed for the completion of the project. The Consultant shall assist the Foresight communications with providing technical information for a public notice / mailer and for presentation materials for a public outreach meeting. These services include preparation and attendance of one (1) public outreach meeting and coordination / correspondence with the Foresight Communications throughout the easement request / acquisition process.

Task 3. Roadway and Drainage Improvement Design Services:

The Consultant shall prepare construction plans and details depicting the proposed drainage system improvements for submittal to the appropriate regulatory agencies for permitting approvals and ultimately for the construction of the project. These construction plans will be based off of the design intentions depicted on the conceptual engineering plans previously prepared for the project and in conformance with the conditions and intent outlined within the SFWMD conceptual environmental resource permit for the project. The construction plans shall be prepared on 11"x17" format at a scale of 1"=40' and shall depict the proposed drainage system improvement and roadway restoration in plan and profile views. The construction plans will be submitted to the Village for review at 60%, 90% and Final Design intervals.

3.1. 60% Design

The data obtained within Task 2 will be utilized as the base for the construction plans. Existing and proposed conditions, including soil bores and the results of the SUE will be depicted on the construction plans in plan and profile views. The following construction plan sheets will be submitted to the Village for review and approval at the completion of the 60% design stage:

- 3.1.1. Cover Sheet
- 3.1.2. Key Sheet
- 3.1.3. General Notes
- 3.1.4. Summary of Quantities & Pay Items: pay items only at this design stage
- 3.1.5. Typical Sections
- 3.1.6. Restoration and Drainage Details
- 3.1.7. Drainage Map
- 3.1.8. Project Survey Control
- 3.1.9. Drainage and Road Restoration Plans: depict proposed drainage improvements in plan view, depict proposed easement (if applicable), utility crossings and potential conflicts will be identified.
- 3.1.10. Profiles: depict existing profile grade line and existing utilities crossing the corridor
- 3.1.11. Soil Bore Profiles: as provided by the Geotechnical subconsultant

Upon completion of the Village's review of the 60% design submittal, Consultant shall attend

a meeting with the Village to review the comments, project schedule and milestones prior to proceeding with the 90% design.

3.2. 90% Design

Comments received by the Village will be incorporated into the design then the construction plans will be advanced to a 90% completion stage. Upon completion of this stage, the 90% design plans will be submitted to the regulatory agencies for approval and to the Village for review and approval. The 90% design plans will include:

- 3.2.1. Cover Sheet
- 3.2.2. Key Sheet
- 3.2.3. General Notes
- 3.2.4. Summary of Quantities & Pay Items
- 3.2.5. Typical Sections
- 3.2.6. Restoration and Drainage Details
- 3.2.7. Water and Wastewater Details: If required for utility adjustments
- 3.2.8. Drainage Map
- 3.2.9. Project Survey Control
- 3.2.10. Drainage and Road Restoration Plans: Restoration and other utility adjustments (if required) will be depicted on the construction plans.
- 3.2.11. Profiles: proposed drainage systems will be added to profile views, all crossings and adjustments to other utilities (if required) will be depicted on the profiles. Profiles will only depict proposed drainage improvements and existing utilities crossing the proposed drainage improvements.
- 3.2.12. Soil Bore Profiles
- 3.2.13. Pavement Marking and Signage Plans
- 3.2.14. Stormwater Pollution Prevention Plans

Surface water management system and hydraulic pipe sizing calculations will be prepared at this stage. The existing ICPR model and FDOT storm tabs previously prepared by Consultant will be updated for consistency with the proposed improvements. Exfiltration trench calculations will be prepared based on the percolation rates obtained by the Geotechnical subconsultant. The calculations will be submitted to applicable regulatory agencies for permitting.

The Consultant shall prepare an estimate of probable construction costs for the proposed improvements which will be submitted to the Village with the 90% design submittal.

Upon completion of the Village's review of the 90% design submittal, Consultant shall attend a meeting with the Village to review the comments, project schedule and milestones prior to proceeding with the Final design.

3.3. Final Design / Construction Plans

Comments received from the Village will be incorporated into the design along with pertinent comments received from regulatory agencies. Final construction plans will be generated and submitted to the Village of Bidding and Construction Purposes. The estimate of probable construction costs will be updated and included with this submittal.

Task 4. Permitting Services

The Consultant shall assist the Village in applying for permits for the drainage improvements from the applicable agencies. These services shall include the preparation of permit forms and associated exhibits. The Consultant's responsibility with respect to "Permitting" is limited to preparation of necessary documents, submittal of same and responding to written and formal comments issued by the regulators arising from each submittal. Consultant shall respond to all comments related to its product and make reasonable and technically acceptable modifications to same. Additionally, the Consultant shall act as an advocate for the Village during this process. Consultant's responsibility as a result of this Agreement does not include negotiations beyond technical issues related directly to its product and/or design. No warranties or guarantees are made by the Consultant to Village towards "Final Approval" issuance by the regulating agencies, anticipated to be the following:

- Village of Palm Springs: Drainage Improvements and Restoration
- Lake Worth Drainage District: notification of construction
- South Florida Water Management District: Environmental Resource Permit Modification
- Florida Department of Transportation: notification of construction

Construction plans and details prepared by Consultant shall include Storm Water Pollution Prevention Plans (SWPPP) as required to obtain a National Pollution Discharge Elimination System (NPDES) permit. The NPDES permit will be obtained from the Florida Department of Environmental Protection by the Contractor and monitored by the Contractor as required.

Task 5. Bid Assistance:

Consultant shall assist the Village in preparation of an advertisement for bids and complete the Bid Package with the assistance of and in accordance with the Village's Attorney, procurement specialist and Clerk's instructions. The Village shall provide the front end documents for bidding purposes; bidding and contract requirements, bid instructions, bonding requirements, forms, contract/agreement, standard conditions, supplemental conditions etc. The Consultant will review the provided documents and forms and provide any comments to the Village as needed for this project.

The Consultant will provide the bid form, construction plans, details and final regulatory approvals. FDOT Standard Specifications for Road and Bridge Construction, latest edition, will be referenced as the standard specifications for construction. The Consultant will incorporate the Village Stormwater Specifications (provided by the Village) as applicable. The Consultant will modify Village specifications and provide specifications as outlined below:

The Consultant shall prepare the following specifications specific to the project:

- Summary of Work
- Measurement and Payment

The Consultant shall modify the following specifications, provided by the Village, as necessary for this project:

- Work Restrictions
- Price and Payment Procedures
- Product Substitution Procedures
- Change Orders
- Construction Progress Schedule
- Submittal Procedures
- Health Safety and Emergency Response Procedures
- Project Record Drawings
- Cutting and Patching
- Protection of Existing Facilities
- Closeout Procedures

The Village shall be responsible for administering the bid, providing notice, hosting pre-bid meetings, receipt of the bids etc.

The Consultant shall further assist with the bid process by attending the pre-bid meeting, prepare responses to requests for additional information, prepare bid addenda(s), review of the bid tabulations provided by the Village Clerk, and make a “Recommendation of Award” to the Village.

The Village shall evaluate Consultant’s recommendation and will make it’s own selection as to the qualified Contractor for award of the project. Consultant will then receive an executed contract from Village and forward to Contractor, together with a “Notice to Proceed”.

Task 6. Construction Phase Services

This task includes provision of field and office construction observation and administration services to properly observe the substantial conformance of site construction with the approved plans prepared by Consultant. These services shall be performed as needed to provide the required “Construction Completion Statements” to the applicable jurisdictional agencies and liaison services with regulating agencies and Village’s Contractor of choice. While not acting as “Construction Manager”, the Consultant shall act as the Village’s advocate during the process of site construction. This Scope of Services and Schedule of Compensation is based upon all infrastructure improvements being completed in a single phase without interruption except those due to weather, or unless specifically mentioned herein. These services include:

6.1. Pre-Construction Services:

The Consultant shall conduct a pre-construction meeting with the awarded contractor and the Village. The Consultant shall prepare the agenda and provide a meeting summary. The Consultant shall also review issued comments and/or approve the required pre-construction submittals provided by the contractor including shop drawings submittals, project schedule, etc. during the pre-construction meeting.

6.2. Routine and Regular Construction Observations:

Consultant will make periodic visits to the project site at its own discretion for the purpose of observing progress and general quality of the ongoing work and to determine if the work is proceeding in substantial compliance with the construction drawings and specifications. This effort is directed toward assisting the Village in knowing that the completed project will conform with requirements contained in the approved drawings, specifications and regulatory agency permit conditions. Consultant will not be responsible for the work of the Contractor or others. Consultant will not be responsible for construction means, methods, sequences, procedures, schedule or safety measures.

Consultant will not provide full time construction observation, therefore, it is imperative that the Village, when applicable, and Contractor keep Consultant informed of the progress of work to provide Consultant the opportunity to be present at the site during critical stages of construction by giving proper notice of at least two (2) business days prior to the specific activity requiring the Consultant's presence, notwithstanding Consultant's periodic site visits.

Following each field observation, a report shall be prepared by the Consultant and provided to the Village and Contractor.

This proposal is based on an estimated period of nine (9) months for construction phase of the subject improvements commencing with the Consultant's issuance of the "Notice to Proceed" to Contractor and ending with the issuance of last "Construction Completion Statement" by Consultant.

Consultant shall have the right to request additional fees should the site construction process take longer than the allotted nine (9) months. While the necessary steps outlined in this proposal will be performed under the original fee listed in this proposal, the activities due to the delayed project completion or re-testing/re-visits due to failed first time attempts by the Contractor could result in additional fees. Consultant shall notify the Village within three (3) business days of any occurrence where re-testing/re-visits are required so that the Village has the ability to recoup associated costs from the Contractor.

The following outlines a general schedule of the Consultant's required field observations and other activities for each site component:

- Observe project perimeter silt fence and erosion control devices.
- Observe drainage structures prior to installation.
- Observe storm culverts and connections to drainage structures prior to backfill.
- Observe exfiltration trench prior to backfill and confirm depth, width and length of trench
- Observe water/sewer utility adjustments as required including connections, fittings, restraints, separations and visual pressure and leakage tests.
- Complete subgrade string line observation related to restoration.
- Complete pavement base string line observation.
- Observe paving and resurfacing
- Review backfill density test reports prepared by others for compliance with design specifications.
- Observe signage and pavement markings for compliance with plans and specifications.
- Attend two (2) semi-final walk throughs Village and Contractor and prepare punch list of items to complete work.

- Attend two (2) final walk throughs of paving, grading and drainage components with Village and Contractor.

6.3. Review of Contractor Submittals

- 6.3.1. The Consultant shall review pay applications submitted by the Contractor and provide recommendations for payment. It is assumed that a total nine (9) pay applications will be submitted and review. The progress record drawings and updated construction schedule will be reviewed during the pay application process.
- 6.3.2. The Consultant shall review and provide resolution of and assistance with requests for additional information (RFI's) submitted by the Contractor of the Village.
- 6.3.3. The Consultant shall review and provide recommendations to the Village associated with change order (CO) requests from the Contractor.

6.4. Construction Closeout and Certifications

Upon receipt of the notice of substantial completion and record drawings from the Contractor, the Consultant shall conduct the semi-final walk-through as outlined in 6.2 above, review the record drawings for approval and prepare construction completion statements for the various project components designed and observed by the Consultant during construction as may be required by regulating agencies to release and transfer those systems to "Operation Phase". Upon satisfactory completion of all punch list items and regulatory permits closed and/or transferred to "Operation Phase", the Consultant will prepare an Engineer's Certification of Completion and project closeout documents to the Village.

Task 7. General Consulting Services

General consultation to the Village, it's representatives, as well as the other parties to the "Agreement" together with their representatives shall be provided. This item shall also include attendance at meetings not deemed necessary by the Consultant as part of the services listed above but called for by the Village, its agents or other as listed here. This part of the proposal is also intended to cover any and all services that are not reflected in this proposal which may become necessary during the course of our involvement with the subject project. All general consulting services shall be performed upon the Village's request and authorization.

Task 8. Reimbursable Expenses

8.1. Geotechnical Engineering

Please refer to Attachment B outlining the scope and fee for these services.

8.2. Subsurface Utility Engineering

Please refer to Attachment C outlining the scope and fee for these services.

8.3. Outreach Services

Please refer to Attachment D outlining the scope and fee for these services.

8.4. Permitting Fees

Regulatory permitting fees are anticipated for SFWMD for the permit modification and for FDEP for the NPDES NOI.

8.5. Outreach Expenses

Postage, translation, printing, copying, etc.

8.6. Expenses

Reproduction of documents, mileage for site visits, etc.

III. DELIVERABLES

- 60% Design
 - Two (2) 11x17 sets and PDF of the design plans
 - One (1) copy of the Geotechnical Soils Report (signed and sealed)
 - PDF copy of the results of SUE efforts and utility coordination
- 90% Design
 - Two (2) 11x17 sets and PDF of the design plans
 - Electronically signed and sealed PDF copy of hydraulic/hydrological calculations
 - PDF of Engineers Estimate of Probable construction Costs
- Final Design
 - Two (2) 11x17 and an electronically signed and sealed set of the construction plans
 - Electronically signed and sealed Estimate of Probable construction Costs
 - PDF copy of regulatory approvals
- Bid Phase
 - Bid tab in Excel and PDF
 - PDF copies of bid documents prepared by Consultant
- Construction Phase (PDF copies unless otherwise noted)
 - Pre-construction submittal log
 - Pre-application Meeting Summary
 - Field reports for each site visit
 - Construction close-out or transfer to operation from other regulatory agencies
 - Engineer's Certification Letter, one (1) signed and sealed copy

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in the below table. This table is based on the issuance of the Notice to Proceed from the Village and is presented in calendar days. This scheduled is based on anticipated review durations from Village Staff, regulatory approvals and other aspects outside of the Consultant's control and may need to be adjusted accordingly.

Table A
Schedule

Task	Duration (Calendar Days)	Cumulative Duration (Calendar Days)
Preliminary Design Services	30	30
Land Surveying, Subsurface Utility Engineering and Geotechnical Investigation	60	90
60% Design	75	165
Village Review	30	195
90% Design	60	255
Regulatory Approvals and Village Review	75	330
Final Design	30	360
Prepare Advertisement for Bid and Front-End Documents (Village), Prepare specifications and review bid (Consultant)	30	390
Bidding and Award, include Council Approval	75	465
Issuance of Construction NTP	30	495
Pre-Construction Activities	30	525
Construction	360	885
Project Closeout	30	915
Total	915 days	915 Calendar Days

* The schedule is based upon conducting a review meeting within 30 calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within 30 calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for a lump Sum Fee of \$490,025.00 as outlined in the below table and further detailed in **Attachment A Manhour Summary**.

Table B
Budget Summary

Description	Total
1. Preliminary Design and Consulting Services	\$ 46,280.00
2. Land Surveying, Coordination for Subsurface Utility Engineering and Geotechnical Investigation Services	\$ 92,210.00
3. Roadway and Drainage Improvement Design Services	\$ 113,150.00
4. Permitting Services	\$ 7,000.00
5. Bid Assistance	\$ 10,100.00
6. Construction Phase Services	\$ 139,280.00
7. General Consulting Services	\$ 20,920.00
8. Reimbursable Expenses (includes Subconsultant Efforts for SUE and Geotechnical Investigations	\$ 61,085.00
TOTAL	\$ 490,025.00

VI. **ASSUMPTIONS**

1. Conceptual Engineering Plans, previously prepared by Consultant will be reviewed by Village Staff and approved prior to Task 3.
2. Coordination with Dry Utility Providers for the relocation of buried or above ground facilities or utility undergrounding is not included.
3. Reconstruction of the profile grade lines of the roadway or cross-sections are not included.
4. Project includes restoration of existing facilities and does not include installation or modification of sidewalks, curbs or other streetscape features not depicted on the conceptual engineering plans.
5. Coordination with FDEP for the Resilient Florida Program will be provided by the Village.
6. Implementation of FDEP bidding and construction requirement will be provided by the Village (Davis Bacon, living wage ordinance, other grant specific procedures, etc.)
7. Grant reimbursements to FDEP will be processed by the Village.
8. Coordination with property owners will occur through Village staff, Consultants role will be limited to advocacy and preparation of exhibits and statements in support of the project.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated March 24, 2016, by and between the Village of Palm Springs (“VILLAGE”) and Keshavarz & Associates, Inc. (“CONSULTANT”) and subsequent addendums including the American Rescue Plan Act (ARPA) Contract Addendum. Compensation shall not exceed the hourly rates currently in effect under this Agreement.

KESHAVARZ & ASSOCIATES, INC.

VILLAGE OF PALM SPRINGS

By: Randy Wertepny
Digitally signed by Randy Wertepny
DN: cn=Randy Wertepny, o, ou,
email=randy@keshavarz.com, c=US
Date: 2023.02.28 13:23:47 -05'00'

By: _____

Print Name: Randy Wertepny, P.E.

Title: Vice President of Engineering

Date: _____

Village Attorney’s Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT – A MANHOUR SUMMARY

Village of Palm Springs: 2nd Avenue North Area Drainage System Improvements

Keshavarz & Associates

		Labor Classification and Hourly Rate											
Task		Principal Engineer (P.E.) \$/hr	Senior Project Manager (P.E.) \$/hr	Senior Surveyor (P.S.M.) \$/hr	Engineer (P.E.) / Surveyor (P.S.M.) \$/hr	Engineer (E.I.T.) \$/hr	CAD Designer / Drafter \$/hr	Survey Crew \$/hr	Regulatory Agency Liaison \$/hr	Senior Field Representative \$/hr	Administrative Assistant \$/hr	CONSULTANT Total	Sub Consultant Total
Number	Task Description	\$ 240.00	\$ 210.00	\$ 190.00	\$ 165.00	\$ 130.00	\$ 110.00	\$ 160.00	\$ 95.00	\$ 130.00	\$ 85.00	Services	Services
	Task 1: Preliminary Design and Consulting Services												
1.1	Project Management, Research, Data Exchange and Project Orientation: Preparation for and run kick-off meeting with Village, issue meeting summary, generation coordination and project management through 45 week design and permitting process.	40	90								60	\$ 33,600.00	\$ -
1.2	Meetings with Property Owners: Up to two(2) public meeting with property owner, preparation of exhibits and statements in preparation of meetings	4	16				8				4	\$ 5,540.00	\$ -
1.3	Field Visits: Two (2) field visits during design		12		8							\$ 3,840.00	\$ -
1.4	Utility Coordination: Design ticket with no-cuts, preparation of exhibits, coordination with known providers, draft utility coordination results on plans		4				12		12			\$ 3,300.00	\$ -
	Task 1: Sub Total	44	122	0	8	0	20	0	12	0	64	\$ 46,280.00	\$ -
	Task 2: Land Surveying, Subsurface Utility Engineering (SUE) and Geotechnical Investigation Services												
2.1	Coordination with SUE and Geotechnical Sub-Consultants for Field Investigations: Coordination with Geotech, review report and recommendations, add soil bores to construction plans	2	6		8		8				4	\$ 4,280.00	\$ -
2.2	Field Acquisition of SUE Efforts and Depiction of Results on Construction Plans: Survey acquisition and drafting for limits of corridor for 7 days of scanning/targetings and up to (20) twenty test holes	4	16	4	12		24	40			4	\$ 16,440.00	\$ -
2.3	Route Survey	2	4	32	48		42	52			4	\$ 28,600.00	\$ -
2.4	Topographic Survey	2	6	12	10		62	108				\$ 29,770.00	\$ -
2.5	Sketch and Legal Descriptions for proposed Easements: Includes six (6) sketch and legal descriptions		2	12	24		24					\$ 9,300.00	\$ -
2.6	Outreach Services: Preparation and attendance to one (1) community outreach meeting, coordination, correspondence and technical support for outreach consultant.	4	12								4	\$ 3,820.00	\$ -
	Task 2: Sub Total	14	46	60	102	0	160	200	0	0	16	\$ 92,210.00	\$ -
	Task 3: Roadway and Drainage Improvement Design Services												
3.1	60% Design: Drainage Improvement Design, Construction Plan Preparation for 40 sheet construction plan set, with 12 sheets for drainage and roadway plans, 12 profiles; design review meeting with Village Staff	16	80		60	60	120				14	\$ 52,730.00	\$ -
3.2	90% Design: Drainage Improvement Design, Construction Plan Preparation for 40 sheet construction plan set, with 12 sheets for drainage and roadway plans, 12 profiles; design review meeting with Village Staff, SWM system and hydraulic pipe sizing calculations, estimate of probable construction costs	16	80		60	60	120				14	\$ 52,730.00	\$ -
3.3	Final Design / Construction Plans	2	12		12		20				6	\$ 7,690.00	\$ -
	Task 3: Sub Total	34	172	0	132	120	260	0	0	0	34	\$ 113,150.00	\$ -
	Task 4: Permitting Services												
4	SFWMD ERP Modification, LWDD and FDOT Notice of Construction	4	12		8				16		8	\$ 7,000.00	\$ -
	Task 4: Sub Total	4	12	0	8	0	0	0	16	0	8	\$ 7,000.00	\$ -
	Task 5: Bid Assistance												
5	Assist Village with Advertisement for Bid, Preparation and modifications of Specifications	8	20		20						8	\$ 10,100.00	\$ -
	Task 5: Sub Total	8	20	0	20	0	0	0	0	0	8	\$ 10,100.00	\$ -
	Task 6: Construction Phase Services												
6.1	Pre-Construction Services: Shop drawing and other pre-construction submittal review, prepare agenda, run and issue meeting summary for pre-construction meeting, construction start up and preparation	8	16		8					20	8	\$ 9,880.00	\$ -
6.2	Routine and Regular Construction Observations: Part-time field representation though 42 weeks of construction activities, includes up to eighty-eight (88) field visits at 4 hours per visit and up to three (7) progress meetings at 2 hours per meeting	38	112		52					388	80	\$ 98,460.00	\$ -
6.3	Review of Contractor Submittals	6	30		20					60	12	\$ 19,860.00	\$ -
6.4	Construction Closesout and Certifications	6	24		8					20	8	\$ 11,080.00	\$ -
	Task 6: Sub Total	58	182	0	88	0	0	0	0	488	108	\$ 139,280.00	\$ -
	Task 7: General Consulting Services												
7	As needed services that may occur during design and construction for unforeseen or additional services requested by the Village	8	40	8	20		20	16			12	\$ 20,920.00	\$ -
	Task 7: Sub Total	8	40	8	20	0	20	16	0	0	12	\$ 20,920.00	\$ -
	Task 8: Reimbursables												
8.1	Geotechnical Exploration (Tierra South Florida, Inc. Includes as needed MOT, Permitting, etc.)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 13,655.00
8.2	Subsurface Utility Engineering (InfraMap Corp. Includes as needed MOT, Permitting, etc.)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 28,100.00
8.3	Outreach Services (Foresight Communications)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 9,830.00
8.4	Permitting Fees: SFWMD ERP Permit Modification, FDEP NPDES	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 3,000.00
8.5	Outreach Expenses: Postage, translation, printing, copying, etc.	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 1,500.00
8.6	Expenses: Mileage, prints, deliveries, etc.	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 5,000.00
	Task 8: Sub Total	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 61,085.00
	Services Sub-Total	170	594	68	378	120	460	216	28	488	250	\$ 428,940.00	\$ 61,085.00
	Total	\$ 490,025.00											



January 20, 2023

Keshavarz & Associates, Inc.
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Attn: Mr. Randy Wertepny, P.E, Vice President of Engineering
email: randy@keshavarz.com

**RE: Geotechnical Proposal for 2nd Ave N Drainage Improvements
The Village of Palm Springs, Florida
TSFGeo Proposal No. 2301-044**

Dear Randy:

Per your request, **TIERRA SOUTH FLORIDA, Inc. (TSFGeo)** is pleased to submit this proposal for providing geotechnical services for the improvements of the drainage in the Village of Palm Springs, Florida. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROJECT INFORMATION

We understand the proposed construction plans will be created to improve the drainage along several roadways in the Village, notably: 2nd Ave N, Davis Rd, Miller Rd, Riedel Ave, and easement along the Fire Station.

PROPOSED SCOPE OF WORK

The proposed exploration is summarized in Table 1.

Table 1 – Proposed Field Testing	
Improvement Area	Proposed Services
Drainage Parameters	Seven (7) Borehole Permeability (BHP) Tests
Soil Characteristics	Ten (10) Standard Penetration Tests (SPT) to 10 feet.
Roadway Characteristics	Eight (8) Asphalt Pavement Cores

Proposed locations are noted on the attached Boring Location Plan.

Boring locations will be located in the field by our personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, TSFGeo will notify the local

Geotechnical Proposal for 2nd Ave N Drainage Improvements
The Village of Palm Springs, Florida
TSFGeo Proposal No. 2301-044
Page 2

utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities.

Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSFGeo will recommend a utility line locating service upon request. Borings are completed with truck-mounted equipment, and the boring locations will likely be in grassed areas. TSFGeo will endeavor to minimize impacts to grass or landscape from the truck tires. However, our fees does not include a fee to restore the grass or landscape.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the information noted below in Table 2.

Table 2 – Report to Include	
Technical Area	Description of Report Items
General	- Summary of USDA Soil Information for the project area - Soil Profiles - Boring Location Plan - Results and Summary data for Laboratory Testing
Drainage	- Summary of Soil Parameters related to the drainage testing completed
Pavement	- General recommendations for Asphalt (Flexible) Pavement Design (Note – the Civil Engineer should provide Final Pavement Design details) - General recommendations for Rigid (Concrete) Pavement Design for truck parking or dumpster pads. (Note – the Civil Engineer should provide Final Pavement Design details) - Details for Compaction
Walls	- Soil parameters for each layer for wall design - o Soil Unit weight - o Soil modelling properties (phi angle, or cohesion) - o Lateral Coefficients (K – Active, Passive, at Rest)
Asphalt	- Summary of Existing Conditions (Condition, Cracks, Asphalt Layers, Base Layer, Stabilized Subgrade, Ruts, Cross-Slope, etc.) - Photograph of core location in the field - Photograph of the core specimen in the laboratory
Roadway	- Summary of soil suitability and restricted use conditions - Summary of Strata to be anticipated on the project.

UNIT FEE ESTIMATE

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to TSFGeo's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, it is estimated that the total fee will be approximately as noted below.

I.	FIELD INVESTIGATION	\$8,800.00
II.	LABORATORY TESTING	\$1,060.00
III.	FIELD ENGINEERING AND TECHNICAL SERVICES	\$450.00
IIIA.	ENGINEERING AND TECHNICAL SERVICES	\$3,345.00
		\$13,655.00

Our estimate covers the work needed to present our findings in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to TSFGeo's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, it is estimated that the total fee will be approximately as noted below:

Our estimate covers the work needed to present our findings in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

Borings are completed with truck-mounted equipment, and the boring locations will likely be in grassed areas. TSFGeo will endeavor to minimize impacts to grass or landscape from the truck tires. However, our fees does not include a fee to restore the grass or landscape.

Geotechnical Proposal for 2nd Ave N Drainage Improvements
The Village of Palm Springs, Florida
TSFGeo Proposal No. 2301-044
Page 4

SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take 2 to 3 days to complete, weather permitting. The written report can generally be submitted within two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TSFGeo


Harmon Bennett, P.E.
Principal Engineer

Attachments: General Conditions
Estimated Fees
Boring Location Plan

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :

Geotechnical Proposal for 2nd Ave N Drainage Improvements
The Village of Palm Springs, Florida
TSFGeo Proposal No. 2301-044
Page 5

TSFGeo's General Conditions

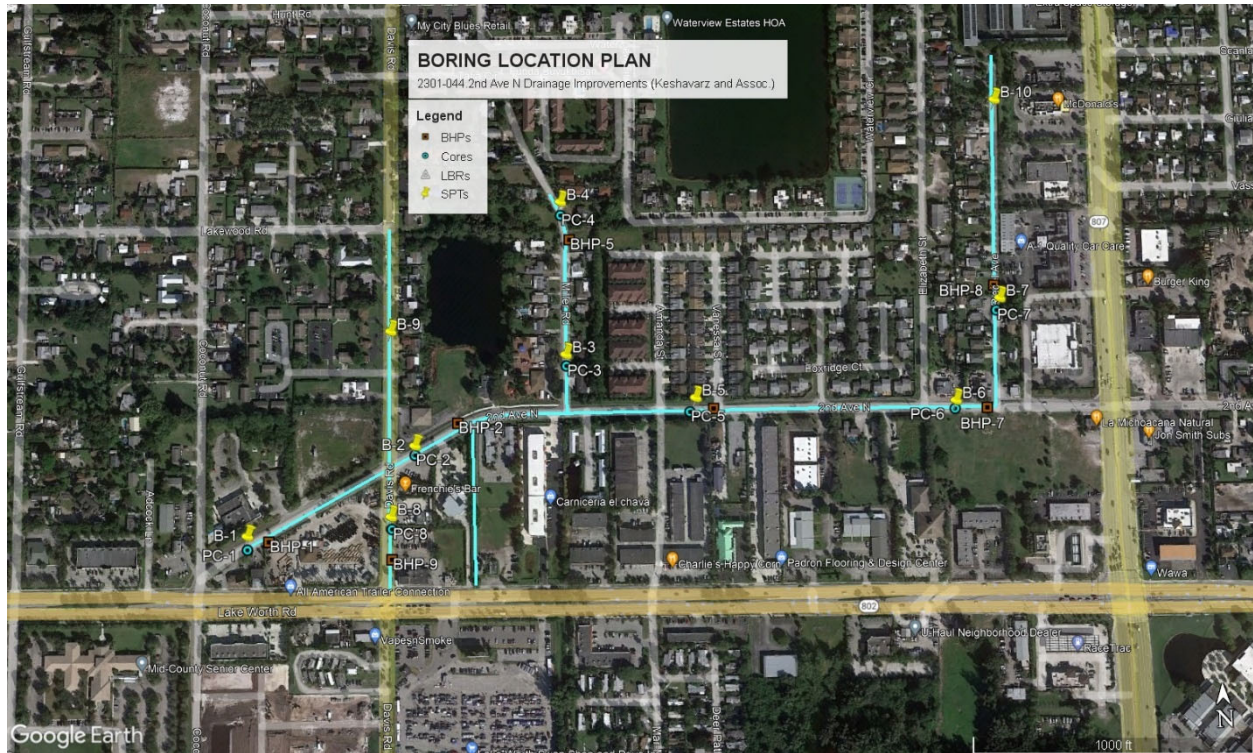
1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

Geotechnical Proposal for 2nd Ave N Drainage Improvements
The Village of Palm Springs, Florida
TSFGeo Proposal No. 2301-044
Page 6

	Unit	# of Units		Unit Price		Total
I. FIELD INVESTIGATION						
Mobilization of Men and Equipment						
Truck-Mounted Equipment	Trip	1	\$	450.00	\$	450.00
Support Truck	Trip	2	\$	150.00	\$	300.00
Standard Penetration Test Borings						
(By Truck-Mounted Equipment)						
0 - 50 ft depth	L.F.	100	\$	14.00	\$	1,400.00
50 - 100 ft depth	L.F.	0	\$	16.00	\$	0.00
Grout-Seal Boreholes						
(By Truck-Mounted Equipment)						
0 - 50 ft depth	L.F.	100	\$	6.00	\$	600.00
50 - 100 ft depth	L.F.	0	\$	8.00	\$	0.00
Casing						
(By Truck-Mounted Equipment)						
0 - 50 ft depth	L.F.	100	\$	7.00	\$	700.00
50 - 100 ft depth	L.F.	0	\$	9.00	\$	0.00
Asphalt Cores	L.F.	8	\$	125.00	\$	1,000.00
LBRs (sample and testing)	Each	0	\$	400.00	\$	0.00
Percolation Tests	Each	7	\$	450.00	\$	3,150.00
Maintenance of Traffic	Each	1	\$	1200.00	\$	1,200.00
II. LABORATORY TESTING						
Visual Examination by Project Engineer	Hour	4	\$	120.00	\$	480.00
Natural Moisture Content Tests	Test	4	\$	20.00	\$	80.00
Grain-Size Analysis - Full Gradation	Test	4	\$	75.00	\$	300.00
Corrosion Series	Test	0	\$	185.00	\$	0.00
Organic Content Tests	Test	4	\$	50.00	\$	200.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES						
Site Recon./Utility Coordination						
Sr. Engineering Technician	Hour	6	\$	75.00	\$	450.00
IIIA. ENGINEERING AND TECHNICAL SERVICES						
Principal Engineer	Hour	1	\$	200.00	\$	200.00
Senior Geotechnical Engineer	Hour	4	\$	150.00	\$	600.00
Project Engineer	Hour	15	\$	125.00	\$	1,875.00
Draftperson	Hour	6	\$	75.00	\$	450.00
Administrative Assistant	Hour	4	\$	55.00	\$	220.00
TOTAL FEE FOR GEOTECHNICAL SERVICES =					\$	13,655.00

Geotechnical Proposal for 2nd Ave N Drainage Improvements
The Village of Palm Springs, Florida
TSFGeo Proposal No. 2301-044
Page 7



Geotechnical Proposal for 2nd Ave N Drainage Improvements
The Village of Palm Springs, Florida
TSFGeo Proposal No. 2301-044
Page 8

Label	Latitude	Longitude
BHP-1	26.6184393	-80.098486
BHP-2	26.6195159	-80.0963538
BHP-5	26.6212979	-80.0950223
BHP-6	26.6195348	-80.0935057
BHP-7	26.6194101	-80.0904641
BHP-8	26.6206276	-80.0902945
BHP-9	26.6182078	-80.0971356
PC-1	26.6183722	-80.0987248
PC-2	26.6192194	-80.0968411
PC-3	26.6200315	-80.0951195
PC-4	26.6215481	-80.0951097
PC-5	26.6195139	-80.0937702
PC-6	26.6194151	-80.0908226
PC-7	26.6203765	-80.0902861
PC-8	26.6185040	-80.0971248
B-1	26.6184121	-80.0987629
B-2	26.6192194	-80.0968806
B-3	26.6200508	-80.0951606
B-4	26.6215909	-80.0951462
B-5	26.6195574	-80.0937421
B-6	26.6194028	-80.0908509
B-7	26.6204028	-80.0902821
B-8	26.6185329	-80.0971725
B-9	26.6203678	-80.0971042
B-10	26.6224212	-80.0901827

January 23, 2023

Keshavarz & Associates
711 North Dixie Highway, Suite 201
West Palm Beach, FL 33401

Randy Wertepny, P.E.
E: randy@keshavarz.com
O: 561.689.8600

Re: Village of Palm Springs 2nd Avenue North Project
Palm Springs, FL
Subsurface Utility Engineering Services

Dear Mr. Wertepny:

We have prepared this proposal for subsurface utility engineering services to perform utility targeting and air vacuum excavation test holes for the above referenced project. We have received the following file by email dated January 20, 2023 attached identifying the project locations:

- 2nd Ave Conc Drainage Plans.pdf
- 2301-044.2nd Ave N Drainage Improvements (Keshavarz and Assoc.).kmz

Our scope of work shall be performed in accordance with the Procedures, Exclusions and Assumptions identified below and will include the following:

1. **Utility Targeting:** Utility targeting will be performed to identify existing utilities within the project limits. Survey of targeting linework is to be performed by others. Project limits include:
 - 2nd Avenue North from Lake Worth Road to Davis Road (1,900 linear feet)
 - Davis Road from Lake Worth Road to Lakewood Road (1,340 linear feet)
 - Miller Road, north of 2nd Avenue North (1,000 linear feet)
 - Riedel Avenue, north of 2nd Avenue North (1,300 linear feet)
 - 10' Drainage Easement from Lake Worth Road to 2nd Avenue North, along the east side of Palm Beach County Fire Station No. 31 (570 linear feet)
2. **Air Vacuum Excavation Test Holes** – Air vacuum excavation test holes will be performed at the proposed test hole locations once utility targeting has been completed and potential utility conflicts have been identified. This proposal includes 20 test holes. Survey of test holes is to be performed by others.

Utility Records Research

1. Entities will be identified and contacted that are likely to own utilities within the project limits. We will request documentation on subsurface utilities from these sources. Gathered materials will be used as an aid in the identification of the number, identity, size, and material of utilities located in the field, and they will not be used as a substitute for actual geophysical location unless the system cannot be verified electronically using industry standard techniques for this level of investigation. The client will make all information gathered available to InfraMap.

Utility Targeting

1. **Electronic Sweep/Targeting** – An electronic sweep of the project site will be conducted. This sweep will verify the location of utilities that were identified during record review and to search for utilities that were not identified during records review. The electronic sweep will be conducted utilizing active and passive type utility detection equipment that detects induced or naturally occurring energy fields present on conductive utilities. Utilities identified will be marked on the ground surface using InfraMap paint and symbols standards.
2. **Field Drawings/Notes** – Designators will draft field sheets that show the location, trend, and configuration of utilities detected. Field sheets will be prepared to differentiate utility systems and will show underground utility surface features and lines. Designated utilities will be annotated with size and material from utility record information, as applicable.
3. **Quality Assurance / Quality Control Review** – The field sketches and notes will be compared to record drawings. The intent of this task is to ensure existing utilities are depicted thoroughly and accurately.
4. **Deliverables** – Deliverables will include field sketches.

Air Vacuum Excavation Test Holes

During utility locating by air / vacuum test holes InfraMap will complete the following tasks:

1. **Agency Coordination** – InfraMap will comply with laws and regulations concerning excavation by coordinating with utility inspectors, property owners, "ONE CALL" and others as required.
2. **Anticipated Permits** – InfraMap will prepare and coordinate throughout the permitting process, and will bill the associated fees as a direct expense.
3. **Test hole conflict identification and field locate** – If InfraMap has not performed the utility designating prior to the test hole task, and we identify a discrepancy between existing utility location on client provided plans and what is in the field, we will notify the Client prior to any test hole work. We will make recommendations if utilities are not where the records maps indicate, or a utility is discovered that is not shown on any records and is not detectable during the electronic sweep. InfraMap will contact the client and discuss strategies to address the unpredictable field conditions. InfraMap will work with the client in the identification of additional test holes or removal of test holes from future scope of work.
4. **MOT** – Maintenance and Protection of Traffic in local jurisdiction will be provided in accordance with the *Florida Department of Transportation (FDOT) FY 2022-23 Standard Plans*, latest edition or other applicable requirements.
5. **Test Hole** – InfraMap will perform the following for the Test Hole task:
 - a. Excavate a Test Hole using air/ vacuum excavation. Provide all measures necessary to perform the work safely and to cause no damage to the utility structure. The Test Hole will be of the minimum size required to expose the utility of interest and record the following information:
 - i. Depth below grade (cover).
 - ii. Utility material, shape, and overall condition.
 - iii. Approximate diameter of pipes, cables, conduits, and the configuration of multiple conduit systems.
 - iv. The general directional trend of the utility.
 - v. Thickness, type, and condition of paving material.
 - vi. General soil conditions.
 - b. Install a survey marker directly over the centerline of pipes or edge of concrete structures or conduit



banks at grade. Ribbon of appropriate APWA / ULCC color will be installed in the backfill from utility to grade. Indicate on the Test Hole Form the placement of the marker relative to the utility cross section. Record the location of the marker with a minimum of three (3) swing tie measurements to convenient existing permanent structures on site.

- c. Backfill Test Hole with excavated material in 6" lifts by air pneumatic tamping. Soil placed within one (1) foot of the exposed utility will be clean and tamped carefully. Restore Test Hole area to original condition. Repair and restore all pavement cuts to ensure a long-lasting repair utilizing asphalt cold patch.
6. **CAD** - The test hole data will be processed into a test hole inventory summary and individual test hole reports.
7. **Quality Assurance / Quality Control review** - QA/QC review of the test hole reports will be completed to compare the findings of the test hole to the available utility information. InfraMap will evaluate and resolve any discrepancies.
8. **Deliverables** - Deliverables will include a test hole inventory summary table and individual test hole reports.

Exclusions and Assumptions:

1. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the target facility as marked on the ground surface. The accuracy of targeting is subject to certain factors beyond our control such as limitations of available technology and field conditions that may include, but are not limited to depth of utility, electrical conductivity of utility, site conditions and access.
2. Our electronic equipment cannot locate non-conductive pipe systems and or fiber optic line without tracer wire.
3. Concrete Pavement with reinforcement, as well as guide rails and chain link fence, could interfere with our electronic equipment at times to locate utilities.
4. Overhead utilities, irrigation systems, septic drain fields, residential/commercial services, and confined space entry are not included in this scope of work. In addition, gravity structure investigations including storm water and sanitary sewer are not included.
5. At this time, geotechnical borings or subgrade information have not been provided. Large stones, shale, coral, construction debris, or other subsurface conditions including a high groundwater table may limit the ability of our equipment to excavate to the utility and or make it very difficult to visually verify the utility condition and material.
6. In order to provide a cost-effective service that causes minimal disturbance to site amenities and utilities, and is acceptable to permitting agencies, the size of the Test Hole excavation is kept to a minimum. The diameter of most pipes greater than 24" cannot be recovered directly from one test hole and it may be necessary to perform additional holes.
7. This proposal assumes test holes will be repaired consistent with the cold patch specifications above. Depending upon test holes locations and/or local, county and state permit requirements, permanent asphalt patch repairs either using hot mix asphalt, asphalt infrared services or cement subbase, are out of the scope of these services. If required, an out-of-scope proposal or supplemental agreement will be prepared before proceeding further.
8. If a single test hole location is selected at a point where two or more utilities intersect (or trend close

together), a single test hole may not be feasible to obtain information for all requested utilities. The utility of higher elevation may be of sufficient size as to prohibit further excavation in the existing test hole. To reach the utility of lower elevation in this instance a separate (additional) test hole will be required.

9. Encased systems and non-encased conduit banks are typically exposed on one edge. This allows the test hole to be excavated down the side of the utility until a discernable bottom edge can be evaluated. Although it is usually possible to determine the bottom edge of these systems, it is not possible to determine conditions under these or other utility systems, such as concrete over pour and other utilities. It is important for the designer to remember that the bottom edge of an encased system or unencased conduit bank may not represent its lowest point, and that the shape of the system may not be the same on both sides. The width of these systems may not be determined from a single test hole. Encased systems and unencased conduit banks may require two test holes to document the width (and both of the sides top and bottom elevations).
10. This service will be provided with due diligence and in a manner consistent with standards of the subsurface utility mapping industry. Every reasonable effort will be made to locate all systems of interest whether indicated on records available to us or not. However, we do not guarantee that all existing utility systems can or will be detected. It may not be possible to detect utilities that we do not have prior knowledge of, such as systems that are not depicted on records available to us. Further, this service is not intended to detect non-utility structures such as but not limited to foundations, buried tanks, septic systems, wells, tunnels, concrete or metal structures, or the true size and limits of subsurface utility vaults and manholes.



FEE SCHEDULE

UTILITY TARGETING SERVICES			
Resource	Rate	Units (Days)	Fee
Field Equipment & Crew Day Rate	\$ 2,050.00	7	\$ 14,350.00
	TOTAL FEE ESTIMATE		\$ 14,350.00

UTILITY TEST HOLE SERVICES			
Resource	Rate	Units (Days)	Fee
Air Vacuum Excavation Test Hole Day Rate	\$ 2,750.00	5	\$ 13,750.00
	TOTAL FEE ESTIMATE		\$ 13,750.00

Utility Targeting - Our daily rate to perform utility targeting services for this project is \$2,050.00 per day. We anticipate a range of 5-9 days to be required for completion of this task and have applied a duration of 7 days for a total of **\$14,350.00**.

Air Vacuum Excavation Test Holes - Our daily rate to perform air vacuum excavation services for this project is \$2,750.00 per day. We anticipate a range of 4-6 days to be required for completion of this task and have applied a duration of 5 days for a total of **\$13,750.00**.

Our total estimated cost for this project is **\$28,100.00**. Our cost is in accordance with the scope of services, exclusions, and assumptions as indicated above and includes mobilization, mileage, performing of field services, office coordination and oversight, QA/QC, and preparation of final deliverables.

If you have any questions or concerns regarding this proposal, please do not hesitate to call Lee Reumann at (561)818-8770 or email lrumann@inframap.net.

Regards,

Lee Reumann
Survey Manager



**VILLAGE OF PALM SPRINGS
2ND AVENUE NORTH AREA DRAINAGE SYSTEM IMPROVEMENTS
PROPOSAL FOR OUTREACH & EASEMENT ACQUISITION SERVICES**

PURPOSE

Keshavarz & Associates, Inc. has requested this proposal for outreach services to accomplish the following:

- Educate and inform property owners/residents affected by the 2nd Avenue North Area Drainage System Improvements Project; and
- Acquire an anticipated two (2) construction easements and four (4) drainage easements.

ABOUT FORESIGHT COMMUNICATIONS

Foresight Communications & Consulting, Inc. is a Palm Beach County Certified Small/Woman Business Enterprise (S/WBE). The firm specializes in providing communication services to government organizations. Foresight founder and president Linda Culbertson has nine years of experience providing outreach and easement acquisition services for the Palm Beach County Water Utilities Department. In addition to her water utilities experience, Linda brings to this assignment 31 years of state and local government experience. She built and led a full-service communications group in a government organization with 800+ employees, serving Palm Beach County's 1.3 million residents for several years before starting her firm. A Palm Beach County resident and active community volunteer for 22 years, Linda has broad knowledge of the county's government agencies, communities, individual stakeholders and businesses.

OUTREACH COMPONENTS

Property owner/resident-focused communication. Property owners receive information that is timely, relevant and easily understood. Direct and indirect benefits of the project, as well as any anticipated disruptions and inconveniences are clearly communicated. Written communications are available in English, and translations to Spanish and Creole are provided upon request.

Two-way communication. Property owners /residents have multiple means by which they can ask questions, share concerns and they receive timely responses.

Transparency. Information about the purpose of project, source of funding and the bid award process is readily available upon request.

EDUCATE AND INFORM PROPERTY OWNERS

Proposal

- Prepare a letter to inform property owners/residents about the project.
- Arrange translation of the letter and/or assistance of an interpreter for phone calls as needed.
- Arrange, announce and facilitate an evening community information session for property owners/residents.
- Acquire oversized exhibits for presentation.
- Respond to property owner/resident inquiries about the project in coordination with Keshavarz & Associates, Inc. and/or Village of Palm Springs.

PAGE 2

VILLAGE OF PALM SPRINGS

2ND AVENUE NORTH AREA DRAINAGE SYSTEM IMPROVEMENTS

PROPOSAL FOR OUTREACH & EASEMENT ACQUISITION SERVICES

Support Needed from Keshavarz & Associates, Inc. and/or Village of Palm Springs

- Exhibits: Aerial maps or illustrations to include the boundaries of the work area, property lines, street names, location of new infrastructure, etc. (samples available). Photos or illustrations of the facility/infrastructure. Exhibits should be easily understood by a layperson.
- Document review: Draft outreach documents will be reviewed to ensure accurate representation of project details.
- Mass mailing of letters: This proposal does not include mailing services.

ACQUIRE SIX (6) EASEMENTS

Proposal

- Prepare letters to request an easement from each property owner, and in cases where a mortgage exists on a property, request from the owner a consent & subordination of mortgagee form to be signed by the lender.
- Contact property owners by phone with follow up by letter sent by postal mail or email.
- Arrange translation of the letter and/or assistance of an interpreter for phone calls as needed.
- Arrange and facilitate on site meetings requested by property owners.
- Follow up with property owners up to six times (phone, email, mail) to acquire easements.
- Maintain written records of all outreach efforts.
- Confirm delivery of executed easements/consents to the Village of Palm Springs.
- Provide status reports at any frequency requested.

Support Needed from Keshavarz & Associates, Inc. and/or Village of Palm Springs

- Easement and consent forms approved by the Village of Palm Springs.
- Exhibits: Aerial maps or illustrations to include the boundaries of the work area, property lines, street names, location of new infrastructure, etc. (samples available). Photos or illustrations of the facility/infrastructure. Exhibits should be easily understood by a layperson.
- Document review: Draft outreach documents will be reviewed to ensure accurate representation of project details.
- Mailing of letters: This proposal includes mailing services.

COST

Foresight will provide the above services at a cost of \$9,830.00, plus an allowance of \$1,500 for reimbursable expenses such as postage, translation, printing and copying. Expenses will be itemized and billed at actual cost. There will be a charge of \$750 per property for acquisition of additional easements.

Invoices will be issued at the end of each month unless a different schedule is preferred.

Prepared by:

Linda Culbertson, President

Foresight Communications & Consulting, Inc.

February 16, 2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 24th day of March, 2016, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Keshavarz & Assoc., 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 scope of work for each project shall be as set forth in in each task order 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.

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.

DRAWINGS, MAPS, ELECTRONIC FILES OR ANY OTHER DOCUMENT, NO MATTER THE FORM, THAT RESULT FROM CONSULTANT'S SERVICES UNDER THIS AGREEMENT OR ANY AMENDMENTS THERETO SHALL BE IN A FORM/FORMAT AS REQUESTED BY THE VILLAGE IN ITS SOLE DISCRETION. FURTHER ANY COST RELATED TO PROVIDING THE DOCUMENTS IN SUCH FORM SHALL BE THE SOLE RESPONSIBILITY OF THE CONSULTANT, IN NO EVENT SHALL THE VILLAGE BE CHARGED ANY COST, FEE OR CHARGE OF ANY KIND REGARDING THE PRODUCING OF THE DOCUMENTS.

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

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. Sub consultants:

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:

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:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

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.

- (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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Village all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

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:

Susan Colgan
Village Clerk

Approved as to Form:

[Signature]
Village Attorney

VILLAGE OF PALM SPRINGS

By:



KESHAVARZ & ASSOCIATES, INC.

Consultant

By:

Maziar Keshavarz, P.E., President

WITNESSES:

Deborah L. Fulgenzi
(Name Printed or Typed)

Joan P. Sopczak
(Name Printed or Typed)

State of Florida
County of Palm Beach

BEFORE ME, the foregoing instrument, this 24 day of March, 2016 was acknowledged by Maziar Keshavarz, 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 24 day of March, 2016



Exhibit 'A'

Fee Schedule Village of Palm Springs Effective March 2016

Principal Engineer (P.E.) / Principal Surveyor (P.S.M.)	\$200.00 per hour
Senior Project Manager (P.E.) / Senior Surveyor (P.S.M.)	\$175.00 per hour
Project Manager (P.E.)	155.00 per hour
Engineer (P.E.) / Surveyor (P.S.M.)	140.00 per hour
Engineer (E.I.T.) / Surveyor (L.S.I.T.)	110.00 per hour
Senior Field Representative	115.00 per hour
Field Representative	85.00 per hour
Survey Crew (including equipment and vehicle)	150.00 per hour
Autocadd Designer / Drafter	85.00 per hour
Regulatory Agency Liaison	85.00 per hour
Administrative Assistant	75.00 per hour

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2016R-002)**

WHEREAS, on March 24, 2016, the Village of Palm Springs, Florida entered into an Agreement for Professional Services ("Agreement") with Keshavarz & Associates ("Consultant"); and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida's Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 ("the RFQ"); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options for one (1) year each; and

WHEREAS, on May 12, 2016, the First Amendment to Agreement Professional Services Agreement was approved in order to clarify the terms and fees, and clarify that the term of the agreement was an initial term of five (5) years from the date of the agreement with the option to renew for three (3) one-year periods, as set forth in RFQ No. 2016-002; and

WHEREAS, on March 11, 2021, the Second Amendment to Agreement for Professional Services was approved, incorporating additional terms newly required by the laws of the State of Florida concerning Public Entity Crimes, Scrutinized Companies, and E-Verify, and exercising the first one-year renewal option, through March 9, 2022; and

WHEREAS, on February 10, 2022 the Third Amendment was approved, exercising the second one-year renewal option for the Agreement, through March 24, 2023; and

WHEREAS, the parties now desire to exercise the third renewal option for the Agreement, through March 24, 2024; and

WHEREAS, the parties also desire to amend the Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 4, it is mutually understood and agreed as follows:

I.

The parties hereby agree that the third renewal option shall be exercised, extending the term of the Agreement through March 24, 2024.

II.

Exhibit "A," attached hereto and incorporated herein by reference, sets forth additional contract provisions required by the federal government for projects funded with American Rescue Plan Act ("ARPA") funds. Consultant agrees to abide by the provisions set forth in Exhibit "A" for any project under this Agreement which is funded in whole or in part by ARPA funds.

III.

All remaining terms and provisions set forth in the Agreement remain in full force and effect as between the parties, except to the extent that they conflict with the foregoing amendments.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: [Signature]
BEV SMITH, MAYOR

ATTEST:

BY: [Signature]
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

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



KESHAVARZ & ASSOCIATES

By: [Signature]

Print Name: Randy Werterny

Title: Vice President

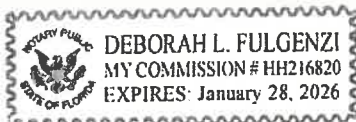
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23rd this September day of 2022, by Randy Werterny.

(Signature of Notary Public, State of Florida)

Deborah L. Fulgenzi



Print, type, or stamp commissioned name of Notary public)

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: _____

Exhibit "A"

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the Village's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable***. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

✓4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)** (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology

as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole

or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

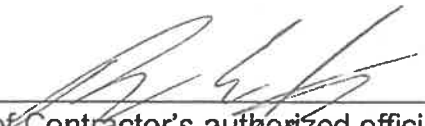
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 Date: 9/23/22
Signature of Contractor's authorized official

Randy Wertepny
(Print name of person signing above)

Vice President
(Print title of person signing above)

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.)

- (A) The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Village of Palm Springs and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei**

Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #5: Approve Water Meter Fittings & Water Line Accessories Agreement - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Core & Main LP and Ferguson Enterprise.

SUMMARY: The Utilities Department, throughout the year, has a need to purchase pipe, water valves, fittings and water line accessories to perform repairs to the Village's two (2) Water Treatment Plants, Distribution System and Wastewater Collection System. These items are used on a daily basis to ensure that the Village's Utility system is operating at a level that ensures the highest quality of water and sewer service for our customers.

To ensure the lowest possible price, staff recommend that the Village piggyback off the current City of Deerfield Beach contracts awarded to Core & Main LP and Ferguson Enterprise. This selection by the City of Deerfield Beach was completed through a competitive selection process – Water Meter Fittings & Water Line Accessories (ITB No. 2018-19/12 – January 2, 2019).

Note: The City of Deerfield Beach contract was made available to members of the Southeast Florida Governmental Purchasing Co-operative Group but is also eligible for a piggyback agreement.

If approved, the Village would accept Core & Main and Ferguson's pricing by piggybacking the City of Deerfield Beach's extended contract, including all terms, conditions and pricing therein. The term of the proposed agreement, if approved, would expire on March 5, 2024 and provides for one (1), one (1) year renewal option. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies provides that the Village may award a contract by piggy-backing 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 two proposed vendors and has received excellent services and quality products.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Agreement - Core & Main, LLP.
2. Proposed Agreement - Ferguson Enterprise, LLC
3. City of Deerfield Beach Renewal Agreement - Core & Main LP
4. City of Deerfield Beach Renewal Agreement - Ferguson Waterworks
5. Approval to Piggyback - Ferguson Waterworks
6. City of Deerfield Beach - Contract Award with Pricing
7. City of Deerfield Beach - Pricing Update

**AGREEMENT FOR THE PROCUREMENT OF WATER METER FITTINGS AND
WATER LINE ACCESSORIES**

THIS AGREEMENT (“Agreement” hereafter) is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, FL 33461, a municipal corporation organized and existing under the laws of the State of Florida, (“VILLAGE” hereafter), and **Core & Main LLP**, 4310 NW 10th Street, Oakland Park, FL 33309, a company authorized to do business in the State of Florida (“VENDOR” hereafter).

RECITALS

WHEREAS, the VILLAGE is in need of a vendor to provide the VILLAGE with water meter fittings and water line accessories; and,

WHEREAS, the City of Deerfield Beach conducted a competitive selection process and awarded the Contract for the purchase of water meter fittings and water line accessories (ITB # 2018-19/12) (“Deerfield Beach Contract” hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, on March 3, 2022, the City of Deerfield Beach exercised the first of three (3) one-year renewal options and entered into a Contract Renewal, extending the term of the Deerfield Beach Contract from March 6, 2022 through March 5, 2023; and

WHEREAS, on February 16, 2023, the City of Deerfield Beach exercised the second of three (3) one-year renewal options and entered into a Contract Renewal , extending the term of the Deerfield Beach Contract from March 6, 2023 through March 5, 2024; an

WHEREAS, the VILLAGE the VENDOR desire to enter into a new Agreement for the procurement of water meter fittings and water line accessories based on the terms and conditions of the Deerfield Beach Contract and the pricing contained in VENDOR’S response to the ITB.

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. Deerfield Beach Contract. The Deerfield Beach 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 Deerfield Beach under the Deerfield Beach Contract and all associated and applicable Contract Documents as defined therein.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Deerfield Beach Contract and pricing therein, the VENDOR shall provide water meter fittings and water line accessories 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 Deerfield Beach Contract.

4. Contract Documents and Conflict of Terms and Conditions. This Agreement is compromised of the following documents which are incorporated herein by reference (the "Contract Documents"):

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Deerfield Beach 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 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 Deerfield Beach 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 Deerfield Beach 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. **Compensation shall not exceed the amount approved in the annual budget.**

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself and its successors and assigns to the other party hereto, its successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required by the Deerfield Beach Contract. Said insurance will name the VILLAGE as an additional insured to the extent of VENDOR'S indemnification obligations herein.
- 6.3 Headings and References & Exhibits: The headings contained in this Agreement 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 Agreement.

- 6.4 Counterparts: This Agreement 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 Agreement; Amendment and Waiver: This Agreement (together with any 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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement 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 Agreement 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 Agreement.
- 6.6 Successors and Assigns: This Agreement 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 Agreement 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 Agreement; (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 Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Agreement 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 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.

6.10 Effective date: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Deerfield Beach Contract, which is March 5, 2024, unless terminated earlier pursuant to the terms herein or in the Contract Documents. In the event the Deerfield Beach Contract is extended, this Agreement may be extended for the same term upon the approval of VENDOR and the Village Manager.

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 561-584-8431, 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. Indemnification. Regardless of the coverage provided by any insurance, VENDOR 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 VENDOR, its subcontractors, agents, servants, or employees during the course of performing services pursuant to the Deerfield Beach Contract and subsequent proposal and this Agreement.

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. Scrutinized Companies.

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

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

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

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

E. The VENDOR agrees that if it or any of its subcontractor's status changes in regards to any certification herein, the Vendor shall immediately notify the VILLAGE of the same.

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

10. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, VENDOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes VENDOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the 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

CORE & MAIN, LLP

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Notary Public

Print Name: _____

My commission expires: _____

**AGREEMENT FOR THE PROCUREMENT OF WATER METER FITTINGS AND
WATER LINE ACCESSORIES**

THIS AGREEMENT (“Agreement” hereafter) is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, FL 33461, a municipal corporation organized and existing under the laws of the State of Florida, (“VILLAGE” hereafter), and **Ferguson Enterprises LLC**, 1950 NW 15th ST., Pompano Beach, FL 33069, a company authorized to do business in the State of Florida (“VENDOR” hereafter).

RECITALS

WHEREAS, the VILLAGE is in need of a vendor to provide the VILLAGE with water meter fittings and water line accessories; and,

WHEREAS, the City of Deerfield Beach conducted a competitive selection process and awarded the Contract for the purchase of water meter fittings and water line accessories (ITB # 2018-19/12) (“Deerfield Beach Contract” hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, on March 3, 2022, the City of Deerfield Beach exercised the first of three (3) one-year renewal options and entered into a Contract Renewal, extending the term of the Deerfield Beach Contract from March 6, 2022 through March 5, 2023; and

WHEREAS, on February 16, 2023, the City of Deerfield Beach exercised the second of three (3) one-year renewal options and entered into a Contract Renewal , extending the term of the Deerfield Beach Contract from March 6, 2023 through March 5, 2024; and

WHEREAS, the VILLAGE the VENDOR desire to enter into a new Agreement \for the procurement of water meter fittings and water line accessories based on the terms and conditions of the Deerfield Beach Contract and the pricing contained in VENDOR’S response to the ITB.

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. Deerfield Beach Contract. The Deerfield Beach 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 Deerfield Beach under the Deerfield Beach Contract and all associated and applicable Contract Documents as defined therein.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Deerfield Beach Contract and pricing therein, the VENDOR shall provide water meter fittings and water line accessories 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 Deerfield Beach Contract.

4. Contract Documents and Conflict of Terms and Conditions. This Agreement is compromised of the following documents which are incorporated herein by reference (the "Contract Documents"):

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Deerfield Beach 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 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 Deerfield Beach 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 Deerfield Beach 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. **Compensation shall not exceed the amount approved in the annual budget.**

6. Miscellaneous Provisions.

6.1 The VILLAGE and VENDOR each binds itself and its successors and assigns to the other party hereto, its successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 VENDOR shall maintain the insurance as required by the Deerfield Beach Contract. Said insurance will name the VILLAGE as an additional insured to the extent of VENDOR'S indemnification obligations herein.

6.3 Headings and References & Exhibits: The headings contained in this Agreement 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 Agreement.

- 6.4 Counterparts: This Agreement 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 Agreement; Amendment and Waiver: This Agreement (together with any 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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement 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 Agreement 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 Agreement.
- 6.6 Successors and Assigns: This Agreement 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 Agreement 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 Agreement; (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 Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Agreement 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 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.

6.10 Effective date: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Deerfield Beach Contract, which is March 5, 2024, unless terminated earlier pursuant to the terms herein or in the Contract Documents. In the event the Deerfield Beach Contract is extended, this Agreement may be extended for the same term upon the approval of VENDOR and the Village Manager.

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 561-584-8431, 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. Indemnification. Regardless of the coverage provided by any insurance, VENDOR 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 VENDOR, its subcontractors, agents, servants, or employees during the course of performing services pursuant to the Deerfield Beach Contract and subsequent proposal and this Agreement.

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. Scrutinized Companies.

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

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

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

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

E. The VENDOR agrees that if it or any of its subcontractor's status changes in regards to any certification herein, the Vendor shall immediately notify the VILLAGE of the same.

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

10. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, VENDOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes VENDOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the 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

VENDOR:

Ferguson Enterprises, LLC

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, as _____ of Ferguson Enterprises, LLC, 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:_____

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

na

na

DocuSigned by:
David Santucci
By: _____
6E00D88DCB45418
DAVID SANTUCCI, CITY MANAGER

Date: 2/16/2023

ATTEST:

DocuSigned by:
Heather Montemayor

5E72EB83A1E04DD
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5CAAD0437D08A4C4
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

na
(Witness)

na
(Corporate Seal, if applicable)

Core & Main LP
(Name of Corporation)

DocuSigned by:
By Benjamin Strasser
(Signature) 949FE24F890548B...

Benjamin Strasser Municipal Quotations Spec
(Type Name/Title Signed Above)

Date: 2/16/2023

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON WATERWORKS. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the second (2nd) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2023 and will expire on March 5, 2024. (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

DocuSigned by:
David Santucci
By: 6E00D88DCB45419
DAVID SANTUCCI, CITY MANAGER
Date: 2/16/2023

ATTEST:

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04BD...
HEATHER MONTEMAYOR, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAAG437D58A4C4
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Ferguson Enterprises LLC
(Name of Corporation)

na
(Witness)

DocuSigned by:
Matt Gracie
By (Signature)
32383096A60F436...

na
(Corporate Seal, if applicable)

Matt Gracie Matt Gracie/ Sales
(Type Name/Title Signed Above)

Date: 2/16/2023

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



March 23, 2023

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

To Whom It May Concern:

Please note that Ferguson Waterworks will allow the Village of Palm Springs to utilize the City of Deerfield Beach Water Meter Fittings and Water Line Accessories, ITB #2018-19-12 Co-Op contract.

Feel free to reach out with any questions

Thanks,

A handwritten signature in black ink that reads "Matthew Gracie".

Matt Gracie
Municipal Sales
Ferguson Waterworks



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: #2011-12/22

DESCRIPTION/TITLE: Water Meter Fittings and Water Line Accessories

CONTRACT TERM: Starts: November 1, 2012 Ends: October 31, 2015

OPTIONS OF CONTRACT: Three (3) - One (1) year periods
(Number of renewals)

SECTION #1 - VENDOR AWARD

Vendor Name: Ferguson Enterprises, Inc.
Vendor Address: 1950 NW 15th St., Pompano Beach, FL 33069
Contact: Jason Mueller, Sales Manager
Phone: 954-973-8100 **Fax:** 954-917-3134
Email Address: jason.mueller@ferguson.com

Vendor Name: Fortiline Waterworks, Inc.
Vendor Address: 8920 SW Glades Cut-Off Rd., Port St. Lucie, FL 34986
Contact: Greg Panasuk, Municipal Sales
Phone: 772-408-1960 **Fax:** 772-408-1963
Email Address: greg.panasuk@fortiline.com

Vendor Name: HD Supply Waterworks, LTD.
Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309
Contact: Susan Helms, Municipal Sales Coordinator
Phone: 954-772-7343 **Fax:** 954-772-0443
Email Address: susan.helms@hdsupply.com

Vendor Name: Lehman Pipe & Plumbing
Vendor Address: 230 NW 29th Street, Miami, FL 33127
Contact: Josh Aberman
Phone: 305-576-3054 **Fax:** 305-576-3066
Email Address: josh@lehmanpipe.com

Vendor Name: Mariflow Industries, Inc.
Vendor Address: 140 Commerce Road, Boynton Beach, FL 33426
Contact: Brandon Marino, President
Phone: 561-582-7800 **Fax:** 561-431-4660
Email Address: sales@mariflow.com

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: October 16, 2012 **Resolution/Agenda Item No.:** 2012/197
Insurance Required: No
Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: David Santucci, Purchasing Manager
Telephone: 954-480-4380 **Facsimile:** 954-480-4388
Email: dsantucci@deerfield-beach.com

RESOLUTION NO. 2012/197

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA APPROVING CONTRACTS WITH FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., HD SUPPLY WATERWORKS, LTD, LEHMAN PIPE & PLUMBING SUPPLY CO., MARIFLOW INDUSTRIES, INC.

WHEREAS, the City of Deerfield Beach served as the lead agency for Southeast Florida Governmental Cooperative Purchasing Group Bid #2011-12/22 for the purchase of water meter fittings and water line accessories; and

WHEREAS, the City received eight (8) responsive bids; and

WHEREAS, the bid submittals were reviewed by both the Purchasing Division and the Environmental Services Department; and

WHEREAS, the recommendation for award of each Catalog/Price List is made to the Bidders with the greatest overall percentage discount for the Catalogs/Price Lists or Manufacturers listed in the RFP; and

WHEREAS, the Bidders being recommended for award, in accordance with the Award Summary, are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co. and Mariflow Industries, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

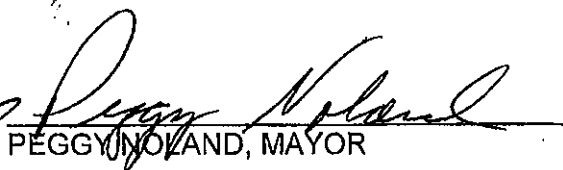
Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

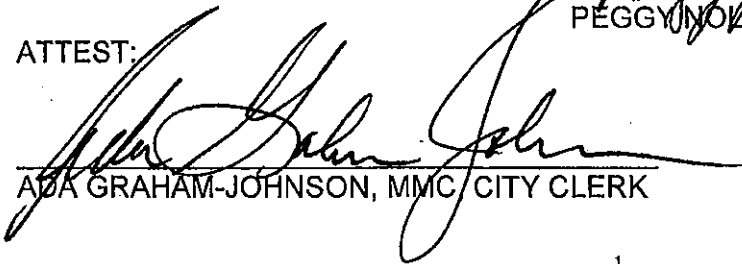
Section 2. The City Commission does hereby approve the contracts with Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co. and Mariflow Industries, Inc. The Mayor and/or the City Manager are hereby authorized to execute any appropriate documents.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF OCTOBER, 2012.

ATTEST:


PEGGY NOLAND, MAYOR


ADA GRAHAM-JOHNSON, MMC CITY CLERK



Item:

CITY OF DEERFIELD BEACH

Request for City Commission Agenda

Agenda Date Requested: October 16, 2012

Contact Person: David Santucci, Purchasing Manager

Description: Award of Southeast Co-op Contract for the purchase of Water Meter Fittings and Water Line Accessories, ITB #2011/12-22

Fiscal Impact: Estimated Annual Expenditure is \$190,000.00

Budget Line Item Number and Title: Account Number 401-5030-536-35-84, "Materials and Supplies - Meters and Pipes"

Required Attachment: A Cover Memo from the Department Head to the City Manager further describing the request and providing back-up information and documents.

THIS SECTION RESERVED FOR PROCESSING OF THE REQUEST

☐ Ordinance

☒ Resolution

☐ Consent Agenda

Agenda Item Type

☐ Presentation

☐ Written Request

☐ Public Hearing

☐ Public Hearing Second Reading

☐ Quasi-Judicial Public Hearing

☒ General Item

Comments:

ITEM APPROVED FOR THE AGENDA:

krk 10/8/12

Signature

Date



Memorandum

TO: Burgess Hanson, City Manager

FROM: Charles DaBrusco, Director of Environmental Services

DATE: October 3, 2012

RE: Award of Southeast Co-op Contract for the purchase of Water Meter Fittings and Water Line Accessories, ITB #2011/12-22

The purpose of this agenda item is to request City Commission approval for award of contract to Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries, Inc. for the purchase of water meter fittings and water line accessories for use in the water distribution system.

The City of Deerfield Beach, acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group (Southeast Co-op), has competitively solicited bids for the purchase of water meter fittings and water line accessories. Staff of the Purchasing and Environmental Departments have evaluated the bids submitted and are recommending the award of contract to the vendors who provided the most competitive prices for the items in the various categories. The selected vendors are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries, Inc. A memo from the Purchasing Manager is attached.

The city of Deerfield Beach annual expenditure for the items is estimated at \$190,000. Funds shall be expended from account number 401-5030-536-35-84, Materials and Supplies - Meters and Pipes.

Staff recommends to the City Commission the approval of award of Southeast Co-op Contract for the purchase of water meter fittings and water line accessories to Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries.

Attachments

cc: David Santucci, Purchasing Manager
Hugh Dunkley, Director of Finance



MEMORANDUM

TO: Burgess Hanson, City Manager

FROM: David Santucci, Purchasing Manager

FOR: Contract Award

DATE: October 2, 2012

SUBJECT: **Water Meter Fittings and Water Line Accessories (Co-op Contract)**
ITB #2011-12/22

The City of Deerfield Beach is the Lead Agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group for the Water Meter Fittings and Water Line Accessories Contract. Although there were two (2) additional one (1) year renewal options available on the previous contract, it was the general consensus of City staff and other participating Coop agencies that the Contract be re-bid. This determination was made because four of the eight Contractors on the previous contract opted not to renew the contract, and major changes are occurring in the brass fittings industry; namely the federal mandate for unleaded brass fittings.

This contract is being awarded in a different manner than it was previously. In the past the Contract was awarded to all responsive and responsible bidders for all catalogs/price lists that were bid. The recommended award for this contract attempts to recognize the diversity in all participating agencies operations, product standards, and existing infrastructure while at the same time enhancing the competitive nature of the formal solicitation process by recognizing the low responsive and responsible bidder for each Catalog/Price List currently being used by the participating agencies. Furthermore, this structure will simplify contract management by making it more user friendly for end-users.

Details of the competitive solicitation process are as follows:

- On Friday, August 3, 2012 forty-eight (48) invitation letters were sent to the appropriate registered vendors with the City via e-mail, facsimile, or USPS.
- The competitive solicitation was advertised in the legal notices section of the Sun-Sentinel on Friday, August 3, 2012.
- Two (2) addenda were issued during the solicitation process to address vendor questions.
- On Wednesday, September 29, 2012 at 11:00 a.m., the due date and time, the Purchasing Division opened the responses. Eight (8) responses were received by the due date and time required.
- While tabulating the bid submittals it became apparent that a low Bidder for some Catalog/Price Lists could not be determined. The reason was there were inconsistencies in the way each Bidder responded to and provided pricing for a given Catalog/Price List. Specifically, Bidders did not provide pricing for the same groups contained within the Catalog/Price List.

- In the City's best interest letters were sent to the appropriate Bidders on September 17, 2012 affording them the opportunity to provide additional percentage discounts (not change) for Catalog/Price List groups neglected in the original bid submittal; rather than to conclude that the Catalog/Price Lists in question be removed from the Contract because an awardee could not be determined.
- All responses were received prior to the end of the thirty (30) day sealed bid period, September 28, 2012. The additional percentage discounts allowed Staff to effectively evaluate all bid submittals and percentage discounts received with the ultimate goal of determining a low bidder. Additionally, the additional percentage discounts received were consistent with the each Bidder's Bid Schedule received at the time of bid opening.

The bid submittals were reviewed by both the Purchasing Division and the Environmental Services Department. Our recommendation for award of each Catalog/Price List is made to the Bidders with the greatest overall percentage discount for the Catalogs/Price Lists or Manufacturers listed in the RFP. The Bidders being recommended for award are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., Mariflow Industries, Inc.

Details of the award recommendation can be found in the first page of the attached Bid Tabulation. In some cases two Bidders have been recommended; either because a clear low bidder could not be determined or two bidders offered the same percentage discounts. Substitute Catalogs/Price Lists were offered, but not all were accepted. The determining factors for acceptance or rejection were; are the groups contained in the Substitute already offered in other Catalogs/Price List and does the Substitute provide a broad range of product groups.

DS

Att.: Bid Tabulation

cc: Charles DaBrusco, Director of Environmental Services
Patrick Autley, Water Utility Supervisor

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Award Summary

	Fortiline Waterworks, Inc.	Lehman Pipe & Plumbing Supply Co.	HD Supply Waterworks, LTD	Mariflow Industries, Inc.	Ferguson Enterprises, Inc.
Group #1 - Adapters	DFW & Mueller	James Jones	Buy Wholesale Co. & Ford		AY McDonald & Ford
Group #2 - Meter Boxes	DFW & Mueller & Old Castle Brooks	James Jones	Ford & Old Castle Carson & Pentek		CDR Systems & Ford & Old Castle Enclosures Solutions
Group #3 - Clamps	Mueller & Romac	James Jones	Ford & JCM Industries, Inc & Smith Blair		Ford & Total Piping Solutions
Group #4					
Group #5 - Corporation Stops	Mueller	James Jones	Ford		AY McDonald & Ford
Group #6 - Couplings	Mueller & Romac	James Jones & Merit Brass	Buy Wholesale Co. & Ford & Smith Blair & Trumbull	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe & Total Piping Solutions
Group #7 - Curb Stops	Mueller	James Jones	Ford		AY McDonald & Ford
Group #8 - Elbows	Mueller	Merit Brass	Ford	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
Group #9 - Flanges	Mueller	James Jones	Buy Wholesale Co. & Ford & Trumbull		AY McDonald & Ford
Group #10 - Hose Bibs	Mueller	Hammond Valve	American Valve & Buy Wholesale		
Group #11 - Idler Pipes	Mueller	James Jones	Ford		AY McDonald & Ford
Group #12 - Insert Stiffeners	Mueller	James Jones	Buy Wholesale Co. & Ford		AY McDonald & Ford
Group #13 - Meter Stops	Mueller	James Jones	Ford		AY McDonald & Ford
Group #14 - Nipples, Brass	Mueller	Merit Brass		Lee Brass DLF	
Group #15 - Pieces, Branch	Mueller	James Jones	Ford		AY McDonald & Ford
Group #16 - Plugs, Standard Brass	Mueller	Merit Brass	Buy Wholesale Co.	Lee Brass DLF	AY McDonald & Ford
Group #17 - Poly-Adapters x Compression Brass	Mueller	James Jones	Ford		AY McDonald & Ford
Group #18 - Reducer Bushings	Mueller	Merit Brass	Buy Wholesale Co.	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
Group #19 - Meter Resetters	Mueller	James Jones	Ford		AY McDonald & Ford
Group #20 - Service Saddles	Mueller & Romac	James Jones	Ford & JCM Industries, Inc		AY McDonald & Ford
Group #21 - Tees	Mueller	Merit Brass	Ford	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
Group #22 - Tubing	Endot	CMC Howell Metal & Curtis Marketing & James Jones	Charter Plastics & Endot		
Group #23 - U-Branches	Mueller		Ford		AY McDonald
Group #24 - Valves	Mueller	James Jones & Nibco	American Valve & Clow Valve Co. & Ford & Nibco		American Flow Control & AY McDonald & Ford
Group #25 - Washers	Mueller	James Jones	Ford		AY McDonald & Ford & Star Pipe
Group #26 - Yokes	Mueller	James Jones	Ford		AY McDonald & Ford
Group #27 - Megaplugs			Ford	EBAA Iron	Ford & Star Pipe
Group #28 - Grip Rings 4" - 12"	Romac		Ford		Ford
Group #29 - Ductile Pipe 4" - 64"			US Pipe and Foundry	Griffin Pipe Products	American Cast Iron Pipe

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Award by Catalog

	Fortiline Waterworks, Inc.	Lehman Pipe & Plumbing Supply Co.	HD Supply Waterworks, LTD	Mariflow Industries, Inc.	Ferguson Enterprises, Inc.
A.Y. McDonald Mfg. Co. (Water)					x
American Cast Iron Pipe					x
American Flow Control					x
American Valve			x		
Buy Wholesale Co			x		
CDR Systems					x
Charter Plastics			x		
Clow Valve Co			x		
CMC Howell Metal		x			
Curtis Marketing			x		
DFW Series A	x				
DFW Series C	x				
DFW Series F	x				
EBAA Iron				x	
Endot Tubing	x		x		
Ford			x		x
Griffin Pipe Products				x	
Hammond Valve		x			
James Jones		x			
JCM Industries			x		
Lee Brass				x	
Merit Brass-BRNL 511		x			
Merit Brass-Domestic BRTF 511/LFBRTF 511		x			
Merit Brass-Import IBRTF 712		x			
Mueller	x				
Nibco Valves		x	x		
Oldcastle Brooks Meter Boxes	x				
Oldcastle Carson Meter Boxes			x		
Oldcastle Enclosure Solutions					x
Pentek Access Boxes			x		
Romac Industries	x				
Smith Blair			x		
Star Pipe Products					x
Total Piping Solutions Inc					x
Trumbull			x		
Tyler Union				x	
US Pipe & Foundry			x		

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: American Cast Iron Pipe
Catalog / Price List Number:

Ferguson Enterprises, Inc.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	List +10%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: American Flow Control
Catalog / Price List Number: N/A

Ferguson Enterprises, Inc.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #24 - Valves		
Valves, Gate	40%	40%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.		
Catalog Items Not Listed	25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: American Valve

Catalog / Price List Number: PL111

Product Groups	HD Supply Waterworks, LTD.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #10 - Hose Bibs	50%			
Group #24 - Valves				
Valves, Ball Meter	50%			
Valves, Check	50%			
Valves, Gate	50%	N/A	25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: AY McDonald MFG. Co.
Catalog / Price List Number: Water Service Products Price List

	Mariflow Industries, Inc.		Municipal Waterworks, Inc.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters						
Adapters, Stainless		53.3%			54%	54%
Adapters, Meter		53.3%	52.5%	52.5%	54%	54%
Group #5 - Corporation Stops		53.3%	52.5%	52.5%	54%	54%
Group #6 - Couplings						
Couplings, Brass		53.3%	52.5%	52.5%	54%	54%
Couplings, Compression		53.3%	52.5%	52.5%	54%	54%
Couplings, Meter		53.3%	52.5%	52.5%	54%	54%
Couplings, Pack Joint		53.3%	52.5%	52.5%	54%	54%
Couplings, Quick Connect		53.3%	52.5%	52.5%	54%	54%
Couplings, Straight		53.3%	52.5%	52.5%	54%	54%
Group #7 - Curb Stops		53.3%	52.5%	52.5%	54%	54%
Group #8 - Elbows		53.3%	52.5%	52.5%	54%	54%
Group #9 - Flanges						
Flanges, Bronze, Meter		53.3%	52.5%	52.5%	54%	54%
Flanges, Oval Brass		53.3%	52.5%	52.5%	54%	54%
Group #11 - Idler Pipes		53.3%	52.5%	52.5%	54%	54%
Group #12 - Insert Stiffeners		53.3%	52.5%	52.5%	54%	54%
Group #13 - Meter Stops		53.3%	52.5%	52.5%	54%	54%
Group #15 - Pieces, Branch		53.3%	52.5%	52.5%	54%	54%
Group #16 - Plugs, Standard Brass			52.5%	52.5%		
Group #17 - Poly-Adapters x Compression Brass		53.3%	52.5%	52.5%	54%	54%
Group #18 - Reducer Bushings		53.3%	52.5%	52.5%	54%	54%
Group #19 - Meter Resetters		53.3%	52.5%	52.5%	54%	54%
Group #20 - Service Saddles		53.3%	52.5%	52.5%	54%	54%
Group #21 - Tees		53.3%	52.5%	52.5%	54%	54%
Group #23 - U-Branches		53.3%	52.5%	52.5%	54%	54%
Group #24 - Valves						
Valve Assemblies, Key Branch		53.3%	52.5%	52.5%	54%	54%
Valves, Angle Meter		53.3%	52.5%	52.5%	54%	54%
Valves, Ball Meter		53.3%	52.5%	52.5%	54%	54%
Valves, Check		53.3%	52.5%	52.5%	54%	54%
Valves, Gate		53.3%			54%	54%
Group #25 - Washers						
Washers, Rubber		53.3%			54%	54%
Washers, Fiber		53.3%			54%	54%
Group #26 - Yokes		58.0%	57.2%	57.2%	54%	54%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Buy Wholesale Co.

Catalog / Price List Number:

	HD Supply Waterworks, LTD.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters				
Adapters, Meter	Net Plus 15%	N/A	List + 25%	List + 25%
Group #6 - Couplings				
Couplings, Brass	Net Plus 15%	N/A	List + 25%	List + 25%
Couplings, Meter	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
Group #9 - Flanges				
Flanges, Bronze, Meter	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
Flanges, Oval Brass	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
Group #10 - Hose Bibs	Net Plus 15%	N/A		
Group #12 - Insert Stiffeners	Net Plus 15%	N/A		
Group #16 - Plugs, Standard Brass	Net Plus 15%	N/A	List + 25%	List + 25%
Group #18 - Reducer Bushings	Net Plus 15%	N/A	List + 25%	List + 25%
Group #25 - Washers				
Washers, Rubber	Net Plus 15%	N/A	List + 25%	List + 25%
Washers, Fiber	Net Plus 15%	N/A	List + 25%	List + 25%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.				
All Catalog Items not Listed			List + 25%	List + 25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: CDR Systems
Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	40%		37.2%		43.5%		51.5%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Charter Plastics
Catalog / Price List Number: Net Sheet

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Poly	Net Plus10%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Clow Valve Co.
Catalog / Price List Number: List Price Sheet

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #24 - Valves		
Valves, Gate	50%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: CMC Howell Metal
Catalog / Price List Number: Sheet 1

Lehman Pipe and Plumbing Supply Co.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Copper	52%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Curtis Marketing
Catalog / Price List Number:

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Copper	Net Plus 15%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: DFW Plastics, Inc.
Catalog / Price List Number: Series A Plastic Enclosures (A-RV009-1)

Product Groups	Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters								
Group #2 - Meter Boxes	66%		65%		35%		63.5%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: DFW Plastics, Inc.
Catalog / Price List Number: Series C Polymer Enclosures (C-RV009-1)

Product Groups	Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		35%		20%		25.0%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: DFW Plastics, Inc.
Catalog / Price List Number: Series F Polymer Enclosures (F-RV012-1)

Product Groups	Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	16%		20%		7%		9.5%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: EBAA Iron
Catalog / Price List Number: 0712-M Megalugs and Other Joint Restraint Products

Product Groups	HD Supply Waterworks, LTD.		Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		A&B Pipe and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #27 - Megalugs	60%		61.6%		61%		58%		60%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Endot Industries, Inc.
Catalog / Price List Number:

	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing						
Tubing, Poly	38%		38%		10%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Ford (2) No Lead : Leaded
Catalog / Price List Number: 03/2012

Product Groups	HD Supply Waterworks, LTD.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters						
Adapters, Meter	51%	51%	48%	48%	53.1%	50.1%
Group #2 - Meter Boxes	48%	48%	A35%, C20%, F7%	NA		
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel	52%	52%	50%	NA	53.4%	53.4%
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	52%	52%	50%	NA	53.4%	53.4%
Clamps, Repair, Stainless Steel with Cast Lugs	52%	52%	50%	NA	53.4%	53.4%
Group #5 - Corporation Stops	51%	51%	48%	48%	51.3%	51.3%
Group #6 - Couplings						
Couplings, Brass	51%	51%	48%	48%	51.3%	51.3%
Couplings, Compression	51%	51%	48%	48%	51.3%	51.3%
Couplings, Meter	51%	51%	48%	48%	51.3%	51.3%
Couplings, Pack Joint	51%	51%	48%	48%	51.3%	51.3%
Couplings, Quick Connect	51%	51%	48%	48%	51.3%	51.3%
Couplings, Straight	51%	51%	48%	48%	51.3%	51.3%
Group #7 - Curb Stops	51%	51%	48%	48%	51.3%	51.3%
Group #8 - Elbows	51%	51%	48%	48%	51.3%	51.3%
Group #9 - Flanges						
Flanges, Bronze, Meter	51%	51%	48%	48%	51.3%	51.3%
Flanges, Oval Brass	51%	51%	48%	48%	51.3%	51.3%
Group #11 - Idler Pipes	51%	51%	48%	48%	51.3%	51.3%
Group #12 - Insert Stiffeners	51%	51%	48%	48%	51.3%	51.3%
Group #13 - Meter Stops	51%	51%	48%	48%	51.3%	51.3%
Group #15 - Pieces, Branch	51%	51%	48%	48%	51.3%	51.3%
Group #16 - Plugs, Standard Brass	51%	51%	70%	55%	51.3%	51.3%
Group #17 - Poly-Adapters x Compression Brass	51%	51%	48%	48%	51.3%	51.3%
Group #18 - Reducer Bushings	51%	51%	50%	55%	51.3%	51.3%
Group #19 - Meter Resetters	51%	51%	48%	48%	51.3%	51.3%
Group #20 - Service Saddles	49%	49%	47%	N/A	50.3%	50.3%
Group #21 - Tees	51%	51%	48%	48%	51.3%	51.3%
Group #23 - U-Branches	51%	51%	48%	48%	51.3%	51.3%
Group #24 - Valves						
Valve Assemblies, Key Branch	51%	51%	48%	48%	51.3%	51.3%
Valves, Angle Meter	51%	51%	48%	48%	51.3%	51.3%
Valves, Ball Meter	51%	51%	48%	48%	51.3%	51.3%
Valves, Check	49%	49%	48%	48%	51.3%	51.3%
Group #25 - Washers						
Washers, Rubber	N/A	N/A	50%	N/A	51.3%	51.3%
Group #26 - Yokes	51%	51%	48%	48%	50.3%	50.3%
Group #27 - Megalugs	47%	47%	40%	N/A		
Group #28 - Grip Rings 4"-12"	N/A	N/A	40%	N/A		
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
All Catalog Items not Listed					25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Griffin Pipe Products
Catalog / Price List Number: Product Schedule

Mariflow, Industries, Inc.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	2%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Hammond Valve
Catalog / Price List Number: PHV0112

Lehman Pipe and Plumbing Supply Co.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #10 - Hose Bibs	62%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: James Jones

Catalog / Price List Number: James Jones Brass (Leaded and Low-Lead)

Lehman Pipe and Plumbing Supply Co.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters		
Adapters, Meter	37%	37%
Group #2 - Meter Boxes	18%	
Group #3 - Clamps		
Clamps, Pipe, Stainless Steel	31%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	31%	
Clamps, Repair, Stainless Steel with Cast Lugs	31%	
Group #5 - Corporation Stops	37%	37%
Group #6 - Couplings		
Couplings, Compression	37%	37%
Couplings, Meter	37%	37%
Couplings, Pack Joint	37%	37%
Couplings, Quick Connect	37%	37%
Couplings, Straight	37%	37%
Group #7 - Curb Stops	37%	37%
Group #9 - Flanges		
Flanges, Bronze, Meter	37%	37%
Flanges, Oval Brass	37%	37%
Group #11 - Idler Pipes	37%	37%
Group #12 - Insert Stiffeners	53%	
Group #13 - Meter Stops	37%	37%
Group #15 - Pieces, Branch	37%	37%
Group #17 - Poly-Adapters x Compression Brass	37%	37%
Group #19 - Meter Resetters	37%	37%
Group #20 - Service Saddles	37% Brass/54% Iron	37%
Group #22 - Tubing		
Group #23 - U-Branches	37%	37%
Group #24 - Valves		
Valve Assemblies, Key Branch	37%	37%
Valves, Angle Meter	37%	37%
Valves, Ball Meter	37%	37%
Valves, Check	37%	37%
Valves, Gate	37%	37%
Group #25 - Washers		
Washers, Rubber	37%	37%
Washers, Fiber	37%	37%
Group #26 - Yokes	37% Brass/44% Iron	37%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: JCM Industries, Inc

Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps				
Clamps, Pipe, Stainless Steel	57%		53%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	57%		53%	
Clamps, Repair, Stainless Steel with Cast Lugs	57%		53%	
Group #20 - Service Saddles	57%		53%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Lee Brass

Catalog / Price List Number: Domestic Lead Free Price List (Mariflow)

Product Groups	HD Supply Waterworks, LTD.		Mariflow Industries, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings				
Couplings, Brass	Net Plus 15%	Net Plus 15%		84%
Couplings, Straight	Net Plus 15%	Net Plus 15%		84%
Group #8 - Elbows	Net Plus 15%	Net Plus 15%		84%
Group #14 - Nipples, Brass	Net Plus 15%	Net Plus 15%		95%
Group #16 - Plugs, Standard Brass				84%
Group #18 - Reducer Bushings	Net Plus 15%	Net Plus 15%		84%
Group #21 - Tees	Net Plus 15%	Net Plus 15%		84%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.				
Unions				84%
Caps				84%

Tabulation

	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #14 - Nipples, Brass	95%		95%			65%	50%	50%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.								
All Catalog Items not Listed							25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Merit Brass - Import
Catalog / Price List Number: IBRTF 712

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings				
Couplings, Brass	71%	59%	71.3%	63.3%
Couplings, Straight	71%	59%	71.3%	63.3%
Group #8 - Elbows	71%	59%	71.3%	63.3%
Group #16 - Plugs, Standard Brass	71%	59%	71.3%	63.3%
Group #18 - Reducer Bushings	71%	59%	71.3%	63.3%
Group #21 - Tees	71%	59%	71.3%	63.3%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Mueller Co.
Catalog / Price List Number:

	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		A&B Pipe and Supply, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters						
Adapters, Meter			80.1%	40.1%	33.0%	
Group #2 - Meter Boxes			13.0%		3.0%	
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel			32.0%		25.0%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts			32.0%		25.0%	
Clamps, Repair, Stainless Steel with Cast Lugs			32.0%		25.0%	
Group #5 - Corporation Stops			40.5%	40.5%	33.0%	
Group #6 - Couplings						
Couplings, Brass			40.5%	40.5%	33.0%	
Couplings, Compression			40.5%	40.5%	33.0%	
Couplings, Meter			40.5%	40.5%	33.0%	
Couplings, Pack Joint			40.5%	40.5%	33.0%	
Couplings, Quick Connect			40.5%	40.5%	33.0%	
Couplings, Straight			40.5%	40.5%	33.0%	
Group #7 - Curb Stops			40.5%	40.5%	33.0%	
Group #8 - Elbows			40.5%	40.5%	33.0%	
Group #9 - Flanges						
Flanges, Bronze, Meter			40.5%	40.5%	33.0%	
Flanges, Oval Brass			40.5%	40.5%	33.0%	
Group #10 - Hose Bibs				40.5%		
Group #11 - Idler Pipes			40.5%	40.5%	33.0%	
Group #12 - Insert Stiffeners			57.0%	57.0%	50.0%	
Group #13 - Meter Stops			40.5%	40.5%	33.0%	
Group #14 - Nipples, Brass					33.0%	
Group #15 - Pieces, Branch			40.5%	40.5%	33.0%	
Group #16 - Plugs, Standard Brass			40.5%	40.5%	33.0%	
Group #17 - Poly-Adapters x Compression Brass			40.5%	40.5%	33.0%	
Group #18 - Reducer Bushings			40.5%	40.5%	33.0%	
Group #19 - Meter Resetters			40.5%	40.5%	33.0%	
Group #20 - Service Saddles			56% (Iron)		33.0%	
Group #21 - Tees			40.5%	40.5%	33.0%	
Group #23 - U-Branches			40.5%	40.5%	33.0%	
Group #24 - Valves						
Valve Assemblies, Key Branch			40.5%	40.5%	33.0%	
Valves, Angle Meter			40.5%	40.5%	33.0%	
Valves, Ball Meter			40.5%	40.5%	33.0%	
Valves, Check			40.5%	40.5%	33.0%	
Valves, Gate	70%		40.5%		33.0%	
Group #25 - Washers						
Washers, Rubber			40.5%		33.0%	
Washers, Fiber			40.5%		33.0%	
Group #26 - Yokes			45% (Iron)		33.0%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Nibco
Catalog / Price List Number: LF-VLV-0812 / BIDV-0312 (Lehman Only)

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #24 - Valves				
Valves, Ball Meter		60%		
Valves, Check		60%	62%	62%
Valves, Gate		60%	62%	62%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: OLDCASTLE
Catalog / Price List Number: Brooks

	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.		A&B Pipe and Supply, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		34%		List + 10%		14%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: OLDCASTLE
Catalog / Price List Number: Carson

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	35%		34%		24%		14%	

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22**

Tabulation

Catalog / Price List Name: OLDCASTLE
Catalog / Price List Number: ENCLOSURES SOLUTIONS

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		22.5%		30%	30%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Pentek
Catalog / Price List Number: U.S. 2012 List Prices

	HD Supply Waterworks, LTD.		Fortiline, , Inc.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	53%		52%		40%	40%

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22**

Tabulation

Catalog / Price List Name: Romac Industries
Catalog / Price List Number:

	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel			62%		55%	55%
Clamps, Repair, Stainless Steel with Stainless Steel Bolts			62%		55%	55%
Clamps, Repair, Stainless Steel with Cast Lugs	47%		62%		55%	55%
Group #6 - Couplings						
Couplings, Compression			61%			
Group #20 - Service Saddles			64.5%		55%	55%
Group #28 - Grip Rings 4"-12"	47%		57%		50%	50%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Smith Blair
Catalog / Price List Number:

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps		
Clamps, Pipe, Stainless Steel	69%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	69%	
Clamps, Repair, Stainless Steel with Cast Lugs	69%	
Group #6 - Couplings		
Couplings, Compression	69%	
Couplings, Meter	69%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Star Pipr Products
Catalog / Price List Number: Import-UPL.12.01

Ferguson Enterprises, Inc		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings		
Couplings, Straight	50%	
Group #8 - Elbows	50%	
Group #18 - Reducer Bushings	50%	
Group #21 - Tees	50%	
Group #25 - Washers		
Washers, Rubber	25%	
Group #27 - Megalugs	65%	
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
All Catalog Items not Listed	25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Total Piping Solutions, Inc
Catalog / Price List Number:

	HD Supply Waterworks, LTD.		A&B Pipe and Supply, Inc.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel	35%		32%		35%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	35%		32%		35%	
Clamps, Repair, Stainless Steel with Cast Lugs	35%		32%		35%	
Group #6 - Couplings						
Couplings, Compression	35%				35%	
Couplings, Straight	N/A				35%	
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.						
All Catalog Items not Listed					25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Trumbull
Catalog / Price List Number: PL111

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings		
Couplings, Meter	Net Plus 15%	
Group #9 - Flanges		
Flanges, Bronze, Meter	Net Plus 15%	
Flanges, Oval Brass	Net Plus 15%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Tyler Union

Catalog / Price List Number: Import Fittings & Accessories / LP-2011N

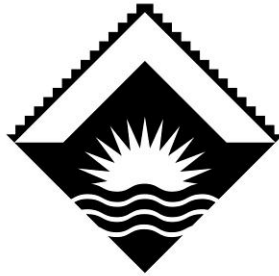
	Mariflow Industries, Inc.		Ferguson Enterprises, Inc.	
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings				
Couplings, Straight	48.5%		45%	
Group #8 - Elbows	48.5%		45%	
Group #18 - Reducer Bushings	48.5%		45%	
Group #21 - Tees	48.5%		45%	
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Plugs	48.5%			
Caps	48.5%			
Cross	48.5%			
Wye's	48.5%			
Sleeves	48.5%			
Reducers	48.5%			
MJ Accessories	48.5%			
All Catalog Items not Listed			25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: US Pipe and Foundry
Catalog / Price List Number:

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	45%	



City of

D E E R F I E L D

B E A C H

Invitation to Bid

Water Meter Fittings and Water Line Accessories ITB #2011-12/22

Purchasing Division
401 S.W. 4th Street, Deerfield Beach, FL 33441
Phone: 954-480-4381
Fax: 954-480-4388

Table of Contents

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

<u>Section</u>	<u>Page</u>
LEGAL NOTICE	1
NOTICE OF COOPERATIVE PROCUREMENT	2
SECTION 1 - INTRODUCTION AND INFORMATION	3
1.1 Purpose.....	3
1.2 Point of Contact.....	3
1.3 Contract Term	3
1.4 Participating Agencies	3
SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS.....	8
2.1 Other Governmental Agencies	8
2.2 Independent Contract.....	8
2.3 Sub-Contractors	8
2.4 Addenda, Changes and Interpretations	8
2.5 Multiple Bids	8
2.6 Variances	8
2.7 Omission of Details	9
2.8 Mistakes	9
2.9 Bidder's Cost.....	9
2.10 Bid Acceptance	9
2.11 Rejection of Bids	9
2.12 Bidder Qualifications	9
2.13 Bidder's Experience Records	9
2.14 Licenses and Certifications.....	9
2.15 Insurance	9
2.16 Indemnification	9
2.17 Legal Requirements	10
2.18 Protest Procedures.....	10
2.19 Cone of Silence	11
2.20 Small Disadvantages Business Entity.....	11
2.21 Ethics Code.....	12
2.22 Public Records / Confidential Information	12
2.23 Public Entity Crimes Information Statement.....	12
2.24 Anti Collusion	12
2.25 Conflict of Interest	12
2.26 No Contingent Fee	12
2.27 Special Conditions.....	13
2.28 Entire Agreement	13
2.29 Nonexclusive Contract/Additional Services.....	13

2.30	Assignment	13
2.31	Waiver	13
2.32	Survivorship Rights	13
2.33	Severability	13
2.34	Default and Termination	13
2.35	Advertising	13
2.36	Venue	13
2.37	Safety Requirements	14

SECTION 3 - SPECIAL TERMS AND CONDITIONS 15

3.1	ITB Schedule	15
3.2	Submission and Receipt of Bids	15
3.3	Contract Award	16
3.4	Warranty	16
3.5	Delivery	17
3.6	Inventory	17
3.7	Samples and Demonstrations	18
3.8	Quantities	18
3.9	Price	18
3.10	Cost Adjustments	18
3.11	Reporting Requirements	18
3.12	Catalogs and Price Lists	18
3.13	Value-Added Items	19
3.14	Invoices and Payment	19
3.15	Required Documents	19
3.16	Insurance Requirements	19

SECTION 4 - SPECIFICATIONS 22

4.1	Product Groups	22
4.2	Catalogs and Price Lists	22
4.3	Regulations and Standards	23

SECTION 5 - BID PACKAGE BP-1

Bid Requirements Checklist	BP-2
Bid Certification	BP-3
Bid Schedule	BP-6
Qualification Statement	BP-10
Schedule "A"	BP-14
SDBE Participation Affidavit	BP-15
SDBE Unavailability Affidavit	BP-16
Indemnification Clause	BP-17
Non-Collusive Affidavit	BP-18
Drug-Free Workplace Form	BP-19
References	BP-20
Variances	BP-21



City of
D E E R F I E L D
B E A C H

August 3, 2012

**PUBLIC NOTICE
FOR
WATER METER FITTINGS AND WATER LINE ACCESSORIES
ITB #2011-12/22**

DUE DATE: WEDNESDAY, AUGUST 29, 2012 AT 11:00 A.M. EST

The City of Deerfield Beach, as the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is seeking bids from qualified vendors, herein referred to as the Bidder, to establish an open-ended as needed annual contract for water meter fittings and water line accessories in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Sealed Bids shall be delivered in a sealed envelope and addressed to the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441, until, Wednesday, August 29, 2012 at 11:00 a.m. EST, at which time and place the submittals will be publicly opened and the names of the Bidder's will be read. All Bidders or their representatives are invited to attend the bid opening. Bids shall be clearly labeled with the Bidder's legal name, address and telephone number, bid title and number, and due date.

Bidders are responsible for making certain that their bid is received at the location specified by the due date and time. The City of Deerfield Beach is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the due date and time will be returned to the Bidder unopened.

A cone of silence is in effect for this ITB. The cone of silence prohibits certain communications between potential respondents and the City.

An ITB document can be obtained through the City of Deerfield Beach, Purchasing Division on August 3, 2012. An ITB document may be requested by emailing sfrancis@deerfield-beach.com or picked up at the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441. Bids will only be accepted from registered Bidders who have obtained the ITB document from the Purchasing Division.

For additional information, contact David, Santucci, (954) 480-4380 or dsantucci@deerfield-beach.com.

Burgess Hanson
City Manager



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with water meter fittings and water line accessories for use in water utility operations. Any further reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in the ITB. Because of the cooperative nature of this contract involving several agencies, the City understands that it is necessary to establish a multiple award contract for the products and services pertaining to this ITB; as current operations, inventories, and product standards differ from agency to agency. Therefore, it is the intention of the City to award this contract to at least one (1) but no more than two (2) bidders for each manufacturer's catalogs or published price list listed in the Technical Specifications.

1.2 Point of Contact

All inquiries, questions, and requests for additional information concerning of this ITB shall be sent in writing via mail, e-mail, or facsimile to:

City of Deerfield Beach, Purchasing Division
Attn: David Santucci, Purchasing Manager
401 S.W. 4th St.
Deerfield Beach, FL 33441
Fax: (954) 480-4388
E-mail: dsantucci@deerfield-beach.com

All responses to questions pertaining to the technical specifications or bid requirements shall be issued through an official addendum.

1.3 Contract Term

1.3.1 Initial Term and Renewal Options

The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to extend the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

1.3.2 Contract Extension

In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.4 Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Cooperative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and delivery address are provided below.

City of Boca Raton

Estimated annual expenditure: \$185,000
 Fernando Villalobos
 201 W. Palmetto Park Road
 Boca Raton, FL 33432
 Phone: 561-393-7875
 Fax: 561-393-7983

Delivery Address:

City of Boca Raton
 Mike Arthurs
 Utilities Services
 1401 Glades Rd.
 Boca Raton, FL 33431
 Phone: 561-338-7302
 Fax: 561-338-7345
 marthurs@myboca.us

Broward County WWS/FOD

Estimated annual expenditure: \$150,000
 2555 W. Copans Rd.
 Pompano Beach, FL 33069
 Edward Diaz
 Phone: 954-831-0813
 Fax: 954-831-0849
 eddiaz@broward.org

Delivery Address:

Broward County WWS/FOD
 2555 W. Copans Road
 Pompano Beach, FL 33069
 Edward Diaz
 Phone: 954-831-0813
 Fax: 954-831-0849
 eddiaz@broward.org

City of Coconut Creek

Estimated annual expenditure: \$50,000
 Christina Semeraro
 4800 West Copans Rd.
 Coconut Creek, FL 33063
 Phone: 954-956-1584
 Fax: 954-973-6754
 csemeraro@coconutcreek.net

Delivery Address:

City of Coconut Creek
 4800 West Copans Rd.
 Coconut Creek, FL 33063
 Jessie Scott
 Phone: 954-973-6782
 Fax: 954-571-4146
 jscott@coconutcreek.net

City of Coral Springs

Estimated annual expenditure: \$140,000
 Tony Cosenza
 9551 W. Sample Road
 Coral Springs, FL 33065
 Phone: 954-345-2237
 Fax: 954-345-2238
 tcosenza@Coralsprings.org

Delivery Address:

City of Coral Springs
 Tony Cosenza
 4181 NW 121 Avenue
 Coral Springs, FL 33065
 Phone: 954-345-2237
 Fax: 954-345-2238
 tcosenza@coralsprings.org

Town Of Davie

Estimated annual expenditure: \$25,000
 William Peele
 3500 NW 76th Avenue
 Hollywood, FL 33024
 Phone: 954-327-3743
 Fax: 954-327-3752
 bill_peekle@davie-fl.gov

Delivery Address:

Town of Davie
 3500 NW 76th Avenue
 Hollywood, FL 33024
 Phone: 954-327-3743
 Fax: 954-327-3752
 William Peele
 bill_peekle@davie-fl.gov

City of Deerfield Beach

Estimated annual expenditure: \$190,000
Patrick Autley
Department of Environmental Services/Utilities Maint.
200 Goolsby Blvd
Deerfield Beach, FL
Phone: 954-480-4400
Fax: 954-480-4345
PAutley@Deerfield-Beach.com

City of Hallandale Beach

Estimated annual expenditure: \$30,000
Louis Granda
630 NW 2nd Street
Hallandale Beach, FL 33009
Phone: 954-457-1629
Fax: 954-457-1624
lgranda@cohb.org

Delivery Address:

City of Hallandale Beach
630 NW 2nd Street
Hallandale Beach, FL 33009
Louis Granda
Phone: 954-457-1629
Fax: 954-457-1624
lgranda@hallandalebeachfl.gov

City of Hollywood

Estimated annual expenditure: \$75,000
Ralph Dierks
2600 Hollywood Blvd.
Hollywood, FL
Phone: 954-921-3223
RDierks@HollywoodFL.org

Delivery Address:

Underground Utilities
1600 South Park Road
Hollywood, FL 33021
Herb Norteman
Phone: 954-924-2986
hnorteman@hollywoodfl.org

And:

Wastewater Treatment Plant whse#5
1621 N 14th Avenue,
Hollywood, FL 33019
Tim Whipple
Phone: 954-921-3288
twhipple@hollywoodfl.org

City of Margate

Estimated annual expenditure: \$20,000
Spencer Shambray
5790 Margate Blvd
Margate, FL 33063
Phone: 954-935-5346
Fax: 954-935-5258

Delivery Address:

City of Margate
Harry Whitford
980 NW 66th Avenue
Margate, Florida 33063
Phone: 954-972-0828
Fax: 954-978-7349
hwhiteford@margatefl.com

City of North Miami Beach

Estimated annual expenditure: \$80,000
James Cotton
2101 NE 159th Street
North Miami Beach, FL 33162
Phone: 305-948-2973
Fax: 305-919-1834
jimmycotton@citynmb.com

City of Oakland Park

Estimated annual expenditure: \$50,000
Maggie Turner
3650 NE 12 Avenue
Oakland Park, FL 33334
Phone: 954-630-4256
Fax: 954-630-4265

Delivery Address:

City of Oakland Park
Joe Teolis
Public Works Department
5100 NE 12 Terrace
Oakland Park, FL 33334
Phone: 954-630-4441
joseph@oaklandparkfl.gov

City of Plantation

Estimated annual expenditure: \$50,000
Charles Spencer
400 NW 73rd Avenue
Plantation, FL 33317
Phone: 954-452-2544
Fax: 954-452-2546
ESpencer@plantation.org

Delivery Address:

City of Plantation
Charles Spencer
700 NW 91st Avenue
Plantation, FL 33324
Phone: 954-452-2544
Fax: 954-452-2546
ESpencer@plantation.org

City of Pompano Beach

Estimated annual expenditure: \$134,000
DeJenaba Wedemier
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060
Phone: 954-786-4098
Fax: 954-786-4168
dejenaba.wedemier@copbfl.com

Delivery Address:

City of Pompano Beach
Frankie Chevere
1190 NE 3rd Avenue, Bldg C (REAR)
Pompano Beach, Florida 33060
Phone: 954-786-4110
Fax: 954-786-4019
frankie.chevere@copbfl.com

City Of Sunrise

Estimated annual expenditure: \$100,000
Holly Raphaelson
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
Phone 954-572-2202
Fax: 954-572-2278

Delivery Address:

City of Sunrise
Chris Schiel
14150 NW 8th Street
Sunrise, FL 33325
Phone: 954-888-6090
Fax: 954-846-7404
cschiel@sunrisefl.gov

City Of Tamarac

Estimated annual expenditure: \$60,000
Keith Glatz
7525 NW 88th Avenue
Tamarac, FL
Phone: 954-597-3570
Fax: 954-597-3565
keith.glatz@tamarac.org

Delivery Address:

City of Tamarac Public Services
Utilities Division
10101 State Street
Tamarac, FL 33321
Phone: 954-597-3767
Fax: 954-597-3760
Michael Christopher
michael.christopher@tamarac.org

Village Of Wellington

Estimated annual expenditure \$150,000
Emma Ramirez
12300 W. Forest Hill Blvd
Wellington, FL
Phone: 561-791-4021
Fax: 561-904-5806
eramirez@wellingtonfl.gov

Delivery Address:

Village Of Wellington
Water Treatment Facility
Corey Robonson
1100 Wellington Trace
Wellington, FL
Phone: 561-791-4000

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 Other Governmental Agencies

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the City. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the City. None of the participating governmental agencies shall be deemed or construed to be a party to any contract executed by and between any other governmental agency and the Contractor(s) as a result of this procurement action.

2.2 Independent Contractor

The Bidder represents itself to be an independent firm offering such products or services to the general public and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.3 Sub-Contractors

If the Bidder proposes to use subcontractors in the course of providing these products and/or services to the City, this information shall be a part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

2.4 Addenda, Changes and Interpretations

Any inquiry or request for interpretation received ten (10) or more days prior to the due date for the opening of the Bids will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than seven (7) days prior to the bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space provided on the bid form. All addenda are a part of the contract documents and each Bidder will be bound by such

addenda, whether or not received by Bidder. It is the responsibility of each prospective Bidder to verify that they have received all addenda issued before bids are opened. No verbal interpretations may be relied upon.

2.4.1 Failure to acknowledge receipt of addenda which affect price shall be considered a major irregularity; in which case, the bid will be deemed non-responsive.

2.4.2 Failure to acknowledge receipt of addenda which do not affect price shall be considered a minor irregularity; in which case, the City has the sole discretion to waive.

2.5 Multiple Bids

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved except for sub-Bidders. If there is reason to believe that collusion exists between Bidders, those parties' bids will be rejected and deemed for City purposes to be a conviction of a public entity crime.

2.6 Variances

2.6.1 For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from the ITB General Conditions, Special Conditions, Technical Specifications or Addenda. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the ITB and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

2.6.2 By receiving a bid, the City does not necessarily accept any variances contained in the ITB. All variances submitted are subject to review and approval by the City. If any bid contains material variances that in the City's sole opinion, makes that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City, as conditional.

2.7 Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the contractor of their performance responsibilities.

2.8 Mistakes

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a bid.

2.9 Bidder's Cost

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.10 Bid Acceptance

Any bid may be withdrawn up until the bid opening date and time (due date). Any bid not so withdrawn shall upon opening constitute as an irrevocable offer to the City to provide the products and/or services set forth in the ITB. Bidder warrants by virtue of submitting his Bid that his Bid and the prices quoted in his Bid will be firm for acceptance by the City for a period of ninety (90) days from the date of ITB opening unless otherwise stated in the ITB.

2.11 Rejection of Bids

The City reserves the right to accept or reject any or all bids, parts of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bid process.

2.12 Bidder Qualifications

Bidder shall be in the business of providing water meter fittings and water line accessories and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform if awarded a Contract. Bidders shall satisfy each of the following requirements cited below. Failure to do so will result in the Bid being deemed non-responsive.

2.12.1 Before awarding the Contract, the City reserves the right to require that the Bidder submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Bidder, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.12.2 Bidder shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.12.3 Neither Bidder nor any principal, officer, or stockholder of Bidder(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.12.4 Qualifications Statement

Each Bidder shall complete the Qualifications Statement, and submit the same with their bid. Failure to submit the Qualifications Statement and the documents required there under with the bid may constitute grounds for rejection of the bid.

2.13 Bidder's Experience Record

The City shall have the right to investigate the financial condition and experience record of each prospective Contractor and determine to its satisfaction the competency of each to undertake the project requested by this bid.

2.14 Licenses and Certifications

The Bidder shall be appropriately licensed to perform the work. Bidder shall possess at the time of bid opening all required licenses and certifications. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.

2.15 Insurance

2.15.1 The Bidder's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Bidder shall assume full responsibility and expense to obtain all necessary insurance.

2.15.2 The successful Bidder shall not commence operations pursuant to the terms of this ITB and the attached Contract, until certification or proof of the insurance requirements set forth within the attached Contract have been received and approved.

2.16 Indemnification

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to

defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

2.17 Legal Requirements

Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

2.18 Protest Procedures

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Bidder intends to protest a solicitation or proposed award the following shall apply:

2.18.1 Any Bidder who is aggrieved in connection with the pending award of a contract or any element of the process leading to the award of or contract may protest to the Purchasing Manager. A protest must be filed within five business days after notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the

protest. Filing shall be considered complete when the protest is received by the Purchasing Manager.

2.18.2 Upon receipt of a protest of the pending award of a contract, the Purchasing Manager shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing Manager determines that the protest was not timely filed, the Purchasing Manager shall dismiss the protest. If it is determined that the protest was timely filed, the Purchasing Manager shall notify all Bidders of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Bidder may formally intervene in the proceeding by filing a request to intervene with the Purchasing Manager.

2.18.3 The Purchasing Manager shall require a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash, a cashier's check, or a payment bond and shall be in the amount of 1% of the amount of the pending award, with a minimum deposit of \$250 and a maximum deposit of \$1,000.

2.18.4 The protester and intervener(s) may file written documentation relating to the protest with the Purchasing Manager. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to City Commission action on the protest.

2.18.5 The City Commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the City Commission may deny the protest without further participation by the protester or intervener(s). The Commission, in its sole discretion, may deny the protest, grant the protest and fashion relief or remedial action as it deems appropriate, or reject all bids and begin the ITB process again.

2.19 Cone of Silence

In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Cone of Silence shall apply as follows:

2.19.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for invitations to bid, requests for bids, requests for qualifications, or other competitive solicitation. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for bids and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.19.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.19.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

2.19.4 Any action in violation of this section shall be cause for disqualification of the bid or the bidder. The determination of a violation shall be made by the City Commission.

2.20 Small Disadvantaged Business Entity (SDBE)

In accordance with Section 38-146 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Small Disadvantaged Business Entity preference shall apply as follows:

2.20.1 The city commission does hereby establish a goal of 15 percent participation by SDBEs

for all competitively bid contracts in excess of \$50,000.00. Such participation shall be a goal of the City of Deerfield Beach City Commission and shall be subject to the terms and the conditions set forth herein. The SDBE Participation Affidavit, to be filed with all competitive bids, is attached below.

2.20.2 Unless specifically exempted by resolution of the city commission, or otherwise set forth herein, each contract which is competitively bid or the subject of a request for proposal shall include a requirement that the contractor commit to the expenditure of at least 15 percent of the contract award with one or more SDBEs where the city estimates that the eventual cost will exceed \$50,000.00. This requirement may be completely or partially waived by the city commission or city manager if it is determined that a different percentage commitment should apply based upon the availability and capacity of SDBEs in the applicable industry, service or commodity or where the city commission or city manager determines that the goods or services sought will not require the use of subcontractors. A business enterprise owned by a woman who is a member of a minority group may be counted on a particular contract as an MBE or WBE but not both. This commitment may be met by contractor status as MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor to the extent of the MBE or WBE participation in such joint venture, or by subcontracting a portion of the work to one or more MBEs or WBEs by the purchase of materials or services for the work from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business but no dollar amount of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor, or by any combination of the foregoing. Unless exempted or waived as set forth above, a contractor's bid is non-responsive if it does not identify the SDBE utilization and contain a commitment to at least the SDBE percentage commitment stated in the contract specifications unless SDBE unavailability documentation, a copy of which is attached hereto, is accurately completed and submitted with the bid. The city manager may change the form of the affidavits required.

2.20.3 In all contracts governed by this subdivision SDBE participation (or as required in bid

specifications or requests for proposal) or an effort to secure said participation shall be deemed a part of the award evaluation process. The city commission may, by motion, require the provisions of this subdivision to apply to requests for proposals or other contract awards.

2.21 Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code (Ordinance No. 2009/06). The City Commission will strictly apply the Ethics Code. Section (5) "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. Bidder shall complete the Disclosure Form (attached). Failure to do so may result in the Bidder's bid being deemed non-responsive.

2.22 Public Records / Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, bids, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

2.23 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, 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 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.24 Anti-Collusion

The Bidder certifies that it has not divulged, discussed or compared its bid with other Bidders, except subcontractors if they form part of the response and has not colluded with any other Bidders or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Bidder's list.

Each Bidder shall complete the Non-Collusive Affidavit Form (attached) and shall submit the form with the Bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and shall be cause for rejection of the Bid.

2.25 Conflict of Interest

2.25.1 The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Contract hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.25.2 No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's Bidder's List and prohibition from engaging in any business with the City.

2.26 No Contingent Fee

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

2.27 Special Conditions

Any and all Special Conditions contained in this ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.28 Entire Agreement

This Invitation to Bid, all attachments and exhibits, addenda, and the resulting Contract attached states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby.

2.29 Nonexclusive Contract/Additional Services

Bidder agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products or services at its sole option.

2.30 Assignment

Contractor shall not transfer or assign or subcontract the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

2.31 Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

2.32 Survivorship Rights

This contract shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

2.33 Severability

If any term or provision of this contract is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

2.34 Default and Termination**2.34.1 Termination for Cause**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

2.34.2 Termination for Convenience

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. The City shall compensate the Contractor for all work properly performed prior to the termination.

2.34.3 Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.35 Advertising

In submitting a bid, the Bidder agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

2.36 Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall

take place in the Southern District in and for the State of Florida.

2.37 Safety Requirements

The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the

work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

SECTION 3 - SPECIAL TERMS AND CONDITIONS

3.1 ITB Schedule

The City will use the following tentative schedule in the competitive solicitation process. The City reserves the right to change and/or delay scheduled events.

Event	Date
ITB Available	08/03/12
Last Date for Question	08/20/12
Issue Addenda (if required)	08/22/12
Bid Opening (DUE DATE)	08/29/12 at 11:00 a.m. EST
Commission Meeting	09/18/12
Contract Commencement	10/01/12

3.2 Submission and Receipt of Bids

3.2.1 One (1) clearly marked original, one (1) hardcopy, and one (1) electronic copy of the bid shall be submitted on or before the due date and time, Wednesday, August 29, 2012 at 11:00 a.m. EST, in one single sealed envelope or package. Faxed, e-mailed or verbal bids will not be accepted under any circumstances. The City shall not be responsible for the premature opening of a Bid not properly marked and identified as required herein. The envelope shall be clearly marked on the exterior with the following information:

- 1) Water Meter Fittings and Water Line Accessories
ITB #2011-12/22
- 2) Due Date
- 3) Company/Bidder's Name, Point of Contact, Address, and Phone Number
- 4) City of Deerfield Beach
Purchasing Division
401 S.W. 4th St.
Deerfield Beach, FL 33441

3.2.2 Any erasures or corrections on the bid must be made in ink and initialed by the Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen or ink. Bidders shall use the bid forms provided by the City. Failure to use the forms may cause the bid to be rejected and deemed non-responsive.

3.2.3 Bids must contain a manual signature of the authorized representative of the Bidder. The address, e-mail and telephone number for communications regarding the Bid must be shown.

3.2.3.1 Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

3.2.3.2 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 3.2.4** All bids received from Bidders in response to the Invitation to Bid will become the property of the City of Deerfield Beach and will not be returned to the Bidders. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 3.2.5** Bids will be publicly opened in the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441. The Bidder's name will be read aloud. Bidders and the public are invited to attend. Bids will be tabulated and made available for review by Bidders and the public at such time as the City provides a notice of an intended decision or until 30 days after the bid opening, whichever is earlier.

3.3 Contract Award

- 3.3.1** The City shall determine which Bidders are responsible and responsive, quoting the greatest discounts for the items indicated on the Bid Schedule. It is the intention of the City to award this contract to at least one (1) but no more than two (2) bidders for each manufacturer's catalogs listed in the Technical Specifications. Bidders may bid multiple manufacturers' catalogs and price listed in the technical specifications. The successful bidder shall be responsible for supplying each participating agency with the catalog/price list awarded, in the format requested by the participating agency, within ten (10) days of notice of award.
- 3.3.2.** The City reserves the right to accept or reject any or all bids. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.
- 3.3.3** A recommendation of award will be made to the City Commission. The City Commission has the ultimate authority to approve and/or reject any and all bids. Upon approval by the City Commission, the City Manager is authorized to execute a Contract on behalf of the City.

3.4 Warranty

3.4.1 Warranty of Title

The successful Bidder warrants that all goods and materials furnished under the Contract will be new unless otherwise specified and that successful Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

3.4.2 Warranty of Specifications

The successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

3.4.3 Warranty of Merchantability

The Successful Bidder warrants that the goods to be supplied pursuant to the contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

3.4.4 Warranty of Material and Workmanship

The successful Bidder warrants all materials, products and workmanship for at least as long as the manufacturer's warranty or a minimum of one (1) years from date of acceptance by the City, whichever is greater. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Bidder and product manufacturers, any of the materials or products are found to be defective or not in accordance with the specifications, the successful Bidder shall promptly replace the defective materials or products in its entirety at no additional charge to the City.

3.4.5 Warranty of Intellectual Property

The Successful Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work of the contract.

3.4.6 All warranties made by the Successful Bidder together with service warranties and guarantees shall become the City's and the successors and assigns of the City.

3.5 Delivery

3.5.1 All items shall be delivery FOB destination to a specified City address. Inside delivery shall be provided when requested at the time of order at no additional charge to the City. All delivery costs and charges must be included in the percentage discount quoted. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made within time specified herein.

3.5.2 Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery.

3.5.3 Various co-op agencies may pick-up catalog items from the successful vendor's place of business. Catalog items which are picked up shall be priced in accordance with the percentage discount quoted in this bid

3.5.4 Special order items should be delivered within twenty-one (21) calendar days after receipt of order.

3.6 Inventory

3.6.1 The Contractor shall have access to adequate inventory to attain 100% fill rate on high use items, and 95% fill rate on catalog/price list items. A 100% fill rate shall mean that 100% of the high use items will be delivered within ten (10) calendar days after receipt of order. A 95% fill rate shall mean that 95% of items ordered through the catalog/price list are delivered within ten (10) calendar days after receipt of order. The City reserves the right to require proof of access to inventory.

3.6.2 The Contractor shall notify the ordering department of each respective agency when they are out of stock on any high use items, or other supply chain issues effected delivery. The City reserves the right to procure out of stock items from other sources in these circumstances.

3.7 Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

3.8 Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item from the contract if it is determined to be in the best interest of the City at its sole discretion.

3.9 Price

Proposer shall quote a firm, fixed discount for the items listed in the technical specifications and on the bid schedule. Prices shall include all costs associated with the project including labor, equipment, supplies, management, travel, delivery, fuel, etc. Percentage Discounts for all products and services purchased under this contract shall remain firm for the initial contract term.

3.10 Cost Adjustments

3.10.1 If during the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services.

3.10.2 List price discounts for optional renewal terms and any extension terms shall be subject to an adjustment only if very unusual and significant changes have occurred in the industry or to the pricing structures between manufacturers and distributors. In such a case the contractor shall provide sufficient documentation to the City to justify the adjustment.

3.10.3 The City has the right to refuse the requested adjustment if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjustment and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

3.11 Reporting Requirements

The Contractor(s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated herein.

3.12 Catalogs and Price Lists

The Contractor shall provide the most recent and updated manufacturer's catalog or published price list available. Catalogs/Price Lists shall be provided in both hardcopy and/or electronic (compact disc or website) format at the preference of the participating agency. Pricing shall be based on Contractor's percentage discount contained in their bid submittal and shall affect the list prices of the most recent and updated manufacturer's catalog or published price list.

3.13 Value-Added Items

Products and services listed in a manufacturer's catalogs or published price lists that do not pertain to this ITB or that are not listed in the Bid Schedule, but are included in the same catalog or price list containing the products and services pertaining to this ITB may be offered at a percentage discount off list pricing. These items shall be referred to as Value-Added Items. Bidder's interested in offering Value-Added Items shall do so in a format consistent with the bid schedule, providing a percentage discount for a group of items when permissible. Offerings from catalogs that do not pertain to the products and services relevant to this ITB shall not be accepted. Additional sheets may be attached to the Bid Schedule for Value-Added Items.

3.14 Invoices and Payment

Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies.

The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

3.15 Required Documents

The following documents shall be submitted in the order listed below as a condition of this ITB at the time of submittal with the Bidder's response:

- 1) Bid Package (Section 5)
 - a) Bid Requirements Checklist
 - b) Bidder's Certification
 - c) Bid Schedule
 - d) Qualification Statement
 - e) Schedule A – Disclosure Form
 - f) Indemnification Clause
 - g) Non-Collusive Affidavit
 - h) Drug Free Workplace
 - i) References
 - j) Variances to the ITB (if applicable)
- 2) Copy of a Certificate of Insurance
- 3) Required Licenses and Certifications (if applicable)

3.16 Insurance Requirements**3.16.1 Coverage**

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

a. Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services

Office and must include:

- Premises and/or operations
- Independent contractors
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

b. Business Automobile Liability

Business Automobile Liability shall be provided 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 Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

c. Workers Compensation Insurance

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

3.16.2 General

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- a. Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- b. Contractor shall furnish to City's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

- c.** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d.** City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City as an additional insured.

SECTION 4 – TECHNICAL SPECIFICATIONS

4.1 Product Groups

Water meter fittings and water line accessories required by the City and the subject of this ITB include, but are not limited to the following:

Group	Product Category	Group	Product Category
1	Adapters	16	Plugs
2	Meter Boxes	17	Poly-Adapters
3	Clamps	18	Reducer Bushing
4	Connectors	19	Resetters
5	Corporation Stops	20	Service Saddles
6	Couplings	21	Tees
7	Curb Stops	22	Tubing
8	Elbows	23	U Branches
9	Flanges	24	Valves
10	Hose bibs	25	Washers
11	Idler Pipes	26	Yokes
12	Insert Stiffeners	27	Megalugs
13	Meter Stops	28	Grip Rings
14	Nipples	29	Ductile Pipe
15	Pieces, Branch		

4.2 Catalogs and Price List

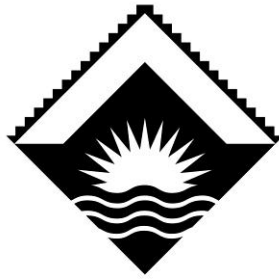
Bids shall be accepted from vendors who can supply and deliver, in accordance with the terms, conditions, and specifications contained herein, one or more of the following manufacturers' catalogs / price lists. Bidders may submit substitutes; however, the City shall have full discretion and authority in the decision to accept or reject any substitutes, and determining any substitute's conformity to the specifications.

- American Flow
- American Valve
- A.Y. McDonald Mfg. Co.
- Buy Wholesale Company
- BMI
- Brooks
- Cambridge Brass
- Carson Brooks Industries, Inc.
- CDR Systems, Inc.
- Charter Plastics
- Clow
- DFW Plastics, Inc.
- Dresser Piping Specialties
- EBBA Iron Sales, Inc.
- Endot Industries, Inc.
- Fernco
- The Ford Meter Box Company, Inc.
- Hammond Valve
- JCM Industries, Inc.
- Lee Brass
- Matco-Norca
- McWane, Inc.
- Merit Brass
- Mueller Co.
- NIBCO, Inc.
- Pentek
- PVC
- Romac Industries, Inc.
- Smith-Blair, Inc.
- Spears Manufacturing Co.
- Star Pipe Products
- Total Piping Solutions, Inc.
- Trumbull Industries, Inc.
- Tyler Union
- Union Foundry
- US Pipe

4.3 Regulations and Standards

Products shall conform to all applicable federal, state, and local potable water distribution system regulations and nationally recognized standards including but not limited to:

- Environmental Protection Agency (EPA)
- American Water Works Association (AWWA)
- National Sanitation Foundation (NSF)
- American National Standards Institute (ANSI)
- ASTM International (ASTM)



City of
D E E R F I E L D

B E A C H

Section 5
Bid Package

Water Meter Fitting and Water Line Accessories
ITB #2011-12/22

Submitted By:

Company Name: _____

Street Address: _____

City/State/Zip: _____

Point of Contact: _____

Phone No.: _____ Fax: _____ E-Mail: _____

Bid Requirements Checklist

This form is for the benefit of the Bidder. All items listed below are required, shall be included in your Bid Package, and properly executed. The City will also use this form to aid in the evaluation of each Bidder's response as responsive.

Bidder's Name:		
Requirement	Bidder's Use	City's Use
Bid Requirements Checklist		
Bid Certification		
Bid Schedule		
Qualification Statement		
Schedule "A" Disclosure Form		
Indemnification Clause Form		
Non-Collusive Affidavit		
Drug-Free Workplace		
References		
Variances to the ITB		
Certificate of Insurance		
Required Licenses and Certifications (if applicable)		
Addenda (if applicable)		

**Bid Certification
(Page 1 of 3)**

I have received, read and agree to the all terms and conditions as set forth in ITB #2011-12/22, Water Meter Fittings and Water Line Accessories. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Bid Package, together with the ITB, the purchase order, and all other documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, shall become a binding agreement between the parties for the products and/or services to be provided in accordance with the terms and conditions set forth herein.

Addendum Acknowledgment (if applicable):

Bidder acknowledges that the following addenda have been received and are included in his/her Bid Package:

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

Statement of No Bid (if applicable):

The above named company does not intend to submit a bid for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

Communications regarding this bid shall be addressed to:

Company Name: _____

Social Security No./ Federal Tax Id: _____

Bidder's Name (Print): _____ Title: _____

Signature: _____

Address: _____

City _____ State _____ Zip Code _____

Telephone: (_____) _____ Fax: (_____) _____

E-mail: _____

**Bid Certification
Page (2 of 3)**

Certification of Bidder, If an Individual

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Certification of Bidder, If a Partnership

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, partner on behalf _____ (name of partnership), a partnership. He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

**Bid Certification
Page (3 of 3)**

Certification of Bidder, If a Corporation

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, as _____ (title) of _____ (Name of corporation). He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Bid Schedule
(Page 1 of 4)

The undersigned hereinafter called the Bidder, hereby agrees to supply the products and/or services at the percentage discounts bid in accordance with the terms, conditions and specifications contained in this ITB.

Notes: Bidders may provide separate discounts for products groups considered leaded brass and non-leaded brass. In instances where this differentiation does not apply the Bidder shall use the first column only

Bidders submitting percentage discounts for more than one Catalog/Price List shall use one duplicate copy of this Bid Schedule, pages one (1) through four (4), for each additional Catalog/Price List.

Product Groups that do not apply to a Catalog/Price List shall not be left blank. Instead, place a N/A in the first column of the appropriate Product Group row.

Catalog / Price List Name: _____

Catalog / Price List Number: _____

Column Pricing Quoted: _____

Effective Catalog / Price List Date: _____

Frequency of Updates: _____

Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters		
Adapters, Stainless		
Adapters, Meter		
Group #2 - Meter Boxes		
Group #3 - Clamps		
Clamps, Pipe, Stainless Steel		
Clamps, Repair, Stainless Steel with Stainless steel bolts		
Clamps, Repair, Stainless Steel with cast lugs		
Group #4 - Connectors, Hose		
Group #5 - Corporation Stops		

**Bid Schedule
(Page 2 of 4)**

Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings		
Couplings, Brass		
Couplings, Compression		
Couplings, Meter		
Couplings, Pack Joint		
Couplings, Quick Connect		
Couplings, Straight		
Group #7 - Curb Stops		
Group #8 - Elbows		
Group #9 - Flanges		
Flanges, Bronze, Meter		
Flanges, Oval Brass		
Group #10 - Hose Bibs		
Group #11 - Idler Pipes		
Group #12 - Insert Stiffeners		
Group #13 - Meter Stops		
Group #14 - Nipples, Brass		
Group #15 - Pieces, Branch		
Group #16 - Plugs, Standard Brass		
Group #17 - Poly-Adapters x Compression Brass		
Group #18 - Reducer Bushings		
Group #19 - Meter Resetters		
Group #20 - Service Saddles		
Group #21 - Tees		

**Bid Schedule
(Page 3 of 4)**

Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Copper		
Tubing, Poly		
Group #23 - U-Branches		
Group #24 - Valves		
Valve Assemblies, Key Branch		
Valves, Angle Meter		
Valves, Ball Meter		
Valves, Check		
Valves, Gate		
Group #25 - Washers		
Washers, Rubber		
Washers, Fiber		
Group #26 - Yokes		
Group #27 - Megalugs		
Group #28 - Grip Rings 4"-12"		
Group #29 - Ductile Pipe 4" - 64"		

**Bid Schedule
(Page 4 of 4)**

Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%

Company Name: _____

Bidder's Name: _____

Bidder's Title: _____

Bidder's Signature: _____

Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Deerfield Beach
 Address: Purchasing Division
 401 SW 4th Street
 Deerfield Beach, Florida 33441

Circle One:

Corporation
 Partnership
 Individual
 Other

Submitted By: _____

Name: _____

Address: _____

City, St., Zip _____

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: _____

The address of the principal place of business: _____

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:
 - a. Date of organization: _____
 - b. Name, address and ownership units of all partners: _____

 - c. State whether general or limited partnership: _____
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name? _____
 - a. Under what other former names has your organization operated?

 - b. How many years has your company been in business providing the products relevant to this ITB? _____
 - c. How many government agencies has your company provided these products to and which ones?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this ITB. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?

9. Will you be using any subcontractors? yes or no _____

- a. If so, state the name, address, phone number, and tasks to be performed for each?

10. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.with your business.

Yes ____ No ____ Name (s) and Position (s) _____

11. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).

12. State the name of the individual who will have personal supervision of the work and/or be the dedicated representative and point of contact to the City :

13. Briefly describe your firm's financial status, provide proof of adequate lines of credit or other financial assets to access funds for construction of multiple projects during the same time, and provide evidence of your company's financial stability.

14. Provide the ordering methods acceptable to your firm (Phone, Fax, Online, etc).

15. Provide the location of production facilities and manufacturing plants.

15. Provide the location of distribution centers and warehouse that will supply the City.

The Bidder acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City in awarding the Contract and such information is warranted by the Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the Contract shall cause the City to reject the bid, and if after the award to cancel and terminate the award and/or Contract.

Bidder's Signature

Date

Schedule "A"

**City of Deerfield Beach Disclosure Form
Applicant Seeking a City Contract**

Name of Person Filing this Form: _____

Principal for whom the signatory is acting: _____

Name of Company Filing this Form: _____

Matter before the City Commission for which this is being filed: **Water Meter Fittings and Water Line Accessories, ITB #2011-12/22.**

Relationship of signatory to principal: _____

Pursuant to Section 5 of Ordinance No. 2009/006, City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

(If not applicable, please indicate below. Do not leave blank)

(a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

(b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable:

(c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

Witnesses:

Bidder:

Witness

Print Name

Witness

Signature

Indemnification Clause

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract.

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

Bidder's Name

Signature

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Non-Collusive Affidavit

_____ (Bidder's Name) being first duly sworn, deposes and says that:

1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Bidder, firm or person to fix the price or prices in the attached proposal or of any other Bidder, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached Bid Schedule are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Bidder's Name

Signature

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
 NOTARY PUBLIC, STATE OF FLORIDA
 (Signature of Notary Taking Acknowledgment)

 (Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Drug-Free Workplace Form

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Name

Signature

Date

References

The following is a list of at least four (4) references that Bidder has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

2. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

3. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

4. Name of Firm or Agency: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Telephone: _____ Fax: _____ Email _____
 Scope of Work: _____

Note: Additional references may be attached and provided.

Variances to the ITB

State any variations to specifications, terms and conditions in the space provided below. No variations or exceptions by the Bidder will be deemed to be part of the proposal submitted unless such variation or exception is listed in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this ITB.

Variances: _____

Company Name: _____

Bidder's Name (Print): _____

Signature: _____

Date: _____



City of
D E E R F I E L D
B E A C H

ADDENDUM #1

ITB # 2011-12/22
Water Meter Fittings and Water Line Accessories

August 10, 2012

Our records indicate your firm is a plan holder of above referenced ITB. The following information is being transmitted to provide clarification on the terms and conditions.

The initial term of the contract shall be for three (3) years. During the initial term percentage discounts shall remain firm. Percentage discounts during the term of the contract shall be based upon the list prices contained in the most recent and updated manufacturer's catalog or published price list. The Contractor shall be responsible for ensuring all participating agencies have the most recent and updated manufacturer's catalog or published price list.

Reference Sections 1.3, 3.9, 3.10, 3.12 of ITB #2011-12/22

A signed copy of this addendum shall be included in your proposal, due Wednesday, August 29, 2012.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

Proposer's Name

Date

Company Name



City of
D E E R F I E L D
B E A C H

ADDENDUM #2

ITB # 2011-12/22
Water Meter Fittings and Water Line Accessories

August 21, 2012

Our records indicate your firm is a plan holder of above referenced ITB. The following information is being transmitted to answer a vendor question.

Q1 The bid format is based on a manufacturer's LIST price with discount. The price is subject to change based on the assumption the manufacturer changes the LIST price from time to time. Some manufacturers do change their LIST prices & keep the discount structure constant. However, some manufacturers do NOT change their LIST price, and vary their discount structure. Consequently, it makes it difficult to provide a bid for those manufacturers who do NOT change their LIST price. For instance, MJ Fitting manufacturers rarely change their LIST price, but do change their discount multipliers semi-annually or annually.

A1 Bid Schedules that do not conform to the ITB requirements shall be considered a variance. Please refer to page 8, Section 2.6 – Variances, and page BP-21, Variances.

A signed copy of this addendum shall be included in your proposal, due Wednesday, August 29, 2012.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

Proposer's Name

Date

Company Name



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

Renewal Terms of the Contract: 3 Renewal Options for 1 Year
(No. of Renewals) (Period of Time)

Renewal No. 1 Start Date: March 6, 2022 End Date: March 5, 2023

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1

VENDOR AWARD

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 407-383-7008 Fax: _____

Cell/Pager: _____ Email Address: susan.reed@coreandmain.com

Website: _____ FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford, FL 32773

Contact: John Kuehne / James Mathis

Phone: 407-295-2400 Fax: _____

Cell/Pager: _____ Email Address: jkuehne@empirepipe.com

Website: _____ FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks

Vendor Address: 1950 NW 18th Street, Pompano Beach, FL 33069

Contact: Drew Petonick

Phone: 954-973-8100 Fax: 954-971-3134

Cell/Pager: 561-718-1037 Email Address: drew.petonick@ferguson.com

Website: _____ FEIN: 54-0819190

VENDOR AWARD

Vendor Name: Fortiline, Inc.

Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147

Contact: Sheri Smith

Phone: 704-788-9859 Fax: 704-788-9894

Cell/Pager: _____ Email Address: sheri.smith@fortiline.com

Website: _____ FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply

Vendor Address: 3575 NW 36th Street, Miami, FL 33142

Contact: Josh Aberman

Phone: 305-576-3054 Fax: _____

Cell/Pager: _____ Email Address: josh@lehmanpipe.com

Website: _____ FEIN: 59-0576183

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: March 6, 2019 Resolution/Agenda Item No.: 2019/024

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3**LEAD AGENCY**

Agency Name: City of Deerfield Beach

Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441

Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com

Telephone: 954-480-4418 Fax: _____

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and CORE AND MAIN LP. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

na

DocuSigned by:
By: David Santucci
650958850B45419
DAVID SANTUCCI, CITY MANAGER

na

Date: 3/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
7BAC670382D4C9
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
6CAA0437D59A4CA
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Core & Main LP

(Name of Corporation)

na

(Witness)

DocuSigned by:
By Susan Reed

(Signature)

na

(Corporate Seal, if applicable)

Susan Reed, Municipal Sales Coordinator

(Type Name/Title Signed Above)

Date: 3/1/2022

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract ("Amendment"), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

CORE & MAIN, LP
4310 NW 10th Avenue
Oakland Park, FL 33309
(hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the "ITB"); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the "Product"), in accordance with the terms and conditions of the ITB (the "Contract"); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT "A", with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT "A."

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT "A" and the price adjustments set forth therein the Contract. The price adjustments set forth in

ATTACHMENT "A" shall supersede the current contract percentage discounts as set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal, if applicable)

Core & Main LP

(Name of Corporation)

DocuSigned by:
By *Susan Reed*

D1E7235F9528401 (Signature)

Susan Reed

Susan Reed, Municipal Sales

(Type Name/Title Signed Above)

Date: 3/1/2022

CITY OF DEERFIELD BEACH

Witnesses:

DocuSigned by:
By *David Santucci*

6E00D88DCB45410
DAVID SANTUCCI, CITY MANAGER

Date: 3/3/2022

ATTEST:

DocuSigned by:
Samantha Gillyard

23C6C6AC382D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka

5C447093059AFC4...
ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Core & Main LP - Price Adjustments (3/6/2022)		
Product Groups	Current Percentage Discounts / List Plus Percentage	Price Adjustments Market List Plus Percentage
Group #1 – Adapters	Mueller - 41%	Mueller - Market List plus 11%
Group #2 - Meter Boxes	Carson - 37% CDR - 52% Ford - 48% Highline - 54% Mueller - 16%	Carson - Market List plus 11 % CDR - Market List plus 11% Ford - Market List plus 11% Highline - Market List plus 11% Mueller - Market List plus 11%
Group #3 – Clamps	Ford - 44% Hymax - 46% Mueller - 41% Romac - 64% Smith-Blair - 71% Total Piping - 57%	Ford - Market List plus 11% Hymax - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Smith-Blair -Market List plus 11% Total Piping - Market List plus 11%
Group #4 - Connectors, Hose	Ford - 48%	Ford - Market List plus 11%
Group #5 - Corporation Stops	No Award	No Award

Group #6 - Couplings	BMI - 74% Dresser - 26% JCM - 63% Lee Brass - 85% Smith-Blair - 72% Total Piping - 57%	BMI - Market List plus 11% Dresser - Market List plus 11% JCM - Market List plus 11% Lee Brass - Market List plus 11% Total Piping - Market List plus 11% Smith Blair - Market List plus 11%
Group #7 - Curb Stops	No Award	No Award
Group #8 - Elbows	BMI - 74% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Mueller Market List plus 11% Spears - Market List plus 11%
Group #9 - Flanges	Buy Wholesale - List plus 11% Ford - 48% Lee Brass - 59% Matco-Norca - 73% Mueller - 41%	Buy Wholesale - Market List plus 11% Ford - Market List plus 11% Lee Brass - Market List plus 11% Matco-Norca - Market list plus 11% Mueller - Market List plus 11%
Group #10 - Hose Bibs	American Valve - 54% Matco-Norca - 59% Mueller - 41%	American Valve - Market List plus 11% Matco-Norca - Market List plus 11% Mueller - Market List plus 11%
Group #11 - Idler Pipes	Ford - 48%	Ford - Market List plus 11%
Group #12 - Insert Stiffeners	Buy Wholesale - List plus 11%	Buy Wholesale - Market List plus 11%
Group #13 - Meter Stops	No Award	No Award
Group #14 - Nipples, Brass	No Award	No Award
Group #15 - Pieces, Branch	No Award	No Award
Group #16 - Plugs, Standard Brass	BMI - 74% Muller - 41%	BMI - Market List plus 11% Mueller - Market List plus 11%

Group #17 - Poly-Adapters x Compression Brass	No Award	No Award
Group #18 - Reducer Bushings	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11%, Spears - Market List plus 11%
Group #19 - Meter Resetters	No Award	No Award
Group #20 - Service Saddles	Ford - 48% Mueller - 41% Romac - 64% Total Piping - 57%	Ford - Market List plus 11% Mueller Market List plus 11% Romac - Market List plus 11% Total Piping - Market List plus 11%
Group #21 - Tees	BMI - 74% Lee Brass - 85% Mueller - 41% Spear - 50%	BMI - Market List plus 11% Lee Brass - Market List plus 11% Mueller - Market list plus 11% Spears - Market List plus 11%
Group #22 - Tubing	Charter Plastic - 15% Copper - List plus 12% Endot Industries - List plus 11%	Charter Plastic - Market List plus 15% Copper - Market List plus 12% Endot Industries - Market List plus 11%
Group #23 - U-Branches	No Award	No Award
Group #24 - Valves	American Valve - 54% Clow - 71% Matco-Norca - 70% Multi Fittings - 65% Spears - 37%	American Valve - Market List plus 11% Clow - Market List plus 11% Matco Norca - Market List plus 11% Multi Fitting Market List plus 11% Spears - Market List plus 11%
Group #25 - Washers	Buy Wholesale - List plus 20%	Buy Wholesale - Market List plus 20%

Group #26 - Yokes	Ford - 48% Mueller - 41%	Ford - Market List plus 11% Mueller - Market List plus 11%
Group #27 - Megalugs	Romac - 53% Star - 65%	Romac - Market List plus 11% Star - Market list plus 11%
Group #28 - Grip Rings 4"-12"	Smith-Blair - 50%	Smith Blair - Market List plus 11%
Group #29 - Ductile	Star - 65% US Pipe - 46%	Star - Market list plus 11% US Pipe - Market List plus 11%
Group #30 Backflow Preventers and Pressure Valves	Apollo - 85% Watts - 46%	Apollo - Market List plus 11% Watts - Market List plus 11%
Group #31 Lead Free Brass Caps	Lee Brass-Domestic - 85%	Lee Brass Domestic - Cost plus 11%
Value Added Items		
Apollo	Large PF - 77% Parts & kts - 46% Air Gap Drain Kit - 77%	Apollo - Market List plus 11% Parts & Kits - Market List plus 11% Air Gap - Market List plus 11%
Charlotte Pipe	PVC Pipe - List plus 11%	PVC Pipe - Market List plus 11%
Clow	R/W 14-24 OS&Y - 42% Fire Hydrants Medallion - 64% Eddy - 64% Extentions Kits - 49% Repair Kits - 29% Repair Parts (valves &all others) - 29%	R/W 14-24 OS&Y - Market List plus 11%% Fire Hydrants Medallion - Market List Plus 11% Eddy - Market List plus 11% Extentions Kits - Market List plus 11% Repair Kits - Market List plus 11% Repair Kits (valves & all others) - Market List plus 11%

Ford	Uniflange - 48%	Uniflange - Market List plus 11%
Multi Fittings	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - 80% SDR 26 HW Gasket 4"-8", 10"-12" - 80% IPS 21 - 68% Pressure 4"-8", 10", 12", 14" and up - 67% Non-pressure 4"-8" AKA 4"-8" CIOD - 74%	SDR 35 SW 4"-8", 10", 12" Gasket 10", 12" - Market List plus 11% SDR 26 HW Gasket 4"-8", 10"-12" - Markt List plus 11% IPS 21 - Market List plus 11% Pressure 4"-8", 10", 12" 14" and up - Market List plus 11% Non-pressure 4"-8" AKA 4"-8" CIOD - Market List plus 11%
Smith-Blair	Redi Clamps - 67% 300 Series Bronze Saddles - 71% 320 Series Service Saddles - 54% 421 Top Bolt Couplings 53%	Redi Clamps - Market List plus 11% 300 Series Bronze Saddles - Market List plus 11% 320 Series Service Saddles - Market List plus 11% 421 Top Bolt Couplings - Market List plus 11%
Spear	Sch 80 fittings thru 8" - 75%	Sch 80 fittings thru 8" - Market List plus 11%
Total Piping	Triple Tap MJ Tapping Sleeve 4"-30" - 57% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - 57%	Triple Tap MJ Tapping Sleeve 4"-30" - Market List plus 11% Triple Tap Line Stop Fitting Threaded & Push plug 4" - 24" - Market List plus 11%
Wagner	Brass tags - 43%	Brass tags - Market List plus 11%

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and EMPIRE PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

na

DocuSigned by:
By: David Santucci
A6700D88D00E45F79
DAVID SANTUCCI, CITY MANAGER

na

Date: 3/4/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
28C6C6AC392D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
9CAAC437D59A4C4
ANTHONY SOROKA, CITY ATTORNEY

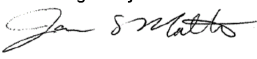
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Empire Pipe & Supply Company Inc
(Name of Corporation)

na
(Witness)

DocuSigned by:
By 
(Signature) 89681D16987844F...

na
(Corporate Seal, if applicable)

James Mathis
(Type Name/Title Signed Above)

Date: 2/16/2022

AMENDMENT TO CONTRACT NO. 1

This Amendment to Contract ("Amendment"), made and entered into the 6th day of March 2022 by and between:

CITY OF DEERFIELD BEACH, FLORIDA
A municipal Corporation
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(hereinafter referred to as "CITY")

AND

EMPIRE PIPE AND SUPPLY
40 Keys Court
Sanford, FL 32773
(hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY issued ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories (the "ITB"); and

WHEREAS, on March 5, 2019, the CITY entered into a Contract with CONTRACTOR, to provide Water Meter Fittings and Water Line Accessories (the "Product"), in accordance with the terms and conditions of the ITB (the "Contract"); and

WHEREAS, the Contract is a Co-operative Contract with the CITY as the lead agency and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY received a price adjustment request from the CONTRACTOR; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 8. Price Adjustments of the ITB, the CONTRACTOR may request price adjustments for approval from the CITY. The price adjustment will change from a percentage discount to a list plus percentage for the Product; and

WHEREAS, in the best interests of the CITY and Co-operative agencies, the CITY accepted the price adjustments with CONTRACTOR for the Product, which is attached herein as ATTACHMENT "A", with the initial Contract terms, conditions, and specifications remaining the same; and

WHEREAS, the CITY and majority of the participating Co-operative agencies agreed to continue to participate on the Contract with the price adjustment; and

WHEREAS, the price increase shall take effect as of March 6, 2022 as outlined on ATTACHMENT "A."

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Contract is amended to include and incorporate ATTACHMENT "A" and the price adjustments set forth therein the Contract. The price adjustments set forth in

ATTACHMENT "A" shall supersede the current contract percentage discounts as set forth in CONTRACTOR's original bid response on February 4, 2019.

Section 3. All other conditions and terms of the original Contract, not specifically amended herein, remain in full force and effect.

Section 4. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 5. Neither CITY nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in this Amendment.

Section 6. This Amendment shall be effective as of March 6, 2022.

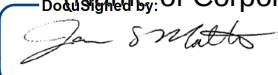
CONTRACTOR

ATTEST:

na
(Secretary)

na
(Corporate Seal, if applicable)

Empire Pipe & Supply Company Inc

(Name of Corporation)
DocuSigned by:
By: 
89681D16987844E
(Signature)

James Mathis Vice President

(Type Name/Title Signed Above)

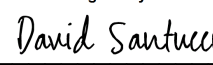
Date: 3/4/2022

CITY OF DEERFIELD BEACH

Witnesses:

na

na

DocuSigned by:
By: 
6F00D88DCB45419
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022

ATTEST:

DocuSigned by:

23C8C8AC382D4C4
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

5CAA0437D59A4C4
ANTHONY C. SOROKA, CITY ATTORNEY

ATTACHMENT "A"
(PRICE ADJUSTMENTS)

Water Meter Fittings and Water Line Accessories ITB #2018-19/12 Empire Pipe and Supply - Price Adjustments (3/6/2022)		
Product Groups	Current Percentage Discounts	Price Adjustments Percentage Discounts
Group #2 - Meter Boxes	DFW Series A - 62% DFW Series C - 70.5% DFW Series J - 56.5%	DFW Series A - 59% DFW Series C - 21% DFW Series J - (Deleted from Contract)
Value Added Items		
Romac	Romagrips - 44.5%	Romagrips - (Deleted from Contract)

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON WATERWORKS. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

DocuSigned by:
By: David Santucci
6E70D8DCB45419...
DAVID SANTUCCI, CITY MANAGER

Date: 3/4/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
23C6CBAC382DACA...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
56AA8487B59A424...
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Ferguson Enterprises LLC
(Name of Corporation)

na
(Witness)

DocuSigned by:
By Matt Gracie
(Signature)

na
(Corporate Seal, if applicable)

Matt Gracie/ Sales
(Type Name/Title Signed Above)

Date: 2/1/2022

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FORTILINE INC. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

na

DocuSigned by:
By: David Santucci
6100D88DCEB45419
DAVID SANTUCCI, CITY MANAGER

na

Date: 3/4/2022

ATTEST:

DocuSigned by:
Samantha Gillyard
2806C6A03820424
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CA90437D69A464
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

Fortiline, Inc.

(Name of Corporation)

na

(Witness)

DocuSigned by:
By John Tomasso, VP

(Signature)

na

(Corporate Seal, if applicable)

John Tomasso, VP

(Type Name/Title Signed Above)

Date: 2/14/2022

CONTRACT RENEWAL

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and LEHMAN PIPE AND SUPPLY. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2018-19/12; and

WHEREAS, the initial CONTRACT term is three (3) years, beginning March 6, 2019 and expiring March 5, 2022; and

WHEREAS, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to extend the contract for the first (1st) of the three (3) renewal periods; and

WHEREAS, renewal of the CONTRACT is in the best interest of the City;

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. The contract renewal term shall begin on March 6, 2022 and will expire on March 5, 2023. (Two (2) one (1) year renewal options remain) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. All terms, conditions, and specifications of the original CONTRACT shall remain the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

na

DocuSigned by:
By: David Santucci
6E00D88DCB45419...
DAVID SANTUCCI, CITY MANAGER

na

Date: 3/4/22

ATTEST:

DocuSigned by:
Samantha Gillyard
23C6C6AC382D4C4...
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
Anthony Soroka
5CAA0437D59A4C4...
ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

LEHMAN PIPE AND PLUMBING SUPPLY

(Name of Corporation)

na
(Witness)

DocuSigned by:
By Josh Aberman
(Signature) 66F4A84E78A4441...

na
(Corporate Seal, if applicable)

Josh Aberman EVP
(Type Name/Title Signed Above)

Date: 3/3/2022



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #6: Approve consulting services for Reconstruction of Surficial Aquifer Well No. 14 (TO No. 316) & emergency backup generator for Well No. 13 & No. 14 (TO# 323) – Work Authorization No. HE-U13 – Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Holtz Consulting Engineers, Inc

SUMMARY: As part of the project, engineering and hydrogeological services will provide to design, permit, bid, construct, and test one existing surficial aquifer, Well No. As well as designing one (1) emergency standby generator with the necessary power, controls, and facilities to provide power to Well 14 and existing Well 13. Each well site shall connect to the proposed generator by conduit/cable.

Staff request the Village Council approve Work Authorization HE-U13, which supports all required professional engineering services and related tasks related to the reconstruction of Well No. 14 by Holtz Consulting Engineers, Inc., the Village's contracted engineering firm. To complete this project, we propose to provide the following professional engineering services and associated costs:

<u>Work to be Completed</u>	<u>Amount</u>
Subsurface Utility Locating	\$3,230.00
Topographic Survey	\$11,110.00
Well No. 14 Reconstruction Design Services	\$52,025.00
Permitting Services	\$7,300.00
Bidding Services	\$5,335.00
Services During Construction	\$73,715.00
Expenses/Reimbursable	\$1,000.00
Total	\$153,715.00

Within the FY 2023 Budget - Water and Sewer Enterprise Fund, the Village Council has approved \$300,000 for the reconstruction of surficial aquifer Well No. 14 TO No. 316 and the installation of emergency backup generators for Wells 13 and 14 TO No. 323. During the term of this contract, the Village will only spend as much as is approved in the budget, as adopted/amended annually. The Staff recommends approval of the proposed Work Authorization HE-U13 with Holtz Consulting Engineers, Inc. for \$153,715 for professional engineering services related to the reconstruction of Surficial Aquifer Well No. 14 TO No. 316 and emergency backup generators for Wells 13 and 14 TO No. 323. Holtz Consulting Engineers, Inc. pricing outlined within the previously approved Continuing Contract with

Holtz Consulting Engineers, Inc. would be accepted if approved by the Village.

In accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes, the Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ No.2018R-002).

If approved, the proposed reconstruction of the surficial aquifer of Well No. 14 TO No. 316 and the installation of an emergency backup generator for Wells 13 and 14. From the date the Village issues Holtz Consulting Engineers, Inc a work authorization, the project will take approximately 724 days to complete.

Holtz Consulting Engineers, Inc. prepared the proposed work authorization and reviewed it with the Assistant Utilities Director, Utilities Director, Village Attorney, and Finance Director.

In the past, the Village has received excellent service and quality products from the proposed vendor.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. 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. Purposed Work Authorization No. HE-U13 – Reconstruction of surficial aquifer Well No. 14 (TO# 316) & Backup generator for Wells 13 & 14
2. Executed Professional Consulting Services Agreement - Holtz Consulting



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 2/1/2023

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. HE-U13 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 316 & No. 323 G/L CODE: 41336-56300

HOLTZ CONSULTING ENGINEERS, INC. PROJECT NO.: WA No. 13

PROJECT TITLE: Reconstruction of Surficial Aquifer Well No. 14

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs (“VILLAGE”), and HOLTZ CONSULTING ENGINEERS, INC (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project will include engineering and hydrogeological services for the design, permitting, bidding, construction, and testing required to reconstruct one existing surficial aquifer production well in place.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

TASK 1 – SUBSURFACE UTILITY LOCATING

Under this task, CONSULTANT shall provide subsurface utility locating services for key existing buried utilities at existing Well Nos. 13 and 14 sites and within the right-of-way along Donald Road between aforementioned well sites utilizing ground penetrating radar to obtain approximate location for the existing buried utilities to identify potential design conflicts and aid in the protection of these existing facilities during construction. These underground utility markings will be captured by the surveyor under Task 2 and depicted on the survey and design drawings.

TASK 2 – PROFESSIONAL SURVEY SERVICES

Under this task, CONSULTANT shall obtain a topographic survey of existing Well Nos. 13 and 14 sites, as well as the right-of-way along Donald Road between the well sites, depicting the horizontal location and vertical location of facilities and surface features. This task also includes the following:

- Obtain horizontal and vertical control utilizing Florida State Plane 83/90 adjustment for Horizontal Datum and NAVD 88 Vertical Datum.
- Location of visible fixed improvements within the well site, depicting the horizontal location and vertical location of facilities such structures, vaults, piping, control panels, fences, power poles, buildings, etc.
- Location of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers. Including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.
- Location of below-grade existing utilities as located/identified under Task No. 1 above and including, but not limited to, electrical/communications, natural gas, potable water, force main, reclaimed water mains, irrigation, etc.
- Provide and reference site benchmarks. Elevations to be referenced to an existing established Village or County Benchmark.
- Preparation of one (1) Sketch and Legal Description as defined in Rule 5J-17.052 (6)(a)(b) of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers for both the Well No. 13 and Well No. 14 sites to be used by the VILLAGE in obtaining easement / Right-of-Way access/ownership. Sketch and Legal descriptions shall consider/estimate the footprint necessary for installation of the proposed emergency generator as described below.

TASK 3 – WELL NO. 14 RECONSTRUCTION DESIGN SERVICES

Subtask 3.1 Hydrogeologic Design Services

Under this task, CONSULTANT shall prepare well profile drawings and specifications for the reconstruction, testing, and development of one (1) existing 12-inch diameter surficial aquifer production well. The proposed reconstructed well will include a 16-inch diameter final casing. The technical specifications will follow the 16-Division CSI Master Format. The front-end contract documents provided by the VILLAGE will be incorporated into the Contract Documents by the CONSULTANT. This task also includes attendance at up to three (3) progress/review meetings and preparation of construction cost estimates at 60%, 90%, and 100% deliverable phases.

JLA Geosciences Inc. will be retained to provide Hydrogeological Design Services.

Subtask 3.2 Engineering Design Services

Under this task, CONSULTANT shall prepare detailed drawings and specifications for the design of new wellhead piping, valves, instruments and appurtenances, submersible well pump, raw water piping and reconnection to the existing raw water main, site work, and fencing for the proposed reconstructed Well No. 14. Drawings shall include demolition of the existing Well No. 14 abovegrade well facilities. CONSULTANT shall also prepare detailed drawings and specifications for electrical power and controls including provisions to connect to the Village's SCADA system.

Additionally, CONSULTANT shall prepare detailed drawings and specifications for the design of one (1) emergency standby generator with necessary power/controls/facilities to provide power to either Well No. 14 or existing Well No. 13. Design shall include necessary conduit/cable between the proposed generator and each well site within existing VILLAGE property/utility-easements, site work, and fencing as necessary. Emergency generator design shall be based on a Tradewinds diesel outdoor unit.

Permitting through the Florida Department of Health – Palm Beach County Branch is expected to require submission of a Florida Department of Environmental Protection (FDEP) Variance Request for reconstruction of existing Well No. 14 within 100-ft of existing sanitary sewer gravity main. Detailed drawings and specifications shall include necessary provisions for installation of a cured-in-place pipe lining system within existing gravity sewer as well as installation of a manhole lining system on existing gravity sewer main/manholes within a 100-ft radius of the well site.

A hydraulic analysis of the raw water conveyance system will be performed to confirm the operating conditions of the new well pump and the final pump selection will be made after drawdown step testing of the reconstructed well is completed.

The technical specifications will follow the 16-Division CSI Master Format. The front-end contract documents provided by the VILLAGE will be incorporated into the Contract Documents by the CONSULTANT.

This task also includes attendance at up to three (3) progress/review meetings and preparation of construction cost estimates at 60%, 90%, and 100% deliverable phases.

C&W Engineering, Inc. will be retained to provide electrical engineering services to provide power and controls for the new well.

TASK 4 – PERMITTING SERVICES

Subtask 4.1 Permit Submittal Applications

Under this task, CONSULTANT shall prepare permit applications for construction of the project and submit to the following agencies listed below.

- South Florida Water Management District Permit Letter Modification (SFWMD)
- Florida Department of Health – Palm Beach County (FDOH)

Permitting through the Florida Department of Health – Palm Beach County Branch is expected to require submission of a FDEP Variance Request for reconstruction of existing Well No. 14 within

100-ft of existing sanitary sewer gravity main. Pending FDEP review of specific variance request, FDOH may or may not grant a specific construction permit for proposed reconstruction of existing Well No. 14. Pending FDOH review/response, a work authorization amendment may be reviewed and developed for alternative well siting/design/permitting services.

Permit fees shall be paid by CONSULTANT and expensed against the reimbursable allowance/expense line item at the most current permit fee rates. At the time of this work authorization, permit fees include \$500.00 for permitting of public water supply wells outside of a delineated area pursuant to Chapter 62-524, F.A.C. and \$125 for performance of a Site Sanitary Survey, as required by the Florida Department of Health. Fees may be referenced in Chapter 62-4.050 F.A.C. Payment for allowance items shall be limited to actual permit fee costs incurred by CONSULTANT, as defined above. Unused allowance shall not be billed against.

Subtask 4.2 Agency Coordination and RAI Response

Under this task, CONSULTANT will coordinate with the permitting agency during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments. CONSULTANT will respond to Requests for Additional Information (RAI) during the permitting process. It is anticipated that no more than two (2) RAI's will be issued by each of the permitting agencies.

Subtask 4.3 Florida Department of Health - Sanitary Survey Inspection

Under this task, CONSULTANT will accompany the PBCHD agency inspector during the performance of their sanitary survey walkthrough inspection prior to issuing the permit for the reconstruction of existing Well No. 14.

TASK 5 – BIDDING SERVICES

Under this task, CONSULTANT will perform the following activities:

- Prepare bid advertisement and provide bid documents to bidders.
- Conduct a pre-bid meeting and issue meeting minutes to all plan holders.
- Respond to questions bidders may have concerning the bid documents.
- Issue addenda as necessary to clarify the bid documents.
- Attend bid opening and prepare bid tabulation form.
- Evaluate bids and prepare recommendation of award to the lowest responsive, responsible bidder.
- Prepare Final Contract Documents

- Prepare Contractor's Notice of Award.
- Prepare and review executed contract documents.
- Prepare Contractor's Notice to Proceed.

TASK 6 – SERVICES DURING CONSTRUCTION

Subtask 6.1 General Construction Services

Under this task, CONSULTANT will perform the following activities:

- Administer the VILLAGE'S Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract. We assume a 15-month total construction contract period with eight (8) months of drilling activities and four (4) months of wellhead and site construction.
- Direct the preconstruction meeting with the VILLAGE, Contractor, and other interested parties and prepare meeting agenda and minutes.
- Review and comment on shop drawings submitted by the Contractor.
- Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to RFI's.
- Review and make the recommendations necessary for the approval or rejection of the Contractor's monthly payment applications (Assumes 12 pay applications).
- Conduct monthly progress meetings with the VILLAGE and Contractor. Prepare and distribute meeting minutes to all attendees (Assume 10 meetings).
- Review Record Drawings submitted with each Pay Request and at completion of the project.
- Prepare final documentation for Contract close-out.

Subtask 6.2 Hydrogeological Services During Construction

Under this task, CONSULTANT will provide a hydrogeologist to be present on site during critical phases of production well reconstruction including over-drilling, casing installation and cement grouting, completion interval drilling, well development, pump testing, and water quality testing. CONSULTANT will provide recommendations for the selection of screen and gravel and constructed depths of the borehole and casing. CONSULTANT will spot check during well development and monitor progress based on daily well contractor testing logs. CONSULTANT will oversee step drawdown and constant rate testing. This task will include the geologic evaluation of drill cuttings, collection of water samples and field water quality measurements. Geophysical logs provided by the Contractor will be reviewed and evaluated for well reconstruction. Digital photos will be taken of significant activities during well reconstruction.

Subtask 6.3 General Inspections During Construction

Under this task, CONSULTANT shall make general site inspections of the work such as concrete work, buried piping and valving (for conduit and raw water main), installation of the pump, sitework, electrical work, instrumentation work, etc. This task includes periodic visits to the site to evaluate the Contractor's compliance with Contract Documents (Approximately 12 weeks of actual construction of the well head, pump, piping, and sitework for an average of 6 hours per week) to monitor progress.

CONSULTANT will verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The CONSULTANT will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.

CONSULTANT will verify that the work items identified on the substantial completion punch list are addressed and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. CONSULTANT will ensure the final punch list is satisfactorily completed prior to approval of the Contractor's Final Payment Request.

C&W Engineering, Inc. will be retained to provide electrical engineering services during construction to review installation of well and generator power/control facilities.

Subtask 6.4 Well Completion Report

Under this task, CONSULTANT will prepare a well completion report summarizing the well reconstruction methodology and results, including the dates of work, quantities of materials used, lithologic logs, geophysical log analysis, water quality field data, performance testing results, sand and SDI measurements, photographs of the work stages, and recommendations for ongoing maintenance and monitoring of the well.

Subtask 6.5 FDOH-PBC Inspection Prior to Being Placed into Service

Under this task, CONSULTANT will accompany the FDOH-PBC agency inspector during the performance of their walkthrough inspection prior to clearing the reconstructed Well No. 14 to be placed into service.

III. DELIVERABLES

Task 1 - Deliverables:

1. Information obtained from underground utility locating will be depicted on the survey deliverable provided under Task 2.

Task 2 - Deliverables

1. PDF copy of Topographic Survey.
2. PDF copy of Sketch and Legal Description for Well 13 and Well 14 sites.

Task 3 - Deliverables

1. One PDF copy of the 60% plans and specifications and 60% cost estimate. Hydrogeological design will be included in the 90% submittal.
2. One PDF copy of the 90% plans and specifications incorporating the Village's comments on the 60% submittal and 90% cost estimate.
3. Two signed-and-sealed hard copies and one PDF copy of the 100% plans and specifications incorporating the Village's comments on the 90% submittal and final cost estimate.

Task 4 - Deliverables

1. One Draft PDF copy of each permit application for VILLAGE review.
2. One PDF copy of each permit received (pending FDEP/FDOH review/response for specific variance request).

Task 5 - Deliverables:

1. One PDF copy of Addenda as necessary.
2. One PDF copy of Bid Tabulation form.
3. One hard copy and one PDF copy of written recommendation for award of the contract.
4. One PDF copy of Copy of Notice of Award and Notice to Proceed.
5. Two hard copies of the executed Contract Documents

Task 6 - Deliverables:

1. One PDF copy of all Contractor Submittals.
2. One PDF copy and two hard copies of Contractor Pay Requests with recommendation for payment.
3. One PDF copy of all meeting minutes.
4. One PDF copy and one hard copy of Well Completion Report.
5. One PDF copy of the Substantial Completion Punchlist.
6. One PDF copy of the Certificate of Substantial Completion.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1 below.

Table 1
Schedule

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 1.Subsurface Utility Locating	14 Days from NTP	14 Days
Task 2.Surveying Services	40 Days	54 Days
Task 3. Well No. 14 Replacement Design Services	<i>See Below</i>	<i>See Below</i>
60% Design Submittal*	50 Days from Receipt of Survey	104 Days
90% Design Submittal*	40 Days from Receipt of FDOH-PBC Permit / Variance Acceptance	200 Days
100% Design Submittal**	20 Days from Receipt of Comments on 90% Submittal	230 Days
Task 4.Permitting Services*	<i>Applications Submitted with 60% Plans</i>	<i>Concurrent with 60% Submittal</i>
Task 5.Bidding Services	45 Days	274 Days
Task 6.Services During Construction	Throughout Construction Contract Duration (approx. 15 months)	724 Days

*CONSULTANT shall proceed with 90% design submittal following granting of FDEP variance for proximity to existing sanitary sewer and receipt of FDOH-PBC permit. The schedule assumes 60-days for FDOH-PBC review/approval and that VILLAGE comments have been received in advance of FDOH-PBC approval.

**The schedule is based upon conducting a review meeting within 7 calendar days after the VILLAGE receives the design submittal. All review comments shall be provided to CONSULTANT within 7 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive. Schedule assumes permits will be issued within 60 days.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of \$153,715.00 in accordance with our approved billing rates with an estimate of costs by task provided in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
1. Subsurface Utility Locating	\$3,230.00
2. Topographic Survey	\$11,110.00
3. Well No. 14 Reconstruction Design Services*	\$52,025.00
4. Permitting Services	\$7,300.00
5. Bidding Services	\$5,335.00
6. Services During Construction	\$73,715.00
Expenses/Reimbursables	\$1,000.00
TOTAL	\$153,715.00

*In the event that FDOH-PBC and FDEP do not grant a variance for reconstruction of the existing well upon submission/review of the 60% design submittal and FDOH-PBC permit application, billing shall not exceed 60% for referenced lump sum task and design work shall be halted. A work authorization amendment may be reviewed and developed for alternative well siting/design.

VI. **ASSUMPTIONS**

1. It is assumed that the new well pump for the reconstructed Well No. 14 will be similar to the existing pump horsepower in the existing Well No. 14 (65 HP). VILLAGE staff shall provide hydraulic data including pressures within existing raw water main network as necessary for design/selection of submersible well pump/motor assembly.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and HOLTZ CONSULTING ENGINEERS, INC ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

HOLTZ CONSULTING ENGINEERS, INC.

VILLAGE OF PALM SPRINGS

By:  _____

By: _____

Print Name: Stephen Fowler

Title: Vice President

Date: _____

Village Attorney's Office

Approved as to form and

legality By: _____

(Required if over \$25,000)

Reconstruction of Surficial Aquifer Well No. 14

Item Cost	Task Cost
\$3,230.00	\$3,230.00
\$9,430.00	\$11,110.00
\$1,680.00	\$52,025.00
\$1,500.00	
\$1,650.00	
\$12,840.00	
\$1,100.00	
\$8,970.00	
\$1,235.00	
\$5,410.00	
\$8,250.00	
\$590.00	
\$2,775.00	\$7,300.00
\$3,220.00	
\$570.00	
\$2,895.00	
\$1,020.00	
\$2,130.00	
\$550.00	
\$1,860.00	
\$1,010.00	
\$510.00	
\$1,240.00	\$5,335.00
\$825.00	
\$590.00	
\$730.00	
\$655.00	
\$675.00	
\$620.00	
\$1,240.00	
\$680.00	
\$5,310.00	
\$1,860.00	\$73,715.00
\$1,830.00	
\$2,670.00	
\$4,625.00	
\$950.00	
\$22,910.00	
\$7,400.00	
\$9,720.00	
\$4,800.00	
\$6,590.00	
\$1,640.00	\$1,000.00
\$820.00	
\$1,340.00	
\$570.00	
\$1,000.00	
Total Engineering Fee	\$153,715.00

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Holtz Consulting Engineers, 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 _____, 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

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:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

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.

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:

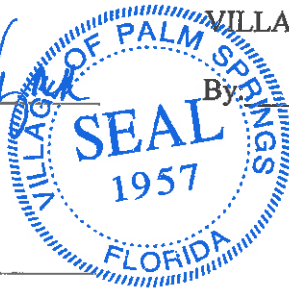
- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost 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.

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 M. 3/6/18
Village Clerk



By:

[Signature]
Mayor

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

Curtis Robinson
Curtis Robinson
(Name Printed or Typed)

Matthew Paymen
MATTHEW PAYMEN
(Name Printed or Typed)

HOLTZ CONSULTING ENGINEERS, INC.

By: David Holtz
David F. Holtz, P.E.
Vice President

State of Florida
County of Palm Springs

BEFORE ME, the foregoing instrument, this 13 day of August, 2018, was acknowledged by David Holtz, 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 13 day of August, 2018.

(SEAL)

April Xaros
Notary Public
My Commission Expires:

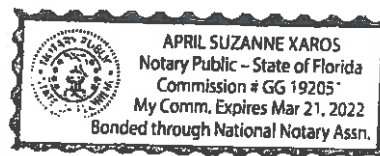


Exhibit A



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

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

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated **DATE** between the Village of Palm Springs ("VILLAGE"), and **CONSULTANT NAME** ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

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

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

**Table X
Schedule**

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X.XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

**Table X
Budget Summary**

<u>Description</u>	<u>Total</u>
TOTAL	

VI. ASSUMPTIONS

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated MONTH DAY, 2018, by and between the Village of Palm Springs ("VILLAGE") and CONSULTANT NAME ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

Exhibit B

HCE RATE SCHEDULE FOR THE VILLAGE OF PALM SPRINGS

Principal Engineer - Acquires, plans, supervises, and coordinates professional engineering projects by developing proposals and directing and controlling project elements. Requires Professional Engineer (PE) license and minimum 20 years' experience.	\$ 190
Associate Engineer - Supervises engineering projects and project staff. Requires Professional Engineer (PE) license and minimum 15 years' experience.	\$ 180
Senior Project Manager - Completes engineering projects by organizing and controlling project elements. Requires Professional Engineer (PE) license and minimum 10 years' experience.	\$ 170
Project Manager - Completes engineering projects by organizing and controlling project elements and overseeing project engineers. Requires Professional Engineer (PE) license and minimum 8 years' experience.	\$ 150
Senior Project Engineer - Assists with project responsibilities by completing project phases and elements as requested by Project Manager. Requires Professional Engineer (PE) license and minimum 5 years' experience.	\$ 130
Project Engineer (PE) - Assists with project responsibilities by completing project phases and elements as requested by Project Manager. Requires Professional Engineer (PE) license and minimum 4 years' experience or 3 years with a Masters Degree.	\$ 120
Project Engineer (EI) - Assists with engineering projects by aiding in the completion of project elements. Requires Engineer Intern (EI) certificate.	\$ 105
Construction Manager - Administers the construction contract and ensures the project is constructed according to the technical and administrative contract documents. Minimum 8 years' experience required.	\$ 135
Construction Inspector - Assists the Project Manager and Construction Manager by performing project site inspections during construction to ensure the project is being constructed according to the technical plans and specifications.	\$ 95
Senior Designer - CADD technician responsible for generating preliminary layouts, creating and updating engineering drawings under the supervision of engineers, enforcing CADD standards, and supervising drafters. Minimum 5 years experience required.	\$ 110

Drafter – CADD technician responsible for creating and updating engineering drawings under the supervision of engineers.	\$ 90
Administrative Assistant - Provides office services by implementing administrative systems, procedures, and policies, and monitoring administrative projects.	\$ 70

- The above rates will be valid for 3 years from the contract date.
- Revisions will be based on the Consumer Price Index (CPI) for the following year.
- Subconsultants will be billed at cost.
- Mileage for travel outside of Palm Beach County will be billed per mile at the current IRS rate.
- Postage and reproduction costs are included in the hourly rates.

Exhibit C



Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #7: Approve Main Water Treatment Plant Ammonia Feed System Improvements (Task Order# 321) – Work Authorization No. KHU-U16 – Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Kimley-Horn and Associates Inc.

SUMMARY: The Village owns and operates the Main Water Treatment Plant that utilizes combined chlorine as the Public Water System residual disinfectant, by combining ammonia and free chlorine to form chloramines. Chlorine in the form of sodium hypochlorite is injected upstream of the filters to achieve a free chlorine residual in the filter effluent prior to the injection of anhydrous ammonia located at the filter effluent structure, downstream of the existing free chlorine analyzer. The feed rate of sodium hypochlorite and anhydrous ammonia requires careful control and operation to allow an adequate free chlorine residual to be maintained prior to the anhydrous ammonia feed point and an adequate anhydrous ammonia feed rate is being utilized during the chloramination process to form monochloramines. The current system is near the end of its useful life and the Village desires to replace the existing system with newer technology to better control anhydrous ammonia feed rates utilizing flow paced feed control, add a monochloramine analyzer downstream of the ammonia injection point to monitor the chloramination process, and replace the existing total chlorine analyzer at the distribution system point of entry.

As a result, the Village Council is requested to approve Work Authorization No. KHU-U16 to support all required professional engineering services and related tasks associated with The Main Water Treatment Plant Ammonia Feed System Improvements by Kimley-Horn and Associates Inc., the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Amount</u>
TASK 1 – Ammonia Feed System Design	\$49,776
TASK 2 – Permitting	\$5,161
TASK 3 – Bidding Services	\$3,009
TASK 5 – Project Management	\$3,923
TASK 4 – Construction Services	\$25,351
Total	\$86,720

The Village Council has approved \$250,00.00 for the Main Water Treatment Plant Ammonia Feed

System Improvements with the FY 2023 Budget - Water and Sewer Enterprise Fund.

Staff recommends approval of the proposed Work Authorization No. KHU-U16 with Kimley-Horn and Associates Inc. for the amount of \$86,720.00 for professional engineering services associated with the Main Water Treatment Plant Ammonia Feed System Improvements. If approved, the Village would accept Kimley-Horn and Associates Inc. pricing as outlined within the previously approved General Consulting Services Continuing Contract with Kimley-Horn and Associates Inc. including all terms, conditions, and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #20189R-002 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

If approved, it is estimated that the proposed The Main Water Treatment Plant Ammonia Feed System Improvements work will take approximately 635 days to complete from the date the work authorization is issued to Kimley-Horn and Associates Inc. by the Village.

The proposed work authorization was prepared by Kimley-Horn and Associates Inc. and reviewed by the Assistant Utilities Director, Utilities Director, Village Attorney and Finance Director.

The Village has worked with the proposed vendor previously and 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. 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 Work Authorization No. KHU-U16 – Main Water Treatment Plant Ammonia Feed System Improvements
2. CIP Project Request Form FY2023 - Main Water Treatment Plant Ammonia Feed
3. Executed Professional Consulting Services Agreement - Kimley Horn & Associates



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 3/01/2023

VILLAGE RFQ. NO. : 2018R-002

WORK AUTHORIZATION NO.: KH-U16 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 321 G/L CODE: 41336-56400

KIMLEY-HORN PROJECT NO.: KH-U16

PROJECT TITLE: **Main WTP Ammonia Feed System Improvements**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018 between the Village of Palm Springs (“VILLAGE”) and Kimley-Horn and Associates Inc. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The VILLAGE owns and operates the Main Water Treatment Plant (WTP) that utilizes combined chlorine as the Public Water System (PWS) residual disinfectant, by combining ammonia and free chlorine to form chloramines. Chlorine in the form of sodium hypochlorite is injected upstream of the filters to achieve a free chlorine residual in the filter effluent prior to the injection of anhydrous ammonia located at the filter effluent structure, downstream of the existing free chlorine analyzer. The feed rate of sodium hypochlorite and anhydrous ammonia requires careful control and operation to allow an adequate free chlorine residual is maintained prior to anhydrous ammonia feed point and an adequate anhydrous ammonia feed rate is being utilized during the chloramination process to form monochloramines. Kimley-Horn (CONSULTANT) previously provided engineering design services to prepare design documents to improve the existing sodium hypochlorite feed system, which is now in the construction phase.

The VILLAGE has now requested the CONSULTANT to provide engineering design services for the replacement of the existing ammonia feed system since the system is near the end of its useful life. The VILLAGE desires to replace the existing system with newer technology to better control anhydrous ammonia feed rates utilizing flow paced feed control, add a monochloramine analyzer downstream of the ammonia injection point to monitor the chloramination process, and replace the existing total chlorine analyzer at the distribution system point of entry. The following scope of services is provided for professional engineering for the design, permitting, bid, and construction phase services associated with the proposed improvements. It is the Consultant’s understanding that both Ammonia Feed System Improvements projects, for Main and RL Pratt WTPs, will only require one (1) health

department permit since both facilities operate under one (1) PWS number and that both projects will be bid and awarded together to only one contractor. For this reason, permitting, bid, and construction phase services have been split between both Main and RL Pratt WTP's. Should the Village choose to bid or award each project separately to two different contractors, an amendment to this contract will be required.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

TASK 1 – Ammonia Feed System Design

The following tasks will be performed by the CONSULTANT:

- CONSULTANT will visit the WTP site to collect information regarding the existing system including location, dimensions, sizes, usage data, etc. This information will be utilized to prepare the construction drawings.
- CONSULTANT will design the ammonia feed system with the intent to automate ammonia feed rates to be flow paced. CONSULTANT will coordinate with equipment vendors to assist with equipment and material selection.
- CONSULTANT will design ammonia system piping, valves, and appurtenances along with feed panel improvements.
- CONSULTANT will design improvements to include monitoring of monochloramine residual and replacement of the existing total chlorine analyzers.
- CONSULTANT will utilize the services of C&W Engineering for professional electrical engineering services related to the design, permitting, bid, and construction phase of this project.
- CONSULTANT will prepare construction drawings that depict the proposed improvements. Consultant anticipates a total of 18 drawings will be required. The following sheets are anticipated:
 - Cover Sheet (1)
 - General & Phasing Notes (1)
 - Site Plan (1)
 - Mechanical Plan and Section Details (3)
 - Demolition Plan (1)
 - Construction Details (3)
 - Process and Instrumentation Diagrams (2)
 - Electrical and I&C Drawings (~4-6 drawings anticipated)
- CONSULTANT will prepare preliminary construction drawings, technical specifications, and Opinion of Probable Construction Costs (OPCC) for VILLAGE review. Preliminary deliverables are anticipated to be approximately 75%.
- CONSULTANT will attend one (1) review meeting with the VILLAGE. CONSULTANT will prepare and distribute minutes from the meeting. CONSULTANT will implement VILLAGE requested changes into the design and finalize the deliverables.

TASK 2 – Permitting

- CONSULTANT will prepare a limited Preliminary Design Report for use in application of a Specific Permit to Construct PWS Components. No change in feed rates or capacity

are proposed as part of this project.

- CONSULTANT will prepare and submit permit application to construct PWS components to the Palm Beach County Health Department (PBCHD). The permit application fee of \$1,000 is included in this proposal and the Consultant will pay PBCHD directly.
- CONSULTANT anticipates (and will reply to) one (1) round of Requests for Additional Information (RAIs) from the PBCHD.
- CONSULTANT will prepare final release from PBCHD once the proposed improvements under **TASK 4** are completed by the selected Contractor.

TASK 3 – Bidding Services

- CONSULTANT will coordinate with the VILLAGE staff to assist with advertising of the project including front end (contract) review and answer reasonable number of questions.
- CONSULTANT will attend one (1) pre-bid meeting with prospective bidders.
- CONSULTANT will respond to a reasonable number of questions from prospective bidders. CONSULTANT anticipates two (2) rounds of addenda will be issued as part of this project.
- CONSULTANT will review bids for completeness and prepare a review letter that identifies the lowest, most responsive, most responsible bidder.

TASK 4 – Construction Phase Services

- CONSULTANT will attend one (1) pre-construction meeting with VILLAGE staff and the selected Contractor.
- CONSULTANT will review shop drawings for the proposed improvements. CONSULTANT anticipates a total of four (4) shop drawings will be submitted. CONSULTANT anticipates two (2) of these shop drawings will require re-submittal and second review, resulting in six (6) total shop drawing reviews. Additional shop drawing reviews will be considered additional services. CONSULTANT will review and/or take other appropriate action with respect to Shop Drawings and Samples and other data which the selected Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- CONSULTANT will respond to a reasonable amount of Contractor RFI's and issue necessary clarifications and interpretations of the Contract Documents to the VILLAGE as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the VILLAGE.
- CONSULTANT may recommend Work Change Directives, or Change Orders to the Owner and will review and make recommendations related to Change Orders submitted or proposed by the selected Contractor.
- CONSULTANT will visit the site periodically throughout construction and generate field reports to keep the VILLAGE informed of the general progress of the Work. CONSULTANT has budgeted up to twelve (12) site visits necessary for construction oversight, functional testing, and startup of the new ammonia feed system. Construction oversight visits and observations by the CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT'S exercise of professional judgment.

Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether the selected Contractor's work is generally proceeding in accordance with the Contract Documents.

- CONSULTANT will review applications for payment from the Contractor. CONSULTANT anticipates six (6) reviews. Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will review the amounts that the CONSULTANT recommends the selected Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to the VILLAGE, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, the selected Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents.
- CONSULTANT assumes construction schedule to be approximately one (1) year with approximately five (5) months of active construction. CONSULTANT assumes no progress meeting will be held until construction commences. CONSULTANT assumes the final five (5) months of the project will require monthly progress meetings for a total of five (5) progress meetings. CONSULTANT will take minutes from each progress meeting and distribute to project team.
- CONSULTANT will, after notice from the selected Contractor that it considers the entire Work ready for its intended use, in company with the Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Owner, Consultant considers the Work substantially complete, Consultant will notify the Owner and Contractor.
- CONSULTANT will prepare a punch list of items for the selected Contractor to address prior to project final completion. CONSULTANT will attend one (1) site visit to confirm completion of punch list items.
- CONSULTANT will review contractor furnished record drawing information and operation and maintenance manuals (O&M) as required under the certification of completion. CONSULTANT assumes one (1) O&M will need review. CONSULTANT will review and provide comments on the operation and maintenance manuals and project record drawings submitted by the selected Contractor.
- CONSULTANT will utilize C&W Engineering as a subconsultant for professional services related to electrical engineering construction phase services for this project.
- CONSULTANT will prepare Request for Clearance as required per construction permit for this project. CONSULTANT will coordinate with Palm Beach County Health Department (PBCHD) and perform walk through of project with the department upon completion of the project.

TASK 5 – Project Management

- CONSULTANT will conduct monthly reviews of project progress to evaluate general compliance with approved budget and schedule. This task will also include coordination with both VILLAGE and the Contractor, updates to project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. The CONSULTANT will perform a technical review of deliverables, in accordance with standards, prior to transmitting to

VILLAGE. Under this Task, the CONSULTANT will be responsible for overall coordination and oversight of the project execution.

III. **DELIVERABLES**

Project deliverables will be in accordance with **Attachment 1**, List of Project Deliverables.

IV. **INFORMATION AND SERVICES PROVIDED BY THE VILLAGE**

The CONSULTANT assumes that all information provided by the VILLAGE can be relied upon in the performance of professional services. The following information/services shall be provided to the CONSULTANT;

- Record drawing information for the Water Treatment Plant
- Operations Data, SCADA system data, and FDEP Monthly Operations Report (MOR) data

V. **SCHEDULE**

Upon receipt of Notice-To-Proceed, the CONSULTANT will endeavor to complete the services identified in this Work Authorization within the schedule outlined in **Table 1** below. This schedule assumes a two-week review time for the VILLAGE. Anything more than this review time will impact the overall schedule.

Table 1 - Schedule

	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
TASK 1 – Preliminary Ammonia Feed System Design	90	-
TASK 1 – Final Ammonia Feed System Design	120	210
TASK 2 – Permitting	-	210
TASK 3 – Bidding Services	60	270
TASK 4 – Construction Services	365	635
TASK 5 – Project Management	-	-

IV. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services above.

Task 1 through 5 shall be performed for a total amount of Eighty-Six Thousand and Seven Hundred and Twenty dollars detailed in **Table 2** below and further detailed in **Attachment 2, Staffing Cost Proposal**.

Table 2 – Budget Summary

Description	Total
TASK 1 – Ammonia Feed System Design	\$49,776
TASK 2 – Permitting	\$5,161
TASK 3 – Bidding Services	\$3,009
TASK 5 – Project Management	\$3,923
TOTAL LUMP SUM FEE AMOUNT	\$61,369
TASK 4 – Construction Services	\$25,351
TOTAL HOURLY NOT-TO-EXCEED FEE AMOUNT	\$25,351
TOTAL PROJECT FEE (TASKS 1 – 5)	\$86,720

V. **ASSUMPTIONS**

- Operational, SCADA, and MOR data is available for the past twelve (12) months.
- No survey, Geotech or soft digs of existing utilities are included in this work authorization.
- The construction duration is less than or equal to 1 year.
- Ammonia Feed System Improvements projects for Main and RL Pratt WTPs will only require one (1) health department permit since both facilities operate under one (1) PWS number.
- Ammonia Feed System Improvements projects for Main and RL Pratt WTPs will be bid and awarded together to only one contractor. Should the Village choose to bid or award each project separately to two different contractors, an amendment to this contract will be required.

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 SEPTEMBER 13, 2018, by and between the Village of Palm Springs (“VILLAGE”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

Kimley-Horn and Associates, Inc.

By: 

Print Name: Jason Lee, P.E.

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Print Name: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

by: _____

(Required if over \$25,000)



ATTACHMENT 1

LIST OF PROJECT DELIVERABLES

1. Preliminary Drawings, Specifications, and Engineers Opinion of Probable Construction Cost, paper copies and digital copies in PDF format.
2. Final Design Drawings, Specifications, and Engineers Opinion of Probable Construction Cost, paper copies and digital copies in PDF format.
3. Copies of Permit Applications and any associated RAI. (x1 Permit Application to facilitate both Main and RL Pratt WTPs.)
4. Copies of Permits acquired for the project as noted above.
5. Copies of Addendums.
6. Bid Recommendation Letter. (x1 Bid Recommendation letter to facilitate both Main and RL Pratt WTPs.)
7. Copies of correspondence related to the Project.
8. Copies of inspection reports/photos.



VILLAGE OF PALM SPRINGS

ATTACHMENT 2

STAFFING COST PROPOSAL

Main WTP Ammonia Feed System Improvements

PROJECT:	VPS Main Ammonia Feed Improvements							SHEET 1 of 1		
CLIENT:	VPS							FILE NO.		
ESTIMATOR:	Alex Garlaschi							DATE:		01/25/23
DESCRIPTION: See Scope of Services	DIRECT LABOR (MAN-HOURS)									
	Principal	Senior Professional	Project Manager	Professional	Junior Professional	Administrative Support Staff	SUB	EXP	EXP	LINE
							C&W	FDEP Permit Application Fee	4.6% KHA Expense Allocation	TOTAL
	TJ	JRL	NB	AG	DC	TC				
Task 1 - Main WTP Ammonia Feed System Design										
Project Initial Site Visit			4.00	4.00					\$54	\$1,214
Ammonia Feed System Design - Process			5.00	15.00	20.00				\$240	\$5,440
Ammonia Feed System Design - Vendor Coordination			2.00	10.00	25.00				\$215	\$4,875
Ammonia Feed System Design - Mechanical			5.00	15.00	20.00				\$240	\$5,440
Preliminary Plans (x10 sheets KHA)				25.00	60.00				\$487	\$11,062
Preliminary Specs			5.00	20.00	10.00				\$216	\$4,891
Preliminary OPCC			3.00	8.00	10.00				\$127	\$2,872
Review Meeting			1.00	1.00	1.00				\$19	\$429
Finalize Deliverables			5.00	8.00	10.00				\$141	\$3,196
C&W Electrical Engineering Design Services							\$8,500			\$8,500
QA/QC	4.00		1.00	4.00	2.00				\$82	\$1,857
Task 2 - Permitting (Fee Split Between Main and Pratt)										
Permit Application & Cover Letter				2.00	4.00				\$35	\$785
Preliminary Design Report			2.00	8.00	4.00				\$87	\$1,957
Response to RAls x2			1.00	4.00	2.00				\$44	\$979
Permit Application Fee (\$1,000 Total)						3.00		\$500	\$10	\$720
QA/QC	1.00								\$10	\$220
Task 3 - Bidding Services (Fee Split Between Main and Pratt)										
Finalize Bid Documents			1.00	2.00	4.00				\$42	\$947
Pre-Bid Meeting			1.00	1.00	1.00				\$19	\$429
Bid Review				6.00	2.00				\$49	\$1,099
Recommendation Letter				2.00	2.00				\$24	\$534
Lump Sum Total=										\$57,446
Task 4 - Construction Phase Services (Hourly Not to Exceed) (Fee Split Between Main and Pratt)										
Pre-Construction Meeting			2.00	2.00					\$27	\$607
Shop Drawing Review - x6 (12 Total)			3.00	12.00	6.00				\$130	\$2,935
Response for Information (RFIs)			1.00	2.00	4.00				\$42	\$947
Progress Meetings - x5 (10 Total)			2.00	8.00					\$64	\$1,454
Progress Site Visits - x10 (20 Total)			2.00	30.00	20.00				\$311	\$7,071
Functional Testing & Startup Site Visits - x2 (4 Total)			3.00	6.00					\$59	\$1,334
Payment Application Review - x6 (12 Total)				3.00	6.00				\$52	\$1,177
O&M Review			1.00	2.00					\$20	\$445
Punch List Generation				2.00					\$13	\$283
Punch List Walk-through - x1 (2 Total)			1.00	4.00					\$32	\$727
PBCHD Clearance				20.00	6.00	1.00			\$161	\$3,651
C&W Electrical Engineering Construction Phase Services							\$4,500		-	\$4,500
QA/QC	1.00								\$10	\$220
CPM Total=										\$25,351
Task 5 - Project Management (Fee Split Between Main and Pratt)										
Project Management and Subconsultant Coordination			6.00	20.00	1.00				\$173	\$3,923
Lump Sum Total=										\$3,923
Tasks 1 - 3, 5	5	0	42	155	178	3	-	-	-	-
LS Contractual Rates	\$210	\$180	\$155	\$135	\$120	\$70	\$8,500	\$500	\$2,314	-
Tasks 1 - 3, 5 Total=										\$61,369
Task 4	1	0	15	91	42	1			\$921	
CPM Rates	\$210	\$180	\$155	\$135	\$120	\$70	\$4,500	\$0		
Tasks 4 Total=										\$25,351
TOTAL FEE=										\$86,720

WORK AUTHORIZATION NO. KH-U16



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **321**

Project Name: MainWater Treatment Plant Ammonia Feed System Improvements
Department: Utilities
Location: 360 Davis Rd. (Main Water Treatment Plant)

Project Manager: Andrew Klausner
Plan Date: 2/28/23
Date Approved:

DESCRIPTION / JUSTIFICATION:

The VILLAGE owns and operates the Main Water Treatment Plant (MWTP) that utilizes combined chlorine as the Public Water System (PWS) residual disinfectant, by combining ammonia and free chlorine to form chloramines. Chlorine in the form of sodium hypochlorite is injected upstream of the filters to achieve a free chlorine residual in the filter effluent prior to the injection of anhydrous ammonia located at the filter effluent structure, downstream of the existing free chlorine analyzer. The feed rate of sodium hypochlorite and anhydrous ammonia requires careful control and operation to allow an adequate free chlorine residual is maintained prior to anhydrous ammonia feed point and an adequate anhydrous ammonia feed rate is being utilized during the chloramination process to form monochloramines. The current system is near the end of its useful life and the VILLAGE desires to replace the existing system with newer technology to better control anhydrous ammonia feed rates utilizing flow paced feed control, add a monochloramine analyzer downstream of the ammonia injection point to monitor the chloramination process, and replace the existing total chlorine analyzer at the distribution system point of entry.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	86,720.00						\$ 86,720.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 86,720.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 86,720.00

SOURCES OF FUNDS:	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	TOTAL
General Fund Revenue CY							\$ 0.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues	250,000.00						\$ 250,000.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 250,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 250,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 163,280.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 163,280.00

Jimmie Johnson

Department Head

2/28/23

Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Kimley-Horn & Associates, 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 Village 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 Matthew Tebow, 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

Kimley-Horn
Attn: Matthew Tebow
1920 Wekvia Way, Suite 200
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:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall

be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

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.

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:

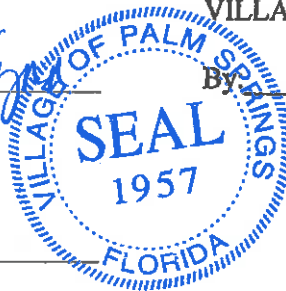
- (a)** Keep and maintain public records required by the Village to perform the service.
- (b)** Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at 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.

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 M. Glyn
Village Clerk



VILLAGE OF PALM SPRINGS

By: [Signature]
Mayor

Approved as to Form: [Signature]

Village Attorney

WITNESSES:

Kimley-Horn & Associates, Inc.

[Signature]
MATTHEW TEBOW
(Name Printed or Typed)

By: [Signature]
Associate

[Signature]
THOMAS C. [Signature]
(Name Printed or Typed)

State of Florida
County of Palm Springs

BEFORE ME, the foregoing instrument, this ____ day of _____, 20__, was acknowledged by _____, 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 ____ day of _____, 20__.

(SEAL)

Notary Public
My Commission Expires:

Exhibit A



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

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

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated DATE between the Village of Palm Springs ("VILLAGE"), and CONSULTANT NAME ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

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

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

Table X
Budget Summary

Description	Total
TOTAL	

VI. **ASSUMPTIONS**

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated MONTH DAY, 2018, by and between the Village of Palm Springs ("VILLAGE") and CONSULTANT NAME ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

Exhibit B



**UTILITIES ENGINEERING PROJECTS
RATE SCHEDULE ***

<u>CATEGORY</u>	<u>\$ / HR</u>
PRINCIPAL	\$210
SENIOR PROFESSIONAL	\$180
PROJECT MANAGER	\$155
PROFESSIONAL	\$135
JUNIOR PROFESSIONAL	\$120
ANALYST	\$105
SENIOR CAD DESIGNER	\$120
SENIOR TECHNICAL SUPPORT	\$115
CONSTRUCTION PROJECT REPRESENTATIVE	\$95
CAD DESIGNER	\$90
SUPPORT STAFF	\$80
ADMINISTRATIVE SUPPORT STAFF	\$70

*Rates are valid for 3 years from the contract date. Rates are applicable to general services utility projects.

*Revisions will be based on the Consumer Price Index (CPI) for the following year.

*Subconsultants – Cost

*Mileage outside of County – per mile at current IRS rate

*Postage and Reproduction – Included in hourly rates

Kimley»Horn

Principal (\$210)

Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects.

Minimum Years of Experience: 25

Licensure: Professional Engineer

Senior Professional (\$180)

Responsible for the most complex technical designs and has QA oversight for the entire project. Provides a higher level of expertise in specialized areas.

Minimum Years of Experience: 20

Licensure: Professional Engineer

Project Manager (\$155)

Taking leadership and ownership of projects or significant project tasks. Responsible for direct client interface on questions of technical nature. Has significant coordination responsibility for projects and/or various engineering disciplines. Coordinates and leads project teams.

Minimum Years of Experience: 10

Licensure: Professional Engineer

Professional (\$135)

Performs calculations and design tasks with general guidance and minimal supervision. Coordinates and leads specific project tasks.

Minimum Years of Experience: 5

Licensure: Professional Engineer

Junior Professional (\$120)

Performs calculations and design tasks with general guidance and periodic supervision.

Years of Experience: 3-5 years

Licensure/Certification: Engineer Intern

Analyst (\$105)

Performs calculations and design tasks under daily supervision.

Years of Experience: 0-3 years

Licensure/Certification: Engineer Intern



Senior CAD Designer (\$120)

Performs many of the less complex tasks with significant independence; works with clients to ensure that deliverables will be properly formatted and all data can be exchanged efficiently. Prepares complete set(s) of complex drawings.

Minimum Years of Experience: 10

Senior Technical Support (\$115)

Responsible for handling, organizing, and reviewing administrative documentation associated with construction or other services. Determines compliance with building codes, ordinances, regulations and contract documents.

Minimum Years of Experience: 10

Construction Project Representative (\$95)

With routine supervision, evaluates construction projects. Determines compliance with building codes, ordinances, regulations and contract specifications.

Minimum Years of Experience: 5

CAD Designer (\$90)

Performs standard CAD assigned duties. Detailed instruction provided only on new work assignments.

Years of Experience: 0-10 years

Support Staff (\$80)

Integrated with the technical production process and is relied on to understand the needs of the project team and apply skill set to areas of need without being instructed to do so.

Minimum Years of Experience: 5 years

Administrative Support Staff (\$70)

Responsible for handling and organizing administrative documentation associated with projects.

Years of Experience: 0-5 years

Exhibit C



Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #8: Approve R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements (Task Order No. 322) – Work Authorization No. KHU-U17– Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Kimley-Horn and Associates Inc.

SUMMARY: The Village owns and operates the R.L. Pratt Water Treatment Plant that utilizes combined chlorine as the Public Water System residual disinfectant, by combining ammonia and free chlorine to form chloramines. Chlorine in the form of sodium hypochlorite is injected upstream of the filters to achieve a free chlorine residual in the filter effluent prior to the injection of anhydrous ammonia located at the filter effluent structure, downstream of the existing free chlorine analyzer. The feed rate of sodium hypochlorite and anhydrous ammonia requires careful control and operation to allow an adequate free chlorine residual to be maintained prior to the anhydrous ammonia feed point and an adequate anhydrous ammonia feed rate is being utilized during the chloramination process to form monochloramines. The current system is near the end of its useful life and the Village desires to replace the existing system with newer technology to better control anhydrous ammonia feed rates utilizing flow paced feed control, add a monochloramine analyzer downstream of the ammonia injection point to monitor the chloramination process, and replace the existing total chlorine analyzer at the distribution system point of entry.

As a result, the Village Council is requested to approve Work Authorization No. KHU-U17 to support all required professional engineering services and related tasks associated with the R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements by Kimley-Horn and Associates Inc., the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Amount</u>
TASK 1 – Ammonia Feed System Design	\$49,776
TASK 2 – Permitting	\$5,161
TASK 3 – Bidding Services	\$3,009
TASK 5 – Project Management	\$3,923
TASK 4 – Construction Services	\$25,351
Total	\$86,720

The Village Council has approved \$250,00.00 for the R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements with the FY 2023 Budget - Water and Sewer Enterprise Fund.

Staff recommends approval of the proposed Work Authorization No. KHU-U17 with Kimley-Horn and Associates Inc. for \$86,720.00 for professional engineering services associated with the Pratt Water Treatment Plant Ammonia Feed System Improvements. If approved, the Village would accept Kimley-Horn and Associates Inc. pricing as outlined within the previously approved General Consulting Services Continuing Contract with Kimley-Horn and Associates Inc. including all terms, conditions, and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2019R-002 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

If approved, it is estimated that the proposed R.L. Pratt Water Treatment Plant Ammonia Feed System Improvements work will take approximately 635 days to complete from the date the work authorization is issued to Kimley-Horn and Associates Inc. by the Village.

The proposed work authorization was prepared by Kimley-Horn and Associates Inc. and reviewed by the Assistant Utilities Director, Utilities Director, Village Attorney and Finance Director.

The Village has worked with the proposed vendor previously and 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. 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 Work Authorization No. KHU-U17 – RL Pratt Water Treatment Plant Ammonia Feed System Improvements
2. CIP Project Request Form FY2023 - RL Pratt Water Treatment Plant Ammonia Feed
3. Executed Professional Consulting Services Agreement - Kimley Horn & Associates



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 3/01/2023

VILLAGE RFQ. NO. : 2018R-002

WORK AUTHORIZATION NO.: KH-U17 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 322 G/L CODE: 41336-56400

KIMLEY-HORN PROJECT NO.: KH-U17

PROJECT TITLE: **RL Pratt WTP Ammonia Feed System Improvements**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018 between the Village of Palm Springs (“VILLAGE”) and Kimley-Horn and Associates Inc. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The VILLAGE owns and operates the RL Pratt Water Treatment Plant (WTP) that utilizes combined chlorine as the Public Water System (PWS) residual disinfectant, by combining ammonia and free chlorine to form chloramines. Chlorine in the form of sodium hypochlorite is injected upstream of the filters to achieve a free chlorine residual in the filter effluent prior to the injection of anhydrous ammonia located at the filter effluent structure, downstream of the existing free chlorine analyzer. The feed rate of sodium hypochlorite and anhydrous ammonia requires careful control and operation to allow an adequate free chlorine residual is maintained prior to anhydrous ammonia feed point and an adequate anhydrous ammonia feed rate is being utilized during the chloramination process to form monochloramines. Kimley-Horn (CONSULTANT) previously provided engineering design services to prepare design documents to improve the existing sodium hypochlorite feed system, which is now in the construction phase.

The VILLAGE has now requested the CONSULTANT to provide engineering design services for the replacement of the existing ammonia feed system since the system is near the end of its useful life. The VILLAGE desires to replace the existing system with newer technology to better control anhydrous ammonia feed rates utilizing flow paced feed control, add a monochloramine analyzer downstream of the ammonia injection point to monitor the chloramination process, and replace the existing total chlorine analyzer at the distribution system point of entry. The following scope of services is provided for professional engineering for the design, permitting, bid, and construction phase services associated with the proposed improvements. It is the Consultant’s understanding that both Ammonia Feed System Improvements projects, for Main and RL Pratt WTPs, will only require one (1) health

department permit since both facilities operate under one (1) PWS number and that both projects will be bid and awarded together to only one contractor. For this reason, permitting, bid, and construction phase services have been split between both Main and RL Pratt WTP's. Should the Village choose to bid or award each project separately to two different contractors, an amendment to this contract will be required.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

TASK 1 – Ammonia Feed System Design

The following tasks will be performed by the CONSULTANT:

- CONSULTANT will visit the WTP site to collect information regarding the existing system including location, dimensions, sizes, usage data, etc. This information will be utilized to prepare the construction drawings.
- CONSULTANT will design the ammonia feed system with the intent to automate ammonia feed rates to be flow paced. CONSULTANT will coordinate with equipment vendors to assist with equipment and material selection.
- CONSULTANT will design ammonia system piping, valves, and appurtenances along with feed panel improvements.
- CONSULTANT will design improvements to include monitoring of monochloramine residual and replacement of the existing total chlorine analyzers.
- CONSULTANT will utilize the services of C&W Engineering for professional electrical engineering services related to the design, permitting, bid, and construction phase of this project.
- CONSULTANT will prepare construction drawings that depict the proposed improvements. Consultant anticipates a total of 18 drawings will be required. The following sheets are anticipated:
 - Cover Sheet (1)
 - General & Phasing Notes (1)
 - Site Plan (1)
 - Mechanical Plan and Section Details (3)
 - Demolition Plan (1)
 - Construction Details (3)
 - Process and Instrumentation Diagrams (2)
 - Electrical and I&C Drawings (~4-6 drawings anticipated)
- CONSULTANT will prepare preliminary construction drawings, technical specifications, and Opinion of Probable Construction Costs (OPCC) for VILLAGE review. Preliminary deliverables are anticipated to be approximately 75%.
- CONSULTANT will attend one (1) review meeting with the VILLAGE. CONSULTANT will prepare and distribute minutes from the meeting. CONSULTANT will implement VILLAGE requested changes into the design and finalize the deliverables.

TASK 2 – Permitting

- CONSULTANT will prepare a limited Preliminary Design Report for use in application of a Specific Permit to Construct PWS Components. No change in feed rates or capacity

are proposed as part of this project.

- CONSULTANT will prepare and submit permit application to construct PWS components to the Palm Beach County Health Department (PBCHD). The permit application fee of \$1,000 is included in this proposal and the Consultant will pay PBCHD directly.
- CONSULTANT anticipates (and will reply to) one (1) round of Requests for Additional Information (RAIs) from the PBCHD.
- CONSULTANT will prepare final release from PBCHD once the proposed improvements under **TASK 4** are completed by the selected Contractor.

TASK 3 – Bidding Services

- CONSULTANT will coordinate with the VILLAGE staff to assist with advertising of the project including front end (contract) review and answer reasonable number of questions.
- CONSULTANT will attend one (1) pre-bid meeting with prospective bidders.
- CONSULTANT will respond to a reasonable number of questions from prospective bidders. CONSULTANT anticipates two (2) rounds of addenda will be issued as part of this project.
- CONSULTANT will review bids for completeness and prepare a review letter that identifies the lowest, most responsive, most responsible bidder.

TASK 4 – Construction Phase Services

- CONSULTANT will attend one (1) pre-construction meeting with VILLAGE staff and the selected Contractor.
- CONSULTANT will review shop drawings for the proposed improvements. CONSULTANT anticipates a total of four (4) shop drawings will be submitted. CONSULTANT anticipates two (2) of these shop drawings will require re-submittal and second review, resulting in six (6) total shop drawing reviews. Additional shop drawing reviews will be considered additional services. CONSULTANT will review and/or take other appropriate action with respect to Shop Drawings and Samples and other data which the selected Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- CONSULTANT will respond to a reasonable amount of Contractor RFI's and issue necessary clarifications and interpretations of the Contract Documents to the VILLAGE as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the VILLAGE.
- CONSULTANT may recommend Work Change Directives, or Change Orders to the Owner and will review and make recommendations related to Change Orders submitted or proposed by the selected Contractor.
- CONSULTANT will visit the site periodically throughout construction and generate field reports to keep the VILLAGE informed of the general progress of the Work. CONSULTANT has budgeted up to twelve (12) site visits necessary for construction oversight, functional testing, and startup of the new ammonia feed system. Construction oversight visits and observations by the CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT'S exercise of professional judgment.

Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether the selected Contractor's work is generally proceeding in accordance with the Contract Documents.

- CONSULTANT will review applications for payment from the Contractor. CONSULTANT anticipates six (6) reviews. Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will review the amounts that the CONSULTANT recommends the selected Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to the VILLAGE, based on such observations and review, that, to the best of CONSULTANT'S knowledge, information and belief, the selected Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents.
- CONSULTANT assumes construction schedule to be approximately one (1) year with approximately five (5) months of active construction. CONSULTANT assumes no progress meeting will be held until construction commences. CONSULTANT assumes the final five (5) months of the project will require monthly progress meetings for a total of five (5) progress meetings. CONSULTANT will take minutes from each progress meeting and distribute to project team.
- CONSULTANT will, after notice from the selected Contractor that it considers the entire Work ready for its intended use, in company with the Owner and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Owner, Consultant considers the Work substantially complete, Consultant will notify the Owner and Contractor.
- CONSULTANT will prepare a punch list of items for the selected Contractor to address prior to project final completion. CONSULTANT will attend one (1) site visit to confirm completion of punch list items.
- CONSULTANT will review contractor furnished record drawing information and operation and maintenance manuals (O&M) as required under the certification of completion. CONSULTANT assumes one (1) O&M will need review. CONSULTANT will review and provide comments on the operation and maintenance manuals and project record drawings submitted by the selected Contractor.
- CONSULTANT will utilize C&W Engineering as a subconsultant for professional services related to electrical engineering construction phase services for this project.
- CONSULTANT will prepare Request for Clearance as required per construction permit for this project. CONSULTANT will coordinate with Palm Beach County Health Department (PBCHD) and perform walk through of project with the department upon completion of the project.

TASK 5 – Project Management

- CONSULTANT will conduct monthly reviews of project progress to evaluate general compliance with approved budget and schedule. This task will also include coordination with both VILLAGE and the Contractor, updates to project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. The CONSULTANT will perform a technical review of deliverables, in accordance with standards, prior to transmitting to

VILLAGE. Under this Task, the CONSULTANT will be responsible for overall coordination and oversight of the project execution.

III. DELIVERABLES

Project deliverables will be in accordance with **Attachment 1**, List of Project Deliverables.

IV. INFORMATION AND SERVICES PROVIDED BY THE VILLAGE

The CONSULTANT assumes that all information provided by the VILLAGE can be relied upon in the performance of professional services. The following information/services shall be provided to the CONSULTANT;

- Record drawing information for the Water Treatment Plant
- Operations Data, SCADA system data, and FDEP Monthly Operations Report (MOR) data

V. SCHEDULE

Upon receipt of Notice-To-Proceed, the CONSULTANT will endeavor to complete the services identified in this Work Authorization within the schedule outlined in **Table 1** below. This schedule assumes a two-week review time for the VILLAGE. Anything more than this review time will impact the overall schedule.

Table 1 - Schedule

	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
TASK 1 – Preliminary Ammonia Feed System Design	90	-
TASK 1 – Final Ammonia Feed System Design	120	210
TASK 2 – Permitting	-	210
TASK 3 – Bidding Services	60	270
TASK 4 – Construction Services	365	635
TASK 5 – Project Management	-	-

IV. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services above.

Task 1 through 5 shall be performed for a total amount of Eighty-Six Thousand and Seven Hundred and Twenty dollars detailed in **Table 2** below and further detailed in **Attachment 2, Staffing Cost Proposal**.

Table 2 – Budget Summary

Description	Total
TASK 1 – Ammonia Feed System Design	\$49,776
TASK 2 – Permitting	\$5,161
TASK 3 – Bidding Services	\$3,009
TASK 5 – Project Management	\$3,923
TOTAL LUMP SUM FEE AMOUNT	\$61,369
TASK 4 – Construction Services	\$25,351
TOTAL HOURLY NOT-TO-EXCEED FEE AMOUNT	\$25,351
TOTAL PROJECT FEE (TASKS 1 – 5)	\$86,720

V. **ASSUMPTIONS**

- Operational, SCADA, and MOR data is available for the past twelve (12) months.
- No survey, Geotech or soft digs of existing utilities are included in this work authorization.
- The construction duration is less than or equal to 1 year.
- Ammonia Feed System Improvements projects for Main and RL Pratt WTPs will only require one (1) health department permit since both facilities operate under one (1) PWS number.
- Ammonia Feed System Improvements projects for Main and RL Pratt WTPs will be bid and awarded together to only one contractor. Should the Village choose to bid or award each project separately to two different contractors, an amendment to this contract will be required.

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 SEPTEMBER 13, 2018, by and between the Village of Palm Springs (“VILLAGE”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

Kimley-Horn and Associates, Inc.

By: 

Print Name: Jason Lee, P.E.

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Print Name: _____

Date: _____

Village Attorney's Office
Approved as to form and legality
by: _____
(Required if over \$25,000)



ATTACHMENT 1

LIST OF PROJECT DELIVERABLES

1. Preliminary Drawings, Specifications, and Engineers Opinion of Probable Construction Cost, paper copies and digital copies in PDF format.
2. Final Design Drawings, Specifications, and Engineers Opinion of Probable Construction Cost, paper copies and digital copies in PDF format.
3. Copies of Permit Applications and any associated RAI. (x1 Permit Application to facilitate both Main and RL Pratt WTPs.)
4. Copies of Permits acquired for the project as noted above.
5. Copies of Addendums.
6. Bid Recommendation Letter. (x1 Bid Recommendation letter to facilitate both Main and RL Pratt WTPs.)
7. Copies of correspondence related to the Project.
8. Copies of inspection reports/photos.



VILLAGE OF PALM SPRINGS

ATTACHMENT 2

STAFFING COST PROPOSAL

RL Pratt WTP Ammonia Feed System Improvements

PROJECT:	VPS RL Pratt Ammonia Feed Improvements							SHEET 1 of 1		
CLIENT:	VPS							FILE NO.		
ESTIMATOR:	Alex Garlaschi							DATE:		01/25/23
DESCRIPTION: See Scope of Services	DIRECT LABOR (MAN-HOURS)									
	Principal	Senior Professional	Project Manager	Professional	Junior Professional	Administrative Support Staff	SUB C&W	EXP FDEP Permit Application Fee	EXP 4.6% KHA Expense Allocation	LINE TOTAL
	TJ	JRL	NB	AG	DC	TC				
Task 1 - RL Pratt WTP Ammonia Feed System Design										
Project Initial Site Visit			4.00	4.00					\$54	\$1,214
Ammonia Feed System Design - Process			5.00	15.00	20.00				\$240	\$5,440
Ammonia Feed System Design - Vendor Coordination			2.00	10.00	25.00				\$215	\$4,875
Ammonia Feed System Design - Mechanical			5.00	15.00	20.00				\$240	\$5,440
Preliminary Plans (x10 sheets KHA)				25.00	60.00				\$487	\$11,062
Preliminary Specs			5.00	20.00	10.00				\$216	\$4,891
Preliminary OPCC			3.00	8.00	10.00				\$127	\$2,872
Review Meeting			1.00	1.00	1.00				\$19	\$429
Finalize Deliverables			5.00	8.00	10.00				\$141	\$3,196
C&W Electrical Engineering Design Services							\$8,500		-	\$8,500
QA/QC	4.00		1.00	4.00	2.00				\$82	\$1,857
Task 2 - Permitting (Fee Split Between Main and Pratt)										
Permit Application & Cover Letter				2.00	4.00				\$35	\$785
Preliminary Design Report			2.00	8.00	4.00				\$87	\$1,957
Response to RAls x2			1.00	4.00	2.00				\$44	\$979
Permit Application Fee (\$1,000 Total)						3.00		\$500	\$10	\$720
QA/QC	1.00								\$10	\$220
Task 3 - Bidding Services (Fee Split Between Main and Pratt)										
Finalize Bid Documents			1.00	2.00	4.00				\$42	\$947
Pre-Bid Meeting			1.00	1.00	1.00				\$19	\$429
Bid Review				6.00	2.00				\$49	\$1,099
Recommendation Letter				2.00	2.00				\$24	\$534
Lump Sum Total=										\$57,446
Task 4 - Construction Phase Services (Hourly Not to Exceed) (Fee Split Between Main and Pratt)										
Pre-Construction Meeting			2.00	2.00					\$27	\$607
Shop Drawing Review - x6 (12 Total)			3.00	12.00	6.00				\$130	\$2,935
Response for Information (RFIs)			1.00	2.00	4.00				\$42	\$947
Progress Meetings - x5 (10 Total)			2.00	8.00					\$64	\$1,454
Progress Site Visits - x10 (20 Total)			2.00	30.00	20.00				\$311	\$7,071
Functional Testing & Startup Site Visits - x2 (4 Total)			3.00	6.00					\$59	\$1,334
Payment Application Review - x6 (12 Total)				3.00	6.00				\$52	\$1,177
O&M Review			1.00	2.00					\$20	\$445
Punch List Generation				2.00					\$13	\$283
Punch List Walk-through - x1 (2 Total)			1.00	4.00					\$32	\$727
PBCHD Clearance				20.00	6.00	1.00			\$161	\$3,651
C&W Electrical Engineering Construction Phase Services							\$4,500		-	\$4,500
QA/QC	1.00								\$10	\$220
CPM Total=										\$25,351
Task 5 - Project Management (Fee Split Between Main and Pratt)										
Project Management and Subconsultant Coordination			6.00	20.00	1.00				\$173	\$3,923
Lump Sum Total=										\$3,923
Tasks 1 - 3, 5	5	0	42	155	178	3	-	-		
LS Contractual Rates	\$210	\$180	\$155	\$135	\$120	\$70	\$8,500	\$500	\$2,314	-
Tasks 1 - 3, 5 Total=										\$61,369
Task 4	1	0	15	91	42	1				
CPM Rates	\$210	\$180	\$155	\$135	\$120	\$70	\$4,500	\$0	\$921	
Tasks 4 Total=										\$25,351
TOTAL FEE=										\$86,720

WORK AUTHORIZATION NO. KH-U17



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **322**

Project Name: RL Pratt WTP Ammonia Feed System Improvements
Department: Utilities
Location: RL Pratt Water Plant

Project Manager: Andrew Klausner
Plan Date: 2/28/23
Date Approved:

DESCRIPTION / JUSTIFICATION:

The VILLAGE owns and operates the RL Pratt Water Treatment Plant (WTP) that utilizes combined chlorine as the Public Water System (PWS) residual disinfectant, by combining ammonia and free chlorine to form chloramines. Chlorine in the form of sodium hypochlorite is injected upstream of the filters to achieve a free chlorine residual in the filter effluent prior to the injection of anhydrous ammonia located at the filter effluent structure, downstream of the existing free chlorine analyzer. The feed rate of sodium hypochlorite and anhydrous ammonia requires careful control and operation to allow an adequate free chlorine residual is maintained prior to anhydrous ammonia feed point and an adequate anhydrous ammonia feed rate is being utilized during the chloramination process to form monochloramines. The current system is near the end of its useful life and the VILLAGE desires to replace the existing system with newer technology to better control anhydrous ammonia feed rates utilizing flow paced feed control, add a monochloramine analyzer downstream of the ammonia injection point to monitor the chloramination process, and replace the existing total chlorine analyzer at the distribution system point of entry.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	86,720.00						\$ 86,720.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 86,720.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 86,720.00

SOURCES OF FUNDS:	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	TOTAL
General Fund Revenue CY							\$ 0.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues	250,000.00						\$ 250,000.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 250,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 250,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 163,280.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 163,280.00

Jimmie Johnson

Department Head

2/28/23

Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Kimley-Horn & Associates, 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 Village 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 Matthew Tebow, 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

Kimley-Horn
Attn: Matthew Tebow
1920 Wekvia Way, Suite 200
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:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall

be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

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.

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:

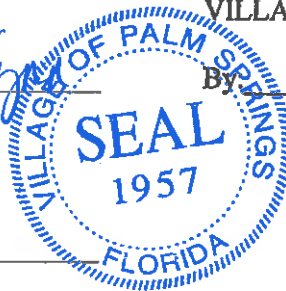
- (a)** Keep and maintain public records required by the Village to perform the service.
- (b)** Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at 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.

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 M. Glyn
Village Clerk



VILLAGE OF PALM SPRINGS

By: [Signature]
Mayor

Approved as to Form: [Signature]

Village Attorney

WITNESSES:

Kimley-Horn & Associates, Inc.

[Signature]
NATHAN TEBOW
(Name Printed or Typed)

By: [Signature]
Associate

[Signature]
THOMAS C. [Signature]
(Name Printed or Typed)

State of Florida
County of Palm Springs

BEFORE ME, the foregoing instrument, this ____ day of _____, 20__, was acknowledged by _____, 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 ____ day of _____, 20__.

(SEAL)

Notary Public
My Commission Expires:

Exhibit A



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

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

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated DATE between the Village of Palm Springs ("VILLAGE"), and CONSULTANT NAME ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

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

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

Table X
Budget Summary

Description	Total
TOTAL	

VI. **ASSUMPTIONS**

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated MONTH DAY, 2018, by and between the Village of Palm Springs ("VILLAGE") and CONSULTANT NAME ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

Exhibit B



**UTILITIES ENGINEERING PROJECTS
RATE SCHEDULE ***

<u>CATEGORY</u>	<u>\$ / HR</u>
PRINCIPAL	\$210
SENIOR PROFESSIONAL	\$180
PROJECT MANAGER	\$155
PROFESSIONAL	\$135
JUNIOR PROFESSIONAL	\$120
ANALYST	\$105
SENIOR CAD DESIGNER	\$120
SENIOR TECHNICAL SUPPORT	\$115
CONSTRUCTION PROJECT REPRESENTATIVE	\$95
CAD DESIGNER	\$90
SUPPORT STAFF	\$80
ADMINISTRATIVE SUPPORT STAFF	\$70

*Rates are valid for 3 years from the contract date. Rates are applicable to general services utility projects.

*Revisions will be based on the Consumer Price Index (CPI) for the following year.

*Subconsultants – Cost

*Mileage outside of County – per mile at current IRS rate

*Postage and Reproduction – Included in hourly rates

Kimley»Horn

Principal (\$210)

Considered a regional expert in a specialized discipline of engineering. Provides highest level of QA/QC and engineering design leadership for the most complex projects.

Minimum Years of Experience: 25

Licensure: Professional Engineer

Senior Professional (\$180)

Responsible for the most complex technical designs and has QA oversight for the entire project. Provides a higher level of expertise in specialized areas.

Minimum Years of Experience: 20

Licensure: Professional Engineer

Project Manager (\$155)

Taking leadership and ownership of projects or significant project tasks. Responsible for direct client interface on questions of technical nature. Has significant coordination responsibility for projects and/or various engineering disciplines. Coordinates and leads project teams.

Minimum Years of Experience: 10

Licensure: Professional Engineer

Professional (\$135)

Performs calculations and design tasks with general guidance and minimal supervision. Coordinates and leads specific project tasks.

Minimum Years of Experience: 5

Licensure: Professional Engineer

Junior Professional (\$120)

Performs calculations and design tasks with general guidance and periodic supervision.

Years of Experience: 3-5 years

Licensure/Certification: Engineer Intern

Analyst (\$105)

Performs calculations and design tasks under daily supervision.

Years of Experience: 0-3 years

Licensure/Certification: Engineer Intern



Senior CAD Designer (\$120)

Performs many of the less complex tasks with significant independence; works with clients to ensure that deliverables will be properly formatted and all data can be exchanged efficiently. Prepares complete set(s) of complex drawings.

Minimum Years of Experience: 10

Senior Technical Support (\$115)

Responsible for handling, organizing, and reviewing administrative documentation associated with construction or other services. Determines compliance with building codes, ordinances, regulations and contract documents.

Minimum Years of Experience: 10

Construction Project Representative (\$95)

With routine supervision, evaluates construction projects. Determines compliance with building codes, ordinances, regulations and contract specifications.

Minimum Years of Experience: 5

CAD Designer (\$90)

Performs standard CAD assigned duties. Detailed instruction provided only on new work assignments.

Years of Experience: 0-10 years

Support Staff (\$80)

Integrated with the technical production process and is relied on to understand the needs of the project team and apply skill set to areas of need without being instructed to do so.

Minimum Years of Experience: 5 years

Administrative Support Staff (\$70)

Responsible for handling and organizing administrative documentation associated with projects.

Years of Experience: 0-5 years

Exhibit C



Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #9: Approve Change Order No. 3 - Vacuum Station No. 1 Safety Improvements (Task Order No. 240, No. 266, No. 278) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.

SUMMARY: On July 8, 2021, the Village Council approved Task Order No. 240, No. 266, No. 278 with Hinterland Group, Inc. for construction services for the Vac Station No.1 Safety Improvements Project for the amount of \$472,600.00.

During the permitting process of construction, the County Building Department requested a revised site plan with a new easement for the new generator pad location. Several questions arose from the review as to meeting accessibility requirements and required setbacks. The process to clear up that this was a Utility building and that improvements consisted of only adding a stairwell and a new emergency generator delayed the job over a year. The initial NTP was dated August 23, 2021. The permit was finally obtained from the County on January 23, 2023.

Note: This is the second time extension request by the Contractor, Hinterland Group, Inc., on this project.

The Village's contracted engineer, CHA Consulting, Inc. and the Utilities department are requesting an amendment to the contract for Task Order No. 240, 266, 278 (Change Order No. 3) in the amount of \$0.00 for additional construction services (at this time) and to extend the project completion date by an additional 222 calendar days (total current contract time from 530 days to 752 days):

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Contract Amount	\$472,600.00	240 days
Approved CO No. 1 & CO No. 2	-\$51,549.95	290 days
Proposed CO No. 3	<u>\$0.00</u>	<u>222 days</u>
Revised Contract Amount	421,050.05	752 days

If approved, the total cost of the Vacuum Station NO. 1 Safety Improvements Project within Task Order No. 240, No. 266, No. 278 will remain at \$421,050.05 and the total contract time will be increased to 752 days.

If approved, it is estimated that the proposed Vacuum Station #1 Safety Improvements Project will be completed by September 14 of 2023.

FISCAL IMPACT:

There is no fiscal impact on the Village with this request.

ATTACHMENTS:

1. Change Order #1 (Executed) - Vacuum Pump Station No 1 Improvements-Generator Credit_20220421
2. Change Order #2 (Executed) - Vacuum Pump Station No 1 Improvements-Time Extension_20220422
3. Change Order #3 (Signed) - Vacuum Pump Station No 1 Improvements-Time Extension
4. HG Letter - VPSVPS-004 - Notice of Delays - Zoning Permit_CHA Comments
5. Executed Services Agreement Hinterland Group-Vac Sta No 1-Const Svcs

Change Order No. 1

Date of Issuance: April 21, 2022

Owner: Village of Palm Springs

Contractor: Hinterland Group

Engineer: Eckler Engineering

Project: Vacuum Pump Station No 1 Improvements

Effective Date:

Owner's Task Order No.: 266

Contractor's Project No.:

Engineer's Project No.: 400-089.01

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

Description: Contract deduct for Generator equipment credit (Generac) and costs associated with generator installation.

Attachments: Hinterland COP #3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 472,600.00 (\$111,100.00 - TO #266)	Original Contract Times Substantial Completion: 3/21/2022 Ready for Final Payment: 4/20/2022 dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 472,600.00 (\$111,100.00 - TO #266)	Contract Times prior to this Change Order: Substantial Completion: 3/21/2022 Ready for Final Payment: 4/20/2022 dates
[Increase] [Decrease] of this Change Order: \$ -51,549.95	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: \$ 421,050.05 (\$59,550.05 - TO #266)	Contract Times with all approved Change Orders: Substantial Completion: 3/21/2022 Ready for Final Payment: 4/20/2022 days or dates
RECOMMENDED: By: <u>Chris D. Davis</u> Engineer (if required) Title: Engineer - Eckler Engineering Date: April 22, 2022	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Title: <u>Mayor</u> Date: <u>June 9, 2022</u> By: <u>[Signature]</u> Contractor (Authorized Signature) Title: <u>Project Director - H6</u> Date: <u>5/3/22</u>



Village of Palm Springs

Executive Brief

AGENDA DATE: June 9, 2022

DEPARTMENT: Utilities

ITEM #2: Approve Change Order No. 1 and Change Order No. 2 - Vacuum Pump Station No. 1 Improvements Project (Task Order No. 240, Task Order No. 266, and Task Order No. 278) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.

SUMMARY: On July 8, 2021, the Village Council approved Task Order (Task Order No. 240, Task Order No. 266, and Task Order No. 278) with Hinterland Group, Inc. for construction services for the Vacuum Pump Station No. 1 Improvements Project for \$472,600.00. During the submittal phase of construction, the Contractor submitted a generator (Generac) as an alternate equal to the specified generator. The engineer of record, Eckler Engineering, determined the generator did not meet all the specifications after their review. The Contractor could not obtain a quote from Caterpillar, the specified generator brand; therefore, their bid price included a quote from Generac. After consulting with Eckler Engineering, the Village decided that in the interest of the Village, it was best to take credit from Hinterland for the generator included in the bid, plus all associated labor and materials costs (Change Order No.1). The Contractor will continue to provide all the other associated items like the concrete slab and the automatic transfer switch so that a permanent generator can be installed later.

The pump station will still operate as intended without the emergency generator and will still have a portable generator connection in case of power loss.

The Contractor experienced delays with getting a permit from Palm Beach County Building Department that impacted their actual start time. There was also a delay with the auto shop owner where the vacuum station is currently located when getting him to sign and execute the easement agreement for the vac station where the generator pad would get installed. In addition, the manufacturer of one of the electrical components has indicated that there is a long lead time to receive an electrical panel that should arrive towards the end of the calendar year. Change Order No. 2 is requested to provide the Contractor with an extension of 290 additional days (530 days total).

Eckler Engineering and the Public Service Department recommend the approval of Change Order No. 1 (Task Order No. 266), for a credit of \$51,549.95 for the value of the bid generator (Generac), and Change Order No. 2 (Task Order No. 240, Task Order No. 266, and Task Order No. 278), to extend the project contract time an additional 290 calendar days (total contract time from 240 days to 530 days):

Work to be Completed	Contract Amount	Contract Time
Original Contract Amount	\$472,600.00	240 days

Vacuum Pump Station No 1 Improvements CO #1	-\$51,549.95	0 days
Vacuum Pump Station No 1 Improvements CO #2	<u>\$0.00</u>	<u>290 days</u>
Revised Contract Amount	\$421,050.05	530 days

The total cost of the Vacuum Pump Station No. 1 Improvements project within Task Order No. 240, Task Order No. 266, and Task Order No. 278 will decrease to \$421,050.05, and the contract time will increase to 530 days total.

The Vacuum Pump Station No. 1 Improvements project is estimated to be completed by February 2023.

Change Orders No. 1 and No. 2 were prepared by Hinterland Group and reviewed by the Village's Engineer, Eckler Engineering, Engineer of record, the Interim Public Service Director, the Public Service Administrator, the Public Service Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the Vacuum Pump Station No. 1 Improvements Project (Task Order No. 240, Task Order No. 266, and Task Order No. 278) was provided by the Water & Sewer Enterprise Fund.

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

An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Change Order No. 1 – Hinterland Group
2. Proposed Change Order No. 2 – Hinterland Group
3. Fiscal Impact
4. Executed Agreement - Hinterland Group.

Change Order No. 2

Date of Issuance: April 22, 2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 240, 266, 278

Contractor: Hinterland Group

Contractor's Project No.:

Engineer: Eckler Engineering

Engineer's Project No.: 400-089.01

Project: Vacuum Pump Station No 1 Improvements

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

Description: Contract time extension due to permitting and materials delays

Attachments: Hinterland COP #2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 472,600.00	Original Contract Times Substantial Completion: <u>3/21/2022</u> Ready for Final Payment: <u>4/20/2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ -51,549.95	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 421,050.05	Contract Times prior to this Change Order: Substantial Completion: <u>3/21/2022</u> Ready for Final Payment: <u>4/20/2022</u> dates
[Increase] [Decrease] of this Change Order: \$ 0.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>290</u> Ready for Final Payment: <u>290</u> days
Contract Price incorporating this Change Order: \$ 421,050.05	Contract Times with all approved Change Orders: Substantial Completion: <u>1/5/2023</u> Ready for Final Payment: <u>2/6/2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner Authorized Signature	Contractor (Authorized Signature)
Title: <u>Engineer - Eckler Engineering</u>	Title: <u>Mayor, Beverly Smith</u>	Title: <u>Project Director - HG</u>
Date: <u>May 3, 2022</u>	Date: <u>June 9, 2022</u>	Date: <u>5/13/22</u>

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER. The effective date of this Change Order is the date it is approved by the OWNER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the second page of this Change Order).


Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 2
to the Vacuum Pump Station No 1 Improvements Project on June 9, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

By: 

Beverly Smith, Mayor

ATTEST:


Kimberly Wynn, Village Clerk



Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney



March 24, 2023
400-089.03

(Sent via email to crogers@hinterlandgroup.com)

Mr. Chase Rogers
Hinterland Group
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Dear Mr. Rogers:

Reference: Change Order Request No. 3
Vacuum Pump Station No. 1 Improvements
Task Order Number: 266

Attached is Change Order Request Number 3 for the above referenced project. Change Order Request Number 3 increases the contract time for the project due to permitting delays.

Please review the enclosed documents and have the appropriate Hinterland Group, Inc. personnel sign where indicated for Contractor at the lower right of the Change Order document and initial on page 2. Once you have completed your review and these documents have been signed, return a scanned, color copy to our office. We will forward the documents to the Village for their review and approval.

If you have any questions or require additional information pertaining to this project, please do not hesitate to contact me.

Sincerely,

Doug Hammann, P.E.

Encl.

cc: Walter Sanchez, Village of Palm Springs

Y:\Documents\Village\400-089.03 Vacuum Pump Station No.1 Improvements - SDC\Change Orders\Change Order No. 3 - Time Extension_Price increase\To Hinterland

Change Order No. 3

Date of Issuance: March 23, 2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 240, 266, 278

Contractor: Hinterland Group

Contractor's Project No.:

Engineer: CHA Consulting, Inc.

Engineer's Project No.: 400-089.01

Project: Vacuum Pump Station No 1 Improvements

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

Description: 2nd Contract time extension due to permitting and materials delays.

Attachments: Hinterland COP #004. Additional costs will be captured in a future change order.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>472,600.00</u>	Original Contract Times Substantial Completion: <u>3/21/2022</u> Ready for Final Payment: <u>4/20/2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$ <u>-51,549.95</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>290</u> Ready for Final Payment: <u>290</u> days
Contract Price prior to this Change Order: \$ <u>421,050.05</u>	Contract Times prior to this Change Order: Substantial Completion: <u>1/5/2023</u> Ready for Final Payment: <u>2/6/2023</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>222</u> Ready for Final Payment: <u>222</u> days
Contract Price incorporating this Change Order: \$ <u>421,050.05</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>8/15/2023</u> Ready for Final Payment: <u>9/15/2023</u> days or dates

RECOMMENDED:
By: [Signature]
CHA - EOR (if required)
Title: PROJECT TEAM LEADER
Date: 3-24-2023

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: PROJECT DIRECTOR
Date: 3/27/23

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER. The effective date of this Change Order is the date it is approved by the OWNER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the second page of this Change Order).


Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 3
to the Vacuum Pump Station No 1 Improvements Project on _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

Kimberly M. Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney



March 17nd, 2023

VPSVPS-004

CHA Consulting, Inc.
4700 Riverside Dr., Suite 110
Coral Springs, FL 33067

Attn: Stephanie Bortz, Project Manager

RE: PALM SPRINGS VACUUM PUMP STATION 1 IMPROVEMENTS
HGI Project No. 21-0124-00

Subject: Vacuum Pump Station – Time Extension Request – Zoning Permit Issues

To whom it may concern,

We are hereby submitting this letter as a formal request for a time extension for the reasons listed and described below.

Due to the issues encountered in obtaining the zoning permit that caused a delay of approximately one year in the approval of the building permit. The approval of the building permit was conditioning the final approval of the stair shop drawings, causing the stair order to be delayed.

We understand that due to the aforementioned factors, the time of the contract must be extended for ~~512 calendar days~~ and the final completion date must be set for September 13, 2023.

222 calendar days

Should any further information be needed please feel free to contact us.

Sincerely,

Kervin Flores-Garcia
Project Manager
Hinterland Group Inc.

SECTION 00520
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator and, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Vacuum Pump Station No. 1 Improvements.**

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: ~~\$472,600.00~~

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	Not Applicable				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ N/A

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

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
~~\$472,600.00~~
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the ~~20th~~ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ~~100~~ percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less ~~200~~ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface *conditions at or adjacent to the Site and all drawings of physical conditions relating to* existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a.  (pages  to , inclusive).

- b. [REDACTED] (pages [REDACTED] to [REDACTED], inclusive).
 - c. [REDACTED] (pages [REDACTED] to [REDACTED], inclusive).
- 5. General Conditions (pages 1 to 65, inclusive).
- 6. Supplementary Conditions (pages 1 to 10, inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual, dated April 1, 2021.
- 8. Drawings (not attached but incorporated by reference) consisting of 39 sheets with each sheet bearing the following general title: Vacuum Pump Station No. 1 Improvements, dated April 1, 2021.
- 9. Addenda (numbers [REDACTED] to [REDACTED], inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [REDACTED] to [REDACTED], inclusive).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

10.06 *Indemnity*

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

- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

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

10.08 *Office of the Inspector General*

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

10.09 *Public Records*

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

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

IF THE CONTRACTOR 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.

10.10 Insurance

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

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

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

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
 - a. General Aggregate \$2,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence \$1,000,000
(Bodily Injury and Property Damage)
3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:
 - Each Person \$500,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Incident \$1,000,000
4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000
5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
 - a. Contractor's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000
6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.11 *Audit By Village*

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

10.12 *Copies of Data/Documents*

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

10.13 *Ownership*

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

10.14 *Limitations of Liability*

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

10.15 *Enforcement Costs*

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

10.16 *Copyrights and/or Patent Rights*

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

10.17 *Protection of Property*

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

10.18 *Damage to Persons or Property*

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

10.19 *Discrimination*

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

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

10.21 *Public Entity Crimes*

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

convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.22 *Scrutinized Companies*

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.23 *E-Verify*

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
 - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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

This Agreement will be effective on 8/12/21 which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR: Hinterland Group Inc.

By:

Title: President

Attest:

Title: Village Clerk

Attest:

Title: Notary Public

Approved
as to
Form:

Title: Village Attorney



Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

2051 W. BLUE HERON BLVD

RIVIERA BEACH, FL 33404

License No.:

(where applicable)



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #10: Change Order No. 1 – SCADA System Upgrades R.L. Pratt Water Treatment Plant (Task Order No. 226] – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - CHA Consulting, Inc. (Formerly known as Eckler Engineering, Inc.)

SUMMARY: On October 12, 2021 the Village Council approved Task Order No. 226 with CHA Consulting, Inc. for SCADA System Upgrades R.L. Pratt Water Treatment Plant for the amount of \$93,965.70.

The original SCADA System Improvements completed at the R.L. Pratt Water Treatment Plant were designed for future networking and incorporation of the onsite control systems. This project proposes to integrate the existing control systems into the existing SCADA system. The SCADA System Upgrade at this facility was previously designed along with the work recently completed at the Main WTP.

This engineering scope revision will cover the work required to update the Bid Documents, finalize the design/bid/award phase and provide engineering services during construction.

The Village's contracted engineer, CHA Consulting, Inc. and the Utilities department are requesting an amendment to the contract for Task Order No. 226 (Change Order No. 1) of \$188,320.95 increase and an extension of 687 days for the additional services.

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Contract Amount	\$93,965.70	N/A
Proposed CO No. 1	<u>\$188,320.95</u>	<u>687 days</u>
Revised Contract Amount	\$282,286.65	687 days

If approved, the total cost of the SCADA System Upgrades R.L. Pratt Water Treatment Plant within Task Order No. 226 will increase to \$282,286.65 and the total contract time will be increased to 687 days.

If approved, it is estimated that the SCADA System Upgrades R.L. Pratt Water Treatment Plant will be completed by February 28, 2025.

The proposed Change Order No. 1 was prepared by CHA Consulting, Inc. and reviewed by the Assistant Village Manager, the Utility Director, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:

An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the General Fund and the Water & Sewer Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed CO No. 1 - SCADA System Upgrades R.L.Pratt WTP Scope Revision Request - CHA (Eckler) Consulting Inc.

January 23, 2023
400-000.BD

Mr. Paul Ward
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Ward:

Reference: Engineering Scope Revision No. 1 – **2nd DRAFT**
 Design and Construction Phases for the
 SCADA System Upgrades R.L. Pratt Water Treatment Plant
 Eckler Engineering Task Order No. 227 (Rev 1)

Enclosed is Engineering Scope Revision No. 1 for the above referenced project. This engineering scope revision covers finalizing the April 14, 2020, drawings and specifications for the R. L. Pratt WTP SCADA Upgrades, bidding/award, and engineering services during construction.

Eckler Engineering proposes to provide final design phase services on an hourly rate plus direct expenses basis not to exceed **\$75,249.60** without the additional authorization of the Village Council, and the engineering services during construction on an hourly rate plus direct expenses basis not to exceed **\$113,071.35** without the additional authorization of the Village Council.

If this engineering scope revision meets with your approval, please coordinate placing on the next available Village Council Agenda. Following Council approval, please return one executed copy and the necessary Village of Palm Springs purchase order to our office approving Authorization to Proceed.

Eckler Engineering looks forward to the opportunity of continuing to provide professional engineering services to the Village of Palm Springs on this project. If you have any questions or require additional information pertaining to this Work Authorization, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.

Encl.



ENGINEERING SCOPE REVISION

Project:	SCADA System Upgrades R. L. Pratt WTP	Client:	Village of Palm Springs
EI Project No:	400-077.01	Contact:	Paul Ward
Revision No:	1	Date:	January 11, 2023

Nature of Revision:

This Engineering Scope Revision covers work required to update and finalize the drawings and specifications for bid, complete all design phase requirements and provide Engineering services during construction. Specifically, the following items shall be added:

1. See attached.

Scope of Services:

1. See attached.

Original Engineering Design Fee:		Original Time:	
Task Order #226	\$93,965.70	N/A	-
Previous Revisions:	\$0.00	Previous Revisions:	0 Days
This Revision:	\$188,320.95	This Revision:	687 Days
Revised Fee:	\$282,286.65	Revised Time:	687 Days
Approved by:	Accepted by:		
 Douglas K. Hammann, P.E. Project Manager Eckler Engineering, Inc.	 Paul Ward Project Manager Village of Palm Springs		

Attachments:

- ☒ Revision Fee Breakdown ☒ Other: (Engineering Scope Revision No. Memorandum)
- ☐ Revised Schedule

Y:\Documents\Village\400-000.BD\Task Orders\TO 226 RLP WTP SCADA Bid Documents Update\Pratt SCADA Eng Scope Rev 1\TO#226 Engineering Scope Revision 1.docx

Celebrating Service to South Florida Since 1985



VILLAGE OF PALM SPRINGS
R.L. PRATT WTP SCAADA UPGRADE
VILLAGE TASK ORDER NO. 226
Engineering Scope Revision No. 1

I. PROJECT DESCRIPTION

The original SCADA System Improvements completed at the R. L. Pratt Water Treatment Plant were designed for future networking and incorporation of the onsite control systems. This project proposes to integrate the existing control systems into the existing SCADA system.

The SCADA System Upgrade at this facility was previously designed along with the work recently completed at the Main WTP. This engineering scope revision will cover the work required to update the Bid Documents, finalize the design/bid/award phase and provide engineering services during construction.

R. L. PRATT WTP

A. The SCADA system upgrade at this facility, will address the following:

1. New remote input/output (I/O) panel(s) at various locations to interface with existing field instruments and control panels. Remote I/O panel(s) are recommended at the following locations:
 - Existing plant main control panel located on 2nd floor of control building. This location will be modified to interface with plant process areas inclusive of: Spiractors, chemical feed systems (lime and hexametaphosphate), chlorine contact basin residual meter, contact basin transfer pumps, normal/emergency power systems and finished water storage.
 - ATS/MCC Area to monitor normal and emergency power functions.
1. New control panel and remote telemetry unit (RTU) at the plant site Sanitary Lift Station.
2. Remove existing Sodium Hypochlorite system control panel and replace with new panel designed for current equipment operation and new PLC. This panel will also be configured to support improvements similar to those underway at the main WTP.
3. Removal of obsolete PLC equipment and replacement with Allen Bradley

ControlLogix or Micrologix PLCs at the following locations:

- Main pump control panel (MPCP).
 - High service pump control panel.
 - MIEX area control panel (communication coordination only).
 - MIEX transfer control panel.
4. New SCADA computer servers (one primary and one hot backup), Fiber Optic Ethernet switch to connect each remote PLC, two operator workstation(s) (workstations shall consist of screen, keyboard and mouse), 60-inch overview wall monitor, remote monitor screen in Lab, updated Trihedral VT SCADA software, and a new SCADA control system console furniture and accessories.
 5. New panel-mounted industrial PCs to allow for HMI access to the plant-wide SCADA system at the following locations:
 - MCP remote I/O panel.
 - Filtration system control panel(s).
 - MIEX transfer control panel.
 7. Remove existing filter control panels and furnish and install new filter panels with PLCs.
 8. New Fiber Optic Ethernet data transmission raceways from the remote I/O panels and PLC panels. These fiber raceways will provide Ethernet communication from all of the various devices to the central SCADA server systems located in the 2nd floor control building SCADA control room.
 9. Migration of all PLC programs and all additional programming requirements necessary for a complete functional SCADA system. This includes programming of all new PLCs, the central SCADA computer system databases and HMI screens. The proposed industrial panel-mounted PCs will replicate the HMI interface screens of the main SCADA computers inclusive of all plant-wide facilities and wellfield operations.
 10. Other SCADA system related improvements to conform with the system recently completed at the Village Main WTP.

II. SCOPE OF SERVICES

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

A. DESIGN PHASE

The Design Phase will include the following services:

TASK D1 - PROJECT ADMINISTRATION/MANAGEMENT

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

TASK D2 - DATA GATHERING AND PRELIMINARY COORDINATION

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

1. Visit the site and review pertinent features that may impact design and/or construction.
2. Collect existing facility's data including field conditions, access, and other information needed to complete the design.
3. Meet with appropriate VILLAGE staff to discuss the project requirements.
4. Meet with Main WTP SCADA System installer/integrator and gather "lessons learned" information that applies to the proposed R. L. Pratt WTP SCADA System.
5. Coordinate project design and system equipment requirements with sub-CONSULTANT(s).

TASK D3 - PRELIMINARY DESIGN REPORT

This task not required. The design conditions are currently known and defined.

TASK D4 - DRAWINGS AND ENGINEERING

This task consists of the engineering and the updating of plans necessary to construct this project. The CONSULTANT will update drawings the drawings originally prepared for this project. The tentative list of drawings to be updated for this project is presented in ATTACHMENT 1.

TASK D5 - SPECIFICATION PREPARATION

1. Update Village Standard EJCDC Contract Forms, Bidding Documents and Contract Conditions required for this project.
2. Update the technical specifications previously prepared for this project Divisions 1 through 16. A tentative list of specification sections to be updated for this project is presented in ATTACHMENT 2.

TASK D6 - PREPARE OPINION(S) OF PROBABLE CONSTRUCTION COST

Prepare the 90%, 100% and final completion level(s) opinion of probable construction cost for new facilities and improvements proposed under this project.

TASK D7 - SUBMIT AND REVIEW (QUALITY CONTROL)

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

1. 90% Drawings and Specifications
2. 100% Drawings and Specifications
3. Final Drawings and Specifications

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

A total of three (3) meeting(s) with the VILLAGE is the level of effort for this Task.

TASK D8 - PERMIT PREPARATION ASSISTANCE

This task consists of the preparation of the following construction permit application submittals:

1. No regulatory permits are anticipated. Work required does not impact Part III per FAC 62-555.520. (1). (d).10. Notification to the Department per Rule will be provided.

Any additional permits required beyond the above will be considered as outside the scope of this proposal.

TASK D9 - BIDDING ASSISTANCE SERVICES

This task will include work necessary to assist the VILLAGE with the bidding of the project. This work may include the following:

1. Coordination of VILLAGE bid requirements followed by preparation of electronic bid documents for distribution by the Village Clerk's office. Bidding documents shall be in Adobe .pdf format.
2. Respond to communications from Bidder's, and issue addenda information as required.
3. Attend the prebid meeting and prepare/distribute minutes to registered plan holders.
4. Attend the bid opening and tabulate the bids provided by interested bidders.

TASK D10 - BID EVALUATION AND RECOMMENDATION OF AWARD ASSISTANCE

This task shall consist of the review and evaluation of the bids and the recommendation of a bidder for award of a contract. A recommendation of award letter shall be prepared and submitted to VILLAGE.

B. CONSTRUCTION PHASE

TASK C1 – PROJECT ADMINISTRATION/MANAGEMENT

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

TASK C2 - PRECONSTRUCTION ACTIVITIES PRIOR TO NOTICE TO PROCEED

After issuance of a Notice of Award by VILLAGE, assist in the preparation and signing of the Contract Documents. The CONSULTANT will also undertake other preconstruction activities which include coordinating, attending, preparing minutes of the preconstruction conference meeting and assisting the Contractor in finalizing the permits required for the construction of this project by providing the required number of signed/sealed drawing sets.

TASK C3 - CONSULT AND ADVISE

Provide technical advice and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or Contractor by responding to RFI's, RFP's or other documentation.

TASK C4 - REVIEW SHOP DRAWINGS

Review Shop Drawings and samples, the results of tests and inspections, and other data submitted by the Contractor in accordance with the Contract Documents. A total of twenty-five (25) submittals is the estimated basis for this item's budget.

TASK C5 - REVIEW PAY REQUESTS AND SCHEDULES

Review estimated twelve (12) monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative(s), and the CONSULTANT prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through completion.

TASK C6 - PERFORM PERIODIC AND MILESTONE INSPECTIONS

CONSULTANT will make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits. It is anticipated that there will be a total of four (4) visits.

Perform inspections to determine that the project has achieved substantial completion and readiness for final acceptance and that the work has been completed in general conformance with the Contract Documents to certify completion of construction to permitting agencies, where applicable. Four (4) such site visits are anticipated.

CONSULTANT shall attend up to three (3) days of Factory Acceptance Testing (FAT) of completed SCADA system and field panels. FAT will take place at the SCADA System provider's panel assembly/fabrication facility.

TASK C7 - PROGRESS MEETINGS

Attend six (6) monthly construction related progress meetings. CONSULTANT shall schedule, preside over, and generate/distribute minutes of these meetings. The purpose of these meetings is to formally coordinate the activities of the CONTRACTOR and VILLAGE to resolve any conflicts and to review work progress and procedures required to satisfactorily complete the work.

TASK C8 - CONTRACT MODIFICATIONS AND ALLOWANCE AUTHORIZATIONS

Develop the necessary data, notes and clarification drawings required to prepare contract modifications to reflect adjustments to the construction project. Two (2) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

Develop the necessary data, notes, documentation and clarification drawings required to prepare allowance authorizations to reflect adjustments to the construction project. Two (2) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

TASK C9 - PROJECT CLOSEOUT

CONSULTANT shall complete the following project closeout requirements:

1. CONSULTANT shall prepare record drawings based on Contractor's field data (for each facility).
2. CONSULTANT shall submit record documents to VILLAGE.
3. CONSULTANT shall attend the final project reconciliation meetings with VILLAGE and CONTRACTOR.
4. CONSULTANT shall prepare final contract reconciliation change order based on final project accounting of cost and time.
4. CONSULTANT shall review Contractor's project closeout documents per requirements of the contract documents. CONSULTANT shall submit approved project closeout documents to VILLAGE.

TASK C10 - REGULATORY AGENCY DOCUMENTATION AND PROJECT CLOSEOUT SUBMITTALS

Project services in connection with preparing acknowledgment of Final Completion construction submittals with record drawings to the following agencies.

1. Palm Beach County Building Department

TASK C11 - SPECIAL SERVICES

The CONSULTANT shall provide special services during construction consisting of the following items:

Resident Services

To monitor that project is constructed in complete conformance with the Contract Documents.

Services which will be provided by the CONSULTANT's resident project representative will consist of the following:

Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Construction Contract Documents.

1. Observe any tests and review the results of tests required of the Contractor by the Contract Documents.
2. Observe the placement of reinforcing steel and all concrete pours. Observe the construction of all piping and equipment placement.
3. Assist with commissioning, startup and check out the operation of all new equipment and control systems.
4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.
5. In order to estimate the efforts of the CONSULTANT's project representative, it is anticipated that a person would need to visit the project site thirty-eight (38) times, approximately 4 hours per visit.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 4.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Engineering Scope Revision within the schedule outlined in Attachment 3.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services as outlined below and further detailed in Attachments 5 and 6.

A. DESIGN PHASE

1. For services described in Part II. A. - Design Phase, Tasks D1 through D10, the current hourly rates per Professional Services Agreement (Engineering Services) dated September 13, 2018, for personnel working directly on the project plus direct expenses in connection therewith, not to exceed fee **\$75,249.60.** without prior Council approval. CONSULTANT will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. CONSULTANT reserves the right to reallocate fee from task to task as needed for the proper completion/execution of the work covered by this scope Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE..

B. CONSTRUCTION PHASE

1. For services described in Part II. B. - Construction Phase, Tasks C1 through C11, the current hourly rates per Professional Services Agreement (Engineering Services) dated September 13, 2018, for personnel working directly on the project plus direct expenses in connection therewith, not to exceed fee **\$113,071.35.** without prior Council approval. CONSULTANT will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. CONSULTANT reserves the right to reallocate fee from task to task as needed for the proper completion/execution of the work covered by this scope. Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE.

VI. ASSUMPTIONS

This Engineering Scope Revision does not include the provision of the following items:

- A. Payment of permit fees.
- B. Any expert witness or testimony services.
- C. Services not specifically indicated in this Engineering Scope Revision.

This Engineering Scope Revision assumes the following data or assistance will be provided by VILLAGE:

- A. Attendance at project meetings.
- B. General project review, where required.

- C. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.
- D. Facility access and other project related information requested by CONSULTANT.

(Remainder of page left blank intentionally.)

ATTACHMENT 1

**ENGINEERING SCOPE REVISION NO. 1
TASK ORDER NUMBER 226
SCADA SYSTEM UPGRADES
R. L. PRATT WATER TREATMENT PLANT
TENTATIVE LIST OF DRAWINGS**

I. R. L. PRATT WTP

Drawing Sheet No. Title

Drawings prepared under Task Order Number 226, will be updated per the requirements of this Engineering Scope Revision.

(Remainder of page left blank intentionally.)

ATTACHMENT 2

**ENGINEERING SCOPE REVISION NO. 1
TASK ORDER NUMBER 226
SCADA SYSTEM UPGRADES
R. L. PRATT WATER TREATMENT PLANT**

TENTATIVE LIST OF SPECIFICATIONS

<u>SECTION NO.</u>	<u>TITLE</u>
---------------------------	---------------------

Specifications prepared under Task Order Number 226, will be updated per the requirements of this Engineering Scope Revision.

(Remainder of page left blank intentionally.)

ATTACHMENT 3

**ENGINEERING SCOPE REVISION NO. 1
TASK ORDER NUMBER 226
SCADA SYSTEM UPGRADES
R. L. PRATT WATER TREATMENT PLANT
PRELIMINARY PROJECT SCHEDULE**

<u>Activity</u>	<u>Duration (Days)</u>	<u>Cumulative Time (Days)</u>
Authorization to Proceed	0	0
Preliminary Coordination internally and with VILLAGE	14	14
Project Site Assessment and Data Gathering	21	35
Submit Plans and Specifications (90%)	120	155
Receive VILLAGE Review Comments	14	169
Submit Plans and Specifications (100%)	45	214
Receive VILLAGE Review Comments	14	228
Submit Plans and Specifications (Final Submittal)	21	249
Receive Final VILLAGE Review Comments	7	256
Regulatory Permitting	N/A	-
Bidding Coordination with VILLAGE	7	2263
Bidding and Contract Award Phase	45	308
Construction (Final Completion)	365	673
Project Closeout	14	687

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

(Remainder of page left blank intentionally.)

ATTACHMENT 4

ENGINEERING SCOPE REVISION NO. 1 TASK ORDER NUMBER 226 SCADA SYSTEM UPGRADES R. L. PRATT WATER TREATMENT PLANT LIST OF PROJECT DELIVERABLES

DESIGN PHASE

A. 90% Design Submittal

1. One (1) set of 11" x 17" Drawings, 90% complete.
2. One (1) set of Specifications, 90% complete.
3. 90% Completion Estimate of Probable Construction Cost.
4. All documents shall be submitted electronically in Adobe .pdf format.

B. 100% Design Submittal

1. One (1) set of 11" x 17" Drawings, 100% complete.
2. One (1) set of Specifications, 100% complete.
3. 100% Completion Estimate of Probable Construction Cost.
4. All documents shall be submitted electronically in Adobe .pdf format.

C. Final Design Submittal

1. One (1) set of 11" x 17" Drawings, 100% complete.
2. One (1) set of Specifications, 100% complete.
3. Final Completion Estimate of Probable Construction Cost.
4. All documents shall be submitted electronically in Adobe .pdf format.

D. Bidding (Final) Coordination Submittal

1. One (1) set of 11" x 17" Drawings (Final).

2. One (1) set of Specifications (Final).
3. One (1) Final Completion Estimate of Probable Construction Cost.
4. All bid documents shall be provided in Adobe .pdf format.

BIDDING SERVICES

A. Pre-Bid

1. Pre-bid Meeting Minutes.
2. Addenda, as required to the VILLAGE and/or Contractors.

B. Post Bid

1. Bid Tabulation.
2. Recommendation of Award Letter.
3. Contractor Notice of Tentative Award.

CONSTRUCTION PHASE

A. Pre-Construction

1. Three (3) sets of 22" x 34" signed/sealed drawings and specifications for Palm Beach County Building Permit Submittal.
2. Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction.
3. Three (3) sets of drawings (11" x 17") and specifications for CONTRACTOR's use during construction.
4. Three (3) sets of drawings (11" x 17") and specifications for Sub-CONSULTANT's use during construction.
5. Pre-construction conference meeting agenda and minutes.

B. Shop Drawings

1. Copies of accepted and final shop drawings.

C. Construction Inspection

1. Site visit reports will be provided for each site visit in accordance with Task(s) C6 and C11 of this Task Order.

D. Progress Meetings

1. Copies of all project meeting minutes.

E. Contract Modifications and Allowance Authorizations

1. Copies of all completed contract modifications.
2. Copies of all executed Allowance Authorizations.

F. Pay Requests

1. Copies of reviewed and approved partial and final pay request applications.

G. Record Drawings and Project Closeout

1. Two (2) sets of record drawings signed/sealed.
2. Electronic files of record drawings in Adobe .pdf and ACAD (2016 Civil 3D) formats.

H. Commissioning, Startup and Factory Acceptance Testing Reports.

1. Copies of all reports per Specifications.

(Remainder of page left blank intentionally.)

VILLAGE OF PALM SPRINGS

SCADA SYSTEM UPGRADE RL PRATT WTP TASK ORDER NO. 226 ENGINEERING SCOPE REVISION NO.1 ATTACHMENT 5

DATE: January 23, 2023

I. DESIGN PHASE

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 6	Engineer 5	Engineer 3	Engineer 2	Technician 4	Technician 3	Technician 2	Resident	Administrative	
D1	Project Administration / Management	12		12								12	\$6,180.00
D2	Data Gathering and Preliminary Coordination			8		4						4	\$2,328.00
D3	Not Used												\$0.00
D4	Drawings and Engineering			26		18		105	105			2	\$36,367.00
D5	Specification Preparation			32		18						7	\$8,812.00
D6	Prepare Opinions of Probable Construction Cost			4		8							\$1,764.00
D7	Submit and Review (Quality Control)	8		2		0							\$2,338.00
D8	Permit Preparation Assistance												\$0.00
D9	Bidding Assistance Services			2		2						2	\$794.00
D10	Bid Evaluation and Recommendation of Award			8								2	\$1,648.00
D11	Not Used												\$0.00
D12	Not Used												\$0.00
Total Hours		20	0	94	0	50	0	105	105	0	0	29	
Rate		\$248.00	\$216.00	\$185.00	\$164.00	\$128.00	\$118.00	\$145.00	\$132.00	\$111.00	\$114.00	\$84.00	
Sub-Total Labor		\$4,920.00	\$0.00	\$17,380.00	\$0.00	\$6,400.00	\$0.00	\$15,225.00	\$13,860.00	\$0.00	\$0.00	\$2,436.00	
TOTAL DESIGN PHASE LABOR											\$60,231.00		\$60,231.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	3	\$35.00	\$105.00
	Full Size drawings (22"x34")	EA	3	\$81.20	\$243.60
	Specification Booklets	EA	0	\$50.00	\$0.00
	Prepare CD's (Bid Documents)	EA	0	\$10.00	\$0.00
2	PHOTOCOPIES	EA	200	\$0.20	\$40.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	70	\$3.00	\$210.00
	11 X 17 (SET UP)	EA	140	\$3.00	\$420.00
4	TRAVEL				
	MILEAGE	MILE	72	\$0.000	\$0.00
	TOLLS	EA	1	\$0.00	\$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$14,000.00	\$14,000.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	HYDROGEOLOGIC	LS	0	\$0.00	\$0.00
	PERMIT FEES	LS	0	\$0.00	\$0.00
	SOFT DIGS	LS	0	\$0.00	\$0.00
TOTAL DESIGN PHASE EXPENSES					\$15,018.60

GRAND TOTAL \$75,249.60

USE \$75,249.60

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS RL PRATT WTP TASK ORDER NO. 226 (ENGINEERING SCOPE REVISION NO. 1) ATTACHMENT 6

I. ENGINEERING SERVICES DURING CONSTRUCTION

DATE: January 23, 2023

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 6	Engineer 5	Engineer 4	Engineer 2	Technician 4	Technician 3	Technician 2	Resident	Administrative	
C1	Project Administration/Management	13	6	13	0	0	0					25	\$8,998.00
C2	Preconstruction Activities Prior to Notice to Proceed	5	0	9	0		8					2	\$3,991.00
C3	Consult and Advise	2.5	0	20	0	10	20	0	0		0	5	\$8,525.00
C4	Review Shop Drawings	6.25	0	50	0	50	0	0	0		0	0	\$18,137.50
C5	Review Pay Requests and Schedules	0	0	24	0	36	0	0	0		0	12	\$10,740.00
C6	Perform Periodic and Milestone Inspections	0	12	28	0	0	0	0	0		0	0	\$7,772.00
C7	Progress Meetings	0	0	24	0	0	0	0	0		0	0	\$4,440.00
C8	Contract Modifications	0	2	4	0	0	4	0	0		0	4	\$1,972.00
C9	Project Closeout	2	2		8				39			2	\$7,552.00
C10	Regulatory Agency Documentation and Project Closeout Submittals		2		4							2	\$1,256.00
C11	Special Services										152	0	\$17,328.00
C12	Not Used												\$0.00
C6 (FAT)	Factory Acceptance Test	24										2	\$6,072.00
Total Hours		52.75	24	172	12	96	32	0	39	0	152	54	
Rate		\$246.00	\$216.00	\$185.00	\$164.00	\$147.00	\$116.00	\$145.00	\$132.00	\$111.00	\$114.00	\$84.00	
Sub-Total Labor		\$12,976.50	\$5,184.00	\$31,820.00	\$1,968.00	\$14,112.00	\$3,712.00	\$0.00	\$5,148.00	\$0.00	\$17,328.00	\$4,536.00	
TOTAL LABOR												\$96,784.50	\$96,784.50

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	3	\$46.20	\$138.60
	Full Size Drawings (22" x 34")	EA	3	\$96.25	\$288.75
	Specification Booklets	EA	1	\$43.50	\$43.50
	Record Document CD's	EA	0	\$10.00	\$0.00
2	PHOTOCOPIES	EA	0	\$0.25	\$0.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	77	\$15.00	\$1,155.00
	11 X 17 (SET UP)	EA	77	\$3.00	\$231.00
4	TRAVEL				
	MILEAGE	MILE	0	\$0.585	\$0.00
	TOLLS	EA	0	\$0.00	\$0.00
	HOTEL & MEALS	NIGHT	2	\$215.00	\$430.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$14,000.00	\$14,000.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	ARCHITECTURAL	LS	0	\$0.00	\$0.00
	HYDROGEOLOGIST	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$16,286.85

GRAND TOTAL \$113,071.35

USE \$113,071.35



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #11: Approve Correction Action for Change Order No. 1 – Pump Station SCADA Upgrades (Task Order No. 284) – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - Engineer Service Corporation

SUMMARY: On March 9, 2023, the Village Council approved Change Order No. 1 – Pump Station SCADA Upgrades (Task Order No. 284) – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - Eckler Engineering, Inc. for a time increase of 89 days.

However, within the Executive Brief, there was an error requesting approval for the contractor Eckler Engineering, Inc. The requested Change Order should have been for contractor Engineer Service Corporation. As a result, the Council is asked to approve the (previously approved) Change Order No. 1 – Pump Station SCADA Upgrades (Task Order No. 284) – Utilities Department (FY 2023 Budget Funded – Water & Sewer Enterprise Fund) - Engineer Service Corporation for \$0.00 and 89 days for the additional services.

On March 10, 2022, the Village Council approved Task Order No. 284 with Engineer Service Corporation for Pump Station SCADA Upgrades for \$400,700.00.

Due to supply chain issues and material shortages caused by COVID-19, a delay in the required generator receptacle components resulted in the shipping of the components after the original contract completion date of March 8, 2023. As a result, the Village's contracted engineer, Eckler Engineering, Inc., and the utility department are requesting an amendment to the contract for Task Order No. 284 (Change Order No. 1) of \$0.00 and 89 days for the additional services.

FISCAL IMPACT:

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Contract	\$400,7000	300
Proposed CO No. 1	<u>\$0.00</u>	<u>89</u>
Revised Amount/Time	\$400,700	389

If approved, the total days of the Pump Station SCADA Upgrades within Task Order No. 284 will increase to 389 days. Funding to Support the Pump Station SCADA Upgrades (Task Order No. 284) was provided by the Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Engineer Service Corporation Change Order Request - No. 1
2. Engineer Service Corporation Time Extention Request

Change Order No. 1

Date of Issuance:

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 284

Contractor: Engineer Service Corporation

Contractor's Project No.: --

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-084.01/03

Project: Pump Station SCADA Upgrades

Contract Name: Pump Station SCADA Upgrades

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

Description: Contract time extension resulting from manufacturer delivery delays of generator receptacle components, per attached,

Attachments: Letter from Engineer Service Corporation dated January 18, 2023 with attachments.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>400,700.00</u>	Original Contract Times: Substantial Completion: <u>300 days (February 6, 2023)</u> Ready for Final Payment: <u>330 days (March 8, 2023)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>400,700.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>300 days</u> Ready for Final Payment: <u>330 days</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>89 days</u> Ready for Final Payment: <u>90 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>400,700.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>389 days (May 5, 2023)</u> Ready for Final Payment: <u>420 days (June 5, 2023)</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Manager
Date: 1-27-2023

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title _____
Date _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: President
Date: 1/30/2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____



ENGINEER SERVICE CORPORATION

P.O. Box 23511
Jacksonville, Florida 32241
Phone (904) 268-0482 • Fax (904) 268-3490
www.escscada.com

January 18, 2023

Doug Hammann, P.E.
Project Team Leader
SCADA Upgrade Project Village of Palm Springs

RE: Request for Contract Extension for Contract # 2022B-003, Project 400-084.01

Doug,

Engineer Service Corporation would like to request a contract extension due to extended delays in the manufacture and delivery of a critical component (i.e., generator receptacles) for the new control panels and the subsequent postponement of the panels' installation. I have attached a projected delivery schedule showing the estimated shipping date of 17 Feb 2023. We request the substantial completion date of 5 May 2023 with a final completion date of 5 June 2023.

If you have any questions or require additional information, please don't hesitate to give us a call 904-268-0482.

Thank you,

Kelly Atkins



RUSSELLSTOLL

ABB's Russellstoll product line was placed on 'hold' status due to an administrative issue with an approval agency.

We are currently working through this issue, which is expected to be resolved in about 3 weeks (~10/14/22), after which we will then re-activate the product line and receive and ship orders.

John Archer
Sr. Product Manager
Fastening
Connectivity & Grounding
ABB

Customer Account: 01248905

Customer Name: CITY ELEC SY #09
MANDARIN , JACKSONVILLE , FL

Ship To: CITY ELEC SY #09 MANDARIN
11733 PHILLIPS HWY
JACKSONVILLE , FL 32256

Purchase Order

MAN/071628

Order Entry Date

05/11/22 at 01:30 PM
(WEB)

Total Lines: 2

Sales Order

35340133

Status Print Date

01/17/23 at 04:47 PM

* Please review any order notations at the end of the lines.

Line	Catalog Number UPC Number/CPN Description	Order Qty	Open Qty	Alloc Qty	Ship Qty	Expected Ship Date	PCR
1	JAAB10	3	0	0	3	05/20/2022	NO
	70891718605					(Shipped)	
	100A,ADPT,JL,30 DEGREE						
2	JRS1044FR	3	3	0	0	02/17/23	NO
	70891718443						
	100A,REC,4P4W,JL,600V,REV,SC						

» Orders will be shipped and invoiced at ABB quantities and prices shown. Contact your CSR immediately with any questions/corrections.

Price Comparison Resolution (PCR) Code Descriptions:

NO - NO CUSTOMER PRICE WAS PROVIDED FOR THIS ORDER AT ENTRY TIME

Additional Order Information

» **Invoice Terms:** 1% 10TH PROX, NET 25TH FOLLOWING INVOICE DATE

» **Shipping Terms:** FCA ABB PLACE OF ORIGIN

» **STORE/BRANCH NUMBER** 09



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #12: Approve Professional Service Agreement – 6th Amendment – Term Extension – CHA Consulting Inc.

SUMMARY: On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) – Section 287.55, Florida Statutes.

As a result, on March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure, facilities, general engineering services, plat and plan review services, and building design/review services.

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

On May 12, 2016, the First Amendment to each Professional Services Agreement was approved to clarify the terms and fees for each of the proposed engineering firms. The term of the agreement was clarified to coincide with the term that was outlined in RFQ No. 2016-002 - an initial term of five (5) years from the date of the agreement with the option, upon approval by both parties, to renew for three (3), one-year periods.

The initial five-year term expired in 2021, and the Second and Third Amendments to the Agreement were approved on March 11, 2021, and February 10, 2022, to provide the first and second, one (1) year renewals in consideration of the ongoing Task Orders that we have with each firm. On March 9, 2023, the council approved a Fifth Amendment to assign the active agreement with Eckler Engineering to CHA Consulting, Inc. following the acquisition of Eckler Engineering by CHA Consulting. Staff proposes a third, one (1) year renewal. If approved, the Professional Services Agreement for CHA Consulting, Inc. would be extended until March 11, 2024. The amended agreement will take effect March 12, 2023. This will be the final renewal available for this agreement.

The proposed 6th Amendment was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed 6th Amendment - CHA Consulting

**SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES (RFQ No. 2016R-002)**

THIS SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (rfq No. 2016R-002) is entered into as of _____, 2023, by and between the Village of Palm Springs, Florida (“Village”) and CHA Consulting, Inc, (“CHA”) as successor in interest to Eckler Engineering, Inc. (“EEI”).

WHEREAS, on March 10, 2016, the Village entered into an Agreement for Professional Services (“Agreement”) with EEI; and

WHEREAS, the Agreement was awarded after a competitive solicitation process consistent with Florida’s Consultants Competitive Negotiations Act, section 287.055, Florida Statutes, RFQ No.2016R-002 (“the RFQ”); and

WHEREAS, the RFQ provided that the Agreement would have an initial term of five (5) years with three (3) renewal options of one (1) year each; and

WHEREAS, the parties subsequently entered into Amendments Nos. 1 through 4 to the Agreement to add additional contract terms and to exercise the first and second one-year renewal options; and

WHEREAS, after the assets of EEI were acquired by CHA Consulting, Inc. (“CHA”), the parties entered into Amendment No. 5 to the Agreement assigning of all of EEI’s rights and obligations under the Agreement, as amended, to CHA; and

WHEREAS, the Agreement, as amended, currently has an expiration date of March 11, 2023; and

WHEREAS, the Village and CHA desire to enter into this 6th Amendment to the Agreement, effective March 12, 2023 to reinstate and extend the term of the agreement for one (1) additional year, through and including March 11, 2024.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties in carrying out the terms of the Agreement as amended by this Amendment No. 5, it is mutually understood and agreed as follows:

I

1. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.

2. The term of the Agreement is hereby extended for a period of one year, effective March 12, 2023 through March 11, 2024.
3. All remaining terms and provisions set forth in the Agreement, as amended, remain in full force and effect as between the VILLAGE and CHA Consulting, Inc.

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment to Agreement for Professional Services as of the date set forth above.

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

CONSULTANT:

CHA CONSULTING, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ this _____ day of _____, 2023, by
_____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of
Notary public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Utilities

ITEM #13: Approve Geographic Information System Services - Piggyback - All Departments (FY 2023 Budget Funded - General Fund/Water& Sewer Enterprise Fund) - Florida Technical Consultants, LLC.

SUMMARY: Various Village of Palm Springs departments need continued Geographic Information System (GIS) services. The services include adding GIS data, such as easements, boundaries, as-builts, pipelines, lift stations, and fire hydrants, and updating and correcting existing GIS data.

For the lowest possible price, the staff recommends that the Village piggyback off the current City of Cooper City contract awarded to Florida Technical Consultants, LLC. completed through a competitive selection process - Geographic Information System Services (RFP# 2019-2-UTL - March 21, 2019).

If approved, the Village would accept Florida Technical Consultant, LLC.'s pricing by piggybacking the City of Cooper City's contract, including all terms, conditions, and pricing. The proposed agreement would expire on May 28, 2024, and is the final renewal option. The Village will only expend the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The 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 or services from any State of Florida contract; agreements of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods or services were competitively solicited.

The Village Attorney prepared the proposed agreement, and the Utilities Director, Planning Zoning & Building Director, Assistant Utilities Director, and Finance Director reviewed it.

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

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Piggyback Agreement
2. Approval to Piggyback - FTC, LLC.
3. City of Cooper City - Signed Renewal Agreement - FTC, LLC.

4. City of Cooper City - Request for Proposal
5. City of Cooper City - Bid Evaluation Matrix
6. City of Cooper City - Bid - FTC, LLC.
7. City of Cooper City - Signed Original Agreement - FTC, LLC.

AGREEMENT FOR GIS CONSULTING SERVICES

This Agreement for GIS consulting services (“Agreement”) is entered into this _____ day of _____, 2023, 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 Florida Technical Consultants, LLC, 533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33435, a company authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide Geographic Information System (“GIS”) consulting services to the VILLAGE; and

WHEREAS, the City of Cooper City, Florida, through its competitive selection process, awarded a contract for GIS Services (“Cooper City Contract”), RFP 2019-2-UTL, to the CONTRACTOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the initial term of the Cooper City Contract ran from May 29, 2019 through May 28, 2022, whereupon the contract was renewed for one (1) additional two (2) year period, through May 28, 2024; and

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE to provide GIS consulting services based on the pricing and terms and conditions of the Cooper City Contract; and

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Cooper City Contract. The Cooper City Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Cooper City under the Cooper City Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Cooper City Contract and pricing therein, the CONTRACTOR shall provide GIS consulting services as requested by the VILLAGE.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- (a) All written modifications and amendments hereto;
- (b) This Agreement;
- (c) The Cooper City Contract (including the Request for Proposals, Contractor's Proposal and Contract and all attachments and exhibits thereto).

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

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

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Cooper City Contract. The total compensation paid by the VILLAGE to the CONTRACTOR under this agreement shall not exceed the sum of \$50,000.00 annually. The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in Cooper City Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is executed by the Village. The term of this contract shall be for a term to mirror the Cooper City Contract renewal term which shall expire on May 28, 2024.

- 6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
7. Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
8. Public Records. CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
 - (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

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

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

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable

relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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

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

My commission expires: _____



Florida Technical Consultants, LLC
533 East Ocean Ave, Suite 02
Boynton Beach, FL 33435
Tel (954) 914-8488
www.fltechinc.com

March 27, 2023

Kim Glas-Castro, AICP LEED AP
Assistant Village Manager
Village of Palm Springs, FL
(561) 584-8200, 8412
kglas-castro@vpsfl.org

Subject: Village of Palm Springs GIS Services

Dear Ms. Glas-Castro:

Florida Technical Consultants (FTC) has a current contract with the City of Cooper City, Florida to provide GIS Services on an as-needed basis. FTC agrees to allow the Village to piggyback our existing contract with Cooper City (contract # RFP 2019-2-UTL) with the same terms, conditions, specifications, and pricing. The work to be performed is consistent with the work to be provided to the City of Cooper City.

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'JBarton', is placed above the printed name.

Florida Technical Consultants
James Barton, P.E.
President

FIRST AND FINAL AMENDMENT TO AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this 25th day of January 2022, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

FLORIDA TECHNICAL CONSULTANTS, a GIS Service provider vendor authorized to do business in the State of Florida, with a business address of 533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33435 (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 29, 2019, the City and CONTRACTOR entered into an agreement to provide Geographic Information System (GIS) Services (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement expires on May 28, 2022; and

WHEREAS, the Original Agreement provides for an option for one (1) additional 2-year renewal term, subject to the mutual written consent of the Parties; and

WHEREAS, the City is satisfied with the CONTRACTOR's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the first and final 2-year renewal term; and

WHEREAS, the Parties seek to further amend the Original Agreement to ensure compliance with recent amendments to Florida law; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The Original Agreement is hereby extended for the first & final renewal term, which shall commence on May 29, 2022 and shall terminate on May 28, 2024.

Section 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

Section 4. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

4.1.1 "Contractor" means a person or entity that 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. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.3 "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.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 4. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

BY: [Signature]
CITY MANAGER

ATTEST:

BY: [Signature]
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: [Signature]
Asst. CITY ATTORNEY

FLORIDA TECHNICAL CONSULTANT, LLC.

BY: [Signature]

Name: James Barton

Title: President

STATE OF Florida

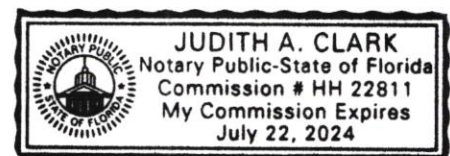
COUNTY OF Palm Beach

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of December 2021, by James Barton, in their capacity as President, of Florida Technical Consultant, LLC., a State of Florida corporation (or limited liability company), on behalf of the corporation/company.

X Personally Known OR

____ Produced Identification

[Signature]
NOTARY PUBLIC





**THE CITY OF COOPER CITY
DOCUMENT ROUTING FORM**

ORIGINATING DEPARTMENT: Utilities

DEPT. CONTACT PERSON: Mike Bailey

EXT. 111

PLEASE COMPLETE FOR AGREEMENTS ONLY***RETURN TO CITY CLERK'S OFFICE**

NAME OF OTHER CONTRACTUAL PARTY/ENTITY: Florida Technical Consultants

IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? ☐ YES ☐ NO
TOTAL CONTRACT AMOUNT: \$ 60,000.00 **FUNDING INVOLVED?** ☒ YES ☐ NO

OTHER: (PLEASE SPECIFY) _____

PURPOSE OF ITEM (BRIEF SUMMARY): Renewal of a contract with Florida Technical Consultants,
to update and improve the City's geographical information system (GIS)

COMMISSION APPROVAL DATE: 1/25/22 **IF THIS DOES NOT REQUIRE COMMISSION**

APPROVAL, PLEASE EXPLAIN: _____

PLEASE COMPLETE FOR ALL OTHER ITEMS***RETURN TO ORIGINATING DEPARTMENT**

DOCUMENT TYPE: _____

PURPOSE OF ITEM (BRIEF SUMMARY): _____

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL DIRECTOR	<u>1/25/2022</u>	PRINT: <u>MFB</u> SIGNATURE: _____
CITY ATTORNEY (IF APPLICABLE)	<u>1-25-2022</u>	PRINT: <u>Asst. CA Shana Bridgeman</u> SIGNATURE: _____
RISK ASSESSMENT (IF APPLICABLE)		PRINT: _____ SIGNATURE: _____
ASSISTANT CITY MANAGER <u>City Clerk</u>	<u>1-26-2022</u>	PRINT: <u>Yedra Allean</u> SIGNATURE: <u>Yedra Allean</u>
RECEIVED BY CITY MANAGER		PRINT: _____ SIGNATURE: _____
	<u>1-27-22</u>	PRINT: <u>J NADY</u> SIGNATURE: _____

**PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE
EXECUTION BY THE CITY MANAGER**



CITY OF COOPER CITY, FLORIDA

Request for Proposals

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES RFP 2019-2-UTL

For information contact:

Kerri Anne Fisher
Purchasing Agent
Tel: 954-434-4300 ext. #268
Purchasing@CooperCityFL.org

Release Date: Thursday, March 21, 2019
Due Date: Thursday, April 18, 2019

**CITY OF COOPER CITY
NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed proposals from qualified contractors to provide continuing Geographic Information System (GIS) Services, in accordance with the terms, conditions, and specifications contained in the solicitation.

**GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES
RFP 2019-2-UTL**

The detailed Request for Proposals (RFP) may be obtained online at www.DemandStar.com or from the Office of the City Clerk located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328, 8:00AM through 5:00PM, Monday through Friday.

Proposals must be received in the City Clerk's Office no later than 3:00PM (EST), Thursday, April 18, 2019. The outside of the envelope or box containing one (1) identified, unbound original, three (3) copies and one (1) electronic copy (CD or flash drive) of your proposal must be clearly marked **"RFP 2019-2-UTL, GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES"**.

Questions and requests for information relative to this RFP should be directed to Kerri Anne Fisher, Purchasing Agent. Please email questions to Purchasing@CooperCityFL.org.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/proposals and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposals between a potential vendor, service provider, proposer, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
Kathryn Sims, City Clerk

Please publish one (1) time on:

Thursday, March 21, 2018

Please send invoice and proof of publication to:

Jenna Montoya, Assistant. City Clerk
City of Cooper City
PO Box 290910
Cooper City, FL 33329-0910
JMontoya@CooperCityFL.org

SECTION I – INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City of Cooper City, Florida is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide continuing Geographic Information System (GIS) Services. All materials, labor, materials, tools, equipment, machinery, superintendence, mobilization, supervision, supplies, expertise, and services will be provided by the awarded proposer, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00PM (EST), Thursday, April 18, 2019, or any time prior thereto, at the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All bids received after that time will not be accepted and shall be returned to the Proposer.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

1.2.3 The completed, signed bid must be submitted in a SEALED ENVELOPE clearly marked with the Bid Title. Bids mistakenly opened by City staff, due to failure of the Proposer to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.2.5 The City encourages early submittal of bids. Late bids will be rejected.

1.3 PRE-PROPOSAL CONFERENCE - **NONE**

1.4 ELIGIBILITY AND COMPETENCY OF PROPOSERS

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for two (2) years under the same terms and conditions, if mutually agreed upon by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be located at Cooper City Building Department.

1.7 PRICE

Proposer will quote firm, fixed hourly rates for each job classification needed to perform the work described in the Scope of Services.

1.8 COST ADJUSTMENTS - N/A

1.9 METHOD OF AWARD

1.9.1 See Section VI - Consideration for Award/Award Procedures.

1.9.2 Proposer must bid on all items listed on Bid Form to qualify for award of the contract.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Proposer, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Proposer through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Proposer's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Proposer.

1.9.7 While the City Commission may determine to award a contract to a Proposer(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Proposer shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Proposer is in default, the City, through the Purchasing Agent, will void its acceptance of the Proposer's offer and may determine to accept the offer from the second lowest responsive, responsible Proposer or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Proposer as a result of damages or excess costs sustained and/or may prohibit the Proposer from submitting future Bids for a period of one year.

1.9.8 The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Proposer hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #268 or email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Request for Proposals Issued and Advertised	Thursday, March 21, 2019
Last Date for Receipt of Questions of a Material Nature	Thursday, April 11, 2019
PROPOSAL DUE (Prior to 3:00 PM EST)	Thursday, April 18, 2019
Evaluation Committee Review and Short-listing of Proposals	Week of May 6, 2019
Anticipated Date Short-listed Firms will be Notified and Scheduling of Oral Interviews	Week of May 13, 2019
Oral Interviews with Finalists and Ranking of Firms	Week of May 20, 2019
Recommendation of Award Issued to City Commission	Tuesday, June 11, 2019
Anticipated Award of Contract by City Commission	Tuesday, June 26, 2019

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID TABULATIONS

Proposers desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Proposer shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to Accounting@CooperCityFL.org.

3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Proposer's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9 CANCELLATION

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.10 PROTESTS, APPEALS AND DISPUTES

Protests shall be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Proposer, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Proposer is awarded a contract under this bid solicitation, the prices quoted by the Proposer on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

3.12 COMPLETE PROJECT REQUIRED

Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

3.13 PRICES QUOTED

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.14 UNDERWRITERS' LABORATORIES (the "UL")

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

3.16 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.17 LEGAL REQUIREMENTS

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

3.18 PATENTS AND ROYALTIES

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.19 OSHA

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

3.20 ANTI-DISCRIMINATION

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.21 DEFAULT

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.22 SUBSTITUTIONS

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Proposer's expense.

3.23 PROPOSER'S FACILITIES

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.24 DISCLAIMER

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.25 EVIDENCE

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

3.26 DEMONSTRATION OF COMPETENCY

3.26.1 Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.26.2 The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.26.3 The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Proposer's Bid may render the Bid non-responsive.

3.26.4 The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.27 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.28 INDEMNIFICATION

The successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

3.29 NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.30 SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Proposer acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.31 FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.32 COLLUSION

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his Bid with other Proposers and has not colluded with any other Proposer or parties to this Bid whatsoever. The Proposer certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

3.32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

3.32.2 Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

3.32.3 No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.32.4 The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.32.5 No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

3.33 CONE OF SILENCE

- a. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid between:
 - i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
 - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.
- b. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- c. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- d. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- e. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.34 ELIGIBILITY

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.35 TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

3.35.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

3.35.2 Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.35.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.35.4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3.35.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.35.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.36 SPOT MARKET PRICING - N/A

3.37 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.38 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.39 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.40 CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.41 GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.42 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.43 AUDITS

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.44 PUBLIC RECORDS:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

- G. In accordance with Section 119.0701(1)(a), Florida Statutes, **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 CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
KSIMS@COOPERCITYFL.ORG

[END OF SECTION]

SECTION IV - SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

4.2 TIME OF COMPLETION

Time is a very important factor in the performance of this work. Work must be performed in a timely manner, and a schedule for completion will be negotiated for each task assigned. Late work may be considered a violation and may void the contract, and/or preclude the Contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected.

4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30 days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer.

4.3.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors' coverage.

Proposer must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

4.3.2 WORKERS' COMPENSATION INSURANCE - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment

4.3.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE - Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4.3.4 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies.

4.3.5 Builder's Risk Insurance - NOT REQUIRED FOR THIS BID - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1 and 4.3.3 above.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4 PERMITS, FEES AND NOTICES

4.4.1 The City shall pay ONLY CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Agent and using department without delay.

4.4.2 The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

4.4.3 The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5 BONDS

4.5.1 PERFORMANCE/PAYMENT BOND - NOT REQUIRED FOR THIS BID

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Proposer.

4.5.2 BID BOND - NOT REQUIRED FOR THIS BID

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Proposer's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attached) issued by an authorized surety.

The Bid security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Proposer fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Proposers will be returned.

The Bid security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned

within 21 days after the Bid opening.

4.6 VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11 CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

4.12 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number. All invoices must reference the applicable task order and/or Bid number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the

work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14 REQUESTS FOR MODIFICATION

The City reserves the right to request that the Proposer modify his bid to more fully meet the needs of the City.

4.15 PROPOSAL ACKNOWLEDGMENT

By submitting a bid, the proposer certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

4.18 ALTERNATE BIDS

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same proposer which differs in some degree from its basic or prime bid.

Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19 ADDENDUM OR AMENDMENT TO SOLICITATION

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Agent shall furnish the revision by written Addendum and will place it on the City's website.

4.20 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

The entire contents of this Request for Proposal along with the Proposer's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23 PERFORMANCE STANDARDS

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR**;
- ii. the Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24 LIQUIDATED DAMAGES - NOT REQUIRED FOR THIS BID

Liquidated damages of \$250 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

[END OF SECTION]

SECTION V - SCOPE OF SERVICES

5.1 SCOPE OF SERVICES

The Proposer shall perform, as needed, continuing GIS consulting services for the City. The applications for which consulting services will be needed will require close and frequent liaison with the City's Utilities Department, Public Works Department, and may be expanded to other departments. Priorities and delivery schedules will be established by the City's Utilities Director / City Engineer and may be changed or amended frequently. Most tasks will be web and web applications based, and may include but are not limited to, the following:

5.1.1 UPDATE AND CORRECT EXISTING DATA

5.1.1.1 Create web applications for the field collection of various City infrastructure assets

5.1.1.2 Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information.

5.1.1.3 Attributes/Assets to be added/verified include:

5.1.1.3.1 Boundaries

5.1.1.3.1.1 Service Area boundaries

5.1.1.3.1.2 Neighborhood/ Subdivision Boundaries

5.1.1.3.1.3 Municipal Boundaries

5.1.1.3.1.4 Utility Service Area

5.1.1.3.1.5 Zoning Map

5.1.1.4 Pipelines:

5.1.1.4.1 Material (Pipe & Casing)

5.1.1.4.2 Year Constructed/ Rehabilitated

5.1.1.4.3 Diameter (Pipe & Casing)

5.1.1.4.4 Abandoned vs in service

5.1.1.4.5 Flow Directions

5.1.1.4.6 Main break locations & year

5.1.1.4.7 Valve locations, type

5.1.1.5 Utility Easements - O.R. book & Page #

5.1.1.6 Manhole/ Cleanout

5.1.1.6.1 Rim & Invert elevations

5.1.1.6.2 Year Constructed/ Rehabilitated

5.1.1.7 Fire Hydrant

5.1.1.7.1 Number

5.1.1.7.2 Flow rating & recent test flow data

5.1.1.8 Lift Station

5.1.1.8.1 Number

5.1.1.8.2 Public VS Private

5.1.1.8.3 Pump information & design flow rate

5.1.1.8.4 Wet well Depth & influent/ effluent pipe data

5.1.1.8.5 Contributing areas/ cascading station information

5.1.1.9 Backflow Prevention Devices

5.1.1.9.1 Year Installed

5.1.1.9.2 Type/ size

5.1.1.9.3 Certification # & Date

5.1.1.10 Other assets may include light posts, trees, sidewalks, and streets.

5.1.2 Provide GIS data to third parties as directed by City.

5.1.3 Host accessible GIS data during the collection and quality control portion of the process and provide final data to the City.

5.1.4 Update existing GIS utility map to include City utility service area and facilities for use by City utility locating contract vendor.

5.1.5 Provide hyperlinks to as-builts on desktop utility map.

5.1.6 Provide training to City personnel as needed.

5.1.7 Special work orders for the development of GIS layers for various applications and/or related Capital Improvement project.

5.1.8 Evaluation of existing GIS system, and recommendations for future applications & improvements

5.2 ADDITIONAL INFORMATION

5.2.1 Experience – Three similar projects within the last three years one of which was in Broward County or five in Florida

5.2.2 Availability – Should have an office in the tri-county area and/or have a representative available for bi-weekly on site status meetings

5.2.3 References

5.2.4 Resume – Company and/or staff resume

5.2.5 Budget – The City intends to budget between \$25,000 & \$50,000 annually for these services

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

[END OF SECTION]

SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

6.1 EVALUATION COMMITTEE

Proposals submitted will be evaluated by a three-member committee. The "Evaluation Committee" shall be selected by the City of Cooper City.

6.2 REVIEW OF PROPOSALS

The Evaluation Committee will use a points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional costs will be assigned to other Proposers. The Evaluation Committee will rank the firms and provide said ranking to the City Manager. Sealed dollar proposals will not be opened until the appropriate time.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

6.3 EVALUATION CRITERIA

Proposals will be evaluated using three sets of criteria. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

Item	Points
Understanding of the project and what is needed by the City as presented in the Letter of Transmittal (Tab 2) and the Proposal Form (Tab 1).	30
Reference forms describing experience, qualifications and past performance, including persons proposed for the project, facilities, equipment, and resources (Tab 3); and the Attachments (Tab 5).	40
Cost	30
TOTAL POSSIBLE POINTS:	100

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The committee will then make a recommendation to the City Commission for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its

deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

NOTE REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

Second Lowest Proposer:

Second lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = \$1,000

Second lowest cost = \$1,250

1250 – 1000 = 250

250 / 1000 = .25

.25 x 15 (max of 15 points, in this example) = 3.75

15 – 3.75 = 11.25 points to 2nd lowest proposer

6.4 FINAL SELECTION

The City Commission of the City of Cooper City will select a firm based upon the recommendation of the Evaluation Committee and the City Manager.

6.5 RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

[END OF SECTION]

SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.33, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division
9090 SW 50th Place
Cooper City, Florida 33328
(954) 434-4300 x268
Purchasing@CooperCityFL.org

7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by Thursday, April 18, 2019 at 3:00 PM EST for a contractor to be considered.

- A. AN UNBOUND ORIGINAL copy (so marked) of a Technical Proposal, THREE (3) copies and ONE (1) electronic copy (flash drive or CD/DVD). Proposal shall be submitted in the following format:

Tab 1: Proposal Form - Attachment A showing the Request for Proposals' subject, the contractor's name, primary contract, address and telephone number, and the submittal date.

Tab 2: Transmittal Letter - A signed letter of transmittal briefly stating the Proposers understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 120 days from the date of the proposal.

Tab 3: Reference Forms - Forms describing firm's experience, qualifications and past performance, including persons proposed for the project, facilities, equipment, and resources.

Tab 4: Technical Solution - A written narrative that provides an explanation of how the work will be completed.

Tab 5: Required Attachments - Executed copies of required attachments (Attachments C-L of this RFP). DO NOT INCLUDE "PRICING SHEET".

- B. The Contractor shall submit ONE (1) ORIGINAL, THREE (3) copies of a **PRICING SHEET IN A SEPARATE SEALED ENVELOPE** marked as follows:

"SEALED PRICING SHEET FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES"

- C. Proposer should send the completed proposal consisting of the two separate envelopes to the address below.
FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF YOUR PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF YOUR PACKAGE AND RENDER YOUR BID VOID.

Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

City of Cooper City, Florida

Proposal Form

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

RFP 2019-2-UTL

Proposal Due: Thursday, April 18, 2019 3:00 PM EST

For Information Contact:

Kerri Anne Fisher, Purchasing Agent
Purchasing@CooperCityFL.org

Release Date: Thursday, March 21, 2019

RETURN ONLY BID FORM AND ALL REQUIREMENT ATTACHMENTS

Submitted by: _____
(Company name)

Attachment A
(Page 2 of 5)

Project: GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES
Contract Identification: RFP 2019-2-UTL
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for ninety (90) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
 - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
 - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
 - d. Proposer has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid Copies
ONE (1) ORIGINAL, THREE (3) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

Attachment A
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, April 11, 2019 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

_____	Proposal Form
_____	Reference Form
_____	Public Entity Crimes (PEC) Form
_____	ADA Affidavit
_____	Business Entity Affidavit
_____	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
_____	W-9, Request for Taxpayer Identification Number
_____	Proof of Workers Compensation Insurance or Exemption
_____	Proof of Liability Insurance
_____	Ownership Disclosure Affidavit
_____	Drug-Free Workplace Certificate
_____	Employee Background Verification Affidavit
_____	Scrutinized Companies Affidavit

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: _____

Address: _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Alternate Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Company's Website: _____

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

Remit to Email: _____

Attachment A
(Page 5 of 5)

PRICING SHEET

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE!

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

<u>JOB CLASSIFICATION</u>	<u>RATE BY HOUR</u>
Project Manager	
Senior GIS Consultant	
GIS Analyst	
GIS Technician	
Clerical	

Submitted by: _____
(Print)

Authorized Signature: _____
(Sign)

Company Name: _____

Date: _____

STATE: **FLORIDA**

COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____

Attachment B
REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation.

1. ENTITY/COMPANY NAME: _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT TITLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

2. ENTITY/COMPANY NAME: _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT TITLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

3. ENTITY/COMPANY NAME: _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT TITLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C

(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE: FLORIDA	
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
(NOTARY SEAL)	_____ <i>Signature of Notary Public - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
(NOTARY SEAL)	_____ <i>Signature of Notary Public - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite City State

State and Date of Incorporation:

Signature of Affiant

Date

Print Name

STATE: **FLORIDA**

COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.

Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
- _____ (a) Maintaining, defending, or settling any proceedings.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprieties of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

PROPOSER'S LEGAL NAME

Attachment G

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	www
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number <table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>					-				-									-								
				-				-																			
				-																							

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.
--

Sign Here	Signature of U.S. person ▶	Click Here to Sign	Date ▶
------------------	----------------------------	------------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment H

**REQUEST FOR PROOF OF
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Print Name

Date

STATE: **FLORIDA**

COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature of Affiant

Print Name

Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

Signature of Affiant

Print Name

Date

STATE: FLORIDA	
COUNTY: _____	
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
<i>Name of person making statement</i>	
(NOTARY SEAL)	_____ <i>Signature of Notary Public - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT L

Scrutinized Companies Affidavit
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____,

Print Name and Title

Company Name

certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

TITLE

SIGNATURE

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.

Name of person making statement

(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



SHORTLISTED FIRMS: Calvin, Giordano
Florida Technical Consultants
McMahon Transportation

**Geographic Information System (GIS) Services
RFP 2019-2-UTL**

Evaluation Committee Ranking

Evaluation Criteria	Max Points	Calvin, Giordano & Associates, Inc				Florida Technical Consultants				McMahon Transportation Engineers & Planners				Metric Engineering			
		MB	JM	CB	AVG	MB	JM	CB	AVG	MB	JM	CB	AVG	MB	JM	CB	AVG
<i>Technical Specifications</i>																	
Understanding of the project and what is needed by the City as presented in the Letter of Transmittal (Tab 2) and the Proposal Form (Tab 1).	30	25	20	25	23.33	30	30	30	30.00	25	25	20	23.33	25	10	20	18.33
Reference forms describing experience, qualifications and past performance, including persons proposed for the project, facilities, equipment, and resources (Tab 3); and the Attachments (Tab 5).	40	30	35	35	33.33	40	40	40	40.00	15	20	25	20.00	20	30	20	23.33
Subtotal Technical Points		55	55	60	56.67	70	70	70	70.00	40	45	45	43.33	45	40	40	41.67
<i>Cost Proposal</i>	30	30	30	30	30.00	30	30	30	30.00	23.10	23.10	23.10	23.10				
Total Points	100				86.67				100.00				66.43				41.67

PRICE \$ 14,600 \$ 14,600 \$ 17,960

Evaluation Committee Members:
Mike Bailey, Utilities Director/City Engineer
Jim Molaschi, Assistant Utilities Director
Chad Bergeron, Field Operations Supervisor

Total Available Points for Cost:

30

	Bid Amount	Bidder's Name	X = Next Lowest Cost - Lowest Cost	Y = X ÷ Lowest Cost	Z = Y x Total Avail Points for Cost	Points Received
Lowest Cost	\$ 14,600.00	Florida Technical Consultants				30.00
2nd Lowest	\$ 14,600.00	Calvin Giordano & Associates	\$ -	0.00	0.00	30.00
3rd Lowest	\$ 17,960.00	McMahon	\$ 3,360.00	0.23	6.90	23.10

* Both Florida Technnical Consultants and Calvin, Giordano received the same number of points for price, 30, since their total cost was the same.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

NOTE REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

Second Lowest Proposer:

Second lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Job Classification	Est Monthly Hours	Hourly Rates	Estimated Total
FTC			
Project Manager	40	\$ 140.00	\$ 5,600.00
Senior GIS Consultant	24	\$ 130.00	\$ 3,120.00
GIS Analyst	16	\$ 120.00	\$ 1,920.00
GIS Technician	24	\$ 115.00	\$ 2,760.00
Clerical	24	\$ 50.00	\$ 1,200.00
			\$ 14,600.00

CGA			
Project Manager	40	\$ 145.00	\$ 5,800.00
Senior GIS Consultant	24	\$ 125.00	\$ 3,000.00
GIS Analyst	16	\$ 100.00	\$ 1,600.00
GIS Technician	24	\$ 100.00	\$ 2,400.00
Clerical	24	\$ 75.00	\$ 1,800.00
			\$ 14,600.00

McMahon			
Project Manager	40	\$ 165.00	\$ 6,600.00
Senior GIS Consultant	24	\$ 210.00	\$ 5,040.00
GIS Analyst	16	\$ 185.00	\$ 2,960.00
GIS Technician	24	\$ 85.00	\$ 2,040.00
Clerical	24	\$ 55.00	\$ 1,320.00
			\$ 17,960.00

City of Cooper City

Request



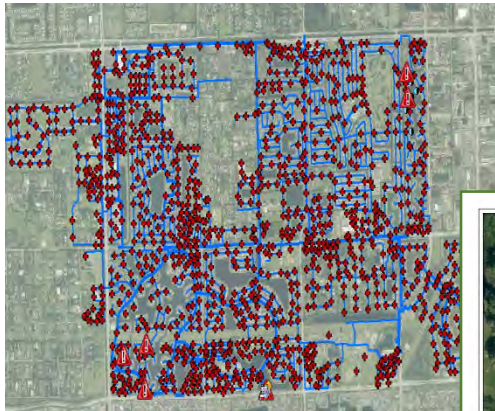
for

Proposals

GEOGRAPHIC INFORMATION SYSTEM (GIS) RFQ No. 2019-2-UTL

Submitted to:

City of Cooper City
City Clerk
9090 SW 50th Place
Cooper City, FL 33328.
RE: RFQ No. 2019-2-UTL



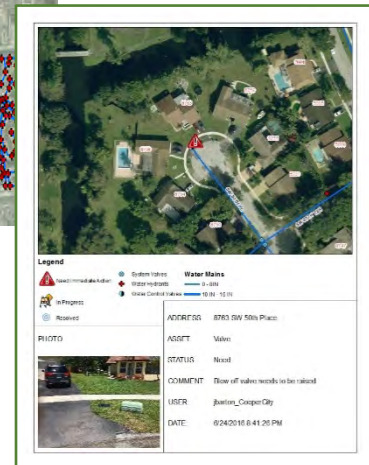
Submitted by:

Florida Technical Consultants, LLC
533 East Ocean Avenue, Suite # 2
Boynton Beach, FL 33435

Contact Person:

James Barton P.E., LEED AP 954-914-8488

jbarton@fltechinc.com www.fltechinc.com



April 18, 2019

Table of Contents

Tab 1: Proposal Form

Tab 2: Transmittal Letter

Tab 3: Reference Forms

Tab 4: Technical Solution

Tab 5: Required Attachments (C-L Plus Addendum # 1)



Tab 1: Proposal Form

City of Cooper City, Florida

Proposal Form

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

RFP 2019-2-UTL

Proposal Due: Thursday, April 18, 2019 3:00 PM EST

For Information Contact:

Kerri Anne Fisher, Purchasing Agent
Purchasing@CooperCityFL.org

Release Date: Thursday, March 21, 2019

RETURN ONLY BID FORM AND ALL REQUIREMENT ATTACHMENTS

Submitted by: FLorida Technical Consultants, LLC Submitted on 4/18/2019
(Company name)

Attachment A
(Page 2 of 5)

Project: GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES
Contract Identification: RFP 2019-2-UTL
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for ninety (90) days from the date of the bid opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Proposer represents, as more fully set forth in the Agreement that:
 - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
 - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
 - d. Proposer has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid Copies
ONE (1) ORIGINAL, THREE (3) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

Attachment A
(Page 3 of 5)

expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Agent, Kerri Anne Fisher. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, April 11, 2019 at 5:00PM,**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

- | | |
|-------------------------------------|--|
| ☒ | Proposal Form |
| ☒ | Reference Form |
| ☒ | Public Entity Crimes (PEC) Form |
| ☒ | ADA Affidavit |
| ☒ | Business Entity Affidavit |
| ☒ | Bidder's Foreign (Non-Florida) Corporate Statement (If applicable) |
| ☒ | W-9, Request for Taxpayer Identification Number |
| ☒ | Proof of Workers Compensation Insurance or Exemption |
| ☒ | Proof of Liability Insurance |
| ☒ | Ownership Disclosure Affidavit |
| ☒ | Drug-Free Workplace Certificate |
| ☒ | Employee Background Verification Affidavit |
| ☒ | Scrutinized Companies Affidavit |

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: Florida Technical Consultants, LLC

Address: 533 East Ocean Avenue, Suite # 2
Boynton Beach, FL 33435

Primary Contact: James Barton, P.E.

Title: President

Tel: 561-810-8323 Mobile: 954-914-8488

Email Address (Required): jbarton@fltechinc.com

Alternate Contact: Teresa Chapman

Title: Project Manager

Tel: 561-810-8323 Mobile: 954-260-6576

Email Address (Required): teresa.chapman@fltechinc.com

Company's Website: www.fltechinc.com

Remit to Address: Post Office Box 850
Boynton Beach, FL 33425-0850

Remit to Contact: Name: James Barton, P.E. Tel: 954-914-8488

Remit to Email: jbarton@fltechinc.com

Tab 2: Transmittal Letter



Dear Selection Committee Members

April 18, 2019

Florida Technical Consultants (FTC) is pleased to provide this proposal addressing:

GEOGRAPHIC INFORMATION SYSTEM (GIS) RFQ No. 2019-2-UTL

FTC has been providing GIS Services to the City of Cooper City since 2014. Together, FTC and the City developed the approach that is reflected in the Scope of Services. We understand the work to be done. We specialize in this approach to providing GIS services in a comprehensive yet cost effective way. As an Engineering Firm, we have the unique combination of GIS and Engineering skills that are essential for the GIS being successful, since it needs to be used by your staff. Our approach, provided in Tab 4, outlines the status and methodology for each task in the Scope of Work.

FTC is committed to continuing our program with Cooper City. Our staff are familiar with your staff, workflows and direction. We are in the process of developing applications for Utilities and Public Works. Our approach involves identifying the needs, developing an approach and delivering results in a timely manner. Cooper City was our first client and has always been considered our priority. We are located in Boynton Beach, an hour drive to Cooper City. Much of the work involves being on location to train or work with staff to develop data, with meetings typically lasting 1-2 hours. Since we also serve other clients in the area, Davie, Dania, Southwest Ranches with a similar workflow, we usually combine site visits to several local clients in a day, reducing costs by splitting drive time between municipalities. We also do remote training sessions further reducing costs.

FTC is the best qualified to perform GIS Support Service to Cooper City. Our expertise in the engineering data sets us apart from most, if not all GIS firms. Our expertise in GIS sets us apart from most, if not all engineering firms. Our familiarity with your data, staff and requirements means no learning curve. Our method of identifying and delivering projects in a timely manner has proven very successful in the past. We have built numerous data sets and applications for the City. We hope to continue growing your GIS capabilities.

The fees provided are irrevocable for 120 days from the date of the proposal. It is important to realize that hourly rates may not reflect the project costs, since the time required to complete tasks has a greater impact than the rate. Throughout the proposal FTC has provided information on how we work more efficiently to keep our costs as low as possible.

FTC agrees to be bound by the requirements of the City's Request and the firm's response. We hope this proposal addresses any questions you may have. To better understand our unique approach, we strongly encourage you to speak with any of our references.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'James Barton', is written over a circular blue stamp.

Florida Technical Consultants
James Barton P.E., President

Tab 3: Reference Forms

Attachment B
REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation.

1. ENTITY/COMPANY NAME: Cooper City
ADDRESS: 11791 SW 49th Street
Cooper City, FL 33330
CONTACT NAME: Mr. Michael Bailey
CONTACT TITLE: Cooper City Engineer & Director of Utilities
TELEPHONE: 954-434-5519
E-MAIL (REQUIRED): mbailey@coopercityfl.org

2. ENTITY/COMPANY NAME: Town of Davie
ADDRESS: 7351 SW 30th Street
Davie, FL 33314
CONTACT NAME: Mr. Ronald Bolton
CONTACT TITLE: Utilities Director
TELEPHONE: 954-327-3769
E-MAIL (REQUIRED): Ronald_Bolton@semttribe.gov

3. ENTITY/COMPANY NAME: South Martin Regional Utility (SMRU)
ADDRESS: 9650 SE Water Street
Hope Sound, FL 33475
CONTACT NAME: Mr. Mario E. Loaiza, P.E.
CONTACT TITLE: Utility Director
TELEPHONE: 772-546-6259
E-MAIL (REQUIRED): mloaiza@tji.martin.fl.us

This page shall be completed IN FULL and submitted with your bid.

Firm's experience, qualifications and past performance

Florida Technical Consultants, LLC (FTC), a civil engineering firm with a GIS specialization was founded in January of 2014. Based on extensive experience using GIS for engineering projects, and as an ESRI Silver Business Partner with an ArcGIS Online Specialty, the Goal of FTC is to provide support services to Municipalities and Engineering firms through:

- Data Compilation and Analysis for Projects and Studies
- GIS Data Building, Cleaning and Configuring for Utilities / Public Works Management
- Implementing data collection and updates by utility staff,
- Asset management based on condition, maintenance, repair, and customer service data,
- Analyzing, compiling and reporting expenditure information by utility type or service area,
- Prioritization of results into a short or long term capital improvement plan,
- General GIS Software Training

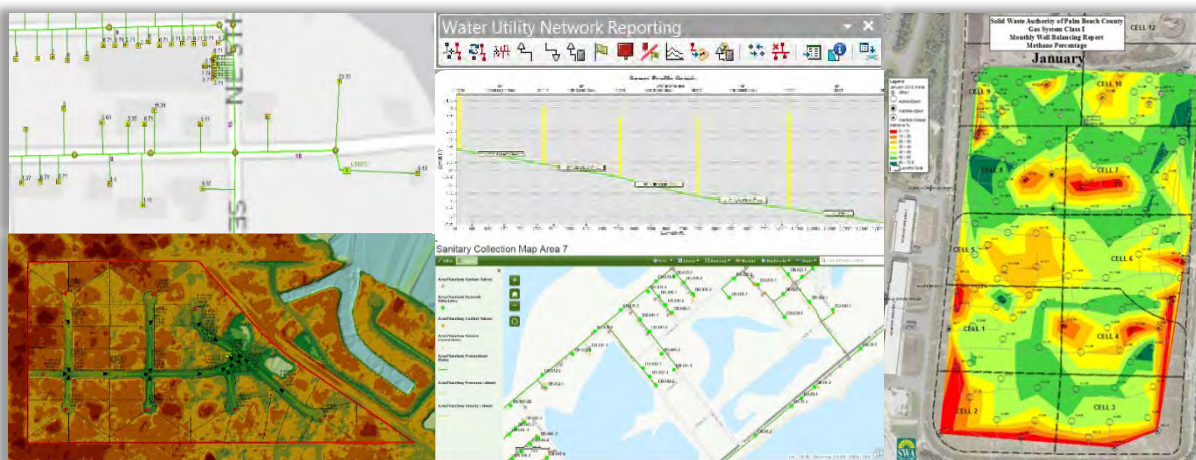
The founder, James Barton P.E. LEED AP has over 20 years of experience in engineering design and project management of water, sanitation and Stormwater programs, including water resources, infrastructure rehabilitation, and GIS implementation, environmental engineering, utilities, and road construction. Mr. Barton has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design and construction administration.

Since becoming an ESRI Authorized Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works, and engineering, yet has trained fire, police and city/town/county administrations.

FTC can offer engineering firms and departments improved efficiency through understanding and utilizing existing data, applying analysis tools and techniques for quality control, interfacing with contractors to track construction quantities and providing GIS record drawing submittals to clients.

James Barton, a licensed Professional Engineer in the State of Florida, # 59257 is the President, and sole owner of Florida Technical Consultants founded in January of 2014.

We recommend discussing our approach with our references.



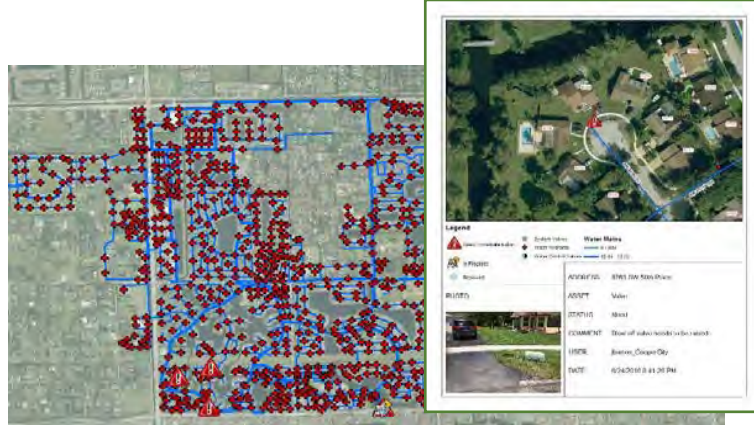
Project Descriptions

FTC is pleased to provide project descriptions of similar projects done locally. We encourage you to discuss our approach with our references.

Cooper City

Mr. Michael Bailey
11791 SW 49th Street
Cooper City, FL 33330
Phone: (954) 434-5519
mbailey@coopercityfl.org

FTC converted the City CAD Atlas to GIS. Systems included water, sewer, and drainage. Geometric networks were set up and run for valve isolation and capacity analysis. Coordinated label hydrants with Fire Dept. Tracked progress of valve turning contractor. ArcGIS Online Applications were developed, and staff trained to inventory, verify features and track emergency repairs. 10/10/2014 – present
\$155,125



South Martin Regional Utility

Mario E. Loaiza, P.E. -
Utility Director
9650 SE Water
Street Hobe Sound,
FL 33475 Phone:
(772)-546-6259
mloaiza@tji.martin.fl.us

FTC converted the utility atlas to GIS, including water and sewer. The process was complicated by the existing CAD parcel data being geographically incorrect in some cases necessitating field verification. Mobile apps were created in ArcGIS Online to validate data from the field. 5/1/2015 – present \$94,820



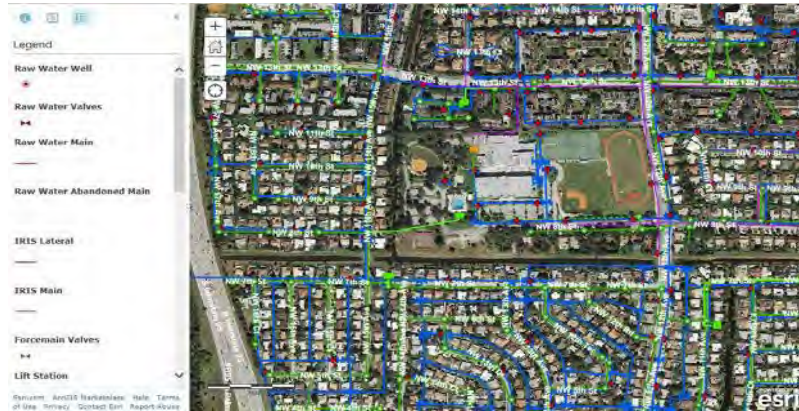
City of Boca Raton Utilities

Ms. Talia Garcia
4101 Glades Road
Boca Raton FL 33431
Phone: (561) 338-7307
TGarcia@ci.boca-raton.fl.us

FTC provided GIS services to the City of Boca Raton Utilities converting Water, Raw Water, Reclaim Water and Sewer Data from CAD to GIS. The data was migrated into the 10.2 Local Government Model Geodatabase. Geometric networks were set up and run for valve isolation and capacity analysis. These changes will be presented to ESRI to update the LGIM to support these systems.

1/1/2014 – present

\$25,000



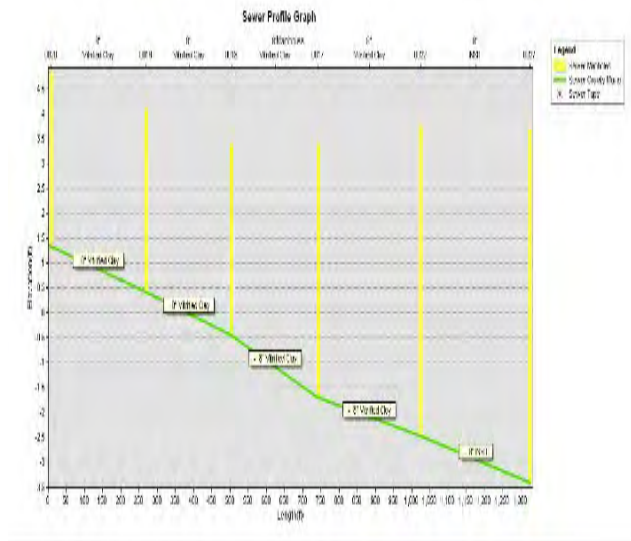
Solid Waste Authority of Palm Beach County

Ms. Josephine Rudd
7501 N. Jog Road
West Palm Beach, FL 33412
Phone: (561) 640-4000 x 4618
jrdudd@swa.org

FTC converted the Utilities CAD Atlas to GIS as a sub to another firm. Systems included site, water, sewer, drainage, leachate, electrical, gas well monitoring, water, and drainage. Several methods were used to map well monitoring values to visualize trends. FTC is now training SWA staff in converting CAD drawings to GIS and maintaining the system.

09/10/2014 – present

\$40,000



City of Dania Beach

Mr. Ronnie Navarro 1201
Stirling Rd
Dania Beach, FL 33004
Phone: (954) 924-6808
x 3615
rnavarro@ci.dania-beach.fl.us

FTC converted the City CAD Atlas to GIS with another firm. FTC is now field verifying the system and updating the GIS using high-resolution aerals and ArcGIS Online. Systems included water, sewer, and drainage. 08/10/2015 – present
\$110,712



Town of Davie

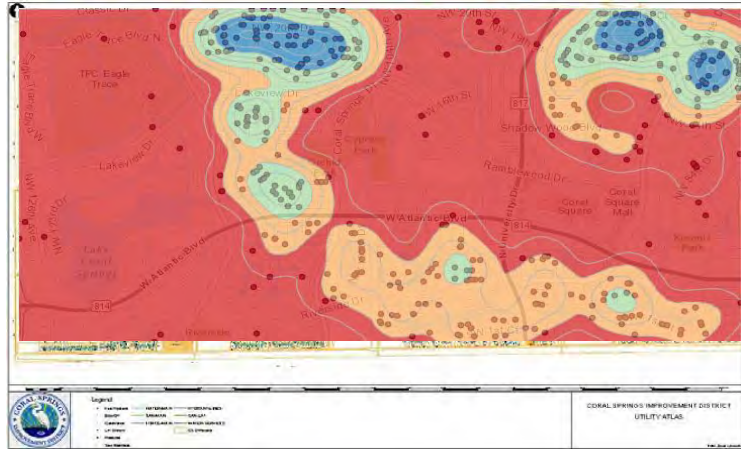
Mr. Ron Bolton
Utilities Project Manager
7351 SW 30 Street
Town of Davie, FL 33314
Phone: 954-327-3769
Fax 954-327-3752
ronaldbolton@semtribe.com

FTC converted the City CAD Atlas to GIS. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features. Systems included water and sewer.
09/15/2014– present \$266,128



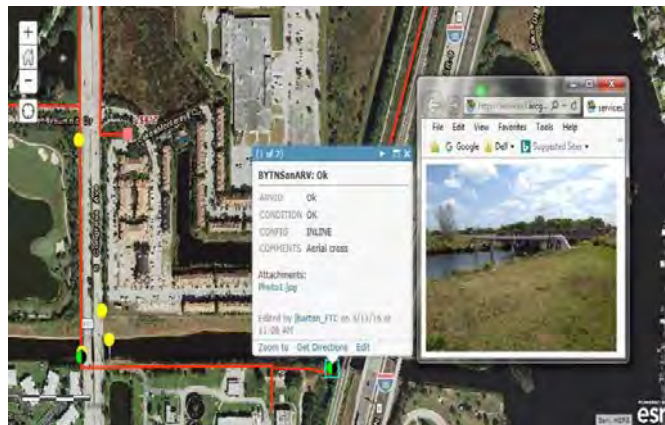
Coral Springs Improvement District Mr. Curt Diggins Supervisor, CSID
Coral Springs FL 33071
Phone: (954) 796 6608
CurtD@fladistricts.com

FTC provided data setup and training for the CSID to collect and input their data into GIS. Water main breaks were mapped. Density analysis provided replacement prioritization. Training was provided ArcGIS Online field apps and desktop.
10/01/15 – Present
\$40,530



Boynton Beach Utilities
Michael Low, Manager, Technical Services
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach, FL 33435
Phone: 561-742-6403
lowm@bbfl.us

FTC created a GIS Data set to support modeling in Potable Water, Sanitary Sewer, Reclaim Water and Stormwater. Several sources of existing data were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features.
12/01/16 – Present
\$194,378



Village of Tequesta

Mr. Brad Gomberg IT Manager
345 Tequesta Drive
Tequesta, FL 33469
Phone: 561-768-0554
bgomberg@tequesta.org

FTC converted the Village Utilities CAD Atlas to GIS. Systems included water and drainage. Coordination was done with Martin County and Loxahatchee River District to collect their facilities and input them into GIS. Water meters were mapped by geocoding. ArcGIS Online mobile apps were created for maintenance crews to validate information from the field. FTC loaded all data into an asset management system.

09/10/2015 – Present \$39,892



Village of Palm Springs

Kim Glas-Castro, AICP
LEED AP
Land Development Director
Village of Palm Springs 226
Cypress Lane
Palm Springs, FL 33461
Phone: 561-965-4016
Fax: 561-439-4132
kglas-castro@vpsfl.org

FTC serves as the GIS Department for the Village supporting:

- Utilities
- Public Works
- Planning and Zoning
- Libraries
- Parks
- Police

Village GIS functions include:

- Maintaining Addresses
- Demographic studies
- CRA Analysis and Mapping
- Mapping Police zones
- Online public-facing maps
- Story maps for Civic Engagement

FTC has been growing GIS throughout the organization through:

- Meeting with departments
- Developing GIS Data and Maps
- Training and follow-up with users to promote GIS



10/01/17 – Present
\$81,930

Village of Wellington

Bradley Wolak PE Assistant
Director, Utilities 12133 Ken
Adams Way Wellington, FL
33414

Tel: 561-753-2480

Fax: 561-791-4045

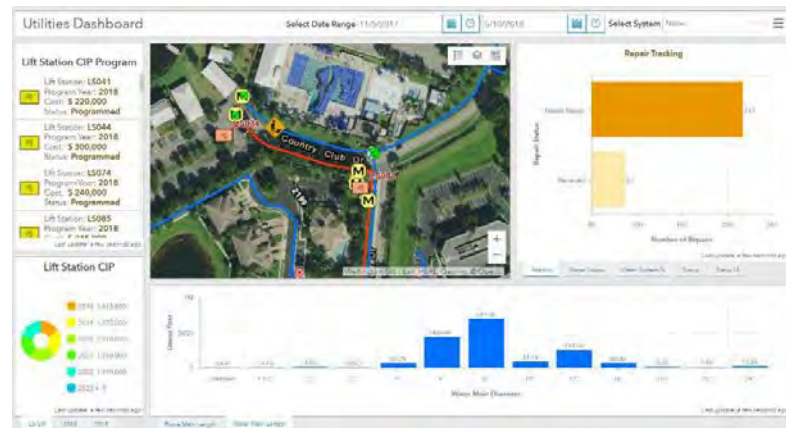
bwolak@wellingtonfl.go

v

FTC created a GIS Data set to support Potable Water, Sanitary Sewer and Reclaim Water. Field apps were created to find valves and track repairs. Over 2500 valves were mapped within three (3) months. Additional tools were built to track Lift Station CIP Rehabilitation Status. Dashboards were created to track field operations in real time.

10/01/17 – Present

\$35,000



TEAM QUALIFICATIONS

FTC has a staff of highly qualified GIS personnel with experience implementing GIS into Utilities. The team understands the importance of training the Town Staff to use GIS. To this end, they all have resumes which include extensive training. This local expertise is not available in other firms. The combination of a small team developing Town Staff makes the approach very economical. We highly recommend discussing our staff with our references.

James Barton P.E. President

James is the primary project contact and will provide all project management functions, program development, GIS utility data builds and on-site training. James has the background experience to cover all program components with 20 years of experience in engineering design and project management of water, sanitation and Stormwater programs, including water resources, infrastructure rehabilitation, and GIS implementation, environmental engineering, utilities, and road construction. Mr. Barton has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design and construction administration. Since becoming an ESRI Authorized Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works, and engineering, but has trained fire, police and city and county administrations.

Teresa Chapman

Teresa Chapman has over five years of engineering experience and GIS Implementation. Mrs. Chapman has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, utilities, and road construction.

Matthew Kurry MA, GIS Trainer

GIS Specialist Matthew has a Master's in Geography from FAU. He has served as a GIS specialist for the Seminole Tribe of Florida, and multiple local municipalities in South Florida. His main experience at FTC has been using higher GIS functions to perform analysis, geocoding, building mobile applications and train field crews to work with mobile applications to map features from the field.

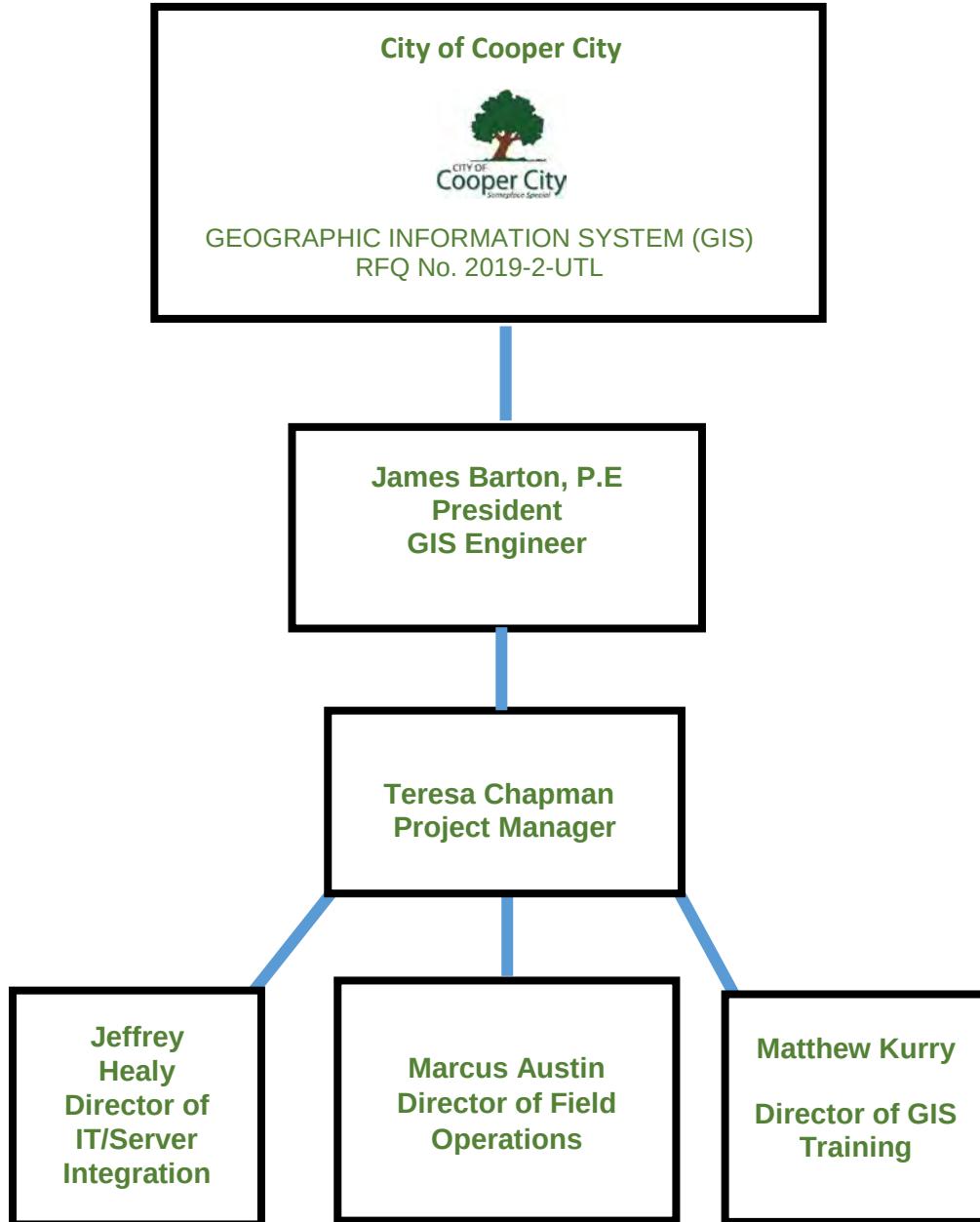
Marcus Austin, GC, Field Coordinator

Marcus is an expert in utility infrastructure having managed construction programs for several municipalities worth over 100 million dollars during the past 25 years. He uses GIS to manage construction and assess the condition of infrastructure. His main focus will be working with field teams to grow the use of GIS in the organization.

Jeffrey Healy

Jeffery Healy is an expert in IT application development in the medical services industry and consumer electronics distribution. Responsible for daily operations and infrastructure planning and deployment. Additionally, it provided LOB solutions for in house applications and EDI interface systems for clients. The last project was providing LOB solution to the smaller customer in business with application to web integration. Jeffrey is experienced on many platforms and operating systems from SQL to IIS and Exchange.

ORGANIZATIONAL CHART FOR FLORIDA TECHNICAL CONSULTANTS



Your main point of Contact will be James Barton P.E. FTC Office is located at 533 East Ocean Avenue, Suite # 2, Boynton Beach, FL 33435. FTC has worked closely with the City over the past 4 years.

Professional Resumes Below:

James Barton, P.E., LEED

AP Education

Bachelor of Science, Civil Engineering, Queens University

(Canada), 1990

Registration

Professional Engineer, Florida, 59257, 2003

Professional Affiliations

American Society of Civil Engineers
American Water Works Association
Florida Engineering Society

Urban and Regional Information Systems Association

(URISA)

Certifications

ESRI Authorized Trainer
LEED Accredited
Professional

Mr. Barton has over 20 years of engineering experience both internationally and domestically. The main focus of his international experience includes engineering design and project management of water and sanitation programs, including water resources, infrastructure rehabilitation, and GIS implementation. His domestic experience includes environmental engineering, utilities, and road construction. Mr. Barton routinely integrates GIS technology with engineering.

He is working with ESRI developing software tools to assist in detail design and is experienced with implementing GIS/ GPS for construction field inspection. He is currently studying towards a Certificate in Integrated

Watershed Management and a Certificate in Visual Planning (GIS Technology).

He has been using GIS in engineering since 1999 and became an ESRI Authorized Trainer in 2003. Since then, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works, and engineering, but he has also trained fire, police and city administration.

He started using GIS in his day-to-day activities for simple outputs such as construction maps for contractors and public information campaigns. This led to using GIS for permit maps, analysis and project planning for proposals and finally design projects. In 2004, he started working with ESRI developing GIS tools that could be used for detailed design and transferring data out of and into the CAD environment.

These tools have been presented at numerous conferences and user group meetings. One of the latest developments is linking design tools with existing LIDAR data. This allows for a conceptual design with real elevations without the survey, taking survey out of the critical path of project planning.

Mr. Barton has provided training to

- ☐ Chen and Associates, 2004, 2005
- ☐ Islamorada, Village of Islands, 2005
- ☐ City of Sunrise, 2006
- ☐ City of Marathon, 2006, 2009
- ☐ Monroe County Property Appraisers Office, 2006
- ☐ Wantman Group, 2007
- ☐ Florida Keys Aqueduct Authority, 2007
- ☐ City of Dania Beach, 2007
- ☐ City of Miami Gardens, 2009
- ☐ Coral Springs Utilities 2011
- ☐ Highland Beach 2015
- ☐ Town of Davie 2015
- ☐ Coral Springs Improvement District 2016

Mr. Barton also founded the Florida Utility User Group, which works on integrating GIS technology into engineering. The group currently has over 300 members.



Teresa Chapman

Education

Bachelor of Science, Ocean Engineering Florida
Atlantic University 2010

Professional Affiliations

American Public Works Association
American Society of Civil Engineers
Florida Engineering Society

International Propeller Club of the United States
Palm Beach Countywide GIS Forum

Certifications

InfoWater Training Certificate
Stormwater Management Inspector MOT

Teresa Chapman has over five years of engineering experience and GIS Implementation. Mrs. Chapman has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, utilities, and road construction.

Mrs. Chapman has utilized GIS in real-world engineering situations to improve information management and decision support for both the Client and Engineers. She has performed data collection, tracking, and analysis for multiple municipalities. Her experience in the engineering field assists with her ability to understand the client's needs and give practical solutions.

Mrs. Chapman is active in both the Engineering and GIS community. She has served on the American Public Works Association Board for both the Gold and Treasure Coast Branches. She currently serves on the Board for the American Society of Civil Engineers. She currently serves on the Board for the Palm Beach Countywide GIS Form which plans an annual GIS Expo in Palm Beach County.

Project Experience

Boynton Beach Utilities

Responsible for creating GIS Datasets to support modeling in potable water, sanitary sewer, reclaimed water and stormwater. Several sources of existing data were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed to identify routine procedures to improve efficiency. Dashboard applications were created to provide management with real-time progress tracking. Staff was trained to inventory and field verify features.

Cooper City

Created data tracking applications for Public Works and Utilities Department which include Asphalt Restoration per year, Sidewalk Replacement per year, LED Street Light Upgrades. Water, Sewer and Stormwater systems were also converted from the city CAD Atlas to GIS.

South Martin Regional Utility

Installation of new water systems in local neighborhoods which included design, permitting, construction administration, shop drawing review, RFI responses, inspections, and construction certification. Converted the entire utility atlas to GIS, including Water and Sewer systems. Translated an existing PDF asbuilt tracking system to GIS which could be accessed remotely were merged and topologically cleaned for snapping, node creation. Elevations were extracted and used to populate nodes. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features. Trained and work closely with Staff to perform utility updates for all utility data sets.

Town of Palm Beach

Involved in numerous utility design, permitting, construction services and GIS projects for the Town. Utility projects include Water and Drainage systems. Directly worked with Public Works Staff to inventory data and built datasets for tracking and public outreach. Worked closely with the GIS department to develop best practices, applications, and training for various departments around the Town utilizing GIS data.



Matthew A. Kurry

Education

Florida Atlantic University, Boca Raton, Florida, College of Science Department of Geography and Geology Graduate Program, Geographic Information Science emphasis, Graduation May 2004

Awarded a Graduate Teaching assistantship in World Geography Spring 03-04 & Map Analysis Spring04 Elected to Gamma Theta Upsilon International Geographical Honor Society

West Virginia University, Morgantown, West Virginia. College of Liberal Arts; Geographic Information Science/ Remote Sensing Major, December 2001 graduation

Elected to serve two semesters as a student Teaching Assistant in Communication Studies.

Computer / Technical

Geographical Information Systems/Remote Sensing: ESRI ArcGIS and components 8.3-10, Map Info Professional & AnySite Package, Microsoft Street and Trips 2012, Tremble GPS & components, Erdas Imagine 3D GIS, GeoVec, Alteryx Engine ESRI Virtual Campus training, CAD to GIS conversion, Digital image interpretation, Photogrammetry, LIDAR,

Database Management: Business Objects, Oracle, MS Access, ESRI SDE 9.1

Operating Systems: Windows NT, XP, Unix, DOS, Linux

Miscellaneous: Adobe Photoshop, Digitizing, Large Format Scanning and Printing, Web Page Design

Mr. Kurry has strong analytical and technical skills with current Geographic Information Systems experience. He has familiarity and real-world practice with ESRI and MapInfo products, remote sensing, data validity, and collection techniques. Mr. Kurry received both a Masters and Bachelors in Geography with coursework in GIS, remote sensing and Urban and Regional Planning. Proven team player and individual contributor with valuable leadership and mentoring skills.

Florida Technical Consultants

November 2015-Current

Employed as a Senior GIS Consultant responsible for utilities data migration and integration.

Accountable for providing GIS support services to municipalities, engineering firms, and contractors.

Assignments include

- ☐ CAD to GIS conversion,
- ☐ ArcGIS Online application development
- ☐ GeoCode geographic data sets (meters, etc.)
- ☐ Large data migrations
- ☐ Utility atlas production
- ☐ On-Site Field Training

Broward County School Board

March 2014-November 2015

Served as a daily substitute teacher in Broward County public schools. Provided classroom instruction at the assigned institution.

Robert K Futterman. New York

November 2012-February 2014

Senior GIS Analyst at national retail real estate firm. Primary responsibilities include the creation of competition maps, demographic analyses, and maintenance of a proprietary database.

Toys R US Corporate. Wayne, New Jersey

December 2011- November -2012

Research analyst at Toys R US corporate headquarters. Responsible for conducting GIS Based analytical research and location selection.

NOVA Southeastern University. Ft. Lauderdale School of Business and Entrepreneurship

April 2010- December 2011

Employed by NOVA University teaching GIS for Marketing to MBA students in the Real Estate

Broward College. Davie Campuses

December 2009 - December 2011

Geography professor. Classes included GIS 1&2, Remote Sensing, World Geography, Natural Resources, Human Geography and Introduction to Geography.

City of Oakland Park Florida

April 2011-September 2011

Contract GIS analyst to digitize and update existing utility atlas, analyzing aerial photography to locate and digitize utility sewer features such as manholes, lift stations, and sewer lines. Use ground control points to orthorectify raster images to be overlaid on aerial photography.

Marcus Thaddeus Austin, GC, LEED AP

Education

Associate of Science, Civil / Architectural Engineering, Hudson Valley Community College, 1987

Registration: General Contractor's License, Florida, 1506546, 2003

Mr. Austin brought 29 years of design and development experience in South Florida to Florida technical Consultants as the Director Field Services and project coordinator. He was involved in both vertical and horizontal projects, with a construction value of over \$167 million. These projects included the Broadview Park Neighborhood Improvement Projects and various civil engineering projects for municipalities such as the City of Coral Springs, Pompano Beach and Ft. Lauderdale. Other building projects include Fire Station 80 for Coral Springs, completed in 2010 was one of the first "Green" LEED-certified buildings in south Florida.

He obtained his General Contractor's License in 2002, expanding the firm's construction management capabilities which included project management for building construction projects and design builds for infrastructure systems. Mr. Austin holds a Water Distribution Level 2 certification, is a certified NPDES and OSHA Training instructor and teaches these courses throughout the State of Florida.

Regional Wastewater Treatment Plant. This project included reviewing and verifying existing paper as-built drawings for all processes within the treatment plant and creating a comprehensive as-built drawing in AutoCAD format as well as a schematic of the plant's systems.

The process included geo-referencing as-built, utilization of subsurface utility engineering (SUE) soft-digs to locate the precise locations of the existing utilities and then to correct the final drawings. The resultant product is the most accurate representation of subsurface utilities

ever presented for the NRWTP, assisting in the future design and construction decisions. Additionally, the individual process diagrams were updated and reprinted for ease of the Plant Operators.

NC2-1 Watermain Improvements, Broward County, FL. Project to prepare the 2000 linear feet watermain design for Broward County. This project was designed in conjunction with the City of Pompano Beach NC2-1 drainage improvements which were also designed by CMA. The project was completed in fall 2013.

BCWWS NRWTP Facilities, Broward County, FL. CMA prepared updated atlas information for the NRWTP to bring system documentation up to date.

Broward County PS310

Construction Management Services,

Ft Lauderdale, FL. Providing construction management services, including daily inspections on Broward County Master Pump Station 310 for civil, structural, mechanical, electrical, plumbing, emergency power generation and architectural work. Daily reports describing the work that was performed including pictures and any issues that arose each day were a key element for the overall management of the project. This project replaced and upgraded the existing Master Lift Station 310 that was located just east of I-95 and south of SW 42 Street, which conveyed wastewater from the Fort Lauderdale International airport and portions of Dania Beach to the Hollywood treatment plant.

Hurricane Irma-Disaster Response Recovery, Marathon, FL

The project involved the design, permitting, and construction administration services for the All Aboard Florida Ft. Lauderdale Station. The project in Downtown Ft. Lauderdale, between W. Broward Blvd., NW 4th Streets. This project is one Inline Station for the overall All Aboard Florida Rail Project, which proposes passenger rail service from Miami to Orlando.

Jeffrey J. Healy - IT\NS

Mr. Healy possesses 30 years of hands-on experience in the realm of Information Technology, ranging from infrastructure design and support to software development and implementation. As a multi-discipline software developer, he has created a variety of interface and monitoring services as well as developing, designing, and supporting various SQL platforms. Much of Mr. Healy's experience revolves around advanced infrastructure design and support.

Computer/Technical

Languages C#, VB, TSQL, PSQL, PowerShell, FORTRAN, COBOL

Databases MS SQL 4-2016, Azure, DB2, Pervasive, MySQL

Operating systems

Windows Servers NT4 – Server 2016
Cisco CIOS, Linux, Server Platforms
MS Exchange 2012-2016 MSSQL 4-2016, SharePoint 2010-2016, TFS 2012-2018 & MS CRM 2016

Applications

Word, Excel, Access, Visio, Project, ArcGIS, Visual Studio 2003-2017

Experience

DBA\SQL DEVELOPER

June 2017 – February 2018

HealthTrust-Enterprise

Senior Software Engineer
Database administrator and developer
September 2016 - April 20017

G4S .NET Developer

Senior Application Developer and Analyst Nov 2011 – September 2016
Aurora Diagnostics
System design and development & Technology Consultant
Sep 2010 – Nov 2011

Gator Electric Services/South FL

Application Developer
Technology design and installation Jan 2010 – Jun 2010

Lashing International

.NET Developer
IT Director\Application Developer Oct 2007 – Apr 2009

IAVI

IT Operations\Staff & Subcontractor Management IT Director
Oct 2002 – Apr 2007

Hayes Clinical Laboratory

IT Operations\Staff & Subcontractor Management

Adak Region School District Assistant

Director of Maintenance Directly responsible for facility maintenance and infrastructure maintenance and upgrade.
April 1994 – April 1996

United States Navy

Cryptology Maintenance Technician (NEC9297) April 1990 – April 1994
Infrastructure support, Installation, and Maintenance of Geolocation reconnaissance system.

City of West Palm Beach

Irrigation Designer May 1988-April 1990
Design Irrigation system for Parks and recreation department

South Florida Regional Water and

Wastewater District
Maintenance Mechanic 2
April 1986- May 1988

Professional Licenses & Insurance Certificates as applicable (PDF format)

Florida Technical Consultants is an authorized Professional Engineering firm in the State of Florida and Certified Small Business in Palm Beach County. James Barton PE is a registered Professional Engineer in the state of Florida.



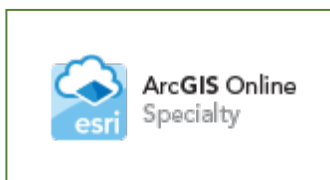
James Barton



James Barton created the Florida Utility User Group which has regular open meetings where new developments and applications are discussed.



FTC is a Silver Tier ESRI Partner. ESRI recognizes FT as a firm that actively promotes GIS to the community.



FTC is an Online Specialty Partner. FTC has advanced skills in implementing ArcGIS Online for increasing field mobility.

Corporate Charter and Tax Receipts

State of Florida
Department of State

I certify from the records of this office that FLORIDA TECHNICAL CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2014.

The document number of this limited liability company is L14000011037.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on February 15, 2019, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2019.


Ronald R. McCall
Secretary of State

Tracking Number: 4513451790CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed:
<http://www.mv.hawaii.gov/Files/Certificates/Office/CertificateAuthentication>

City of Boynton Beach Certificate of Use/Business Tax Receipt
Expires on September 30, 2019

Business Control Number: 0034032
Date Issued: 08/24/18
Business Name: Florida Technical Consultants
Business Location: 533 E Ocean Ave 2

Any changes in name, address, suite, ownership, etc. will require a new application.

COUNTY Number	Classification Code	Classification	Additional Information
19-00049202	541330	ENGINEER - PER PROFESSIONAL	ENGINEERING FIRM - JAMES BARTON



City of Boynton Beach
100 E Boynton Blvd • Boynton Beach, FL 33425-0190

City of Boynton Beach Certificate of Use/Business Tax Receipt
Expires on September 30, 2019

Business Control Number: 0034032
Date Issued: 08/24/18
Business Name: Florida Technical Consultants
Business Location: 533 E Ocean Ave 2

Any changes in name, address, suite, ownership, etc. will require a new application.

COUNTY Number	Classification Code	Classification	Additional Information
19-00049201	CU2	CERT OF USE & OCC COMM	



City of Boynton Beach
100 E Boynton Blvd • Boynton Beach, FL 33425-0190



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

401 West ATLANTIC AVE Ste 09
DELRAY BEACH, FL 33444

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0064 ENGINEER	BARTON JAMES	59257	818.541662 - 09/22/18	\$33.00	840186367

This document is valid only when receipted by the Tax Collector's Office.

B3 - 408

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
533 E OCEAN AVE STE 2
BOYNTON BEACH, FL 33435

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015083784
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

533 East OCEAN AVE Ste 2
BOYNTON BEACH, FL 33435

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0016 ENGINEER BUSINESS	FLORIDA TECHNICAL CONSULTANTS LLC	228201914136	818.541675 - 09/22/18	\$33.00	840185742

This document is valid only when receipted by the Tax Collector's Office.

B1 - 409

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
533 E OCEAN AVE STE 2
BOYNTON BEACH, FL 33435

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018106537
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Palm Beach County Small Business Certification



Tab 4: Technical Solution

Please find below a detailed description of the items in the Scope of Service and the FTC approach to complete each task. In each we have tried to identify how to perform the services at minimal cost to the City.

5.1 SCOPE OF SERVICES: The Proposer shall perform, as needed, continuing GIS consulting services for the City. The applications for which consulting services will be needed will require close and frequent liaison with the City's Utilities Department, Public Works Department, and may be expanded to other departments. Priorities and delivery schedules will be established by the City's Utilities Director / City Engineer and may be changed or amended frequently. Most tasks will be web and web applications based, and may include but are not limited to, the following:

FTC has developed and provided a methodology of GIS support services that has been adopted by the City of Cooper City since 2014. We have provided continued GIS services to Utilities, Public Works and Planning and Zoning. Our methodology of working closely with staff has kept our costs low, since we leverage the knowledge of staff in lieu of rigorous independent research. We have maintained an effective project management strategy of establishing priorities with the City's Utilities Director / City Engineer and providing completed deliverables on a task by task basis. To date we have:

- Created the Water and Sewer Atlas based on CAD drawings and liaison with staff
- Created a Stormwater Atlas based on a wall map and liaison with staff
- Implemented a web based interface of the atlas
- Created mobile applications to flag corrections
- Developed asset management tracking tools for a variety of maintenance applications
- Cataloged and mapped Record Drawings
- Interfaced with outside agencies, engineers and contractors
- Worked with Public works on landscape, lighting, sidewalks and asphalt overlay tracking
- Created GIS layers for land use and zoning
- Performed analysis to support CRS submittals
- Provided extensive GIS training to staff
- All other requests

For the following scope items, we elaborated on the work completed and gave an indication as to whether the data requested is easy or would require more resources. The idea is to prioritize based on a balance of need and cost.

5.1.1 UPDATE AND CORRECT EXISTING DATA

FTC has created a field change request tool used by staff to flag changes in the data. The process is:

- Staff find a data issue and add a point on the map with a photo
- FTC updates the GIS data, usually in liaison with staff
- The corrected data is posted to the web platform

Moving forward, FTC will recommend this process become more frequent and formalized so changes are captured and data is updated. This is especially true for water valves. We typically spend 4 – 8 hours per month with other clients, which works really well.

5.1.1.1 Create web applications for the field collection of various City infrastructure assets

FTC built a web application and continues to support it through user-driven enhancements.

5.1.1.2 Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information.

FTC has cataloged the existing record drawings and created points on the map with links to the drawings. The progress of this effort has been limited by budget. Completing this and providing training should be a top priority moving forward.

5.1.1.3 Attributes/Assets to be added/verified include:

- *5.1.1.3.1 Boundaries*
 - *5.1.1.3.1.1 Service Area boundaries*
 - *5.1.1.3.1.2 Neighborhood/ Subdivision Boundaries*
 - *5.1.1.3.1.3 Municipal Boundaries*
 - *5.1.1.3.1.4 Utility Service Area*
 - *5.1.1.3.1.5 Zoning Map*

FTC has created boundaries for the City Boundary, Record Drawing Drawers, Stormwater Maintenance Zones, Land Use and Zoning. The City can provide guidance to adjust the Utility Service Area quickly. Neighborhoods and Subdivisions would require more effort.

5.1.1.4 Pipelines:

- *5.1.1.4.1 Material (Pipe & Casing)*
- *5.1.1.4.2 Year Constructed/ Rehabilitated*
- *5.1.1.4.3 Diameter (Pipe & Casing)*
- *5.1.1.4.4 Abandoned vs in service*
- *5.1.1.4.5 Flow Directions*
- *5.1.1.4.6 Main break locations & year*
- *5.1.1.4.7 Valve locations, type*

A lot of work has been done to capture most of this data. Material, Diameter, Abandoned and Flow Direction may require slight updates which can be accomplished by implementing regular updates (See 5.1.1). The Record Drawing App will assist with the Year Constructed. Historical main breaks can be generated from an excel table of addresses, or through a mobile app. Valves need to be completed by FTC and Staff visiting the few that could not be located.

5.1.1.5 Utility Easements - O.R. book & Page #

This layer could be expensive to create depending on the level of resolution required. If it is a priority, we will capture what we can from Record Drawings. Again, the Record Drawing App described in Sec 5.1.1.2 will assist in this effort.

5.1.1.6 Manhole/ Cleanout

- *5.1.1.6.1 Rim & Invert elevations*
- *5.1.1.6.2 Year Constructed/ Rehabilitated*

Manhole Rim elevations can be derived from County digital elevation model. Inverts are more expensive to generate and it is not recommended that the City store this in the GIS for liability reasons. The Year Constructed / Rehabilitated can be derived from a combination of the Record Drawing App (5.1.1.2) and working with staff.

5.1.1.7 Fire Hydrant

- *5.1.1.7.1 Number*
- *5.1.1.7.2 Flow rating & recent test flow data*

FTC has been maintaining the hydrant layer for Utilities and Fire. We previously built a Flow Testing App to record testing results in the field. This App should be reviewed and training provided so staff can extract the year end data results required.

5.1.1.8 Lift Station

- *5.1.1.8.1 Number*
- *5.1.1.8.2 Public VS Private*
- *5.1.1.8.3 Pump information & design flow rate*
- *5.1.1.8.4 Wet well Depth & influent/ effluent pipe data*
- *5.1.1.8.5 Contributing areas/ cascading station information*

The Sanitary Pressure System layer has been created but not prioritized to this level of detail. This system can be upgraded by making a specific project with the following process / deliverable:

- Review Numbering / Completeness / Ownership with staff
- FTC create a database structure to capture all data required
- Update the data through desk research, record drawings
- Create mobile app with existing information
- Staff visit sites to field verify diameters, configurations, etc.
- FTC build Lift Station flow boundaries (this will assist correcting the gravity mains layer)

5.1.1.9 Backflow Prevention Devices

- *5.1.1.9.1 Year Installed*
- *5.1.1.9.2 Type/ size*
- *5.1.1.9.3 Certification # & Date*

FTC has provided many clients with Backflow GIS Applications, each one slightly different based on specific needs. The best approach is to separate the project into:

- Inventory – Put them in a map
- Inspection – Build a tracking tool to capture annual data

5.1.1.10 Other assets may include light posts, trees, sidewalks, and streets.

FTC has been providing these support layers to Public Works. We have not been tasked with mapping trees, although we have implemented several approaches with other cities including aerial interpretation with NAIP imagery to detailed tree installation apps. We have even mapped community tree give-away programs.

5.1.2 Provide GIS data to third parties as directed by City.

FTC has interfaced directly with third parties upon request.

5.1.3 Host accessible GIS data during the collection and quality control portion of the process and provide final data to the City.

Currently FTC houses a complete set of City data. However after all significant updates, the data is reposted to the City Online Platform. That means that the City always has the latest GIS data which can be downloaded and distributed by City staff as necessary. We feel this data process provides transparency which is crucial for Cities to ensure they are not held captive by any private firms.

5.1.4 Update existing GIS utility map to include City utility service area and facilities for use by City utility locating contract vendor.

FTC has had discussions with the locating contractor. This process can be quickly formalized. The City contract can be modified to include this process. The contractor will be eager to participate because they want a background layer of reliable data. They will have access to the tool described in 5.1.1 so they can flag data updates when required.

5.1.5 Provide hyperlinks to as-builts on desktop utility map.

This process has started by adding points for each record drawing (see 5.1.1.2). The next step would be to make a polygon layer which shows the extent of each drawing. This second step has significant value but is more expensive.

5.1.6 Provide training to City personnel as needed.

FTC has provided training to City staff. This is one of our main goals. We work in several surrounding municipalities, e.g. Davie, Dania, Southwest Ranches. Combining training dates will decrease drive time and reduce costs. We can also do video conferencing, especially to do data updates.

5.1.7 Special work orders for the development of GIS layers for various applications and/or related Capital Improvement project.

FTC can adapt the GIS program to any support an overall CIP program or any specific CIP project. We actively build Apps to track construction projects, capturing quantities, daily progress reports and site photos. These tools can be developed for City staff to perform inspections.

5.1.8 Evaluation of existing GIS system, and recommendations for future applications & improvements

The City and FTC have worked closely together for several years. Much of the data has been built and staff are using the applications daily. Now that everyone is familiar with the functionality of the platform and opportunities for development, we can put together a comprehensive plan.

At some point the applications required will exceed the functional limits of the Online system, and the City will want to implement a larger asset management system. FTC can assist the City with determining the best software and help implement through developing workflows for maintenance.

5.2 ADDITIONAL INFORMATION

5.2.1 Experience – Three similar projects within the last three years one of which was in Broward County or five in Florida

The FTC project reference sheets provide several similar projects done in surrounding municipalities with similar scopes, including Cooper City.

5.2.2 Availability – Should have an office in the tri-county area and/or have a representative available for bi-weekly on site status meetings

The FTC Office is in Palm Beach County. We are regularly on site for meetings.

5.2.3 References

We encourage the City to discuss our services with any of our references.

5.2.4 Resume – Company and/or staff resume

Detailed resumes are included in Tab 4.

5.2.5 Budget – The City intends to budget between \$25,000 & \$50,000 annually for these services

This budget is consistent with our approach and past experience.

Tab 5: Required Attachments - Executed copies of required attachments
(Attachments C-L of this RFP)

ATTACHMENT C

(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: James Barton, P.E., President
(print individual's name and title)

for: Florida Technical Consultants, LLC
(print name of entity submitting sworn statement)

whose business address is: 533 East Ocean Ave. Suite # 2, Boynton Beach, FL 33435

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-1886339

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C

(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

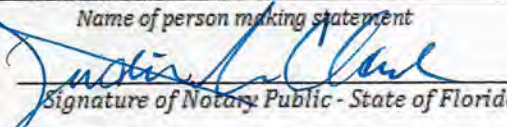
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 2019, by: <u>James Barton, P.E.</u>	
<i>Name of person making statement</i>	
 Signature of Notary Public - State of Florida	
(NOTARY SEAL)	
	
Personally Known ☒	Type of Identification Produced _____

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: James Barton, P.E., President

(print individual's name and title)

for: Florida Technical Consultants, LLC

(print name of entity submitting sworn statement)

whose business address is: 533 E. Ocean Ave, Suite # 2, Boynton Beach, FL 33435

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-1886339

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

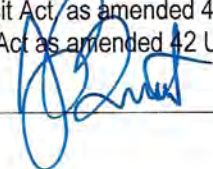
The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

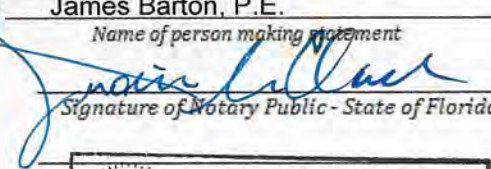
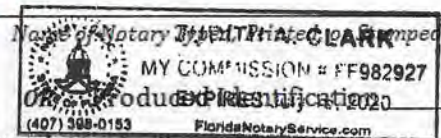
The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature



STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 20 <u>19</u> , by: <u>James Barton, P.E.</u>	
<i>Name of person making statement</i>	
(NOTARY SEAL)	 <i>Signature of Notary Public - State of Florida</i>
Personally Known ☒	
Type of Identification Produced	

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, James Barton, P.E., being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

47-1886339

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Florida Technical Consultants, LLC

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

533 East Ocean Avenue, Suite # 2, Boynton Beach, FL 33435

Street Address

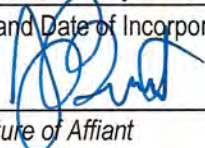
Suite

City

State

Florida, January 21, 2014

State and Date of Incorporation:



Signature of Affiant

04/18/2019

Date

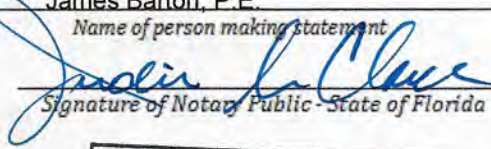
James Barton, P.E.>

Print Name

STATE: **FLORIDA**
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18th day of
April, 2019, by: James Barton, P.E.

Name of person making statement


Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Public **JUDITH A. CLARK**

MY COMMISSION # FF982927

EXPIRES 12/31/2020

(407) 398-0153

FloridaNotaryService.com

Personally Known ☒ OR ☐

Type of Identification Produced

Attachment F

Attachment G

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FLorida Technical Consultants, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ 	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 533 East Ocean Avenue, Suite # 2	Requester's name and address (optional)
	6 City, state, and ZIP code Boynton Beach, FL 33435	www.irs.gov
	7 List account number(s) here (optional) 	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	7	-	1	8	8	6	3	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Click Here to Sign	James Barton, P.E.	Date ▶	04/18/2019
-----------	----------------------------	--------------------	---------------------------	--------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment H

**REQUEST FOR PROOF OF
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faiia.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harvey E. Oyer Jr. Inc. Oyer, Macoviak and Associates 511 East Ocean Avenue Boynton Beach FL 33435		CONTACT NAME: Robert Macoviak PHONE (A/C, No, Ext): (561) 732-9305 E-MAIL ADDRESS: rmacoviak@oyerinsurance.com FAX (A/C, No): (561) 364-9848	
INSURED FLORIDA TECHNICAL CONSULTANTS LLC 533 E OCEAN AVE SUITE 2 Suite 9 BOYNTON BEACH FL 33435		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: CNA Insurance Company INSURER C: Hiscox Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 10200	

COVERAGES**CERTIFICATE NUMBER:** CL193704533**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			6021699408	10/25/2018	10/25/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Pkg Arch/Engr/Survey \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6021699408	10/25/2018	10/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐			N/A	6025101036	02/24/2019	02/24/2020
C	Professional Liability			UDC-1734967-EQ-17	04/18/2018	04/18/2019	Aggregate each claim 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Cooper City 11791 SW 49th Street Cooper City FL 33330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

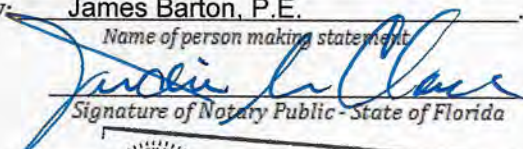
<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
James Barton, P.E.	12008 Northlake Drive, Boynton Beach, FL 33436	100 %
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant
James Barton, P.E.

Print Name
04/18/2019

Date

STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 20 <u>19</u> , by: <u>James Barton, P.E.</u>	
	<i>Name of person making statement</i>
(NOTARY SEAL)	 <i>Signature of Notary Public - State of Florida</i>
JUDITH A. CLARK Name of Notary Typed, Printed, or Stamped MY COMMISSION # FF982927 EXPIRES July 16, 2020 FloridaNotaryService.com	
Personally Known ☒	OR Produced Identification ☐
Type of Identification Produced _____	

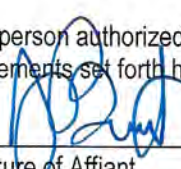
ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**
Florida Technical Consultants, LLC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

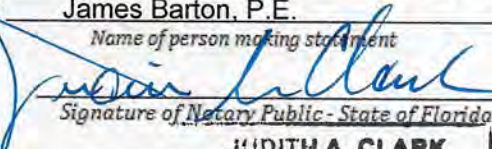
"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".



Signature of Affiant
James Barton, P.E.

Print Name
04/18/2019

Date

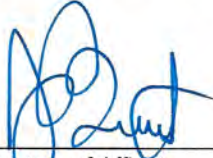
STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 2019, by: <u>James Barton, P.E.</u>	
Name of person making statement	
(NOTARY SEAL)	 Signature of Notary Public - State of Florida
	JUDITH A. CLARK
	NAME # FF082827
	EXPIRES July 16, 2020
Personally Known ☒	(407) 398-0153
Type of Identification Produced	Produced Identification

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, James Barton, P.E. of Florida Technical Consultants, LLC, attest that all personnel used in
(Print Name) (Company Name)

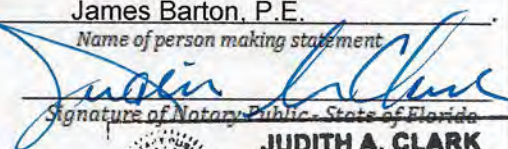
the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.



Signature of Affiant
James Barton, P.E.

Print Name
04/18/2019

Date

STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 20 <u>19</u> , by: <u>James Barton, P.E.</u> Name of person making statement	
(NOTARY SEAL)	 Signature of Notary Public, State of Florida
	JUDITH A. CLARK MY COMMISSION # FF982927 EXPIRES July 16, 2020 FloridaNotaryService.com
Personally Known ☒ OR Produced Identification ☐	
Type of Identification Produced _____	



ATTACHMENT L

Scrutinized Companies Affidavit

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, James Barton, P.E., President, on behalf of Florida Technical Consultants, LLC

Print Name and Title

Company Name

certify that Florida Technical Consultants, LLC does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Florida Technical Consultants, LLC

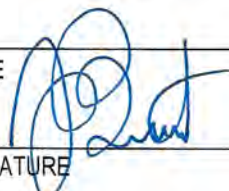
COMPANY NAME

James Barton, P.E.

PRINT NAME

President

TITLE



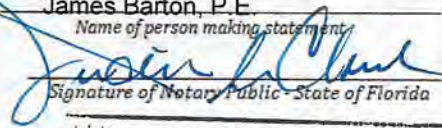
SIGNATURE

STATE: **FLORIDA**

COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 18th day of April, 2019, by: James Barton, P.E.

Name of person making statement



Signature of Notary Public - State of Florida

(NOTARY SEAL)

JUDITH A. CLARK

Name of Notary Typed, Printed, or Stamped

MY COMMISSION # FF982927

Personally Known ☒

OR Produced PIRES July 16, 2020

Type of Identification Produced

FloridaNotaryService.com



Addendum #1 – Questions & Answers

(Issued Friday, April 12, 2019)

RFP 2019-2-GIS, Geographic Information System (GIS) Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: Previous and/or current City contract for Geographic Information System (GIS) Services and the winning firm's proposal as well as all available related purchasing / solicitation documents.

Answer 1: See attached.

Question 2: Is this an existing contract? If yes, who is the current incumbent?

Answer 2: See attached.

Question 3: In Section 6.3 Evaluation Criteria table, it mentions how Tab 1 – 3 and 5 will be evaluated. Can you please clarify how Tab 4 will be evaluated?

Answer 3: Tab 4, Technical Solution will be evaluated as part of the 30 points for item Understanding of the project and what is needed by the City as presented in the Letter of Transmittal (Tab 2) and the Proposal Form (Tab 1).

Question 4: Can you provide the following GIS Inventory:

Answer 4:

- a. Number of ArcMap Licenses
 - 1 ArcGIS Desktop Standard Concurrent Use**
 - 1 ArcGIS Desktop Basic Single Use**
 - 10 ArcGIS Online Creator (Formerly Level 2 Named User)**
- b. License Level
 - See Above**
- c. ArcGIS Server
 - None**
- d. Number of 'field collection' units and Type
 - Six Apple Items**

Question 5: How does Cooper City plan to host GIS data long-term (internally and/or externally)?

Answer 5: Section 5.1.3. of the Bid states that the contractor shall "Host accessible GIS data during the collection and quality control portion of the process and provide final data to the City." Ultimately, the City will host the data internally.

Question 6: Is there field data collection expected for this contract and if so, to what extent?

Answer 6: Any field data collection requested of the vendor will be very limited.

Question 7: The RFP mentions hosting – to what extent? Who will be hosting data (i.e. as-builts), long-term?

Answer 7: The City may host the storing.

Question 8: How large are the files, how many files are there, and where will they be stored temporarily?

Answer 8: The files are not store locally, therefore we cannot provide file size.

Question 9: Does the City currently use ESRI products?

Answer 9: Yes.

Question 10: As far as field data collection applications, what does the City of Cooper City have currently in place?

Answer 10: The City has six Apple iPads using Collector for ArcGIS.

All bids are due on Thursday, April 18, 2019 at 3:00PM EST.

Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:

Print Name:

James Barton, P.E.

Company: Florida Technical Consultant, LLC

Date: 04/25/2019



Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

SENT VIA E-MAIL: [mbailey@coopercityfl.org]

January 8, 2019

Mr. Mike Bailey
Director of Utilities / City Engineer
Cooper City
11791 SW 49 Street
Cooper City, Florida 33330

**Subject: Cooper City GIS Utility Atlas Updates
FTC Proposal No. P19.01-GIS**

Dear Mr. Bailey:

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this Proposal for Professional Services to assist you in updating your GIS Utility Atlas and implementing the data in your operations.

Project Description

Cooper City (City) has built a GIS Utility Atlas. The data was posted to ArcGIS Online with a link provided to the City. The system must be maintained to keep the data current in order to coordinate with outside agencies including ISO, contractors and consultants. Field staff need training to run the system. The purpose of the following scope is to provide hourly services in training data maintenance.

Scope

- A. Assist with Software Installation
- B. Update and Correct Existing Data
 - Add attributes where available (Diameter, Material, Age, Manufacturer, Etc.)
 - Correct developments with As-Built Record Drawings
 - New development projects
 - Future development plans
- C. Field Verification with ArcGIS Online
 - Valve and Hydrant Verification Program
 - QA/QC Future Valve and Hydrant maintenance with outside contractors
- D. Data and System Analysis
 - Quantities Verification
 - Materials Analysis
 - System Age Analysis
 - Hydrant Buffer
 - Sewer Accumulation
 - TMDL for stormwater
 - Mailers for shut downs
 - Other Analysis as needed
- E. Asset Management Integration
 - Assist with software selection
- F. Training
 - Training in all Software and Analysis components as needed

Deliverables

FTC will provide Cooper City and monthly project status report outlining the activities completed and objectives for future activities. FTC will provide copies of all data and collected and created.

Assumptions

- The City will provide IT to support ArcGIS Licenses and Installation.
- The City will provide access to all relevant utility drawings, plans and background information.
- The City will provide access to staff necessary to review the atlas and provide feedback.

Fees and Schedule

The following is a schedule of positions, rates and estimated level of involvement.

Position	Rate	Hours	Fee
Project Manager	\$140	24	\$3,360
Project Engineer	\$120	80	\$9,600
Project GIS Analyst	\$115	60	\$6,900
GIS Specialist	\$95	0	\$0
GIS Technician	\$80	0	\$0
Clerical	\$50	0	\$0
TOTAL			\$19,860

All services will be on an hourly basis. The schedule of delivery will be in an as-needed basis as defined by the City. The City will be billed monthly according to the services and deliverables provided.

If you approve please sign this proposal in the area provided below. Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,



Florida Technical Consultants
James Barton, P.E.
President

Approved by City of Cooper City:

(Print Name)

(Date)

(Signature)



Florida Technical Consultants, LLC

533 East Ocean Ave
Boynton Beach, FL 33435
Tel (561) 265-3790 x 107
www.fltechinc.com

SENT VIA E-MAIL: [mbailey@coopercityfl.org]

January 8, 2019

Mr. Mike Bailey
Director of Utilities / City Engineer
Cooper City
11791 SW 49 Street
Cooper City, Florida 33330

Subject: Cooper City GIS Utility Atlas Updates

Dear Mr. Bailey:

Florida Technical Consultants (FTC) has a current contract with the Town of Jupiter Island, Florida to provide GIS Utility Atlas Services and other GIS Services on an as-needed basis. FTC would like to extend the same terms and conditions to Cooper City. The work to be performed is consistent with the work to be provided to Cooper City.

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'JBarton', written over a horizontal line.

Florida Technical Consultants
James Barton, P.E.
President

AGREEMENT

THIS IS AN AGREEMENT, dated the 29 day of May, 2019, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

FLORIDA TECHNICAL CONSULTANTS, a **GIS Service provider vendor** authorized to do business in the State of Florida, with a business address of **533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33435** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **March 21, 2019**, the CITY advertised its notice to proposers of the CITY's desire to hire a firm to provide **Geographic Information System (GIS) Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said proposal entitled:

RFP 2019-2-UTL **"GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES"**

1.2 On **April 18, 2019**, the proposals were opened at the offices of the City Clerk.

1.3 On 29 day of May, 2019, the CITY awarded the proposal to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **Geographic Information System (GIS) Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP 2019-2-UTL**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Proposal Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on May 24, 2019 and terminating on May 28, 2022. This Agreement may be renewed for up to one (1) additional two (2) year terms, subject to the written consent and agreement between the Parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies,

plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

3.4 **SCRUTINIZED COMPANIES.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subContractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in the **PRICING SHEET, Exhibit "A"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

Florida Technical Consultants, LLC.
Attn: James Barton, P.E.
Post Office Box 850
Boynton Beach, FL 33435-0850

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including

attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subContractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subContractor to commence work on his subcontract until all similar such insurance required of the subContractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Cooper City must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subContractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subContractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
 \$500,000 Disease – Policy Limit
 \$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
- 7.7.1 Waiver of all Rights of Subrogation against the CITY
- 7.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 7.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 7.7.6 The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subContractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subContractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subContractors shall maintain such policies during the term of this Agreement.

7.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR

and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10

PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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 AT

**CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
ksims@coopercityfl.org**

**ARTICLE 11
FEMA REQUIREMENTS**

Any reference made to CONTRACTOR in this section shall also apply to any SubContractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:

11.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

11.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.”

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of

a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

11.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.3.9 Recovered Materials.

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the

date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

ARTICLE 12
MISCELLANEOUS

12.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

12.2 Records. CONTRACTOR shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based

upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY City Manager
 City of Cooper City
 9090 S.W. 50th Place
 Cooper City, Florida 33328
 Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

Contractor **James Barton, P.E.**
 Florida Technical Consultant, LLC.
 533 East Ocean Avenue, Suite #2
 Boynton Beach, FL 33435

E-mail: jbarton@fltechinc.com
Telephone No: 561-810-8323
Cell phone No: 954-914-8488

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

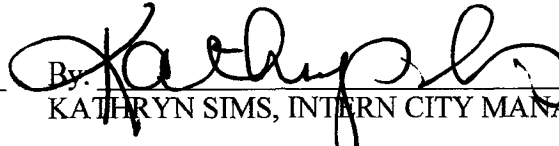
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

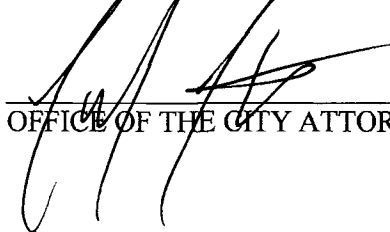
CITY OF COOPER CITY, FLORIDA

ATTEST:


JENNA MONTOYA,
ACTING CITY CLERK

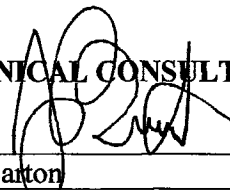
By: 
KATHRYN SIMS, INTERN CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

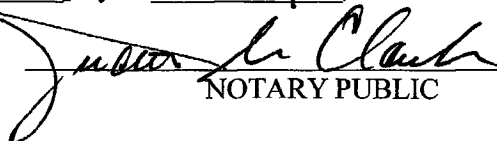
FLORIDA TECHNICAL CONSULTANT, LLC.

By: 
Name: James Barton
Title: President

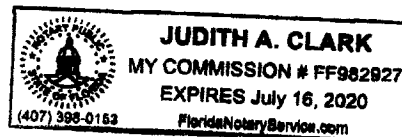
STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared James Barton as President of **Florida Technical Consultant, LLC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Florida Technical Consultant, LLC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1 day of May, 2019.


NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Attachment A
(Page 5 of 5)

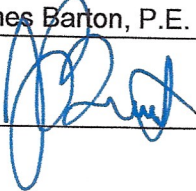
PRICING SHEET

MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE!

GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

<u>JOB CLASSIFICATION</u>	<u>RATE BY HOUR</u>
Project Manager	\$140.00
Senior GIS Consultant	\$130.00
GIS Analyst	\$120.00
GIS Technician	\$115.00
Clerical	\$50.00

Submitted by: James Barton, P.E.
(Print)

Authorized Signature: 
(Sign)

Company Name: Florida Technical Consultants

Date: 04/18/2019

STATE:	FLORIDA
COUNTY:	<u>Palm Beach</u>
Sworn to (or affirmed) and subscribed before me this <u>18th</u> day of <u>April</u> , 20 <u>19</u> , by: <u>James Barton, P.E.</u> <i>Name of person making statement</i>	
(NOTARY SEAL)	<u>Signature of Notary Public - State of Florida</u>
	<u>Name of Notary Typed, Printed, or Stamped</u>
Personally Known ☒ OR Produced Identification ☐	
Type of Identification Produced <u></u>	



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Finance

ITEM #14: Approve Budget Transfers in the General Fund and the CRA

SUMMARY: The first transfer request is from Council Contingency in the amount of \$182,275 to cover Core Value promo materials, Lean 6 Sigma Green Belt training, and related costs, Debtbook Software to address Governmental Accounting Standards Board (GASB) Financial Statements 87 & 96, furniture for IT offices, increased cost of General Liability Insurance (General Fund portion), increased funds for Flex Area buildout in excess of amount budgeted, funding for AC unit replacements needed in IT server closets, and cover cost overruns in Special Events.

The second transfer request is a transfer of \$50,000 from Parks and Recreation to Public Works for the initial design work for the Greenbrier and Congress entranceway. Public Works will be managing this project.

The third transfer request appropriates a fund balance in the Congress Avenue Community Redevelopment Area district and transfers funds budgeted in the Lake Worth Road Community Redevelopment Area for Department Of Transportation work that was budgeted in FY 2023 but accrued in FY 2022 and appropriating those funds to be utilized for visioning work.

FISCAL IMPACT:

Council Contingency has a budget of \$400,000 for Fiscal Year 2022-2023. This transfer allocates \$3,000 to Council promotional materials to cover the cost of Core Value promotional materials, \$13,500 to Village Manager and Clerk to cover cost of Lean 6 Sigma training, \$5,850 to Finance for the purchase of software to address Governmental Accounting Standards Board (GASB) Statements 87 and 96, \$4,000 for IT to help cover cost of new furniture, \$115,200 to General Government (comprised of \$5,200 to cover increased cost of General Liability Insurance and \$110,000 to cover the buildout costs for the North Flex Area), \$20,000 to Public Works to cover upgrades to A/C units for IT server closets and \$20,725 to Special Events to cover cost overruns from events. The total transfer from Contingency is \$182,275. After this transfer, Council Contingency will have \$217,725 remaining.

The impact of the second transfer lowers the Parks and Recreation budget by \$50,000 and increases the Public Works budget by \$50,000.

The Community Redevelopment Agency (CRA) Budget transfer increases the total CRA by the appropriated fund balance of \$106,016 from the fiscal year ended FY2022 and allocates those funds to other contractual services in Congress Avenue CRA.

ATTACHMENTS:

1. Resolution No. 2023-21 Budget Transfer

2. Budget Summary Ad - FY2023 May 9, 2023
3. Budget Transfer from Council Contingency Fund
4. Budget Transfer - Parks and Recreation and Public Works
5. Community Redevelopment Area Budget Transfer

RESOLUTION NO. 2023-21

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET TRANSFER AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE’S NECESSARY OPERATING EXPENSES TO COVER THE COST IN MULTIPLE DEPARTMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (“Village”) previously adopted the FY 2023 Annual Operating Budget under Ordinance No. 2022- 11 on September 22, 2022; and

WHEREAS, the Village finds it is necessary to transfer funds from Council Contingency for \$182,275 to cover the following:

- 1) \$3,000 for Core Value promotional materials for the Village staff; and
- 2) \$13,500 for Lean 6 Sigma training for the Village staff; and
- 3) Governmental Accounting Standards Board (GASB) software for the Finance Department for \$5,850; and
- 4) Office furniture for the IT Department for \$4,000; and
- 5) \$115,200 to the General Government to cover the increased cost of General Liability Insurance and the buildout costs for the North Flex Area; and
- 6) \$20,000 to Public Works to cover upgrades to air conditioning units for network servers’ storage area; and
- 7) \$20,725 in additional funding for Special Events; and

WHEREAS, the second transfer lowers the Parks and Recreation budget by \$50,000 and increases the Public Works budget by \$50,000 for the initial design work for the Greenbrier and Congress entrance way; and

WHEREAS, the third transfer request appropriates a fund balance of \$106,0016 in the Congress Avenue Community Redevelopment Area district and transfers funds budgeted in the Lake Worth Road Community Redevelopment Area for the Department Of Transportation (FDOT) work that was budgeted in FY 2023 but accrued in FY 2022 and appropriating those funds to be utilized for the Village’s Visioning Project; and

WHEREAS, adoption of the FY 2022-2023 Amended Annual Operating Budget set forth herein serves a value for public purpose.

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

Section 1. The above recitals are now ratified and confirmed as being true and correct and are now incorporated into this Resolution.

Section 2. The funds and available resources, and revenues more specifically described in “Exhibit A,” attached hereto, and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses, as outlined in “Exhibit A” are now incorporated by reference and are now adopted as the amended budget for FY 2022 - 2023.

Section 4. 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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and Adopted this day of April

13, 2023.

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

**PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2022 - 2023**

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS
ARE 13.2% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	3.5000	\$5,644,353		\$213,385				\$5,857,738
Voted Debt Service Ad Valorem Tax	0.2639				\$426,055			\$426,055
Sales and Use Taxes		\$2,555,948						\$2,555,948
Utility Service Taxes		\$2,984,989						\$2,984,989
Local Business Taxes		\$413,000						\$413,000
Permits and Fees		\$2,771,920						\$2,771,920
Intergovernmental Revenues		\$4,307,103	\$0					\$4,307,103
Charges for Services		\$3,099,451				\$22,772,639	\$524,966	\$26,397,056
Fines and Forfeitures		\$248,000				\$559,710		\$807,710
Miscellaneous Revenues		\$436,316	\$20,000			\$89,596		\$545,912
TOTAL SOURCES		\$22,461,080	\$20,000	\$213,385	\$426,055	\$23,421,945	\$524,966	\$47,067,431
Transfers In		\$2,804,199		\$2,240,077		\$297,036	\$4,896,932	\$10,238,244
Fund Balances/Reserves/Net Assets		\$7,492,765	\$7,320,000	\$106,016		\$7,645,621		\$22,564,402
TOTAL REVENUES, TRANSFERS & BALANCES		\$32,758,044	\$7,340,000	\$2,559,478	\$426,055	\$31,364,602	\$5,421,898	\$79,870,077
EXPENDITURES/EXPENSES:								
Legislative		\$458,769						\$458,769
Executive		\$991,648						\$991,648
Finance		\$885,860						\$885,860
Legal		\$171,000						\$171,000
Human Resources		\$385,979						\$385,979
Information Technology		\$1,280,120						\$1,280,120
General Government		\$471,863						\$471,863
Planning, Zoning & Building		\$1,500,053						\$1,500,053
Law Enforcement		\$17,268,197						\$17,268,197
Sanitation		\$1,587,355						\$1,587,355
Water and Sewer Utility						\$28,428,593		\$28,428,593
Stormwater Utility							\$5,421,898	\$5,421,898
Public Works		\$3,695,609						\$3,695,609
Community Redevelopment Agency				\$2,559,478				\$2,559,478
Economic Development			\$0					\$0
Library		\$966,607						\$966,607
Parks and Recreation		\$2,755,909						\$2,755,909
Special Events		\$125,690						\$125,690
Debt Service					\$426,055	\$251,150		\$677,205
TOTAL EXPENDITURES/EXPENSES		\$32,544,659	\$0	\$2,559,478	\$426,055	\$28,679,743	\$5,421,898	\$69,631,833
Transfers Out		\$213,385	\$7,340,000	\$0		\$2,684,859		\$10,238,244
Fund Balances/Reserves/Net Assets		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		\$32,758,044	\$7,340,000	\$2,559,478	\$426,055	\$31,364,602	\$5,421,898	\$79,870,077

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.
Includes transfer from Council Contingency and transfer between Parks and Recreation and Public Works and CRA appropriated fund balance

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2022 - 2023

Transfer Number _____

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01111-59900	Council Contingency	\$ 400,000.00		\$ 182,275.00	\$ 217,725.00
01111-54800	Promotional Activity	\$ 750.00	\$ 3,000.00		\$ 3,750.00
01112-54000	Travel & Per Diem	\$ 24,397.00	\$ 1,500.00		\$ 25,897.00
01112-55400	Books, Dues, Education	\$ 22,630.00	\$ 12,000.00	\$ -	\$ 34,630.00
01113-56601	Software - Finance	\$ -	\$ 5,850.00	\$ -	\$ 5,850.00
01116-55200	Operating Supplies	\$ 20,000.00	\$ 4,000.00		\$ 24,000.00
01119-54500	General Liability Ins -	\$ 117,800.00	\$ 5,200.00		\$ 123,000.00
01119-56200	Buildings - Flex Area Buildout	\$ 100,000.00	\$ 110,000.00		\$ 210,000.00
01441-56400	Machinery & Equipment	\$ 330,000.00	\$ 20,000.00		\$ 350,000.00
01774-54800	Promotional Activity	\$ 15,425.00	\$ 5,000.00		\$ 20,425.00
TOTAL		\$ 1,031,002.00	\$ 166,550.00	\$ 182,275.00	\$ 1,015,277.00

EXPLANATION : Cover Core Value promo materials, Lean 6 Sigma Green Belt training and related costs, Debtbook Software to address GASB 87 & 96, furniture for IT offices, increased cost of Gen Lab Ins (General Fund portion), increased funds for Flex Area buildout in excess of amount budgeted, funding for AC unit replacements need in IT server closets, and cover cost overruns in Special Events.

Prepared by: <u></u> Date: <u>3/23/23</u> Approved by: _____ Date: _____	Approved <u></u> Denied _____ Village Manager Approved by Council (Date of Meeting) _____ Processed by _____ Finance: _____ Date: _____
--	---

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01774-54400	Rentals & Leases	\$ 10,000.00	\$ 2,500.00	\$ -	\$ 12,500.00
01774-55200	Operating Supplies	\$ 26,225.00	\$ 2,500.00		\$ 28,725.00
01774-53400	Other Contractual Services	\$ 52,465.00	\$ 10,725.00		\$ 63,190.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	sub-total page 2	\$ 88,690.00	\$ 15,725.00	\$ -	\$ 104,415.00
	TOTAL	\$ 1,119,692.00	\$ 182,275.00	\$ 182,275.00	\$ 1,119,692.00

See page 1

Prepared by: _____ Date: 3/22/23	Approved _____
	Denied _____ Village Manager _____ Date _____
Approved by: _____ Date: 3/22/23	Approved by Council (Date of Meeting) _____
Finance Reviewed: _____ Date: 3/22/23	Processed by _____
	Finance: _____ Date: _____

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01772-56300	Impr Other Than Bldgs - Pks & Rec	\$ 1,355,080.00		\$ 50,000.00	\$ 1,305,080.00
01441-56300	Impr Other Than Bldgs - Public Works	\$ 220,000.00	\$ 50,000.00		\$ 270,000.00
TOTAL		\$ 1,575,080.00	\$ 50,000.00	\$ 50,000.00	\$ 1,575,080.00

EXPLANATION: Transfer funding from Parks and Recreation to Public Works to handle Greenbrier and Congress Entrance way

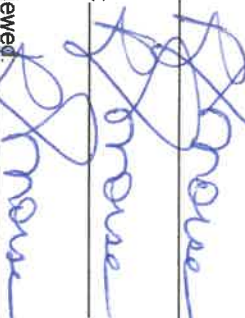
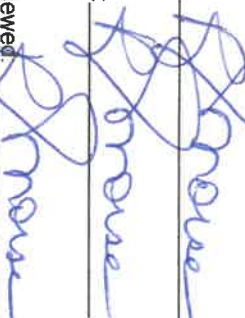
Prepared by: <u>[Signature]</u>	Date: <u>3/14/2023</u>	Approved	<u>[Signature]</u>	Date
		Denied		
Approved by: <u>[Signature]</u>	Date: _____	Approved by Council (Date of Meeting) _____		
		Processed by		
Finance Reviewed: <u>[Signature]</u>	Date: <u>3/14/2023</u>	Finance:		Date: _____

VILLAGE OFFPALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2022 - 2023

Transfer Number _____

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
14552-53400	Other Contractual Services	\$ 153,372.00	\$ -	\$ 126,692.00	\$ 26,680.00
14552-53100	Professional Fees	\$ 5,000.00	\$ 126,692.00	\$ -	\$ 131,692.00
15003-38901	Appropriated Fund Balance	\$ -	\$ 106,016.00		\$ 106,016.00
15552-53400	Other Contractual Services	\$ 1,912,500.00	\$ 106,016.00		\$ 2,018,516.00
TOTAL		\$ 2,070,872.00	\$ 338,724.00	\$ 126,692.00	\$ 2,282,904.00

EXPLANATION : LW Road CRA - transfer budget for DOT payment accrued against FY2022 and use those funds for visioning work. Appropriate Fund Balance in Congress Ave CRA from fiscal year 2022 to be utilized for enhanced marketing and wayfinding designs.

Prepared by:  Date: <u>3/23/23</u>	Approved  Denied  Village Manager Date: <u>3/23/23</u>
Approved by:  Date: <u>3/23/23</u>	Approved by Council (Date of Meeting) _____ Processed by _____ Finance: _____ Date: _____

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, emergencies can occur at any time that require police services; and when an emergency occurs, the prompt response of police officers is critical to the protection of life and preservation of property; and

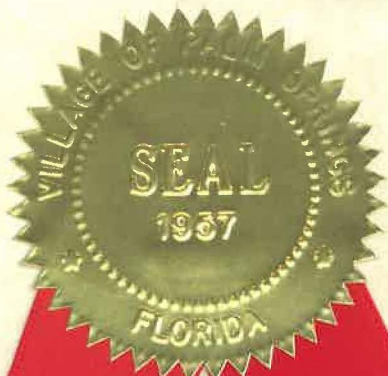
WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Palm Springs police communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services, as well as the single vital link for our police officers by monitoring their activities by radio, providing them with information and ensuring their safety; and

WHEREAS, each telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year, and the Village wishes to honor the men and women whose diligence and professionalism keep our Village and citizens safe.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of April 9-15, 2023 as:

**"PUBLIC SAFETY TELECOMMUNICATORS WEEK
IN PALM SPRINGS"**



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

Mayor Beverly Smith

Date April 13, 2023

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, campuses, and inclusive places that foster a sense of belonging and community; and

WHEREAS, today's libraries provide access to computers and wi-fi, and their services extend far beyond the four walls of a building, and everyone is welcome to use their resources; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the of April 23, 2023, through April 29, 2023, as:

"National Library Week"



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

Mayor **Bev Smith**

Date **April 13, 2023**

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which was called "**ARBOR DAY**"; and is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees truly represent the cycles of life, enhance and vitalize the economics of our business areas, increase property values and bring overall beauty to our Village; and

WHEREAS, the Village of Palm Springs has been recognized as a **TREE CITY, U.S.A.** through the National Arbor Day Foundation every year since 1991; and desires to continue its tree-planting practices by planting a Sweet Bay Magnolia Tree in Foxtail Palm Park on the NE Corner of Kirk Road & Park Lane, in honor of National Arbor Day.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, urge all our residents to plant trees and support efforts to protect our trees and woodlands for our future generations, and do hereby proclaim April 28, 2023, at 10:00 AM as:

"ARBOR DAY IN PALM SPRINGS"



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

Mayor: Beverly Smith

Date April 13, 2023

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the municipal clerk serves as the information center on functions of local government and community; and

WHEREAS, municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of April 30 through May 6, 2023 as:

"MUNICIPAL CLERKS WEEK"



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

Date April 13, 2023



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Finance

ITEM #19: Presentation of Annual Comprehensive Financial Report

SUMMARY: Mr. Moises Ariza, a partner with Marcum, LLP, the Village's independent auditing firm, will present the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2022, including the audit report on the financial statements.

FISCAL IMPACT:

This is a report on the Village's financial statements for the year ended September 30, 2022.

ATTACHMENTS:

1. Village of Palm Springs ACFR 2022
2. Communication Letter 2022 - Village



THE VILLAGE OF PALM SPRINGS, FLORIDA



CORE VALUES



RESPECT

WORKING WITH AND VALUING OTHERS
EVEN IF THEY ARE DIFFERENT
AND HAVE DIFFERING OPINIONS.



*Everyone has something to
contribute towards achieving
our common goals.*

COMMUNICATION



ENGAGING IN MEANINGFUL DIALOGUE ABOUT THE ORGANIZATION
IN ORDER TO KEEP EVERYONE INFORMED, CURRENT, AND FOCUSED.



*The concise, regular, and consistent flow of information coupled with an
equal dose of active listening eliminates confusion, mistakes, and fear.*



Integrity

BEHAVING HONORABLY AND
HONESTLY EVEN WHEN NO ONE IS
WATCHING.

..... **Do the right thing!**

TEAMWORK



WORKING WITH OTHERS MULTIPLIES THE END RESULTS
AND WILL BE GREATER THAN DOING THE SAME JOB
INDIVIDUALLY IN SILOS.



ACCOUNTABILITY



BEING RESPONSIBLE FOR OUR WORDS, OUR ACTIONS, AND OUR RESULTS.
Everyone is equally held to the rules and shared values.



STRIVING EACH DAY
TO EXCEED EXPECTATION.

*How we provide service matters to both
outward facing and internal interactions.*

QUALITY



HOLDING HIGH STANDARDS IN EVERYTHING WE DO.
What we do is important, and it should reflect the best within us.

Annual Comprehensive Financial Report

Fiscal Year Ended
September 30, 2022

The cover photo this year highlights the Village's newly adopted Core Values. Employees throughout the organization were asked to participate in the selection of Core Values to direct work efforts and staff behavior. Collectively, Village staff selected seven (7) core values which have now been rolled out to the Village staff. On going training is being provided to reinforce why these core values are important, how to use them and how they will become part of performance evaluations and tie into performance management. The development and deployment of our Core Values is one of the major initiatives launched by our new Village Manager, Michael Bornstein, and the foundation of a cultural shift in our organization and leadership.

Rebecca L. Morse
Chief Financial Officer

The seal of The Village of Palm Springs, Florida, is a circular emblem. It features a palm tree in the center, with its trunk and fronds. The words "THE VILLAGE OF PALM SPRINGS" are written in a green, sans-serif font along the top arc of the circle. The word "FLORIDA" is written in the same font along the bottom arc. There are several small, five-pointed stars in a light purple color scattered around the inner edge of the circle. The background of the seal is a light purple color.

**THE VILLAGE OF
PALM SPRINGS, FLORIDA**

Annual Comprehensive
Financial Report

**Fiscal Year Ended
September 30, 2022**

**Prepared by:
Finance Department**

**Rebecca L. Morse, CGFO
Chief Financial Officer**

VILLAGE OF PALM SPRINGS, FLORIDA

CONTENTS

Introductory Section

Letter of Transmittal	i-v
List of Principal Officials.....	vi
Organization Chart.....	vii
Certificate of Achievement for Excellence in Financial Reporting.....	viii

Financial Statements

Independent Auditors' Report.....	1-4
Management's Discussion and Analysis (Required Supplementary Information)	5-19

Basic Financial Statements

Government-wide Financial Statements

Statement of Net Position	20
Statement of Activities.....	21-22

Fund Financial Statements

Balance Sheet – Governmental Funds	23
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	24
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	25
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	26
Statement of Net Position – Enterprise Funds	27
Statement of Revenues, Expenses and Changes in Net Position – Enterprise Funds.....	28
Statement of Cash Flows – Enterprise Funds	29-30
Statement of Fiduciary Net Position	31
Statement of Changes in Fiduciary Net Position	32
Notes to Basic Financial Statements.....	33-94

Required Supplementary Information

Budgetary Comparison Schedule – General Fund.....	95-98
Budgetary Comparison Schedule – American Rescue Plan Fund	99
Notes to Budgetary Comparison Schedules.....	100-101
Condition Rating of the Village's Street System.....	102
Village Pension Trust Funds:	
Schedule of Changes in the Net Pension Liability (Asset) and Related Ratios – General Employees Pension Fund	103-104
Schedule of Changes in the Net Pension Liability (Asset) and Related Ratios – Police Officers Pension Fund.....	105-106

VILLAGE OF PALM SPRINGS, FLORIDA

CONTENTS

Required Supplementary Information (continued)

Schedule of the Village Contributions - Pension Trust Funds.....	107-108
State of Florida Pension Plans:	
Schedule of the Village's Proportionate Share of the Net Pension Liability and Schedule of the Village's Contributions – Florida Retirement System (FRS) Pension Plan	109-110
Schedule of the Village's Proportionate Share of the Net Pension Liability and Schedule of the Village's Contributions – Retiree Health Insurance Subsidy Program.....	111-112
Schedule of Investment Returns - Pension Trust Funds	113
Schedule of Changes in the Total OPEB Liability and Related Ratios	114

Combining Fund Financial Statements and Debt Schedules

Nonmajor Governmental Funds	
Combining Balance Sheet.....	115
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	116
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Palm Springs CRA.....	117
Fiduciary Funds	
Combining Statement of Fiduciary Net Position	118
Combining Statement of Changes in Fiduciary Net Position	119
Schedules of Long-Term Debt to Maturity	
Combining Schedule of Debt Service Requirements (Principal and Interest) to Maturity....	120
\$6,477,462 General Obligation Note, dated February 24, 2012	121
\$14,352,351 Water and Sewer Promissory Note, dated April 15, 2013	122

Statistical Section

Financial Trends	
Net Position by Component	123-124
Changes in Net Position.....	125-128
Governmental Activities Tax Revenue by Source.....	129
Fund Balances of Governmental Funds.....	130-131
Changes in Fund Balances of Governmental Funds	132-133
General Governmental Tax Revenues by Source	134
Assessed Value of Taxable Property	135

VILLAGE OF PALM SPRINGS, FLORIDA

CONTENTS

Statistical Section (continued)

Revenue Capacity	
Property Tax Rates – Direct and Overlapping Governments	136
Principal Property Taxpayers.....	137-138
Property Tax Levies and Collections.....	139
Water and Sewer Revenue Base	140
Debt Capacity	
Ratios of Outstanding Debt by Type	141
Ratios of General Bonded Debt Outstanding.....	142
Direct and Overlapping Governmental Activities Debt.....	143
Water and Sewer Utility Pledged Revenue Coverage	144
Demographic and Economic Information	
Demographic and Economic Statistics	145
Principal Employers.....	146
Operating Information	
Full-time Equivalent Village Government Employees by Function.....	147
Operating Indicators by Function	148-149
Capital Asset Statistics by Function	150-151
Schedule of Insurance in Force.....	152

Reporting Section

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	153-154
Independent Auditors' Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	155-157
Schedule of Expenditures of Federal Awards.....	158
Notes to Schedule of Expenditures of Federal Awards	159
Schedule of Findings and Questioned Costs.....	160-161
Management Letter in Accordance with the Rules of the Auditor General of the State of Florida.....	162-164
Independent Accountants' Report on Compliance Pursuant to Section 218.415, Florida Statutes	165
Affidavit, F.S. Section 163.31801, Impact Fees	166

INTRODUCTORY SECTION



Village of Palm Springs
Finance Department
226 Cypress Lane
Palm Springs, FL 33461

March 28, 2023

***The Honorable Mayor, Members of
the Village Council and Residents
of the Village of Palm Springs***

The Finance Department is pleased to present the Village's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022, which also includes the Independent Auditors' Report. The ACFR has been prepared in accordance with the Village Charter, Florida State Statutes and U.S. generally accepted accounting principles (GAAP) for governments. All disclosures necessary to enable the reader to gain an understanding of the Village's financial condition and activities have been included.

Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Village. The Village's financial operations are designed with a comprehensive system of internal controls established to safeguard assets from loss, theft, or misuse. The Village's internal control system is designed to provide reasonable, reliable financial records for use in preparing financial statements in accordance with GAAP. To the best of our knowledge and belief the presented data is accurate in all material respects and is organized in a manner designed to fairly present the financial position and results of operations of the Village as measured by the financial activity of its various funds and the Village as a whole.

Florida Statutes require an annual audit by independent certified public accountants. Marcum, LLP, Certified Public Accountants, have issued an unmodified ("clean") opinion on the Village of Palm Springs' financial statements for the year ended September 30, 2022. The independent auditors' report on the basic financial statements and combining fund financial statements and debt schedules is located at page 1 in the financial section of this report.

Report Format

This report has been prepared and organized to meet the requirements of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. By following the guidelines of this program, the report's format facilitates understanding by the residents as well as providing information needed by financial professionals.

The report is presented in four sections: Introductory, Financial, Statistical and Compliance. The Management's Discussion and Analysis (MD&A) located in the Financial Section following the independent audit report, together with this transmittal letter contain valuable information for the user of the financial statements and should be read in conjunction with them.

Village profile

The Village of Palm Springs was incorporated in 1957 and is centrally located in Palm Beach County. As part of South Florida's Gold Coast, Palm Beach County is well recognized for its unique lifestyle with a comfortable average year-around temperature of 76 degrees, 45 miles of beaches, 160 challenging golf courses and many cultural attractions. These elements and many more combine to create an unequaled quality of life that has attracted a diverse population from retirees to young professionals.

Palm Springs is an attractive, affordable community offering a mix of single-family homes, townhomes and condominiums combined with all the services working families and retirees look for. As a full-service municipality, the Village strives to meet the needs and desires of the entire spectrum of residents by providing law enforcement, a public library, parks and recreation facilities and activities, sanitation and recycling services, water and sewer services, road and street maintenance and beautification as well as general government support services.

The Village's Water and Sewer enterprise operation consists of two water treatment plants. The first plant, located within the Village, is a 6-million-gallon treatment facility. The second plant, dedicated to former Public Service Director Robert L. Pratt, is in unincorporated Palm Beach County and is a 3-million-gallon treatment facility with expansion capabilities to 4 million gallons.

The Village's sewer treatment is handled through two connections to the East Central Regional Wastewater Treatment Facilities. The Village has agreements with Palm Beach County for one connection and with the City of Lake Worth for the second. As of September 30, 2022, our utility system had 20,334 water customers and 19,279 sewer customers. Approximately 60% of total connections serve our residents; the other 40% of our connections are in the unincorporated area.

In fiscal year 2017, the Village established our Stormwater enterprise fund to improve the Village's existing stormwater drainage system and address annexation areas that need stormwater infrastructure to reduce/eliminate flooding.

The Village operates under a Council-Manager form of government. Four Council members are elected at large each representing a district in which they must reside. The mayor is elected at large and may reside in any of the four districts. The mayor and four council members are elected to serve four year overlapping terms. Day to day operation of the Village is under the direction of the Village Manager who is appointed by the Village Council.

Economic outlook and financial planning

The Village's population has increased 20%, from 19,938 in 2013 to the current estimate of 23,867. Over the same ten-year period the Village's assessed taxable value grew from \$579,568,060 in 2013 to a new high of over \$1.485 billion this year an increase of \$905,607,460 or 156%. The taxable values increased by \$46.9 million or 3.3% over fiscal year 2021. We believe the taxable values are back on the rise as the economy recovers to pre-COVID status. The State of Florida has led the way in economic recovery from the pandemic and it is reflected in our revenues this year.

The Village successfully created two community redevelopment districts (CRA) one for Lake Worth Road area and the second for Congress Avenue north of Forest Hill Boulevard. This fiscal year was the second year the tax increment financing (TIF) became active. The Village expects to spur re-development and new developments in these areas using tax increment financing. The Village CRA Board and the Village Council adopted a budget for the two districts. The CRA ended the year with \$66,633 combined fund balance which will be appropriated to fund CRA projects in fiscal year 2023. The budget to actual statement for the CRA is available on page 117 of this report.

As of September 30, 2022, the General Fund had a total fund balance of \$27,082,971. The components of fund balance, in accordance with GASB 54, are detailed as follows.

Total fund balance	\$27,082,971
Nonspendable - Inventory	89,863
Restricted for sales tax infrastructure capital projects.	7,809,275
Assigned to:	
Disaster recovery	3,000,000
Future capital projects	1,500,000
Subsequent year's budget	<u>693,503</u>
Unassigned fund balance	<u>\$13,990,330</u>

Fortunately, the Village has been very conservatively managed; the Village has assigned \$3.0 million for disaster recovery and together with the \$1.5 million assigned for large capital acquisitions or replacements prudently providing for the on-going operations of the Village and preparing for potential disasters or economic downturn. The General Fund's unassigned fund balance represents 42.7% of the General Fund budget for fiscal year 2023. The growth in unassigned fund balance resulted from projects that were budgeted but due to staffing and supply delays did not progress as planned. Our goal is to maintain this unassigned fund balance in the 20-25% range. The Village's purpose for building our fund balance to this level is to have adequate resources during the "rainy days." The Village will always seek to balance the budget with current resources, but we have prudently provided funds for the potential economic fluctuations and provide a financial hedge of protection for our community.

The Village's 5-Year Capital Improvement Budget includes updates for the proposed years through FY 2026 and new capital items were added for FY 2027.

The Village evaluates one third of our roads and streets annually using a pavement rating system, based on this evaluation the Village budgets funds to maintain the roads and street network with at least 80% of the system rated at a good or better condition based on the pavement rating system. A schedule showing the annual expenditures for the last ten years to maintain this network is located on page 102 of this report.

The Village Council legally adopts a formal budget for the General Fund. The Village maintains budgetary control at the department level of expenditure. All expenditures more than \$7,500 or more require the Village Manager's authorization, and expenditures over \$35,000 require approval by the Village Council and/or competitive bid. Budget transfers within a department are handled administratively. The Village Council must approve budget transfers between departments or budget amendments, which increase or decrease the total fund.

A schedule comparing the original budget, revised budget and actual revenues and expenditures is located on pages 95-98 of this report.

Major initiatives

The Village Council formally hired Michael Bornstein as the new Village Manager in January 2022. His first year focused on initiating a cultural shift in the organization. Leadership training was provided to department directors and senior staff to improve communication, assess behavior and performance, manage conflict resolution, and provide skills to build conscious leadership.

Employees throughout the organization were asked to participate in the selection of Core Values to direct work efforts and staff behavior. Collectively, Village staff selected seven (7) core values which have now been rolled out to the Village staff. On going training is being provided to reinforce why these core values are important, how to use them and how they will become part of performance evaluations and tie into performance management. Our Core Values have been highlighted on the cover of this year's report.

The Village utilized Polco/National Community Survey to push out the first ever “livability” survey to our residents. This survey is providing a baseline that we can use to monitor progress against our own results in the future and allows for comparison with other communities. These findings will be the focus of future initiatives.

The CRA partnered with BusinessFlare to finalize an identity and branding project. Design concepts, including logos for multimedia marketing considerations and implementation strategy were finalized in June 2022. Using the new designs, banners were prepared and are now displayed throughout the two CRA districts to identify the areas.

Police department held their 12th annual Stuff-A-Cruiser” toy drive in December for local needy families over seven hundred people attended the event with \$9,000 raised in donations and approximately \$10,000 in toys were donated to the Salvation Army and Adopt-A-Family.

The police added a digital evidence technician to handle the evidence from the newly deployed body cameras intended to provide more transparency to the public and protect our officers.

Planning, Building, and Zoning administered the Village’s popular Property Improvement Grant Program. This is a matching grant of up to 50% (up to \$5,000) for improvements to residential and commercial property structures. The improvement project must include construction and renovation of the street facing facade of the building or driveway. Now in its eighth year, the Village granted nineteen awards totaling \$81,608 representing the Village match.

The Public Works Department became its own department by splitting the Public Service Department into two different departments Water and Sewer Utilities and Public Works which includes our Stormwater Utility also. Public Works supervised the roofing project for the library, repaving of four (4) streets (Beverly, Mercurio, Corrigan, & Rostan), new flooring in Administration, Finance, and Planning & Zoning and remodeled the Administration office by adding new office spaces and a meeting room. At fiscal yearend, Public Works had 4 active stormwater capital projects underway.

Our Information Technology department continues to make cybersecurity improvements and are on constant watch for new threats, new exposures and diligently seek to educate and inform all Village users to the risks. IT staff have been upgrading technology to enable a mobile workforce and migrating enterprise applications to cloud based.

Parks and Recreation began a new “Rec on the Moove” community outreach program, where the department takes activities to various locations throughout the Village which is designed to make recreational activities more accessible to our residents. Activities included arts and crafts, dodgeball, kickball, tag, face painting and a martial arts demonstration. The department also helped organize the Village’s 65th anniversary celebration, Fall festival, Tree Lighting and assisted the police department with family movie nights.

The Library orchestrated the Village’s participation in the 16th Annual Read for the Record Campaign, with village staff, village manager and Council members reading in our local schools and day care centers, and creating a video that was posted to social media which had over five thousand views. Because of these great efforts the Village won mid-size municipality Read for the Record award for the second year in a row.

Utilities completed the rehabilitation of three lift stations, constructed material storage bays to protect equipment and materials from the elements, rehabilitated well #17 and renovated the electrician’s office as well as working with Palm Beach County to relocate our water lines to accommodate a bridge renovation. At fiscal year end they had 26 on-going projects.

Awards

The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Palm Springs, Florida, for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2021.

To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized annual comprehensive financial report, the contents of which conform to program standards. Such reports must satisfy both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for one year only. The Village of Palm Springs, Florida, has received a Certificate of Achievement for the last thirty-four consecutive years (fiscal years ended 1988-2021). We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to GFOA.

Acknowledgements

Leadership matters! Our residents, our employees and our business community can sense the positive momentum. Our Council hired our new Village Manager Michael Bornstein, and he is on a mission - leading the change, implementing core values, and setting the example for public service. I want to thank the Council for this infusion of energy and positivity into our workplace. This is a financial report, but it ultimately will reflect the commitment of our organization to serving our community. I sincerely believe setting the tone at the top permeates the entire organization and in turn our community – making it “A Great Place to Call Home”.

I want to recognize my staff, Assistant Finance Director, Mariana Ortega, and our accounting staff, Nataly Cintron, Pisurki Rodriguez, and Mayra Ramirez for their personal and professional integrity, quality, accountability, excellence and teamwork. I know how blessed I am to work with such a talented, devoted team of professionals.

Respectfully submitted,

A handwritten signature in black ink that reads "Rebecca L. Morse". The signature is written in a cursive, flowing style.

Rebecca L. Morse, CGFO
Chief Financial Officer

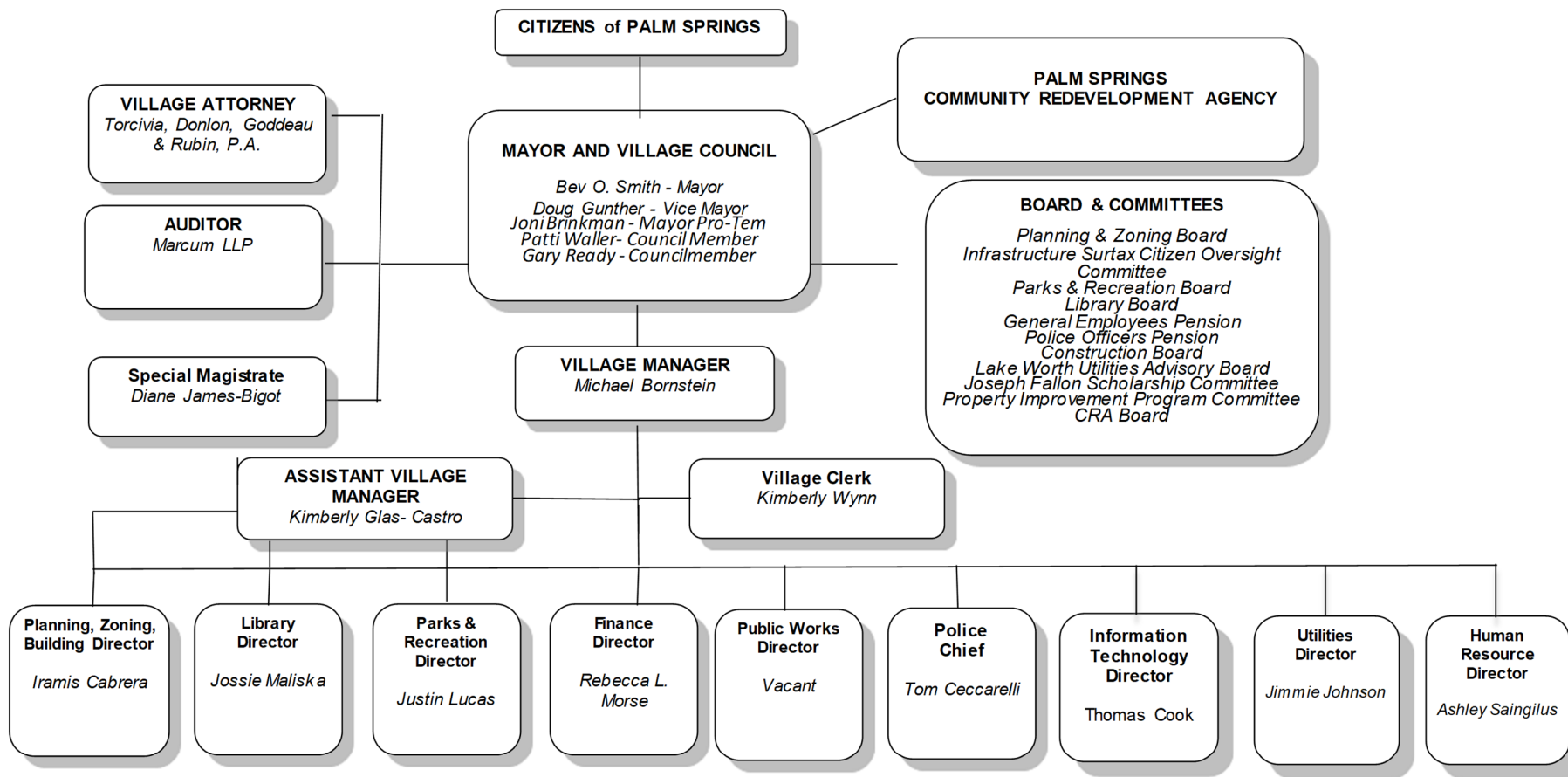
VILLAGE OF PALM SPRINGS, FLORIDA

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2022

Title	Name
Mayor	Bev O. Smith
Vice Mayor	Doug Gunther
Mayor Pro-Tem	Joni Brinkman
Council Member	Patti Waller
Council Member	Gary Ready
Village Manager	Michael Bornstein
Assistant Village Manager	Kim Glas-Castro
Chief Financial Officer	Rebecca L. Morse
Public Services Director (Acting)	Tim Crespo
Public Safety Director	Tom Ceccarelli
Village Clerk	Kimberly Wynn
Information Technology Director	Thomas Cook
Library Director	Jossie Maliska
Parks & Recreation Director	Justin Lucas
Planning, Zoning and Building Director	Iramis Cabrera
Village Attorney	Glen J. Torcivia
Human Resource Director	Ashley Saingilus
Utilities Director	Jimmie Johnson

VILLAGE OF PALM SPRINGS, FLORIDA
ORGANIZATIONAL CHART





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Palm Springs
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, Village Council, and Village Manager
Village of Palm Springs, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palm Springs, Florida (the "Village"), as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5-19, the budgetary comparison information on pages 95-101, the condition rating of the Village's street system on page 102, the schedule of changes in the net pension liability and related ratios for the general employees pension fund and police officer pension fund on pages 103-106, the schedule of the Village contributions on page 107-108, the schedule of the Village's proportionate share of the net pension liability and schedule of the Village's contributions for the Florida retirement system pension plan and retiree health insurance subsidy program on pages 109-112, the schedule of investment returns on page 113, and the schedule of changes in the total OPEB liability and related ratios on page 114 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining fund financial statements and debt schedules, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining fund financial statements and debt schedules, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2023 on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Village's internal control over financial reporting and compliance.

Marcum LLP

West Palm Beach, FL
March 28, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS
(MD&A)

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

As management of the Village of Palm Springs, we are presenting this discussion and analysis (MD&A) to provide a narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2022. Please read it in conjunction with the accompanying transmittal letter beginning on page i and the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The Village's total net position on September 30, 2022, is \$117.7 million. Of this amount, \$54.4 million (unrestricted net position) may be used to meet the Village's ongoing obligations to residents and creditors.
- Governmental net position is \$36.9 million, an increase of \$6.1 million from 2021 operations.
- Business-type net position was \$80.8 million, an increase of \$5.3 million from 2021 operations.
- The total revenues from all sources were \$47.9 million, an increase of \$4.5 million.
- The total cost of all Village programs was \$36.5 million, an increase of \$4.8 million.
- For 2022, the Village's governmental funds revenues and other financing sources exceeded expenditures by \$5,788,456.
- Revenues and other financing sources in the General Fund exceeded total expenditures by \$5,705,478.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$13,990,330, or 69.2% of total General Fund expenditures.
- The Village's total noncurrent liabilities increased by \$10.2 million during the current fiscal year. The Village governmental activities long term liabilities increased by \$8.8 million, and the business activities long term liabilities increased by \$1.4 million. The increases are primarily attributable to pension liabilities and now include leases.
- The total OPEB liability increased \$187,802 to \$813,614 at September 30, 2022.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements including four components which are:

1. Government-wide financial statements which include the Statement of Net Position and the Statement of Activities. These statements provide information about the activities of the Village as a whole.
2. Fund financial statements tell how services were financed in the short-term, as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statements by providing information about the Village's most significant funds.
3. Notes to the financial statements.
4. Other information.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Government-wide Financial Statements

A frequently asked question regarding the Village's financial health is whether the year's activities contributed positively to the overall financial well-being. The Statement of Net Position and the Statement of Activities report information about the Village as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All the current year's revenues and expenses are taken into account, regardless of when cash is received or paid.

These two statements report the Village's net position and changes therein. Net Position is the result of assets plus deferred outflows of resources minus liabilities and deferred inflows of resources. Net Position is one way to measure the Village's financial health, or financial position. Over time, increases or decreases in net position is an indicator of whether the financial health is improving or deteriorating. The Statement of Net Position and the Statement of Activities present information about the following:

- **Governmental activities** - All of the Village's basic services are considered to be governmental activities, including the Village Council, Village Manager, Village Clerk, Finance, Information Technology, Planning, Zoning & Building, Police, Sanitation and Recycling, Public Works (road and street maintenance), Library and Parks and Recreation Services. The Village's general obligation debt is also included in the governmental activities. Effective October 1, 2020, the Village's Community Redevelopment Area (CRA) and the new American Rescue Plan fund are included within the governmental activities.
- **Business type activities/Enterprise Fund activities** - The Village charges a fee to customers to cover all the cost of the services provided. The Village's Water and Sewer Utility and Stormwater Utility are reported in this category.

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the Village as a whole. Some funds are required to be established by State law. However, management establishes other funds, which aid in the management of money for particular purposes or meet legal responsibilities associated with the usage of certain taxes, grants and other money. The Village's three kinds of funds, *governmental*, *proprietary*, and *fiduciary* use different accounting approaches as explained below.

- ***Governmental funds*** - Most of the Village's basic services are reported in the governmental funds. Governmental funds focus on how resources flow in and out, with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the Village's general governmental operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Village's programs. The Village of Palm Springs has six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and the American Rescue Plan Fund. Data from the other four governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements on pages 115-116 of this report. The basic governmental fund financial statements can be found on pages 23-26 of this report.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

- **Proprietary funds** - The Village has two enterprise funds: the Water and Sewer Utility Fund and the Stormwater Utility Fund. The Water and Sewer Utility Fund and the Stormwater Utility Fund account for the operations of the water and wastewater utility and stormwater utility, respectively, and charge customers for the services it provides. Enterprise funds are reported on the full accrual basis of accounting in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The basic proprietary fund financial statements can be found on pages 27-30 of this report.
- **Fiduciary funds** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village's own programs. The Village maintains two fiduciary funds: the General Employees' Pension Trust Fund and the Police Employees' Pension Trust Fund. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 31-32 of this report. Individual fund data for each of the pension funds is provided in the form of combining statements on pages 118-119 of this report.

Notes to the Financial Statements

The notes to the financial statements are provided to communicate additional information that is essential to obtaining a comprehensive understanding of the data contained in the government-wide and fund financial statements. The notes to the financial statements are located on pages 33-94 of this report.

Other Information

In addition to the basic financial statements and notes, this annual report also presents certain required supplementary information which includes budgetary comparison schedules for the General Fund and American Rescue Plan Fund together with notes pertaining to the budget schedules. The Village also presents information concerning the condition rating of its streets and progress in funding its obligation to provide pension benefits to its employees in this section. Required supplementary information can be found on pages 95-114.

The combining fund financial statements of the nonmajor governmental funds and the combining fund financial statements of the fiduciary funds are presented on pages 115-119 of this report. Immediately following the combining fund financial statements, the Village includes schedules of long-term debt. These schedules detail the principal and interest payments due by issue and fiscal year through maturity. These schedules are located on pages 120-122 of this report.

The statistical section located on pages 123-152 of this report presents schedules providing details about the financial trends, revenue capacity, debt capacity, demographic, economic and operating information to assist the user in understanding the Village's financial statements and overall financial health.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village, assets and deferred outflows exceeded liabilities and deferred inflows of resources by \$117.7 million, approximately \$11.4 million increase as compared to fiscal year 2021. The net position of the Village on September 30, 2022 and 2021 are summarized as follows:

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Net Position Summary

	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
Assets:						
Current and other assets	\$ 40,643,872	\$ 28,958,837	\$ 45,248,800	\$ 41,588,300	\$ 85,892,672	\$ 70,547,137
Net Pension Asset	-	7,721,467	-	2,341,869	-	10,063,336
Capital assets, net	19,402,140	19,177,741	48,375,768	46,990,662	67,777,908	66,168,403
Total assets	60,046,012	55,858,045	93,624,568	90,920,831	153,670,580	146,778,876
Deferred Outflows of Resources						
Deferred amount related to pension	8,149,695	2,500,689	2,155,890	658,116	10,305,585	3,158,805
Deferred amount related to OPEB	273,221	58,455	113,996	24,589	387,217	83,044
Total Deferred Outflows of Resources	8,422,916	2,559,144	2,269,886	682,705	10,692,802	3,241,849
Liabilities:						
Long-term debt outstanding	17,812,687	8,944,532	2,697,472	10,631,825	20,510,159	19,576,357
Other liabilities	13,074,127	7,221,243	12,012,766	2,388,407	25,086,893	9,609,650
Total liabilities	30,886,814	16,165,775	14,710,238	13,020,232	45,597,052	29,186,007
Deferred Inflow of Resources						
Leases	51,283	--	-	-	51,283	-
Deferred amount on debt refunding	--	--	75,247	82,357	75,247	82,357
Deferred amounts related to pensions	473,530	11,397,455	239,620	2,999,015	713,150	14,396,470
Deferred amount related to OPEB	131,839	2,066	54,894	869	186,733	2,935
Total Deferred Inflows of Resources	656,652	11,399,521	369,761	3,082,241	1,026,413	14,481,762
Net Position:						
Net investment in capital assets	15,677,381	15,376,403	39,309,778	37,241,000	54,987,159	52,617,403
Restricted for net pension asset	-	7,721,467	--	2,341,869	--	10,063,336
Restricted for law enforcement	81,631	44,670	--	--	81,631	44,670
Restricted for debt service	252,673	250,842	--	--	252,673	250,842
Restricted for sales tax capital projects	7,809,275	5,819,242	--	--	7,809,275	5,819,242
Restricted for Lake Worth Rd CRA	39,383	10,471	--	--	39,383	10,471
Restricted for Congress Ave CRA	106,016	63,257	--	--	106,016	63,257
Restricted for American Rescue Plan Fund	51,281	--	--	--	51,281	--
Unrestricted	12,907,822	1,565,541	41,504,677	35,918,194	54,412,499	37,483,735
Total net position	\$ 36,925,462	\$ 30,851,893	\$ 80,814,455	\$ 75,501,063	\$ 117,739,917	\$ 106,352,956

The largest portion of the Village's net position (46.7%) reflects its investment in capital assets (land, buildings, machinery, equipment, and leases), net of related debt and any deferred inflows/outflows used to acquire these assets. The Village uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Village's net position (\$8.3 million or 7.1%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$54.4 million or 46.2%) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the fiscal year, the Village has positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	\$ 4,972,670	\$ 4,023,198	\$ 22,855,180	\$ 22,088,804	\$ 27,827,850	\$ 26,112,002
Operating grants and contributions	249,495	224,748	47,500	70,941	296,995	295,689
Capital grants and contributions	1,464,514	462,112	349,074	663,691	1,813,588	1,125,803
General revenues:						
Property taxes	5,440,257	5,282,944	--	--	5,440,257	5,282,944
Utility service taxes	3,044,674	2,900,695	--	--	3,044,674	2,900,695
Franchise fees	1,831,837	1,564,478	--	--	1,831,837	1,564,478
Sales and use taxes	5,214,492	4,375,231	--	--	5,214,492	4,375,231
Business taxes	419,767	408,662	--	--	419,767	408,662
Intergovernmental, unrestricted	1,327,514	1,015,662	--	--	1,327,514	1,015,662
Investment income	172,511	14,685	160,538	68,545	333,049	83,230
Impact fees	109,732	24,559	--	--	109,732	24,559
Miscellaneous	190,404	97,508	58,371	78,243	248,775	175,751
Total revenues	24,437,867	20,394,482	23,470,663	22,970,224	47,908,530	43,364,706
Expenses:						
Program expenses:						
General government	3,677,147	2,999,956	--	--	3,677,147	2,999,956
Public Safety	10,186,285	8,375,773	--	--	10,186,285	8,375,773
Sanitation and Recycling	1,456,330	1,317,299	--	--	1,456,330	1,317,299
Transportation	2,414,448	2,126,730	--	--	2,414,448	2,126,730
Economic Environment	343,657	63,160	--	--	343,657	63,160
Culture/Recreation	2,165,153	1,602,340	--	--	2,165,153	1,602,340
Interest on long-term debt	121,693	115,737	--	--	121,693	115,737
Water and Sewer Utility	--	--	16,155,764	15,044,454	16,155,764	15,044,454
Stormwater Utility	--	--	1,092	120	1,092	120
Total Expenses	20,364,713	16,600,995	16,156,856	15,044,574	36,521,569	31,645,569
Change in net position before transfers	4,073,154	3,793,487	7,313,807	7,925,650	11,386,961	11,719,137
Transfers	2,000,415	2,649,152	(2,000,415)	(2,649,152)	--	--
Increase in net position	6,073,569	6,442,639	5,313,392	5,276,498	11,386,961	11,719,137
Net Position - October 1	30,851,893	24,409,254	75,501,063	70,224,565	106,352,956	94,633,819
Net Position - September 30	\$ 36,925,462	\$ 30,851,893	\$ 80,814,455	\$ 75,501,063	\$ 117,739,917	\$ 106,352,956

Governmental Activities

Revenues: Governmental activities increased the Village's net position by \$6,073,569. Charges for Services contributed with an increase of \$949,472 over fiscal year 2021. The largest increases were in the Public Safety activities \$923,364 which was generated by increased building permit fees including a new 59-unit townhome community. Physical Environment increased slightly \$39,162 reflecting new customers from annexations and development. Culture Recreation increased \$186,179 with increased participation in the Village's camp programs and increased field rentals as compared to fiscal year 2021 as activity levels were recovering post COVID.

Operating grants and contributions increased \$24,747 compared to 2021 this reflects a reduction in federal funds related to COVID and reduced revenues from shared revenues for recycling, net increases in State and local grants for bullet-proof vests, and emergency communications.

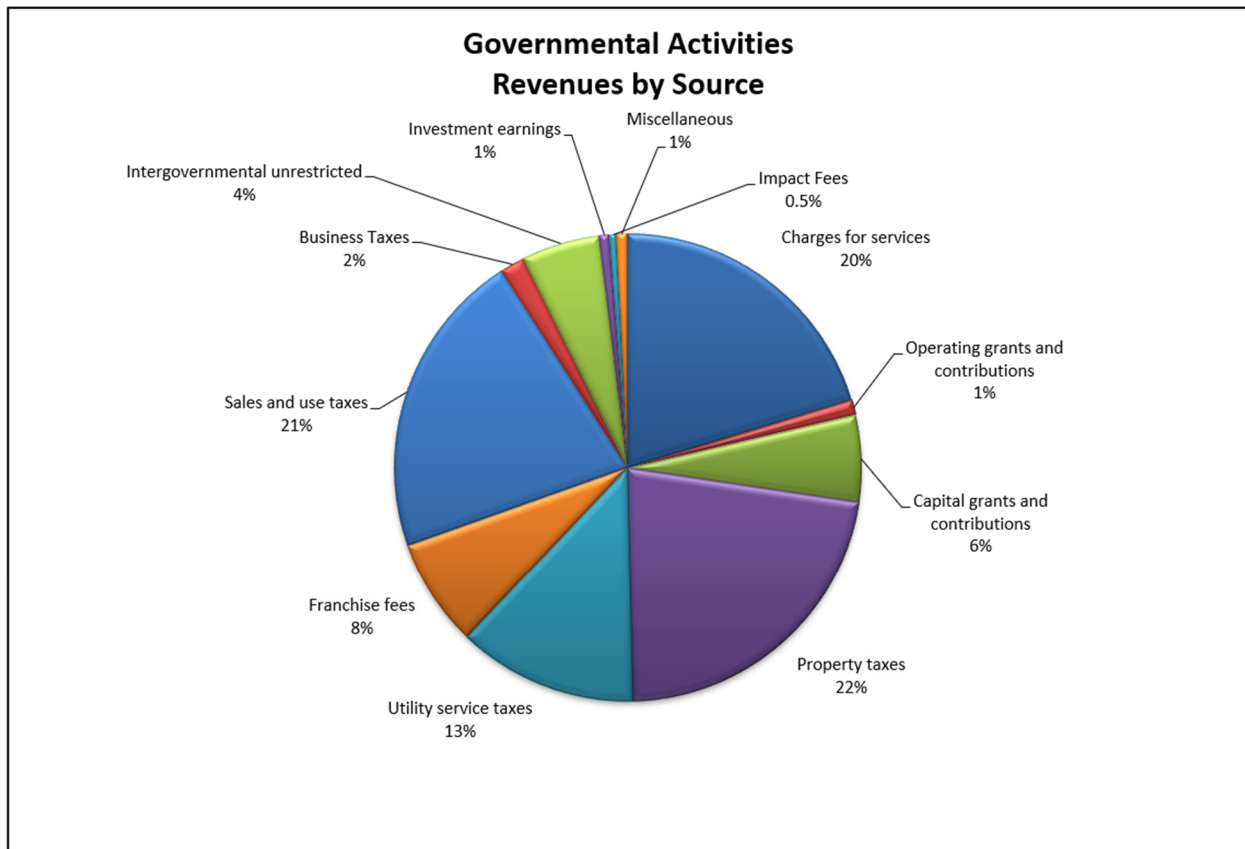
VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Capital grants and contributions totaled \$1,464,514 in fiscal year 2022, an increase of \$1,002,402 compared to fiscal year 2021. This reflects the recognition of \$849,467 in American Rescue Plan funds in Economic Environment as well as an increase of \$19,677 for the CRA in its second year of operation. The Village also received \$199,923 from the National Land Conservation for our Lakewood Garden Park enhancements.

Property taxes increased by \$157,313 or 3.0% over fiscal year 2021, the Village's taxable value increased by \$46,979,766 or 3.3% over fiscal year 2021. Other taxes (utility, franchise, sales and use and business taxes) increased \$1,261,704 or 14% this reflects the economy rebounding after the COVID decline.

The Village's governmental activities revenues by source are summarized as follows:



Ad valorem taxes represent 22% of total governmental activity revenues this fiscal year which is 4% less than fiscal year 2021, 4% increase is reflected in capital grants that grew from 2% in 2021 to 6% this year as the Village recognized the American Rescue plan funds and increased CRA revenues from its second year of operation. Utility service taxes decreased its share of the pie by 1% compared to 2021 and investment earnings took that 1% piece of the pie this year. All other sources remained the same as fiscal year 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Expenses: The Village's programs include General Government, Public Safety, Sanitation and Recycling, Transportation, Economic Environment and Culture/Recreation. General Government includes the legislative, executive, financial, information technology, and other general operations of the Village. Public Safety includes police, and planning, zoning, building, licensing, and code enforcement operations. Transportation includes our street maintenance and public works operations. Economic Environment represents the operations of our Community Redevelopment Agency (CRA) and the American Rescue Plan fund. Culture/Recreation includes our library, parks and recreation and special events.

General Government expenses increased \$677,191 this reflects the related costs of a transition in Village Manager, education and travel costs increasing as employees return to training and conferences post-COVID, increased electrical costs and professional fees for leadership training, personnel studies, and development of community survey, core values and re-branding.

Public Safety expenses increased \$1,810,512. Planning, Zoning and Building experienced small decrease from reduced contractual services for plan review and building official which covered the impact of increasing merchant fees as more contractors are paying permit fees with credit cards. Police expenses increased in personnel costs with increased staffing, overtime, pension, and insurance. Operating costs increased for fuel, repairs, electricity, insurance and supplies.

Transportation expenses increased \$287,718 for fiscal year 2022 compared to fiscal year 2021, this reflects the increased staffing, insurance, and pension costs as well as fuel, repair costs and operating supply increases.

Economic Environment increased \$280,497 reflecting the activity in the CRA in its second year of operation with contractual services for payments related to the Lake Worth Road Drainage Improvements in cooperation with the State of Florida.

Culture and recreation increased \$562,813 for fiscal year 2022 compared to fiscal year 2021, as with Public Safety, and Transportation the increase is primarily due to personnel costs including increased staffing, pension, and insurance. Operating costs for supplies, repairs, electricity, and increased costs of special events.

Interest on long-term debt increased this year with the addition of interest expense on the capital lease and leases (right-of-use assets).

Below is a schedule presenting the net cost of each program (total cost, less revenues generated by the activities). The net cost shows the extent to which the Village's general revenues support each of the Village's programs.

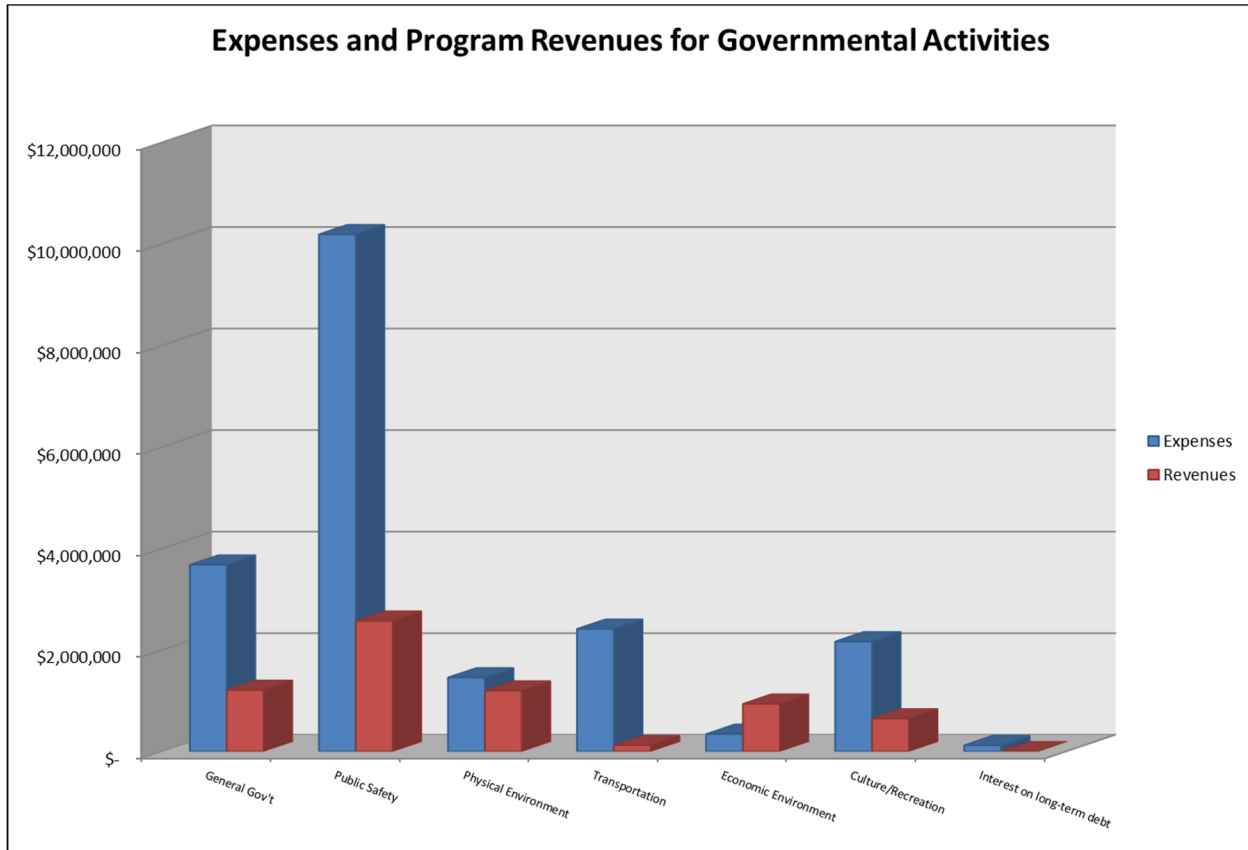
Village of Palm Springs Governmental Activities Net Cost of Services

	Total Cost of Services		Program Revenues		Net Cost of Services	
	2022	2021	2022	2021	2022	2021
General Government	\$ 3,677,147	\$ 2,999,956	\$ (1,210,816)	\$ (1,255,581)	\$ 2,466,331	\$ 1,744,375
Public Safety	10,186,285	8,375,773	(2,572,168)	(1,648,804)	7,614,117	6,726,969
Physical Environment	1,456,330	1,317,299	(1,196,814)	(1,157,652)	259,516	159,647
Transportation	2,414,448	2,126,730	(121,476)	(117,939)	2,292,972	2,008,791
Economic Environment	343,657	63,160	(937,451)	(68,307)	(593,794)	--
Culture/Recreation	2,165,153	1,602,340	(647,954)	(461,775)	1,517,199	1,140,565
Interest on long-term debt	121,693	115,737	--	--	121,693	115,737
Totals	\$ 20,364,713	\$ 16,600,995	\$ (6,686,679)	\$ (4,710,058)	\$ 13,678,034	\$ 11,896,084

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

The total cost of all governmental activities this year was \$20.4 million, representing an increase of \$3,763,718 or 22.7%. The schedule above shows that \$6.7 million of the cost of services was paid by those who directly benefited from the programs and \$13.7 million was financed through general revenues.



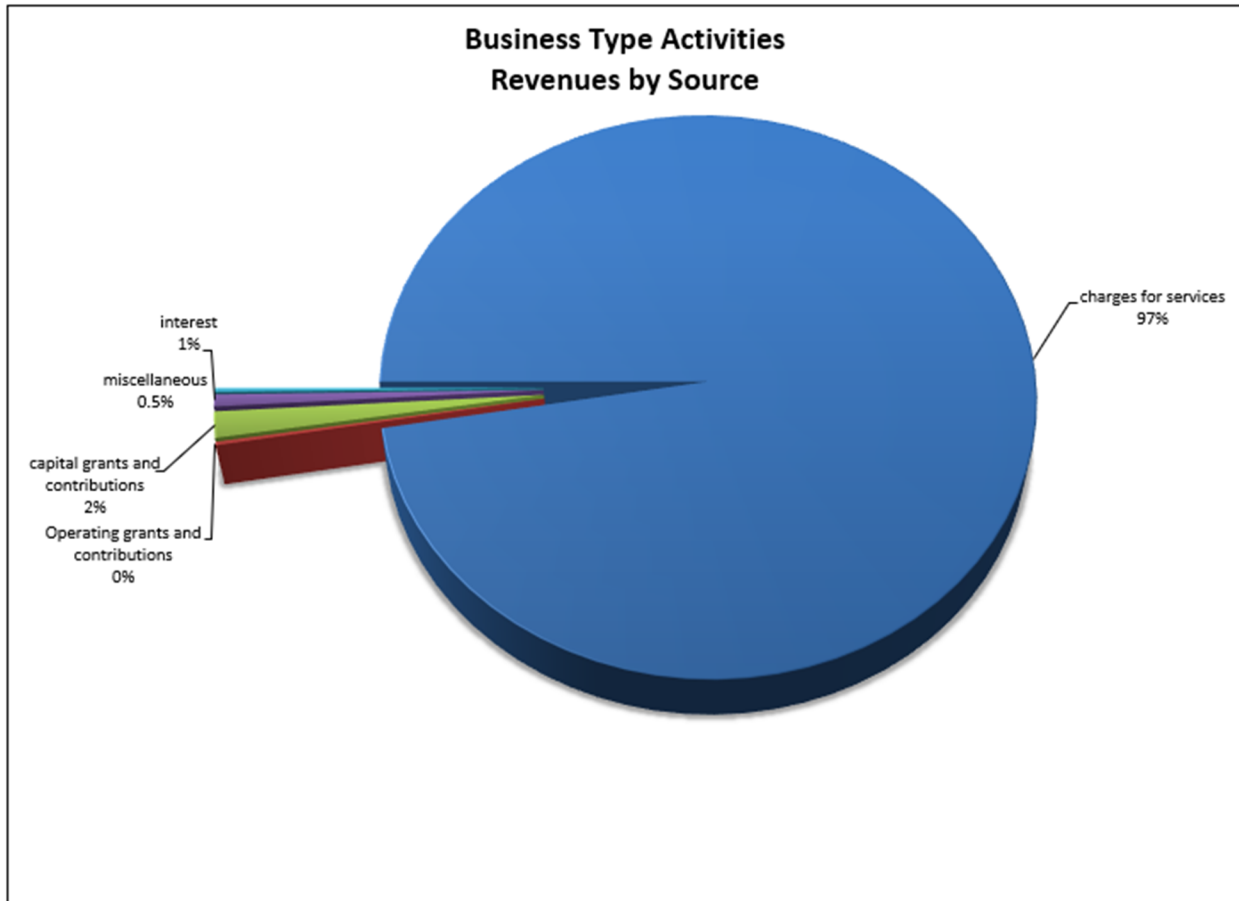
Business-type Activities

The net position of the proprietary funds (Water and Sewer Utility and Stormwater Utility) on September 30, 2022, was \$80.8 million. The cost of providing proprietary (business-type) activities this year was \$16.1 million, as shown in the Statement of Activities, this is an increase of \$1,112,282 compared to fiscal year 2021, this reflects the significant impact of GASB Statement No. 68 pension related expenses. Last fiscal year the pension funds were experiencing investment gains and this fiscal year the pension funds experienced investment losses from the state of the economy.

The Village Stormwater Utility was established in 2017 and ended the current year with a net position of \$2.9 million or \$1,023,649 over fiscal year 2021. This increase reflects the stormwater fees collected via non-ad valorem assessment of \$529,335 and \$495,406 in funding from the American Rescue Plan for Stormwater Projects.

Net position increased by \$5,313,392 for the two enterprise funds combined. The following graph shows the source of revenues for the Water and Sewer Utility and Stormwater Utility for the current fiscal year. Revenues derived from charges for services that increased by \$766,376 or 3.5%, which reflects the increase in water and sewer rates implemented in November for services used in October. Capital Grants and Contributions decreased \$314,617 from the construction lag relating to COVID and supply chain delays. Interest income increased \$91,993 as interest rates increased.

VILLAGE OF PALM SPRINGS, FLORIDA
MANAGEMENT AND DISCUSSION AND ANALYSIS



FINANCIAL ANALYSIS OF THE VILLAGE'S FUNDS

The Village uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The governmental funds report on the same functions as the governmental activities in the government-wide statements but the focus of the governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources available at fiscal year-end. This information is useful in evaluating the Village's financing requirements. The unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of \$27,535,189, an increase of \$5,788,456, in comparison with the prior year. Revenues increased \$4,015,605. Tax revenue increased \$599,432 or 5.9%, the taxable value increased by 3.3% and franchise and utility taxes increased as the economy continues its recovery from the COVID decline. Building permit revenues increased by \$903,923 this includes a new 59-unit townhome development and a significant increase in development activity post-COVID and this also includes \$109,732 in impact fees. Intergovernmental revenues increased \$2,195,274, over 36.6%. State Revenue Sharing and Half-Cent Sales Tax contributed \$705,684 and One-Cent Sales Tax increased \$423,809. Grant revenue increased with \$108,258, including funding from National Land Conservation for improvements to Lakewood Garden Park for \$199,923, together with increased funding from Solid Waste Authority (SWA) beautification grant of \$68,000 less decreases in funding from

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Community Development Block Grant (CDBG), and CARES grant. Charges for services increased by \$93,151 primarily due to increased planning, zoning, and building fees from increased construction activity returning to pre-Covid levels.

In fiscal year 2022 expenditures for the governmental funds increased by \$1,340,149 compared to fiscal year 2021. General Government expenditures increased \$439,466 or 13.5%, this includes transition costs with the hiring of our new Village Manager and new initiatives including professional fees for leadership training, personnel studies, and development of community survey, core values and re-branding. Public Safety increased by \$1,034,374 or 11%, Planning, Zoning and Building decreased \$50,422 with staff vacancies and reduced contractual service fees. Police expenditures increased \$1,084,796 or 12.8% of which \$279,701 for salary and related benefits, \$174,103 in increased operating costs including fuel costs, repair and maintenance expenses and operating supplies and \$566,606 in increased capital expenditures including design work for the building expansion, new vehicles and a capital lease for body cameras. Physical Environment costs increased \$139,031 which is due to increased contractual services for our private garbage hauler. Expenditures for Transportation decreased \$39,331 compared to fiscal year 2021. During the year, the Transportation department which had been a division of Public Services, separated and became its own department adding a new department director and other staff changes which contributed to an increase in personal services of \$166,763. This increase, coupled with net decreases in operating expenses of \$84,839 from reduced maintenance costs and decreases in capital outlay of \$121,255 resulted in the next reduction in expenditures for this fiscal year. Culture/Recreation experienced a decrease in expenditures of \$502,268. Library expenditures increased \$208,832, reflecting increased salaries and benefit costs, increased operating costs of \$20,438 primarily due to building repairs and capital outlay increase of \$85,032 for a roof replacement. Parks and Recreation expenditures decreased by \$724,754 primarily from a reduction in capital outlay of \$880,626 with reduced expenditure on park development, net increased salary, and benefit costs of \$19,334 and increased operating expenditures of \$129,677 from increased electrical expenses, fuel, repair costs and increased costs related to recreational camp operations.

The governmental funds had a total fund balance of \$27,535,189 comprised of non-spendable fund balance of \$89,863 for inventory; restricted fund balance of \$8,340,256 (\$81,631 for law enforcement, \$252,673 for debt service, \$7,809,275 for infrastructure capital projects financed by the one-cent sales tax, \$145,399 for the CRA and \$51,281 for the American Rescue Plan); assigned fund balances of \$3,000,000 for disaster recovery; \$1,500,000 assigned for future capital projects and, \$693,503 for the 2022/2023 budget. The balance of \$13,911,564 is unassigned.

The primary operating fund for the Village is the General Fund. At the end of the current fiscal year, in accordance with GASB Statement No. 54 the unassigned fund balance of the General Fund was \$13,990,330, while the total fund balance was \$27,082,971. The unassigned fund balance in General Fund represents 42.7% of the fiscal year 2023 budgeted expenditures. The Village is anticipating rising costs of capital projects as inflation has impacted all supplies and related services, the largest capital project in the design phase is the expansion of the police department facilities and total costs are not established at this time. The unassigned fund balance at fiscal year-end 2021 represented 34.5% of the 2022 final budget. The Village's target balance range for unassigned fund balance is 20-25%.

Proprietary Funds

The Village has two proprietary funds, which are both enterprise funds. Enterprise funds present the same functions presented as business-type activities in the government-wide financial statements, but in more detail. The Village of Palm Springs uses an enterprise fund to account for its Water and Sewer Utility operations and its Stormwater Utility operations.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Unrestricted net position for the Water and Sewer Enterprise Fund was \$40.0 million at fiscal year-end, an increase of \$4,945,658 compared to the prior fiscal year. Charges for services revenues increased \$762,497 or 3.5% due primarily to the rate increase effective for services provided in October billed in November.

Revenues from capital contributions decreased \$314,617 as inflation and supply chain lag impacted the pace of development. Operating expenses increased \$1,118,823 primarily due to increased pension and other post-employment (OPEB) benefit costs. Total net position for the Water and Sewer Enterprise Fund was \$77.9 million at fiscal year-end, an increase of \$4,289,743 from the prior fiscal year. The increase in net position from operations was \$6,437,444 (operating income).

The Stormwater Utility now in its fifth year of operations had operating revenues of \$529,335 and operating expenses of \$1,092 for 2022. The Stormwater Utility net position increased by \$1,023,649 and ended the fiscal year at \$2,941,686.

GENERAL FUND BUDGETARY HIGHLIGHTS

The original budget of \$27,581,106 was amended by \$539,860 resulting in a final budget of \$28,120,966 for the current fiscal year. These funds were appropriated from unassigned fund balance to provide funding for 3 new positions (Public Works Director, Risk Manager and Procurement Specialist) including furniture and equipment for those new positions, separation costs for previous Village Manager, a contractual increase from our private waste hauler, and increased across the board pay raises.

General fund revenues exceeded the budget by \$3,326,022. Revenues from taxes exceeded the budget by \$402,914 with increased property tax revenues from rising property values, new development, and annexations, franchise and utility taxes also increased from new development and annexations. Permits generated \$853,104 more than anticipated as projects progressed faster than projected including the completion of a 52-unit townhome development. Intergovernmental revenues exceeded expected revenues by \$1,567,148 due to significant increases in State Revenue Sharing, Half-cent Sales tax, Local Option Gas Taxes and One-Cent Infrastructure sales tax, the budget for these was conservative as we were not sure what the pace of the recovery would be; fortunately, the State of Florida is leading the recovery from the COVID decline. Charges for services came in slightly over budget by \$212,140, the largest increase was from increased building activity fees due to conservative budgeting not anticipating such a quick rebound in demand for these services. Fines and forfeitures exceeded the budget by \$24,918 both court fines and violations of local ordinances generated more revenue than anticipated. Interest income exceeded our expectations by \$105,482 due to the rising interest rates.

General Fund expenditures were \$7,821,778 less than the budget for fiscal year 2022. General government departments in total expended \$1,311,124 less than budgeted due to staff vacancies, reduced legal fees, and unexpended capital outlay, \$327,400 was budgeted for the buildout of the north flex area in Village Hall and only \$126,380 was expended as the project was not completed during the year. Public Safety (Police department and the Planning, Zoning and Building Department) expended \$2,784,357 less than expected due to staff vacancies and unexpended capital outlay. In the police department we budgeted \$1,536,162 for the building expansion and only expended \$201,303 in architect fees. In planning, zoning, and building we budgeted \$88,500 for new permitting software that was expected to be implemented by fiscal year end but was not completed. Physical environment expenditures were \$163,275 less than expected as the increase from our private hauler came in slightly less than anticipated. Expenditures in Transportation were \$770,714 less than anticipated with savings in operating costs and unexpended capital outlay for vehicles that were budgeted but the vendors could not deliver and a storage building that was behind the anticipated schedule. Culture and Recreation expenditures were \$2,792,308 less than anticipated primarily due to capital projects budgeted in parks and recreation for \$2,849,338 and only expended \$420,293 as the Village will do a parks master plans study to determine the needs and wants of our community to better direct these resources.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The Village of Palm Springs' investment in capital assets for its governmental and business-type activities as of September 30, 2022, amounts to \$67,777,908 (net of accumulated depreciation/amortization). This investment in capital assets includes land, buildings, improvements, machinery and equipment, library books, software, roads, sidewalks, bridges, drainage, intangible assets and new this year, leases (right-of-use assets) in compliance with GASB Statement No. 87. The governmental activities investment in capital assets, net of accumulated depreciation/amortization increased by \$224,399 or 1.2% compared to fiscal year 2021. The net change includes an increase in assets of \$1,335,414 less an increase of \$1,111,015 in accumulated depreciation/amortization.

Buildings increased \$95,197 for improvements at the library including roof replacement and alteration of north entrance.

Improvements other than buildings increased \$646,709 including park improvements at Sago, Sabal Palm, Foxtail Palm and Lakewood Garden Park and \$51,200 for flooring improvements in Village Hall.

Machinery and equipment increased \$478,413 less disposals for a net increase of \$393,869, including \$346,697 in police vehicles, \$21,025 for digital message board, \$35,029 for two new servers for IT, \$34,705 for Public Works equipment including, 48" deck mower, Honda heavy duty trailer mounted pressure washer, a generator controller for Village Hall and new air conditioning unit. Parks and Recreation purchased a turf vacuum, new three tier fountain and air conditioning unit.

This year the Village recorded right-of-use assets – leases worth \$35,591, this includes primarily copiers leased throughout the Village and a postal machine. This new category is generated by applying the new GASB Statement No. 87 requirements.

Construction in progress increased \$170,023 including buildings, park improvements and software system implementation that were all in progress at fiscal year-end. A total of 5 projects were in progress at fiscal yearend.

The Village uses the modified approach for infrastructure reporting of its street system. The Village's policy is to maintain at least 80% of its street system in *good* or *better* condition using the Asphalt Pavement Rating categories of the Asphalt Institute. The rating completed through the most recent year continues to meet or exceed Village policy. For 2022 the estimated maintenance costs were \$342,000 and the actual were \$178,618. More information on the Village's Street System and condition rating can be found on page 102 of this report.

Business-type activities investment in capital assets increased by \$1,385,106 or 2.9% over fiscal year 2021. Assets increased by \$4,341,518 net an increase in accumulated depreciation/amortization of \$2,956,412. Construction in progress increased in the Water and Sewer Enterprise fund by \$2,469,839 representing 26 projects underway at the end of fiscal year 2022. The Stormwater Enterprise fund had an increase of \$398,999 in construction in progress at fiscal yearend representing 4 projects.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Additional detailed information regarding capital assets can be found in Note 4. Capital assets on September 30, 2022 and 2021 are summarized as follows:

Village of Palm Springs Capital Assets Net of Depreciation/Amortization						
	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
Land	\$ 729,641	\$ 729,641	\$ 379,987	\$ 379,987	\$ 1,109,628	\$ 1,109,628
Buildings	9,632,593	9,537,396	3,583,031	3,548,668	13,215,624	13,086,064
Improvements other than buildings	5,790,145	5,143,436	93,131,820	91,702,311	98,921,965	96,845,747
Machinery & Equipment	7,590,987	7,197,118	6,256,787	6,258,805	13,847,774	13,455,923
Software & Library Materials	681,333	687,308	34,188	34,188	715,521	721,496
Leases (Right-of-use assets)	35,591	-	10,827	-	46,418	-
Infrastructure	5,532,268	5,532,268	940,646	940,646	6,472,914	6,472,914
Intangible Assets	--	--	7,174,063	7,174,063	7,174,063	7,174,063
Construction in Progress	1,905,762	1,735,739	5,546,759	2,677,922	7,452,521	4,413,661
Total Assets	31,898,320	30,562,906	117,058,108	112,716,590	148,956,428	143,279,496
Less Accumulated Depreciation/Amortization	(12,496,180)	(11,385,165)	(68,682,340)	(65,725,928)	(81,178,520)	(77,111,093)
Total	\$ 19,402,140	\$ 19,177,741	\$ 48,375,768	\$ 46,990,662	\$ 67,777,908	\$ 66,168,403

Debt: At fiscal year end, the Village had a total long-term debt outstanding of \$13,626,044 (excluding other postemployment benefits of \$813,614 and net pension liability of \$15,385,795), a decrease of \$861,911, or 5.9% as compared to fiscal year 2021. Detailed information on the Village's long-term liabilities is presented in Notes 6, 9, and 10 to the financial statements. Long-term liabilities on September 30, 2022 and 2021 are summarized as follows:

Village of Palm Springs Long-Term Liabilities						
	Governmental Activities		Business-type Activities		Total Primary Government	
	2022	2021	2022	2021	2022	2021
General Obligation Bank Note	\$ 3,454,987	\$ 3,775,350	\$ --	\$ --	\$ 3,454,987	\$ 3,775,350
Note Payable	--	--	8,817,652	9,489,094	8,817,652	9,489,094
Compensated Absences	835,954	972,168	246,508	251,343	1,082,462	1,223,511
Capital lease (direct borrowing)	238,363	--	-	--	238,363	-
Leases (Right-of-use assets)	25,564	--	7,016	--	32,580	-
Other postemployment benefits	564,384	431,784	249,230	194,028	813,614	625,812
Net Pension Liability	12,693,435	3,765,230	2,692,360	697,360	15,385,795	4,462,590
Total	\$ 17,812,687	\$ 8,944,532	\$ 12,012,766	\$ 10,631,825	\$ 29,825,453	\$ 19,576,357

The water and sewer 2003 revenue bonds were refinanced in April 2013 with a 20-year bank loan that also provided additional funds of \$5 million for expansion of our wastewater lines. The interest rates on the 2003 revenue bonds ranged from 4.5% to 5.25% compared to the 2013 bank loan interest rate of 2.905%. Additional information on the Village's noncurrent liabilities can be found in Note 5, beginning on page 61 of this report.

In accordance with GASB Statement No. 68 the Village reported a net pension liability of \$15,385,795 of which \$12,693,435 is related to governmental activities and \$2,692,360 is for business-type activities. For additional information on the Village's pension plans see Note 9, beginning on page 67 of this report.

The liability for other postemployment benefits (OPEB) increased \$187,902 in 2022 to a total of \$813,614 and represents the implicit rate subsidy in retiree health insurance rates. The increase reflects the latest actuarial valuation dated October 1, 2021, performed in accordance with GASB Statement No. 75. Additional information on other postemployment benefits can be found in Note 10, beginning on page 88 of this report.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

NEXT YEAR'S BUDGET AND ECONOMIC FACTORS

The Village's assessed taxable value increased for the ninth consecutive year since the fiscal year 2008 recession. This fiscal year our taxable value increased \$46,979,766 or 3.3% over fiscal year 2021 for a total assessed value of \$1,485,175,520. We expect this trend to continue as the real estate and construction industry is recovering post-COVID, although the increase in interest rates may slow down real estate sales. Now that the Village has an operating CRA the property taxes generated in the two defined districts (Congress Avenue and Lake Worth Road) will not be available to the General Fund. This fiscal year that impact was \$87,894, an increase of \$19,313 over 2021 and as the CRA grows so will the impact to the General Fund.

The Village Council maintained the 2021 operating millage rate of 3.50 mills for 2022 and lowered the debt service millage rate by 3.5%. Property tax collections increased \$157,313 or 3.0% over fiscal year 2021, while the taxable value increased 3.3%.

Ad valorem taxes represent 22% of total governmental activity revenues this fiscal year which is 4% less than fiscal year 2021, that 4% is reflected in capital grants that grew from 2% in 2021 to 6% this year as the Village recognized the American Rescue plan funds and increased CRA revenues from its second year of operation. Utility service taxes decreased its share of the pie by 1% compared to 2021 and investment earnings took that 1% piece of the pie this year. All other sources remained the same as fiscal year 2021.

The Village was awarded \$12,629,526 in American Rescue Plan funds and the Village received \$6,314,763 the second of two distributions in August 2022. During this fiscal year the Village expended \$849,467 towards stormwater improvements, IT infrastructure to improve security for our water treatments plants, and infrastructure improvements in both CRA districts to help promote growth in those areas and attract redevelopment. The Village is utilizing this funding currently on four stormwater projects, and designing drainage improvements, and new sanitary sewer infrastructure, as well as IT cybersecurity projects and connectivity projects.

Effective October 1, 2009 (fiscal year 2010) the Village transferred fire rescue services to Palm Beach County Fire Rescue. Palm Beach County Fire Rescue MSTU (municipal services taxing unit) now taxes Village property owners \$3.4581 mills per \$1,000 of taxable value. This millage rate is deducted from the Village's legal millage rate limit of 10 mills, limiting our millage rate to \$6.5419.

The General Fund's unassigned fund balance of \$13,990,330 at September 30, 2022 represents 42.7% of the 2023 adopted budget of \$32,758,044, which is above our target range of 20-25%. The Village is anticipating rising costs of capital projects as inflation has impacted all supplies and related services, the largest capital project in the design phase is the expansion of the police department facilities and total costs are not established currently. The Village Council has prudently assigned \$3.0 million dollars of the General Fund's fund balance for disaster recovery and \$1.5 million for future capital needs.

VILLAGE OF PALM SPRINGS, FLORIDA
MANAGEMENT AND DISCUSSION AND ANALYSIS

CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the Village's finances and to show the Village's accountability for the money it receives. If you have questions about this report or need additional information, please contact:

Village of Palm Springs
Finance Department
226 Cypress Lane
Palm Springs, FL 33461
561-584-8200 x 8440
www.vpsfl.org

BASIC FINANCIAL STATEMENTS

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 27,315,355	\$ 41,533,174	\$ 68,848,529
Cash and cash equivalents - restricted	11,831,340	--	11,831,340
Receivables:			
Accounts, net of allowance	97,710	3,144,691	3,242,401
Utility taxes	251,682	--	251,682
Franchise fees	326,100	--	326,100
Intergovernmental	671,882	--	671,882
Grants	8,348	--	8,348
Lease receivable	51,592	--	51,592
Inventory	89,863	570,935	660,798
Capital assets:			
Capital assets, not being depreciated	8,167,671	6,867,392	15,035,063
Capital assets being depreciated/amortized	23,730,649	110,190,716	133,921,365
Accumulated depreciation/amortization	(12,496,180)	(68,682,340)	(81,178,520)
Total Assets	60,046,012	93,624,568	153,670,580
Deferred Outflows of Resources			
Deferred amount related to pensions	8,149,695	2,155,890	10,305,585
Deferred amount related to OPEB	273,221	113,996	387,217
Total Deferred Outflows of Resources	8,422,916	2,269,886	10,692,802
Liabilities			
Accounts payable and accrued liabilities	846,788	730,970	1,577,758
Contract retainage payable	5,845	166,075	171,920
Accrued interest payable	16,727	106,723	123,450
Deposits	122,232	1,693,704	1,815,936
Unearned revenue	12,082,535	--	12,082,535
Noncurrent liabilities			
Due within one year:			
Notes payable	328,065	691,088	1,019,153
Compensated absences	71,093	11,774	82,867
Capital lease	62,980	--	62,980
Leases (right-of-use asset)	11,834	3,601	15,435
Due in more than one year:			
Notes payable	3,126,922	8,126,564	11,253,486
Capital lease	175,383	--	175,383
Leases (right-of-use asset)	13,730	3,415	17,145
Compensated absences	764,861	234,734	999,595
Total OPEB liability	564,384	249,230	813,614
Net pension liability	12,693,435	2,692,360	15,385,795
Total Liabilities	30,886,814	14,710,238	45,597,052
Deferred Inflows of Resources			
Leases	51,283	--	51,283
Deferred amount related to debt refunding	--	75,247	75,247
Deferred amount related to pensions	473,530	239,620	713,150
Deferred amount related to OPEB	131,839	54,894	186,733
Total Deferred Inflows of Resources	656,652	369,761	1,026,413
Net Position			
Net investment in capital assets	15,677,381	39,309,778	54,987,159
Restricted for:			
Law enforcement	81,631	--	81,631
Debt service	252,673	--	252,673
Sales tax capital projects	7,809,275	--	7,809,275
Lake Worth Road CRA	39,383	--	39,383
Congress Ave CRA	106,016	--	106,016
American Rescue Plan Fund	51,281	--	51,281
Unrestricted	12,907,822	41,504,677	54,412,499
Total Net Position	\$ 36,925,462	\$ 80,814,455	\$ 117,739,917

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities				
General government	\$ 3,677,147	\$ 1,141,981	\$ 41,191	\$ 27,644
Public safety	10,186,285	2,462,350	62,761	47,057
Physical environment	1,456,330	1,180,423	16,391	--
Transportation	2,414,448	--	121,476	--
Culture/recreation	2,165,153	187,916	7,676	452,362
Economic environment	343,657	--	--	937,451
Interest on long-term debt	121,693	--	--	--
Total Governmental Activities	20,364,713	4,972,670	249,495	1,464,514
Business-type Activities				
Water and sewer utility	16,155,764	22,325,845	47,500	349,074
Stormwater utility	1,092	529,335	--	--
Total Business-type Activities	16,156,856	22,855,180	47,500	349,074
Total	\$ 36,521,569	\$ 27,827,850	\$ 296,995	\$ 1,813,588

General Revenues

Taxes:

Property taxes

Utility services taxes

Franchise fees

Sales and use taxes

Business taxes

Intergovernmental, unrestricted

Investment income

Impact Fees

Sale of capital assets

Miscellaneous

Transfers

**Total General Revenues
and Transfers**

Change in Net Position

Net Position - Beginning of Year

Net Position - End of Year

The accompanying notes are an integral part of these financial statements.

Governmental Activities	Business-Type Activities	Total
\$ (2,466,331)	\$ --	\$ (2,466,331)
(7,614,117)	--	(7,614,117)
(259,516)	--	(259,516)
(2,292,972)	--	(2,292,972)
(1,517,199)	--	(1,517,199)
593,794	--	593,794
(121,693)	--	(121,693)
(13,678,034)	--	(13,678,034)
--	6,566,655	6,566,655
--	528,243	528,243
--	7,094,898	7,094,898
(13,678,034)	7,094,898	(6,583,136)
5,440,257	--	5,440,257
3,044,674	--	3,044,674
1,831,837	--	1,831,837
5,214,492	--	5,214,492
419,767	--	419,767
1,327,514	--	1,327,514
172,511	160,538	333,049
109,732	--	109,732
27,780	--	27,780
162,624	58,371	220,995
2,000,415	(2,000,415)	--
19,751,603	(1,781,506)	17,970,097
6,073,569	5,313,392	11,386,961
30,851,893	75,501,063	106,352,956
\$ 36,925,462	\$ 80,814,455	\$ 117,739,917

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA

BALANCE SHEET

GOVERNMENTAL FUNDS

SEPTEMBER 30, 2022

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets				
Cash and cash equivalents	\$ 26,773,943	\$ --	\$ 541,412	\$ 27,315,355
Cash and cash equivalents - restricted	--	11,831,340	--	11,831,340
Receivables:				
Accounts, net of allowance	97,710	--	--	97,710
Utility taxes	251,682	--	--	251,682
Franchise fees	326,100	--	--	326,100
Intergovernmental	671,882	--	--	671,882
Grants	8,348	--	--	8,348
Lease receivable	51,592	--	--	51,592
Inventory	89,863	--	--	89,863
Total Assets	\$ 28,271,120	\$ 11,831,340	\$ 541,412	\$ 40,643,872
Liabilities				
Accounts payable and accrued liabilities	\$ 706,313	\$ --	\$ 140,475	\$ 846,788
Contract retainage payable	5,845	--	--	5,845
Deposits	122,232	--	--	122,232
Unearned revenue	--	11,780,059	--	11,780,059
Total Liabilities	834,390	11,780,059	140,475	12,754,924
Deferred Inflows of Resources				
Unavailable revenues	302,476	--	--	302,476
Leases	51,283	--	--	51,283
Total Deferred Inflows of Resources	353,759	--	--	353,759
Fund Balances				
Nonspendable:				
Inventory	89,863	--	--	89,863
Restricted for:				
Law enforcement	--	--	81,631	81,631
Debt service	--	--	252,673	252,673
Sales tax capital projects	7,809,275	--	--	7,809,275
Lake Worth Road CRA	--	--	39,383	39,383
Congress Ave CRA	--	--	106,016	106,016
American Rescue Plan Fund	--	51,281	--	51,281
Assigned to:				
Disaster recovery	3,000,000	--	--	3,000,000
Capital projects	1,500,000	--	--	1,500,000
Subsequent year's budget	693,503	--	--	693,503
Unassigned:				
General fund	13,990,330	--	--	13,990,330
Lake Worth Road CRA	--	--	(78,766)	(78,766)
Total Fund Balances	27,082,971	51,281	400,937	27,535,189
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 28,271,120	\$ 11,831,340	\$ 541,412	\$ 40,643,872

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

Total Governmental Fund Balances (page 23) **\$ 27,535,189**

Amounts reported for governmental activities in the statement of net position are different as a result of:

Capital assets used in governmental activities are not available, spendable resources and therefore are not reported in governmental funds:

Cost of assets	\$ 31,898,320	
Accumulated depreciation	<u>(12,496,180)</u>	19,402,140

Deferred outflows/inflows of resources related to defined benefit pension and OPEB plan are reported in the statement of net position but are not reported in the governmental funds:

Deferred outflows of resources related to pensions	8,149,695	
Deferred inflows of resources related to pensions	(473,530)	
Deferred outflows of resources related to OPEB	273,221	
Deferred inflows of resources related to OPEB	<u>(131,839)</u>	7,817,547

Long-term liabilities, including notes payable and leases, are not due and payable in the current period and therefore are not reported in the governmental funds.

Long-term liabilities at year end consist of:

Note payable	(3,454,987)	
Capital lease	(238,363)	
Leases (right-of-use asset)	(25,564)	
Accrued interest payable on long-term debt	(16,727)	
Compensated absences payable	(835,954)	
Other postemployment benefits liability	(564,384)	
Net pension liability	<u>(12,693,435)</u>	(17,829,414)

Total Net Position (page 20)		\$ 36,925,462
-------------------------------------	--	----------------------

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
Taxes	\$ 10,306,990	\$ --	\$ 517,529	\$ 10,824,519
Permits and fees	1,712,304	--	--	1,712,304
Intergovernmental	7,333,211	849,467	--	8,182,678
Charges for services	2,689,482	--	--	2,689,482
Confiscated property	--	--	31,882	31,882
Fines and forfeitures	279,918	--	--	279,918
Contributions and donations	45,970	--	--	45,970
Investment income	121,482	51,281	--	172,763
Facility rental	322,407	--	--	322,407
Miscellaneous	143,085	--	5,079	148,164
Total Revenues	22,954,849	900,748	554,490	24,410,087
Expenditures				
Current:				
General government	3,429,229	--	--	3,429,229
Public safety	9,482,747	--	--	9,482,747
Physical environment	1,456,330	--	--	1,456,330
Transportation	2,252,731	--	--	2,252,731
Economic environment	--	2,750	340,907	343,657
Culture/recreation	1,758,484	--	--	1,758,484
Capital outlay	1,758,633	--	--	1,758,633
Debt service:				
Principal	66,375	--	320,363	386,738
Interest and other fiscal charges	6,754	--	107,351	114,105
Total Expenditures	20,211,283	2,750	768,621	20,982,654
Excess of revenues over (deficiency) expenditures	2,743,566	897,998	(214,131)	3,427,433
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	30,306	--	--	30,306
Lease (right-of-use asset) acquired	35,590	--	--	35,590
Initiation of capital lease	294,712	--	--	294,712
Transfers in	2,689,198	--	245,828	2,935,026
Transfers out	(87,894)	(846,717)	--	(934,611)
Total Other Financing Sources (Uses)	2,961,912	(846,717)	245,828	2,361,023
Change in Fund Balances	5,705,478	51,281	31,697	5,788,456
Fund Balances - Beginning of Year	21,377,493	--	369,240	21,746,733
Fund Balances - End of Year	\$ 27,082,971	\$ 51,281	\$ 400,937	\$ 27,535,189

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

**Change in Fund Balances - Total Governmental
Funds (page 25)**

\$ 5,788,456

Amounts reported for governmental activities in the
statement of activities are different because:

Governmental funds report capital outlays as
expenditures, however, in the statement of
activities the cost of those assets is
depreciated/amortized over their estimated useful lives:

Expenditures for capital assets	\$ 1,758,633	
Less current year depreciation/amortization expense	<u>(1,531,708)</u>	226,925

In the statement of activities, only the gain or loss
on the sale of capital assets is reported, whereas in
the governmental funds the proceeds from the sale
increases financial resources. The change in net
position differs from the change in fund balance
by the net book value of the assets retired.

(2,526)

Some expenses reported in the statement of activities
are not reported in the governmental funds because
they have no effect on current financial resources:

Compensated absences	136,214	
Other postemployment benefits	(47,607)	
Pension expense	<u>(76,741)</u>	11,866

The issuance of long term debt (e.g., bonds, leases, etc.) provides current
financial resources to governmental funds, while the repayment of the
principal of long term debt consumes the current financial resources of
governmental funds. Neither transaction; however, has any effect on
net position.

Leases (right-of-use assets) acquired	(35,590)	
Leases (right-of-use assets) principal payments	10,026	
Initiation of capital lease	(294,712)	
Capital lease principal payments	56,349	
Principal payments on long-term debt	<u>320,363</u>	56,436

Net effect of accrued interest on long-term debt
(difference between amount accrued in prior
year and current year accrual)

(7,588)

**Change in Net Position of Governmental
Activities (page 22)**

\$ 6,073,569

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF NET POSITION
ENTERPRISE FUNDS
SEPTEMBER 30, 2022

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Assets			
Current Assets			
Cash and cash equivalents	\$ 40,064,464	\$ 1,468,710	\$ 41,533,174
Accounts receivable, net of allowance	3,141,697	2,994	3,144,691
Inventory	570,935	--	570,935
Total Current Assets	43,777,096	1,471,704	45,248,800
Noncurrent Assets			
Capital assets:			
Capital assets not being depreciated	5,379,563	1,487,829	6,867,392
Capital assets being depreciated/amortized	110,189,051	1,665	110,190,716
Accumulated depreciation/amortization	(68,682,109)	(231)	(68,682,340)
Total Noncurrent Assets	46,886,505	1,489,263	48,375,768
Total Assets	90,663,601	2,960,967	93,624,568
Deferred Outflows of Resources			
Deferred amount related to pensions	2,155,890	--	2,155,890
Deferred amount related to OPEB	113,996	--	113,996
Total Deferred Outflows of Resources	2,269,886	--	2,269,886
Liabilities			
Current Liabilities			
Accounts payable and accrued liabilities	727,752	3,218	730,970
Contract retainage payable	150,012	16,063	166,075
Accrued interest on note payable	106,723	--	106,723
Current portion of lease liability	3,601		3,601
Current portion of note payable	691,088	--	691,088
Current portion of compensated absences payable	11,774	--	11,774
Total Current Liabilities	1,690,950	19,281	1,710,231
Noncurrent Liabilities			
Customer deposits	1,693,704	--	1,693,704
Lease liability	3,415		3,415
Note payable	8,126,564	--	8,126,564
Compensated absences payable	234,734	--	234,734
Total OPEB liability	249,230	--	249,230
Net pension liability	2,692,360	--	2,692,360
Total Noncurrent Liabilities	13,000,007	--	13,000,007
Total Liabilities	14,690,957	19,281	14,710,238
Deferred Inflows of Resources			
Deferred amount on refunding	75,247	--	75,247
Deferred amount related to pensions	239,620	--	239,620
Deferred amount related to OPEB	54,894	--	54,894
Total Deferred Inflows of Resources	369,761	--	369,761
Net Position			
Net investment in capital assets	37,836,578	1,473,200	39,309,778
Unrestricted	40,036,191	1,468,486	41,504,677
Total Net Position	\$ 77,872,769	\$ 2,941,686	\$ 80,814,455

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Operating Revenues			
Water revenues	\$ 9,212,046	\$ --	\$ 9,212,046
Wastewater revenues	12,234,467	--	12,234,467
Stormwater revenues	--	529,335	529,335
Other operating revenues	879,332	--	879,332
Total Operating Revenues	22,325,845	529,335	22,855,180
Operating Expenses			
Personal services	5,091,706	--	5,091,706
Operating expenses	7,787,210	980	7,788,190
Depreciation/amortization	3,009,485	112	3,009,597
Total Operating Expenses	15,888,401	1,092	15,889,493
Operating Income	6,437,444	528,243	6,965,687
Non-Operating Revenues (Expenses)			
Investment income	160,538	--	160,538
Miscellaneous revenues	58,371	--	58,371
Loss on disposal of capital assets	(11,779)	--	(11,779)
Operating grants	47,500	--	47,500
Interest expense and fiscal charges	(255,584)	--	(255,584)
Total Non-Operating Revenues (Expenses)	(954)	--	(954)
Income Before Contributions and Transfers	6,436,490	528,243	6,964,733
Capital contributions	349,074	--	349,074
Transfers in	80,377	495,406	575,783
Transfers out	(2,576,198)	--	(2,576,198)
Change in Net Position	4,289,743	1,023,649	5,313,392
Net Position - Beginning of Year	73,583,026	1,918,037	75,501,063
Net Position - End of Year	\$ 77,872,769	\$ 2,941,686	\$ 80,814,455

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CASH FLOWS
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Cash received from customers	\$ 22,466,757	\$ 529,048	\$ 22,995,805
Cash paid to suppliers for goods and services	(7,741,305)	(980)	(7,742,285)
Cash paid to employees for services	(4,997,021)	--	(4,997,021)
Other receipts	58,371	--	58,371
Net Cash Provided by Operating Activities	9,786,802	528,068	10,314,870
Cash Flows from Noncapital Financing Activities			
Operating grants	47,500	--	47,500
Transfer in	80,377	495,406	575,783
Transfers out	(2,576,198)	--	(2,576,198)
Net Cash Provided (Used) by Noncapital Financing Activities	(2,448,321)	495,406	(1,952,915)
Cash Flows from Capital and Related Financing Activities			
Principal paid on loan	(671,442)	--	(671,442)
Principal paid on leases	(3,811)	--	(3,811)
Interest paid on long-term debt	(270,795)	--	(270,795)
Interest paid on leases	(24)	--	(24)
Acquisition and construction of capital assets	(3,910,007)	(415,655)	(4,325,662)
Capital contributions from customers	349,074	--	349,074
Net Cash Used by Capital and Related Financing Activities	(4,507,005)	(415,655)	(4,922,660)
Cash Flows from Investing Activities			
Investment income	160,538	--	160,538
Net Cash Provided by Investing Activities	160,538	--	160,538
Net Increase in Cash and Cash Equivalents	2,992,014	607,819	3,599,833
Cash and Cash Equivalents - Beginning of Year	37,072,450	860,891	37,933,341
Cash and Cash Equivalents - End of Year	\$ 40,064,464	\$ 1,468,710	\$ 41,533,174

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CASH FLOWS (CONTINUED)
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Operating income	\$ 6,437,444	\$ 528,243	\$ 6,965,687
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation and amortization	3,009,485	112	3,009,597
Provision for uncollectible accounts	125	--	125
Miscellaneous revenues	58,371	--	58,371
Change in operating assets and liabilities:			
(Increase) decrease in:			
Accounts receivable	96,836	(287)	96,549
Inventory	(157,341)	--	(157,341)
Net pension asset	2,341,869	--	2,341,869
Deferred outflows related to pensions	(1,497,774)	--	(1,497,774)
Deferred outflows related to OPEB	(89,407)	--	(89,407)
(Decrease) increase in:			
Accounts payable and accrued liabilities	203,246	--	203,246
Compensated absences payable	(4,835)	--	(4,835)
Customer deposits	43,951	--	43,951
Total OPEB liability	55,202	--	55,202
Net pension liability	1,995,000	--	1,995,000
Deferred inflows related to OPEB	54,025	--	54,025
Deferred inflows related to pensions	(2,759,395)	--	(2,759,395)
Total adjustments	3,349,358	(175)	3,349,183
Net Cash Provided by Operating Activities	\$ 9,786,802	\$ 528,068	\$ 10,314,870

**Supplemental Disclosure of Noncash Capital
and Related Financing Activities**

Amortization of deferred amount on refunding	\$ 7,110	\$ --	\$ 7,110
Loss on disposal of assets	\$ (11,779)	\$ --	\$ (11,779)
Lease (right-of-use asset) initiation	\$ (10,827)	\$ --	\$ (10,827)

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2022

	Employee Pension Funds
Assets	
Cash and cash equivalents	\$ 3,669,963
Receivables:	
Interest and dividends	83,863
Investments:	
U.S. Treasury securities	7,532,590
Mortgage and asset-backed securities	3,033,507
Domestic corporate bonds	1,619,615
International fixed income mutual fund	2,534,709
Domestic equity securities and mutual fund	31,971,010
Foreign equity securities and mutual fund	5,414,209
Real estate investment account	8,707,924
Total investments	60,813,564
Total Assets	64,567,390
Liabilities	
Accounts payable	49,064
Total Liabilities	49,064
Net position restricted for pension benefits	\$ 64,518,326

The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Employee Pension Funds
Additions	
Contributions	
Employer	\$ 1,288,041
Plan members	139,122
State of Florida	192,875
Total Contributions	1,620,038
Investment Income (Loss)	
Interest	375,494
Dividends	2,270,288
Net depreciation in fair value of investments	(12,855,210)
Total Investment Income (Loss)	(10,209,428)
Less: Investment expenses	(91,379)
Net Investment Income	(10,300,807)
Total Additions	(8,680,769)
Deductions	
Administration expenses	142,463
Benefits paid	3,307,031
Total Deductions	3,449,494
Change in Net Position	(12,130,263)
Net Position Restricted for Pension Benefits	
Beginning of Year	76,648,589
End of Year	\$ 64,518,326

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Palm Springs, Florida (the “Village”), was incorporated in 1957 pursuant to Chapter 57-1698, Laws of Florida and is located in central Palm Beach County, Florida. The Village operates under the Council-Manager form of government and provides a wide range of community services including public safety, planning and zoning, water, wastewater and stormwater systems, sanitation, streets and roads, parks, recreation, and library. The Village Council (the “Council”) is responsible for legislative and fiscal control of the Village.

The basic financial statements of the Village have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”) as applied to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The significant Village accounting policies are described below.

A. FINANCIAL REPORTING ENTITY

As required by GAAP, the basic financial statements present the primary government and its component units. Component units are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the Village’s financial statements to be misleading or incomplete. The primary government is considered financially accountable if it appoints a voting majority of an organization’s governing body and imposes its will on that organization. The primary government may also be financially accountable if an organization is fiscally dependent on the primary government, regardless of the authority of the organization’s governing board.

The Village has one dependent special district, created pursuant to Florida Statutes, that is considered a component unit. Component units are included in the reporting entity as blended or as discretely presented. Blended component units, although legally separate entities, are, in substance, part of the Village’s operations. Accordingly, data from these component units are combined with data of the primary government. The Village has met the criteria as having the operational and financial responsibilities as noted above for the blended component unit listed below and has been included in the Village’s financial reporting entity.

The *Palm Springs Community Redevelopment Agency* (the “CRA”) is a dependent special district established by the Village under authority granted by Florida Statutes Chapter 163, Section III. The CRA is a legally separate entity established by Ordinance No. 2019-19 of the Palm Springs Village Council on November 14, 2019. The purpose of the CRA is to promote and guide the physical and economic redevelopment of approximately 512 acres in two districts within the Village. The CRA is governed by a seven member Governing Board that includes the five members of the Village Council and two additional members appointed by the Village Council representing the two CRA districts. The Mayor of the Village serves as the Chair of the CRA Governing Board.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. FINANCIAL REPORTING ENTITY (CONTINUED)

The Village Council approves the CRA's annual budget and all debt obligations of the CRA, if any. Accordingly, the CRA is considered a blended component unit of the Village. This is the second year of the CRA's operations.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Village. *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *Business-type activities*, which rely to a significant extent on user fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, enterprise funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The major governmental funds and the major enterprise fund are reported as separate columns in the fund financial statements.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the enterprise fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor are met.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Franchise taxes, utility service taxes, business taxes, and interest revenues associated with the current fiscal year are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. All other revenue items are considered to be measurable and available only when cash is received by the Village, except for grant revenue, which is recorded when the related expenditures/expenses are incurred and the time and purpose restrictions have been met.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense (income), information about the fiduciary net position of the Village's defined benefit pension plans and Florida Retirement System ("FRS") and the additions to/deductions from the fiduciary net position, have been determined on the same basis as they are reported by the Village's defined benefit pension plans and FRS. For purposes of measuring the total Other Post Employment Benefit ("OPEB") liability, deferred inflows/outflows of resources related to OPEB, and OPEB expense, have been determined on the same basis as reported by the Village. For this purpose, pension and OPEB benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The Village reports two major governmental funds as follows:

The *General Fund* is the primary operating fund of the Village. All general revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. The general operating expenditures and capital improvement costs that are not paid through other funds are paid from the General Fund.

The *American Rescue Plan Fund* is used to account for the funds provided by the American Rescue Plan Act of 2021, which were released by the U.S. Department of the Treasury.

The Village reports one major enterprise fund as follows:

The *Water and Sewer Utility Fund* is used to account for operations that provide a service to citizens, financed primarily by a user charge, and where the periodic measurement of net income is deemed appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Water and Sewer Utility Fund is used to account for water and sewer services provided by the Village to residents and other users.

Additionally, the Village reports the following fund types:

Nonmajor Governmental Funds

The *Special Revenue Funds* are used to account for the proceeds of specific revenue sources (other than major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action. The special revenue funds used by the Village are:

The *Law Enforcement Fund* which accounts for proceeds from law enforcement forfeitures. Expenditures from this fund are legally restricted for law enforcement.

The *Lake Worth Road CRA* accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities.

The *Congress Ave CRA* accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Nonmajor Governmental Funds (Continued)

The Village has one *Debt Service Fund* used to account for assets held for the repayment of principal and interest on general obligation debt.

Nonmajor Enterprise Fund

The Village has one nonmajor enterprise fund, the *Stormwater Fund*, that is used to account for stormwater fees and related expenses for stormwater management.

Fiduciary Funds

Pension Trust Funds are used to account for assets held in a trustee capacity for retirement pensions. Pension trust funds are fiduciary funds. The Village has two defined benefit pension funds; one for General Employees and one for Police Officers.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Village's utility functions and various other functions of the Village. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the enterprise funds' principal ongoing operations. The principal operating revenues of the Village's Water and Sewer and Stormwater Utility Funds are charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES

1. Pooled Cash, Cash Equivalents and Investments

Pooled cash, cash equivalents and investments consist of cash on hand, interest-bearing cash accounts and investments with Florida PRIME, a local government investment pool administered by the Florida State Board of Administration (“SBA”). Cash balances and the requirements of all funds are considered in determining the amount to be invested.

Investments are reported at fair value, which is determined by using various third party pricing sources. The Florida PRIME investment pool is operated as a “2a-7 like” pool and the fair value of this investment is considered to be the same as the Village’s account balance (amortized cost) in the pool. The SBA administers the Florida PRIME investments pursuant to Chapter 19-7 of the Florida Administrative Code which provides guidance and establishes the general operating procedures for the administration of Florida PRIME.

Cash and cash equivalents, for purposes of the statement of cash flows, include pooled cash and investments which are defined as short-term, highly liquid investments with original maturities of three months or less.

2. Inventory

Inventory consists of materials and supplies which are carried at cost in the governmental funds and at the lower of cost (first-in, first-out) or market in the enterprise fund. The Village uses the consumption method, wherein all inventories are maintained by perpetual records, expensed when used, and adjusted by an annual physical count.

3. Unbilled Service Receivables

The Water and Sewer Utility Fund recognizes revenue on the basis of monthly cycle billings to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year with respect to services provided but not billed at such date. It is the policy of the Village to accrue these amounts at year end.

4. Concentration of Credit Risk

The Village requires customer deposits for water and sewer service and maintains an allowance for uncollectible accounts at a level which management believes is sufficient to cover potential credit losses.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

5. Capital Assets

Capital assets, which include property, plant, and equipment, intangible assets, leases (right-of-use assets), and infrastructure assets (e.g., roads, bridges, sidewalks, drainage, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial individual cost of \$5,000 or more and an estimated life in excess of one year.

Purchased or constructed assets are recorded at actual cost or estimated historical cost if actual cost is unavailable. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the date of acquisition. General governmental infrastructure assets acquired or constructed since incorporation in 1957 have been capitalized.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are the assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized as assets in the government-wide statement of net position. General capital assets are carried at historical cost. Where cost cannot be determined from the available records, estimated historical cost has been used to record the estimated value of the assets. The street network was valued based on current construction costs discounted by consumer price indices for highway construction.

Capital assets of the enterprise fund are capitalized in the fund and in the government-wide statement of net position. The valuation basis for enterprise fund capital assets is the same as that used for general capital assets. Interest cost was capitalized on enterprise fund capital assets during the construction period prior to adoption of GASB Statement No. 89 in 2018. Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

In the government-wide financial statements and in the enterprise fund financial statements, the cost of property sold or retired, together with the related accumulated depreciation/amortization, is removed from the appropriate accounts and any resulting gain or loss is included in the change in net position.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

5. Capital Assets (Continued)

Capital assets of the Village are depreciated/amortized using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	30-50
Improvements	10-50
Intangible assets	22-40
Software / library materials	3-5
Equipment and vehicles	3-20

The street network (pavement, drainage, sidewalks, and curbs) is not depreciated. The Village has elected to use the modified approach in accounting for its streets. The modified approach allows governments to report as expenses in lieu of depreciation, infrastructure expenditures which maintain the asset but do not add to or improve the asset. Additions and improvements to the street network are capitalized. The Village uses a pavement rating system to rate street condition and quantify the results of maintenance efforts. The condition rating of the Village's street system may be found on page 102.

6. Leases (Right-of-use Assets)

The leases (right-of-use assets) are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The leases (right-of-use assets) are amortized on a straight-line basis over the life of the related lease agreement.

7. Lease Receivable

The Village's lease receivable is measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

8. Unearned / Unavailable Revenue

Unearned revenue in the Governmental Activities and unavailable revenue in the Governmental Funds includes amounts received in advance by the Village for business taxes applicable to the following fiscal year and grant funds received which are to be expended in future years. Unavailable revenue in the Governmental Funds also includes amounts due in future years that were not available to pay current period expenditures under the modified accrual basis of accounting.

9. Compensated Absences

The Village's employees earn personal leave time based on their years of continuous service as follows: 160 hours after 1 year; 200 hours after 6 years; 240 hours after 11 years; and 280 hours after 21 years. Personal leave may be used for vacation, illness and other time off as approved by the employee's supervisor. Employees may accumulate personal leave time up to a maximum number of hours based on years of service, but never more than 600 hours. Employees are also required to use a minimum number of hours of personal leave time annually based upon years of service, or forfeit the unused hours up to the minimum required to be used, however, employees may be compensated for unused personal leave, up to a maximum of 80 hours annually, if their unscheduled leave does not exceed certain limits each year. Upon termination, employees are compensated for accumulated personal leave at their rate of pay at termination, up to the maximum of 600 hours. A liability for compensated absences is accrued when incurred in the government-wide and enterprise fund financial statements. In the governmental funds, a liability is recorded for compensated absences only if they have matured, for example, as a result of employee resignations and retirements, and the amount, if any, is reported with accounts payable and accrued liabilities in the governmental funds' balance sheet.

10. Noncurrent Obligations

In the government-wide financial statements and enterprise fund financial statements, long-term debt and other noncurrent obligations are reported as liabilities in the applicable governmental activities, business-type activities, or enterprise fund statement of net position. Long-term debt is reported net of applicable premium or discount. Debt discount, premium and deferred amount on debt refunding in the government-wide financial statements and enterprise fund are amortized using the straight-line method, which approximates the effective interest method, and are charged against operations over the term of the related debt issues. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

10. Noncurrent Obligations (continued)

In the fund financial statements, governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

11. Deferred Outflows / Inflows of Resources

In addition to assets and liabilities, the government-wide and Enterprise Fund Statements of Net Position and the governmental funds Balance Sheet report a separate section for deferred outflows or deferred inflows of resources. The separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The Village's deferred outflows of resources are related to its pension and other postemployment benefits liabilities.

The separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time. The Village's deferred inflows are related to its leases, pension obligations, OPEB liabilities and a deferred amount on debt refunding, which are reported as deferred inflows of resources on the government-wide Statement of Net Position. The deferred amount on debt refunding was a gain resulting from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. In addition, the Village has another item, unavailable revenues, which arises only under the modified accrual basis of accounting and is reported as a deferred inflow of resources on the governmental funds Balance Sheet. The unavailable revenues result from business taxes received by the Village in advance of the year for which they were levied. These amounts are deferred and recognized as an inflow of resources in the year that the amounts become available.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

12. Fund Balances

Nature and Purpose of Fund Equity Classifications: In the fund financial statements, governmental funds report fund equity classifications that comprise a hierarchy based primarily on the extent to which the Village is legally bound to honor the specific purposes for which amounts in fund balance may be spent. The fund balance classifications are summarized as follows:

- **Nonspendable** - Nonspendable fund balances include amounts that cannot be spent because they are either 1) not in spendable form; or, 2) legally or contractually required to be maintained intact.
- **Restricted** - Restricted fund balances include amounts that are restricted to specific purposes either by 1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or, 2) imposed by law through constitutional provisions or enabling legislation.
- **Committed** - Committed fund balances include amounts that can only be used for specific purposes pursuant to constraints imposed by the Village Council through an Ordinance. The Village had no committed fund balances.
- **Assigned** - Assigned fund balances include amounts that are constrained by the Village's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance are made by Village management based upon a Resolution adopted by the Village Council or in the Village's annual budget.
- **Unassigned** - Unassigned fund balance includes the General Fund amount that is spendable and has not been restricted, committed, or assigned to specific purposes.

The Village considers restricted fund balances to be spent when an expenditure is incurred for the restricted purpose. The Village considers committed, assigned or unassigned fund balances to be spent when an expenditure is incurred for purposes for which amounts in any of those fund balance classifications could be used.

Minimum Fund Balance Policy: The Village Council has not adopted a formal minimum fund balance policy. Generally, the Village strives to maintain sufficient General Fund balance to provide liquidity in the event of a budget shortfall or natural disaster.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

13. Interfund Transactions

During the course of normal operations, it is necessary for the Village to enter into transactions among its various funds. These transactions consist of one or more of the following types:

- Reimbursements to a fund, which are generally reflected through the allocation of pooled cash accounts, for expenditures or expenses initially made from it that are properly applicable to another fund.
- Transfers in and out, as appropriate, for all other interfund transactions, which are shown as other financing sources or uses.
- Outstanding balances between funds, including noncurrent advances, are reported as “due to/from other funds”. Any such balances outstanding between governmental activities and business-type activities in the government-wide financial statements are classified as “internal balances” and are subject to elimination in the government-wide financial statements.

14. Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector, respectively. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue for review to determine if the assessment roll meets the appropriate requirements of State law. The assessed value of property within the corporate limits of the Village at January 1, 2021, upon which the 2021/2022 levy was based, was approximately \$1.485 billion. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills (1 mill equals \$1.00 for each \$1,000 of assessed value). Effective October 1, 2009 (fiscal year 2010), the Village transferred fire rescue services to Palm Beach County and the Palm Beach County Fire Rescue MSTU (municipal services taxing unit) taxes Village property owners \$3.4581 mills. This millage rate is deducted from the Village’s legal millage rate limit of 10 mills, thereby limiting the 2021/2022 Village millage rate to \$6.5419.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

14. Property Taxes (continued)

The tax levy of the Village is established by the Village Council prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the Village's millage into the total tax levy, which includes the County, County School Board, and Special District tax requirements. The operating millage rate assessed by the Village for the year ended September 30, 2022, was 3.5000 and the debt service millage was 0.2994, for a total millage of 3.7994. Taxes may be paid less a 4% discount in November or at a discount declining 1% each month through February. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property. After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Unsold certificates are held by the County. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations. All property taxes are collected by Palm Beach County and remitted to the Village. Property tax revenue is recognized at the time monies are received from Palm Beach County.

During 2007 the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments in the State of Florida. Local governments that adopt a property tax levy in excess of the limit under State law will lose their Half-Cent Sales Tax distribution from the State for the succeeding twelve months. For the fiscal year ending September 30, 2022, the maximum tax levy allowed by a majority vote of the governing body is generally based on a percentage change applied to the prior year (2020/2021) property tax revenue. The percentage change is calculated based on the compound annual growth rate in the per capita property taxes levied for five preceding fiscal years. The State law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the adjusted current year rolled-back millage rate plus an adjustment for growth in per capita Florida personal income; 2) a two-thirds vote to adopt a rate equal to the adjusted current year roll back millage rate plus 10%; or, 3) any millage rate approved by unanimous vote or referendum. For the fiscal year ending September 30, 2022, the Village adopted an operating millage rate of 3.5000, resulting in a total tax levy of \$5,625,830 for 2022, and increase of approximately 2.6% from the operating property tax levy for 2021.

Future legislation could have a significant impact on the future tax revenues of the Village and the current services provided to Village residents.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

15. On-behalf Payments

The Village received on-behalf payments of \$192,875 from the State of Florida for the Police Officers Pension Plan for the year ended September 30, 2022. The on-behalf payments are recorded as intergovernmental revenue and public safety expenses/expenditures in the government-wide and General Fund financial statements.

16. Use of Estimates

The financial statements and related disclosures are prepared in conformity with GAAP. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, deferred inflows/outflows of resources, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses/expenditures during the period reported. These estimates include assessing the collectability of receivables, the fair value of investments, and useful lives and possible impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically and the revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

17. Implementation of GASB Statements

The Governmental Accounting Standards Board has issued new Statements effective in the current year and future years that may apply to the Village. Management has not completed its analysis of the effects, if any, of these GASB statements on the financial statements of the Village:

- GASB Statement No. 87, *Leases* (“GASB 87”), addresses accounting and financial reporting for leases by governments. The statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. This Statement was implemented by the Village for the fiscal year ending September 30, 2022.
- GASB Statement No. 91, *Conduit Debt Obligations*, provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement will be effective for the Village for the fiscal year ending September 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

17. Implementation of GASB Statements (continued)

- GASB Statement No. 92, *Omnibus 2020*, addresses certain practice issues identified during implementation and application of certain GASB Statements, including 1) the effective date of GASB Statement No. 87 and Implementation Guide 2019-3 related to *Leases* for interim reports; 2) reporting of intra-entity transfers between a primary government employer and component unit defined benefit pension plan; 3) the applicability of GASB Statement No. 73 to reporting assets accumulated for OPEB; 4) applicability of GASB Statement No. 84 to postemployment benefit arrangements; 5) measurement of assets and liabilities related to asset retirement obligations; 6) reporting for amounts recoverable by public entity risk pools from reinsurers or excess insurers; and 7) certain terminology references. This Statement was implemented by the Village for the fiscal year ending September 30, 2022.
- GASB Statement No. 93, *Replacement of Interbank Offered Rates*, addresses the replacement of an Interbank Offered Rate (IBOR) with other reference interest rates and modifies the existing provisions for hedge accounting termination and lease modifications. This Statement was implemented by the Village for the fiscal year ending September 30, 2022; however, there was no impact to the Village.
- GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, addresses issues related to public-private and public-public partnerships (PPP) and provides guidance for accounting and financial reporting for availability payment arrangements (APA). The Statement provides specific guidance on the accounting and financial reporting for PPP and APA transactions. This Statement will be effective for the Village for the fiscal year ending September 30, 2023.
- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements. This Statement will be effective for the Village for the fiscal year ending September 30, 2023.
- GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*, addresses the reporting of fiduciary component units without a governing board, requires that the financial burden criteria of Statement No. 84 apply only to defined benefit plans and requires Statement No. 84 to be applied to all Section 457 plans to determine whether those plans should be reported as fiduciary activities. This Statement was implemented by the Village for the fiscal year ending September 30, 2022; however, there was no impact to the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

17. Implementation of GASB Statements (continued)

- GASB Statement No. 99, *Omnibus 2022*, addresses certain practice issues identified during implementation and application of certain GASB Statements, including, but not limited to, 1) classification and reporting of derivative instruments within GASB Statement No. 53, Accounting and Financial Reporting for Derivative Instruments; 2) clarification of provisions in GASB Statement No. 87, Leases; 3) clarification of provisions in GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements; 4) clarification of provisions in GASB Statement No. 96, Subscription-Based Information Technology Arrangements; and 5) extension of the period during which the London Interbank Offered Rate (LIBOR) is considered an appropriate benchmark interest rate. This Statement was implemented by the Village for the fiscal year ending September 30, 2022.
- GASB Statement No. 100, *Accounting Changes and Error Corrections*, the primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This Statement will be effective for the Village for the fiscal year ending September 30, 2024.
- GASB Statement No. 101, *Compensated Absences*, the objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will be effective for the Village for the fiscal year ending September 30, 2025.

18. Deficit in Fund Balance

The Lake Worth Road CRA fund reported a fund balance deficit of \$39,383 as of September 30, 2022. The deficit relates to project expenditures which were received prior to yearend. Payments to such amounts were made subsequent to yearend.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS

A summary of deposits and investments as shown on the statement of net position and statement of fiduciary net position for the Village is as follows:

	Cash and Cash		
	Equivalents	Investments	Total
Governmental activities	\$ 39,146,695	\$ --	\$ 39,146,695
Business-type activities	41,533,174	--	41,533,174
Total Statement of Net Position	80,679,869	--	80,679,869
Fiduciary Funds	3,669,963	60,813,564	64,483,527
Total Deposits and Investments	\$84,349,832	\$60,813,564	\$ 145,163,396

DEPOSITS

In addition to insurance provided by the Federal Depository Insurance Corporation, deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds as qualified public depositories. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit eligible collateral with the State Treasurer or another banking institution. In the event of failure of a qualified public depository, all claims for government deposits would be satisfied by the State Treasurer from the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories participating in the collateral pool. Accordingly, the Village's deposits at year end are considered to be fully insured or collateralized.

INVESTMENTS

The Village has adopted an investment policy to establish guidelines for the efficient management of its cash reserves. Section VI of the investment policy identifies permitted instruments as follows:

- a. The State Board of Administration Florida PRIME Fund;
- b. U.S. Government obligations and U.S. Government Agency obligations;

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS (CONTINUED)

- c. Securities of, or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations, and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;
- d. Certificates of deposit and savings accounts in state-certified qualified public depositories; and,
- e. Repurchase agreements.

Investments of the General Employees Pension Fund and the Police Officers Pension Fund are limited to:

- a. Money Market - Money market mutual funds or short-term investment funds (“STIF”) provided by the Plan’s custodian must have a minimum rating of Standard & Poor’s A1 or Moody’s P1.
- b. Equities - Equities must be traded on a national exchange or electronic network; and not more than 5% of the Plans’ assets, at the time of purchase, can be invested in the common stock, capital stock or convertible stock of any one issuing company, nor can the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company (this restriction does not apply to any single holding within a diversified pooled fund).
- c. Fixed Income - Fixed income investments shall have a minimum rating of investment grade or higher as reported by any Nationally Recognized Statistical Rating Organization (NRSRO) at the time of purchase; and the value of bonds issued by any single corporation cannot exceed 10% of the total fund (excluding issues from the U.S. government, or agency thereof; and this restriction does not apply to any single holding within a diversified pooled fund).
- d. Pooled Funds - Pooled funds may include mutual funds, commingled funds, and exchange-traded funds.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS

The reported value of the Village's and the Pension Trust Funds cash and cash equivalents at September 30, 2022 is as follows:

Investment Type	Village Unrestricted	Pension Trust Funds
Cash and Cash Equivalents		
Petty cash	\$ 1,652	\$ --
Deposits with financial institutions	40,995,380	641,462
Investments in State Board of Administration		
Florida PRIME Fund	39,682,837	--
Money market mutual funds	--	3,028,501
Total Cash and Cash Equivalents	\$80,679,869	\$ 3,669,963

The Village follows the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which establishes a framework for measuring the fair value of investments in a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under GASB Statement No. 72 are described below:

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the Village has the ability to access at the measurement date.

Level 2

Inputs to the valuation methodology include the following:

- Quoted prices for similar assets in active markets.
- Quoted prices for identical or similar assets in inactive markets.
- Inputs other than quoted prices that are observable for the assets.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Level 3

Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the entity's own estimates for assumptions that market participants would use in pricing the asset or liability. Valuation techniques would typically include discounted cash flow models and similar techniques, but may also include the use of market prices of assets that are not directly comparable to the subject asset.

The fair value measurement of an asset within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The categorization of an investment within the fair value hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the Village's perceived risk of that investment.

Valuation Methodologies: The following valuation methods and assumptions were used by the Village in estimating the fair value of financial instruments that are measured at fair value on a recurring basis under GASB Statement No. 72.

Domestic and foreign equity securities: Valued at the closing price reported on the active exchange on which the individual securities are traded.

International fixed income mutual fund and equity mutual funds: Valued at the closing net asset value reported on the active exchange on which the investment fund is actively traded.

U.S. Treasury, U.S. Government Agency, mortgage and asset-backed securities, and corporate bonds: Valued at the closing price reported on the active exchange on which the individual securities are actively traded (Level 1). Securities that are not actively traded are valued by the independent investment custodian using a matrix-pricing technique based on the securities' relationship to quoted benchmark prices (Level 2).

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Investment measured at net asset value (“NAV”): The real estate investment account consists of units in the U.S. Property Separate Account (the “Account”) sponsored by the Principal Life Insurance Company and managed by Principal Real Estate Investors. The account is an open end, commingled real estate account valued at the unadjusted NAV per unit at September 30, 2022, based on the fair value of the underlying account investments as determined by the Account manager. Real estate values are generally based upon periodic independent appraisals performed for assets held by the account. The fair value of real estate is the price that would be received if the asset was sold to a market participant assuming the highest and best use of each asset at the measurement date. At September 30, 2022, the real estate investment account had no future funding commitments or lock-up periods and was redeemable with 90 days’ notice, subject to approval of the fund manager and fund liquidity.

The methods and assumptions described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Village believes its valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There were no changes in the methods and assumptions used for the year ended September 30, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

The financial assets measured at fair value on a recurring basis include the Village's pension funds' investments. There were no liabilities measured at fair value on a recurring basis at September 30, 2022. The fair value of the Pension Trust Funds investments at September 30, 2022 is summarized as follows:

	Level 1	Level 2	Level 3	Total
Equity Investments				
Domestic equity securities and mutual fund	\$ 31,971,010	\$ --	\$ --	\$ 31,971,010
Foreign equity securities and mutual fund	5,414,209	--	--	5,414,209
Total Equity Securities	37,385,219	--	--	37,385,219
Fixed Income Investments				
U.S. Treasury	--	7,532,590	--	7,532,590
Mortgage and asset-backed securities	--	3,033,507	--	3,033,507
Corporate bonds	--	1,619,615	--	1,619,615
International fixed income mutual funds	2,534,709	--	--	2,534,709
Total Fixed Income Securities	2,534,709	12,185,712	--	14,720,421
Total Investments by Level	\$39,919,928	\$12,185,712	\$ --	52,105,640
Investment Measured at NAV				
Real estate investment account				8,707,924
Total Fair Value				\$60,813,564

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Credit Risk: Credit risk is the risk that a debt issuer will not fulfill its obligations. The Village and Pension Trust Funds investment policies requires that pension investments in fixed income securities must be rated as investment grade (BBB or better) by a NRSRO. The money market mutual funds and fixed income mutual fund are not rated. The Village and Pension Trust Funds utilize ratings from Standard and Poor's and Moody's Investor Services for its investments. The NRSRO ratings for the Village and Pension Trust Fund investments at September 30, 2022 are summarized as follows:

Investment Type	NRSRO Rating	Reported Value
Village Investments		
State Board of Administration Florida PRIME Fund	AAAm	\$ 39,682,837
Pension Trust Fund Investments		
U.S. Treasury	AAA	7,532,590
Mortgage and asset-backed securities	Not Rated	3,033,507
Domestic corporate bonds	A	1,619,615
Total		\$ 51,868,549

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The Village does not have a formal policy that limits the maturities of its investments. The Village pension funds' investment in mortgage and asset-backed securities consist of mortgage pass-through securities based on pools of residential home mortgage loans which are subject to prepayments and therefore highly sensitive to changes in interest rates. The table below summarizes the scheduled maturities of fixed income investment securities at September 30, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

	Fair Value of Investment Maturities					
	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years	Total	
Pension Fund Investments						
U.S. Treasury	\$ --	\$ 805,987	\$ 6,726,603	\$ --	\$ 7,532,590	
Mortgage and asset-backed securities	--	--	--	3,033,507	3,033,507	
Corporate bonds	--	322,651	1,296,964	--	1,619,615	
Total	\$ --	\$ 1,128,638	\$ 8,023,567	\$ 3,033,507	\$12,185,712	

The SBA Florida PRIME Fund had a weighted average maturity of 21 days at September 30, 2022. The fair value and weighted average maturity of the international fixed income mutual funds were \$2,534,709 and 5.90 years, respectively, at September 30, 2022.

Custodial Credit Risk: Custodial credit risk is defined as the risk that the Village may not recover cash and investments held by another party in the event of a financial failure. The Village investment policy requires cash and investments to be fully insured or collateralized, or held in independent custodial safekeeping accounts in the name of the Village. At September 30, 2022, all investments were held by an independent custodian in the name of the Village, except the State Board of Administration Florida Prime Fund and money market mutual funds which are considered *unclassified* pursuant to GASB Statement No. 3. Investments held by the Pension Trust Funds are held in custodial accounts in the name of the respective Pension Trust.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. For investments other than the Village pension funds, there is no specific policy for concentration of credit risk. In the Village pension funds, securities of a single issuer are limited to no more than 5% of the Plan's net position invested in common stocks and debt securities. At September 30, 2022, five mutual fund investments of the Police Officers Pension Fund represented approximately 26.90%, 13.50%, 13.20%, 8.70% and 7.90% of that Plan's net position and five mutual fund investments of the General Employees Pension Fund represented approximately 32.68%, 16.37%, 15.99%, 10.60%, and 9.65% of that Plan's net position. Securities of a single issuer owned by each mutual fund are less than 5% of each Plan's net position.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Market Risk: The value, liquidity, and related income of certain investments in real estate and securities with contractual cash flows, such as mortgage and asset-backed securities, collateralized mortgage obligations and mutual funds investing in these securities or entities, are particularly sensitive to changes in economic conditions, including real estate value, delinquencies or defaults, or both, and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates and financial markets.

Due to the foregoing risks associated with investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and such changes could materially affect the amounts reported in the accompanying financial statements.

NOTE 3 – RECEIVABLES

Receivables at September 30, 2022 are summarized as follows:

	Governmental Activities	Business-type Activities	Total
Receivables			
Accounts and other receivables	\$ 675,492	\$ 3,236,513	\$ 3,912,005
Intergovernmental and grants	680,230	--	680,230
Lease receivable	51,592	--	51,592
Gross Receivables	1,407,314	3,236,513	4,643,827
Less: allowance for uncollectible accounts	--	(91,822)	(91,822)
Net Receivables	\$1,407,314	\$ 3,144,691	\$4,552,005

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 3 – RECEIVABLES (CONTINUED)

LEASE RECEIVABLE

On June 26, 2003, the Village, as a lessor, entered into a lease agreement for the use of land for 226 Cypress Lane MetroPCS. Effectively October 1, 2021, the Village implemented GASB 87. As of September 30, 2022, the lease agreement has 21 months remaining. An initial lease receivable was recorded in the amount of \$52,357. As of September 30, 2022, the value of the lease receivable is \$22,469. The lessee is required to make monthly fixed payments of \$2,500. The lease agreement has an implicit interest rate of 0.3280%. The value of the deferred inflow of resources as of September 30, 2022 was \$22,200, and the Village recognized lease revenue of \$30,158 during the fiscal year. The lessee has an extension option at the end of this term, for an additional extension of a 60 month period.

On April 30, 1998, the Village, as a lessor, entered into a lease agreement for the use of land for the Crown Castle's cell tower. Effectively October 1, 2021, the Village implemented GASB 87. As of September 30, 2022, the lease agreement has 22 months remaining. An initial lease receivable was recorded in the amount of \$63,983. As of September 30, 2022, the value of the lease receivable is \$29,123. The lessee is required to make monthly fixed payments of \$2,917. The lease agreement has an implicit interest rate of 0.3280%. The value of the deferred inflow of resources as of September 30, 2022 was \$29,083, and the Village recognized lease revenue of \$34,900 during the fiscal year. The lessee has an extension option at the end of this term, for three additional extension periods of 60 months each.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 4 – CAPITAL ASSETS

Capital assets activity for the year ended September 30, 2022 was as follows:

	Beginning Balances*	Additions	Deletions	Ending Balances
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	\$ 729,641	\$ --	\$ --	\$ 729,641
Infrastructure	5,532,268	--	--	5,532,268
Construction in progress	1,735,739	576,144	(406,121)	1,905,762
Total Capital Assets Not Being Depreciated	7,997,648	576,144	(406,121)	8,167,671
Capital Assets Being Depreciated/Amortized				
Buildings	9,537,396	95,197	--	9,632,593
Improvements other than Buildings	5,143,436	646,709	--	5,790,145
Machinery and equipment	7,197,118	773,125	(379,256)	7,590,987
Library materials and software	687,308	37,988	(43,963)	681,333
Leases (Right-of-use assets)	35,591	--	--	35,591
Total Capital Assets Being Depreciated/Amortized	22,600,849	1,553,019	(423,219)	23,730,649
Less: Accumulated Depreciation/Amortization for				
Buildings	(4,232,480)	(252,787)	--	(4,485,267)
Improvements other than Buildings	(2,127,517)	(290,345)	--	(2,417,862)
Machinery and equipment	(4,616,757)	(886,563)	376,730	(5,126,590)
Library materials and software	(408,411)	(92,165)	43,963	(456,613)
Leases (Right-of-use assets)	--	(9,848)	--	(9,848)
Total Accumulated Depreciation/Amortization	(11,385,165)	(1,531,708)	420,693	(12,496,180)
Governmental Activities Capital Assets, Net	\$ 19,213,332	\$ 597,455	\$ (408,647)	\$ 19,402,140

*Beginning balance was adjusted to consider proper amounts related to the implementation of GASB 87.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 4 – CAPITAL ASSETS (CONTINUED)

	Beginning Balances*	Additions	Deletions	Ending Balances
Business-type Activities				
Capital Assets Not Being Depreciated				
Land	\$ 379,987	\$ --	\$ --	\$ 379,987
Infrastructure	940,646	--	--	940,646
Construction in progress	2,677,922	4,179,947	(1,311,110)	5,546,759
Total Capital Assets Not Being Depreciated	3,998,555	4,179,947	(1,311,110)	6,867,392
Capital Assets Being Depreciated/Amortized				
Buildings	3,548,668	34,363	--	3,583,031
Improvements other than Buildings	91,702,311	1,429,509	--	93,131,820
Intangible assets	7,174,063	--	--	7,174,063
Equipment and software	6,292,993	62,994	(65,012)	6,290,975
Leases (Right-of-use assets)	10,827	--	--	10,827
Total Capital Assets Being Depreciated/Amortized	108,728,862	1,526,866	(65,012)	110,190,716
Less: Accumulated Depreciation/Amortization for				
Buildings	(2,649,813)	(59,906)	--	(2,709,719)
Improvements other than Buildings	(51,978,268)	(2,530,334)	--	(54,508,602)
Intangible assets	(6,968,642)	--	--	(6,968,642)
Equipment and software	(4,129,205)	(415,668)	53,185	(4,491,688)
Leases (Right-of-use assets)	--	(3,689)	--	(3,689)
Total Accumulated Depreciation/Amortization	(65,725,928)	(3,009,597)	53,185	(68,682,340)
Business-type Activities Capital Assets, Net	\$ 47,001,489	\$ 2,697,216	\$ (1,322,937)	\$ 48,375,768

*Beginning balance was adjusted to consider proper amounts related to the implementation of GASB 87.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 4 – CAPITAL ASSETS (CONTINUED)

Depreciation/amortization expense for the year ended September 30, 2022 was charged to functions as follows:

Governmental Activities

General government	\$ 236,152
Public safety	730,743
Transportation	149,442
Culture/recreation	415,371
Total Depreciation/Amortization Expense - Governmental Activities	\$ 1,531,708

Business-type Activities

Water & sewer	\$ 3,009,485
Stormwater utility	112
Total Depreciation/Amortization Expense - Business-type Activities	\$ 3,009,597

NOTE 5 – LONG-TERM DEBT

CHANGES IN LONG-TERM DEBT

Changes in long-term debt for the year ended September 30, 2022 are summarized as follows:

	Beginning Balances*	Additions	Deletions	Ending Balances	Due Within One Year
Governmental Activities					
General obligation note	\$ 3,775,350	\$ --	\$ (320,363)	\$ 3,454,987	\$ 328,065
Compensated absences	972,168	1,176,269	(1,312,483)	835,954	71,093
Capital lease (direct borrowing)	--	294,712	(56,349)	238,363	62,980
Leases (Right-of-use assets)	35,590	--	(10,026)	25,564	11,834
Total Governmental Activities	4,783,108	1,470,981	(1,699,221)	4,554,868	473,972
Business-type Activities					
Promissory note	9,489,094	--	(671,442)	8,817,652	691,088
Compensated absences	251,343	302,088	(306,923)	246,508	11,774
Leases (Right-of-use assets)	10,827	--	(3,811)	7,016	3,601
Total Business-type Activities	9,751,264	302,088	(982,176)	9,071,176	706,463
Totals	\$ 14,534,372	\$ 1,773,069	\$ (2,681,397)	\$ 13,626,044	\$ 1,180,435

*Beginning balance was adjusted to consider proper amounts related to the implementation of GASB 87.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 5 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES

The governmental activities long-term debt consisted of the following at September 30, 2022:

\$6,477,462 General Obligation Note, Series 2012

The Series 2012 G.O. Note is a general obligation Promissory Note dated February 24, 2012, for an original principal amount of \$6,477,462. From February 24, 2012 to December 31, 2017, the outstanding principal amount bears interest at 2.39%, and from January 1, 2018 to February 1, 2032, the outstanding principal amount bears interest at 2.905%. Payments are due in variable semi-annual installments, including interest, on each February 1st and August 1st. The Series 2012 G.O. Note is secured by the full faith, credit and taxing power of the Village. The proceeds of the Series 2012 G.O. Note were used to refund outstanding general obligation bonds of the Village. There was no gain or loss on the refunding. The refunding reduced the Village's debt service payments by approximately \$2.2 million and resulted in an economic gain of approximately \$100,000.

The 2012 G.O. Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

Annual debt service requirements on the Note are as follows:

	Principal	Interest	Total
Fiscal Year Ending September 30			
2023	\$ 328,065	\$ 97,991	\$ 426,056
2024	335,952	88,404	424,356
2025	344,030	78,588	422,618
2026	352,301	68,535	420,836
2027	360,771	58,240	419,011
2028-2032	1,733,868	127,906	1,861,774
Total	\$ 3,454,987	\$ 519,664	\$ 3,974,651

General obligation debt is generally liquidated by the Debt Service Fund. Capital lease, leases (right-of-use assets), compensated absences, pension liabilities, and OPEB liabilities are generally liquidated by the General Fund.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 5 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES

The business-type activities long-term debt is secured by a pledge of and lien on the net revenues derived from the operations of the water and sewer system and consisted of the following for the year ended September 30, 2022:

\$14,352,351 Promissory Note, Series 2013

The Series 2013 Note was issued April 15, 2013 for an original principal amount of \$14,352,351. Semi-annual installments of \$471,118, including interest at 2.905% are payable on each May 1st and November 1st through maturity on May 1, 2033. Principal and interest are payable from and secured solely by a pledge of and lien upon the net revenues of the water and sewer utility system of the Village. The proceeds of the Series 2013 Note were used for the advance refunding of the outstanding Series 2003A Revenue Bonds and provided approximately \$5,000,000 for capital improvements to the water and sewer system. The advance refunding resulted in an economic gain of approximately \$142,000.

The Series 2013 Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

Annual debt service requirements on the Note are as follows:

	Principal	Interest	Total
Fiscal Year Ending September 30			
2023	\$ 691,088	\$ 251,149	\$ 942,237
2024	711,308	230,929	942,237
2025	732,120	210,117	942,237
2026	753,541	188,696	942,237
2027	775,588	166,649	942,237
2028-2032	4,231,903	479,282	4,711,185
2033	922,104	20,137	942,241
Total	\$ 8,817,652	\$ 1,546,959	\$10,364,611

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 5 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES (CONTINUED)

The provisions of the Series 2013 Note generally provide for:

1. Establishment of utility rates that provide net revenues which are equal to at least 125% of the principal and interest scheduled to come due in each fiscal year.
2. Prompt payment of principal and interest when due.
3. Issuance of additional debt payable from pledged revenues only if pledged revenues for the two immediately preceding fiscal years equal at least 1.25 times the largest amount of principal and interest scheduled to come due on the outstanding debt and additional debt.
4. Maintenance of the utility system in good working order.
5. Maintenance of a depository account with the lender.

At September 30, 2022 the Village was in compliance with the debt covenants.

LEASES (RIGHT-OF-USE ASSETS)

The Village has entered into multiple lease agreements as a lessee. The lease agreements qualify as other than a short-term lease under GASB 87 and therefore; have been recorded at the present value of the future minimum lease payments as of the date of their inception. A summary of the leases by governmental activities and business-type activities is summarized below:

Governmental activities: The Village entered into 10 lease agreements as a Lessee which range in duration from 12 months to 60 months. An initial lease liability was recorded in the amount of \$35,590 as of October 1, 2021. As of September 30, 2022, the value of the lease liability was \$25,564. Principal and interest payments made during the fiscal year totaled \$10,148. Required monthly fixed payments range from approximately \$25 to \$185. The value of the leases (right-to-use assets) as of September 30, 2022 is \$35,591 with accumulated amortization of \$9,848.

Business-type activities: The Village entered into four lease agreements as a Lessee which range in duration from 12 months to 48 months. An initial lease liability was recorded in the amount of \$10,827 as of October 1, 2021. As of September 30, 2022, the value of the lease liability was \$7,016. Principal and interest payments made during the fiscal year totaled \$3,836. Required monthly fixed payments range from approximately \$10 to \$135. The value of the leases (right-to-use assets) as of September 30, 2022 is \$10,827 with accumulated amortization of \$3,689.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 5 – LONG-TERM DEBT (CONTINUED)

LEASES (RIGHT-OF-USE ASSETS) (CONTINUED)

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2022, are as follows:

Fiscal Year Ending September 30	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2023	\$ 11,834	\$ 343	\$ 12,177	\$ 3,601	\$ 79	\$ 3,680
2024	6,057	233	6,290	1,825	52	1,877
2025	4,088	130	4,218	858	30	888
2026	2,956	48	3,004	732	8	740
2027	629	5	634	--	--	--
Total	\$ 25,564	\$ 759	\$ 26,323	\$ 7,016	\$ 169	\$ 7,185

UTILITY PLEDGED REVENUES

The Village has pledged the future net revenues (generally all revenues and capital contributions, less expenses, excluding depreciation and amortization) of the water and sewer utility to repay the Series 2013 Note. The Series 2013 Note is payable solely from the utility net revenues and is payable through 2033. Annual principal and interest payments on the Series 2013 Note are expected to require approximately 10 percent of utility net revenues. Total principal and interest remaining to be paid on the Series 2013 Note is \$10,364,611 at September 30, 2022. Utility net revenues available for debt service (as defined by the Series 2013 Note debt resolution) were \$10,142,789.

INTEREST EXPENSE AND ARBITRAGE

Total interest costs incurred and paid on all Village debt for the year ended September 30, 2022 were \$121,693 and \$114,105, respectively, for governmental activities and \$255,584 and \$270,818, respectively, for business-type activities. The Village is subject to the arbitrage restrictions imposed by the federal government for its outstanding debt issues. No events have occurred that would cause the outstanding debt to be subject to arbitrage within the meaning of Section 148 of the Internal Revenue Code.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 6 – OBLIGATION UNDER UTILITY AGREEMENTS AND INTANGIBLE RIGHTS

In February 1994, the City of Lake Worth (the “City”) issued \$15,680,000 Sewer System Refunding Revenue Bonds, Series 1994, part of which was used to refund both the Series E and Series R Loans. As a result of this refunding issue, the Village amended its contracts with the City and the combined outstanding obligation and intangible rights increased \$353,610 and the maturity date was extended to October 31, 2006. The amendment required the Village to pay 120% (previously 133% and 125% for the Series E and Series R Loans, respectively) of its pro rata share of the debt service (20% of which was to fund renewal and replacement). The additional intangible rights were amortized over 22 years (the remaining term of the amended contract). All outstanding obligations under the utility agreements were paid at maturity on October 31, 2006. During 2015, the Village sold a portion of its wastewater usage rights and the intangible rights were reduced by \$214,891. During 2018, the Village paid \$205,421 to Palm Beach County to purchase an additional service area, which was recorded as an indefinite life intangible asset and will not be amortized. At September 30, 2022, the intangible rights had a net book value of \$205,421 and were recorded with capital assets.

NOTE 7 – INTERFUND TRANSACTION

Interfund transfers for the year ended September 30, 2022 were as follows:

Fund	Transfers	Transfers
	In	Out
General Fund	\$ 2,689,198	\$ 87,894
American Rescue Plan Fund	--	846,717
Lake Worth Road CRA	184,577	--
Congress Ave CRA	61,251	--
Water and Sewer Utility Fund	80,377	2,576,198
Stormwater Utility Fund	495,406	--
Total	\$ 3,510,809	\$ 3,510,809

Transfers from the Water & Sewer Fund to the General Fund consisted of payments in lieu of taxes in the amount of \$2,576,198. Transfers from the American Rescue Plan Fund to the General Fund consisted of COVID related payroll in the amount of \$113,000. Transfers from the American Rescue Plan Fund to the Enterprise Funds consisted of COVID related payroll and capital projects in the amount of \$58,000 and \$517,783, respectively. Transfers from the American Rescue Plan Fund to the Palm Springs CRA funds consisted in the amount of \$157,934. Transfers from the General Fund to the Palm Springs CRA Funds consisted of tax increment financing of \$87,894 that are not payments for services.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 8 – RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; thefts of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Village carries commercial insurance. Specifically, the Village purchases commercial insurance for property, medical benefits, worker's compensation, general liability, automobile liability, errors and omissions, and directors and officers liability. The Village is also covered by Florida Statutes under the Doctrine of Sovereign Immunity which effectively limits the amount of liability of municipalities to individual claims of \$200,000 and \$300,000 in the aggregate. There were no significant reductions in insurance coverage from the prior year. There were no settlements in excess of coverage in the years ended September 30, 2022, 2021, and 2020.

NOTE 9 – EMPLOYEE RETIREMENT PLANS

The Village administers two single-employer, defined benefit pension plans, the Village of Palm Springs General Employees Pension Plan and the Village of Palm Springs Police Officers Pension Plan. The Village also participates in the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Trust Fund, both of which are multiple-employer, cost-sharing, defined benefit, public employee retirement plans administered by the State of Florida. The net pension liability, deferred outflows and inflows of resources and pension expense (income) related to these retirement plans at September 30, 2022 are summarized as follows:

	General				
	Employees	Police Officers	FRS	HIS	
	Pension Plan	Pension Plan	Pension Plan	Pension Plan	Total
Net Pension Liability	\$ 1,039,751	\$ 2,574,283	\$ 9,295,994	\$ 2,475,767	\$ 15,385,795
Deferred outflows of resources	3,285,838	3,422,854	3,029,950	566,943	10,305,585
Deferred inflows of resources	51,968	--	267,289	393,893	713,150
Pension Expense (Income)	(104,004)	(125,352)	292,656	94,563	157,863

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS

The Village sponsored two separate single-employer defined benefit plans for 2022: the Village of Palm Springs General Employees Pension Plan, covering substantially all other full-time Village employees hired prior to July 1, 2010; and, the Village of Palm Springs Police Officers Pension Plan covering all Village police officers hired prior to July 1, 2010. During 2010, the Village adopted ordinances closing both Plans to new members effective June 30, 2010. Participants in the Plans were given the option to remain in their respective Plan or to join FRS effective July 1, 2010. Both closed Plans are reported as pension trust funds included in the Village's reporting entity. Employees hired after June 30, 2010 are required to participate in FRS.

Each Plan has its own Board of Trustees which acts as plan administrator and trustee. The Board of the General Employees Pension Plan consists of five members, two of which are elected by Village employees (excluding police officers) for a four year term, one member of the Village Council, the Village Manager and one resident chosen by a majority of the other four trustees and appointed by the Village Council. The Board of the Police Officers Pension Plan consists of five members, two of which are elected by police officers, two of which are residents of the Village appointed by the Village Council and one member chosen by a majority of the other four trustees and appointed by the Village Council. Each Trustee serves a two year term with no term limits.

Each Plan's assets may only be used for the payment of benefits to the members and beneficiaries of the Plan in accordance with the terms of each plan document. The costs of administering each Plan are paid by the pension fund. Plan provisions are established by and may be amended by the Village Council. Village contribution requirements are determined by each Plan's actuary and are paid by the General Fund and Water and Sewer Utility Fund. Employee contribution requirements are established by and may be amended by the Village Council. There are no legal or contractual maximum contribution rates. The Florida Constitution requires local governments to make the actuarially determined contribution. The Florida Division of Retirement reviews and approves each local government's actuarial report prior to its being approved for use for funding purposes.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

The following summary of the significant provisions of each Plan was obtained from the respective actuarial reports for the Village's pension plans. Relevant information is as follows:

	General Employees	Police Officers		
Actuarial Valuation Date	10/1/2022	10/1/2021		
Accounting Policies and Plan Assets				
Authority	Village Ordinance	Village Ordinance/State Statute		
Basis of accounting	Accrual	Accrual		
Asset valuation:				
Reporting	Fair Value	Fair Value		
Actuarial valuation	5-year smoothed market	4-year smoothed market		
Plan reserves	None	None		
Long-term receivables	None	None		
Membership and Plan Provisions				
Members:				
Active participants	28	12		
Retirees and beneficiaries	56	31		
Terminated vested	38	9		
Normal Retirement Benefits				
		Option 1	Option 2	Option 3
Retirement age	62	50	55	Any
Years of service (minimum)	5	15	10	20
Accrual	2.5%	3.0%	3.0%	3.0%
Maximum	62.5%	None	None	None
Years to vest	10	10	10	10

The actuarial required contribution amounts for both plans are determined based on the October 1, 2020 actuarial valuation date. Relevant information is as follows:

Actuarial Contributions (as a Percentage of Covered Payroll)

Village	35.2%	48.7%
State	N/A	16.1%
Participants	3.0%	6.6%
Required contributions	\$ 429,329	\$ 666,528
Contributions made	\$ 703,494	\$ 777,422

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Summary of Significant Accounting Policies

The financial statements of each Plan are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Other expenses are recognized when the corresponding liabilities are incurred. Investment income (loss) is recognized as revenue when earned. Investments are reported at fair value and are managed by third party money managers.

The Village's independent custodians and money managers determine the fair value of securities, which is generally based upon the mean of the most recent bid and ask prices of each instrument using various third party pricing sources. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income (loss) based on the valuation of investments. Investment earnings (losses) are reduced for investment related expenses, such as management fees, portfolio evaluation and custodial services. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms.

Investments

Investment Policy: The policy in regard to the allocation of invested assets is established and may be amended by a majority vote of the Board of each pension plan. It is the policy of each pension plan Board to pursue an investment strategy that reduces risk through the prudent diversification of the investment portfolio across a broad selection of distinct asset classes. The investment policy of each pension plan discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. There were no changes in the investment policy of either pension plan for the year ended September 30, 2022. The asset allocation policy adopted by each pension plans' Board at September 30, 2022 was as follows:

Asset Class	General Employees	Police Officers
Domestic equity	50%	55%
International equity	10	10
Domestic fixed income	25	20
International fixed income	5	5
Real estate	10	10
Total	100%	100%

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Summary of Significant Accounting Policies

Rate of Return: For the year ended September 30, 2022, the annual money-weighted rate return on each pension plans' investments, net of investment expenses, was 5.75% and 6.10% for the General Employees Pension Plan and Police Officers Pension Plan, respectively. The money-weighted rate of return expresses investment performance, net of investment expenses, adjusted for the changing amounts actually invested.

Deferred Retirement Option Program (DROP)

The Police Officers Pension Plan members are eligible to participate in DROP upon attainment of normal retirement date. DROP allows Plan members to retire while continuing employment for up to 60 months and the member's retirement benefits accumulate in the Plan. The amount held in DROP at September 30, 2022 was \$631,346. The General Employees Pension Plan has no DROP.

Net Pension Liability

The components of the net pension liability for the General Employees and Police Officers Pension Plans for the most recent valuation as of October 1, 2022 and October 1, 2020, respectively, were as follows:

	General Employees	Police Officers
Total pension liability	\$ 30,155,977	\$ 37,982,120
Less: Plan fiduciary net position*	(29,116,226)	(35,407,837)
Net Pension Liability	\$ 1,039,751	\$ 2,574,283
Plan fiduciary net position as a percentage of the total pension liability	96.6%	93.2%

* Plan fiduciary net position noted above for the Police Officers Pension Plan for 2022 excludes \$5,737 related to accounts payable balances.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (continued)

Actuarial Assumptions: The total pension liabilities for the General Employees and Police Officers Pension Plans were determined by actuarial valuations as of October 1, 2022 and October 1, 2021, respectively, using the following actuarial assumptions, applied to all periods included in the measurement:

	General Employees	Police Officers
Actuarial Valuation		
Frequency	Annual	Annual
Latest valuation	10/1/2022	10/1/2021
Measurement date	9/30/2022	9/30/2022
Cost method	Entry age normal	Entry age normal
Assumptions		
Investment earnings (with inflation, net of expenses)	6.0% / year	6.75% / year
Salary increases (with inflation)	4.6% - 8.3% / year	4.5% - 5.5% / year
Inflation	2.0% / year	2.5% / year
Cost of living adjustments	3.0%	3.0%
Mortality rates	PUB-2010 base table with Scale MP-2018	PUB-2010 base table with Scale MP-2018
Amortization		
Method	Level dollar	Level percent of payroll
Period	5 years	15 years
Open/Closed	Closed	Closed

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (continued)

The long-term expected rate of return on investments of the pension plans was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plans' target allocation as of September 30, 2022 (see the discussion of each pension plan's investment policy) are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return	
	General Employees	Police Officers
Domestic equity	7.5%	7.5%
International equity	8.5	8.5
Domestic fixed income	2.5	2.5
International fixed income	3.5	3.5
Real estate	4.5	4.5

Discount Rate: The discount rate used to measure the total pension liability of the General Employees Pension Plan was 6.00% (6.00% in 2021) and the Police Officers Pension Plan was 6.75% (6.75% in 2021). The discount rates were based on the expected rate of return on investments of each plan. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and that Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net positions were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments of the pension plans was applied to all periods of projected benefit payments to determine the projected total pension liability.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset)

The changes in the net pension liability (asset) of the Village's General Employees Pension Plan were as follows for the year ended September 30, 2022:

	Increase (Decrease)		Net
	Total	Plan	Pension
	Pension	Fiduciary	Liability
	Liability	Net Position	(Asset)
General Employees Pension Plan			
Balances at October 1, 2021	\$29,347,683	\$34,350,030	\$ (5,002,347)
Changes for the current year:			
Service cost	386,688	--	386,688
Interest	1,748,479	--	1,748,479
Difference between expected and actual experience	(138,581)	--	(138,581)
Change of assumptions	--	--	--
Contributions - Village	--	703,494	(703,494)
Contributions - employee	--	59,980	(59,980)
Net investment income (loss)	--	(4,746,812)	4,746,812
Benefit payments, including refunds of employee contributions	(1,188,292)	(1,188,292)	--
Administration expenses	--	(62,174)	62,174
Net Changes	808,294	(5,233,804)	6,042,098
Balances at September 30, 2022	\$30,155,977	\$29,116,226	\$ 1,039,751

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset) (continued)

The changes in the net pension liability (asset) of the Village's Police Officers Pension Plan were as follows for the year ended September 30, 2022:

	Increase (Decrease)		
	Total	Plan	Net
	Pension	Fiduciary	Pension
	Liability	Net Position	Liability
			(Asset)
Police Officers Pension Plan			
Balances at October 1, 2021	\$37,235,423	\$42,298,547	\$ (5,063,124)
Changes for the current year:			
Service cost	411,452	--	411,452
Interest	2,330,268	--	2,330,268
Difference between expected and actual experience	123,716	--	123,716
Change of assumptions	--	--	--
Contributions - Village	--	584,547	(584,547)
Contributions - State of Florida	--	192,875	(192,875)
Contributions - employee	--	79,142	(79,142)
Net investment income (loss)	--	(5,564,799)	5,564,799
Benefit payments, including refunds of employee contributions	(2,118,739)	(2,118,739)	--
Administration expenses	--	(63,736)	63,736
Net Changes	746,697	(6,890,710)	7,637,407
Balances at September 30, 2022	\$37,982,120	\$35,407,837	\$ 2,574,283

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset) (continued)

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate: The following table presents the net pension liability (asset) of the General Employees Pension Plan and the Police Officers Pension Plan at September 30, 2022, calculated using the current discount rates of 6.00% and 6.75%, respectively, as well as what the net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	(1.0%) Decrease	Current Discount Rate	(1.0%) Increase
General Employees Pension Plan	\$ 5,276,372	\$ 1,039,751	\$ (2,433,203)
Police Officers Pension Plan	\$ 7,576,645	\$ 2,574,283	\$ (1,528,460)

Pension Expense (Income) and Deferred Inflows/Outflows of Resources Related to Pensions

General Employees Pension Plan: For the year ended September 30, 2022, the Village recognized pension expense (income) of \$(104,004). At September 30, 2022, the Village reported deferred inflows/outflows of resources related to the General Employees pension from the following sources:

	Deferred Outflows	Deferred Inflows
General Employees Pension Plan		
Differences between expected and actual experience	\$ --	\$ 51,968
Net difference between projected and actual investment earnings on pension plans	3,285,838	--
Balances at September 30, 2022	\$ 3,285,838	\$ 51,968

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Pension Expense (Income) and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Police Officers Pension Plan: For the year ended September 30, 2022, the Village recognized pension expense (income) of \$(125,352). At September 30, 2022, the Village reported deferred inflows/outflows of resources related to the Police Officers pension from the following sources:

	Deferred Outflows	Deferred Inflows
Police Officers Pension Plan		
Change of assumptions	\$ 3,422,854	\$ --
Balances at September 30, 2022	\$ 3,422,854	\$ --

The amounts reported as deferred outflows (inflows) of resources related to pensions will be recognized in pension expense as follows:

	General Employees	Police Officers
Fiscal Year Ending September 30		
2023	\$ 680,103	\$ 614,965
2024	548,326	472,044
2025	646,801	660,804
2026	1,358,640	1,675,041
Total	\$ 3,233,870	\$ 3,422,854

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Financial Statements

The General Employees Pension Plan and the Police Officers Pension Plan do not issue stand-alone GAAP financial reports. Financial statements for the General Employees Pension Plan and the Police Officers Pension Plan as of and for the year ended September 30, 2022, are as follows:

Statement of Fiduciary Net Position		
	General Employees	Police Officers
Assets		
Cash and cash equivalents	\$ 2,606,757	\$ 1,063,206
Receivables:		
Interest and dividends	45,215	38,648
Investments:		
U.S. Treasury securities	3,706,684	3,825,906
Mortgage and asset-backed securities	1,488,740	1,544,767
Domestic corporate bonds	946,503	673,112
International fixed income mutual fund	1,135,481	1,399,228
Domestic equity securities and mutual fund	13,032,537	18,938,473
Foreign equity securities and mutual fund	2,605,588	2,808,621
Real estate investment account	3,571,124	5,136,800
Total investments	26,486,657	34,326,907
Total Assets	29,138,629	35,428,761
Liabilities		
Accounts payable	22,403	26,661
Total Liabilities	22,403	26,661
Net Position Restricted for Pension Benefits	\$29,116,226	\$35,402,100

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Financial Statements (continued)

Statement of Changes in Fiduciary Net Position		
	General Employees	Police Officers
Additions		
Contributions:		
Employer	\$ 703,494	\$ 584,547
Plan members	59,980	79,142
State contributions	--	192,875
Total Contributions	763,474	856,564
Investment income (loss):		
Interest	177,257	198,237
Dividends	541,920	1,728,368
Net depreciation in fair value of investments	(5,399,679)	(7,455,531)
Total Investment Income (Loss):	(4,680,502)	(5,528,926)
Less: Investment expenses	(56,983)	(34,396)
Net Investment Income (Loss)	(4,737,485)	(5,563,322)
Total Additions	(3,974,011)	(4,706,758)
Deductions		
Administration	71,506	70,957
Benefits	1,188,292	2,118,739
Total Deductions	1,259,798	2,189,696
Change In Plan Net Position	(5,233,809)	(6,896,454)
Net Position Restricted for Pension Benefits		
at October 1, 2021	34,350,035	42,298,554
Net Position Restricted for Pension Benefits		
at September 30, 2022	\$29,116,226	\$35,402,100

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS

All regular, full-time employees of the Village, including police officers, hired after June 30, 2010 are required to participate in the FRS Pension Plan and the HIS Trust Fund administered by the Florida Department of Management Services, Division of Retirement. FRS and HIS are cost-sharing, multiple-employer defined benefit pension plans with approximately 1,000 participating employers. FRS and HIS were established and are administered in accordance with Chapter 121 and Section 112.363, Florida Statutes, respectively.

FRS includes a DROP available for eligible employees. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation is optional for cities, municipalities, special districts, charter schools and metropolitan planning organizations.

HIS membership is optional and available to all retirees under a state-administered retirement system, provided the retiree provides proof of health insurance coverage, which can include Medicare. Participation is compulsory for cities, municipalities, special districts, charter schools and metropolitan planning organizations that participate in FRS.

Benefits Provided: FRS provides retirement, survivor and disability benefits to plan members and beneficiaries. Pension benefits of FRS are established by Florida Statutes, Chapter 121, and may be amended by the Florida Legislature. Retirement benefits are computed on the basis of age and/or years of service, average final compensation and service credit. Members initially enrolled prior to July 1, 2011, vest after six years of service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. HIS provides retirees and beneficiaries a monthly benefit equal to the number of years of creditable service completed at the time of retirement multiplied by \$5. The monthly benefit payment is established by Section 112.363, Florida Statutes and is at least \$30, but not more than \$150.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Village Contributions: FRS members are required to contribute 3.0% and no contribution is required for HIS members. Participating governments, including the Village, contribute to FRS at actuarially determined rates for various classes of employees, which are presently 10.82% of annual covered payroll for employees covered in the regular class, 29.01% for senior management class, 25.89% for special risk class (police officers), 51.42% for elected officials and 18.34% for employees covered in the FRS DROP program. Participating governments, including the Village, contribute to HIS based on a percentage of gross compensation for all active FRS members, which is presently 1.66%. The Village's contributions to FRS and HIS for the year ended September 30, 2022 were \$1,274,295, which was equal to 100% of the required contributions for the year.

Funding Policy: FRS funding policy provides for monthly employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due based upon plan assumptions. HIS uses a pay-as-you-go funding policy based on monthly employer contributions at a flat percentage of gross compensation for all active FRS members. Employer and employee contribution rates are established by State law as a level percentage of payroll. Employer contribution rates are determined using the entry-age actuarial cost method. The consulting actuary recommends rates based on the annual valuation, but actual contribution rates are established by the Florida Legislature.

Publicly Available Financial Report: The State of Florida issues a publicly available financial report for FRS and HIS that includes financial statements and required supplementary information. The complete financial report is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

Summary of Significant Accounting Policies: The financial statements of FRS and HIS are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. Employee contributions are recognized in the period of time for which the contributions are assessed. Employer contributions are recognized in the period in which employee services are performed. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the terms of FRS and HIS. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value and are managed by external investment managers. The independent investment

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

custodian for FRS and HIS determines the fair value of securities using various third party pricing sources. For private market investments, where no readily ascertainable market value exists, fair values are based on net asset value (capital account balance) provided by investment managers at the closest available reporting period and adjusted for subsequent contributions and distributions. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income based on the valuation of investments. Investment earnings are net of investment related expenses, such as management fees, portfolio evaluation and custodial services. For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS and HIS and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by FRS and HIS.

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions

At September 30, 2022, the Village reported a liability of \$9,295,994 and \$2,475,767 for its proportionate share of the net pension liability of FRS and HIS, respectively. The net pension liability of each plan was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022 for FRS and July 1, 2022 for HIS. The Village's proportion of the net pension liability was based on a projection of the Village's long-term share of contributions to the pension plan relative to the projected contributions of all participating governments, as actuarially determined. At June 30, 2022, the Village's FRS proportion was .024983834 percent, which was an increase of .000016813 percent from its proportion measured as of June 30, 2021. The HIS proportion was .023374822 percent at June 30, 2022, which was an increase of .000013445 percent from its proportion measured as of June 30, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

For the year ended September 30, 2022, the Village recognized pension expense of \$387,219 for FRS and HIS. At September 30, 2022, the Village reported deferred outflows and inflows of resources related to FRS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
FRS		
Differences between expected and actual experience	\$ 441,506	\$ --
Assumption changes	1,144,841	--
Net difference between projected and actual earnings on pension plan investments	613,812	--
Change in proportion and differences between Village contributions and proportionate share of contributions	516,185	267,289
Village contributions subsequent to the measurement date	313,606	--
Balances at September 30, 2022	\$3,029,950	\$ 267,289

At September 30, 2022 the Village reported deferred outflows and inflows of resources related to HIS pensions from the following sources:

	Deferred Outflows	Deferred Inflows
HIS		
Differences between expected and actual experience	\$ 75,145	\$ 10,893
Assumption changes	141,913	383,000
Net difference between projected and actual earnings on pension plan investments	3,584	--
Change in proportion and differences between Village contributions and proportionate share of contributions	307,883	--
Village contributions subsequent to the measurement date	38,418	--
Balances at September 30, 2022	\$ 566,943	\$ 393,893

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Deferred outflows of resources related to FRS and HIS pensions of \$352,024 resulting from Village contributions subsequent to the measurement date of June 30, 2022 will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows (inflows) of resources related to pensions will be recognized in pension expense (income) as follows:

	FRS	HIS
Fiscal Year Ending September 30		
2023	\$ 598,913	\$ 48,157
2024	253,520	49,306
2025	(153,596)	54,140
2026	1,624,673	21,706
2027	125,545	(24,296)
Thereafter	--	(14,381)
Total	\$ 2,449,055	\$ 134,632

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Actuarial Assumptions: The total pension liability for FRS and HIS in the most recent actuarial valuations was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS	HIS
Valuation date	July 1, 2022	July 1, 2022
Measurement date	June 30, 2022	June 30, 2022
Actuarial cost method	Individual Entry	Individual Entry
	Age	Age
Amortization method	Level percent of pay, closed	Level percent of pay, closed
Equivalent single amortization period	30 years	30 years
Asset valuation method	5-year smoothed	5-year smoothed
Discount rate	6.7%	3.54%
Inflation	2.4%	2.4%
Salary increases, including inflation	3.25%	3.25%
Long-term expected rate of return, net of investment expenses	6.7%	N/A
Municipal bond rate	N/A	3.54%
Payroll growth	3.25%	3.25%
Cost of living adjustments	3.0% pre-July 2011; 0% thereafter	N/A
Mortality rates	Mortality rates PUB-2010 base table with Scale MP-2018	Mortality rates PUB-2010 base table with Scale MP-2018

The actuarial assumptions used in the July 1, 2022 actuarial valuation were based on the results of an actuarial experience study for the period July 1, 2013 to June 30, 2018.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Changes in Actuarial Assumptions: The assumed investment rate of return decreased to 6.70% in 2022 from 6.80% in 2021. The discount rate for HIS increased from 2.16% for 2021 to 3.54% for 2022.

Long-term Expected Rate of Return: The long-term expected rate of return on FRS investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of annual arithmetic real rates of return for each major asset class are as follows:

Asset Class	Long-Term Expected Real Rate of Return
Cash equivalents	2.6%
Fixed income	4.4
Global equity	8.8
Private equity	12.0
Real estate	7.4
Strategic investments	6.2

Discount Rate: The discount rate used to measure the total pension liability of FRS at June 30, 2022 was 6.70% for FRS and 3.54% for HIS. The FRS discount rate was based on the expected rate of return on FRS investments. The HIS discount rate was based on the municipal bond rate. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rates and that member contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the fiduciary net position of FRS was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on investments of FRS was applied to all periods of projected benefit payments to determine the projected total pension liability. Because HIS uses a pay-as-you-go funding structure, a municipal bond rate of 3.54% was used to determine the total pension liability.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Sensitivity of the Village's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following table presents the Village's proportionate share of the net pension liability of FRS and HIS at September 30, 2022, calculated using the current discount rate, as well as what the Village's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

FRS			HIS		
Current			Current		
1.0%	Discount	1.0%	1.0%	Discount	1.0%
Decrease	Rate	Increase	Decrease	Rate	Increase
(5.70%)	(6.70%)	(7.70%)	(2.54%)	(3.54%)	(4.54%)
\$ 16,076,782	\$ 9,295,994	\$ 3,626,448	\$ 2,832,481	\$ 2,475,767	\$ 2,180,594

Pension Plan Fiduciary Net Position: Detailed information about the fiduciary net position of FRS and HIS is available in a separately issued financial report, which is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

PAYABLES TO FRS

There were no amounts payable to FRS by the Village at September 30, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

PLAN DESCRIPTION

The Village administers a single-employer defined benefit health care plan (the “Plan”) that provides health care benefits to eligible retired employees and their beneficiaries. The Village Council has the authority to establish and amend the premiums for and the benefit provisions of the Plan. The Plan is financed on a “pay-as-you-go” basis and is not administered as a formal qualifying trust. The Plan does not issue a publicly available financial report.

FUNDING POLICY

The Village is required by Florida Statute 112.0801 to allow retirees to buy healthcare coverage at the same *group insurance rates* that current employees are charged resulting in an *implicit* healthcare benefit. The State of Florida prohibits the Plan from separately rating retirees and active employees. The Plan therefore charges both groups an equal, blended rate premium. Although both groups are charged the same blended rate premium, GAAP requires the actuarial figures to be calculated using age adjusted premiums approximating claim costs for retirees separate from active employees. The use of age adjusted premiums results in the addition of the implicit rate subsidy into the actuarial accrued liability. Plan members receiving benefits contribute 100% of the monthly premium ranging from a minimum of \$677 to a maximum of \$1,416.

PLAN MEMBERSHIP

Membership in the Plan was comprised of the following at September 30, 2022, (measurement date) the date of the latest census data utilized for the actuarial valuation with an actuarial date of October 1, 2021:

Active employees	169
Retirees and beneficiaries receiving benefits	8
Inactive employees	--
Total Members	177

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

TOTAL OPEB LIABILITY

The Village's total OPEB liability of \$813,614 was reported as of September 30, 2022, and was determined by an actuarial valuation as of October 1, 2021.

Actuarial Methods and Significant Assumptions: The actuarial methods and significant assumptions used to determine the Village's total OPEB liability for the current year are summarized as follows:

Actuarial Valuation

Valuation date	10/1/2021 with 9/30/2022 measurement date
Actuarial cost method	Entry age normal, level percent of pay

Assumptions

Asset valuation method	N/A ⁽¹⁾
Discount Rate	4.77% ⁽²⁾
Post-retirement benefit increases	None
Health care cost trend rate	8.0% per year initially, reduced annually by .5% to an ultimate rate of 5.0%
Inflation rate	2.5%
Projected salary increases	3.0%
Mortality rates	“PUB2010” mortality table MP-2021 projection

Amortization

Method	Average of expected future working lifetime of the active group
Remaining amortization period	10 years

- (1) The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of September 30, 2022.
- (2) Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the S&P AA Municipal Bond 20-year High Grade Rate Index as of September 30, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY

The changes in the total OPEB liability were as follows for the year ended September 30, 2022:

Total OPEB Liability at October 1, 2021	\$ 625,812
Changes for the Current Year	
Service cost	66,483
Interest	12,960
Difference between expected and actual experience	353,518
Change in assumptions	(204,764)
Benefit payments	(40,395)
Net Changes	187,802
Balances at September 30, 2022	\$ 813,614

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following table presents the total OPEB liability of the Village calculated using the current discount rate of 4.77%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.77%) or one percentage point higher (5.77%) than the current rate:

	Current	
1.0%	Discount	1.0%
Decrease	Rate	Increase
(3.77%)	(4.77%)	(5.77%)
\$ 884,152	\$ 813,614	\$ 749,816

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY (CONTINUED)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate: The following table presents the total OPEB liability of the Village calculated using the current healthcare cost trend rate of 8.0%, as well as what the total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower (7.0%) or one percentage point higher (9.0%) than the current rate:

	Current	
1.0%	Discount	1.0%
Decrease	Rate	Increase
(7.0%)	(8.0%)	(9.0%)
\$ 736,814	\$ 813,614	\$ 902,360

Changes in Actuarial Assumptions: The discount rate increased from 2.14% for 2021 to 3.77% for 2022.

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB

For the year ended September 30, 2022, the Village recognized OPEB expense of \$47,607. At September 30, 2022, the Village reported deferred inflows/outflows of resources related to OPEB from the following sources:

Description	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 319,520	\$ 2,445
Changes in assumptions	67,697	184,288
Balances at September 30, 2022	\$ 387,217	\$ 186,733

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

The amounts reported as deferred inflows/outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending	
September 30	Amount
2023	\$ 21,552
2024	21,552
2025	21,552
2026	21,552
2027	21,552
Thereafter	92,724
Total	\$ 200,484

NOTE 11 – COMMITMENTS AND CONTINGENCIES

GRANTS

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies. Any disallowed claims, including amounts already received, might constitute a liability of the Village for the return of those funds.

CONTINGENCIES

The Village is subject to a variety of lawsuits occurring in the normal course of business, the ultimate outcome of which is not presently determinable. In the opinion of management, after consultation with legal counsel, the resolution of any pending matters is not expected to have a significant impact on the financial condition of the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

CONTRACT COMMITMENTS

Contract commitments consisted of the following at September 30, 2022:

	Total Project Authorization	Expended through September 30, 2022	Contract Retainage Payable at September 30, 2022	Balance to Complete
Governmental Activities				
Task# 255 - Pathway Park	\$ 1,365,159	\$ 1,318,988	\$ 3,973	\$ 42,198
Task# 261 - Storage Building - Maintenance	233,259	43,544	280	189,434
Task# 269 - Police Building Expansion	808,105	249,363	--	558,742
Task# 289 - Village Hall - Flex Space Buildout	354,148	143,823	8,145	202,180
Task# PZB - MaintStar Permit Software	133,500	45,000	--	88,500
Total Governmental Activities	\$ 2,894,171	\$ 1,800,718	\$ 12,398	\$ 1,081,054

Business-type Activities

Water and Sewer Fund

Task# 226 - SCADA Pratt WTP	\$ 93,966	\$ 65,490	\$ --	\$ 28,476
Task# 227 - SCADA Main WTP	959,966	626,692	59,290	273,983
Task# 233 - L/S Rehab	1,335,985	88,991	--	1,246,994
Task# 234 - Prairie W&WW Line - PBC	281,937	240,805	828	40,304
Task# 238 - MIEX Regen Pratt WTP	1,722,899	576,707	13,656	1,132,536
Task# 240 - Vacuum Station #1 Building Safety Imp	185,750	35,470	--	150,280
Task# 242 - Water Well #10 Replacement	1,114,084	401,731	37,809	674,545
Task# 260 - Material Storage Covering at Kirk Road	224,673	202,665	18,212	3,796
Task# 262 - Well #9 Replacement	114,860	16,376	--	98,484
Task# 264 - Well #15 Fixed Generator	153,375	140,135	13,240	--
Task# 265 - Well #11 Fixed Generator	153,700	140,450	13,250	--
Task# 266 - Fixed Emergency Generator Vac St #1	84,235	23,822	--	60,413
Task# 267 - L/S #9 Fixed Generator	173,300	158,100	15,200	--
Task# 268 - MIEX Regen System Upgrade Main WTP	2,174,688	762,512	20,100	1,392,076

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

CONTRACT COMMITMENTS (CONTINUED)

	Total Project Authorization	Expended through September 30, 2022	Contract Retainage Payable at September 30, 2022	Balance to Complete
Water and Sewer Fund (continued)				
Task# 271 - Replacement Sand Loader Main WTP	361,123	157,239	156,780	47,104
Task# 272 - Advanced Metering Infrastructure	212,140	89,911	--	122,229
Task# 275 - Disinfection Feed Imp - Main WTP	203,635	19,175	--	184,460
Task# 276 - Disinfection Feed Imp - Pratt WTP	196,785	18,970	--	177,815
Task# 278 - Vac Station #1 Vac Pump Replacement	232,092	185,211	8,825	38,056
Task# 284 - SCADA System for Sewer Lift Stations	557,107	77,304	60,625	419,178
Task# 294 - Water Main FL Mango - PBC	968,130	325,527	13,260	629,344
Task# 295 - Water Main FL Mango Phase II - PBC	153,728	125,968	467	27,293
Task# 296 - New Generator Pratt WTP	424,760	40,381	1,041	383,339
Task# 303 - Utility Relocations FH & Military - FDOT	24,350	24,088	--	262
Task# 304 - Well #13 Rehab	60,892	899	--	59,994
Task# 308 - Extend fiber MAN/Lan btwn VH and Main WTP	24,863	22,377	--	2,486
Total Water and Sewer Fund	12,193,022	4,566,993	432,583	7,193,446
Stormwater Fund				
Task# 249 - Lakewood Road Stormwater Improvements	23,098	15,187	--	7,911
Task# 277 - Gulfstream Stormwater	815,125	335,407	17,593	462,125
Task# 291 - Davis Rd Stormwater (Canal Rd to 10th Ave N)	166,747	117,258	1,688	47,801
Task# 293 - Lakewood Stormwater (W of Kirk Rd)	99,940	60,051	--	39,889
Total Stormwater Fund	1,104,910	527,903	19,280	557,727
Total Business-type Activities	\$ 13,297,932	\$ 5,094,896	\$ 451,863	\$ 7,751,172

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes				
Ad valorem taxes	\$ 4,995,190	\$ 4,995,190	\$ 5,010,712	\$ 15,522
Franchise fees	1,559,528	1,559,528	1,831,837	272,309
Utility service taxes	2,942,358	2,942,358	3,044,674	102,316
Business taxes	407,000	407,000	419,767	12,767
Total taxes	9,904,076	9,904,076	10,306,990	402,914
Permits				
Building permits	815,000	815,000	1,595,122	780,122
Other permits	44,200	44,200	117,182	72,982
Total permits	859,200	859,200	1,712,304	853,104
Intergovernmental				
State revenue sharing	969,551	969,551	1,327,514	357,963
Alcoholic beverage licenses	8,500	8,500	10,268	1,768
Municipal fuel tax refund	11,000	11,000	11,272	272
Local option gas tax	414,491	414,491	427,826	13,335
County occupational licenses	50,000	50,000	55,719	5,719
Half-cent sales tax	1,930,267	1,930,267	2,453,441	523,174
Local option sales tax	1,875,000	1,875,000	2,311,685	436,685
Grant revenue	464,654	464,654	604,885	140,231
Other intergovernmental revenue	42,600	42,600	130,601	88,001
Total intergovernmental	5,766,063	5,766,063	7,333,211	1,567,148
Charges for services				
General government	819,869	819,869	1,004,023	184,154
Public safety	298,245	298,245	369,020	70,775
Physical environment	1,160,288	1,160,288	1,180,423	20,135
Transportation	16,860	16,860	17,510	650
Culture/recreation	182,080	182,080	118,506	(63,574)
Total charges for services	2,477,342	2,477,342	2,689,482	212,140
Fines and forfeitures				
Judgements and fines	82,000	82,000	93,781	11,781
Other	173,000	173,000	186,137	13,137
Total fines and forfeitures	255,000	255,000	279,918	24,918
Contributions and donations	21,000	21,000	45,970	24,970

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Miscellaneous				
Investment income	\$ 16,000	\$ 16,000	\$ 121,482	\$ 105,482
Facility rental	297,880	297,880	322,407	24,527
Miscellaneous revenue	62,572	62,572	173,391	110,819
Total miscellaneous	376,452	376,452	617,280	240,828
Total Revenues	\$ 19,659,133	\$ 19,659,133	\$ 22,985,155	\$ 3,326,022
Expenditures				
General government				
Legislative:				
Personal services	\$ 48,787	\$ 48,857	\$ 48,767	\$ 90
Operating	104,756	103,986	84,439	19,547
Non-operating	306,000	306,000	5,000	301,000
Total legislative	459,543	458,843	138,206	320,637
Executive:				
Personal services	1,132,344	1,295,206	1,143,211	151,995
Operating	95,082	130,157	125,909	4,248
Capital outlay	--	--	5,709	(5,709)
Debt Service - Principal	--	--	2,975	(2,975)
Debt Service - Interest	--	--	13	(13)
Total executive	1,227,426	1,425,363	1,277,817	147,546
Financial administration:				
Personal services	742,820	783,660	768,247	15,413
Operating	32,838	36,338	18,640	17,698
Capital outlay	--	--	3,633	(3,633)
Total financial administration	775,658	819,998	790,520	29,478
Legal:				
Operating	200,000	200,000	154,875	45,125
Total legal	200,000	200,000	154,875	45,125
Information technology:				
Personal services	512,173	516,648	479,990	36,658
Operating	406,641	448,641	394,492	54,149
Capital outlay	144,924	102,924	65,028	37,896
Total information technology	1,063,738	1,068,213	939,510	128,703
Other general government:				
Personal services	15,000	4,800	--	4,800
Operating	244,068	254,418	205,659	48,759
Capital outlay	682,200	767,050	180,122	586,928
Debt Service - Principal	--	--	845	(845)
Debt Service - Interest	--	--	7	(7)
Total other general government	941,268	1,026,268	386,633	639,635
Total General Government	\$ 4,667,633	\$ 4,998,685	\$ 3,687,561	\$ 1,311,124

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Public safety				
Planning, zoning and building:				
Personal services	\$ 750,237	\$ 754,950	\$ 523,422	\$ 231,528
Operating	449,350	449,350	298,047	151,303
Capital outlay	88,500	88,500	5,191	83,309
Non-operating	100,000	100,000	81,608	18,392
Debt Service - Principal	--	--	2,220	(2,220)
Debt Service - Interest	--	--	13	(13)
Total planning, zoning and building	1,388,087	1,392,800	910,501	482,299
Law enforcement:				
Personal services	8,875,658	8,970,757	7,796,985	1,173,772
Operating	815,594	899,994	772,025	127,969
Capital outlay	2,224,662	1,971,762	907,743	1,064,019
Non-operating	12,000	12,000	10,660	1,340
Debt Service - Principal	--	--	58,361	(58,361)
Debt Service - Interest	--	--	6,681	(6,681)
Total law enforcement	11,927,914	11,854,513	9,552,455	2,302,058
Total Public Safety	13,316,001	13,247,313	10,462,956	2,784,357
Physical environment				
Sanitation services:				
Operating	1,394,420	1,619,605	1,456,330	163,275
Total sanitation services	1,394,420	1,619,605	1,456,330	163,275
Total physical environment	1,394,420	1,619,605	1,456,330	163,275
Transportation				
Personal services	1,535,786	1,658,238	1,594,031	64,207
Operating	1,104,497	934,717	658,700	276,017
Capital outlay	487,018	475,418	44,928	430,490
Total transportation	3,127,301	3,068,373	2,297,659	770,714
Culture/recreation				
Library:				
Personal services	654,054	658,414	578,696	79,718
Operating	121,853	159,798	139,557	20,241
Capital outlay	102,000	164,055	125,986	38,069
Debt Service - Principal	--	--	1,458	(1,458)
Debt Service - Interest	--	--	6	(6)
Total library	877,907	982,267	845,703	136,564
Parks and recreation:				
Personal services	640,163	646,342	538,012	108,330
Operating	554,588	554,588	445,147	109,441
Capital outlay	2,849,338	2,849,338	420,293	2,429,045
Debt Service - Principal	--	--	516	(516)
Debt Service - Interest	--	--	34	(34)
Total parks and recreation	\$ 4,044,089	\$ 4,050,268	\$ 1,404,002	\$ 2,646,266

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Culture/recreation (continued)				
Special events:				
Operating	\$ 66,550	\$ 66,550	\$ 57,072	\$ 9,478
Total special events	66,550	66,550	57,072	9,478
Total culture/recreation	4,988,546	5,099,085	2,306,777	2,792,308
Total Expenditures	27,493,901	28,033,061	20,211,283	7,821,778
Excess (Deficiency) of Revenues				
over Expenditures	(7,834,768)	(8,373,928)	2,773,872	(4,495,756)
Other Financing Sources (Uses)				
Lease (right-of-use asset) acquired	--	--	35,590	35,590
Initiation of Capital Lease	--	--	294,712	294,712
Transfer in	2,576,198	2,576,198	2,689,198	113,000
Subsequent year appropriation	1,443,578	1,983,438	--	(1,983,438)
Appropriated from assigned for CIP	283,500	283,500	--	(283,500)
Appropriated from restricted for sales tax	3,618,697	3,618,697	--	(3,618,697)
Transfer out	(87,205)	(87,905)	(87,894)	11
Total Other Financing Sources (Uses)	7,834,768	8,373,928	2,931,606	(5,442,322)
Net Change in Fund Balance	\$ --	\$ --	5,705,478	\$ 5,705,478
Fund Balance - Beginning of Year			21,377,493	
Fund Balance - End of Year			\$ 27,082,971	

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN FUND
FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental	\$ --	\$ --	\$ 849,467	\$ 849,467
Investment income	--	--	51,281	51,281
Total Revenues	--	--	900,748	900,748
Expenditures				
Economic environment:				
Operating	--	--	2,750	(2,750)
Non-operating	366,870	1,485,633	--	1,485,633
Total Expenditures	366,870	1,485,633	2,750	1,482,883
Excess (Deficiency) of Revenues over Expenditures	(366,870)	(1,485,633)	897,998	(582,135)
Other Financing Sources (Uses)				
Transfer out	(4,658,130)	(4,829,130)	(846,717)	3,982,413
Appropriation of prior year's assets	5,025,000	6,314,763	--	(6,314,763)
Total Other Financing Sources (Uses)	366,870	1,485,633	(846,717)	(2,332,350)
Net Change in Fund Balance	\$ --	\$ --	51,281	\$ 51,281
Fund Balance - Beginning				--
Fund Balance - Ending			\$ 51,281	

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – BUDGETARY ACCOUNTING

State of Florida Statutes require that all municipal governments establish budgetary systems and approve annual operating budgets. The Council annually adopts an operating budget and appropriates funds for the General Fund, American Rescue Plan Fund, and Palm Springs CRA fund. The procedures for establishing the budget are as follows:

- Prior to September 1, the Village Manager submits to the Council a proposed operating budget prepared for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- The Village advises the County Property Appraiser of the proposed millage rate and the date, time and place of the public hearing for budget acceptance.
- The budget and related millage rate are legally enacted by ordinance.
- Changes or amendments to the budget of the Village or a department must be approved by the Council; however, changes within a department which do not affect the total departmental expenditures may be approved at the administrative level. Accordingly, the legal level of control is at the department level.

The adopted budgets are prepared on the modified accrual basis in accordance with U.S. generally accepted accounting principles. The reported budgetary data represents the final appropriated budget after amendments adopted by the Council. There were supplemental appropriations for the General Fund, American Rescue Plan Fund, and Palm Springs CRA fund in the amount of \$539,160, \$1,289,763, and \$73,728, respectively, adopted for the year ended September 30, 2022. Unexpended appropriations lapse at year end.

NOTE 2 – ENCUMBRANCES

Encumbrance accounting, in which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is utilized by the Village during the year. However, all encumbrances outstanding at year end lapse and, accordingly, there is no fund balance assigned for encumbrances at September 30, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 3 – BUDGET AND ACTUAL COMPARISON

The budgetary comparison schedule is prepared on the basis of accounting used in preparing the appropriated budget. For budgetary purposes, proceeds from the sale of capital assets are included in budgeted revenues, but are considered “other financing sources” for GAAP. As a result, the General Fund revenues reported in the budgetary comparison schedule are \$30,306 more than the revenues reported on the basis of GAAP due to \$30,306 of proceeds from the sale of capital assets reported as other financing source under GAAP.

VILLAGE OF PALM SPRINGS, FLORIDA
CONDITION RATING OF THE VILLAGE'S STREET SYSTEM
SEPTEMBER 30, 2022

Percentage of lane miles in good or better condition: 100%

Percentage of lane miles in substandard condition: 0%

Comparison of needed-to-actual maintenance/preservation:

Year Ended September 30,	Needed	Actual	Difference
2013	\$ 124,000	\$ 122,145	\$ 1,855
2014	144,805	141,553	3,252
2015	170,000	151,463	18,537
2016	540,500	523,022	17,478
2017	845,822	611,980	233,842
2018	370,000	99,409	270,591
2019	474,600	308,997	165,603
2020	425,000	257,990	167,010
2021	350,000	220,442	129,558
2022	342,000	178,618	163,382
Total	\$ 3,786,727	\$ 2,615,619	\$ 1,171,108

The condition of street pavement is rated using the Asphalt Pavement Rating Form as developed by the Asphalt Institute. The Asphalt Pavement Rating Form is based on a weighted average of thirteen defects found in pavement services. The form uses a measurement scale that is based on a condition index rating from zero for failed to 100 for pavement in perfect condition. The condition index is used to classify roads in seven categories: excellent (100-85), very good (84-70), good (69-55), fair (54-40), poor (39-25), very poor (24-10), failed (9-0). It is the Village's policy to maintain at least 80% of its street system at a good or better condition. Needed maintenance is calculated based upon inspections and the condition assessment index.

In accordance with GASB Statement No. 34, the Village is required to report at least one complete condition assessment at transition using the modified approach. The condition assessment was completed by the Village in fiscal year 2003 and documented that eligible infrastructure assets are being preserved at or above the condition level established by the Village. We evaluate 1/3 of the network each year. In FY 2022 we are in year 1 of the seventh cycle of assessments and we continue to maintain our network in a condition that meets or exceeds Village policy.

The Village calculates needed maintenance of its street system annually. However, the scheduling of these street projects often crosses fiscal years. Also, many streets are restored as utility work is performed. Therefore, actual maintenance may be less than or greater than or greater than the calculated needed maintenance in any fiscal year.

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY (ASSET)
AND RELATED RATIOS
GENERAL EMPLOYEES PENSION FUND

September 30, (Measurement Date)	2022	2021	2020	2019
Total Pension Liability				
Service cost	\$ 386,688	\$ 366,284	\$ 357,165	\$ 379,392
Interest	1,748,479	1,761,821	1,794,729	1,776,251
Differences between expected and actual experience	(138,581)	(916,750)	(877,264)	(561,920)
Changes of assumptions	--	896,257	(745,073)	913,998
Benefit payments, including refunds	(1,188,292)	(1,094,834)	(1,097,195)	(1,106,461)
Net Change in Total Pension Liability (Asset)	808,294	1,012,778	(567,638)	1,401,260
Total Pension Liability, Beginning of Fiscal Year	29,347,683	28,334,905	28,902,543	27,501,283
Total Pension Liability, End of Fiscal Year (a)	\$ 30,155,977	\$ 29,347,683	\$ 28,334,905	\$ 28,902,543
Plan Fiduciary Net Position				
Contributions				
Employer	\$ 703,494	\$ 1,057,688	\$ 933,633	\$ 831,216
Plan members	59,980	57,475	55,317	53,804
Other	2,135	--	--	--
Net investment income (loss)	(4,746,812)	5,373,469	2,179,210	808,285
Benefit payments, including refunds	(1,188,292)	(1,094,834)	(1,097,195)	(1,106,461)
Administrative expense	(62,174)	(128,202)	(64,400)	(62,854)
Net Change in Plan Fiduciary Net Position	(5,231,669)	5,265,596	2,006,565	523,990
Plan Fiduciary Net Position, Beginning of Fiscal Year	34,347,895	29,082,299	27,075,734	26,551,744
Plan Fiduciary Net Position, End of Fiscal Year (b)	\$ 29,116,226	\$ 34,347,895	\$ 29,082,299	\$ 27,075,734
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	\$ 1,039,751	\$ (5,000,212)	\$ (747,394)	\$ 1,826,809
Plan Fiduciary Net Position as a				
Percentage of Total Pension Liability (Asset)	96.6%	117.0%	102.6%	93.7%
Covered Payroll	\$ 1,999,311	\$ 1,915,795	\$ 1,843,880	\$ 1,793,426
Net Pension Liability (Asset) as a Percentage				
of Covered Payroll	52.0%	(261.0)%	(40.5)%	101.9%

Notes to Schedule:

Effective June 30, 2010, the General Employees Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). A total of 38 active participants of the General Employees Pension Plan elected to join FRS and the remaining participants stayed in the Village plan. New employees hired after June 30, 2010 are required to join FRS.

This schedule is presented as required by accounting principles generally accepted in the United States of America; however, until a 10-year trend is compiled, information is presented for those years available.

2018	2017	2016	2015	2014
\$ 371,772	\$ 364,562	\$ 339,321	\$ 366,097	\$ 366,898
1,728,787	1,685,440	1,583,402	1,572,611	1,487,114
(205,918)	(325,072)	(429,411)	(930,661)	(498,125)
866,043	777,414	2,358,552	--	1,199,760
(1,004,991)	(950,966)	(877,324)	(811,678)	(708,034)
1,755,693	1,551,378	2,974,540	196,369	1,847,613
25,745,590	24,194,212	21,219,672	21,023,303	19,174,690
\$ 27,501,283	\$ 25,745,590	\$ 24,194,212	\$ 21,219,672	\$ 21,022,303
\$ 862,047	\$ 828,922	\$ 1,088,264	\$ 1,061,229	\$ 1,158,775
59,854	64,047	72,094	80,731	86,400
--	--	--	--	--
2,291,631	2,674,644	2,139,230	(110,389)	1,475,932
(1,004,991)	(950,966)	(877,324)	(811,678)	(708,034)
(63,308)	(63,858)	(66,848)	(58,933)	(44,762)
2,145,233	2,552,789	2,355,416	160,960	1,968,311
24,406,511	21,853,722	19,498,306	19,337,346	17,369,035
\$ 26,551,744	\$ 24,406,511	\$ 21,853,722	\$ 19,498,306	\$ 19,337,346
\$ 949,539	\$ 1,339,079	\$ 2,340,490	\$ 1,721,366	\$ 1,684,957
96.5%	94.8%	90.3%	91.9%	92.0%
\$ 1,995,144	\$ 2,134,889	\$ 2,403,161	\$ 2,691,095	\$ 2,880,000
47.6%	62.7%	97.4%	64.0%	58.5%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY (ASSET)
AND RELATED RATIOS
POLICE OFFICERS PENSION FUND

September 30, (Measurement Date)	2022	2021	2020	2019
Total Pension Liability				
Service cost	\$ 411,452	\$ 500,477	\$ 332,692	\$ 339,484
Interest	2,330,268	2,409,210	2,313,118	2,205,109
Differences between expected and actual experience	123,716	(603,931)	852,542	(264,614)
Changes of assumptions	--	1,891,247	(709,083)	197,669
Benefit payments, including refunds	(2,118,739)	(1,062,865)	(1,009,708)	(1,020,976)
Net Change in Total Pension Liability	746,697	3,134,138	1,779,561	1,456,672
Total Pension Liability, Beginning of Fiscal Year	37,235,423	34,101,285	32,321,724	30,865,052
Total Pension Liability, End of Fiscal Year (a)	\$ 37,982,120	\$ 37,235,423	\$ 34,101,285	\$ 32,321,724
Plan Fiduciary Net Position				
Contributions				
Employer and State	\$ 777,422	\$ 665,125	\$ 945,003	\$ 1,576,472
Plan members	79,142	103,033	109,215	106,132
Net investment income (loss)	(5,564,799)	7,436,354	3,261,422	1,488,942
Benefit payments, including refunds	(2,118,739)	(1,062,865)	(1,009,708)	(1,020,976)
Administrative expense	(63,736)	(60,122)	(67,813)	(52,501)
Net Change in Plan Fiduciary Net Position	(6,890,710)	7,081,525	3,238,119	2,098,069
Plan Fiduciary Net Position, Beginning of Fiscal Year	42,298,547	35,217,022	31,978,903	29,880,834
Plan Fiduciary Net Position, End of Fiscal Year (b)	\$ 35,407,837	\$ 42,298,547	\$ 35,217,022	\$ 31,978,903
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	\$ 2,574,283	\$ (5,063,124)	\$ (1,115,737)	\$ 342,821
Plan Fiduciary Net Position as a				
Percentage of Total Pension Liability (Asset)	93.2%	113.6%	103.3%	98.9%
Covered Payroll	\$ 1,199,124	\$ 1,561,115	\$ 1,654,766	\$ 1,608,072
Net Pension Liability (Asset) as a Percentage				
of Covered Payroll	214.7%	(324.3)%	(67.4)%	21.3%

Notes to Schedule:

Effective October 1, 2009, the Village contracted with Palm Beach County for fire protection and emergency medical services. As a result, the existing Hazardous Employees Pension Plan was renamed the Police Officers Pension Plan and was closed to new Firefighter members and the benefits of current Firefighter members were frozen. Effective June 30, 2010, the Police Officers Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). Nine police officers elected to join FRS on July 1, 2010 and the remaining participants stayed in the Village plan. New police officers hired after June 30, 2010 are required to join FRS.

This schedule is presented as required by accounting principles generally accepted in the United States of America; however, until a 10-year trend is compiled, information is presented for those years available.

2018	2017	2016	2015	2014
\$ 403,228	\$ 427,032	\$ 410,669	\$ 360,751	\$ 375,327
2,143,645	2,068,372	1,944,254	1,850,070	1,763,202
(279,697)	216,592	(181,834)	81,981	391,759
124,812	80,318	76,322	--	--
(965,600)	(938,667)	(888,548)	(878,850)	(1,443,990)
1,426,388	1,853,647	1,360,863	1,413,952	1,086,298
29,438,664	27,585,017	26,224,154	24,810,202	23,723,904
\$ 30,865,052	\$ 29,438,664	\$ 27,585,017	\$ 26,224,154	\$ 24,810,202
\$ 1,552,848	\$ 1,543,986	\$ 1,540,740	\$ 1,499,908	\$ 1,424,890
103,813	116,150	123,992	117,695	122,123
2,581,251	2,938,837	1,940,467	(41,414)	1,958,170
(965,600)	(938,667)	(888,548)	(878,850)	(1,443,990)
(64,481)	(55,453)	(64,671)	(51,394)	(42,200)
3,207,831	3,604,853	2,651,980	645,945	2,018,993
26,673,003	23,068,150	20,416,170	19,770,225	17,751,232
\$ 29,880,834	\$ 26,673,003	\$ 23,068,150	\$ 20,416,170	\$ 19,770,225
\$ 984,218	\$ 2,765,661	\$ 4,516,867	\$ 5,807,984	\$ 5,039,977
96.8%	90.6%	83.6%	77.9%	79.7%
\$ 1,572,925	\$ 1,759,837	\$ 1,878,665	\$ 1,783,252	\$ 1,850,346
62.6%	157.2%	240.4%	325.7%	272.4%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF VILLAGE CONTRIBUTIONS - PENSION TRUST FUNDS

General Employees Pension Fund

September 30,	2022	2021	2020	2019	2018
Actuarially determined contribution	\$ 429,329	\$ 928,740	\$ 887,452	\$ 809,354	\$ 801,394
Contributions in relation to actuarially determined contribution	703,494	1,057,688	933,633	831,216	862,047
Contribution Deficiency (Excess)	\$ (274,165)	\$ (128,948)	\$ (46,181)	\$ (21,862)	\$ (60,653)
Covered Payroll	\$ 1,999,311	\$ 1,915,795	\$ 1,843,880	\$ 1,793,426	\$ 1,995,144
Contributions as a Percentage of Covered Payroll	35.2%	55.2%	50.6%	46.3%	43.2%

Police Officers Pension Fund

September 30,	2022	2021	2020	2019	2018
Actuarially determined contribution	\$ 666,528	\$ 458,891	\$ 758,756	\$ 1,029,719	\$ 1,235,835
Contributions in relation to actuarially determined contribution	777,422	665,125	945,003	1,576,472	1,552,848
Contribution deficiency (Excess)	\$ (110,894)	\$ (206,234)	\$ (186,247)	\$ (546,753)	\$ (317,013)
Covered Payroll	\$ 1,199,124	\$ 1,561,115	\$ 1,654,766	\$ 1,608,072	\$ 1,572,925
Contributions as a Percentage of Covered Payroll	64.8%	42.6%	57.1%	98.0%	98.7%

Notes to Schedule:

Actuarially determined contribution rates are calculated as of October 1, 2020, which provides the actuarially determined contribution for the fiscal years ending September 30, 2022.

	General Employees	Police Officers
Valuation date:	10/1/2020	10/1/2020

Significant methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal	Entry Age Normal
Amortization method	Level Dollar, Closed	Level Percent of Payroll, Closed
Amortization period:		
Gains and losses	5 years	15 years
Assumption, method and plan changes	5 years	15 years
Asset valuation method	5-Year Smoothed	4-Year Smoothed
Inflation, per year	2.00%	2.50%
Salary increases (with inflation), per year	4.6% - 8.3%	4.5% - 5.5%
Investment rate of return	6.25%	6.75%
Cost of living adjustments	3.0%	3.0%
Retirement age	Age 62 with 5 years service	Experience-based rates specific to eligibility
Mortality	PubG.H-2010(B)	PUB-2010 Headcount

2017	2016	2015	2014	2013
\$ 777,969	\$ 948,927	\$ 963,970	\$ 1,017,458	\$ 978,877
828,922	1,088,264	1,061,229	1,158,775	1,027,980
\$ (50,953)	\$ (139,337)	\$ (97,259)	\$ (141,317)	\$ (49,103)
\$ 2,134,889	\$ 2,403,161	\$ 2,691,095	\$ 2,880,000	\$ 3,085,966
38.8%	45.3%	39.4%	40.2%	33.3%

2017	2016	2015	2014	2013
\$ 1,284,202	\$ 1,341,587	\$ 1,455,934	\$ 1,421,664	\$ 1,343,382
1,543,986	1,540,740	1,499,908	1,424,890	1,343,382
\$ (259,784)	\$ (199,153)	\$ (43,974)	\$ (3,226)	\$ -
\$ 1,759,837	\$ 1,878,665	\$ 1,783,252	\$ 1,868,460	\$ 1,666,560
87.7%	82.0%	84.1%	76.3%	80.6%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN

June 30th,	2022	2021	2020	2019
Village's proportion of the net pension liability	0.02498%	0.02330%	0.02389%	0.02507%
Village's proportionate share of the net pension liability	\$ 9,295,994	\$ 1,760,243	\$ 10,354,989	\$ 8,634,342
Village's covered payroll	\$ 8,091,992	\$ 7,755,670	\$ 7,506,842	\$ 7,035,255
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	114.9%	22.7%	137.9%	122.7%
Plan fiduciary net position as a percentage of the total pension liability	82.9%	96.4%	78.8%	82.6%

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN

September 30th,	2022	2021	2020	2019
Contractually required Village contribution	\$ 1,127,639	\$ 932,724	\$ 800,120	\$ 799,161
Contributions in relation to the contractually required Village contribution	1,127,639	932,724	800,120	799,161
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --
Village covered payroll	\$ 8,334,264	\$ 7,910,743	\$ 7,525,485	\$ 7,248,956
Contributions as a percentage of Village covered payroll	13.5%	11.8%	10.6%	11.0%

The schedules presented above illustrate the requirements of GASB Statement No. 68. Currently, only data from fiscal year 2014 and forward are available.

2018	2017	2016	2015	2014
0.02345%	0.02335%	0.02208%	0.01871%	0.01658%
\$ 7,064,764	\$ 6,905,580	\$ 5,574,897	\$ 2,416,813	\$ 1,011,427
\$ 6,322,362	\$ 6,039,789	\$ 5,488,748	\$ 4,800,805	\$ 4,411,337
111.7%	114.3%	101.6%	50.3%	22.93%
84.3%	83.9%	84.9%	92.0%	96.1%

2018	2017	2016	2015	2014
\$ 682,850	\$ 617,847	\$ 568,454	\$ 474,857	\$ 363,102
682,850	617,847	568,454	474,857	363,102
\$ --	\$ --	\$ --	\$ --	\$ --
\$ 6,401,551	\$ 6,250,249	\$ 5,586,304	\$ 4,952,601	\$ 4,412,822
10.7%	9.9%	10.2%	9.6%	8.2%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM

June 30th,	2022	2021	2020	2019
Village's proportion of the net pension liability	0.02337%	0.02203%	0.02168%	0.02103%
Village's proportionate share of the net pension liability	\$ 2,475,767	\$ 2,702,347	\$ 2,647,593	\$ 2,353,345
Village's covered payroll	\$ 8,091,992	\$ 7,755,670	\$ 7,506,842	\$ 7,035,255
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	30.6%	34.8%	35.3%	33.5%
Plan fiduciary net position as a percentage of the total pension liability	4.8%	3.6%	3.0%	2.6%

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM

September 30th,	2022	2021	2020	2019
Contractually required Village contribution	\$ 146,656	\$ 132,070	\$ 125,265	\$ 120,348
Contributions in relation to the contractually required Village contribution	146,656	132,070	125,265	120,348
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --
Village covered payroll	\$ 8,334,264	\$ 7,910,743	\$ 7,525,485	\$ 7,248,956
Contributions as a percentage of Village covered payroll	1.8%	1.7%	1.7%	1.7%

The schedules presented above illustrate the requirements of GASB Statement No. 68. Currently, only data from fiscal year 2014 and forward are available.

2018	2017	2016	2015	2014
0.01938%	0.01902%	0.01783%	0.01594%	0.01446%
\$ 2,051,623	\$ 2,034,112	\$ 2,078,426	\$ 1,625,362	\$ 1,351,759
\$ 6,322,362	\$ 6,039,789	\$ 5,488,748	\$ 6,039,789	\$ 4,411,337
32.5%	33.7%	37.9%	26.9%	30.64%
2.1%	1.6%	1.0%	0.5%	1.0%

2018	2017	2016	2015	2014
\$ 106,426	\$ 101,046	\$ 95,521	\$ 60,923	\$ 49,525
106,426	101,046	95,521	60,923	49,525
\$ --	\$ --	\$ --	\$ --	\$ --
\$ 6,401,551	\$ 6,250,249	\$ 5,586,304	\$ 4,952,601	\$ 4,412,822
1.7%	1.6%	1.7%	1.2%	1.1%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS - PENSION TRUST FUNDS

Fiscal Year Ended September 30,	Annual money-weighted rate of return, net of investment expenses	
	General Employees Pension Fund	Police Officers Pension Fund
2022	5.75 %	6.10 %
2021	5.86 %	6.10 %
2020	5.86 %	10.05 %
2019	2.86 %	4.84 %
2018	9.18 %	9.56 %
2017	11.99 %	12.51 %
2016	10.53 %	9.24 %
2015	(.87)%	(.47)%
2014	8.25 %	11.04 %

Note to Schedule:

The money-weighted rate of return considers the changing amounts estimated as invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. Cash flows are estimated on a monthly basis and are assumed to occur at the beginning of each month. Cash inflows are netted with cash outflows, resulting in a net cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

This schedule is presented as required by accounting principles generally accepted in the United States of America; however, until a full 10-year trend is compiled, information is presented for those years available.

Information prior to adoption of GASB Statement No. 67 in fiscal year 2014 is not available.

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS

September 30, (Report Date)	2022	2021	2020	2019	2018
Total OPEB Liability					
Service cost	\$ 66,483	\$ 28,412	\$ 24,075	\$ 25,178	\$ 23,702
Interest	12,960	18,941	16,602	16,054	15,113
Differences between expected and actual experience	353,518	--	(3,180)	--	2,109
Changes of assumptions	(204,764)	--	88,007	--	--
Benefit payments	(40,395)	--	(21,563)	(15,519)	(14,609)
Net Change in Total OPEB Liability	187,802	47,353	103,941	25,713	26,315
Total OPEB Liability, Beginning of Fiscal Year	625,812	578,459	474,518	448,805	422,490
Total OPEB Liability, End of Fiscal Year	\$ 813,614	\$ 625,812	\$ 578,459	\$ 474,518	\$ 448,805
Village Covered Employee Payroll	\$ 12,766,420	\$ 10,515,039	\$ 10,382,123	\$ 9,984,483	\$ 9,399,015
Total OPEB Liability as a Percentage of Village Covered Employee Payroll	6.4%	6.0%	5.6%	4.8%	4.8%

Notes to Schedule:

Information prior to adoption of GASB Statement No. 75 in fiscal year 2018 is not available.

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB liability, the discount rate is the long-term rate of return on tax-exempt, high quality municipal bonds based on the Standard & Poors Municipal Bond 20-year High Grade Rate Index.

Actuarial Assumption Changes

Discount rate - 2022	4.77%
Discount rate - 2020 and 2021	2.14%
Discount rate - 2019 and 2018	3.64%

This schedule is presented as required by accounting principles generally accepted in the United States of America; however, until a full 10-year trend is compiled, information is presented for those years available.

**COMBINING FUND FINANCIAL STATEMENTS AND
DEBT SCHEDULES**

NONMAJOR GOVERNMENTAL FUND

Special Revenue Fund – Special revenue funds are used to account for specific revenues that are restricted to expenditure for particular purposes. The special revenue funds used by the Village are:

Law Enforcement Fund – Accounts for proceeds from law enforcement forfeitures that are legally restricted to expenditures for law enforcement purposes.

Lake Worth Road CRA – Accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities. This district relates to the Palm Springs CRA.

Congress Ave CRA – Accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities. This district relates to the Palm Springs CRA.

Debt Service Fund – Debt service funds are used to account for assets held for the repayment of principal and interest on general obligation debt.

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	Special Revenue				Total Nonmajor
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	Governmental Funds
Assets					
Cash and cash equivalents	\$ 81,631	\$ 87,309	\$ 119,799	\$ 252,673	\$ 541,412
Total Assets	\$ 81,631	\$ 87,309	\$ 119,799	\$ 252,673	\$ 541,412
Liabilities					
Accounts payable	\$ --	\$ 126,692	\$ 13,783	\$ --	\$ 140,475
Total Liabilities	--	126,692	13,783	--	140,475
Fund Balances					
Restricted for:					
Law enforcement	81,631	--	--	--	81,631
Lake Worth Road CRA	--	39,383	--	--	39,383
Congress Ave CRA	--	--	106,016	--	106,016
Debt service	--	--	--	252,673	252,673
Unassigned:					
Lake Worth Road CRA	--	(78,766)	--	--	(78,766)
Total Fund Balances	81,631	(39,383)	106,016	252,673	400,937
Total Liabilities and Fund Balances	\$ 81,631	\$ 87,309	\$ 119,799	\$ 252,673	\$ 541,412

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Special Revenue				Total Nonmajor
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	Governmental Funds
Revenues					
Taxes	\$ --	\$ 48,215	\$ 39,769	\$ 429,545	\$ 517,529
Confiscated property	31,882	--	--	--	31,882
Miscellaneous	5,079	--	--	--	5,079
Total Revenues	36,961	48,215	39,769	429,545	554,490
Expenditures					
Current:					
Economic environment	--	282,646	58,261	--	340,907
Debt service:					
Principal	--	--	--	320,363	320,363
Interest and other fiscal charges	--	--	--	107,351	107,351
Total Expenditures	--	282,646	58,261	427,714	768,621
Excess (Deficiency) of Revenues over Expenditures	36,961	(234,431)	(18,492)	1,831	(214,131)
Other Financing Sources (Uses)					
Transfers in	--	184,577	61,251	--	245,828
Change in Fund Balances	36,961	(49,854)	42,759	1,831	31,697
Fund Balances - Beginning of Year	44,670	10,471	63,257	250,842	369,240
Fund Balances - End of Year	\$ 81,631	\$ (39,383)	\$ 106,016	\$ 252,673	\$ 400,937

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCES - BUDGET AND ACTUAL - PALM SPRINGS CRA
FISCAL YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Ad valorem taxes	\$ 87,205	\$ 87,205	\$ 87,984	\$ 779
Total Revenues	87,205	87,205	87,984	779
Expenditures				
Economic environment:				
Operating	3,199,477	3,277,466	340,907	2,936,559
Capital outlay	60,000	60,000	--	60,000
Non-operating	77,663	73,402	--	(73,402)
Total Expenditures	3,337,140	3,410,868	340,907	2,923,157
Excess (Deficiency) of Revenues over Expenditures	(3,249,935)	(3,323,663)	(252,923)	3,070,740
Other Financing Sources				
Transfer in	3,249,935	3,249,935	245,828	(3,004,107)
Appropriation of prior year's fund balance	--	73,728	--	(73,728)
Total Other Financing Sources	3,249,935	3,323,663	245,828	(3,077,835)
Net Change in Fund Balance	\$ --	\$ --	(7,095)	\$ (7,095)
Fund Balance - Beginning			73,728	
Fund Balance - Ending			\$ 66,633	

Note: The Palm Springs CRA is inclusive of the 2 districts: (1) Lake Worth Road CRA Fund and (2) Congress Ave CRA Fund.

FIDUCIARY FUNDS

General Employee Pension Fund – The general employees pension fund is used to account for the defined benefit pension plan for the general employees of the Village.

Police Officers Pension Fund – The police officers pension fund is used to account for the defined benefit pension plan for the police officers of the Village.

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2022

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Assets			
Cash and cash equivalents	\$ 2,606,757	\$ 1,063,206	\$ 3,669,963
Receivables:			
Interest and dividends	45,215	38,648	83,863
Investments:			
U.S. Treasury securities	3,706,684	3,825,906	7,532,590
Mortgage and asset-backed securities	1,488,740	1,544,767	3,033,507
Domestic corporate bonds	946,503	673,112	1,619,615
International fixed income mutual fund	1,135,481	1,399,228	2,534,709
Domestic equity securities and mutual fund	13,032,537	18,938,473	31,971,010
Foreign equity securities and mutual fund	2,605,588	2,808,621	5,414,209
Real estate investment account	3,571,124	5,136,800	8,707,924
Total investments	26,486,657	34,326,907	60,813,564
Total Assets	29,138,629	35,428,761	64,567,390
Liabilities			
Accounts payable	22,403	26,661	49,064
Total Liabilities	22,403	26,661	49,064
Net Position Restricted for Pension Benefits	\$ 29,116,226	\$ 35,402,100	\$ 64,518,326

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Additions			
Contributions			
Employer	\$ 703,494	\$ 584,547	\$ 1,288,041
Plan members	59,980	79,142	139,122
State of Florida	--	192,875	192,875
Total Contributions	763,474	856,564	1,620,038
Investment Income (Loss)			
Interest	177,257	198,237	375,494
Dividends	541,920	1,728,368	2,270,288
Net depreciation in fair value of investments	(5,399,679)	(7,455,531)	(12,855,210)
Total Investment Income (Loss):	(4,680,502)	(5,528,926)	(10,209,428)
Less: Investment expenses	(56,983)	(34,396)	(91,379)
Net Investment Income (Loss)	(4,737,485)	(5,563,322)	(10,300,807)
Total Additions	(3,974,011)	(4,706,758)	(8,680,769)
Deductions			
Administration expenses	71,506	70,957	142,463
Benefits paid	1,188,292	2,118,739	3,307,031
Total Deductions	1,259,798	2,189,696	3,449,494
Change in Plan Net Position	(5,233,809)	(6,896,454)	(12,130,263)
Net Position Restricted for Pension Benefits			
Beginning of Year	34,350,035	42,298,554	76,648,589
End of Year	\$ 29,116,226	\$ 35,402,100	\$ 64,518,326

SCHEDULES OF LONG-TERM DEBT TO MATURITY

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING SCHEDULE OF DEBT SERVICE REQUIREMENTS
(PRINCIPAL AND INTEREST) TO MATURITY
SEPTEMBER 30, 2022

Fiscal Year Ending September 30,	Governmental Activities	Business-type Activities	Total
	General Obligation Note Payable	Note Payable	
2023	\$ 426,056	\$ 942,237	\$ 1,368,293
2024	424,358	942,237	1,366,595
2025	422,618	942,237	1,364,855
2026	420,836	942,237	1,363,073
2027	419,011	942,237	1,361,248
2028	417,142	942,237	1,359,379
2029	415,229	942,237	1,357,466
2030	413,271	942,237	1,355,508
2031	411,264	942,237	1,353,501
2032	204,865	942,237	1,147,102
2033	--	942,241	942,241
Total	\$ 3,974,650	\$ 10,364,611	\$ 14,339,261

VILLAGE OF PALM SPRINGS, FLORIDA**\$6,477,462 GENERAL OBLIGATION NOTE, DATED FEBRUARY 24, 2012**

Fiscal Year Ending September	Principal		Interest		Total	Interest Rate
	February 1	August 1	February 1	August 1		
2023	\$ 163,058	\$ 165,007	\$ 50,180	\$ 47,811	\$ 426,056	2.905 %
2024	166,979	168,974	45,415	42,990	424,358	2.905
2025	170,993	173,037	40,536	38,052	422,618	2.905
2026	175,104	177,197	35,539	32,996	420,836	2.905
2027	179,314	181,457	30,422	27,818	419,011	2.905
2028	183,626	185,820	25,182	22,514	417,142	2.905
2029	188,040	190,287	19,817	17,085	415,229	2.905
2030	192,561	194,863	14,322	11,525	413,271	2.905
2031	197,191	199,547	8,695	5,831	411,264	2.905
2032	201,932	--	2,933	--	204,865	2.905
Total	\$ 1,818,798	\$ 1,636,189	\$ 273,041	\$ 246,622	\$ 3,974,650	

VILLAGE OF PALM SPRINGS, FLORIDA**\$14,352,351 WATER AND SEWER PROMISSORY NOTE, DATED APRIL 15, 2013**

Fiscal Year Ending September 30,	Principal		Interest		Total	Interest Rate
	February 1	May 1	November 1	May 1		
2023	\$ 343,053	\$ 348,035	\$ 128,066	\$ 123,083	\$ 942,237	2.905 %
2024	353,090	358,218	118,029	112,900	942,237	2.905
2025	363,421	368,699	107,698	102,419	942,237	2.905
2026	374,054	379,487	97,064	91,632	942,237	2.905
2027	384,998	390,590	86,120	80,529	942,237	2.905
2028	396,263	402,018	74,856	69,100	942,237	2.905
2029	407,857	413,780	63,262	57,338	942,237	2.905
2030	419,790	425,887	51,328	45,232	942,237	2.905
2031	432,073	438,348	39,046	32,770	942,237	2.905
2032	444,714	451,173	26,404	19,946	942,237	2.905
2033	457,726	464,378	13,392	6,745	942,241	2.905
Total	\$ 4,377,039	\$ 4,440,613	\$ 805,265	\$ 741,694	\$ 10,364,611	

STATISTICAL SECTION

STATISTICAL SECTION

TABLE OF CONTENTS

This part of the Village of Palm Springs' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village of Palm Springs' overall financial health.

Contents	Page
Financial Trends.....	123-135
<i>These schedules contain trend information to help the reader understand how the Village of Palm Springs' financial performance and well-being have changed over time.</i>	
Revenue Capacity	136-140
<i>These schedules contain information to help the reader assess the Village of Palm Springs' most significant local revenue sources, the property tax and water and sewer revenue.</i>	
Debt Capacity.....	141-144
<i>These schedules present information to help the reader assess the affordability of the Village of Palm Springs' current levels of outstanding debt and the Village of Palm Springs' ability to issue additional debt in the future.</i>	
Demographic and Economic Information.....	145-146
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village of Palm Springs' financial activities take place.</i>	
Operating Information	147-152
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the Village of Palm Springs' financial report relates to the services the Village of Palm Springs provides and the activities it performs.</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

VILLAGE OF PALM SPRINGS, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2013	2014	2015	2016
Governmental Activities				
Net investment in capital assets	\$ 8,421,324	\$ 8,549,304	\$ 8,975,454	\$ 9,045,692
Restricted	173,140	199,423	220,651	265,623
Unrestricted (deficit)	<u>5,700,543</u>	<u>5,896,704</u>	<u>(1,336,279)</u>	<u>128,127</u>
Total Governmental Activities Net Position	<u>\$ 14,295,007</u>	<u>\$ 14,645,431</u>	<u>\$ 7,859,826</u>	<u>\$ 9,439,442</u>
Business-type Activities				
Net investment in capital assets	\$ 34,510,573	\$ 33,752,308	\$ 36,619,254	\$ 35,225,407
Restricted	--	--	--	--
Unrestricted	<u>8,326,003</u>	<u>12,361,298</u>	<u>11,936,786</u>	<u>18,310,727</u>
Total Business-type Activities Net Position	<u>\$ 42,836,576</u>	<u>\$ 46,113,606</u>	<u>\$ 48,556,040</u>	<u>\$ 53,536,134</u>
Primary government				
Net investment in capital assets	\$ 42,931,897	\$ 42,301,612	\$ 45,594,708	\$ 44,271,100
Restricted	173,140	199,423	220,651	265,622
Unrestricted	<u>14,026,546</u>	<u>18,258,002</u>	<u>10,600,507</u>	<u>18,438,854</u>
Total Primary Government Net Position	<u>\$ 57,131,583</u>	<u>\$ 60,759,037</u>	<u>\$ 56,415,866</u>	<u>\$ 62,975,576</u>

Note: GASB Statement No. 68 was adopted for 2015 resulting in the reduction of unrestricted net position by approximately \$11 million for net pension liabilities of the Village's defined benefit pension plans.

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
\$ 9,696,530	\$ 10,168,421	\$ 12,007,314	\$ 14,490,482	\$ 15,376,403	\$ 15,677,381
1,413,016	2,694,732	3,790,452	4,476,498	13,909,949	8,340,259
<u>724,425</u>	<u>3,340,999</u>	<u>4,593,586</u>	<u>5,442,274</u>	<u>1,565,541</u>	<u>12,907,822</u>
<u>\$ 11,833,971</u>	<u>\$ 16,204,152</u>	<u>\$ 20,391,352</u>	<u>\$ 24,409,254</u>	<u>\$ 30,851,893</u>	<u>\$ 36,925,462</u>
\$ 34,619,498	\$ 35,346,033	\$ 36,936,597	\$ 37,408,106	\$ 37,241,000	\$ 39,309,778
--	--	--	--	2,341,869	--
<u>23,050,351</u>	<u>26,410,896</u>	<u>29,391,851</u>	<u>32,816,459</u>	<u>35,918,194</u>	<u>41,504,677</u>
<u>\$ 57,669,849</u>	<u>\$ 61,756,929</u>	<u>\$ 66,328,448</u>	<u>\$ 70,224,565</u>	<u>\$ 75,501,063</u>	<u>\$ 80,814,455</u>
\$ 44,316,028	\$ 45,514,454	\$ 48,943,911	\$ 51,898,588	\$ 52,617,403	\$ 54,987,159
1,413,016	2,694,732	3,790,452	4,476,498	16,251,818	8,340,259
<u>23,774,776</u>	<u>29,751,895</u>	<u>33,985,437</u>	<u>38,258,733</u>	<u>37,483,735</u>	<u>54,412,499</u>
<u>\$ 69,503,820</u>	<u>\$ 77,961,081</u>	<u>\$ 86,719,800</u>	<u>\$ 94,633,819</u>	<u>\$ 106,352,956</u>	<u>\$ 117,739,917</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2013	2014	2015
Expenses			
Governmental activities:			
General government	\$ 1,973,168	\$ 1,934,046	\$ 1,926,924
Public safety	7,574,060	7,743,529	7,519,632
Physical environment	951,966	942,471	936,986
Transportation	1,103,302	1,258,994	1,278,825
Economic environment	--	--	--
Culture/recreation	1,845,343	1,940,040	1,940,121
Interest on long-term debt	149,486	143,255	136,871
Total Governmental Activities Expenses	<u>13,597,325</u>	<u>13,962,335</u>	<u>13,739,359</u>
Business-type activities:			
Water and Sewer Utility	12,370,744	12,031,302	11,916,368
Stormwater Utility	--	--	--
Total Business-type Activities Expenses	<u>12,370,744</u>	<u>12,031,302</u>	<u>11,916,368</u>
Total Primary Government Expenses	<u>25,968,069</u>	<u>25,993,637</u>	<u>25,655,727</u>
Program Revenues			
Governmental activities:			
Charges for services:			
General government	493,069	609,849	761,725
Public safety	1,110,553	908,282	1,410,893
Physical environment	924,432	971,312	977,800
Culture/recreation	332,020	369,651	406,639
Operating grants and contributions:			
General government	4,669	931	12,789
Public safety	167,967	60,303	200,830
Physical environment	22,304	20,530	15,180
Transportation	69,743	71,833	73,985
Culture/recreation	19,128	20,840	28,194
Capital grants and contributions:			
General government	35,237	20,351	100
Public safety	82,870	25,037	24,453
Transportation	--	7,495	--
Economic environment	--	--	--
Culture/recreation	250,000	144,796	231,224
Total Governmental Activities Program Revenues	<u>3,511,992</u>	<u>3,231,210</u>	<u>4,143,812</u>
Business-type activities:			
Charges for services:			
Water/Sewer Utility	15,065,056	15,681,023	16,916,445
Stormwater Utility	--	--	--
Operating grants and contributions:			
Water/Sewer Utility	--	--	--
Stormwater	--	--	--
Capital grants and contributions:			
Water and Sewer Utility	250,582	1,263,195	928,503
Total Business-type Activities Program Revenues	<u>15,315,638</u>	<u>16,944,218</u>	<u>17,844,948</u>
Total Primary Government Program Revenues	<u>18,827,630</u>	<u>20,175,428</u>	<u>21,988,760</u>
Net (Expense)/Revenue			
Governmental activities	(10,085,333)	(10,731,125)	(9,595,547)
Business-type activities	2,944,894	4,912,916	5,928,580
Total Primary Government Net Expense	<u>\$ (7,140,439)</u>	<u>\$ (5,818,209)</u>	<u>\$ (3,666,967)</u>

2016	2017	2018	2019	2020	2021	2022
\$ 2,066,477	\$ 2,294,992	\$ 2,211,693	\$ 2,835,997	\$ 2,879,926	\$ 2,999,956	\$ 3,677,147
8,503,036	8,797,959	8,839,413	9,970,520	9,446,884	8,375,773	10,186,285
966,071	1,119,815	1,067,111	1,075,033	1,173,626	1,317,299	1,456,330
1,703,726	2,214,506	1,787,841	2,093,367	2,201,178	2,126,730	2,414,448
--	--	--	--	--	63,160	343,657
1,998,486	1,925,521	1,875,636	1,986,225	1,644,442	1,602,340	2,165,153
130,337	123,644	133,395	133,416	124,680	115,737	121,693
<u>15,368,133</u>	<u>16,476,437</u>	<u>15,915,089</u>	<u>18,094,558</u>	<u>17,470,736</u>	<u>16,600,995</u>	<u>20,364,713</u>
12,980,353	13,870,807	14,465,968	15,383,962	15,595,379	15,044,454	16,155,764
--	109,848	125,644	87,898	12,885	120	1,092
<u>12,980,353</u>	<u>13,980,655</u>	<u>14,591,612</u>	<u>15,471,860</u>	<u>15,608,264</u>	<u>15,044,574</u>	<u>16,156,856</u>
<u>28,348,486</u>	<u>30,457,092</u>	<u>30,506,701</u>	<u>33,566,418</u>	<u>33,079,000</u>	<u>31,645,569</u>	<u>36,521,569</u>
595,521	640,371	772,038	866,346	938,452	1,138,393	1,141,981
1,297,305	1,335,980	1,492,961	1,997,624	1,055,961	1,589,620	2,462,350
1,078,923	1,090,501	1,109,491	1,133,848	1,147,017	1,157,652	1,180,423
353,494	383,402	267,262	285,825	102,789	137,533	187,916
6,269	47,206	7,281	368,408	69,606	57,459	41,191
97,117	70,454	31,083	35,217	38,517	32,822	62,761
12,553	22,208	5,731	2,015	461	--	16,391
76,203	104,519	107,930	111,168	114,504	117,939	121,476
29,510	26,173	22,159	25,188	17,166	16,528	7,676
27,642	292	9,936	6,993	16,578	59,729	27,644
38,173	--	34,779	30,446	35,840	26,362	47,057
6,288	148,881	--	97,305	84,103	--	--
--	--	--	--	--	68,307	937,451
--	--	--	247,522	882,802	307,714	452,362
<u>3,618,998</u>	<u>3,869,987</u>	<u>3,860,651</u>	<u>5,207,905</u>	<u>4,503,796</u>	<u>4,710,058</u>	<u>6,686,679</u>
18,010,253	19,159,149	19,920,293	20,955,084	21,095,572	21,563,348	22,325,845
--	366,756	382,799	382,253	519,265	525,456	529,335
--	--	--	--	--	--	47,500
--	--	--	--	6,902	70,941	--
<u>1,479,734</u>	<u>779,774</u>	<u>544,508</u>	<u>732,102</u>	<u>134,188</u>	<u>663,691</u>	<u>349,074</u>
<u>19,489,987</u>	<u>20,305,679</u>	<u>20,847,600</u>	<u>22,069,439</u>	<u>21,755,927</u>	<u>22,823,436</u>	<u>23,251,754</u>
<u>23,108,985</u>	<u>24,175,666</u>	<u>24,708,251</u>	<u>27,277,344</u>	<u>26,259,723</u>	<u>27,533,494</u>	<u>29,938,433</u>
(11,749,135)	(12,606,450)	(12,054,438)	(12,886,653)	(12,966,940)	(11,890,937)	(13,678,034)
6,509,634	6,325,024	6,255,988	6,597,579	6,147,663	7,778,862	7,094,898
<u>\$ (5,239,501)</u>	<u>\$ (6,281,426)</u>	<u>\$ (5,798,450)</u>	<u>\$ (6,289,074)</u>	<u>\$ (6,819,277)</u>	<u>\$ (4,112,075)</u>	<u>\$ (6,583,136)</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION (CONTINUED)
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2013	2014	2015	2016
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property taxes	\$ 2,594,762	\$ 2,821,713	\$ 2,998,529	\$ 3,548,352
Utility service taxes	2,325,477	2,344,161	2,434,013	2,756,176
Franchise fees	997,396	1,185,784	1,280,301	1,426,438
Sales and use taxes	1,710,823	1,850,102	1,996,947	2,095,247
Business taxes	281,084	304,853	309,652	343,981
Intergovernmental, unrestricted	590,295	669,279	783,950	853,427
Investment revenues	21,968	--	5,648	3,933
Impact fees	--	--	--	--
Sale of capital assets	--	--	--	--
Miscellaneous	76,241	29,118	133,277	67,163
Transfers	<u>1,781,592</u>	<u>1,876,539</u>	<u>1,935,796</u>	<u>2,234,034</u>
Total Governmental Activities	<u>10,379,638</u>	<u>11,081,549</u>	<u>11,878,113</u>	<u>13,328,751</u>
Business-type activities:				
Investment revenues	97,441	75,522	129,029	120,205
Miscellaneous	700,238	165,131	259,680	584,289
Transfers	<u>(1,781,592)</u>	<u>(1,876,539)</u>	<u>(1,935,796)</u>	<u>(2,234,034)</u>
Total Business-type Activities	<u>(983,913)</u>	<u>(1,635,886)</u>	<u>(1,547,087)</u>	<u>(1,529,540)</u>
Total Primary Government	<u>9,395,725</u>	<u>9,445,663</u>	<u>10,331,026</u>	<u>11,799,211</u>
Changes in Net Position				
Governmental activities	294,305	350,424	2,282,566	1,579,616
Business-type activities	<u>1,960,981</u>	<u>3,277,030</u>	<u>4,381,493</u>	<u>4,980,094</u>
Total Primary Government	<u>\$ 2,255,286</u>	<u>\$ 3,627,454</u>	<u>\$ 6,664,059</u>	<u>\$ 6,559,710</u>

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
\$ 3,875,182	\$ 4,326,702	\$ 4,593,448	\$ 4,905,214	\$ 5,282,944	\$ 5,440,257
2,701,235	2,746,260	2,782,726	2,790,188	2,900,695	3,044,674
1,469,041	1,523,434	1,547,089	1,505,749	1,564,478	1,831,837
3,225,861	3,984,756	4,055,851	3,792,719	4,375,231	5,214,492
362,931	395,733	386,375	394,669	408,662	419,767
890,179	918,574	952,709	851,029	1,015,662	1,327,514
21,112	107,903	233,021	110,534	14,685	172,511
--	--	--	--	24,559	109,732
--	--	--	--	--	27,780
76,907	135,819	107,496	144,641	97,508	162,624
<u>2,378,531</u>	<u>2,423,338</u>	<u>2,415,138</u>	<u>2,490,099</u>	<u>2,649,152</u>	<u>2,000,415</u>
<u>15,000,979</u>	<u>16,562,519</u>	<u>17,073,853</u>	<u>16,984,842</u>	<u>18,333,576</u>	<u>19,751,603</u>
143,781	214,215	326,288	186,550	68,545	160,538
43,441	71,805	62,790	52,003	78,243	58,371
<u>(2,378,531)</u>	<u>(2,423,338)</u>	<u>(2,415,138)</u>	<u>(2,490,099)</u>	<u>(2,649,152)</u>	<u>(2,000,415)</u>
<u>(2,191,309)</u>	<u>(2,137,318)</u>	<u>(2,026,060)</u>	<u>(2,251,546)</u>	<u>(2,502,364)</u>	<u>(1,781,506)</u>
<u>12,809,670</u>	<u>14,425,201</u>	<u>15,047,793</u>	<u>14,733,296</u>	<u>15,831,212</u>	<u>17,970,097</u>
2,394,529	4,508,081	4,187,200	4,017,902	6,442,639	6,073,569
<u>4,133,715</u>	<u>4,118,670</u>	<u>4,571,519</u>	<u>3,896,117</u>	<u>5,276,498</u>	<u>5,313,392</u>
<u>\$ 6,528,244</u>	<u>\$ 8,626,751</u>	<u>\$ 8,758,719</u>	<u>\$ 7,914,019</u>	<u>\$ 11,719,137</u>	<u>\$ 11,386,961</u>

VILLAGE OF PALM SPRINGS, FLORIDA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Tax	Utility Service Taxes	Franchise Fees	Sales and Use Taxes ⁽¹⁾	Local Business Taxes ⁽²⁾	Total
2013	\$ 2,594,762	\$ 2,325,477	\$ 997,396	\$ 1,710,823	\$ 281,084	\$ 7,909,542
2014	2,821,713	2,344,161	1,185,784	1,850,102	304,853	8,506,613
2015	2,998,529	2,434,013	1,280,301	1,996,947	309,652	9,019,442
2016	3,548,352	2,756,176	1,426,438	2,095,247	343,981	10,170,194
2017	3,875,182	2,701,235	1,469,041	3,225,861	362,931	11,634,250
2018	4,326,702	2,746,260	1,523,434	3,984,756	395,733	12,976,885
2019	4,593,448	2,782,726	1,547,089	4,055,851	386,375	13,365,489
2020	4,905,214	2,790,188	1,505,749	3,792,719	394,669	13,388,539
2021	5,282,944	2,900,695	1,564,478	4,375,231	408,662	14,532,010
2022	5,440,257	3,044,674	1,831,837	5,214,492	419,767	15,951,027

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

⁽²⁾ Includes occupational licenses and business permits now considered local business tax.

VILLAGE OF PALM SPRINGS, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2013	2014	2015	2016	2017
General Fund					
Nonspendable:					
Inventory	\$ 40,204	\$ 25,056	\$ 20,999	\$ 39,648	\$ 69,969
Noncurrent note receivable	1,230,561	--	--	--	--
Restricted					
Sales tax capital projects	--	--	--	--	1,141,086
Assigned to:					
Disaster recovery	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Capital projects	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Library	45,926	38,407	38,851	38,240	37,488
Utility capital projects	--	--	--	--	--
Subsequent year's budget	895,456	--	--	1,227,384	1,625,101
Unassigned	<u>883,906</u>	<u>3,172,150</u>	<u>4,308,087</u>	<u>4,208,075</u>	<u>4,523,176</u>
Total General Fund	<u>\$ 6,096,053</u>	<u>\$ 6,235,613</u>	<u>\$ 7,367,937</u>	<u>\$ 8,513,347</u>	<u>\$ 10,396,820</u>
All Other Governmental Funds					
Restricted for:					
Law enforcement	\$ 73,102	\$ 67,356	\$ 61,393	\$ 73,907	\$ 51,890
Debt service	100,038	132,067	159,258	191,716	220,040
American Rescue Plan	--	--	--	--	--
Palm Springs CRA	--	--	--	--	--
Unassigned	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
Total All Other Governmental Funds	<u>\$ 173,140</u>	<u>\$ 199,423</u>	<u>\$ 220,651</u>	<u>\$ 265,623</u>	<u>\$ 271,930</u>

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
\$ 84,622 --	\$ 85,456 --	\$ 70,539 --	\$ 91,665 --	\$ 89,863 --
2,419,381	3,488,534	4,712,367	5,819,242	7,809,275
3,000,000	3,000,000	300,000	3,000,000	3,000,000
1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
36,651	36,651	--	--	--
--	--	--	--	--
1,471,258	2,338,399	1,183,000	1,443,578	693,503
<u>5,741,431</u>	<u>6,307,593</u>	<u>8,095,194</u>	<u>9,523,008</u>	<u>13,990,330</u>
<u>\$ 14,253,343</u>	<u>\$ 16,756,633</u>	<u>\$ 15,861,100</u>	<u>\$ 21,377,493</u>	<u>\$ 27,082,971</u>
\$ 44,309 231,042 -- -- --	\$ 54,669 247,249 -- -- --	\$ 54,669 249,462 -- -- --	\$ 44,670 250,842 -- 73,728 --	\$ 81,631 252,673 51,281 145,399 (78,766)
<u>\$ 275,351</u>	<u>\$ 301,918</u>	<u>\$ 304,131</u>	<u>\$ 369,240</u>	<u>\$ 452,218</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2013	2014	2015	2016	2017
Revenues					
Taxes	\$ 6,198,719	\$ 6,656,511	\$ 7,022,495	\$ 7,869,639	\$ 8,499,637
Permits	307,084	370,268	806,590	665,536	690,965
Intergovernmental	2,940,184	2,783,893	3,204,028	3,261,846	4,597,449
Confiscated property	54,418	13,006	16,493	16,785	1,280
Charges for services	1,725,760	1,791,823	1,878,058	1,914,794	2,021,952
Fines and forfeitures	442,231	344,128	485,486	389,492	370,904
Contributions and donations	8,755	10,437	17,917	8,249	14,729
Investment income	21,968	--	5,648	3,933	21,112
Facility rental	276,347	277,394	280,365	288,091	291,873
Miscellaneous	108,281	27,220	137,825	90,042	73,782
Total Revenues	<u>12,083,747</u>	<u>12,274,680</u>	<u>13,854,905</u>	<u>14,508,407</u>	<u>16,583,683</u>
Expenditures					
General government	1,778,375	1,790,739	1,828,984	1,832,467	1,974,447
Public safety	7,260,425	7,508,307	7,774,189	8,344,900	8,679,630
Physical environment	918,747	920,662	936,986	966,071	1,119,815
Transportation	1,031,956	1,152,511	1,201,392	1,549,616	2,009,735
Economic environment	--	--	--	--	--
Culture/recreation	1,682,918	1,756,672	1,876,357	1,841,391	1,674,011
Capital outlay	1,066,404	414,008	644,337	608,924	1,285,469
Debt service					
Principal	258,690	264,908	271,279	277,800	284,480
Interest and other fiscal charges	150,001	143,783	137,411	130,890	124,211
Total Expenditures	<u>14,147,516</u>	<u>13,951,590</u>	<u>14,670,935</u>	<u>15,552,059</u>	<u>17,151,798</u>
Excess of Revenues					
Over (Under) Expenditures	<u>(2,063,769)</u>	<u>(1,676,910)</u>	<u>(816,030)</u>	<u>(1,043,652)</u>	<u>(568,115)</u>
Other Financing Sources (Uses)					
Proceeds from the sale of capital assets	--	--	--	--	79,364
Lease (right-of-use asset) acquired	--	--	--	--	--
Initiation of Capital Lease	--	--	--	--	--
Transfers in	1,919,801	1,876,539	1,935,796	2,234,034	2,378,531
Transfers out	(138,209)	--	--	--	--
Total Other Financing Sources (Uses)	<u>1,781,592</u>	<u>1,876,539</u>	<u>1,935,796</u>	<u>2,234,034</u>	<u>2,457,895</u>
Net Change in Fund Balances	<u>\$ (282,177)</u>	<u>\$ 199,629</u>	<u>\$ 1,119,766</u>	<u>\$ 1,190,382</u>	<u>\$ 1,889,780</u>
Debt Service as a Percentage of					
Non-Capital Expenditures	3.12%	3.02%	2.91%	2.73%	2.58%

2018	2019	2020	2021	2022
\$ 9,083,377	\$ 9,332,450	\$ 9,595,820	\$ 10,225,087	\$ 10,824,519
909,219	1,265,557	617,014	808,381	1,712,304
5,176,714	5,983,674	5,918,164	5,987,404	8,182,678
2,703	10,357	--	--	31,882
1,940,784	2,400,465	2,142,807	2,596,331	2,689,482
431,063	220,837	170,208	327,518	279,918
23,378	36,729	20,602	28,164	45,970
107,903	233,021	110,534	14,685	172,763
266,395	274,923	260,495	265,865	322,407
149,544	131,419	105,112	141,047	148,164
<u>18,091,080</u>	<u>19,889,432</u>	<u>18,940,756</u>	<u>20,394,482</u>	<u>24,410,087</u>
1,875,696	2,370,836	2,592,658	3,074,577	3,429,229
8,935,301	9,725,185	8,992,315	9,052,444	9,482,747
1,067,111	1,075,033	1,173,626	1,317,299	1,456,330
1,607,774	1,903,355	2,055,397	2,170,808	2,252,731
--	--	--	63,160	343,657
1,568,223	1,683,120	1,493,489	1,476,280	1,758,484
1,180,940	2,630,253	3,484,721	2,058,602	1,758,633
291,319	298,323	305,496	312,841	386,738
131,962	134,138	125,420	116,494	114,105
<u>16,658,326</u>	<u>19,820,243</u>	<u>20,223,122</u>	<u>19,642,505</u>	<u>20,982,654</u>
<u>1,432,754</u>	<u>69,189</u>	<u>(1,282,366)</u>	<u>751,977</u>	<u>3,427,433</u>
3,852	45,530	58,947	20,373	30,306
--	--	--	--	35,590
--	--	--	--	294,712
2,423,338	2,415,138	2,490,099	2,717,733	2,935,026
--	--	--	(68,581)	(934,611)
<u>2,427,190</u>	<u>2,460,668</u>	<u>2,549,046</u>	<u>2,669,525</u>	<u>2,361,023</u>
<u>\$ 3,859,944</u>	<u>\$ 2,529,857</u>	<u>\$ 1,266,680</u>	<u>\$ 3,421,502</u>	<u>\$ 5,788,456</u>
2.73%	2.52%	2.57%	2.44%	2.61%

VILLAGE OF PALM SPRINGS, FLORIDA
GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Taxes	Utility Service Taxes	Franchise Fees	Sales Taxes ⁽¹⁾	Business Taxes	Total
2013	\$ 2,594,762	\$ 2,325,477	\$ 997,396	\$ 1,361,148	\$ 281,084	\$ 7,559,867
2014	2,821,713	2,344,161	1,185,784	1,460,937	304,853	8,117,448
2015	2,998,529	2,434,013	1,280,301	1,588,037	309,652	8,610,532
2016	3,548,352	2,590,541	1,386,765	1,666,296	343,981	9,535,935
2017	3,875,182	2,718,868	1,542,656	2,775,694	362,931	11,275,331
2018	4,326,702	2,763,893	1,597,049	3,539,375	395,733	12,622,752
2019	4,593,448	2,787,134	1,565,493	3,593,496	386,375	12,925,946
2020	4,905,214	2,790,188	1,505,749	3,380,088	394,669	12,975,908
2021	5,282,944	2,900,695	1,564,478	3,947,486	408,662	14,104,265
2022	5,440,257	3,044,674	1,831,837	4,765,126	419,767	15,501,661

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

VILLAGE OF PALM SPRINGS, FLORIDA
ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Assessed Values		Total Taxable Assessed Value ⁽¹⁾	Total Direct Village Rate	Estimated Actual Taxable Value ⁽¹⁾
	Real Property	Personal Property			
2013	\$ 538,354,151	\$ 41,213,909	\$ 579,568,060	4.6520	\$ 610,071,642
2014	579,838,469	46,108,599	625,947,068	4.6117	658,891,651
2015	630,185,838	49,808,780	679,994,618	4.5620	715,783,808
2016	766,908,222	54,396,561	821,304,783	4.4484	864,531,351
2017	861,187,815	52,677,032	913,864,847	4.3930	961,962,997
2018	1,054,443,560	55,112,685	1,109,556,245	4.0562	1,167,954,409
2019	1,160,721,571	60,657,553	1,221,379,124	3.8777	1,285,662,236
2020	1,255,996,692	68,819,182	1,324,815,874	3.8381	1,394,543,025
2021	1,365,342,503	72,853,251	1,438,195,754	3.8104	1,513,890,267
2022	1,410,052,742	75,122,778	1,485,175,520	3.7994	1,563,342,653

⁽¹⁾ The basis of assessed taxable value is approximately one hundred percent (100%) of actual taxable value, which is reduced for allowable exemptions. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

Source: Palm Beach County Property Appraiser's Office.

VILLAGE OF PALM SPRINGS, FLORIDA
PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	General Fund	Debt Service	Total Village Millage	School District	Palm Beach County	Palm Beach County Fire Rescue	Special Taxing Districts	Total All
2013	3.5000	1.1520	4.6520	7.5859	4.9853	3.4581	2.2280	22.9093
2014	3.9000	0.7117	4.6117	7.5859	4.9853	3.4581	2.2280	22.8690
2015	3.9000	0.6620	4.5620	7.5940	4.9732	3.4581	2.1731	22.7604
2016	3.9000	0.5484	4.4484	7.5120	4.9277	3.4581	2.0974	22.4436
2017	3.9000	0.4930	4.3930	7.0700	4.9142	3.4581	1.9453	21.7806
2018	3.6500	0.4062	4.0562	6.7689	4.9024	3.4581	1.7817	20.9673
2019	3.5000	0.3777	3.8777	6.5720	4.8980	3.4581	1.6920	20.4978
2020	3.5000	0.3381	3.8381	7.1640	4.8500	3.4581	1.6800	20.9902
2021	3.5000	0.3104	3.8104	7.0100	4.8124	3.4581	1.6753	20.7662
2022	3.5000	0.2994	3.7994	6.8750	4.8149	3.4581	1.6386	20.5860

Tax rate limits	- Ten mills per Florida Statute 200.81 (one mill equals \$1 per \$1,000 of assessed valuation).
Scope of tax rate limit	- No municipality shall levy ad valorem taxes for real and tangible personal property in excess of ten mills of the assessed value, except for special benefits and debt service on obligations issued with the approval of those taxpayers subject to ad valorem taxes.
Taxes assessed	- January 1
Taxes due	- March 31
Taxes delinquent	- April 1
Discount allowed	- 4% November; 3% December; 2% January; 1% February
Penalties for delinquent	- 2.5% after April 1, increase .5% each ten days; maximum 5%
Tax collector	- Palm Beach County
Tax collector's commission	- None

VILLAGE OF PALM SPRINGS, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO

	2022			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Morguard Emerald Apartments LLC	\$ 36,191,739	\$ 137,507	1	2.53 %
Oxygen Holdings LLC	26,982,974	102,519	2	1.88
Coronado Springs LLC	24,054,477	91,393	3	1.68
Florida Power & Light Co	21,921,226	83,288	4	1.53
Phillips Lake Worth	17,357,987	65,950	5	1.21
Regency Centers LP	17,308,194	65,761	6	1.21
Jerjo, Inc	16,542,242	62,851	7	1.16
Woodhaven LLC	13,916,206	52,873	8	0.97
Shoppes of Forest Hill LLC	13,765,734	52,302	9	0.96
Four FLA Shopping Center Prop Ltd	12,732,411	48,376	10	0.89
Riverfront Capital III LLC	--	--	-	-
IRT Property Co	--	--	-	-
Walmart Stores East LP	--	--	-	-
Portofino Associates, Ltd	--	--	-	-
Advenir at Pines LLC	--	--	-	-
	--	--	-	-
Totals	\$ 200,773,190	\$ 762,818		14.02%

Note: Information obtained from the Palm Beach County Tax Collector.

2013			
Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
\$ --	\$ --	-	- %
14,492,798	67,421	1	3.32
--	--	-	-
14,417,934	67,072	2	3.31
9,200,000	42,798	6	2.11
--	--	-	-
--	--	-	-
5,818,299	27,067	10	1.33
--	--	-	-
7,800,000	36,286	8	1.79
13,051,784	54,863	4	2.70
14,000,000	60,717	3	2.99
10,976,091	51,059	5	2.52
9,000,000	41,868	7	2.06
6,104,054	28,396	9	1.40
<u>\$ 104,860,960</u>	<u>\$ 477,547</u>		<u>23.53%</u>

VILLAGE OF PALM SPRINGS, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Net Tax Levy ⁽¹⁾	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Property Tax Collections	Collections as a Percent of Current Levy
2013	\$ 2,705,765	\$ 2,796,616	103.36 %	\$ 25,097	\$ 2,821,713	104.29 %
2014	2,891,310	2,942,932	101.79	55,597	2,998,529	103.71
2015	3,105,266	3,535,536	113.86	12,816	3,548,352	114.27
2016	3,626,644	3,850,045	106.16	25,137	3,875,182	106.85
2017	3,998,600	4,321,159	108.07	5,543	4,326,702	108.21
2018	4,501,583	4,324,653	96.07	2,049	4,593,448	102.04
2019	4,737,097	4,567,270	96.41	26,178	4,593,448	96.97
2020	5,085,728	4,897,102	96.29	8,112	4,905,214	96.45
2021	5,480,928	5,265,848	96.08	17,096	5,282,944	96.39
2022	5,625,830	5,435,299	96.61	4,958	5,440,257	96.70

Note: All property taxes are assessed and collected by Palm Beach County without charge to the Village.
Collections are distributed in full as collected.

⁽¹⁾ Tax levy, net of allowance for discounts.

VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND SEWER REVENUE BASE
LAST TEN FISCAL YEARS

Fiscal Year Ended 30,	Water		Number of Active Water Customer Accounts	Wastewater		Number of Active Wastewater Customer Accounts
	Gallons Consumed ⁽¹⁾	Base Rate ⁽²⁾		Gallons Treated ⁽¹⁾	Base Rate ⁽³⁾	
2013	1,367,780	19.37	12,455	970,372	31.18	10,722
2014	1,387,109	20.04	12,568	979,943	32.58	11,069
2015	1,423,793	20.93	12,536	1,001,707	34.03	11,247
2016	1,436,737	21.88	12,588	1,051,102	35.58	11,590
2017	1,560,048	22.85	12,604	1,058,776	37.19	11,653
2018	1,407,411	23.89	12,658	1,112,553	38.86	11,606
2019	1,397,500	24.47	13,569	1,097,192	39.85	12,501
2020	1,496,422	24.47	13,696	1,120,147	39.85	12,597
2021	1,402,821	24.71	13,829	1,117,364	40.24	12,741
2022	1,360,495	25.69	13,852	1,199,952	41.85	12,765

⁽¹⁾ Gallons are in thousands.

⁽²⁾ The base water rate is for a residential customer located inside the Village incorporated area consuming 4,000 gallons a month.

⁽³⁾ The base wastewater rate is for a residential customer located inside the Village incorporated area using 4,000 gallons a month.

Source: Village of Palm Springs Utility Department.

VILLAGE OF PALM SPRINGS, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities		Business-type Activities		Total ⁽¹⁾ Primary Government	Percentage of Personal Income ⁽²⁾	Per Capita
	General Obligation Note Payable	Leases	Water & Sewer Notes Payable	Leases			
2013	\$ 6,081,797	\$ --	\$ 14,352,351	\$ --	\$ 20,434,148	3.33 %	\$ 1,025
2014	5,816,888	--	13,799,533	--	19,616,421	3.01	957
2015	5,545,609	--	13,217,997	--	18,763,606	2.69	848
2016	5,267,809	--	12,622,479	--	17,890,288	2.46	803
2017	4,983,329	--	12,012,643	--	16,995,972	2.04	757
2018	4,692,010	--	11,408,224	--	16,100,234	1.94	694
2019	4,393,687	--	10,775,261	--	15,168,948	1.65	652
2020	4,088,191	--	10,141,450	--	14,229,641	1.48	607
2021	3,775,350	--	9,489,094	--	13,264,444	1.41	563
2022	3,454,987	263,927	8,817,652	7,016	12,543,582	1.20	526

Note: Details about the Village's outstanding debt can be found in the notes to the financial statements. The debt for the business-type activities represents debt for our water treatment plants and wastewater collection and transmission system. These facilities serve our residents, as well as non-residents on our water and sewer utility system.

⁽¹⁾ The Village does not have a legal debt margin.

⁽²⁾ Based on personal income information for Palm Beach County, Florida.
Personal income information is not available for the Village.

VILLAGE OF PALM SPRINGS, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	General Obligation Bonded Debt	Less: Amounts Available in Debt Service Fund	Total	Assessed Value of Taxable Property	Percentage of Assessed Value of Taxable Property	Population	Per Capita
2013	\$ --	\$ --	\$ --	\$ 579,568,060	0.00 %	19,938	\$ --
2014	--	--	--	625,947,068	0.00	20,497	--
2015	--	--	--	679,994,618	0.00	22,130	--
2016	--	--	--	821,304,783	0.00	22,282	--
2017	--	--	--	913,864,847	0.00	22,458	--
2018	--	--	--	1,109,556,245	0.00	23,193	--
2019	--	--	--	1,221,379,124	0.00	23,250	--
2020	--	--	--	1,324,815,874	0.00	23,448	--
2021	--	--	--	1,438,195,754	0.00	23,560	--
2022	--	--	--	1,485,175,520	0.00	23,867	--

Note: The basis of assessed value is approximately one hundred percent (100%) of actual value. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

VILLAGE OF PALM SPRINGS, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2022

	Total Outstanding	Percentage Applicable to Village of Palm Springs ⁽¹⁾	Amount Applicable to Village of Palm Springs
Direct:			
Village of Palm Springs	\$ 3,454,987	100.00%	\$ 3,454,987
Overlapping:			
Palm Beach County	26,250,000	0.54%	141,750
Palm Beach County School District	--	0.54%	--
Total overlapping debt	26,250,000		141,750
Total Direct and Overlapping Debt			
Payable from Ad Valorem Taxes			<u>\$ 3,596,737</u>
Estimated population			23,867
Total Direct and Overlapping Debt Per Capita			\$ 150.70

⁽¹⁾ Estimates based on 2022 ratio of assessed taxable values.

Note: The Village of Palm Springs has no legal debt margin.

Source: Finance Department, Village of Palm Springs, Florida
Palm Beach County Property Appraiser
School Board of Palm Beach County

VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND SEWER UTILITY PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Gross Revenue*	Operating Expenses**	Revenue Available for Debt Coverage	Current Debt Service	Current Coverage
2013	\$ 16,113,317	\$ 8,707,089	\$ 7,406,228	\$ 1,316,965	5.62
2014	17,184,871	9,053,467	8,131,404	909,225	8.94
2015	18,233,657	8,996,708	9,236,949	907,891	10.17
2016	20,194,481	9,828,868	10,365,613	907,891	11.42
2017	20,126,145	10,628,234	9,497,911	907,891	10.46
2018	20,750,821	11,253,134	9,497,687	907,891	10.46
2019	22,076,264	12,244,926	9,831,338	959,410	10.25
2020	21,443,640	12,295,481	9,148,159	942,237	9.71
2021	22,353,835	11,727,646	10,626,189	942,237	11.28
2022	23,021,705	12,878,916	10,142,789	942,237	10.76

* Includes investment revenues, miscellaneous revenue and capital contributions.

** Excludes depreciation and amortization expense.

VILLAGE OF PALM SPRINGS, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population ⁽¹⁾	Per Capita Personal Income ⁽²⁾	Estimated Total Personal Income ⁽³⁾	Median Age ⁽²⁾	Education Level in Years of Formal Schooling	School Enrollment ⁽²⁾	Unemployment Rate ⁽²⁾
2013	19,938	\$ 30,747	\$ 613,033,686	43.7	N/A	202,013	7.1 %
2014	20,497	31,743	650,636,271	43.2	N/A	203,580	6.6
2015	22,130	31,481	696,674,530	43.2	N/A	183,000	5.1
2016	22,282	32,690	728,398,580	44.0	N/A	188,808	4.9
2017	22,458	37,047	832,001,526	37.1	N/A	193,000	4.4
2018	23,193	35,732	828,732,276	44.5	N/A	174,000	3.0
2019	23,250	39,508	918,561,000	44.7	N/A	176,000	2.9
2020	23,448	40,888	958,741,824	44.8	N/A	169,250	7.0
2021	23,560	39,933	940,821,480	44.9	N/A	167,378	5.0
2022	23,867	43,733	1,043,775,511	45.0	N/A	167,560	6.5

Data Sources:

⁽¹⁾ The population for 2013 through 2022 was obtained from the University of Florida, Bureau of Economic Business Administration.

⁽²⁾ Information provided by the Business Development Board of Palm Beach County. Information is for Palm Beach County, Florida. Information is not available for the Village.

⁽³⁾ Total personal income information estimated based on per capita personal income for Palm Beach County, Florida.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

Employer	2022 ⁽¹⁾			2013 ⁽¹⁾		
	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Palm Beach County School District	22,426	1	N/A	21,495	1	N/A
Palm Beach County	5,753	2	N/A	11,381	2	N/A
Tenet Healthcare Corp.	5,734	3	N/A	6,100	3	N/A
NextEra Energy (formerly FPL)	5,330	4	N/A	3,365	4	N/A
Florida Atlantic University	5,059	5	N/A	2,706	7	N/A
Boca Raton Regional Hospital	3,135	6	N/A	2,250	10	N/A
Veterans Health Administration	2,600	7	N/A	--	--	N/A
Hospital Corp of America - HCA	2,419	8	N/A	2,714	6	N/A
The Breakers	2,300	9	N/A	--	--	N/A
Baptist Health South Florida	2,282	10	N/A	--	--	N/A
Bethesda Memorial Hospital	--	--	N/A	2,391	8	N/A
Office Depot	--	--	N/A	2,250	9	N/A
G4S Secure Solutions	--	--	N/A	3,000	5	N/A
Totals	<u>57,038</u>		N/A	<u>57,652</u>		N/A

⁽¹⁾ Source: Business Development Board of Palm Beach County. Data is for Palm Beach County, Florida.
Employment information for the Village is not available.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA
FULL-TIME EQUIVALENT VILLAGE GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
General government	16	15	15	15.5	15.5	11.5	17.5	18	21.5	19
Public safety (a)										
Building official	1	-	1	1	1	-	-	-	-	-
Planning, zoning & building	4.5	5	5	6	6	6.5	7	6	6	6
Police officers	40	40	41	42	42	43	38	43	43	39
Civilian police	19	18.5	19.5	19	21	19	25	23.5	21	23
Transportation	13	13	13	12	18	16	19	18	20	21
Culture/recreation										
Library	10	10	10	10.5	10	10.5	9	9	7	9
Parks & recreation	10	12.5	13.5	6	7	7.5	6.5	6	6	6
Water & Sewer Utility	<u>65.5</u>	<u>63.5</u>	<u>64</u>	<u>65</u>	<u>59.5</u>	<u>59.5</u>	<u>59.5</u>	<u>60</u>	<u>61</u>	<u>55</u>
Total	179.0	177.5	182.0	177.0	180.0	173.5	181.5	183.5	185.5	178.0

Sources: Village departments

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

VILLAGE OF PALM SPRINGS, FLORIDA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Fiscal Year		2013	2014	2015	2016
	Function				
Public Safety					
Police					
	Physical arrests	1,017	964	1,084	1,005
	Parking violations	32	15	23	19
	Traffic violations	6,081	6,533	7,143	10,501
Fire (a)					
Sanitation (b)					
Roads and Streets					
	Street resurfacing (miles)	2.1	1.2	3.3	3.93
	Pot holes repaired	842	800	848	973
Culture/Recreation					
Library					
	Circulation	80,014	71,855	59,976	49,159
	Active cardholders	4,162	4,019	3,549	3,475
	Reference questions	46,452	43,490	41,405	40,945
	Programs offered	712	430	435	335
	Program attendance	6,161	4,333	3,944	876
	Total library visitors	91,514	92,768	86,648	80,498
Parks and Recreation					
	Baseball participants	170	129	122	80
	Soccer participants	201	188	209	165
	Flag football participants	241	242	236	234
	Cheerleading participants	14	14	--	--
	Basketball participants	188	258	236	255
	Youth athletic participants	814	831	803	734
	Adult flag football	108	168	--	--
	Camp program participants	442	452	550	486
	Travel Club members	224	230	229	196
	Special event participants	4,536	6,000	6,200	7,380
	Facility rentals	1,199	1,250	1,200	1,150
Water/Sewer Utility					
	Water accounts	12,455	12,568	12,536	12,588
	Water customers	19,996	20,121	20,140	20,152
	Water main breaks	84	82	17	4
	Sewer accounts	10,722	11,069	11,247	11,590
	Sewer customers	17,903	18,333	18,567	18,921
	Avg daily water consumption (thousands of gallons)	3,747	3,800	3,919	3,926

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

2017	2018	2019	2020	2021	2022
815	759	543	434	457	517
38	16	15	23	95	146
5,928	4,153	4,612	5,000	6,392	6,167
3.1	2.1	1.3	1.2	1.32	1.04
52	48	35	27	17	20
37,613	31,175	26,519	13,642	15,913	21,796
3,245	3,262	4,001	6,380	18,682	14,119
32,736	39,272	36,024	17,942	5,386	5,806
360	350	242	268	197	354
9,170	9,329	5,174	6,495	4,227	5,318
78,896	70,553	61,505	31,102	26,035	39,673
83	68	52	--	--	--
161	147	101	210	154	--
187	156	156	141	70	15
--	--	--	--	--	--
220	170	162	--	93	72
651	541	471	351	317	87
--	--	--	--	--	--
394	696	892	272	374	597
115	146	119	59	38	55
2,610	6,085	6,480	3,750	3,000	5,000
237	133	157	79	130	710
12,604	12,658	12,982	13,037	13,089	13,851
20,178	19,985	20,251	20,300	20,413	20,334
10	3	--	3	6	5
11,653	11,606	12,043	12,100	12,152	12,765
19,028	18,770	19,274	19,239	19,332	19,279
3,960	3,627	3,561	3,397	3,843	3,727

VILLAGE OF PALM SPRINGS, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Fiscal Year	2013	2014	2015	2016
Function				
Public Safety				
Police				
Stations	1	1	1	1
Patrol units	58	58	60	61
Fire (a)				
Sanitation (b)				
Garbage trucks	1	1	1	1
Trash trucks	1	1	1	1
Roads and Streets				
Street lights	81	81	81	81
Lane miles	72.7	76.19	76.29	78.08
Culture/Recreation				
Library				
Books	56,797	57,802	47,619	51,928
Leisure Services				
Ballfields - lighted	4	4	4	4
Basketball courts	2	2	3	3
Soccer fields	3	3	4	4
Tennis courts	4	4	4	4
Pickleball courts	-	-	-	-
Futsal courts	-	-	-	-
Mini-golf course	1	1	1	1
Parks	8	9	10	10
Water/Sewer Utility				
Water mains (miles)	126.58	130	130.11	130.11
Sanitary sewers (miles)	99.48	103.5	105.6	105.6
Storm sewers (miles)	4.29	24.5	25.66	25.66
Fire hydrants	872	992	993	993
Maximum daily water treatment capacity (thousands of gallons)	10,000	10,000	10,000	10,000

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

2017	2018	2019	2020	2021	2022
1 61	1 63	1 64	1 65	1 70	1 73
1 1	1 1	1 1	1 1	1 1	- 1
81 77.76	81 77.76	81 77.76	82 77.76	82 77.76	82 77.76
44,420	53,738	40,878	34,816	34,411	39,854
4 3 4 4 - - 1 10	4 3 4 4 - - 1 11	4 3 4 4 - - 1 11	4 3 4 2 1 1 1 12	4 3 4 2 4 1 1 12	4 3 4 2 2 1 1 12
135.3 114.8 14.6 984	135.3 114.8 14.6 984	135.3 105.27 14.74 984	135.57 105.82 14.8 993	137.07 107.82 14.8 985	137.07 107.82 14.8 985
10,000	10,000	10,000	10,000	10,000	10,000

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF INSURANCE IN FORCE
SEPTEMBER 30, 2022

Company	Policy Number	Type of Coverage	Property Covered	Amount of Coverage
FMIT#0459	U711-50850 General & Police	Fiduciary liability	Pension trustees	\$1,000,000
FMIT#0459	PROP DEC 1021 PROP02-1021	Property inland marine	Village property	\$22,248,869
FMIT#0459	SEGL 1013	General liability	Village property	\$1,000,000 \$2,000,000
FMIT#0459	AL 1019 APD 1016	Automobile liability Inland	Any Village- Owned vehicles	\$1,000,000 per schedule
FMIT#0459	ECLE1021	Crime	Employee theft, dishonesty, forgery	\$1,000,000
FMIT#0459	105185397	Fiduciary bond	Chief Financial Officer	\$1,000,000
FMIT#0459	EO 1009 LE 1007	Professional liability Professional liability	Public officials Law enforcement	\$1,000,000
Hartford Fire Insurance Company	20-GTA-101194	Statutory Accidental Death & Dismemberment	Village employees	\$75,000/ \$225,000
FMIT#0459	WC EL 1015	Workers compensation	Village employees	Florida Statutes
Allied World Assurance Company	0310-3272	Pollution liability	Village property	\$1,000,000/ \$20,000,000

REPORTING SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palm Springs, Florida (the "Village"), as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated March 28, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

West Palm Beach, FL
March 28, 2023

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the Village of Palm Springs, Florida (the "Village") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the Village's major federal program for the fiscal year ended September 30, 2022. The Village's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Village's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Village as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements. We issued our report thereon dated March 28, 2023, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Marcum LLP

West Palm Beach, FL
March 28, 2023

VILLAGE OF PALM SPRINGS*Schedule of Expenditures and Federal Awards**Fiscal Year Ended September 30, 2022*

Federal Agency, Pass-through Entity Federal Program	ALN	Contract/ Grant No.	Total Expenditures
<u>United States Department of Housing and Urban Development</u>			
Indirect Program:			
Passed through Awards from Palm Beach County, Florida			
Community Development Block Grants/Entitlement Grants (Cluster)	14.218	R-2020-1885	\$ 73,405
Total United States Department of Housing and Urban Development			73,405
<u>United States Department of Justice</u>			
Direct Program:			
Bulletproof Vest Partnership Program	16.607	2019-LEBG-PALM-12L4-113	6,020
Total United States Department of Justice			6,020
<u>United States Department of the Treasury</u>			
Indirect Program:			
Passed through State of Florida - Florida Division of Emergency Management -			
Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5254	849,467
Total United States Department of the Treasury			849,467
<u>United States Department of Homeland Security</u>			
Indirect Program:			
Passed through State of Florida - Division of Emergency Management -			
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR4337	2,262
Total United States Department of Homeland Security			2,262
<u>United States Department of Interior</u>			
Indirect Program:			
Passed through Florida Department of Environmental Protection -			
Outdoor Recreation Acquisition, Development and Planning	15.916	LW700	199,923
Total United States Department of Interior			199,923
Total Expenditures of Federal Awards			\$ 1,131,077

Note: No amounts provided to subrecipients.

See notes to Schedule of Expenditures of Federal Awards.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditures activity of all federal awards of the Village of Palm Springs, Florida (the “Village”) for the fiscal year ended September 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Village, it is not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Village.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The Village has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

VILLAGE OF PALM SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified Opinion*

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Non-compliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major program:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Type of auditors' report issued on compliance for major program:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ☐ Yes ☒ No

Identification of Federal Major Program:

ALN

21.027

Federal Program:

Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B federal programs:

\$750,000

Auditee qualified as low-risk auditee pursuant to the Uniform Guidance? ☐ Yes ☒ No

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV – SUMMARY SCHEULE OF PRIOR AUDIT FINDINGS

There were no findings reported in the prior fiscal year.

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on the Financial Statements

We have audited the financial statements of the Village of Palm Springs, Florida (the “Village”), as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 28, 2023.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance, Schedule of Findings and Questioned Costs; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 28, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the prior year audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 of the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. The financial condition assessment was performed as of fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the special district component unit provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that has occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Village Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

West Palm Beach, FL
March 28, 2023

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO
SECTION 218.415, FLORIDA STATUTES**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

We have examined the Village of Palm Springs, Florida (the "Village") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2022. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Village's compliance with specified requirements.

In our opinion, the Village complied, in all material respects, with Section 218.415, Florida Statutes for the fiscal year ended September 30, 2022.

This report is intended to describe our testing of compliance with Section 218.415, Florida Statutes and it is not suitable for any other purpose.

Marcum LLP

West Palm Beach, FL
March 28, 2023



Village of Palm Springs

Department of Finance

226 Cypress Lane, Palm Springs, Fl. 33461-1699

Rmorse@vpsfl.org

(561) 584-8200 ext. 8441

IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Rebecca Morse, CFO, who being duly sworn, deposes and says on oath that:

1. I am the Chief Financial Officer of Village of Palm Springs, Florida, which is a local governmental of the State of Florida;
2. The governing body of Village of Palm Springs adopted Ordinance No. 2021-03 on June 10, 2021 implementing an impact fee or authorized the Village of Palm Springs to receive and expend proceeds of an impact fee implemented by Village of Palm Springs; after holding two noticed public workshops on May 13, 2021 and June 10, 2021 to discuss the extent to which extraordinary circumstances necessitate and justify the need for an increase in impact fees; and
3. Village of Palm Springs has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.


Rebecca L. Morse, CFO

STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY

SWORN TO AND SUBSCRIBED before me this 28th day of March, 2023.


NOTARY PUBLIC

Print Name Sandra L. Delaney

Personally known _____ or produced identification ✓

Type of identification produced: FLORIDA DRIVERS LICENSE

My Commission Expires: 5/13/26

March 28, 2023

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information the Village of Palm Springs, Florida (the “Village”) for the fiscal year ended September 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and OMB Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 24, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in Note 1 – Summary of Significant Accounting Policies to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended September 30, 2022, except for the implementation of Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*, GASB Statement No. 92, *Omnibus 2020*, and GASB Statement No. 99, *Omnibus 2022*. We noted no transactions entered into by the Village during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Village’s financial statements were:

Management’s estimate of the net pension liability and related deferred inflows/outflows in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27*, is based on actuarial methods and assumptions used by the actuaries for the development of funding valuation as well as the accounting valuation for the Palm Springs General Employee Pension Plan, the Village of Palm Springs Police Officers Pension Plan, and the Florida Retirement System (“FRS”). The key factors

impacting the assumptions, such as change in market conditions, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described above in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Total other postemployment benefits (OPEB) Liability in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, is based on actuarial methods and assumptions used by the actuary for the development of the actuarially determined liability. The key factors impacting the assumptions, such as the discount rate and health rate assumptions, are subject to change on an annual basis and therefore can have a significant impact on this estimate. We evaluated the key factors and assumptions used to develop the estimate described above, in determining that it is reasonable.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure related to the Village's employee retirement plans in Note 9 to the Financial Statements.

The disclosures related to the Village's OPEB plan in Note 10 to the financial statements.

The disclosures related to commitments and contingencies in Note 11 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Independence

During the fiscal year ended September 30, 2022, we were engaged to assist with the preparation of the Village's financial statements, and assist in the preparation of the Data Collection Form in regards to the Federal Single Audit in accordance with OMB Uniform Guidance. We reviewed the nature of the requested work, our role and management's role and determined that our independence would not be impaired, in fact or appearance.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 28, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Village's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the budgetary comparison schedule and related ratios, the condition rating of the Village's street system, the schedule of changes in the net pension liability and related ratios for the Village Pension Trust Funds, the schedule of the Village contributions for the Village Pension Trust Funds, the schedule of the Villages proportionate share of the net pension liability and schedule of the Village's contributions for the State of Florida Pension Plans, the schedule of investment returns for the

Village's Pension Trust Funds, and the schedule of changes in the total OPEB liability and related ratios, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on combining fund financial statements and debt schedules, and the schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulation Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory section and statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of Honorable Mayor, Village Council, and management of Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Marcum LLP".

Marcum LLP



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Administration

ITEM #20: Appointment of Voting Delegate(s) to the Palm Beach County League of Cities

SUMMARY: Every year, the Palm Beach County (PBC) League of Cities requests that each municipality designate a voting delegate and an alternate(s), if so desired, to vote on behalf of the Village of Palm Springs at the League of Cities general membership, special membership, and general membership functions. The appointed delegate(s) vote on official business items at membership meetings.

Currently, Mayor Smith is the voting delegate for the Village, and Vice Mayor Brinkman, Mayor Pro Tem Waller, Council Member Gunther and Council Member Ready serve as the alternates.

The Village Council is requested to appoint a voting delegate and alternate(s) to the PBC League of Cities.

FISCAL IMPACT:

There is no direct fiscal impact to the village.

ATTACHMENTS:

1. PBC League of Cities Voting Delegate Form



Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

Email:

Email:

Email:

Email:

Email:

Email:

Email:

_____ Mayor Signature

Clerk Signature (SEAL)



Village of Palm Springs

Staff Report

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #21: (Quasi-Judicial Hearing) Resolution No. 2023-18 - Final Plat - Prince Place - 3075 Prince Drive, 3098 Ferrell Drive, and a vacant lot on Paetzold Drive

SUMMARY: Mr. Miles Rich, the applicant, has filed a final plat to re-plat portions of lots C, D, and E, Block 98 of The Palm Beach Farms Co. Plat No. 7 (as recorded in Plat Book 5 page 72 of Public Records of Palm Beach County, Florida). The applicant is proposing to join three (3) parcels into a unified plat and delineate nineteen (19) individual townhouse lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-31 - November 18, 2021).

The Village's Surveyor, Craven Thompson & Associates Inc., has reviewed the proposed plat and determined that it complies with Chapter 177, F.S. - Platting Regulations.

The final plat has been revised after the preliminary plat was approved by the Village Council (Resolution 2022-09 - April 14, 2022) due to the 10' wide right-of-way dedication required by Palm Beach County and a 30' by 30' easement dedication for the proposed lift station.

The recording of the plat is required prior to the issuance of a certificate of occupancy for a new residence.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed plat.

ATTACHMENTS:

1. Resolution No. 2023-18 - DRAFT Final Plat - Final Plat for 3075 Prince Drive, Vacant Lot Paetzold Drive and 3098 Ferrell Drive - Rich Properties FL
2. Proposed Final Plat - Prince Place
3. Letter of Compliance with Florida Statutes - Prince Place
4. Approved Site Plan
5. Aerial and Location Maps

RESOLUTION NO. 2023-18

A RESOLUTION OF THE VILLAGE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING A FINAL PLAT TO SUBDIVIDE A MULTI-FAMILY PARCEL OF LAND LOCATED ON THE THREE (3) UNIFIED PARCELS, TOTALING 1.56 ACRES, SUBMITTED BY MR. MILES RICH, AGENT FOR RICH PROPERTIES FL, (“APPLICANT”), FOR THE PROPERTY, PRINCE PLACE, LOCATED AT 3075 PRINCE DRIVE, A VACANT LOT AT PAETZOLD DRIVE AND 3098 FERRELL DRIVE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Miles Rich, agent for Rich Properties FL (“Applicant”), has filed a final plat application to join three (3) parcels into a unified plat and delineate nineteen (19) individual townhouse lots, located at 3075 Prince Drive, a vacant lot at Paetzold Drive and 3098 Ferrell Drive; and

WHEREAS, the proposed plat complies with all Platting Regulations set forth in Chapter 177, Florida Statutes.

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 join three (3) parcels into a unified plat and delineate nineteen (19) individual townhouse lots, located at 3075 Prince Drive, a vacant lot at Paetzold Drive and 3098 Ferrell Drive; and the same having been heard in the Regular Session of April 13, 2023, having been otherwise fully apprised of the premises herein, and having determined that the final plat conforms to the applicable requirements of Chapter 34 of the Village Code; hereby approves the final plat, which is incorporated herein by reference.

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

Resolution No. 2023-18 – Rich Properties FL – Final Plat – 3075 Prince Drive, a vacant lot at Paetz old Drive and 3098 Ferrell Drive

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____ 2023.

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

PRINCE PLACE

A REPLAT OF A PORTIONS OF LOTS C, D, AND E, BLOCK 98, THE PALM BEACH FARMS CO. PLAT NO.7, RECORDED IN PLAT BOOK 5 PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER (S.E. 1/4), OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2

DEDICATION AND RESERVATIONS

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS THAT PRINCETON COURT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS PRINCE PLACE, A REPLAT OF A PORTIONS OF LOTS C, D, AND E, BLOCK 98, THE PALM BEACH FARMS CO. PLAT NO.7, RECORDED IN PLAT BOOK 5 PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER (S.E. 1/4), OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT D, BLOCK 98, THE PALM BEACH FARMS CO. PLAT NO. 7 OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 5, PAGE 72.

AND

LOT C, LESS THE EAST 180 FEET THEREOF, BLOCK 98, THE PALM BEACH FARMS COMPANY PLAT NO. 7, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 5, PAGE 72, LESS A STRIP OF LAND FOR ROAD RIGHT OF WAY PURPOSES AS LAID OUT AND IN USE KNOWN AS FERRELL DRIVE, AS LOCATED IN PALM BEACH FARMS COMPANY PLAT NO. 7 OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 30 FEET OF LOT C, LESS THE EAST 180 FEET THEREOF, BLOCK 98, PALM BEACH FARMS COMPANY PLAT NO. 7.

AND

THE EAST 125 FEET OF LOT "E", BLOCK 98, PALM BEACH FARMS COMPANY PLAT NO. 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, LESS THE SOUTH 34 FEET THEREOF AS GRANTED IN OFFICIAL RECORD BOOK 2225, PAGE 1069, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 1.620 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACTS A-1 AND A-2:

TRACTS A-1 AND A-2 , AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE PRINCE PLACE HOMEOWNERS ASSOCIATION, INC., 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 ASSOCIATION, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

2. TRACT B:

TRACT B, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE PRINCE PLACE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AS A DRIVEWAY 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 ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

3. TRACTS C-1 THROUGH C-4:

TRACTS C1 THROUGH C-4, AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE PRINCE PLACE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR LIMITED COMMON ELEMENT PURPOSES, SERVING THE ABUTTING LOTS FOR PATIOS AND HVAC EQUIPMENT, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

4. TRACT D:

TRACT D, AS SHOWN HEREON, IS HEREBY DEDICATED IN FEE SIMPLE TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES.

5. WATER LINE EASEMENTS (W.L.E.):

THE WATER LINE EASEMENTS ARE HEREBY DEDICATED IN PERPETUITY TO THE CITY OF ATLANTIS FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF POTABLE WATER LINES AND RELATED APPURTENANCES.

NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS, OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF ATLANTIS, ITS SUCCESSORS AND ASSIGNS.

THE VILLAGE OF PALM SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE WATER FACILITIES LYING WITHIN SAID EASEMENTS.

6. GENERAL UTILITY EASEMENTS (G.U.E.):

THE GENERAL 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.

7. LIFT STATION EASEMENT AND SANITARY SEWER EASEMENT (S.S.E):

THE LIFT STATION EASEMENT AND THE SANITARY SEWER EASEMENT AS SHOWN HEREON ARE HEREBY DEDICATED TO THE PRINCE PLACE HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER FACILITIES.

THE VILLAGE OF PALM SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE SANITARY SEWER FACILITIES LYING WITHIN SAID EASEMENTS.

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 _____, 20____.

WITNESS: _____ PRINCETON COURT, LLC
_____(PRINT NAME) A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
_____(PRINT NAME) MILES J. RICH, REGISTERED AGENT

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 _____, 20____, BY MILES J. RICH, AS REGISTERED AGENT FOR PRINCETON COURT, 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

ACCEPTANCE OF RESERVATIONS

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE CITY OF ATLANTIS HEREBY ACCEPTS THE DEDICATIONS AND/OR RESERVATIONS TO SAID CITY AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS ____ DAY OF _____, 202____.

CITY OF ATLANTIS

BY: _____ ATTEST: _____
BRIAN R. MOREE, M.P.A. KRISTEN PUHALAINEN, CITY CLERK
CITY MANAGER

ACCEPTANCE OF RESERVATIONS

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE PRINCE PLACE HOMEOWNERS ASSOCIATION, INC., HEREBY ACCEPTS THE DEDICATIONS AND/OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS ____ DAY OF _____, 202____.

PRINCE PLACE HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

BY: _____
_____(NAME)
_____(TITLE-PRES. OR V. PRES.)

WITNESS: _____ (PRINT NAME) WITNESS: _____ (PRINT NAME)

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

WE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, 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 PRINCETON COURT, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ BY: _____
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
BRUCE S. ROSENWATER, 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

MOLLUSC LANE

ROBERTS LANE

FERRELL DRIVE

PRINCE DRIVE

PAETZOLD AVENUE

S. CONGRESS AVENUE

SITE

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR
RECORD AT _____.M.
THIS ____ DAY OF
A.D. 202____, 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 _____, 20____.

BY: _____ ATTESTED BY: _____
_____, MAYOR _____VILLAGE CLERK

BY: _____
_____VILLAGE ENGINEER

SURVEYOR & MAPPER'S NOTES:

1. BEARINGS ARE BASED ON N01°24'12"E (ASSUMED) ALONG THE CENTERLINE OF PAETZOLD AVENUE.

2. 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.

3. 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 - 1.0000421
I. GROUND DISTANCE x SCALE FACTOR= GRID DISTANCE
J. ROTATION EQUATION: NONE

4. 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 OF RIGHTS GRANTED.

5. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE CURRENT VILLAGE OF PALM SPRINGS ZONING REGULATIONS.

6. 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.

7. THE VILLAGE OF PALM SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE PRIVATE DRAINAGE FACILITIES LYING WITHIN THE BOUNDARIES OF PRINCE PLACE.

LEGEND:

ABBREVIATIONS:	
ORB - OFFICIAL RECORD BOOK	30/44/43 - SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST
P.B. - PLAT BOOK	
NO. - NUMBER	U.E. - UTILITY EASEMENT
PG. - PAGE	D.E. - DRAINAGE EASEMENT
R/W - RIGHT-OF-WAY	G.U.E. - GENERAL UTILITY EASEMENT
SEC. - SECTION	W.L.E. - WATER LINE EASEMENT
CL - CENTERLINE	S.S.E. - SANITARY SEWER EASEMENT
NAD - NORTH AMERICAN DATUM	LLC - LIMITED LIABILITY COMPANY
LB - LICENSED BUSINESS	HVAC - HEATING, VENTILATION, AND AIR CONDITIONING

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
NOTE: AT LOTS 1-19, LOT CORNERS NOT SHOWN WITH A MONUMENT SYMBOL WILL BE MONUMENTED BY THE PHYSICAL LIMITS OF THE RESIDENTIAL UNITS CONSTRUCTED.

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.

RICHARD D. PRYCE, RLS/PSM 4038
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

PRINCETON COURT, LLC
SEAL
(IF AVAILABLE)

HOMEOWNERS
ASSOCIATION SEAL
(IF AVAILABLE)

SURVEYOR'S
SEAL

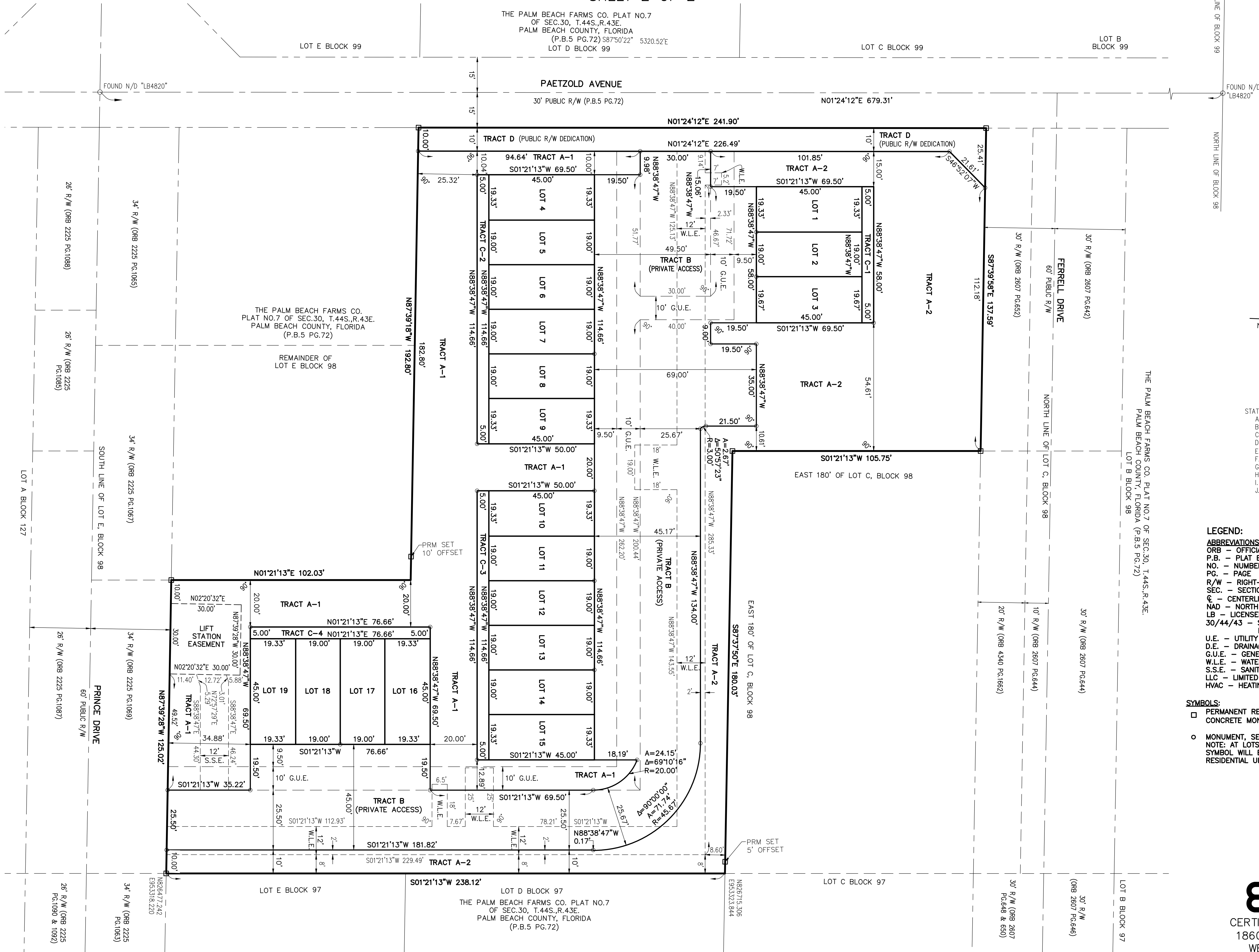
VILLAGE CLERK
SEAL

VILLAGE ENGINEER
SEAL

REVIEWING
SURVEYOR'S
SEAL

PRINCE PLACE

A REPLAT OF A PORTIONS OF LOTS C, D, AND E, BLOCK 98, THE PALM BEACH FARMS CO. PLAT NO.7, RECORDED IN PLAT BOOK 5 PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER (S.E. 1/4), OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 2 OF 2



E.1/4 CORNER
SECTION 30/44/43
FOUND P.B.C. BRASS DISK
P.B.C. POSITION:
N828469.949
E953699.554

N826477.242
E953318.220
S.E. CORNER
N8739'28"W 125.02'

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 1983/1990 STATE PLANE
F. TRANSVERSE MERCATOR PROJECTION
G. ALL DISTANCES ARE GROUND, UNLESS NOTED OTHERWISE
H. SCALE FACTOR - 1.0000421
I. GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE
J. ROTATION EQUATION: NONE

COORDINATE DETAIL

(NOT TO SCALE)

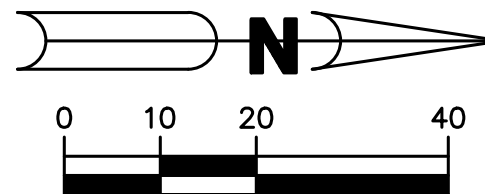
LEGEND:

ABBREVIATIONS:

ORB - OFFICIAL RECORD BOOK
P.B. - PLAT BOOK
NO. - NUMBER
PG. - PAGE
R/W - RIGHT-OF-WAY
SEC. - SECTION
C - CENTERLINE
NAD - NORTH AMERICAN DATUM
LB - LICENSED BUSINESS
30/44/43 - SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
G.U.E. - GENERAL UTILITY EASEMENT
W.L.E. - WATER LINE EASEMENT
S.S.E. - SANITARY SEWER EASEMENT
LLC - LIMITED LIABILITY COMPANY
HVAC - HEATING, VENTILATION, AND AIR CONDITIONING

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
NOTE: AT LOTS 1-19, LOT CORNERS NOT SHOWN WITH A MONUMENT SYMBOL WILL BE MONUMENTED BY THE PHYSICAL LIMITS OF THE RESIDENTIAL UNITS CONSTRUCTED.



SCALE: 1" = 20'

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

January 30, 2023

Email: icabrera@vpsfl.org

CRIVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Ms. Iramis Cabrera, Planner
Land Development Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

**RE: PRINCE PLAT
EIGHTH REVIEW
CTA PROJECT NO. 21-0043-02**

Dear Ms. Cabrera:

I have reviewed all of the recent changes to the above-mentioned Plat, and they are in compliance with Chapter 177, Florida Statutes and the requirements of the Village of Palm Springs. I therefore recommend that the Village approve the Plat for recording.

Sincerely,

CRIVEN THOMPSON & ASSOCIATES, INC.

RICHARD D. PRYCE, PSM
Vice President, Surveying & GI

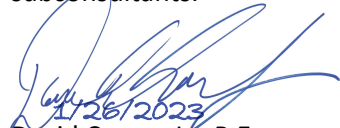
RDP/fd

Village of Palm Springs Development Review

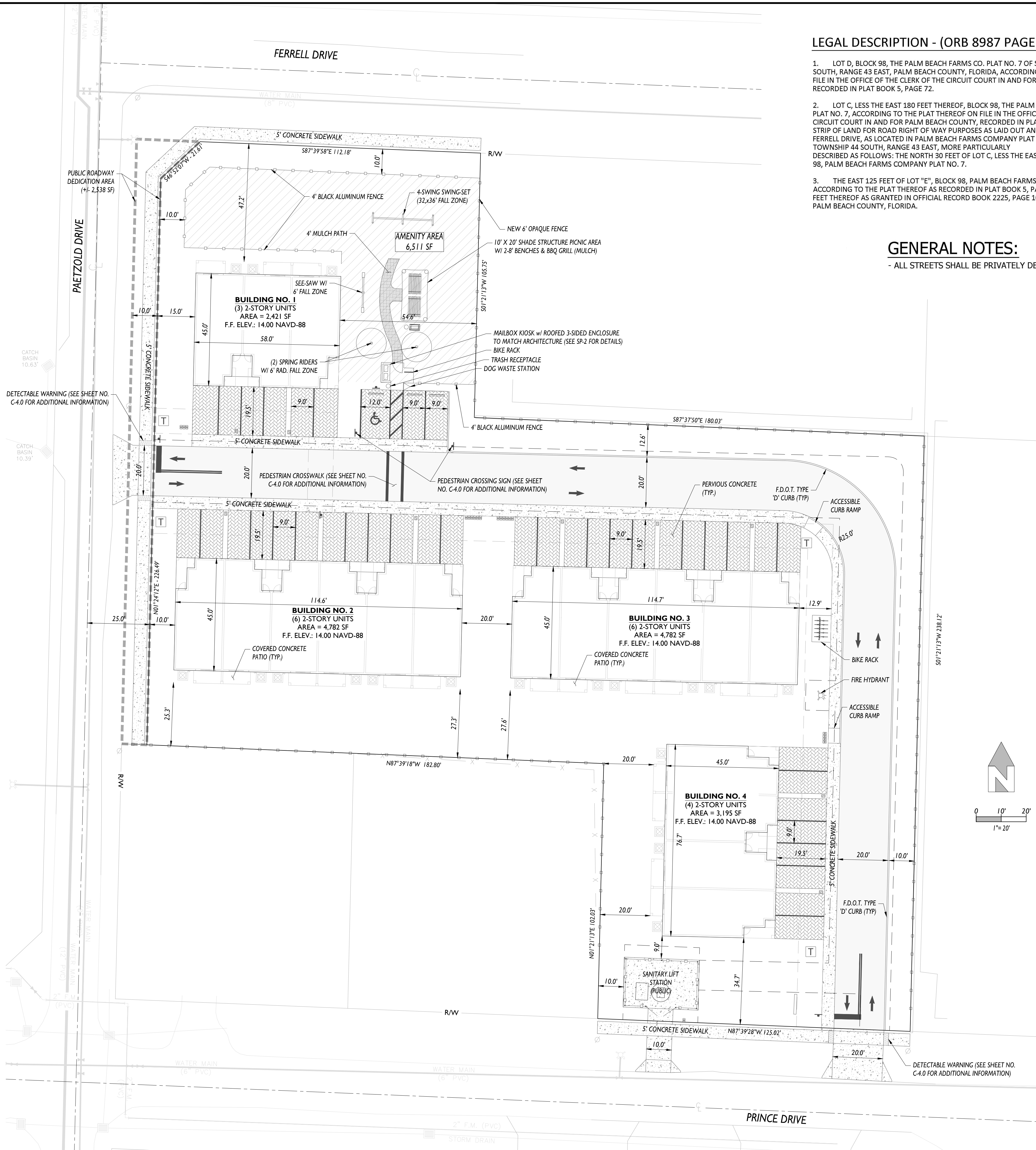
DATE: 1/26/2023
DESCRIPTION: Prince Place – Final Plat Application
APPLICANT: Miles Rich, Rich Properties FL
OWNER: Prince Partners
APPLICATION TYPE: Final Plat (Minor/Major)
REQUEST: Plat Review
LOCATION: 3075 Prince Dr., Palm Springs, FL 33461
STAFF REVIEW: **RECOMMENDED APPROVAL LETTER**

The Engineering Department recommends the approval of the plans submitted.

This letter has been prepared by the following individual, in association with their consultants and subconsultants:



David Cowan Jr., P.E.
Chen Moore and Associates
Tel: 561.746.6900 x 1220
Email: dcowan@chenmoore.com



LEGAL DESCRIPTION - (ORB 8987 PAGE 1871)

1. LOT D, BLOCK 98, THE PALM BEACH FARMS CO. PLAT NO. 7 OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 5, PAGE 72.
2. LOT C, LESS THE EAST 180 FEET THEREOF, BLOCK 98, THE PALM BEACH FARMS COMPANY PLAT NO. 7, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 5, PAGE 72, LESS A STRIP OF LAND FOR ROAD RIGHT OF WAY PURPOSES AS LAID OUT AND IN USE KNOWN AS FERRELL DRIVE, AS LOCATED IN PALM BEACH FARMS COMPANY PLAT NO. 7 OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 30 FEET OF LOT C, LESS THE EAST 180 FEET THEREOF, BLOCK 98, PALM BEACH FARMS COMPANY PLAT NO. 7.
3. THE EAST 125 FEET OF LOT "E", BLOCK 98, PALM BEACH FARMS COMPANY PLAT NO. 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, LESS THE SOUTH 34 FEET THEREOF AS GRANTED IN OFFICIAL RECORD BOOK 2225, PAGE 1069, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

GENERAL NOTES:

- ALL STREETS SHALL BE PRIVATELY DEDICATED AND MAINTAINED.

APPLICATION DATA:

NAME OF APPLICATION:	PRINCE PLACE
PARCEL ID:	NORTH PARCEL: 70-43-44-30-01-098-0030 CENTRAL PARCEL: 70-43-44-30-01-098-0040 SOUTH PARCEL: 70-43-44-30-01-098-0053
SITE ADDRESS:	3075 PRINCE DRIVE, PALM SPRINGS
EXISTING FUTURE LAND USE:	COMMERCIAL
PROPOSED FUTURE LAND USE:	HIGH DENSITY RESIDENTIAL (HDR)
EXISTING ZONING DESIGNATION:	COMMERCIAL GENERAL (CG)
PROPOSED ZONING DESIGNATION:	RESIDENTIAL MULTIPLE FAMILY (RM) (PUD)
HISTORIC DISTRICT:	N/A
EXISTING USE:	VACANT COMMERCIAL
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL (19 UNITS)
PROPOSED DENSITY:	10.0 D.U./S./ACRE (BASED ON 1.9 AC. INCLUDING ROW'S)

SITE DATA:

MIN. LOT AREA REQUIRED:	3 ACRES (130,680 S.F.)
GROSS LOT AREA:	*1.56 ACRES (68,024 SF) ②
*WAIVER REQUESTED	
MAX. BLDG. HEIGHT:	35' (3 STORIES)
PROPOSED BLDG. HEIGHT:	23'-5" (2 STORIES)
(BUILDING HEIGHT MEASURED FROM ADJACENT GRADE AT BASE OF BUILDING TO THE AVG. HEIGHT LEVEL BETWEEN THE EAVES AND THE ROOF RIDGE ON GABLE, HIP OR GAMBREL ROOFS).	
MAX. BLDG. LOT COVERAGE ALLOWED:	40% (27,210 SF)
BLDG. COVERAGE PROVIDED:	25.2% (17,127.23 S.F.)
OPEN SPACE REQUIRED:	35% (23,808 SF)
OPEN SPACE PROVIDED:	46.2% (31,404.23 S.F.)
COMMON AMENITY AREA REQUIRED:	6,281 SF (MIN. 20% OF OPEN SPACE)
COMMON AMENITY SPACE PROVIDED:	6,511 SF (20.7 % OF OPEN SPACE)

IMPERVIOUS AREA PROVIDED:	36,053 SF(53%)
PERVIOUS AREA PROVIDED:	* 31,971 SF.(47%)
*UTILIZES 25% OF PERVIOUS PARKING AREA FOR CALCULATION	

SETBACKS

SETBACK	REQUIRED:	PROVIDED:
FRONT	25'	10' ①
SIDE:	20'	20'
SIDE CORNER:	25'	25'
REAR:	20'	20'
*WAIVER REQUESTED		

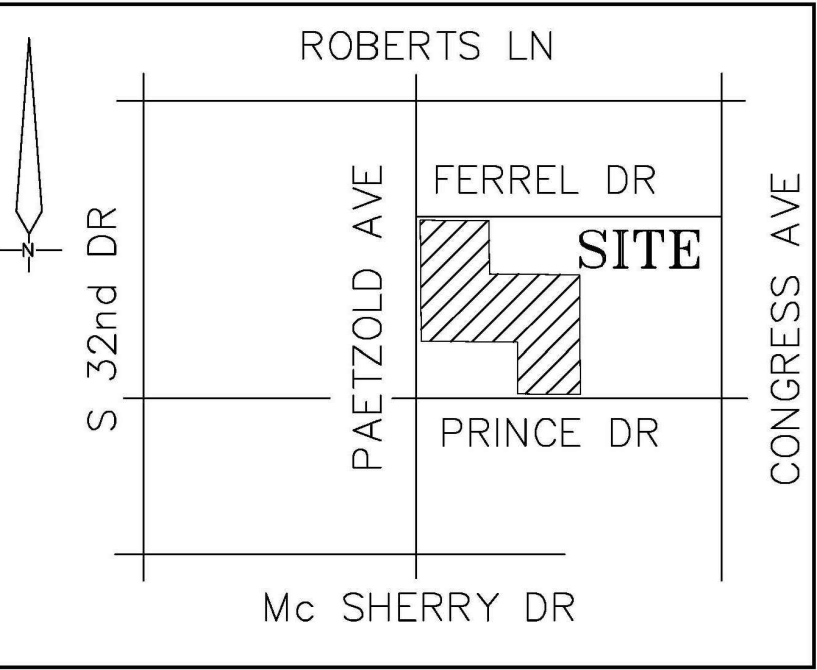
PARKING DATA:

PROPOSED USES (FLEX SPACE)			
USE	UNITS	PARKING RATE	REQUIRED PARKING
MULTI-FAMILY RESIDENTIAL	19 UNITS	2.5 SP./UNIT	47.5 SPACES
GUEST PARKING		25% OF REQ'D	12 SPACES
TOTAL PARKING REQUIRED:			60 SPACES
TOTAL PARKING PROVIDED:			*60 SPACES
HANDICAP SPACES REQ'D.:			**1 SPACE
HANDICAP SPACES PROV.:			1 SPACE
*INCLUDES 1 SPACE WITHIN EACH GARAGE			
**BASED ON REQUIRED GUEST SPACES			

WAIVER CHART

WAIVER	WAIVER SUBJECT	CODE SECTION	REQUIRED	PROPOSED	DEVIATION
①	FRONT SETBACK	SEC. 34-766(7)	25'	20'	5'
②	MIN. LOT AREA	SEC. 34-1064(c)	3 ACRES	1.62 ACRES	1.38 ACRES
③	MIN. LOT AREA PER D/U (21 D/U'S)	SEC. 34-766(1)	8,857 S.F.	3,360 S.F.	5,497 S.F.

LOCATION MAP



REVISIONS

REV	DATE	DESCRIPTION
1	---	---
2	---	---
3	---	---
4	---	---
5	---	---
6	---	---
7	---	---
8	---	---
9	---	---
10	---	---

BARDEZ

5048 POINTE EMERALD LANE, BOCA RATON, FL 33486
(0) 561-465-5949 | (e) nbarnett@bardezco.com

PROJECT DESCRIPTION

PRINCE PLACE
ADDRESS: 3075 PRINCE DRIVE, PALM SPRINGS
PCN(S): 70-43-44-30-01-098-0030, -0040, AND -0053
PREPARED FOR: PRINCETON COURT LLC

E-CERTIFICATION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY NOEL A. BARNETT, PE ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CERTIFICATION

DATE: 06-01-2022
NOEL BARNETT
PROFESSIONAL ENGINEER
FL LICENSE NO. 72006
FL BUSINESS C.A. NO.: 32223

SHEET TITLE

SITE PLAN

SHEET ID

C-2.1



Village of Palm Springs

Prince Place

 Property Boundary

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

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



Roberts Ln

Ferrell Dr

Paetzold Dr

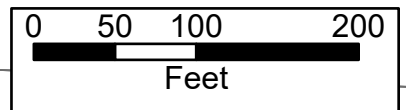
Prince Dr

McSherry Dr

70434430010980030

70434430010980040

70434430010980053



Village of Palm Springs

Prince Place

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.

-  Parcels
-  Property Boundary

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



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #22: (Quasi-Judicial Hearing) Resolution No. 2023-17 - Approve Proposed Mural Permit Application - Shutter Up Windows and Doors - 1042 South Congress Avenue

SUMMARY: Kobosko Properties LLC (property and business owner) is requesting approval of a permit to paint two (2) mural signs with the art of native Florida wildlife scenes on the west and south sides of the building located at 1042 South Congress Avenue, which is visible from the public right-of-way. The business "Shutter up Windows and Doors," located on the property, is a design center and showroom that will border Congress Avenue and Palmarita Road.

The property developed with a commercial structure located on the northeast corner of South Congress Avenue and Palmarita Road within the CRA Congress Avenue District. The applicant proposes a mural on both facades facing each public right-of-way. A mural would be on the west side of the building wall facing Congress Avenue. The second would be on the south wall of the building facing Palmarita Road.

The proposed murals are colorful drawings of Florida wildlife and storm weather representing Shutter Up Windows and Doors:

- The West elevation of the building: 546 square feet is proposed, which represents 45% of the building wall. The mural depicts 3 dolphins, a turtle, an octopus, a lobster, and some other fishes.
- The South elevation of the building: 546 square feet is proposed, which represents 23% of the building wall. The mural depicts a drawing of the world showing Florida and a coming storm with some flowers and the Florida flag.

The Village's Code, Section 34-295 Mural permits; purpose; application; review; issuance; fees; provides that the Village Council will review a mural permit application based on the following:

1. The mural will enhance the aesthetic beauty of the area and is compatible (in terms of size, location, design, etc.) with the structure on which it will be displayed as well as the surrounding neighborhood.
2. The mural has balance, order and symmetry, and harmony in the design.
3. The material will not require excessive maintenance by its owner.
4. There are no more than two (2) murals on the premises and the size of each is not greater than 550 square feet.
5. There are no other murals within 1,000 feet of the proposed art forms.
6. The proposed mural is located within a commercial zone district.

Note: The proposed murals will be painted by Sami Makela with an exterior UV clear coat, and lifetime warranty hold. This premium quality and protective durable finish resists fading, cracking, peeling, and the formation of mildew on the surface. Regular maintenance is key.

If approved, the proposed murals will be painted and completed within two months of the start date.

The Staff recommends approval of the proposed murals. However, due to the sun and the humid conditions that we consistently experience in southeastern Florida, the Planning, Zoning, and Building Department staff recommends that all mural permits be conditioned as follows:

The mural(s) shall be maintained in good condition.

Graffiti, denaturation, cracking, color change, and/or fading, as determined by the Police Chief and/or the Planning, Zoning & Building Director, shall require immediate restoration or removal of the artwork within 30 days of written notice from the Village.

Note: If approved, the Village would have the authority to rescind the mural permit and require the applicant to either maintain and/or remove the murals through code enforcement proceedings, if they are not maintained in accordance with the proposed mural permit.

FISCAL IMPACT:

The proposed murals do not have a direct fiscal impact on the Village.

ATTACHMENTS:

1. Proposed Resolution No. 2023-17 Shutter Up Windows and Doors
2. Application and Justification Statement
3. Proposed Mural - Shutter Up Industries, Inc.
4. Aerial and Location Maps
5. Previous Mural Artwork by Proposed Artist - Sami Makela Art & Design

RESOLUTION NO. 2023-17

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION OF KOBOSKO PROPERTIES LLC (“PROPERTY AND BUSINESS OWNER”) OF SHUTTER UP WINDOWS AND DOORS TO PAINT TWO (2) MURAL SIGNS WITH THE ART OF NATIVE FLORIDA WILDLIFE SCENES ON THE WEST AND SOUTH SIDES OF THE BUILDING LOCATED AT 1042 SOUTH CONGRESS AVENUE IN ACCORDANCE WITH SECTION 34-295 VILLAGE CODE OF ORDINANCES; AND ESTABLISH AN EFFECTIVE DATE.

WHEREAS, Kobosko Properties, LLC (“Property and Business Owner”), of Shutter Up Windows and Doors, has submitted an application for a permit to paint (2) murals with the art of Native Florida Wildlife scenes on the West and South elevation of the building located in the Community Redevelopment Agency (CRA) Congress Avenue District at 1042 South Congress Avenue; and

WHEREAS, pursuant to Section 34-295 of the Village Code of Ordinances, upon application by a property owner, the Village Council may, after a quasi-judicial hearing public hearing, authorize the issuance of mural permits where it determines that the murals will not by their size, location, appearance, design, number or manner of display be detrimental to the appearance of the community nor endanger the health, safety and general welfare of the public; are compatible with the buildings located on and the communities they are located in, to reduce traffic hazards and to preserve the right of free speech exercised through the use of murals; and

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

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

Section 1. The Village Council, having received and considered the application of Kobosko Properties LLC for the installation of two (2) murals totaling 546 square feet on the West elevation of the building and 546 square feet on the South elevation of the building located at 1042 South Congress Avenue and the same having been heard in Regular Session on April 13, 2023, and having been otherwise fully apprised of the premises herein, the Village Council as a result of this (denies the said application -

Resolution No. 2023-17 – Two (2) Murals for Shutter Up Windows and Doors

approves the said application - or approves the said application with the conditions attached hereto as “**EXHIBIT “A”** and 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 _____ 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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this **April 13, 2023.**

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200

www.vpsfl.org

VILLAGE OF PALM SPRINGS
PZ&B DEPARTMENT

MAR 02 2023

MURAL SIGN PERMIT APPLICATION

\$500.00 FILING FEE

RECEIVED

**IS THIS APPLICATION A RESULT OF A CODE ENFORCEMENT VIOLATION? YES _____ OR NO ☒ **
IF YES; SUBMIT A COPY OF YOUR ORDER OF FINDING VIOLATION

Property Control No. 70-43-44-08-222-000 Date: 2/28/2023

Type of Permit: Building _____, Plumbing _____, Mechanical _____, Electrical _____

Application No. 202300278

Owner's Name Kobosha Properties LLC Phone 561-876-3193

Owner's Address 1401 Palm Circle Fax _____

City Lake Clarke Shores State FL Zip 33406

Mural Creator Name SAMI MAKEZA Phone 581-607-1908

Address 1106 NK STREET Fax _____

City LAKE WORTH BEACH State FL Zip 33460

Please attach examples of previous work done with references

Location of Mural N (S) / E / (W) WALL(S) OF BUILDING / PERMITER WALL / SIGN / OTHER

Address 1042 S Congress Ave

City Palm Springs State Florida Zip 33406

Legal Description Palm Acres TR NO 2 UNREC LT 3 K/A 8-44-43-S 115.167
Ft N 587 Ft OF W 300 FT OF NW 1/4 OF NW 1/4 (LCS3 W. 50 Ft
S. Congress Ave R/W)

Written Description of Work outdoor mural to beautify building with
native Florida wildlife scenes. Mural on West and South
sides of building - 2 months time from starting date.

Square Footage of proposed Mural 546 ea. Square Footage of Façade 1092

Value of Work \$ 10,000 Permit Fee \$ _____

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and all that work will be performed to meet the standard of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for all LIGHTING AND ELECTRICAL WORK, ETC.

I further acknowledge the following:

- Issuance of a permit is valid for a period of 6 months
- Failure to comply with applicable regulations may result in the revocation of this permit. All work will be performed in accordance with permitted plans.

There may be other restrictions on the use of your property filed in the public records.

To receive credit for any variance, waiver, or agreement pertaining to this property, a copy of the waiver, variance or agreement must be submitted with this application for permit.

NOTICE TO PROPERTY OWNER

PLEASE READ THIS NOTICE CAREFULLY – IT MAY SAVE YOU FROM PAYING TWICE FOR HOME REPAIRS, IMPROVEMENT OR NEW CONSTRUCTION.

FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. IN ORDER TO PROTECT YOURSELF FROM PAYING TWICE, YOU MUST TAKE THE FOLLOWING STEPS:

BEFORE ANY WORK IS DONE BY YOU OR YOUR CONTRACTOR, IMMEDIATELY FILE FOR AND RECORD A NOTICE OF COMMENCEMENT WITH THE OFFICE OF THE CLERK OF THE CIRCUIT COURT. THIS STEP IS REQUIRED BY THE FLORIDA CONSTRUCTION LIEN LAW.

IF YOU HAVE HIRED A CONTRACTOR TO DO THE WORK, MAKE SURE THAT THE CONTRACTOR OBTAINS THE PERMIT. THE CONTRACTOR'S SIGNATURE INDICATES HE OR SHE IS RESPONSIBLE FOR THE WORK, AND IF THE WORK IS NOT PERFORMED ACCORDING TO CODE, THE CITY CAN REQUIRE CORRECTIVE ACTION BY THE PARTY WHO OBTAINED THE PERMIT. FURTHERMORE, IF THE CONTRACTOR IS NOT LICENSED, YOU CAN BE IN VIOLATION OF STATE LAW BY ALLOWING AN UNLICENSED PERSON TO DO THIS WORK.

SINCE YOU OR YOUR CONTRACTOR HAVE APPLIED FOR A BUILDING PERMIT FOR WORK TO BE DONE ON PROPERTY YOU OWN, YOU SHOULD BE AWARE THAT:

ANY PERSON WHO FURNISHED LABOR (A CONTRACTOR, SUBCONTRACTOR OR LABORER) OR SUPPLIES MATERIALS FOR YOUR HOME REPAIR, IMPROVEMENT OR NEW CONSTRUCTION MAY BE ABLE TO FILE A CLAIM (CALLED A LIEN) AGAINST YOU IF HE HAS NOT BEEN PAID BY YOUR CONTRACTOR OR YOU. YOU ARE LIABLE TO SUBCONTRACTORS OR SUPPLIERS IF THEY ARE NOT PAID BY YOUR CONTRACTOR OR YOURSELF.

AT THE COMPLETION OF WORK, REQUIRE THE CONTRACTOR TO GIVE YOU A SWORN NOTARIZED STATEMENT INDICATING ALL BILLS FOR LABOR AND MATERIALS HAVE BEEN PAID OR A LIST NAMING THOSE SUPPLYING LABOR AND MATERIALS THAT HAVE NOT BEEN PAID. ASK FOR THE AFFIDAVIT BEFORE MAKING THE LAST PAYMENT. FOR FURTHER

INFORMATION ON THE FLORIDA CONSTRUCTION LIEN LAW, YOU SHOULD READ CHAPTER 713 OF THE FLORIDA STATUTES. CONTACT YOUR LOCAL CONSUMER PROTECTION AGENCY OR THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (800-435-7352, TOLL FREE) OR CONSULT A PRIVATE ATTORNEY. YOU MAY NEED TO TAKE ADDITIONAL ACTION FOR COMPLETE PROTECTION.

THIS INFORMATION IS PROVIDED AS REQUIRED BY LAW. THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES AND YOUR LOCAL BUILDING PERMIT OFFICE ASSUME NO RESPONSIBILITY IN THIS REGARD, AND FURNISHING THIS INFORMATION DOES NOT IMPLY THAT YOUR CONTRACTOR IS UNRELIABLE.

UNLICENSED CONTRACTORS: NO PERSON SHALL ENGAGE IN BUSINESS OR ACT IN THE CAPACITY OF A CONTRACTOR WITHOUT BEING DULY REGISTERED OR CERTIFIED. ANY PERSON WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR OF THE FIRST DEGREE AND MAY BE PUNISHED BY A PRISON TERM NOT EXCEEDING ONE (1) YEAR AND/OR A FINE NOT TO EXCEED \$1,000 (SECTION 489.127 FLORIDA STATUTES).

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

Signature [Signature]
Owner

The foregoing instrument was acknowledged ☒ before me by means of physical presence

or ☐ online notarization this 09th day of December, 20 22 by Jeremy Kobosko

who is personally known to me, or who has produced personally known as identification.

Jennifer Erin Benfield
Notary Public

Aug 21 2024
My Commission Expires

Signature [Signature]
Contractor

The foregoing instrument was acknowledged ☒ before me by means of physical presence

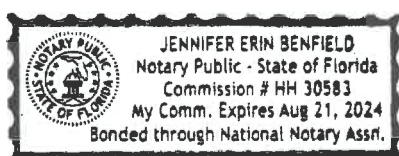
or ☐ online notarization this 11 day of January, 20 23 by Sami Makela

who is personally known to me, or who has produced drivers licence as identification.

J Kobosko
Notary Public

JESSICA KOBOSKO
Notary Public
State of Florida
Comm# HH307279
Expires 8/31/2026
My Commission Expires

APPLICATION APPROVED BY: _____ Permit Officer





The following items need to be submitted with this Sign Permit Application:

- ✓1. Two (2) copies of detailed drawings, drawn to scale, containing complete plans and specifications to show content, color, textures and materials that will comprise the mural and manner of application, including but not limited to an exact picture, graphic or other description.
- ✓2. Description of how the proposed mural will be compatible with the affected property, adjacent properties and the surrounding neighborhood.
- ✓3. A statement regarding the durability and anticipated maintenance of the materials considering the location and positioning of the mural.
- ✓4. The timeline for the completion of the mural.
- ✓5. A list of the names and addresses of, and mailing labels for the owners and occupants of real property bounding and abutting the property where the mural is to be located and the property owners located within 300 feet thereof for purposes of mailing notice of the mural to such persons.

Please Note: Any permit issued shall become invalid unless the work authorized by such permit shall have been commenced within ninety (90) days after the issuance thereof, or if the work authorized by the permit is suspended or abandoned for a period of one (1) month after the time of work is commenced. A mural permit shall expire and become null and void if the mural for which the approval was issued and all conditions imposed in connection with the approval have not been completed within six (6) months of issuance of the mural permit.

ATTENTION

ALL CONSTRUCTION/BUILDING DEBRIS MUST BE REMOVED BY CONTRACTOR/OWNER BUILDER

**A CONSTRUCTION DUMPSTER SHALL BE USED FOR LARGE JOBS AND SUPPLIED BY
REPUBLIC SERVICES OF FLORIDA, LP
(561) 478-9590**

THE VILLAGE OF PALM SPRINGS WILL NOT PICK UP CONSTRUCTION MATERIALS



Items for Submission:
Mural Permit Application
Shutter Up Windows & Doors
1042 S. Congress Avenue
Palm Springs, FL 33406

1. Attached are 2 copies of each mural. One Mural, on the west wall of the building, will face Congress Ave. The second Mural, on the south wall of the building, will face Palmarita Rd.
2. Shutter Up Windows & Doors is a design center and showroom that will border Congress Avenue and Palmarita Road. We are expanding from our current location in Lake worth to become a landmark destination for all hurricane protection needs. We want to be the ultimate destination for all homeowners and professionals. The mural is aesthetically pleasing and represents the great qualities of Florida with a beautiful ocean theme.
3. The murals, with an exterior UV clear coat, and a lifetime warranty hold. This premium quality and protective durable finish resists fading, cracking, peeling and the formation of mildew on the surface. Regular maintenance is key.
4. The Mural should be completed within 2 months of the start date.
5. Obtained from the Property Appraisers office.



50 FT - CONGRESS AVE FACING

39 FT

14 FT

24 FT

MURAL 1
546 SQ FT

100 FT - PALMARITA RD FACING

39 FT

14 FT

24 FT

MURAL 2
546 SQ FT

© SAMI MAKELA





VILLAGE OF PALM SPRINGS

1042 S Congress



Legend

-  1042 S Congress
-  Parcels
-  Village Boundary

Date: 3/28/2023

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

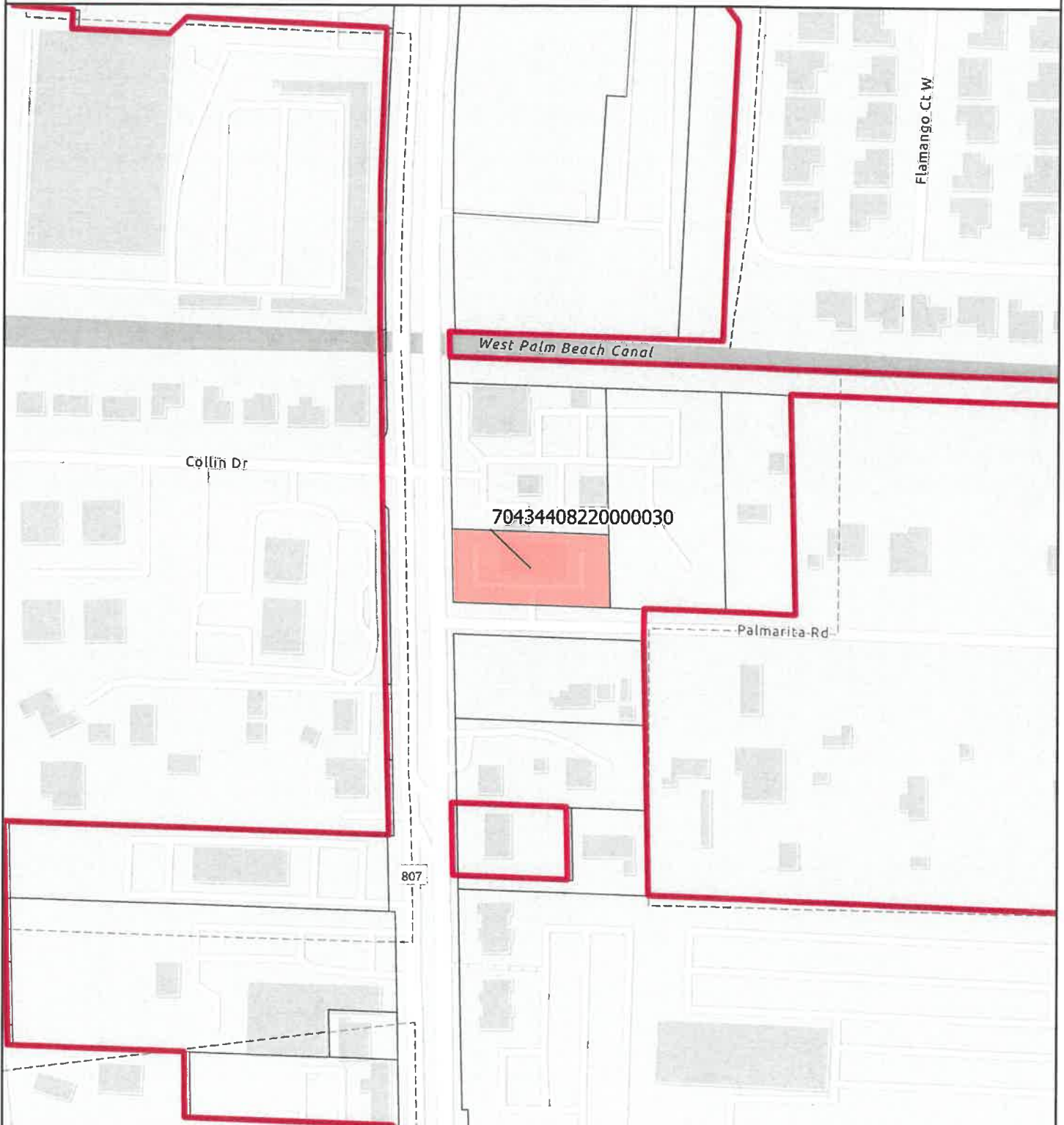
0 250
Feet

 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

1042 S Congress



Legend

-  1042 S Congress
-  Parcels
-  Village Boundary

Date: 3/28/2023

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

0 250
Feet

 Florida Technical Consultants

Sami Makela Art & Design

1106 N "G" Street, Lake Worth, FL 33460

561-667-1908

samiartist@gmail.com

References

Luxury Illumination Palm Beach

561.629.5418

Lake Worth CRA

561.493.2550

Hedrick Brothers Construction

561.689. 8880

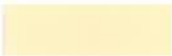
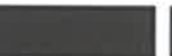
Sciame Homes Palm Beach

561 318.5048

VABI Lynn Fields

941.483.6103

SAMI MAKELA PANTONE MURAL COLORS

PMS 712	PMS 713	PMS 714	PMS 715	PMS 716	PMS 717	PMS 718
						
PMS 719	PMS 720	PMS 721	PMS 722	PMS 723	PMS 724	PMS 725
						
PMS 726	PMS 727	PMS 728	PMS 729	PMS 730	PMS 731	PMS 732
						
Yellow 2X	PMS 116 2X	PMS 130 2X	PMS 165 2X	Warm Red 2X	PMS 1788 2X	PMS 1852 2X
						
PMS 485 2X	Rubine Red 2X	Rhodamine Red 2X	PMS 239 2X	Purple 2X	PMS 2592 2X	Violet 2X
						
Reflex Blue 2X	Process Blue 2X	PMS 299 2X	PMS 306 2X	PMS 320 2X	PMS 327 2X	Green 2X
						
PMS 354 2X	PMS 368 2X	PMS 375 2X	PMS 382 2X	PMS 471 2X	PMS 464 2X	PMS 433 2X
						
Black 2	Black 3	Black 4	Black 5	Black 6	Black 7	Black 2 2X
						
Black 3 2X	Black 4 2X	Black 5 2X	Black 6 2X	Black 7 2X	PMS 801	PMS 802
						
PMS 803	PMS 804	PMS 805	PMS 806	PMS 807	PMS 801 2X	PMS 802 2X
						
PMS 803 2X	PMS 804 2X	PMS 805 2X	PMS 806 2X	PMS 807 2X	PMS 808	PMS 809
						
PMS 810	PMS 811	PMS 812	PMS 813	PMS 814	PMS 808 2X	PMS 809 2X
						







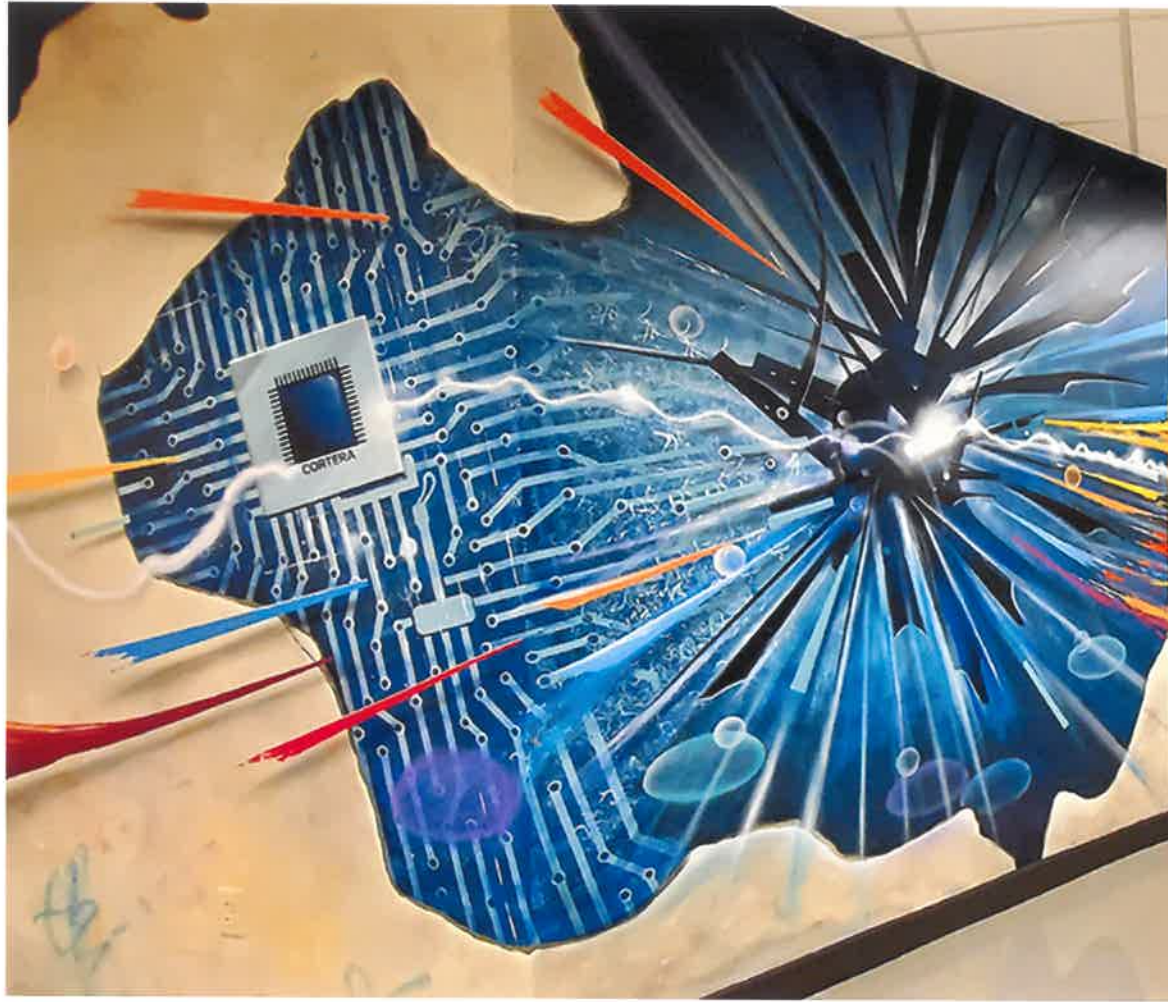
SYNTEESI HOUSE

















Product information | TECHNICAL DATA SHEET

MTN 94. Solid Colors. Matt paint, low pressure, high coverage and fast drying times.
400 ml, 11 Oz, 312 g.

GENERAL DESCRIPTION

This is a spray paint with a matt finish. It is made with next generation modified alkyd resins and has been developed to meet the highest demands from the graffiti and fine arts market, and is also adaptable to the needs of interior and exterior decoration. Designed and formulated with the highest quality products, with the focus always being on color consistency, fast drying, and without forgetting respect for the user and the environment. Its name is in honor of the year in which the company was founded.

FEATURES

- Low pressure.
- Fast drying.
- Good hardening.
- Excellent flexibility.
- Strong resistance to scratching once the film is polymerized.
- Does not contain lead nor other heavy metals.
- Good covering capability.
- Color durability.
- Easy to apply and repaint.
- Very good resistance to the sun and rain.
- Very good resistance to UV light (see chart).

INSTRUCTIONS FOR USE

- Shake the aerosol well before using, approximately for one minute after hearing the sound of the mixer.
- Apply to clean, dry surfaces. On rusty metallic surfaces remove rust with a wire brush and prepare an anti-rust primer if considered necessary. Apply an anchor layer on plastics and polyesters.
- For best results apply in thin layers. Three thin layers are always better than one thick one, and may be repainted within fifteen minutes with the same paint.
- Turn the aerosol upside down to clean out the valve after use.
If the nozzle becomes blocked replace it with a new one.
- Never apply to equipment that is plugged in and use in well ventilated areas.
- Request safety datasheets.

PHYSICAL PROPERTIES

Low pressure:	Polyvalent female valve
Propellant:	Butane / Propane / Mix
Type of liant:	Modified alkyd
Color:	See chart
Shine 60° (ASTM D-523 ISO 2813):	15-25% matt
Dry to the touch (ASTM D-1640 ISO 1517):	10'
Completely dry (ASTM D-1640 ISO 1517):	24 h
Thickness of dry layer (ASTM D-823 ISO 2808):	15 micras/layer
Adherence (ASTM D-3359 ISO 2409):	0 B
Theoretical yield (continuous painting):	3 m² for 400 ml
Thinner:	Ethyl acetate
Product life:	(Well Stored) 10 Years
Condition for application:	Minimum room temperature 8°C Surface temperature 5°C a 50°C Max humidity 85% R.H.P
Heat resistance of paint:	100°C

* All of the adherence tests have been carried out on iron plates.

APPLICATIONS

Due to the product's features we recommend its use in precision jobs and given its matt finish and thus its anti-reflective qualities, we would especially recommend it for photographic and artistic jobs. May also be used in:

- DIY
- Gardening
- Transport
- Fine arts
- Graffiti
- Sign painting
- Plumbing
- Industry
- Muralism

APPEARANCE



LABEL



CAP SYSTEM



CAUTION





REGAL® SELECT EXTERIOR PAINT - HIGH BUILD LOW LUSTRE FINISH N401

Features

- Excellent hiding
- Dries quickly
- Low temperature application down to 40 °F (4.4 °C)
- Excellent color retention
- Self priming
- Lifetime Warranty (see label for details)
- Durable finish resists fading, cracking, peeling and the formation of mildew on the surface of the film.

Recommended For

A premium exterior 100% acrylic paint recommended for wood, hardboard, fiber cement, cedar shake, vinyl and aluminum siding; unglazed brick, concrete, stucco, cinder block, and primed metal.

General Description

A premium quality, high build, self priming, 100% acrylic latex formula engineered for optimum hide. It adheres powerfully to exterior substrates and provides advanced mildew and stain resistance. With easy application by brush, roller or spray, this coating offers excellent flow and leveling and delivers an extremely durable, protective finish.

Limitations

- Do not apply when air and surface temperatures are below 40 °F (4.4 °C).
- Not for interior use

Product Information

Colors — Standard:

White (01)

— Tint Bases:

Benjamin Moore® Gennex® bases 1X, 2X, 3X,4X

— Special Colors:

Contact your Benjamin Moore Representative

Certifications & Qualifications:

VOC compliant in all regulated areas

Master Painters Institute MPI # 15, 315
Wind driven rain ASTM D6904
(1 coat 608 masonry primer/1coat N401): Pass: 0.023 lb weight gain.
Alkali resistance ASTM D1308
(1 coat 608 masonry primer/1coat N401): Pass
Mildew resistance ASTM D3273: pass: No growth.
Mildew resistance test ASTM D3274: Pass, no growth.
Water vapor permeance ASTM D1653: 38.36 perms
Flexibility ASTM D522: Pass (no cracking)
Tensile strength ASTM D2370: 674 psi, 167% elongation

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer. For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

Pastel Base

Vehicle Type	100% Acrylic Latex	
Pigment Type	Titanium Dioxide	
Volume Solids	43.0%	
Coverage per Gallon at Recommended Film Thickness	250 – 350 sq. ft. (23.2 – 32.5 sq. m.)	
Recommended Film Thickness	– Wet	5.3 mils
	– Dry	2.3 mils
Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.		
Dry Time @ 77 °F (25 °C) @ 50% RH	– To Touch	1 Hour
	– To Recoat	4 Hours
Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.		
Dries By	Evaporation, Coalescence	
Viscosity	105 ± 3 KU	
Flash Point	N/A	
Gloss / Sheen	Low Lustre (10-15 @ 60°)	
Surface Temperature at Application	– Min.	40 °F (4.4 °C)
	– Max	100 °F (37.7 °C)
Thin With	See Chart	
Clean Up Thinner	Clean Water	
Weight Per Gallon	11.2 lbs	
Storage Temperature	– Min.	40 °F (4.4 °C)
	– Max	95 °F (35 °C)

Volatile Organic Compounds (VOC)

40 Grams/Liter .33 Lbs./Gallon

◇Reported values are for Pastel Base. Contact Benjamin Moore for values of other bases or colors

Regal® Select Exterior Paint High Build Low Lustre Finish N401

Surface Preparation

Surfaces must be clean, dry and free of oil, grease, wax, rust, mildew, chalk and loose or scaling paint. Cement based water proofing paints should be removed. Glossy surfaces must be dulled. Un-weathered areas such as eaves, porch ceilings, overhangs and protected wall areas should be washed with a Benjamin Moore® Clean (N318) and rinsed with a strong stream of water from a garden hose or power washer to remove contaminants that can interfere with proper adhesion. Stains from mildew must be removed by cleaning with Benjamin Moore® Clean (N318) prior to coating the surface. **Caution:** Refer to the (N318) Clean technical data and material safety data sheets for instructions on its proper use and handling.

All new masonry surfaces must be power washed or brushed thoroughly with stiff fiber bristles to remove loose particles. New masonry substrates must be allowed to cure for 30 days before priming or painting. Poured or pre-cast concrete with a very smooth surface should be etched or abraded to promote adhesion, after removing all form release agents and curing compounds.

Difficult Substrates: Benjamin Moore® offers a number of specialty primers for use over difficult substrates such as bleeding woods, grease stains, crayon markings, hard glossy surfaces, or other substrates where paint adhesion or stain suppression is a particular problem. Your Benjamin Moore® retailer can recommend the right problem-solving primer for your special needs.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Informational Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead

Primer/Finish Systems

Regal® Select High Build Low Lustre Finish is self priming on most properly prepared substrates, including: wood, fiber cement board, hardboard, nonferrous metals and cured masonry surfaces. On bare substrates two coats are required; previously painted surfaces can be finished with 1 or 2 coats. **Special Note:** Certain custom colors require a Deep Color Base Primer tinted to a special prescription formula to achieve the desired color. Consult your retailer.

Wood and Engineered Wood Products:

Primer: No primer needed

Finish: 2 coats Regal® Select Exterior Paint High Build Low Lustre Finish (N401)

Bleeding Type Woods, (Redwood and Cedar):

Primer: Fresh Start® Exterior Wood Primer (094) or 1-2 coats of Fresh Start® High-Hiding All Purpose Primer (046) may be used
Finish: 1 or 2 coats Regal® Select Exterior Paint High Build Low Lustre Finish (N401)

Vinyl Siding & Vinyl Composite

Note: Do not paint vinyl siding or trim darker than the original color.

Primer: Fresh Start® High-Hiding All Purpose Primer (046)

Primer: Fresh Start® Multi-Purpose Latex Primer (N023)

Finish: 1 or 2 coats Regal® Select Exterior Paint High Build Low Lustre Finish (N401)

Rough or Pitted Masonry:

Primer: Ultra Spec® Masonry Interior/Exterior Hi-Build Block Filler (571)

Finish: 1 or 2 coats Regal® Select Exterior Paint High Build Low Lustre Finish (N401)

Poured or Pre-cast Concrete and Fiber Cement Siding:

Primer: No primer needed

Finish: 2 coats Regal® Select Exterior Paint High Build Low Lustre Finish (N401)

Ferrous Metal (Steel and Iron):

Primer: Ultra Spec® HP Acrylic Metal Primer (HP04) or Super Spec HP® Alkyl Metal Primer (P06)

Finish: 1 or 2 coats Regal® Select Exterior Paint High Build Low Lustre Finish (N401)

Non-Ferrous Metal (Galvanized & Aluminum): All new metal surfaces must be thoroughly cleaned with Corotech® Oil & Grease Emulsifier (V600) to remove contaminants. New shiny non-ferrous metal surfaces that will be subject to abrasion should be dulled with very fine sandpaper or a synthetic steel wool pad to promote adhesion

Primer: No primer needed.

Finish: 2 coats Regal® Select Exterior Paint High Build Low Lustre Finish (N401)

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Stir thoroughly before and during use. Apply one or two coats.

Paint Application: For best results, use a premium Benjamin Moore® custom-blended nylon/polyester brush, premium Benjamin Moore® roller, or a similar product. Apply paint generously from unpainted area into wet area. This product can also be sprayed. Refer to the chart below for application recommendations.

Thinning/Clean Up

Conditioning with Benjamin Moore® 518 Extender may be necessary under certain conditions to adjust open time or spray characteristics.

The chart below is for general guidance

	Mild Conditions	Severe Conditions
	Humid (RH> 50%) with no direct sunlight & with little to no wind	Dry (RH<50%), in direct sunlight, or windy conditions
Brush: Nylon / Polyester	No thinning necessary	Add 518 Extender or water: Max of 8 fl. oz. to a gallon of paint Never add other paints or solvents.
Roller: Premium Quality		
Spray: Airless Pressure: 1500 -2500 psi Tip: 0.013-0.017		

Clean Up: Clean up with warm soapy water. Spray equipment should be given a final rinse with mineral spirits to prevent rusting if compliant with local requirements.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency on disposal options.**

Environmental, Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL – Absorb with inert material and dispose of as specified under "Clean Up".

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for
additional health and safety information.**

PRIMER USED IN THIS PROJECT



ULTRA SPEC® MASONRY INTERIOR/EXTERIOR 100% ACRYLIC SEALER 608

Features

- Reduces the porosity of masonry surfaces.
- Provides excellent surface adhesion.
- Tintable.
- High alkali resistant – up to pH-13.

General Description

Ultra Spec® Masonry Interior/Exterior 100% Acrylic Sealer is designed to penetrate and seal the surface of new or previously painted masonry surfaces providing the proper foundation for subsequent finish coats. It can be applied to masonry and plaster surfaces with pH levels as high as 13.

Recommended For

- For commercial and residential applications
- For application to new or previously painted masonry and plaster surfaces including; tilt-up concrete construction, stucco surfaces and block construction.

Limitations

- Do not apply when air and surface temperatures are below 50 °F (10 °C).

Product Information

Colors — Standard:

White (01), Clear (00)

(White may be tinted with up to 2.0 fl. oz. of Benjamin Moore® Gennex® colorants per gallon.)

— Tint Bases:

Not available

— Special Colors:

Contact your Benjamin Moore representative

Certifications & Qualifications:

VOC compliant in all regulated areas

Qualifies for LEED® v4 Credit
Qualifies for CHPS low emitting credit
(Collaborative for High Performance Schools)
CDPH v1 Emission Certified
Master Painters Institute MPI # 3, 3 X-Green™
Water vapor permeance (breathability) ASTM D1693: 46.5 Perms

Technical Assistance

Available through your local authorized independent Benjamin Moore retailer.
For the location of the retailer nearest you, call 1-866-708-9180 or visit www.benjaminmoore.com

Technical Data◇

White

Vehicle Type 100% Acrylic Latex

Pigment Type N/A

Volume Solids 17.8%

Coverage per Gallon at Recommended Film Thickness 200 – 400 Sq. Ft.

Recommended Film Thickness
– Wet 5.3 mils
– Dry 0.95 mils

Depending on surface texture and porosity. Be sure to estimate the right amount of paint for the job. This will ensure color uniformity and minimize the disposal of excess paint.

Dry Time @ 77 °F (25 °C) @ 50% RH
– To Touch 1 Hour
– To Recoat 4 Hours

Painted surfaces can be washed after two weeks. High humidity and cool temperatures will result in longer dry, recoat and service times.

Dries By Evaporation, Coalescence

Viscosity 94 ± 2 KU

Flash Point None

Gloss / Sheen Semi-Gloss (45 - 65 @ 60°)
Gloss/Sheen will vary due to surface texture and porosity

Surface Temperature at Application
– Min. 50 °F
– Max. 90 °F

Thin With Clean Water

Clean Up Thinner Clean Water

Weight Per Gallon 8.5 lbs

Storage Temperature
– Min. 40 °F
– Max. 90 °F

Volatile Organic Compounds (VOC)

46 Grams/Liter .67 Lbs./Gallon

◇ Reported values are for White. Contact Benjamin Moore for values of other bases or colors

Surface Preparation

Surface must be dry, clean, and sound; free of chalk, peeling paint, form oils, efflorescence, and mildew. Remove chalk, surface deposits, and loose or scaling paint by scraping, sanding, and preferably power washing.

Glossy areas should be dulled. Un-weathered areas must be power washed or scrubbed with a detergent solution and rinsed to remove surface salts that can interfere with adhesion. Loose, sandy masonry should be hosed down thoroughly to remove surface particles and allowed to dry.

For masonry that has been allowed to cure for a minimum of 7 days under normal drying conditions and has a pH of 13 or less may be sealed with Ultra Spec® Masonry Interior/Exterior 100% Acrylic Sealer (608) prior to finishing.

A common exterior paint failure on masonry construction is peeling and scaling, often caused by painting over chalk deposits. The most practical and efficient way to remove this substance is by power washing. Multiple coats of paint that are in an advanced state of deterioration or prior applications of cement based coatings must be removed to a sound substrate.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. **LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE.** Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Primer/Finish Systems

New surfaces should be fully primed, and previously painted surfaces may be primed or spot primed as necessary.

Rough or Pitted Masonry:

Primer: Ultra Spec® Masonry Interior/Exterior 100% Acrylic Sealer (608)

Finish: Appropriate Benjamin Moore® exterior house paint, or use Ultra Spec® Masonry Elastomeric Waterproof Coating - Low Lustre (360), Flat (359)

Smooth Poured or Precast Concrete & Fiber Cement Siding:

Primer: Ultra Spec® Masonry Interior/Exterior 100% Acrylic Sealer (608)

Finish: Appropriate Benjamin Moore® exterior house paint, or use Ultra Spec® Masonry Elastomeric Waterproof Coating — Low Lustre (0360) or Flat (0359)

Cured Plaster:

Primer: Ultra Spec® Masonry Interior/Exterior 100% Acrylic Sealer (608)

Finish: Appropriate Benjamin Moore® finish coat

Repaint, All Substrates: Prime bare areas with the primer recommended for the substrate above.

Application

Do not apply when air and surface temperatures are below 50 °F (10 °C).

Brush: Stir thoroughly and apply generously as received in the container with a good quality synthetic brush. Work into crevices to ensure adequate penetration and sealing.

Roller: Stir thoroughly and apply generously as received in the container with a good quality long-nap roller. Work into crevices to ensure adequate penetration and sealing.

Spray, Airless: Fluid Pressure — 1,000 to 2,000 PSI;

Tip—.013—.017 Orifice

Thinning/Clean up

Thinning is unnecessary, but if required to obtain desired application properties, a small amount of clean water may be added. Never add other paints or solvents. Clean up with warm soapy water. Spray equipment should be given a final rinse with mineral spirits to prevent rusting.

USE COMPLETELY OR DISPOSE OF PROPERLY. Dry, empty containers may be recycled in a can recycling program. **Local disposal requirements vary; consult your sanitation department or state-designated environmental agency for more information on disposal options.**

Environmental, Health & Safety Information

Use only with adequate ventilation. Do not breathe spray mist or sanding dust. Ensure fresh air entry during application and drying. Avoid contact with eyes and prolonged or repeated contact with skin. Avoid exposure to dust and spray mist by wearing a NIOSH approved respirator during application, sanding and clean up. Follow respirator manufacturer's directions for respirator use. Close container after each use. Wash thoroughly after handling.



WARNING Cancer and Reproductive Harm—
www.P65warnings.ca.gov

FIRST AID: In case of eye contact, flush immediately with plenty of water for at least 15 minutes; for skin, wash thoroughly with soap and water. If symptoms persist, seek medical attention. If you experience difficulty breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical attention immediately.

IN CASE OF SPILL: — Absorb with inert material and dispose of as specified under **Thinning/Clean up**.

**KEEP OUT OF REACH OF CHILDREN
PROTECT FROM FREEZING**

**Refer to Safety Data Sheet for additional
health and safety information**



SAFETY DATA SHEET

Revision Date: 02-Nov-2020

Revision Number: 5

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name	BENJAMIN MOORE ULTRA SPEC MASONRY INTERIOR/EXTERIOR 100% ACRYLIC MASONRY SEALER CLEAR
Product Code	60800
Alternate Product Code	60800
Product Class	SEALER
Color	Clear
Recommended use	Base coating
Restrictions on use	No information available

Manufacturer
Benjamin Moore & Co.
101 Paragon Drive
Montvale, NJ 07645
Phone: 1-866-708-9180
www.benjaminmoore.com

Emergency Telephone
CHEMTREC: +1 703-741-5970 / 1-800-424-9300
+1 703-527-3887 (outside US & Canada)

2. HAZARDS IDENTIFICATION

Classification

This chemical is not considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Label elements

Not a hazardous substance or mixture according to the Globally Harmonized System (GHS)

Appearance liquid

Odor little or no odor

Hazards not otherwise classified (HNOC)

Not applicable

Other information

No information available

WARNING: This product contains isothiazolinone compounds at levels of <0.1%. These substances are biocides commonly found in most paints and a variety of personal care products as a preservative. Certain individuals may be sensitive or allergic to these substances, even at low levels.

3. COMPOSITION INFORMATION ON COMPONENTS

This product contains no hazardous components present at reportable quantities.

4. FIRST AID MEASURES

General Advice	No hazards which require special first aid measures.
Eye Contact	Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.
Skin Contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes.
Inhalation	Move to fresh air. If symptoms persist, call a physician.
Ingestion	Clean mouth with water and afterwards drink plenty of water. Consult a physician if necessary.
Most Important Symptoms/Effects	None known.
Notes To Physician	Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Protective equipment and precautions for firefighters	As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.
Specific Hazards Arising From The Chemical	Closed containers may rupture if exposed to fire or extreme heat.
Sensitivity to mechanical impact	No
Sensitivity to static discharge	No
Flash Point Data	
Flash point (°F)	Not applicable
Flash Point (°C)	Not applicable

Method

Not applicable

Flammability Limits In Air

Lower flammability limit:

Not applicable

Upper flammability limit:

Not applicable

NFPA

Health: 1

Flammability: 0

Instability: 0

Special: Not Applicable

NFPA Legend

0 - Not Hazardous

1 - Slightly

2 - Moderate

3 - High

4 - Severe

The ratings assigned are only suggested ratings, the contractor/employer has ultimate responsibilities for NFPA ratings where this system is used.

Additional information regarding the NFPA rating system is available from the National Fire Protection Agency (NFPA) at www.nfpa.org.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions

Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.

Other Information

Prevent further leakage or spillage if safe to do so.

Environmental precautions

See Section 12 for additional Ecological Information.

Methods for Cleaning Up

Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

7. HANDLING AND STORAGE

Handling

Avoid contact with skin, eyes and clothing. Avoid breathing vapors, spray mists or sanding dust. In case of insufficient ventilation, wear suitable respiratory equipment.

Storage

Keep container tightly closed. Keep out of the reach of children.

Incompatible Materials

No information available

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Limits

No exposure limits have been established for this product.

Legend

Engineering Measures

Ensure adequate ventilation, especially in confined areas.

Personal Protective Equipment

Eye/Face Protection	Safety glasses with side-shields.
Skin Protection	Protective gloves and impervious clothing.
Respiratory Protection	In case of insufficient ventilation wear suitable respiratory equipment.

Hygiene Measures	Avoid contact with skin, eyes and clothing. Remove and wash contaminated clothing before re-use. Wash thoroughly after handling.
------------------	--

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	liquid
Odor	little or no odor
Odor Threshold	No information available
Density (lbs/gal)	8.45 - 8.55
Specific Gravity	1.01 - 1.03
pH	No information available
Viscosity (cps)	No information available
Solubility(ies)	No information available
Water solubility	No information available
Evaporation Rate	No information available
Vapor pressure	No information available
Vapor density	No information available
Wt. % Solids	15 - 25
Vol. % Solids	15 - 25
Wt. % Volatiles	75 - 85
Vol. % Volatiles	75 - 85
VOC Regulatory Limit (g/L)	<100
Boiling Point (°F)	212
Boiling Point (°C)	100
Freezing point (°F)	32
Freezing Point (°C)	0
Flash point (°F)	Not applicable
Flash Point (°C)	Not applicable
Method	Not applicable
Flammability (solid, gas)	Not applicable
Upper flammability limit:	Not applicable
Lower flammability limit:	Not applicable
Autoignition Temperature (°F)	No information available
Autoignition Temperature (°C)	No information available
Decomposition Temperature (°F)	No information available
Decomposition Temperature (°C)	No information available
Partition coefficient	No information available

10. STABILITY AND REACTIVITY

Reactivity	Not Applicable
Chemical Stability	Stable under normal conditions.
Conditions to avoid	Prevent from freezing.

Incompatible Materials	No materials to be especially mentioned.
Hazardous Decomposition Products	None under normal use.
Possibility of hazardous reactions	None under normal conditions of use.

11. TOXICOLOGICAL INFORMATION

Product Information

Information on likely routes of exposure

Principal Routes of Exposure Eye contact, skin contact and inhalation.

Acute Toxicity

Product Information No information available

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms No information available

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Eye contact	May cause slight irritation.
Skin contact	Substance may cause slight skin irritation. Prolonged or repeated contact may dry skin and cause irritation.
Inhalation	May cause irritation of respiratory tract.
Ingestion	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.
Sensitization	No information available
Neurological Effects	No information available.
Mutagenic Effects	No information available.
Reproductive Effects	No information available.
Developmental Effects	No information available.
Target organ effects	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Other adverse effects	No information available.
Aspiration Hazard	No information available

Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document

Component Information

Chronic Toxicity

Carcinogenicity

There are no known carcinogenic chemicals in this product above reportable levels.

12. ECOLOGICAL INFORMATION

Ecotoxicity Effects

The environmental impact of this product has not been fully investigated.

Product Information

Acute Toxicity to Fish

No information available

Acute Toxicity to Aquatic Invertebrates

No information available

Acute Toxicity to Aquatic Plants

No information available

Persistence / Degradability

No information available.

Bioaccumulation

No information available.

Mobility in Environmental Media

No information available.

Ozone

No information available

Component Information

Acute Toxicity to Fish

No information available

Acute Toxicity to Aquatic Invertebrates

No information available

Acute Toxicity to Aquatic Plants

No information available

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method

Dispose of in accordance with federal, state, and local regulations. Local requirements may vary, consult your sanitation department or state-designated environmental protection agency for more disposal options.

14. TRANSPORT INFORMATION

DOT

Not regulated

ICAO / IATA Not regulated

IMDG / IMO Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA: United States Yes - All components are listed or exempt.

DSL: Canada Yes - All components are listed or exempt.

Federal Regulations

SARA 311/312 hazardous categorization

Acute health hazard	No
Chronic Health Hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

None

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product contains the following HAPs:

None

US State Regulations

California Proposition 65



WARNING: Cancer and Reproductive Harm– www.P65warnings.ca.gov

State Right-to-Know

Chemical name	Massachusetts	New Jersey	Pennsylvania
Ethanol, 2-phenoxy-		X	X

Legend

X - Listed

16. OTHER INFORMATION

HMIS - **Health:** 1 **Flammability:** 0 **Reactivity:** 0 **PPE:** -

HMIS Legend

- 0 - Minimal Hazard
- 1 - Slight Hazard
- 2 - Moderate Hazard
- 3 - Serious Hazard
- 4 - Severe Hazard
- * - Chronic Hazard

X - Consult your supervisor or S.O.P. for "Special" handling instructions.

Note: The PPE rating has intentionally been left blank. Choose appropriate PPE that will protect employees from the hazards the material will present under the actual normal conditions of use.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on MSDSs under 29 CFR 1910.1200, the preparer, has chosen to provide them. HMIS® ratings are to be used only in conjunction with a fully implemented HMIS® program by workers who have received appropriate HMIS® training. HMIS® is a registered trade and service mark of the NPCA. HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Prepared By Product Stewardship Department
Benjamin Moore & Co.
101 Paragon Drive
Montvale, NJ 07645
800-225-5554

Revision Date: 02-Nov-2020
Revision Summary Not available

Disclaimer

The information contained herein is presented in good faith and believed to be accurate as of the effective date shown above. This information is furnished without warranty of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determination of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees. Any use of this data and information must be determined by the user to be in accordance with applicable federal, provincial, and local laws and regulations.

End of Safety Data Sheet



SAFETY DATA SHEET

Revision Date: 05-Mar-2020

Revision Number: 4

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name	REGAL SELECT EXTERIOR HIGH BUILD LOW LUSTRE FINISH BASE 1
Product Code	N4011X
Alternate Product Code	N4011X
Product Class	Water thinned paint
Color	All
Recommended use	Paint
Restrictions on use	No information available

Manufacturer
Benjamin Moore & Co.
101 Paragon Drive
Montvale, NJ 07645
Phone: 1-866-708-9180
www.benjaminmoore.com

Emergency Telephone
CHEMTREC (US): 800-424-9300
CHEMTREC (outside US): (703)-527-3887

2. HAZARDS IDENTIFICATION

Classification

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Germ cell mutagenicity	Category 1B
Reproductive toxicity	Category 1B

Label elements

Danger

Hazard statements

May cause genetic defects
May damage fertility or the unborn child



Appearance liquid

Odor little or no odor

Precautionary Statements - Prevention

Obtain special instructions before use

Do not handle until all safety precautions have been read and understood

Use personal protective equipment as required

Precautionary Statements - Response

IF exposed or concerned: Get medical advice/attention

Precautionary Statements - Storage

Store locked up

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

Not applicable

Other information

No information available

3. COMPOSITION INFORMATION ON COMPONENTS

Chemical name	CAS No.	Weight-%
Titanium dioxide	13463-67-7	20 - 25
Nepheline syenite	37244-96-5	5 - 10
Diatomaceous earth	61790-53-2	1 - 5
Silica amorphous	7631-86-9	1 - 5
Sodium C14-C16 olefin sulfonate	68439-57-6	0.1 - 0.5
Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester	10605-21-7	0.1 - 0.5

4. FIRST AID MEASURES

General Advice

If symptoms persist, call a physician. Show this safety data sheet to the doctor in attendance.

Eye Contact

Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.

Skin Contact

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes.

Inhalation

Move to fresh air. If symptoms persist, call a physician.

Ingestion

Clean mouth with water and afterwards drink plenty of water. Consult a physician if necessary.

Most Important

None known.

Symptoms/Effects

Notes To Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Protective equipment and precautions for firefighters	As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.
Specific Hazards Arising From The Chemical	Closed containers may rupture if exposed to fire or extreme heat.
Sensitivity to mechanical impact	No
Sensitivity to static discharge	No
Flash Point Data	
Flash point (°F)	Not applicable
Flash Point (°C)	Not applicable
Method	Not applicable
Flammability Limits In Air	
Lower flammability limit:	Not applicable
Upper flammability limit:	Not applicable

NFPA Health: 2 Flammability: 0 Instability: 0 Special: Not Applicable

NFPA Legend

0 - Not Hazardous
1 - Slightly
2 - Moderate
3 - High
4 - Severe

The ratings assigned are only suggested ratings, the contractor/employer has ultimate responsibilities for NFPA ratings where this system is used.

Additional information regarding the NFPA rating system is available from the National Fire Protection Agency (NFPA) at www.nfpa.org.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions	Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.
Other Information	Prevent further leakage or spillage if safe to do so.
Environmental precautions	See Section 12 for additional Ecological Information.
Methods for Cleaning Up	Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

7. HANDLING AND STORAGE

Handling	Avoid contact with skin, eyes and clothing. Avoid breathing vapors, spray mists or sanding dust. In case of insufficient ventilation, wear suitable respiratory equipment.
Storage	Keep container tightly closed. Keep out of the reach of children.
Incompatible Materials	No information available

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Limits

Chemical name	ACGIH TLV	OSHA PEL
Titanium dioxide	TWA: 10 mg/m ³	15 mg/m ³ - TWA
Diatomaceous earth	N/E	- 20 mppcf - TWA
Silica amorphous	N/E	20 mppcf - TWA

Legend

ACGIH - American Conference of Governmental Industrial Hygienists Exposure Limits

OSHA - Occupational Safety & Health Administration Exposure Limits

N/E - Not Established

Engineering Measures	Ensure adequate ventilation, especially in confined areas.
-----------------------------	--

Personal Protective Equipment

Eye/Face Protection	Safety glasses with side-shields.
Skin Protection	Protective gloves and impervious clothing.
Respiratory Protection	Use only with adequate ventilation. In operations where exposure limits are exceeded, use a NIOSH approved respirator that has been selected by a technically qualified person for the specific work conditions. When spraying the product or applying in confined areas, wear a NIOSH approved respirator specified for paint spray or organic vapors.

Hygiene Measures	Avoid contact with skin, eyes and clothing. Remove and wash contaminated clothing before re-use. Wash thoroughly after handling.
-------------------------	--

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	liquid
Odor	little or no odor
Odor Threshold	No information available
Density (lbs/gal)	10.8 - 11.4
Specific Gravity	1.29 - 1.37
pH	No information available
Viscosity (cps)	No information available
Solubility(ies)	No information available
Water solubility	No information available
Evaporation Rate	No information available

Vapor pressure	No information available
Vapor density	No information available
Wt. % Solids	50 - 60
Vol. % Solids	40 - 50
Wt. % Volatiles	40 - 50
Vol. % Volatiles	50 - 60
VOC Regulatory Limit (g/L)	< 50
Boiling Point (°F)	212
Boiling Point (°C)	100
Freezing point (°F)	32
Freezing Point (°C)	0
Flash point (°F)	Not applicable
Flash Point (°C)	Not applicable
Method	Not applicable
Flammability (solid, gas)	Not applicable
Upper flammability limit:	Not applicable
Lower flammability limit:	Not applicable
Autoignition Temperature (°F)	No information available
Autoignition Temperature (°C)	No information available
Decomposition Temperature (°F)	No information available
Decomposition Temperature (°C)	No information available
Partition coefficient	No information available

10. STABILITY AND REACTIVITY

Reactivity	Not Applicable
Chemical Stability	Stable under normal conditions.
Conditions to avoid	Prevent from freezing.
Incompatible Materials	No materials to be especially mentioned.
Hazardous Decomposition Products	None under normal use.
Possibility of hazardous reactions	None under normal conditions of use.

11. TOXICOLOGICAL INFORMATION

Product Information

Information on likely routes of exposure

Principal Routes of Exposure Eye contact, skin contact and inhalation.

Acute Toxicity

Product Information No information available

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms No information available

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Eye contact	May cause slight irritation.
Skin contact	Substance may cause slight skin irritation. Prolonged or repeated contact may dry skin and cause irritation.
Inhalation	May cause irritation of respiratory tract.
Ingestion	Ingestion may cause gastrointestinal irritation, nausea, vomiting and diarrhea.
Sensitization	No information available
Neurological Effects	No information available.
Mutagenic Effects	Suspected of causing genetic defects.
Reproductive Effects	May damage fertility or the unborn child.
Developmental Effects	No information available.
Target organ effects	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Other adverse effects	No information available.
Aspiration Hazard	No information available

Numerical measures of toxicity

The following values are calculated based on chapter 3.1 of the GHS document

ATEmix (oral)	41218 mg/kg
ATEmix (dermal)	163105 mg/kg

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Titanium dioxide 13463-67-7	> 10000 mg/kg (Rat)	-	-
Silica amorphous 7631-86-9	= 7900 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 2.2 mg/L (Rat) 1 h
Sodium C14-C16 olefin sulfonate 68439-57-6	= 2220 mg/kg (Rat)	> 740 mg/kg (Rabbit)	-
Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester 10605-21-7	> 5050 mg/kg (Rat) = 6400 mg/kg (Rat)	> 10000 mg/kg (Rabbit) = 2 g/kg (Rat) = 8500 mg/kg (Rabbit)	-

Chronic Toxicity

Carcinogenicity

The information below indicates whether each agency has listed any ingredient as a carcinogen:.

Chemical name	IARC	NTP	OSHA
Titanium dioxide	2B - Possible Human Carcinogen		Listed

• Although IARC has classified titanium dioxide as possibly carcinogenic to humans (2B), their summary concludes: "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium dioxide is bound to other materials, such as paint."

Legend

IARC - International Agency for Research on Cancer
NTP - National Toxicity Program
OSHA - Occupational Safety & Health Administration

12. ECOLOGICAL INFORMATION

Ecotoxicity Effects

The environmental impact of this product has not been fully investigated.

Product Information

Acute Toxicity to Fish

No information available

Acute Toxicity to Aquatic Invertebrates

No information available

Acute Toxicity to Aquatic Plants

No information available

Persistence / Degradability

No information available.

Bioaccumulation

No information available.

Mobility in Environmental Media

No information available.

Ozone

No information available

Component Information

Acute Toxicity to Fish

Titanium dioxide

LC50: > 1000 mg/L (Fathead Minnow - 96 hr.)

Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester

LC50: 1.5 mg/L (Rainbow Trout - 96 hr.)

Acute Toxicity to Aquatic Invertebrates

Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester

LC50: 0.22 mg/L (water flea - 48 hr.)

Acute Toxicity to Aquatic Plants

No information available

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method

Dispose of in accordance with federal, state, and local regulations. Local requirements may vary, consult your sanitation department or state-designated environmental protection agency for more disposal options.

14. TRANSPORT INFORMATION

DOT Not regulated

ICAO / IATA Not regulated

IMDG / IMO Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA: United States Yes - All components are listed or exempt.

DSL: Canada Yes - All components are listed or exempt.

Federal Regulations

SARA 311/312 hazardous categorization

Acute health hazard	No
Chronic Health Hazard	Yes
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

None

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product contains the following HAPs:

None

US State Regulations

California Proposition 65



WARNING: Cancer and Reproductive Harm– www.P65warnings.ca.gov

State Right-to-Know

Chemical name	Massachusetts	New Jersey	Pennsylvania
Titanium dioxide	X	X	X
Diatomaceous earth		X	

Silica amorphous	X		X
Carbamic acid, 1H-benzimidazol-2-yl-, methyl ester		X	

Legend

X - Listed

16. OTHER INFORMATION

HMIS - **Health: 2*** **Flammability: 0** **Reactivity: 0** **PPE: -**

HMIS Legend

- 0 - Minimal Hazard
1 - Slight Hazard
2 - Moderate Hazard
3 - Serious Hazard
4 - Severe Hazard
* - Chronic Hazard

X - Consult your supervisor or S.O.P. for "Special" handling instructions.

Note: The PPE rating has intentionally been left blank. Choose appropriate PPE that will protect employees from the hazards the material will present under the actual normal conditions of use.

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on MSDSs under 29 CFR 1910.1200, the preparer, has chosen to provide them. HMIS® ratings are to be used only in conjunction with a fully implemented HMIS® program by workers who have received appropriate HMIS® training. HMIS® is a registered trade and service mark of the NPCA. HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Prepared By Product Stewardship Department
Benjamin Moore & Co.
101 Paragon Drive
Montvale, NJ 07645
800-225-5554

Revision Date:	05-Mar-2020
Revision Summary	Not available

Disclaimer

The information contained herein is presented in good faith and believed to be accurate as of the effective date shown above. This information is furnished without warranty of any kind. Employers should use this information only as a supplement to other information gathered by them and must make independent determination of suitability and completeness of information from all sources to assure proper use of these materials and the safety and health of employees. Any use of this data and information must be determined by the user to be in accordance with applicable federal, provincial, and local laws and regulations.

End of Safety Data Sheet



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #23: (Second Reading/ Quasi-Judicial Hearing) Ordinance No. 2023-02 - Voluntary Annexation
- 2873 Forest Hill Boulevard

SUMMARY: Pursuant to Village annexation objectives, discussions have been ongoing with the property owner regarding the benefits of annexation. The subject property proposed to be annexed is generally located east of South Congress Avenue, west of South Florida Mango Road, and on the north side of Forest Hill Boulevard.

The property owner, Mr. Geoffrey Jervis and Mr. Vito Monteleone, has requested voluntary annexation of their property into the Village of Palm Springs in accordance with Section 171.044, Florida Statutes.

The 0.3013 acre property is currently being developed with a 2,400 sf commercial building and the applicants have the intention of combining the property with two other properties and re-developing the property with a modern car wash facility in the near future. A proposed village land use and zoning designation will be assigned under a separate ordinance following the annexation process.

The Village Staff finds the annexation to be in compliance with Chapter 171, Florida Statutes, as the proposed annexation is compact and contiguous to the Village boundaries per statutory annexation criteria. The subject property is located within the Village's adopted future annexation area and is within the Palm Beach County utility service area. It is located adjacent to the Congress Avenue District of the Palm Springs CRA. The annexation will facilitate the assemblage of parcels and the redevelopment of the self-serve car wash property.

Palm Beach County issued a letter on February 7, 2023, indicating that there are no concerns with the annexation and that the proposed annexation is consistent with the Florida Statutes and policies in the County's Comprehensive Plan.

The Planning & Zoning Board considered the proposed annexation during their February 14, 2023 meeting and recommended approval.

Ordinance No. 2023-02 was advertised in the Lake Worth Herald on February 2, and March 2, 2023.

The proposed ordinance was approved by the Village Council on First Reading at the March 9, 2023 meeting and is being presented for consideration of the Second and Final reading.

FISCAL IMPACT:

The assessed value of the property is \$323,468 and will contribute to the village's overall property value. If approved and constructed, it will further contribute to the village's overall property values.

ATTACHMENTS:

1. Ordinance No. 2023-02 - 2873 Forest Hill Boulevard - Annexation
2. Exhibit "A" Property Spreadsheet
3. Voluntary Annexation Application
4. Palm Beach County Annexation Information Sheet
5. PBC Letter Confirming County's Annexation Review Process
6. Aerial and Location Maps
7. Meadow Park Homeowners Signatures - Mint Eco Car Wash

ORDINANCE NO. 2023-02
(VOLUNTARY ANNEXATION)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING ONE PARCEL OF LAND, TOTALING 0.3013 ACRES, OWNED BY GEOFFREY JERVIS & VITO ("VIC") MONTELEONE; LOCATED AT 2873 FOREST HILL BOULEVARD, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR AN AMENDMENT TO THE CORPORATE LIMITS OF THE VILLAGE OF PALM SPRINGS TO INCLUDE THE SUBJECT PROPERTY IN THE VILLAGE'S OFFICIAL BOUNDARAY MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Geoffrey Jervis & Vito ("Vic") Monteleone ("the Petitioner(s)") are the owners, of the property located at 2873 Forest Hill Boulevard, and more particularly described in **Exhibit "A"** ("the subject property"), attached hereto and made a part hereof ("the subject property"), and

WHEREAS, the Petitioners have by written petition requested the voluntary annexation of the subject property into the corporate limits of the Village of Palm Springs; and

WHEREAS, the subject property hereinafter described is reasonably compact and contiguous to the corporate limits of the Village of Palm Springs, thus making the said petition for annexation appropriate at this time; and

WHEREAS, the Village of Palm Springs has been authorized to annex lands in accordance with Section 171.044 of the Florida Statutes; and

WHEREAS, the Village of Palm Springs Planning & Zoning Board has held a duly authorized public hearing on **February 14, 2023** on the annexation petition and has recommended approval of same; and

WHEREAS, the Village Council, has considered the Petitioners' request for annexation and has also considered the recommendation of the Village staff and Planning and Zoning Board; and

WHEREAS, the Council of the Village of Palm Springs further finds that the proposed annexation of the subject property is in the best interest of the citizens of the Village of Palm Springs, and is in accordance with State and local law; and

WHEREAS, the Village Council has determined that granting the request for voluntary annexation serves a valid public purpose.

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

Section 1. Findings. The Village Council finds the above statements are true and correct, and serve as a basis for consideration of this ordinance; that said lands are contiguous and reasonably compact with the corporate limits of the Village of Palm Springs, create no enclaves, pockets or finger areas in serpentine patterns and otherwise meets all of the requirements set forth in section 171.043, Florida Statutes, for annexation. Further, the Village can effectively provide police, and sanitary services to said lands, all in compliance with the terms and requirements of Chapter 171, Florida Statutes, and the Village of Palm Springs Code.

Section 2. Annexation. The Village Council has determined that development of said lands upon annexation shall be in accordance with the regulatory requirements of Palm Beach County, until such time as the Village adopts a Comprehensive Land Use Plan amendment and it becomes effective. That the parcel of land more particularly described in **Exhibit "A"**, is hereby annexed into and shall be within the corporate limits of the Village of Palm Springs, Florida, and that same shall henceforth be a part of said

Village as if said lands were originally a part of the Village of Palm Springs.

Section 3. Directions to the Village Clerk. The Village Clerk is hereby authorized to cause the boundaries as to set forth in the Village Charter to be amended and codified. The Village Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, pursuant to Section 2.01, Village Charter, the Florida Department of State, and the Florida Department of Economic Opportunity.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____ 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Exhibit “A”

Exhibit "A"

<u>OWNER NAME</u>	<u>PBC L/U</u>	<u>ZONING</u>	<u>ADDRESS</u>	<u>Street</u>	<u>PCN #</u>	<u>ACRES</u>	<u>Site Devl</u>	<u>Assd Value</u>	<u>FI Zone</u>	<u>Zip Code</u>
Geoffrey Jervis & Vito ("Vic") Monteleone	Commercial High -3	Commercial General	2873	Forest Hill Boulevard	00-434408150050061	0.3013	Commercial building 2,400 s.f.	\$323,468.00	X	33406

0.3013

\$323,468.00



APPLICATION FOR VOLUNTARY ANNEXATION

Property Owner(s)/Agent*: Geoffrey Jervis & Vito ("Vic") Monteleone

*If corporation or other business entity, the name of the officer or person who maintains authority to represent and execute application.

Address (Property Location): 2873 Forest Hill Blvd

Address (Correspondence)*: 4121 Northlake Blvd Ste A, Palm Beach Gardens, FL, 33410

*All agendas, letters, and other materials will be mailed.

Property Tax #*: See Attached Survey

*May attached legal description as separate sheet.

Existing Use: Commercial Estimated Household population/occupancy: 7 employees

PBC Land Use: Commercial PBC Zoning: CG General Commercial

OWNER'S AUTHORIZATION

Under the provisions for Voluntary Annexation, Florida Statutes 171.044, requires that the application for annexation must bear the signature of the owner/agent of the property. The authority authorizing a person other than the owner to sign the application must be attached and accompany this application (refer to attached affidavit).

It is understood by the property owner/agent that by signing this agreement is hereby providing written consent to the Stormwater Management Assessment and any other Assessment Fees levied by the Village pursuant to its ordinances and Florida Statutes, Chapters 170 and 197. This consent is a written covenant running with the land. This agreement shall be recorded in the Public Records of Palm Beach County, Florida. The property owner/agent and all subsequent transferees, grantees, heirs, successors, and assigns of the property owner shall be bound by this written consent to the Stormwater Management Assessment Fees levies by the Village pursuant to its ordinances and Florida Statutes, Chapters 170 and 197.

The property owner/agent agrees that this Application for Voluntary Annexation into the Village of Palm Springs shall be irrevocable by the property owner/agent, their heirs and assigns, and it shall be binding on any future assigns and/or purchasers. It is the property owner's/agent's intent that this Application for Voluntary Annexation shall be binding on all successor title holders of said property.

Owner/Agent: Geoffrey Jervis

Printed

Signature

Owner/Agent: Vito ("Vic") Monteleone

Printed

Signature

Street Address: 316 SOUTHERN BOULEVARD

West Palm Beach, FL, 33405

316 SOUTHERN BOULEVARD

Street Address

West Palm Beach, FL, 33405

City, State, Zip Code

917-547-4801

Telephone #

Fax #

City, State, Zip Code

412-670-8558

Telephone #

Fax #

geoff.jervis@mintecocarwash.com

Email Address

vic.monteleone@mintecocarwash.com

Email Address

STATE OF Florida, COUNTY OF Palm Beach **NOTARY**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of November, 2022 by Geoffrey Jarvis & Vito Montekone, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement 

Name of officer taking acknowledgement--typed, printed or stamped Alexandra Pattee

Title or rank Notary Public Serial number HH291432

Voluntary Annexation form 10-14-2022



ALEXANDRA PATTEE
Notary Public
State of Florida
Comm# HH291432
Expires 7/24/2026

**Palm Beach County
Annexation Information Sheet**

Please submit the following information regarding each proposed annexation:

Annexation Name	Geoffrey Jervis & Vito (“Vic”) Monteleone-Voluntary Annexation
Annexation Type	Voluntary
Acres	0.3013 acres (1 parcels)
Location	2873 Forest Hill Boulevard
Existing Use	Tire sales
Proposed Use	Car wash
County Future Land Use	Commercial High-3
County Zoning	Commercial General
City Future Land Use	Commercial
City Zoning	Commercial General
First Reading (<i>if known</i>)	March 9, 2023
Second Reading (<i>if known</i>)	April 13, 2023
Ordinance Num. (<i>if known</i>)	Ord No. 2023-02
Location Map	(Attached)
Parcel Control Number	00434408150050061



**Department of Planning,
Zoning & Building**

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb

**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor

Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



February 7, 2023

Iramis Cabrera
Planning, Zoning, & Building Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: Proposed Annexation Forest Hill Blvd #2873, 2023-70-001

Dear Ms. Cabrera:

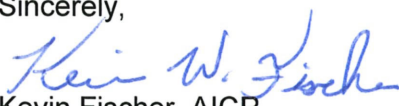
Thank you for providing the County advance notice and the opportunity to review the annexation summarized below.

Name	Description
Forest Hill Blvd #2873	Acres: 0.30
	Location: North side of Forest Hill Blvd, east of Congress Ave.
2023-70-001	1st Reading: 3/9/2023 2nd Reading: 4/13/2023

The proposed annexation was processed through the County's Annexation Review Process. County staff and service delivery agencies reviewed the proposed annexation. After review, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes. There are no County owned and maintained roads affected by this annexation. The proposed annexation is located within the County's Urban Redevelopment Area (URA) and not in a Primary Redevelopment Area (PRA). The County Office of Community Revitalization (OCR) recommends that residents of the Meadow Park CCRT area be informed of the annexation. The Department of Engineering requests that the ultimate right-of-way plus expanded intersection be protected, as Forest Hill Boulevard has an ultimate right-of-way of 110 feet and sits within the expanded intersection of Forest Hill Boulevard and Congress Avenue. Also, please note that the property is a portion of two platted lots that may need to be legally combined.

The County remains consistent in our efforts to work cooperatively with municipalities toward annexation. Please contact the following staff for questions: URA, Ed Nessenthaler at 561-233-5328; OCR, Audley Reid at 561-233-5567; Engineering Department, Tammy Lee at 561-684-4012. For any other comments or questions, please contact me at 561-233-5467 or Khurshid Mohyuddin, Principal Planner, at 561-233-5351.

Sincerely,


Kevin Fischer, AICP
Planning Director

cc: The Honorable Michael A. Barnett, District 3 Commissioner Michael Bornstein, Village Manager, Palm Springs
Patrick Rutter, Assistant County Administrator Khurshid Mohyuddin, Principal Planner, PBC
Ramsay Bulkeley, Esq., PZ&B Executive Director Ed Nessenthaler, Senior Planner, PBC
Whitney Carroll, Esq., AICP, Deputy Director, PZ&B Audley Reid, Senior Planner, OCR PBC
Jeff Gagnon, AICP, Deputy Planning Director, PBC Tammy Lee, Engineering Dept., PBC
Darren Leiser, Assistant County Attorney



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd Annexation



- Legend
- Proposed Parcel
 - Parcels
 - Village Boundary

Date: 11/17/2022
When Printed on 8 1/2" x 11"
1 inch equals 150 feet

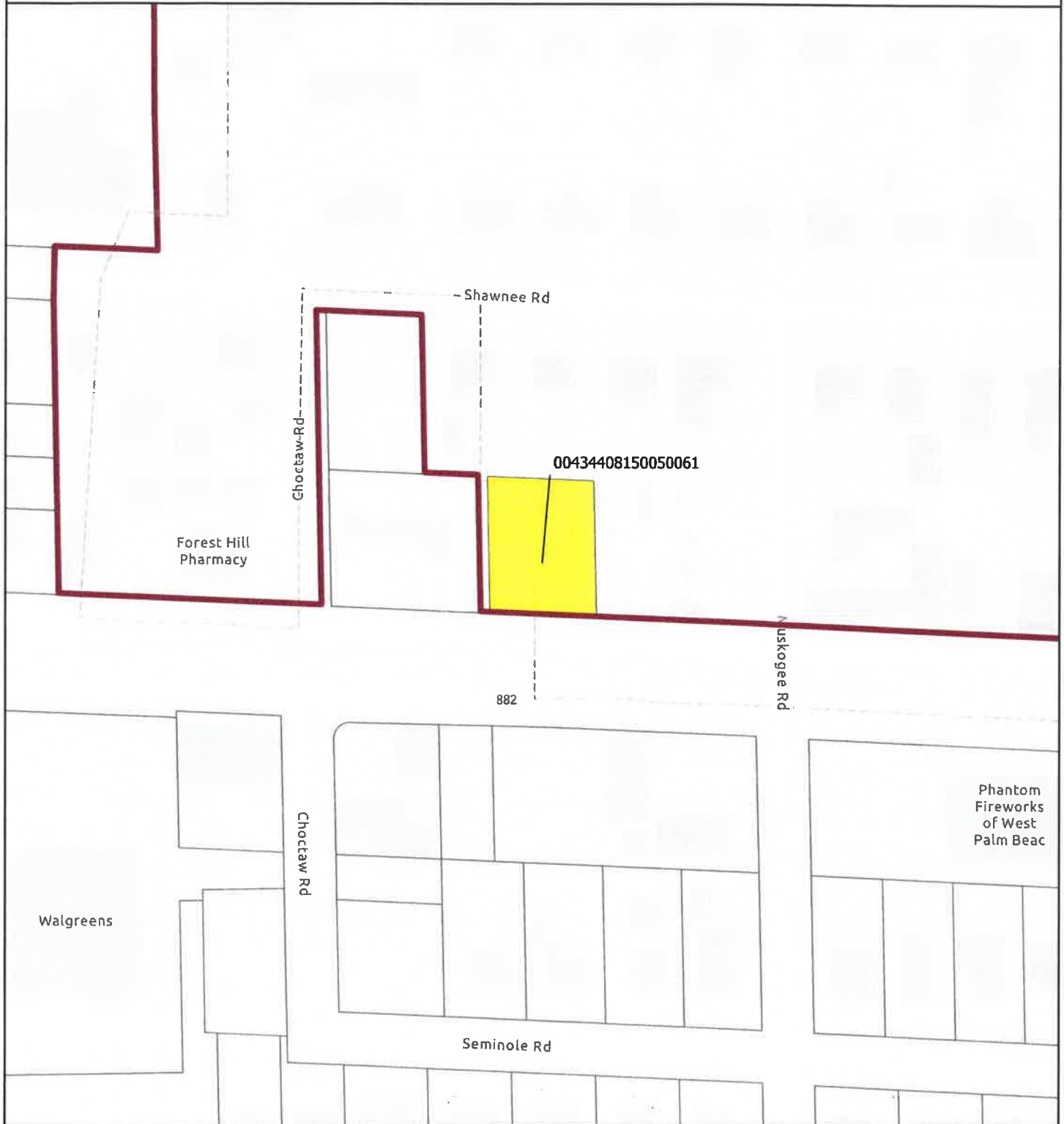


Florida Technical Consultants



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd Annexation



Legend

- Proposed Parcel
- Parcels
- Village Boundary

Date: 11/17/2022
When Printed on 8 1/2" x 11"
1 inch equals 150 feet



Florida Technical Consultants

Do Not want Car Wash - Mint Etc
Built @ Shawnee Road, Choctaw Road,
Forest Hill Blvd.
Shawnee Road:

① Amanda Wilde

② Chris Bicki

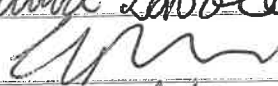
③ Connie Sears

④ George Griffith

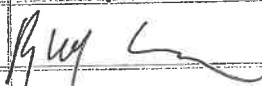
⑤ Karen Craig

⑥ Albert Craig

⑦ Olivia Lawless

⑧ 

⑨ Dan Lopez

⑩ 

⑪ Constance F. Georgic

⑫ 

⑬ Jane Nepil

Meadow Park Area -

Unincorporated PALM BEACH COUNTY

Historic - 1949

02/14/23

The below-signed residents of the Meadow Park subdivision, in unincorporated Palm Beach County, hereby declare that we are opposed to the expansion of the Eco Mint Car Wash, with exits of cars located on both Choctaw Road and Shawnee Road. We do not wish to have even more traffic on our neighborhood streets, as this will not be good for our neighborhood, nor will it be safe for our children and pets.

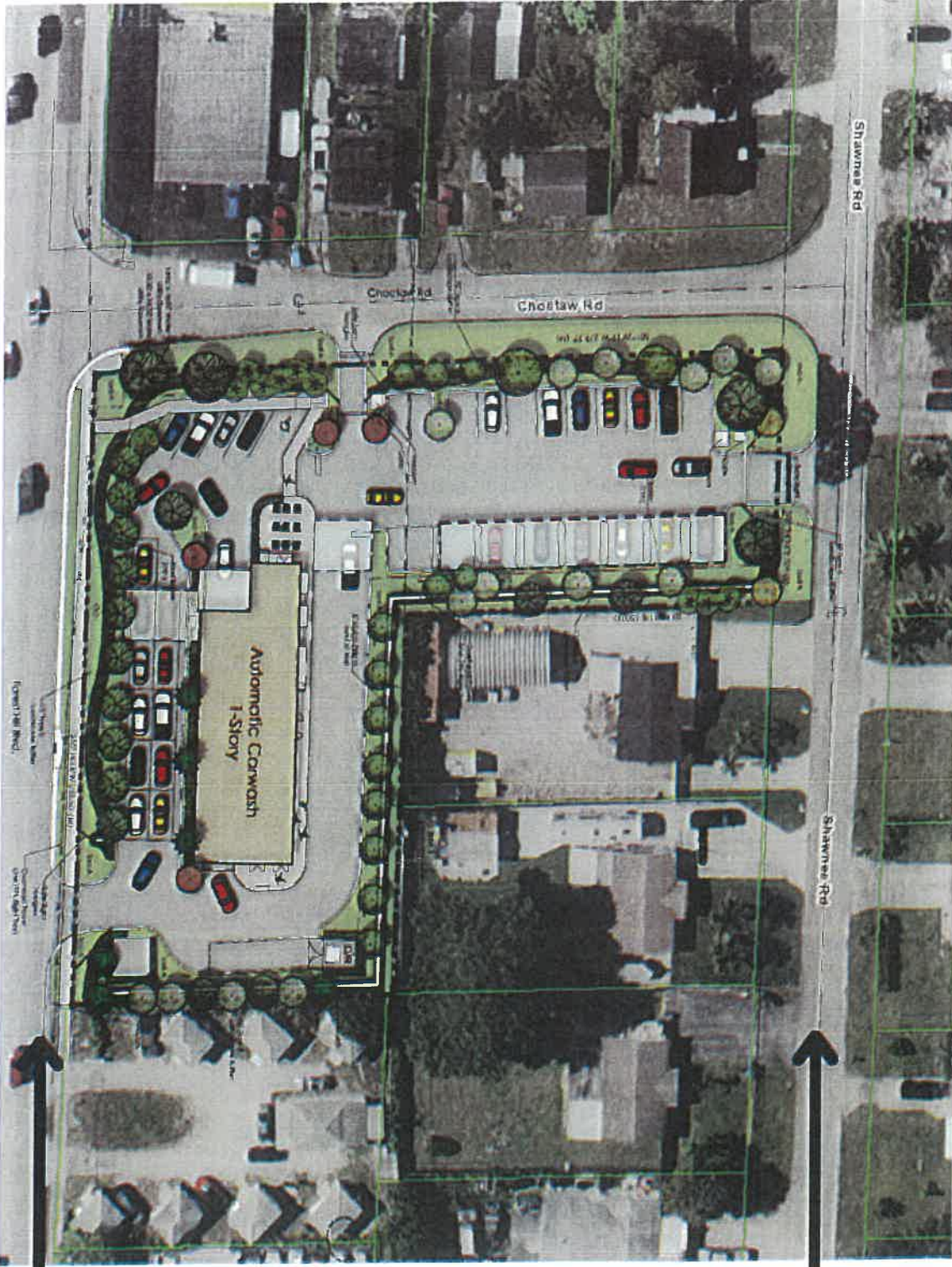
- ① Lois Lewis - Lois Lewis
- ② Michael Lewis - ~~Michael~~
- ③ Darrel Lewis - ~~Darrel~~
- ④ COREY THOMPSON
- ⑤ Steven Conklin
- ⑥ GEOFFREY F. NEWTON ①⑨
- ⑦ DAVID J. FUYER ②⑦
- ⑧ Thomas J. Foy
- ⑨ Cheryl Cradley
- ⑩ Stacy Cradley
- ⑪ Michael Watson
- ⑫ June Dushin
- ⑬ ~~Tell~~
- ⑭ ~~Michael Smith~~
- ⑮ Wayne Smith
- ⑯ ~~Shirley~~
- ⑰ ~~Albert~~
- ⑱ ~~John~~

02/14/23

The below-signed residents of the Meadow Park subdivision, in unincorporated Palm Beach County, hereby declare that we are opposed to the expansion of the Eco Mint Car Wash, with exits of cars located on both Choctaw Road and Shawnee Road. We do not wish to have even more traffic on our neighborhood streets, as this will not be good for our neighborhood, nor will it be safe for our children and pets.

- ① Lydia R. Runkle
- ② Day a. Miller
- ③ Sandra @ Man
- ④ Andrew Schmitt
- ⑤ [Signature]
- ⑥ Darrell Jaghagambie
- ⑦ [Signature]
- ⑧ Colleen Hanes
- ⑨ Eugene Hanes
- ⑩ Robert Z. Goldstein
- ⑪ Erica Verble
- ⑫ John Meadows
- ⑬ Brian Bush
- ⑭ [Signature]
- ⑮ Monica [Signature]
- ⑯ Lucas Runkle
- ⑰ [Signature]
- ⑱ [Signature]
- ⑲ Maylin Bundy

02/14/23



Shawnee Road

Proposed Site Plan for New
Mint Eco Car Wash at 2877
Forest Hill Boulevard in Palm
Springs

Current Use: Wayne's Wash
(Closed) & JR's Discount Tire

Forest Hill Boulevard



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #24: Ordinance No. 2023-03 - Land Use and Rezoning (Small-Scale) - 2873 Forest Hill Boulevard

SUMMARY: The proposed ordinance would amend the land use and zoning designation for the 0.3013-acre property located at 2873 Forest Hill Boulevard, which is being considered for voluntary annexation (Ordinance No. 2023-02).

Concurrent with the annexation of the property, the Village is initiating small-scale land use and zoning changes from Palm Beach County designations to Palm Springs designations. The property is less than 50 acres in size (0.3013) and is currently developed with a 2,400 square foot commercial building and is planned for redevelopment with a modern car wash facility.

Existing PBC Future Land Use	Proposed Village Future Land Use	Existing PBC Zoning	Proposed Village Zoning
Commercial High	Commercial	Commercial General (CG)	Commercial General (CG)

Note: This property is located adjacent to the Congress Avenue District of the Palm Springs CRA, and is proposed to be developed as a modern car wash with the assembly of two other properties.

The Planning & Zoning Board considered the proposed ordinance during their February 14, 2023 meeting and recommended approval.

Ordinance No. 2023-03 was advertised in the Lake Worth Herald on February 2, and March 2, 2023.

The Local Planning Agency considered the proposed ordinance during their March 9, 2023 meeting and recommended approval.

The proposed ordinance was approved by the Village Council on first reading at the March 9, 2023 meeting and is being presented for consideration at the second and final reading.

FISCAL IMPACT:

The proposed land use and rezoning amendments are not expected to affect the Village's property tax revenue; however, they will assist in facilitating the development of the property.

ATTACHMENTS:

1. Ordinance No. 2023-03 - Small-Scale Land Use Amendment and Rezoning

2. Exhibit "A" Property Spreadsheet
3. Palm Beach County Information Sheet
4. Palm Beach County Property Appraiser Sheet
5. Proposed FLUM and Zoning map
6. Meadow Park Homeowners Signatures - Mint Eco Car Wash

ORDINANCE NO. 2023-03

(SMALL SCALE LAND USE AMENDMENT & REZONING)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE “SMALL SCALE” COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR 0.3013 ACRES PARCEL LOCATED AT 2873 FOREST HILL BOULEVARD, AND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF “AUTO SALES” TO A VILLAGE FUTURE LAND USE DESIGNATION OF “COMMERCIAL”; FURTHER CHANGING THE ZONING DESIGNATION FROM “COMMERCIAL GENERAL (CG)” DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF “COMMERCIAL GENERAL (CG)” DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use and zoning designations for a parcel less than 50 acres in size (0.3013 acres), which is being considered for voluntary annexation (Ordinance No. 2023-02); and

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

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

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) will consider this item on March 9, 2023, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designation; and

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

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

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

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A**" shall be established as "Commercial" land uses.

Section 3. Zoning. Concurrent with said small-scale land use amendment, the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as "Commercial General (CG)", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in the attached "**Exhibit A**", as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective 31 days after adoption.

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Exhibit "A"

<u>OWNER NAME</u>	<u>PBC L/U</u>	<u>ZONING</u>	<u>ADDRESS</u>	<u>Street</u>	<u>PCN #</u>	<u>ACRES</u>	<u>Site Devl</u>	<u>Assd Value</u>	<u>FI Zone</u>	<u>Zip Code</u>
Geoffrey Jervis & Vito ("Vic") Monteleone	Commercial High -3	Commercial General	2873	Forest Hill Boulevard	00-434408150050061	0.3013	Commercial building 2,400 s.f.	\$323,468.00	X	33406

0.3013

\$323,468.00

**Palm Beach County
Annexation Information Sheet**

Please submit the following information regarding each proposed annexation:

Annexation Name	Geoffrey Jervis & Vito (“Vic”) Monteleone-Voluntary Annexation
Annexation Type	Voluntary
Acres	0.3013 acres (1 parcels)
Location	2873 Forest Hill Boulevard
Existing Use	Tire sales
Proposed Use	Car wash
County Future Land Use	Commercial
County Zoning	Commercial General
City Future Land Use	Commercial
City Zoning	Commercial General
First Reading (<i>if known</i>)	March 9, 2023
Second Reading (<i>if known</i>)	April 13, 2023
Ordinance Num. (<i>if known</i>)	
Location Map	(Attached)
Parcel Control Number	00434408150050061

Location Address 2873 FOREST HILL BLVD**Municipality** UNINCORPORATED**Parcel Control Number** 00-43-44-08-15-005-0061**Subdivision** MEADOW PARK IN**Official Records Book** 33961**Page** 1896**Sale Date** NOV-2022**Legal Description** MEADOW PARK W 1/2 OF LT 6 (LESS S 20 FT FOREST HILL BLVD R/W) & E 1/2 OF LT 7 (LESS S 20 FT FOREST HILL BLVD R/W) BLK 5**Owners**

2877 FOREST HILL OPCO LLC

Mailing address4241 NORTHLAKE BLVD STE A
PALM BEACH GARDENS FL 33410 6235

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2022	\$850,000	33961 / 01896	WARRANTY DEED	2877 FOREST HILL OPCO LLC
JUN-1992	\$127,600	07302 / 01189	WARRANTY DEED	SMYTH EARL F
JAN-1991	\$147,500	06710 / 01642	CERT OF TITLE	

No Exemption Information Available.

Number of Units 0 ***Total Square Feet** 2400 **Acres** 0.3013**Use Code** 2700 - AUTO SALES**Zoning** CG - General Commercial (00-UNINCORPORATED)

Tax Year	2022	2021	2020
Improvement Value	\$68,011	\$55,599	\$53,671
Land Value	\$278,098	\$238,463	\$238,463
Total Market Value	\$346,109	\$294,062	\$292,134

All values are as of January 1st each year

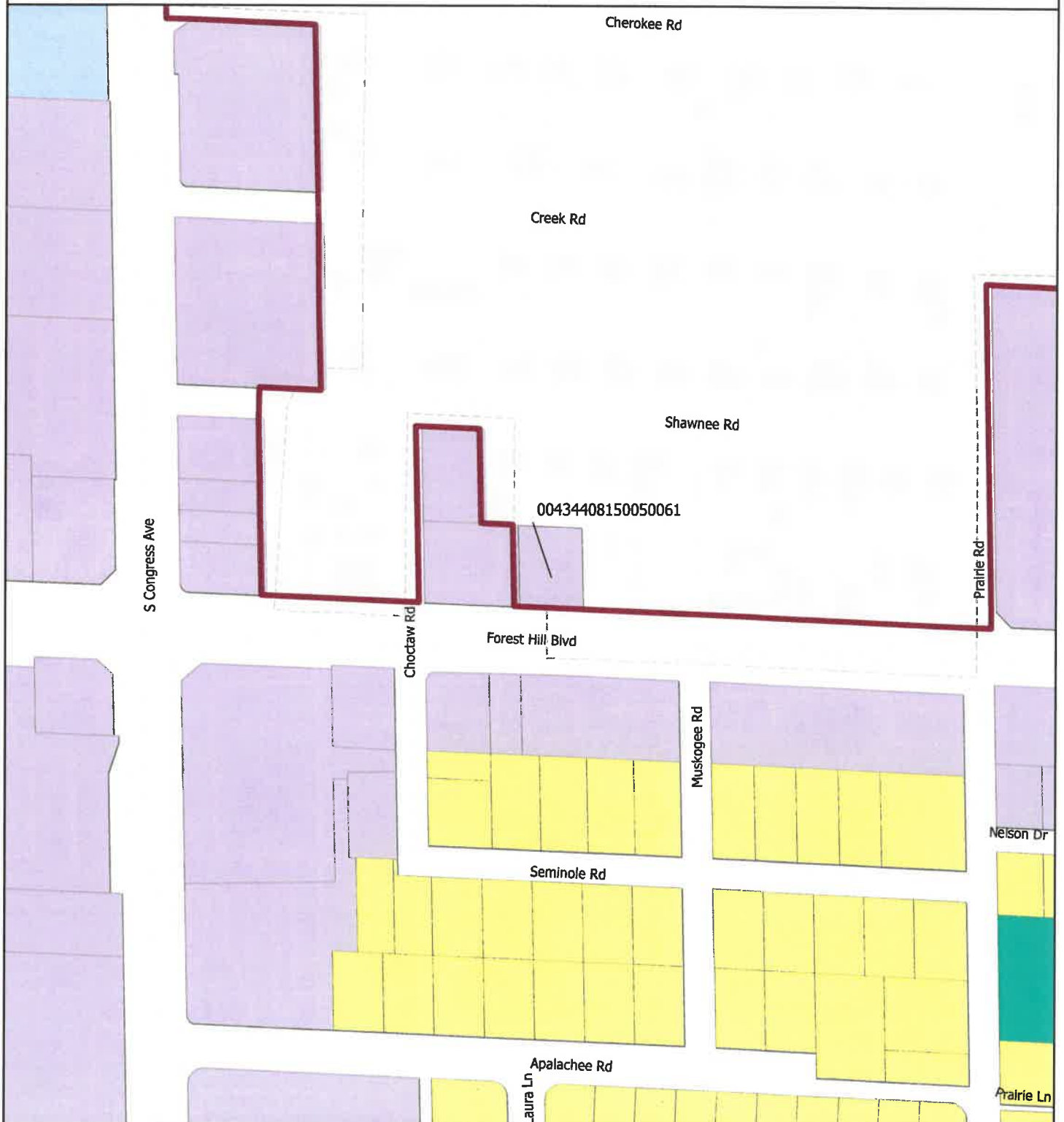
Tax Year	2022	2021	2020
Assessed Value	\$323,468	\$294,062	\$292,134
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$323,468	\$294,062	\$292,134

Tax Year	2022	2021	2020
Ad Valorem	\$5,594	\$5,108	\$5,124
Non Ad Valorem	\$542	\$518	\$506
Total tax	\$6,136	\$5,626	\$5,630



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd



Legend

Future Land Use

Commercial

Light Industrial

Low Density

Medium Density

Parcels

Village Boundary

Date: 2/3/2023

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

0

250

Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

2873 Forest Hill Blvd



Legend

Zoning

- CG (Commercial General)
- LI (Light Industrial)

- RM (Residential Multi-Family)
- Parcels
- Village Boundary

Date: 2/3/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet



Do Not want Car Wash - Mint Etc
Built @ Shawnee Road, Choctaw Road,
Forest Hill Blvd.
Shawnee Road:

① Amanda Wilde

② Chris Bicki

③ Connie Sears

④ George Griffith

⑤ Karen Craig

⑥ Albert Craig

⑦ Olivia Lawless

⑧ 

⑨ Dan Lopez

⑩ 

⑪ Constance F. Georgie

⑫ 

⑬ Jane Nepil

Meadow Park Area -

Unincorporated PALM BEACH COUNTY

Historic - 1949

02/14/23

The below-signed residents of the Meadow Park subdivision, in unincorporated Palm Beach County, hereby declare that we are opposed to the expansion of the Eco Mint Car Wash, with exits of cars located on both Choctaw Road and Shawnee Road. We do not wish to have even more traffic on our neighborhood streets, as this will not be good for our neighborhood, nor will it be safe for our children and pets.

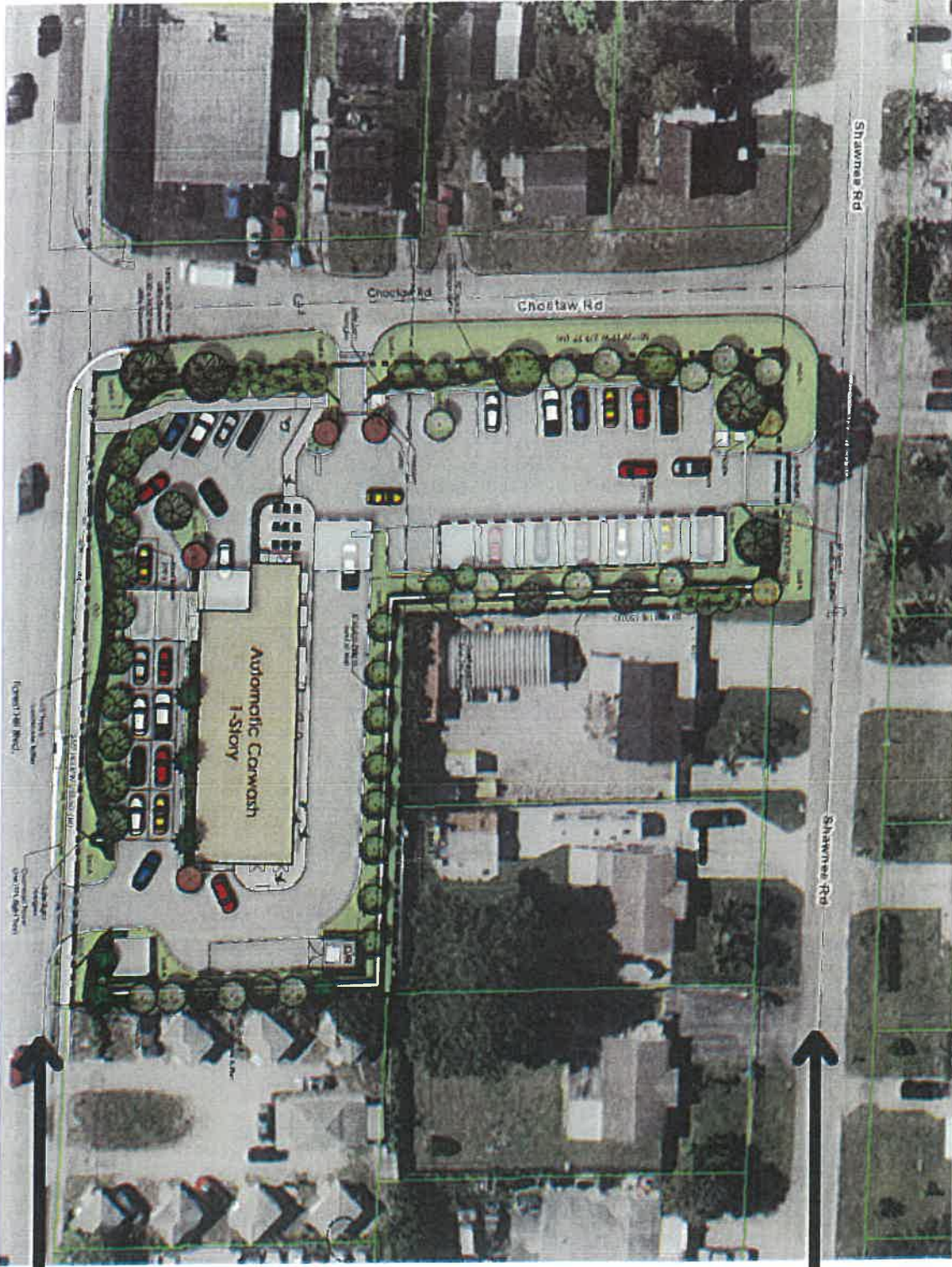
- ① Lois Lewis - Lois Lewis
- ② Michael Lewis - ~~Michael~~
- ③ Darrel Lewis - ~~Darrel~~
- ④ COREY THOMPSON
- ⑤ Steven Conklin
- ⑥ GEOFFREY F. NEWTON ①⑨
- ⑦ DAVID J. FUYER ②⑦
- ⑧ Thomas J. Foy
- ⑨ Cheryl Cradley
- ⑩ Stacy Cradley
- ⑪ Michael Watson
- ⑫ June Dushin
- ⑬ ~~Tell~~
- ⑭ ~~Michael Smith~~
- ⑮ Wayne Smith
- ⑯ ~~Shirley~~
- ⑰ ~~Albert~~
- ⑱ ~~John~~

02/14/23

The below-signed residents of the Meadow Park subdivision, in unincorporated Palm Beach County, hereby declare that we are opposed to the expansion of the Eco Mint Car Wash, with exits of cars located on both Choctaw Road and Shawnee Road. We do not wish to have even more traffic on our neighborhood streets, as this will not be good for our neighborhood, nor will it be safe for our children and pets.

- ① Lydia R. Runkle
- ② Day a. Miller
- ③ Sandra @ Manna
- ④ Andrew Schmitt
- ⑤ [Signature]
- ⑥ Darrell Jaghagambie
- ⑦ [Signature]
- ⑧ Colleen Hanes
- ⑨ Eugene Hanes
- ⑩ Robert Z. Goldstein
- ⑪ Erica Verble
- ⑫ John Meadows
- ⑬ Brian Bush
- ⑭ [Signature]
- ⑮ Monica [Signature]
- ⑯ Lucas Runkle
- ⑰ [Signature]
- ⑱ [Signature]
- ⑲ Maylin Bundy

02/14/23



Shawnee Road

Proposed Site Plan for New
Mint Eco Car Wash at 2877
Forest Hill Boulevard in Palm
Springs

Current Use: Wayne's Wash
(Closed) & JR's Discount Tire

Forest Hill Boulevard



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #25: (Quasi-Judicial Hearing) Site Development Plan (SPR23-02) and Special Exception Use (PSSE23-01) - Mint Eco Car Wash - 2877 Forest Hill Boulevard

SUMMARY: Mr. Jon Schmidt from Schmidt Nichols, agent for the property owner, 2877 FOREST HILL OPCO, LLC, requests approval of a Site Development Plan (SPR23-02) and a modification to the existing Special Exception Use (PSSE23-01) with three (3) variances for the combination of the properties located at 2877 Forest Hill Boulevard, 2910 Shawnee Road and 2873 Forest Hill Boulevard (PCN's 70-43-44-08-15-005-0071; 70-43-44-08-15-005-0010; and 00-43-44-08-15-005-0061, respectively). The applicant is proposing the construction of a 4,414-square-foot automatic car wash including an office.

Note: The property located at 2873 Forest Hill Boulevard is under the annexation process and is subject to a separate agenda item. The property is currently being developed with a 2,400-square tire shop.

Currently, there is an existing 2,760 square foot car wash facility proposed to be demolished at 2877 Forest Hill Boulevard and to be replaced with a modern 4,414 square foot full-service car wash facility with associated stacking spaces, office, detailing area, and free vacuums. The parcels currently within the Village limits are within the Congress Avenue District CRA, and the redevelopment will enhance values and fulfill CRA objectives.

A car wash is permissible as a Special Exception Use within the CG district. However, since there is an existing car wash facility, the applicant is proposing a modification to the existing Special Exception Use to facilitate the redevelopment of the property with a newly renovated facility.

As part of the proposed Site Development Plan, three (3) variances were approved by the Planning and Zoning Board at its February 14, 2023 meeting:

1. (PSV23-02) - The applicant is requesting a variance relief from Sec.34-826 (8) to allow a reduction in the required side corner setback along Forest Hill Blvd from the required 25' to 16' at its narrowest point.
2. (PSV23-03) - The applicant is requesting a variance relief from Sec.34-826 (8) to allow a reduction in the required side corner setback along Shawnee Rd. from the required 25' to 21' at its narrowest point.
3. (PSV23-04) - The applicant is requesting a variance relief from Sec.34-826 (9) to allow a reduction in the required rear setback adjacent to residential lots from the required 30' to 17'.

At the Planning and Zoning Board meeting, the applicant voluntarily committed to proposing 5 additional conditions to mitigate some concerns of the neighbors:

1. Coordinate with PBC for the installation of speed bumps along Shawnee Road, from Choctaw to Prairie Road.
2. Channelize the north egress driveway on Shawnee Road to force a left turn only.
3. Channelize the west egress driveway to the left turn only at Choctaw Road.
4. Prohibit any outdoor music from the business and/or the customers while using the facility.
5. Increase the height of the perimeter wall from 6' to 8'.

The Planning, Zoning & Building staff does not object to the proposed Special Exception Use and Site Development Plan and recommends conditional approval to facilitate the redevelopment of the property.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation.

ATTACHMENTS:

1. Resolution No. 2023-19 Site Plan Development (SPR23-02) and Special Exception Use (PSSE23-01) for Mint Eco Car Wash - 2877 Forest Hill Boulevard
2. Exhibit "A" Staff Recommendations and Conditions of Approval
3. Applicant Project Narrative and Justification Statement
4. Site Plan, Landscape Plan, Architectural Plans and Letters
5. Mint Eco Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-19

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY JON SCHMIDT FROM SCHMIDT NICHOLS, AGENT FOR 2877 FOREST HILL OPCO, LLC ('APPLICANT'), FOR A SITE DEVELOPMENT PLAN (SPR23-02), AND A MODIFICATION THE EXISTING SPECIAL EXCEPTION USE (PSSE23-01) TO REDEVELOP THE PROPERTY WITH A NEW FULL-SERVICE 4,414 SQUARE FOOT CAR WASH FACILITY WITH ASSOCIATED STACKING SPACES, OFFICE, DETAILING AREA, AND FREE VACUUMS. THE APPLICANT ALSO REQUESTS THE APPROVAL OF THREE (3) VARIANCES, (PSV23-02), (PSV23-03), AND (PSV23-04). THE CURRENT PROPERTY IS LOCATED AT 2877 FOREST HILL BOULEVARD, 2910 SHAWNEE ROAD AND 2873 FOREST HILL BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Jon Schmidt, agent for the owner, 2877 Forest Hill Opco, LLC, ("Applicant") is requesting approval of the Site Development Plan (SPR23-02) and to allow the re-development of a new full-service car wash facility, comprised of three (3) parcels located at 2877 & 2873 Forest Hill Boulevard & 2910 Shawnee Road; and

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

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

WHEREAS, additionally, the applicant is requesting three (3) variances:

- (1) PSV23-02 - A variance relief from Section 34-826(8) to allow a reduction in the required side corner setback along Forest Hill Boulevard from the required 25' to 16' at its narrowest point.
- (2) PSV23-03 - A variance relief from Section 34-826 (8) to allow a reduction in the required side corner setback along Shawnee Road from the required 25' to 21' at its narrowest point.

- (3) PSV23-04 - A variance relief from Section 34-826 (9) to allow a reduction in the required rear setback adjacent to residential lots from the required 30' to 17'.

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

Section 1. The Village Council having received and considered the request of Mr. Jon Schmidt, agent for 2877 Forest Hill Opco, LLC, (“Applicant”), for approval with conditions of Site Development Plan (SPR23-02) and Special Exception Use (PSSE23-01).

Note: The Planning & Zoning Board considered these requests during their February 14, 2023 meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the special exception has been shown and they have been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-859 (7).

_____ **Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.**

OR

_____ **Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the waivers has NOT been shown and they have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-859 (7), for the following reason(s):**

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

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

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

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

The Mayor thereupon declared the Resolution duly passed and adopted
this _____ day of _____ 2023.

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

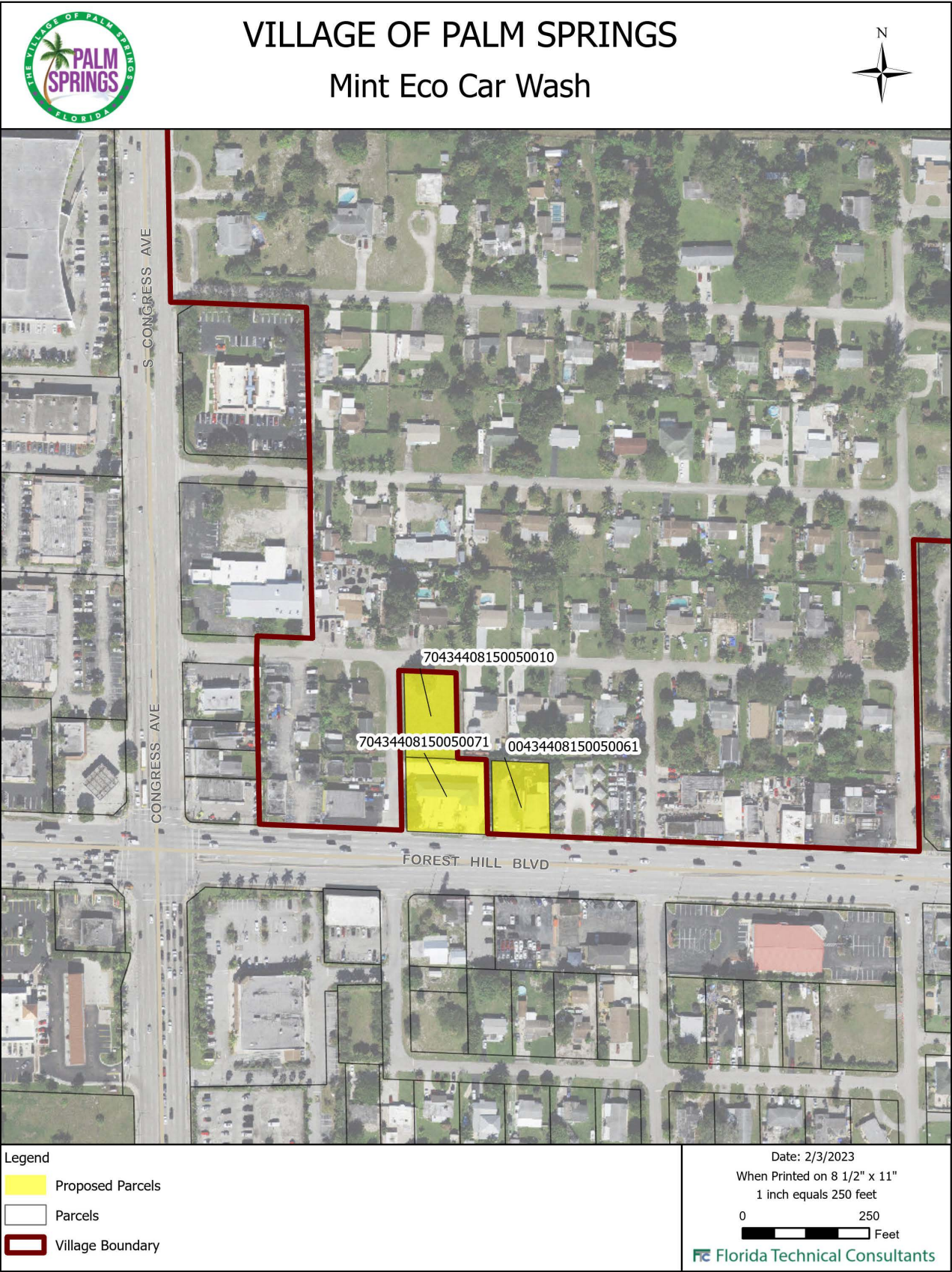


PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Special Exception Use and Site Development Plan with 3 Variances - Mint Eco Car Wash Forest Hill

Application Summary			
Applicant / Petitioner	Schmidt Nichols	Submittal Date	10/31/2022
Reference Name	Mint Eco Car Wash Forest Hill	Case Number	SPR23-02; PSSE23-01; PSV23-02; PSV23-03; PSV23-04
		Parcel Control No	70-43-44-08-15-005-0010, 70-43-44-08-15-005-0071 & 00-43-44-08-15-005-0061
Location	2877 & 2873 Forest Hill Boulevard & 2910 Shawnee Road	Site Area	Assemblage of 3 properties 1.09 acres
P&Z B Meeting	February 14, 2023	Local Planning Agency	March 9, 2023
Council Meeting (after LPA, 1st Reading)	March 9, 2023	Council Meeting (2nd Reading)	April 13, 2023
Requests			
Proposed Use(s)	Annexation, Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning, Site Development Plan (SPR23-02) and Special Exception Use (PSSE23-01) to redevelop the property with a new full-service car wash facility, comprised of 3 parcels, 2877 & 2873 Forest Hill Boulevard & 2910 Shawnee Road. This will require the demolition of the current car wash facility and tire shop buildings. The Special exception is to amend the current approval of the established car wash at 2877 Forest Hill Boulevard to include the adjacent parcels in order to facilitate the proposed project. Property located at 2873 Forest Hill Boulevard is unincorporated Palm Beach County and is proposed to be annexed into the Village. All three parcels are proposed to be utilized to accommodate a full-service car wash with associated stacking spaces, detailing area and free vacuums.		
Number of Buildings	One (1)- 4,414 square foot automatic carwash facility which include 1,293 square foot office space.		
Variances	<u>APPROVED BY PLANNING AND ZONING BOARD 2-14-2023</u> PSV23-02 - A variance relief from Section 34-826(8) to allow a reduction in the required side corner setback along Forest Hill Boulevard from the required 25’ to 16’at its narrowest point. PSV23-03 - A variance relief from Section 34-826 (8) to allow a reduction in the required side corner setback along Shawnee Road from the required 25’ to 21’ at its narrowest point. PSV23-04 - A variance relief from Section 34-826 (9) to allow a reduction in the required rear setback adjacent to residential lots from the required 30’ to 17’.		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	22 Full Service / Office (1/200 SF) Total of 22 parking needed	7 Office 7 Detailing Area 9 Vacuum stations Total of 23 parking spaces	Yes

Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (West side)	50'	65' Canopy & 78' Building	Yes
Rear yard (East side)	20'	50'	Yes
Rear yard (East side adjacent to residential)	30'	17'	No* (variance approved)
Side corner yard (North)	25'	21' Canopy & 43' Building	No* (variance approved for canopy) Yes - Building
Side corner yard (South)	25'	16' (Canopy) & Building 48'	No* (variance approved for canopy) Yes - Building
Site Characteristics			
Existing Use	1 Vacant commercial lot 1 Existing Car Wash Building & 1 Tire Shop Building	Proposed Use	Automatic Car Wash with an Office
Existing Zoning	CG-Commercial General	Proposed Zoning	CG-Commercial General
Existing Future Land Use	CG-Commercial General	Proposed Future Land Use	CG-Commercial General
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential use	Unknown Unincorporated PBC	Unknown Unincorporated PBC
South	Commercial Business	Commercial	Commercial General (CG)
East	Residential use & Commercial	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
West	Commercial supermarket & Single Family Residential	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the proposed Future Land Use Amendment, Rezoning, Annexation, Site Plan and Special Exception Use for the construction of 4,414 square foot commercial general plan development project as depicted on the proposed site plan.			
The Planning & Zoning Board considered the application and recommended approval – motion carried 4-0.			



I. Site History

- **Ordinance 2006-07: Annexation**
The properties were voluntarily annexed into the Village of Palm Springs on January 26, 2006 and designated with the Land Development as Commercial General zoning districts and future land use Commercial.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed site development plan to develop the site for the construction of a new car wash facility is permitted as special exception use and is generally consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III. Variances – Approved by the P&Z Board on 2/14/2023

The applicant is seeking the following variances:

1. **Variance #1: PSV23-02** The applicant is requesting a variance relief from Sec.34-826 (8) to allow a reduction in the required side corner setback along Forest Hill Blvd from the required 25' to 16' at its narrowest point.
2. **Variance #2: PSV23-03** The applicant is requesting a variance relief from Sec.34-826 (8) to allow a reduction in the required side corner setback along Shawnee Rd. from the required 25' to 21' at its narrowest point.
3. **Variance #3: PSV23-04** The applicant is requesting a variance relief from Sec.34-826 (9) to allow a reduction in the required rear setback adjacent to residential lots from the required 30' to 17'.

The applicant's full justification is attached hereto.

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

Response: The special conditions and circumstances that exist which are peculiar to the land pertain to the narrow dimensions of the lot, which limit the potential layout configurations and dictate how the site functions. Both of the lots on Forest Hill (2877 & 2873) have a depth of 129'; the minimum depth for CG lots is 200'. This nonconforming condition presents peculiar conditions that make meeting all setbacks impractical, even with three lots used to accommodate the development, as the site would not meet minimum depth requirements otherwise. When accounting for the minimum building width, setbacks, buffers and circulation for large vehicles, this layout represents the most efficient way to fit this use on site.

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

Response: The special conditions and circumstances that do not result from the actions of the applicant pertain to the narrow dimensions of the lot, which do not meet the minimum depth requirements on an individual basis. The zoning ordinance minimum dimensions not aligning with the dimensions of the platted lots is not a result of the applicant's actions. Additionally, the taking of property that resulted from the widened ROW has exacerbated the nonconforming condition related to lot depth and area necessary to provide setbacks.

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

Response: The granting of this variance will not confer any special privileges to this applicant, as the uses conducted within the areas of these variances requests is already permitted on the site. Allowing the addition of these minimally sized canopy structures simply provides additional protection for customers and staff from the elements as they complete transactions and perform details services.

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

Response: The literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter due to the fact that considered separately, individual portions of the proposed structure are permitted within the setback, specifically the support poles and canopies. Poles, such a light poles and flagpoles, are permitted within the setback. Additionally, pedestrian canopies are permitted within the setback so long as they only overhang and do not have support structures in the setback. It is only when the two are combined to support automobile coverage that the use becomes defined as building, although there are no walls, doors or windows commonly associated with buildings. These 'buildings' function more as secondary/accessory structures and only require footings in the setback so that that can meet wind rating standards.

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

Response: The variances requested are the minimum that will make possible the reasonable use of the land, building, or structure, as the site was designed such that the foundation and massing of the primary structure are not located within any setbacks. This use, which is inherently vehicular driven, must accommodate for circulation, stacking and detailing, which are permitted on the site in these locations regardless of structures, function more safely and efficiently when provided with a covered area.

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

Response: The granting of the variance will be in harmony with the general intent and purpose of this chapter, as it will facilitate commercial redevelopment in an area zoned and planned for commercial development. The site is already operating as car wash facility, and granting this variance will allow improvements to the site, that will reduce visual impacts, as the improvements include an 8' screening wall (where 6' is required), professionally designed and maintained vegetative screening, and overall site landscaping that will exceed the code requirements. The site, as it sites today, is minimally screened and does not meet code requirements, and allowing these improvements will facilitate site development that is harmonious with the intent of this chapter.

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

Response: This variance will not be injurious to the area involved or otherwise detrimental to the public welfare, as the use is existing and this site plan proposes to modernize, upgrade, and reduce many existing non-conformities that do not exist today. The reduction and screening of bay doors facing a public ROW, consolidated curb cuts, improved sight lines, water and sewer upgrades and reorganized stacking lanes will all provide benefits to welfare of the community.

Staff does not object to the applicant's request based on the applicant intent to redevelop the property with a modern style car wash facility.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the Village's northeast between Forest Hill Boulevard and Choctaw Road.
- 2) Properties on the North side are generally residential unincorporated Palm Beach County.
- 3) On the West side there is a mix of different uses between commercial, and residential along Choctaw Road that are unincorporated Palm Beach County.
- 4) Properties located on the South side are generally commercial general.

V. Consistency with Palm Springs Congress Avenue District CRA

1. Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

a. Improving Utilities and Infrastructure

The site plan proposes to consolidate utilities for the three sites and provide enhanced infrastructure with the addition of a lift station. This will provide sewer to properties that is not currently available and spur redevelopment of sites that are currently operations on septic. Other improvements will include fully redesigned site drainage to eliminate off site runoff in addition to new car wash equipment that recycles water for on-site reuse.

b. Expanding Job Development & Economic Growth

The proposed project will bring additional trips into the Village, with 200K total visitor trips expected annually. This in turn provide additional jobs within the community and represents an increase in employment opportunities over the current self-serve car wash, which does not require employees on site at all times. Additionally, each Mint Eco location supports a +/- \$1M employee payroll, which far exceeds the typical car wash payroll of \$250K. This commitment to employees establishes a strong relationship with the workforce that translates to better customer service and stable economic growth. The proposed Mint Eco car wash will also add tax dollars into the Congress Avenue TIF district though the ~\$2,000,000 investment, which will increase in property values on this site and in the surrounding area.

c. Enhancing Public Safety

The proposed consolidated curb cuts, improved sight lines, water and sewer upgrades and reorganized stacking lanes will all provide benefits to the community in the form of safer and more reliable infrastructure. Additionally, this use is not anticipated to place any additional burden on public safety services (police and fire) as compared to other permitted developments. Rather, the improved site design (lighting and landscaping) and presence of employees on site may enhance the public safety compared to the current conditions.

d. Advancing the Partnership with Palm Beach County

The parcel located at 2873 Forest Hill Blvd is identified within the future annexation parcel are via a pre-existing partnership with Palm beach County. This request aligns with previous planning efforts aimed to anticipate and facilitate this request. Once annexed, the site will be developed and brought into compliance with the current Village code, including the removal of a billboard that is currently permitted by County code. This effort represents an advancement of partnership with both municipalities.

2. Proposal's Effect on Existing Conditions (identified in CRA Redevelopment Plan) in the CRA District.

This proposal affects the existing conditions of the CRA plan by reducing the amount of vacant land withing the Congress Avenue Subdistrict. The plan notes that there are 35.0 acres of undeveloped commercial properties; this request lower that to 35.64 acres. The ~\$2,000,000 investment to improve the site, as well as an annual

payroll of \$1,000,000, will support the economic development goals of the CRA plan. The improvement to the site will also contribute addition funds to the Village though increased property taxes.

3. Proposal's Ability to Assist in Achieving Strategies & Objectives of the Palm Springs CRA.

The proposal will remove and reduce blight, as the current car wash has deferred maintenance and does not exemplify quality architecture and property upkeep. The proposed building will greatly improve the both site and corridor aesthetics though building design and orientation, as well as through enhanced landscaping, particularly along Forest Hill Blvd. This development will also represent an ideal placemaking element through the improved aesthetics within the corridor and set a standard for new developments.

VI. 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 regulation.
 - 2) The annexation concurrently with the Commercial and Commercial General Land Use and Zoning designations respectively, shall be approved prior to consideration of the proposed Site Plan.
 - 4) Civil/utility plans shall be approved by the Villages Engineer and PBC Water Utility.
 - 5) Permit from FDOT is required prior to construction.
 - 6) The project meets the Traffic Performance Standards (TPS) of Palm Beach County.

VII. Environmental Issues:

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

VIII. Community Outreach/ Notification

- The subject property was posted on February 2, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on February 2, 2023.
- Legal advertisement was published in the paper on February 2, 2023.
- A resident came to the PZB Department to expresses some concerns as a result of the notices.

IX. Proposed Development Plan Details

The petitioner's development plans dated received on October 28, 2022 depicts the following:

- Application for Annexation, Small-Scale Land Use Amendment, Rezoning, Site Plan and Special Exception Use with 3 Variances.
 1. Site Plan dated received October 28, 2022 revised and resubmitted on January 12, 2023.
 2. Landscape plans dated received October 28, 2022 revised and resubmitted on January 12, 2023.
 3. Engineering plans dated received October 28, 2022 revised and resubmitted on January 12, 2023.
 4. Architectural plans dated received October 28, 2022 revised and resubmitted on January 12, 2023.
 5. Photometric plan dated received November 28, 2022 revised and resubmitted on January 12, 2023.
 6. Boundary and topographic survey dated received October 28, 2022.
 7. Project narrative and Justification Statement of proposed use.
 8. Drainage calculations.
 9. Color rendering

X. Recommendation

The property is located toward the northeast end of the Village's limits on Forest Hill Boulevard and Choctaw Road. The Village's staff acknowledges that the Forest Hill corridor is ripe for redevelopment. Additionally, this segment of the corridor needs employment-generating uses in order to spur reinvestment and redevelopment along the corridor.

The applicant is proposing to redevelop the property with a new 4,414 square foot full-service car wash facility, comprised of 3 parcels, 2877 & 2873 Forest Hill Boulevard & 2910 Shawnee Road. This will require the demolition of the current car wash facility and tire shop buildings. The Special exception is to amend the current approval of the established car wash at 2877 Forest Hill Boulevard to include the adjacent parcels in order to facilitate the proposed site plan. Two of three parcels are located within the Village of Palm Springs and one parcel, 2873 Forest Hill Boulevard is located in unincorporated Palm Beach County and is proposed to be annexed into the Village.

The proposed Site Plan is generally in harmony with the Village's Comprehensive Plan and Land Development Regulations, and do not injurious the surrounding area. The project provides sidewalks connections from the main roadway and internal connections to facilitate pedestrian circulation and safety. An adequate vehicular circulation, avoiding negative impacts on existing roadway conditions, has been provided. The proposed use does not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems. The proposed project will facilitate economic development with the Village, consistent with the Village Community Redevelopment Agency plan.

Planning, Zoning and Building staff conducted a review of the application and found the proposed Site Plan and Special Exception Use are consistent with goals, objectives, and policies of the Village's Comprehensive Plan.

Staff recommends conditional approval of the proposed project to facilitate the redevelopment of the property with the construction of 4,414 square foot Automatic Carwash facility subject to the following thirty-nine (39) conditions below.

Note: At the Planning and Zoning Board meeting held on February 14, 2023, the applicant voluntarily committed to propose 5 additional conditions to mitigate some concerns from the neighbors.

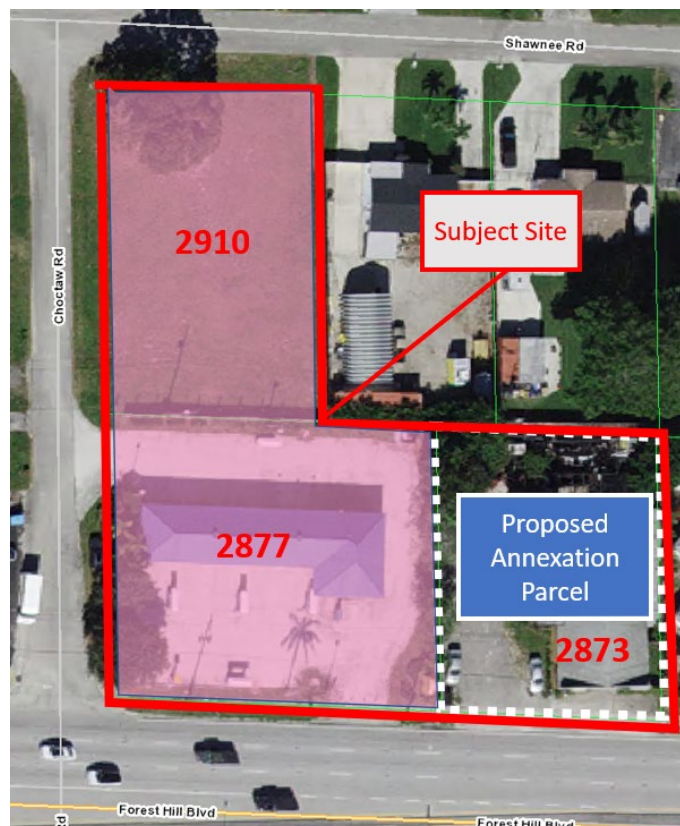
1. Build out date is December 31, 2026.
2. The site plan approval is valid for 24 months of Village Council approval.
3. The special exception use shall be implemented within 18 months of Village Council approval.
4. The Lift Station shall be setback at least 15', maintaining the minimum buffer along Forest Hill.
5. The existing Billboard Sign on the property needs to be removed **at time of demolition permit**.
6. A unity of title shall be recorded **prior to the issuance of any building permit**.
7. Per Sec. 34-291 (b) (2) "Within all nonresidential zoning districts, no flags of any commercial nature may be displayed." No commercial flags are permitted except for flags of a nation, states, counties, and municipalities that may be exhibited in the proper manner and follow code regulations.
8. The **applicant proposed** to coordinate with PBC for the installation of speed bumps along Shawnee Road, from Choctaw to Prairie Road.
9. The **applicant proposed** to channelize the north egress driveway on Shawnee Road to force left out only.
10. The **applicant proposed** to channelize the west egress driveway for a left turn only at Choctaw Road.
11. The **applicant proposed** to prohibit any outdoor music from the business and/or the costumers while using the facility.
12. The **applicant proposed** to increase the height of the perimeter wall from 6' to 8'.
13. Fence details needs to be submitted **at time of the submission of building permits**.
14. Landscape plans shall be approved by FPL **at time of permitting**.
15. Landscaped buffers shall only overlap 5 feet any utility easements.
16. At least 6' height landscape buffer shall be provided at time of planting to provide screen for the bay door on the west side.

17. The applicant is responsible for replacement of landscaping within any landscape buffer/utility easement overlaps that is removed or destroyed by utility companies.
18. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
19. Landscaped areas shall be irrigated (including but not limited to buffer, islands, planter boxes, etc.). New irrigation systems shall be maintained separately from potable water distribution systems and shall include rain sensor shut-off mechanisms.
20. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.
21. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
22. Coordination with FDOT and FPL **at time of permitting** is required for a possible dedication of an easement to relocate the existing utility pole out of the sidewalk along Forest Hill Boulevard.
23. A sidewalk shall be provided along Choctaw Road and Forest Hill Boulevard for pedestrian access, contingent upon Applicant's best efforts to obtain a permit through Palm Beach County and FDOT.
24. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
25. The monument sign and/or wall sign shall be reviewed and approved by the Planning, Zoning and Building Department **at time of permitting** and shall be in accordance with the Village signs regulations.
26. **At time of permitting**, provide value of construction and number of construction jobs created to be included in CRA annual report.
27. Mechanical equipment and above-ground infrastructure shall be screened from view.
28. The outdoor seating needs to be secure after business operation hours.
29. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs **at time of permitting**.
30. A Utility/Civil Plan shall be approved by the Village Engineer and Palm Beach County Water Utility Department **at time of permitting**.
31. A Local Business Tax Receipt shall be applied with the Village prior to any business operations.
32. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
33. A pre-construction meeting shall be scheduled with the Village Land Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning and Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting. All new electrics shall be underground.
34. A silt barrier shall be installed around the perimeter of the property 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.
35. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
36. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Land Development Director.
37. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
38. At the time of CO, the petitioner shall provide the PZB Department with electronic copies of as-builts.
39. The property owners 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 conditions of approval.

**Justification Statement
MintEco Palm Springs
Village of Palm Springs, Florida
Annexation, Rezoning, FLU Map Amendment, Variance, Special Exception
Modification & Major Site Plan Applications
Original Submittal: October 28, 2022
Resubmittal no. 1: December 13, 2022
Resubmittal no. 2: January 12, 2023
Revision: January 27, 2023**

Introduction

Schmidt Nichols ("Agent"), on behalf of the property owner, 2877 FOREST HILL OPCO. LLC ("Owner"), respectfully requests your approval of this 6-part application for a Voluntary Annexation with associated Rezoning and Future Land Use Map amendment, Major Site Plan, Special Exception Modification and Standard Variance requests (x3). The 1.09-acre subject site is comprised of three parcels: 2877 Forest Hill Blvd., 2910 Shawnee Rd. and 2873 Forest Hill Blvd (PCNs 70-43-44-08-15-005-0071; 70-43-44-08-15-005-0010; & 00-43-44-08-15-005-0061, respectively). Two of three parcels, 2877 Forest Hill Blvd., 2910 Shawnee Rd., are located in the Village of Palm Springs; one parcel, 2873 Forest Hill Blvd., is located in unincorporated Palm Beach County and is proposed to be annexed into the Village. All three parcels are proposed to accommodate the proposed use ("subject site").



Background

The property located at 2877 Forest Hill Blvd is zoned Commercial General (CG) and currently operates as a self-serve car wash, which is a special exception use per Village code. The site has an existing 2,760 square foot building that was built in 2004 to accommodate this use. The property to the north, located at 2910 Shawnee, is also zoned CG and has been vacant since 2008. Both properties are located in the Village of Palm Springs and support a commercial future land use designation.

The property located in Palm Beach County, 2873 Forest Hill, which is proposed to be annexed, is currently zoned General Commercial (PCB Zoning) and operates as an auto repair/service center. This property features a 2,400 square foot commercial building and associated parking, as well as a billboard. This property is located within the Future Annexation Area according to the Village of Palm Springs Planning Zoning Building Public Viewer.

SECTION 4: Description of Project Request:

Request 1. Annexation, Rezoning and Future Land Use Map Amendment

In order to facilitate the development, the easternmost parcel at 2873 Forest Hill Blvd, located in Palm Beach County, has submitted a voluntary Annexation application, along with a concurrent rezoning (From County CG to Village CG) and future land use map amendment (County Commercial to Village Commercial) to assign the parcel a [Village of Palm Springs] Commercial General zoning and Commercial future land use designation. These designations align with the current Palm Beach County zoning and FLU designations, which support the existing use on the site.

Request 2. Major Site Plan Application

The major site plan application is being submitted in to order to facilitate the construction of a new full-service car wash facility. This will require the demolition of the current car wash facility and tire shop buildings, as well as a reconfiguration of the site circulation and consolidation of access points along Forest Hills Boulevard.

Request 3. Special Exception Modification

The special exception modification is to amend the current approval of the established car wash at 2877 Forest Hills Blvd. to include the adjacent parcels in order facilitate the proposed site plan. All three parcels are proposed to be utilized in order to accommodate a full-service car wash with associated stacking spaces, detailing area and free vacuums.

Variance requests

The proposed site plan requires three dimensional variances to accommodate canopy areas on the north and south side of the building, as well as one standalone canopy that supports the full-service detail area (See site plan).

	<u>Setback Location</u>	<u>Section</u>	<u>Required</u>	<u>Provided</u>	<u>Variance</u>
V1	Forest Hill Blvd – Side Street	34-826 (8)	25'	16'	9'
V2	Shawnee Rd – Side Street		25'	21'	4'
V3	East setback – Rear Setback	34-826 (6)	20'	17'	3'

SECTION 6 – Land Use Plan Amendment (Map)

Land Use

The existing land uses on the property consist of a self-serve car wash, a tire/automotive shop and a vacant parcel. The proposal seeks to consolidate all three parcels into one development, a full-service car wash, which is similar to the existing car wash use. The proposed site plan seeks to improve operations and efficiency by adding additional land to the site that will be utilized for staking and parking, ensuring there are no spillover effects onto adjacent properties or rights-of-ways.

Infrastructure

The current site has access to all necessary infrastructure, including power, water, sewer and road access, and the applicant does not anticipate any constraints on the existing infrastructure systems. Further, the applicant is contributing approximately 1,000' of new sewer extension that will provide potential sewer connections to all properties along Shawnee, between Choctaw and Prairie, that will offset any potential burden to the system while providing a mechanism to allow those properties to switch from septic to sewer. The proposed car wash facility is anticipated to lessen the burden on infrastructure systems through the use of its modern car washing technology that utilizes significantly less water than standard car wash facilities. MintEco recycles a majority of the water used in operations, which will reduce any potential burdens on the water system, and its extensive pretreatment and use of environmentally safe detergents reduces the risk of negative impacts from runoff or sewer discharge.

Natural Resources

As mentioned previously, the Mint Eco utilizes environmentally safe detergents with the intention of minimizing their impact on the natural environment. This fact, along with their water reuse and minimal demand on the system, represent a substantial increase in natural resources protection over the exiting car wash that was constructed in 2004 and does not feature the enhanced runoff capture that a new facility will provide. As a WaterSavers car wash, MintEco uses less than 40 gallons of fresh water per car, which is significantly less than what is used during the average home wash, where up to 100 gallon can be used per wash. Additionally, any used water is filtered before being sent to the sewer system for further treatment at a regional wastewater treatment facility. This is significantly better than at home washing where the runoff and the chemicals used will go directly into the stormwater drain system, which leads to our local waterways and ecosystems. Conversely, at Mint Eco, the water used in the wash process is filtered and reused, until it is sent into the sewer system.

Open Space

The existing conditions feature minimal open space and very little landscaping for screening and aesthetic enhancement. The new facility provides 32% open space which exceeds the minimum requirements for open space on commercial sites. The proposed site plan also provides a better streetscape through enhanced landscaping that will provide green buffers and accents to lessen the effect of hardscape on the site.

Intergovernmental Coordination

Two of the three parcels are currently located within the Village of Palm Springs, while the easternmost parcel fronting on Forest Hill Blvd (2873 Forest Hill Blvd) is located within unincorporated Palm Beach County (PBC). The PBC parcel is identified as a future annexation area by the Village of Palm Springs, indicating there has been past coordination regarding the status of this parcel. Additionally, the parcel proposed for annexation has a PBC general commercial zoning and a commercial future land use that is consistent with the Village parcels along Forest Hills Blvd.

Goals, Objectives and Policies

The proposal is consistent with the village goals, objectives and policies, as there will be improvements and benefits to the infrastructure system through sewer extension, water recycling, and pretreatment of discharged water. The project will also represent an enhancement to the exiting streetscape through its building architecture and landscaping, and will provide additional jobs within the community.

SECTION 8 - Variance Request Justification: Per Village of Palm Springs Code

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

Response: The special conditions and circumstances that exist which are peculiar to the land pertain to the narrow dimensions of the lot, which limit the potential layout configurations and dictate how the site functions. Both of the lots on Forest Hill (2877 & 2873) have a depth of 129'; the minimum depth for CG lots is 200'. This nonconforming condition presents peculiar conditions that make meeting all setbacks impractical, even with three lots used to accommodate the development, as the site would not meet minimum depth requirements otherwise. When accounting for the minimum building width, setbacks, buffers and circulation for large vehicles, this layout represents the most efficient way to fit this use on site.

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

Response: The special conditions and circumstances that do not result from the actions of the applicant pertain to the narrow dimensions of the lot, which do not meet the minimum depth requirements on an individual basis. The zoning ordinance minimum dimensions not aligning with the dimensions of the platted lots

is not a result of the applicant's actions. Additionally, the taking of property that resulted from the widened ROW has exacerbated the nonconforming condition related to lot depth and area necessary to provide setbacks.

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

Response: The granting of this variance will not confer any special privileges to this applicant, as the uses conducted within the areas of these variances requests is already permitted on the site. Allowing the addition of these minimally sized canopy structures simply provides additional protection for customers and staff from the elements as they complete transactions and perform details services.

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

Response: The literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter due to the fact that considered separately, individual portions of the proposed structure are permitted within the setback, specifically the support poles and canopies. Poles, such a light poles and flagpoles, are permitted within the setback. Additionally, pedestrian canopies are permitted within the setback so long as they only overhang and do not have support structures in the setback. It is only when the two are combined to support automobile coverage that the use becomes defined as building, although there are no walls, doors or windows commonly associated with buildings. These 'buildings' function more as secondary/accessory structures and only require footings in the setback so that that can meet wind rating standards.

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

Response: The variances requested are the minimum that will make possible the reasonable use of the land, building, or structure, as the site was designed such that the foundation and massing of the primary structure are not located within any setbacks. This use, which is inherently vehicular driven, must accommodate for circulation, stacking and detailing, which are permitted on the site in these locations regardless of structures, function more safely and efficiently when provided with a covered area.

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

Response: The granting of the variance will be in harmony with the general intent and purpose of this chapter, as it will facilitate commercial redevelopment in an area zoned and planned for commercial development. The site is already operating as car wash facility, and granting this variance will allow improvements to the site, that will reduce visual impacts, as the improvements include an 8' screening wall (where 6' is required), professionally designed and maintained vegetative screening, and overall site landscaping that will exceed the code requirements. The site, as it sites today, is minimally screened and does not meet code requirements, and allowing these improvements will facilitate site development that is harmonious with the intent of this chapter.

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

Response: This variance will not be injurious to the area involved or otherwise detrimental to the public welfare, as the use is existing and this site plan proposes to modernize, upgrade, and reduce many existing non-conformities that do not exist today. The reduction and screening of bay doors facing a public ROW, consolidated curb cuts, improved sight lines, water and sewer upgrades and reorganized stacking lanes will all provide benefits to welfare of the community.

SECTION 9 – SPECIAL EXCEPTION

In reviewing a request for a special exception use, the village council shall take into consideration all technical, relevant factors and the factors and criteria set forth herein. A special exception use shall not be approved unless an applicant establishes that all the following criteria are met:

Note: Per Village staff, this application has been determined to be a modification of the existing special exception to permit the self-serve car wash.

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

Response: The proposal is consistent with the village goals, objectives and policies, as there will be improvements and benefits to the infrastructure system through sewer extension, water recycling, and pretreatment of discharged water. The project will also represent an enhancement to the exiting streetscape through its building architecture and landscaping, and will provide additional jobs within the community.

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

Response: The proposed development is designed to meet or exceed all Village

standards, with the exception of the three variances requested. Additionally, the site plan is designed to address many nonconforming aspects of the site, including but not limited to driveway consolidation and the addition of screening between commercial and residential properties, as well as screening of the bay door from the public ROW.

- 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.**

Response: The special exception use is currently permitted and is compatible with surrounding uses. The site design and hours of operation are designed and programmed to mitigate negative external effects the site may cause.

- 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.**

Response: This application is a modification to an existing special exception and is replacing the current car wash. Further, this site plan will reduce the presence of auto-centric service uses through the acquisition and demolition of the auto repair shop located at 2873 Forest Hill.

- 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;**

Response: The special exception use is currently permitted and is compatible with surrounding uses. The enhanced technology and employee presence will not have any detrimental impact on surrounding properties.

- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**

Response: The special exception use is currently permitted and is compatible with surrounding uses, and this site plan and business utilizes technology that will only reduce the noise and odor currently generated on site. The enhanced screening and modern architecture will offset any potential visual nuisance factors.

c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: The special exception use is currently permitted. The new site plan will provide significantly more stacking, consolidated drive cuts, improved site circulation and enhanced technology that can process up to 120 cars per hour.

6. That the proposed special exception use:

a. Does not significantly reduce light and air to adjacent properties.

Response: The special exception use is currently permitted on site; demolition and reconstruction of the car wash facility will allow the building massing to be centered on the property that will eliminate this concern.

b. Does not adversely affect property values in adjacent areas.

Response: The special exception use is currently permitted and the site improvements will improve surrounding property by providing sewer connection for all properties along Shawnee Road. Enhanced landscaping and screening in the form of an 8' screen wall, landscaped with continuous hedges and canopy trees, will provide upgraded screening along the property lines. Additionally, the enhanced architecture will replace the current blighted buildings.

c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

Response: The special exception use will support development and redevelopment of adjacent and surrounding properties by providing an opportunity to connect to sewer.

d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.

Response: The special exception use is currently permitted and this site plan seeks to reduce impacts to natural systems through water recycling, conservation and the addition of open green space that does not currently exist.

e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Response: The site is designed to accommodate an internal sidewalk

system, as well as bike racks and an outdoor lobby for patrons to utilize while their vehicles are cleaned. The new architectural features, reduction of curb cuts and improved circulation will also make the site more pedestrian friendly by creating a more pleasant and safer streetscape.

- 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**

Response: The proposed modification to the existing special exception will accomplish all of the goals listed above. Improvement to the streetscape and water and sewer infrastructure, which is not currently available, will promote more redevelopment by providing an alternative to septic. Additionally, the significant investment in the property and building, paired with well-paying jobs for numerous employees, will bolster the local economy. Further, this is a traditionally neighborhood-serving commercial use, as a majority of Mint Eco customers live within one mile of their locations.

Supplemental Regulations – Car Washes (applicable standards listed)

Location.

To mitigate the adverse impacts created by excessive concentrations of specific uses at intersections and along roadways that adversely impact traffic flow, pedestrian circulation and visual impacts related to site layout, the following location and separation criteria shall apply:

- 1. Automotive repair establishments, car washes, full-service fuel stations, and gas stations with or without convenience stores shall be located only adjacent to major arterials, and within 250 feet of any intersection of roadways classified as an arterial or collector (as measured from the nearest points of property lines on any two parcels of land (or unified project perimeter, if a planned development)) or adjacent to a signalized intersection.**

Response: This submittal is a modification to an established car wash use; although the site does not meet this standard, this development will serve as an enhancement and upgrade to the property, in addition to providing critical infrastructure that will enable redevelopment of adjacent properties. Additionally, this project will result in elimination of an auto repair facility located adjacent to the existing car wash, thereby reducing existing nonconformities.

- 2. There shall be a minimum separation distance of 1,000 feet between the**

nearest points of property lines on any two parcels of land (or unified project perimeter, if a planned development), whether located in the village or not, occupied or to be occupied for automotive repair, fuel/gas station or convenience store or car wash purpose.

Response: This submittal is a modification to an established car wash use and it is unclear if this standard is met; however, the existing nature of this site should classify any non-conformities as pre-existing. Additionally, this project will result in elimination of an auto repair facility located adjacent to the existing car wash, thereby reducing existing nonconformities.

- 3. There shall be a minimum separation distance of 250 feet between the nearest points of property lines for a parcel occupied for automotive repair, fuel/gas station or car wash purposes and a parcel occupied by a church, public or private school, daycare, hospital, governmentally owned or operated building, nursing home or assisted living facility, theater, auditorium, stadium area, place of assembly, and/or a public play field.**

Response: This submittal is a modification to an established car wash use; therefore, this does not apply to this site. Additionally, this project will result in elimination of an auto repair facility located adjacent to the existing car wash, thereby reducing existing nonconformities.

Curbs and curb breaks.

A raised curb of at least six inches in height shall be erected along all street property lines, except for driveway openings. Curb breaks are limited to two per street frontage. Curb-cuts shall not be located closer than 25 feet to the intersection of the ultimate right-of-way lines at a corner nor closer than 15 feet from any abutting property line or alley. Direct access to a road classified as a local street is discouraged.

Response: The site provides curbing along Forest Hill Blvd, and the proposed curb cut meets the setback by providing 29' from the property to the east.

Design and performance standards.

- 1. Service bay doors shall not be oriented toward any adjacent property in a residential district or toward any adjacent public street, unless screened by a minimum six-foot wall and/or landscaping.**

Response: The site plan proposes one bay door, facing west towards Choctaw, which serve as the entrance to the car wash tunnel. The west property line is proposed to include enhanced screening, in addition to the 10' type 6 landscape buffer along the ROW. See landscape plan for details. The east facing service bay door do not face a residential district, nor do they face a public ROW; therefore, this standard is not applicable. Additionally, an 8' wall and landscaping (type 2

landscape buffer) are proposed in this location to screen the property from adjoining views.

- 2. Automotive repair, car washing, and detailing activities shall not be visible from any right-of-way. Visibility may be screened by approved landscaping, fencing or by building design and location. Car washing and detailing shall utilize recycled water.**

Response: The car washing and detailing activities are screened with landscaping, as well as an 8' wall along the east and north property line that abut the residential property. The site utilizes recycled water and pre-treats any water that may be discharged before leaving the site.

SECTION 14 - CRA Plan Alignment

1) Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

I. Improving Utilities and Infrastructure

Response: The site plan proposes to consolidate utilities for the three sites and provide enhanced infrastructure with the addition of a lift station. This will provide sewer to properties that is not currently available and spur redevelopment of sites that are currently operations on septic. Other improvements will include fully redesigned site drainage to eliminate off site runoff in addition to new car wash equipment that recycles water for on-site reuse.

II. Expanding Job Development and Economic Growth

Response: The proposed project will bring additional trips into the Village, with 200K total visitor trips expected annually. This in turn provide additional jobs within the community and represents an increase in employment opportunities over the current self-serve car wash, which does not require employees on site at all times. Additionally, each MintEco location supports a +/- \$1M employee payroll, which far exceeds the typical car wash payroll of \$250K. This commitment to employees establishes a strong relationship with the workforce that translates to better customer service and stable economic growth. The proposed MintEco car wash will also add tax dollars into the Congress Avenue TIF district though the ~\$2,000,000 investment, which will increase in property values on this site and in the surrounding area.

III. Enhancing Public Safety

Response: The proposed consolidated curb cuts, improved sight lines, water and sewer upgrades and reorganized stacking lanes will all provide benefits to the community in the form of safer and more reliable infrastructure. Additionally, this use is not anticipated to place any additional burden on public safety services (police and fire) as compared to other permitted developments. Rather, the improved site design (lighting and landscaping) and presence of employees on site may enhance the public safety compared to the current conditions.

IV. Increasing and Maintaining Workforce Housing

Response: This standard does not apply to commercial developments

V. Advancing the Partnership with Palm Beach County

Response: The parcel located at 2873 Forest Hill Blvd is identified within the future annexation parcel area via a pre-existing partnership with Palm Beach County. This request aligns with previous planning efforts aimed to anticipate and facilitate this request. Once annexed, the site will be developed and brought into compliance with the current Village code, including the removal of a billboard that is currently permitted by County code. This effort represents an advancement of partnership with both municipalities.

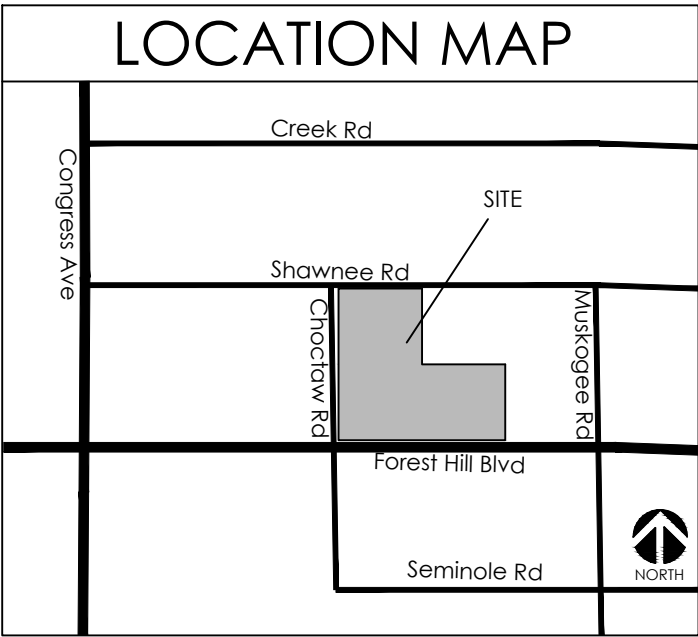
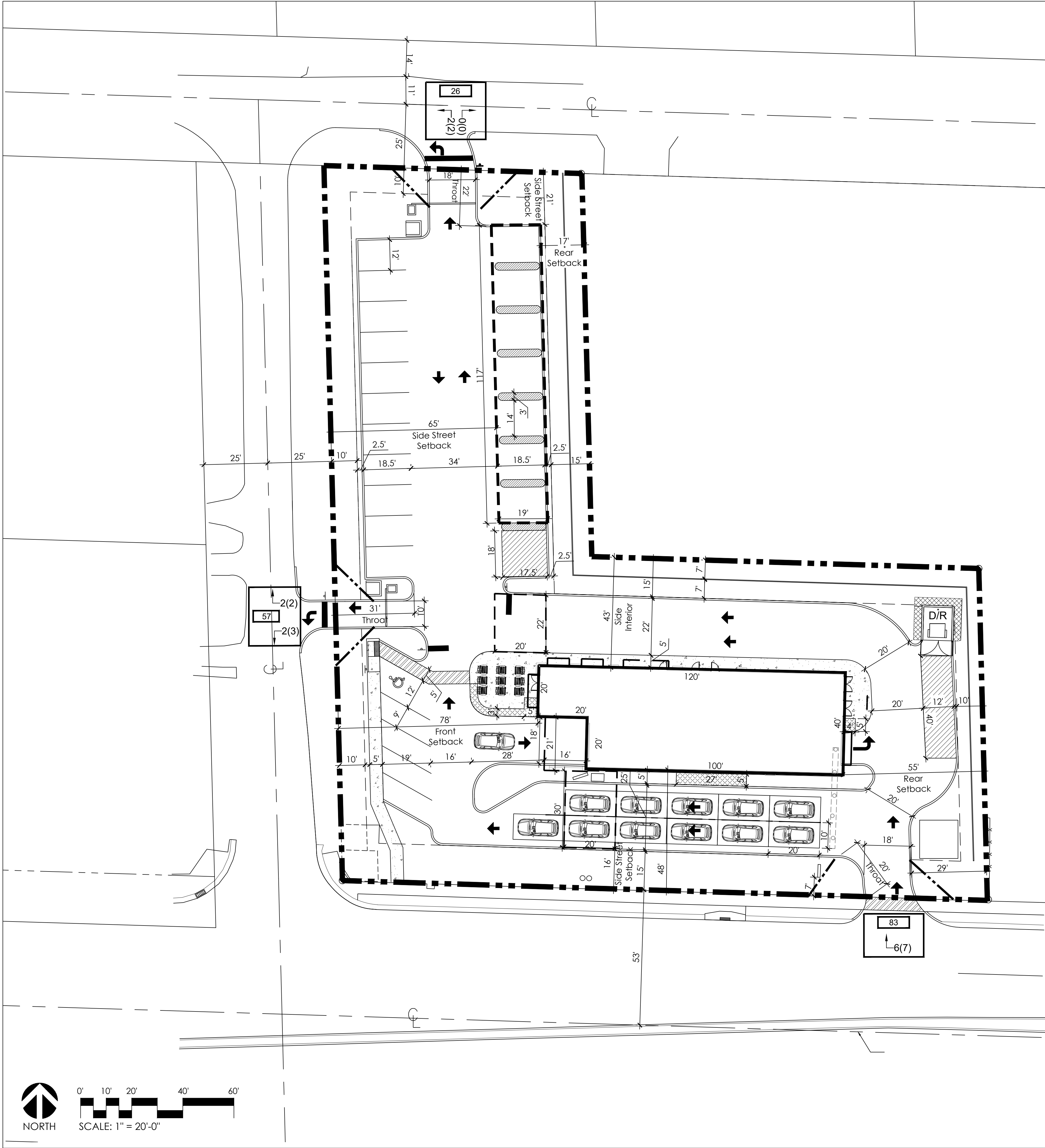
2) Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District

Response: This proposal affects the existing conditions of the CRA plan by reducing the amount of vacant land within the Congress Avenue Subdistrict. The plan notes that there are 35.0 acres of undeveloped commercial properties; this request lowers that to 35.64 acres. The ~\$2,000,000 investment to improve the site, as well as an annual payroll of \$1,000,000, will support the economic development goals of the CRA plan. The improvement to the site will also contribute additional funds to the Village through increased property taxes.

3) Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA

Response: The proposal will remove and reduce blight, as the current car wash has deferred maintenance and does not exemplify quality architecture and property upkeep. The proposed building will greatly improve the both site and corridor aesthetics through building design and orientation, as well as through enhanced landscaping, particularly along Forest Hill Blvd. This development will also represent an ideal placemaking element through the improved aesthetics within the corridor and set a standard for new developments.

On behalf of the Property Owner Schmidt Nichols Inc. respectfully requests your approval of these applications for a Voluntary Annexation with associated Rezoning and Future Land Use Map amendment, Major Site Plan, Special Exception Modification and Standard Variance requests.



DEVELOPMENT TEAM	
DEVELOPER:	MINT ECO CAR WASH 316 SOUTHERN BLVD WEST PALM BEACH, FL 33407 (917) 547-4851
ARCHITECT	GCP ARCHITECTURE 601 HERITAGE DRIVE, SUITE 410 JUPITER, FL 33408 (561) 331-5036
PLANNER:	SCHMIDT NICHOLS 1551 N. FLAGLER DRIVE, SUITE 102 WEST PALM BEACH, FL 33411 (561) 684-6141
SURVEYOR:	CAUFIELD & WHEELER, INC. 7900 GLADES ROAD, SUITE 100 BOCA RATON, FL 33434 (561) 832-1991
CIVIL/TRAFFIC ENGINEER:	SIMMONS AND WHITE 2581 METROCENTRE BLVD, SUITE 3 WEST PALM BEACH, FL 33407 (561) 478-7548

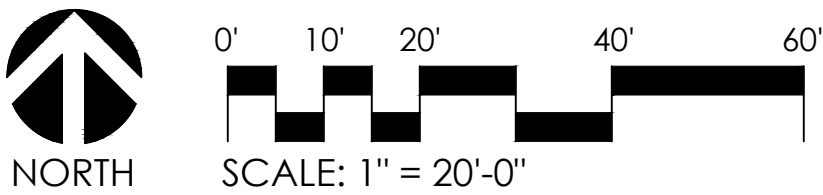
SITE TABULAR DATA	
Application Name	Mint Eco Car Wash Forest Hill Blvd
Application Number	
Tier	URBAN/SUBURBAN
Property Control Numbers (Village Parcels)	70-43-44-08-15-005-0071; 0010
Property Control Numbers (Annexation Parcel)	00-43-44-08-15-005-0061
Existing Future Land Use Designation (Village Parcels)	COM4
Existing Future Land Use Designation (Annexation Parcel)	CH/3 with Underlying LR-3 (County)
Proposed Future Land Use Designation (all parcels)	COM4
Existing Zoning District (Village Parcels)	CG (CITY)
Existing Zoning District (Annexation Parcel)	CG (County)
Proposed Zoning District (Annexation parcel)	CG (CITY)
Section, Township, Range	70/43/44
Existing Use (Village Parcels)	Self Serve Car wash
Existing Use (Annexation Parcel)	Car repair shop
Proposed Use (all parcels)	Automatic Car Wash
Total Gross Site Area	1.10 AC. (47,890 s.f.)
Total Gross Floor Area	4,414 s.f.
Total Floor Area Ratio	0.09
Total Building Coverage	16% (7,578 s.f.)
(including canopy of 3,178s.f.)	
Impervious Surface	68% (32,478 s.f.)
Pervious Surface	32% (15,412 s.f.)
Building Height	max. 30'
Number of Stories	1
Total Open Space Required	9,578 (20%) s.f.
Total Open Space Proposed	15,346 (32%) s.f.
Parking Required	22 SPACES
1 space/ 200 s.f. @ 4,414 s.f. service area = 22	
Proposed Parking	23 SPACES
Required Stacking	5 SAPCES
Proposed Stacking	11 SPACES
Handicap Spaces Required	1
Handicap Spaces Proposed	1
Traffic Analysis Zone	1316
Concurrency Approval*	
Stand Alone Car Wash Facility	4,414 s.f.
*Concurrency is approved for the above uses and amounts shown on this plan	

PROPERTY DEVELOPMENT REQUIREMENTS												
	ZONING DISTRICT	MINIMUM LOT DIMENSIONS				DENSITY/ GFA (CLR)	MAX BLDG COVER	SETBACKS/SEPARATIONS				REAR ADJ. TO RESIDENTIAL
		SIZE	WIDTH	FRONTAGE	DEPTH			*FRONT	SIDE INTERIOR COMMERCIAL	SIDE INTERIOR RESIDENTIAL	SIDE STREET	
CODE	CG	XX AC.	100'	100'	200'	XX.XX DU/AC	50%	50'	15'	30'	25'	30'
PROP	CG	1.09 AC.	280'	252'	252'	XX.XX DU/AC	16%	78'	55'	43'	16'-S 21'-N	17'
* Chocotaw Rd designated as front, confirmed by village staff												  

TYPE I ZONING VARIANCE				
ULDC ARTICLE	REQUIRED	PROPOSED	VARIANCE	APPROVAL DATE/RESOLUTION NO.
V1 Sec. 34-826. (8) CG Property Development Regulations	25' Side Street Setback	16' Street Side Setback	To allow for a variance for a 9' reduction in the required side setback	TBD
V2 Sec. 34-826. (8) CG Property Development Regulations	25' Side Street Setback	21' Street Side Setback	To allow for a variance for a 4' reduction in the required side street setback	TBD
V3 Sec. 34-826. (6) CG Property Development Regulations	30' rear setback	17' Rear Setback	To allow for a variance for a 13' reduction in the required side interior resident setback	TBD

AMENDMENT STAMP

ZONING STAMP



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

Mint Eco Car Wash Forest Hill Blvd

Palm Springs, Florida

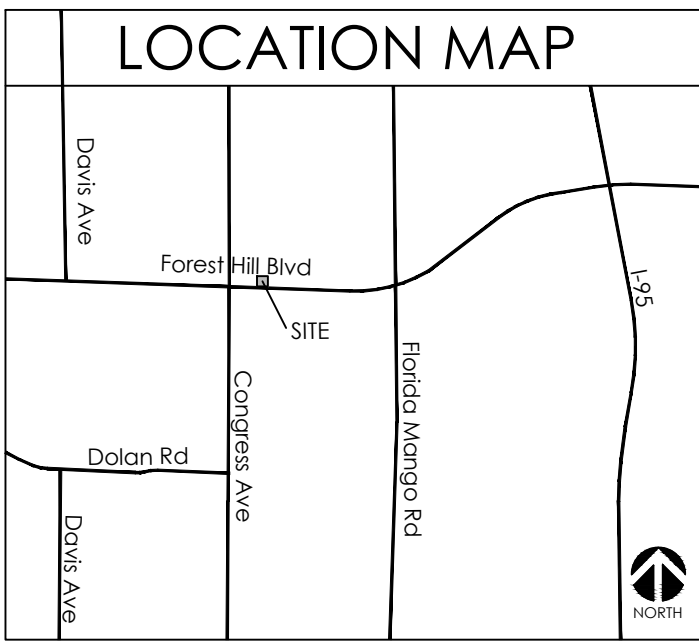
Date: 10/28/22
Scale: 1" = 20'-0"
Design By: JS
Drawn By: TS
Checked By: MW
File No. 1075.15
Job No. 22-64

REVISIONS / SUBMISSIONS

12/13/22 Per Village Comment no. 1
01/05/23 Per Village Comment no. 2
01/31/23 Per Village Comment no. 3

FINAL
SITE
PLAN

FSP-1 of 1



DRAWING INDEX

LP-1	Existing Tree Disposition Plan
LP-2	Landscape Plan
LP-3	Landscape Specifications

TREE DISPOSITION CHART

Tree #:	Type:	Size:	Disposition:	Notes:
1	Mahogany	36" DBH	Remain	Tree also has a sabal palm at it's base to remain
2	Foxtail Palm	12" G.W.	Remain	
3	Foxtail Palm	12" G.W.	Remain	
4	Foxtail Palm	10" G.W.	Remain	
5	Foxtail Palm	12" G.W.	Remain	
6	Live Oak	13" DBH	Remain	
7	Live Oak	18" DBH	Remain	
8	Royal Palm	20" G.W.	Remove	FPL request for removal, overhead power conflict
9	Live Oak	18" DBH	Relocate	
10	Sabal Palm	10" G.W.	Relocate	
11	Live Oak	11" DBH	Relocate	
12	Live Oak	12" DBH	Relocate	
13	Adonidia Palm	6" G.W.	Remove	
14	Adonidia Palm	8" G.W.	Remove	
15	Carrotwood	10" DBH	Remove	Invasive
16	Sabal Palm	16" G.W.	Relocate	
17	Sabal Palm	16" G.W.	Relocate	
18	Sabal Palm	10" G.W.	Relocate	
19	Sabal Palm	16" G.W.	Relocate	

NOTE: Existing Trees were field located and measured by Landscape Architect.

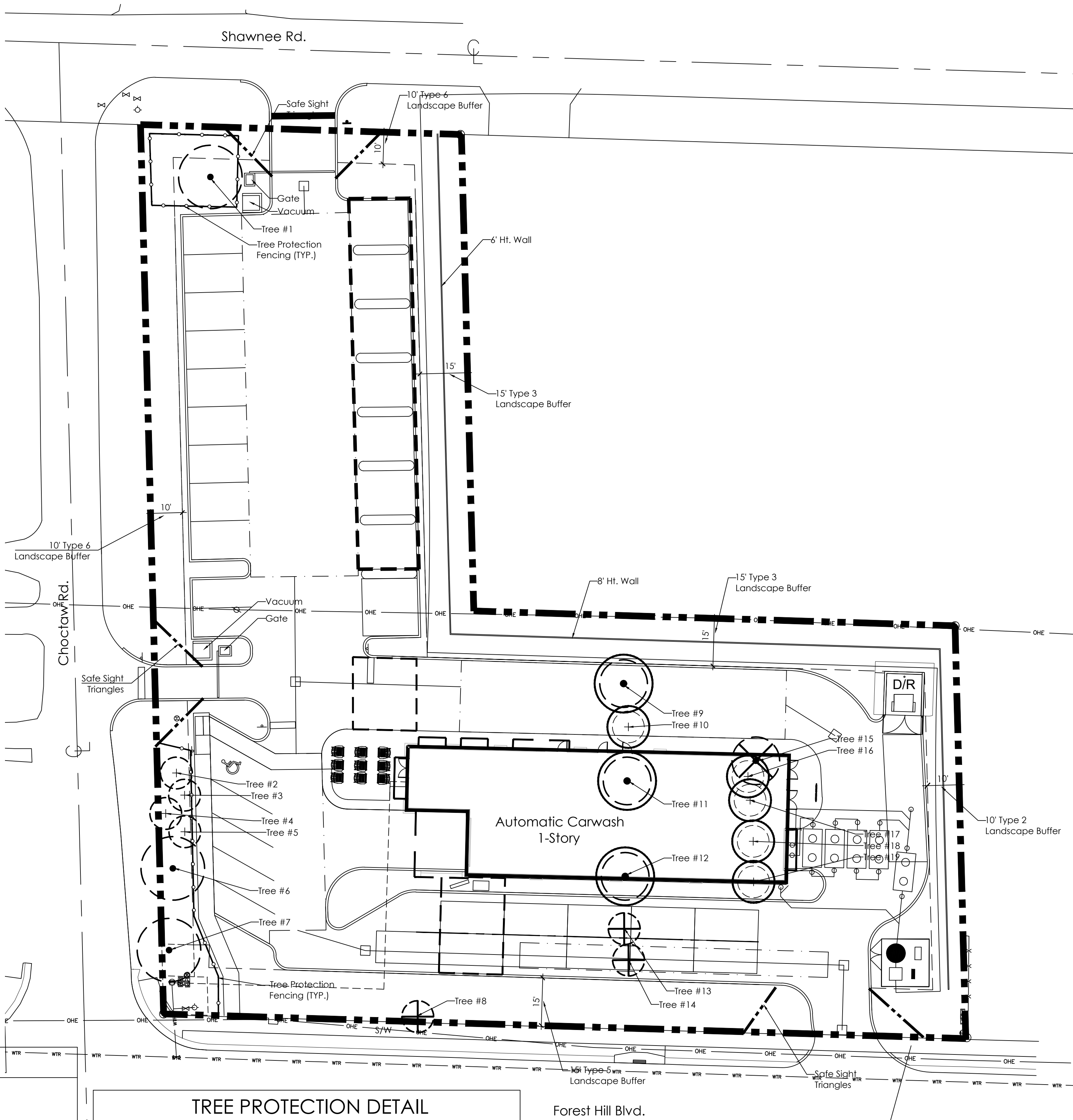
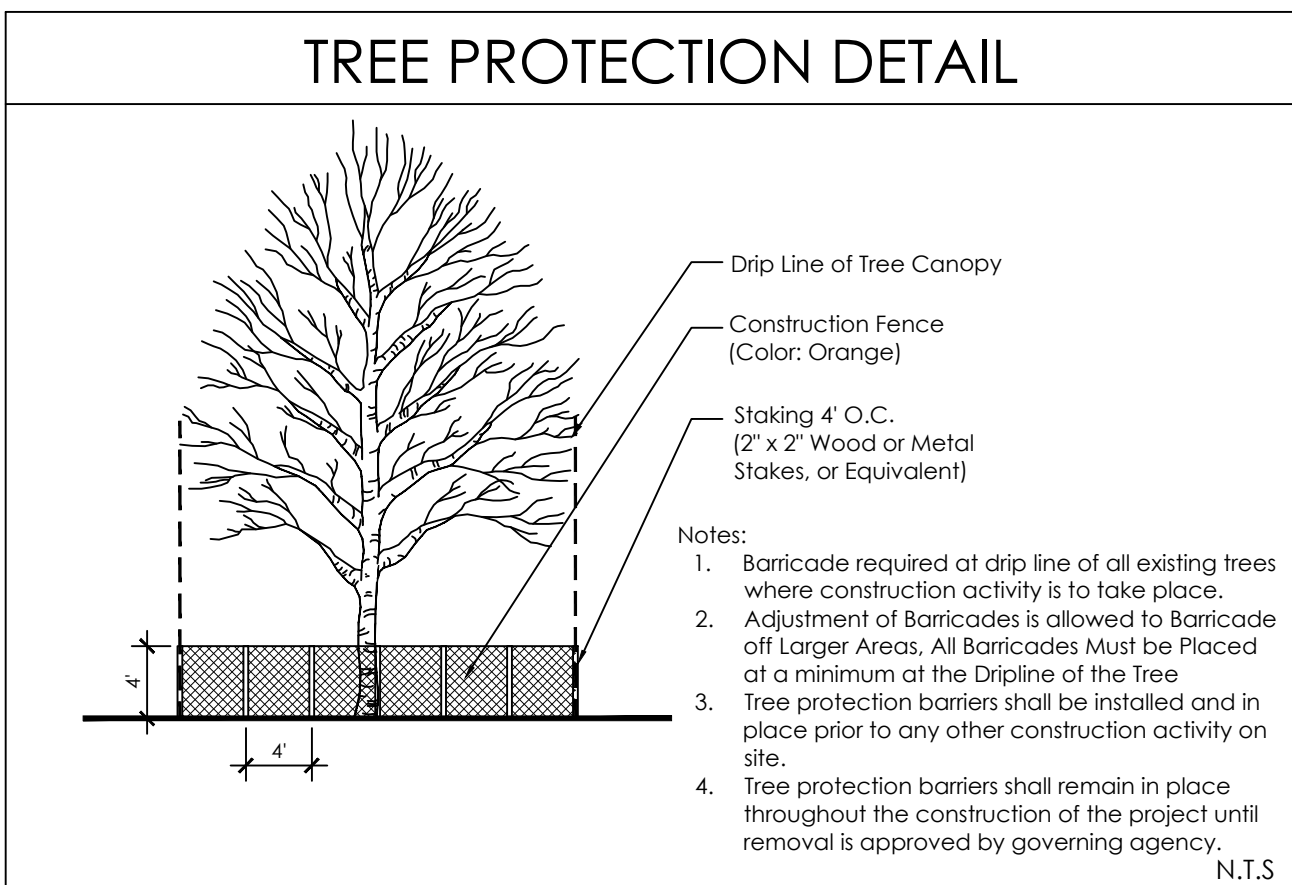
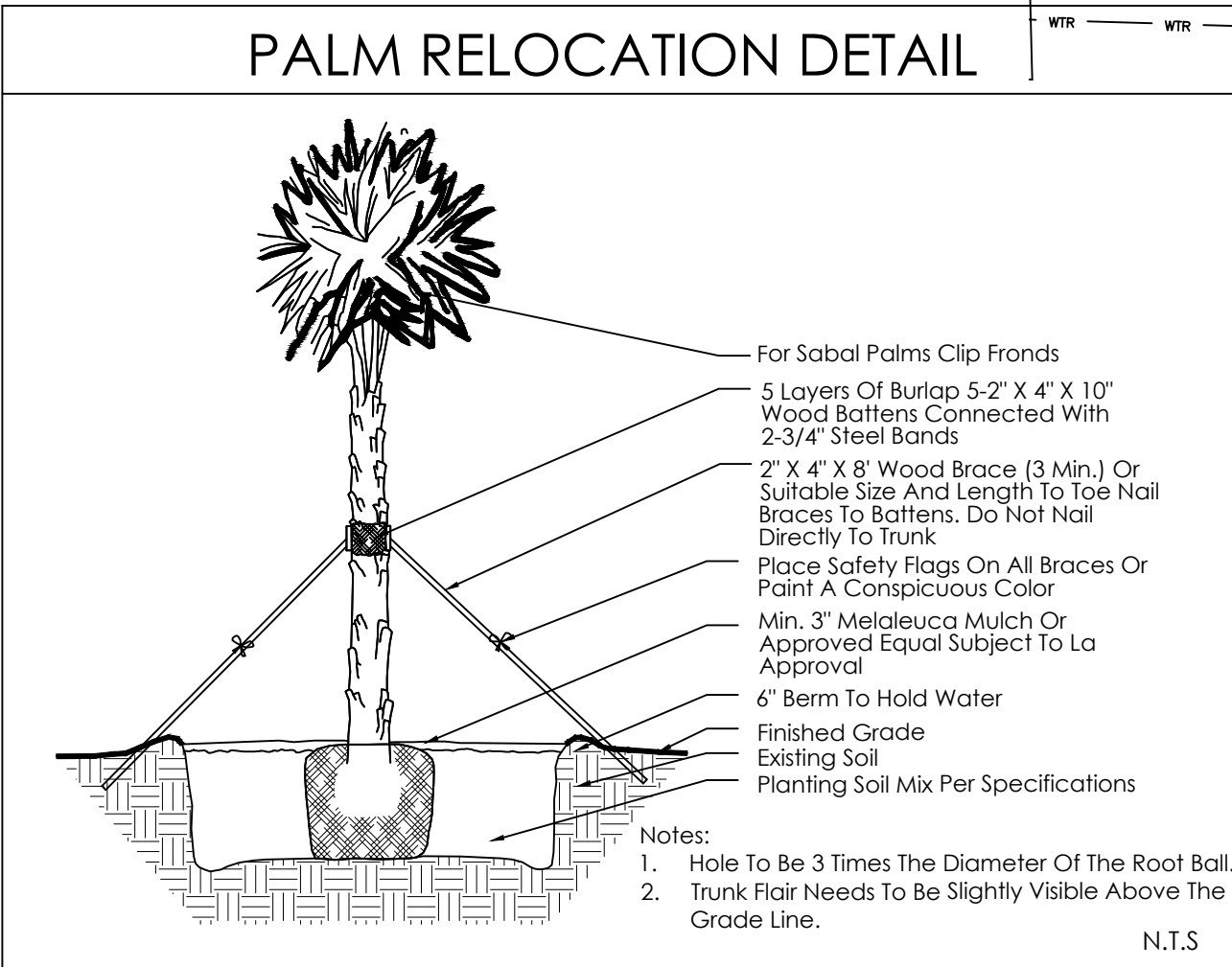
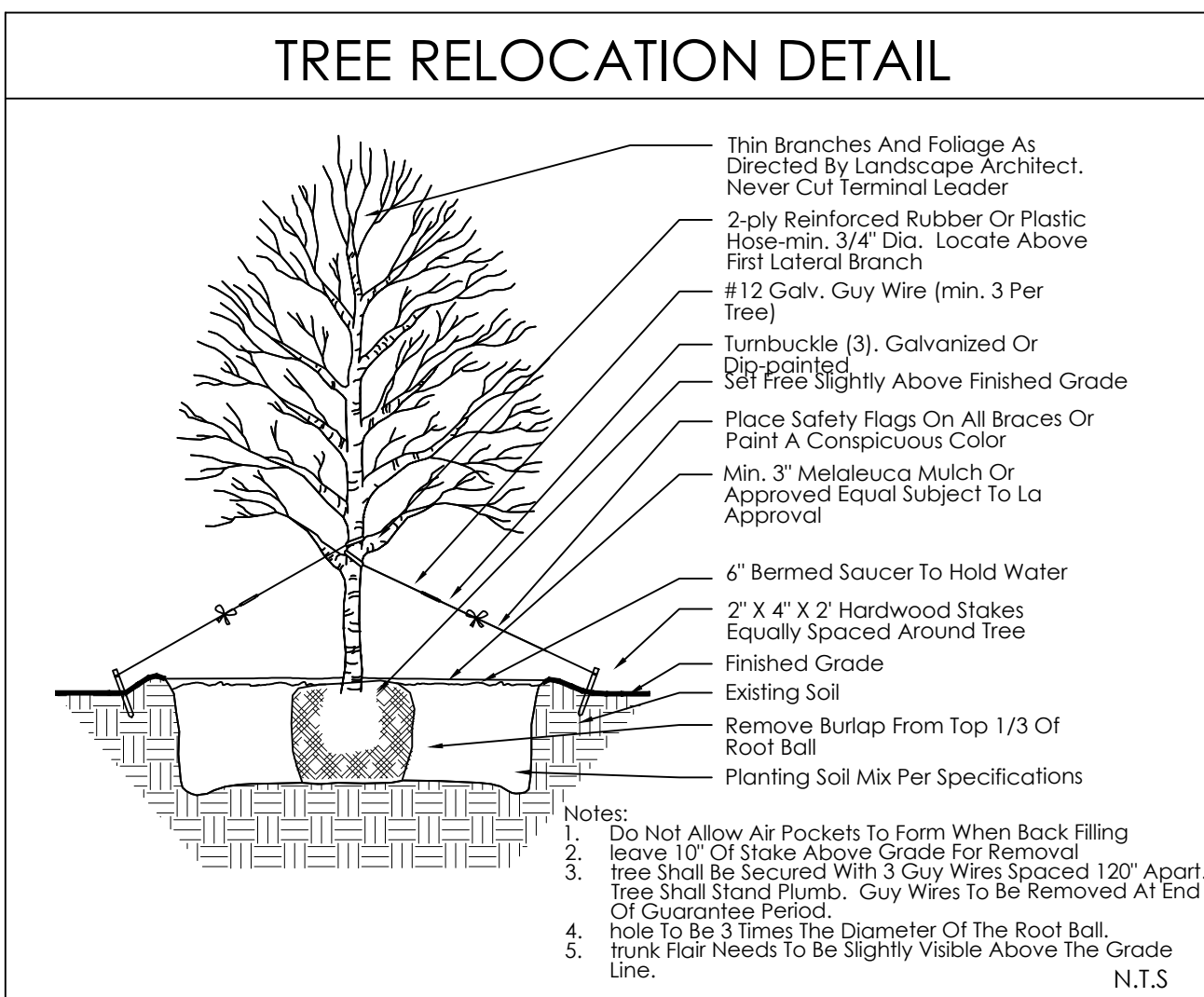
TREE DISPOSITION KEY

CANOPY TREES	PALM TREES
To be Placed at Dripline per Tree Protection Detail	

* See Landscape Plan (LP-2) for Final Tree Locations

VEGETATION NOTES

1. Tree protection barriers shall be installed and in place prior to any other construction activity on site. Tree protection barriers shall remain in place throughout the construction of the project until removal is approved by governing agency.
2. During land altering and construction, protective barriers shall be maintained around all trees / palms or groups of trees / palms to be protected. The movement of equipment or the storage of equipment, materials, and placement of debris or fill within protective barriers is prohibited.
3. A permit to remove trees / palms must be applied for with the governing agency prior to and tree removal.
4. All relocated trees and palms shall be staked and guyed as indicated in the details.
5. Hurricane cut all Sabals prior to transplant.
6. All transplanted trees must be transplanted using best industry standards.
7. Provide irrigation to transplanted trees or trees within holding areas to ensure survivorship.
8. Vegetation to be preserved shall be barricaded with a 3-foot high plastic mesh (orange OSHA) supported by 5-foot long rebar or 2" x 2" wood stakes or equivalent.
9. Vegetation to be preserved at a lower final grade may be protected with a 24-inch high silt fence around the preserve area or Vegetation with the addition of the 3-foot high plastic mesh, if needed.
10. If hand clearing is necessary within the preserve area or under the Vegetation canopy. Vegetation to be preserved can initially be delineated by plastic ribbon affixed to survey stakes (to avoid putting up and taking down fencing) and then protected with either plastic mesh and/or the silt fence.
11. Vegetation to be relocated can usually be delineated by plastic ribbon affixed to survey stakes unless their relocation is delayed due to root pruning. If root pruning is required, the Vegetation shall be protected with either plastic mesh and/or silt fence.



SCHMIDT
NICHOLS
LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

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

Mint Eco Car Wash
Forest Hill Blvd.
Village of Palm Springs, Florida

Date: 10/28/22
Scale: 1" = 20'-0"
Design By: SMT
Drawn By: SMT
Checked By: JES
File No: 1075.15
Job No: 22-64

REVISIONS / SUBMISSIONS

12/15/22: Per Comments
01/12/23: Per Comments

NOT VALID WITHOUT THE SIGNATURE AND SEAL
OF A FLORIDA LICENSED LANDSCAPE ARCHITECT.

FLORIDA REGISTRATION NO.
Jon Eric Schmidt LA 0001638

EXISTING TREE
DISPOSITION
PLAN

LP-1 of 3

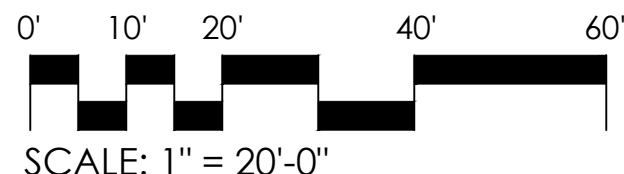
Location/ Area:	Code Requirement:	Required:	Provided:
North Property Line 10' Type 6 Land, Buffer along 66 LF (86' - 20' Drive Aisle)	1 Tree per 20 LF 3' Ht. Hedge Minimum 2 Meandering Tiers	4 Trees 3' Ht. Hedge 2 M. Tiers	4 Trees 3' Ht. Hedge 2 M. Tiers
North Property Line 15' Type 3 Land, Buffer along 152 LF	1 Tree per 20 LF 3' Ht. Hedge Minimum 6' Ht. Wall or Fence	8 Trees 3' Ht. Hedge 6' Ht. Wall	8 Trees 3' Ht. Hedge 6' Ht. Wall
South Property Line 15' Type 5 Land, Buffer along 228 LF (253' - 25' Drive Aisle)	1 Tree per 20 LF 3' Ht. Hedge Minimum 2 Meandering Tiers	12 Trees 3' Ht. Hedge 2 M. Tiers	12 Trees: - 1 New Royal - 11 New Royal 3' Ht. Hedge 2 M. Tiers
East Property Line 15' Type 3 Land, Buffer along 150 LF	1 Tree per 20 LF 3' Ht. Hedge Minimum 6' Ht. Wall or Fence	8 Trees 3' Ht. Hedge 6' Ht. Wall	8 Trees - 1 Palm Cluster - 7 New Royals 3' Ht. Hedge 6' Ht. Wall
East Property Line 10' Type 2 Land, Buffer along 130 LF	1 Tree per 20 LF 3' Ht. Hedge Minimum 6' Ht. Wall or Fence	7 Trees 3' Ht. Hedge 6' Ht. Wall	7 Trees 3' Ht. Hedge 6' Ht. Wall
West Property Line 10' Type 5 Land, Buffer along 245 LF (255' - 10' Drive Aisle)	1 Tree per 20 LF 3' Ht. Hedge Minimum 2 Meandering Tiers	13 Trees - 2 New Oaks - 2 Palm Clusters - New/ Relo. 3' Ht. Hedge 2 M. Tiers	13 Trees: - 2 New Oaks - 2 Palm Clusters - New/ Relo. 3' Ht. Hedge 2 M. Tiers
Required Trees 47,890 SF Total Site Area	1 Tree per 2,500 SF of Total Site Area	20 Trees	40 Trees
Required Landscape Area (7 Parking Spaces)	20 SF for each Parking Space	140 SF	Greater than 140 SF
South Building Foundation Plantings (120 LF Facade)	25% Facade Facing Street 1 Tree or Palm Cluster per 30 LF / 5' Width Minimum	10 LF (25%) 1 Tree/Palm C. 5' Width Min.	92 LF (77%) 1 Palm Cluster 5' Width
West Building Foundation Plantings (40 LF Facade)	25% Facade Facing Street 1 Tree or Palm Cluster per 30 LF / 5' Width Minimum	10 LF (25%) 1 Tree/Palm C. 5' Width Min.	13 LF (32%) 1 Tree 5' Width
Palm Ratio	Can only count for less than 50% of required Trees	Less than 50%	23% Palms
Native Species Ratio	40% of Plantings Must be Native Species	40%	49% Native Species
VUA/Parking Lot Trees	75% must be Shade Trees	75%	78%

TREES	CODE	QTY	BOTANICAL COMMON NAME	CALIPER	HEIGHT	SPREAD	GLASS TRUNK	WATER USAGE	NATIVE
	BS	3	Bursera americana / Gumbo Limbo Single Straight Trunk, No Low Growth	2.5" Cal.	12'	6"	5' Min.	Low	Native
	CD	2	Coccoloba diversifolia / Figum Plum Single Straight Trunk, No Low Growth	2.5" Cal.	12'	6"	5' Min.	Low	Native
	CS	31	Conocarpus erecta serotena / Silver Button Wood Single Straight Trunk	2" Cal. Min.	12'	5'	5' Min.	Low	Native
	IC	11	Ilex coccinea / Dahoon Holly Tree 5' to 12' Tall, Full to Base to Not Acceptable	2" Cal. Min.	12'	6"	5' Min.	Low	Native
	LI	4	Lagerströmia indica 'Natchez' / Natchez Crane Myrtle Single Straight Trunk, Min 5' CT	2" Cal. Min.	12'	6"	5' Min.	Low	Non-Native
	PE	3	Platyneris elegans / Alexander Palm Single Trunk, No Seared Trunk, Medium	2.5" Cal.	18' O.A.	6'	12' C.T.	Medium	Non-Native
	QT	3	Quercus virginiana / Southern Live Oak Transplanted From On Site	EX	EX	EX	EX	Low	Native
	ST	5	Salid palmatio / Transplanted Cabbage Palm Transplanted From On Site	EX	EX	EX	EX	Low	Native
SHRUBS	CODE	QTY	BOTANICAL COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	CHR	134	Chrysanthemum italicum / Green Coccoloba Full to Base	36"	30"	30" O.C.	Low	Native	
	CLB	204	Clusia peltata / Small-Leaf Clusia Full to Base	36"	30"	30" O.C.	Low	Native	
	CLU	47	Clusia peltata / Small-Leaf Clusia Full to Base	6"	36"	30" O.C.	Low	Native	
	CON	30	Conocarpus erecta serotena / Silver Button Wood Full to Base	36"	30"	30" O.C.	Low	Native	
	POD	27	Podocarpus macrophyllum / Maui Podocarpus Full	48"	24"	24" O.C.	Low	Non-Native	
	SCH	133	Schefflera arboricola / Green Schefflera Full, Green Color, no variegation	24"	18"	24" O.C.	Medium	Non-Native	
	TRA	4	Trachelium grandiflorum / Confederate / Confederate Jasmine Tree to Budding	48"	24"	As Shown	Medium	Non-Native	
SHRUB AREAS	CODE	QTY	BOTANICAL COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	HYM	69	Hymenocallis latifolia / Spider Lily Full to Base	24"	18"	30" O.C.	Low	Native	
	JAS	90	Jasminum vobense / Wax Jasmine Full to Base	24"	18"	24" O.C.	Medium	Non-Native	
GROUND COVERS	CODE	QTY	BOTANICAL COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	CAR	61	Carissa macrocarpa 'Emerald Blanket' / Emerald Blanket Natal Plum Full to Base	10"	10"	18" O.C.	Medium	Non-Native	
	FIC	15	Ficus microcarpa 'Green Island' / Green Island Ficus Full to Base	12"	12"	18" O.C.	Medium	Non-Native	
	LIR	225	Liriodendron tulipifera / Big Blue / Big Blue Liriodendron Full to Base	10"	10"	12" O.C.	Low	Non-Native	
	SOD A	13,653 sf	Stenotaphrum secundatum / St. Augustine Grass Solid Sod, Stagger Seeded, Field Very Sod Areas Prior to Bid, Sod All Disturbed Areas	N/A	N/A	N/A	High	Non-Native	

1. Easements shall not encroach landscape buffers more than 5 feet.
2. FDOT Type D or F curb shall be provided along the perimeter of all landscape, open space, drainage and graded areas adjacent to paved vehicular use areas, except where wheel stops are provided.
3. Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30' and 8' above crown of road.
4. Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers, or other landscaped areas.
5. All plant material is to be installed to the height, spread and DBH/Caliper shown in the Plant List. Container sizes are given as a suggestion only.
6. No muck-grown sod shall be utilized in detention areas.
7. All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing min. 150% coverage.
8. Trees shown for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the field in accordance with the planting details shown herein.
9. Trees are to be installed with a ten foot (10') separation from any water or sewer main and/or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system (e.g. "Root Barrier" detail for installation requirements). However, in no case shall a tree encroach into a PBCEU without prior PBCEUD approval and only sod can be installed within 7.5' of a fire hydrant unless otherwise approved by the Fire Marshal.
10. All parking lot islands, and any other areas on site with base rock, shall be excavated to a minimum depth of the native soil on site and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other non-vegetative material.
11. All substitutions or modifications from the approved Landscape Plan must be submitted and approved by the Landscape Architect in writing.
12. All ground-mounted equipment shall be screened from view.
13. Prior to C.O., the site must have 100% sod coverage, including greenspace in the directly adjacent ROW. All disturbed areas must be sodded including all areas used for staging and maneuvering that may not be indicated on the landscape plan.
14. Any equipment (condensing units, transformers, etc) must not interfere with proposed parking lot trees. One tree must be planted in each island.

EXISTING TREE TO REMAIN

EXISTING PALM TREE TO REMAIN



PART 1 GENERAL

1.01 WORK INCLUDED

- A. The scope of the work for the landscape contractor for the project shall include the provision of all labor, materials and equipment required to complete all tasks associated with the landscape and irrigation installation as shown on the drawings or noted herein. The landscape contractor is responsible for coordinating with the general contractor reasonable access to power and potable water sources as required to ensure plant survivability and delivery of a completed project that meets all the required specifications.
- B. Subgrade Elevations: Excavation, filling and grading required to establish elevations 4" lower than elevations and contours shown on drawings are not specified in this Section.
- C. Finish Grade Elevations: 1 inch below top of pathway edging.

1.02 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work.
- B. The landscape contractor shall be responsible for ensuring all work (including delivery, storage and disposal of their materials) is performed in compliance with applicable jurisdictional codes.
- C. The landscape contractor shall be responsible for familiarizing themselves with project plans and scopes of work related to associated trades to be performed by others in order to identify key coordination items including, but not limited to, site access, material storage, and scheduling and sequencing of work. The landscape contractor is responsible for coordinating all site issues with the general contractor.
- D. The plant quantities shown on the landscape contract documents are for the convenience of the landscape contractor. The landscape contractor is responsible for verifying all quantities and reporting any discrepancies to the Landscape Architect for clarification prior to contract award and at commencement of work. Contractor is responsible for confirming sod quantities and certifying such to the Owner or his representative.
- E. The landscape contractor shall be responsible for the protection of all adjacent work, materials and equipment from damage due to their activities. The landscape contractor shall be solely responsible for any damage or injury to person or property that may occur as a result of the execution of their work.
- F. Landscape Contractor to notify Owner or his representative, or Landscape Architect at least three (3) working days prior to beginning any stage of work.
- G. Owner or Landscape Architect to be immediately notified of any discrepancies found in field.
- H. The Owner or his representative, or Landscape Architect reserve the right to field adjust plant material on-site to avoid conflicts or discrepancies not anticipated in the planning process.
- I. Source Quality Control:

1. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution.
 3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
 4. Trees, Palms and Shrubs: Provide trees, palms and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as decay, knots, sun-scorch, injuries, abrasions, and disfigurement. Root systems shall be vigorous and fibrous, filling the container but shall not be root bound or exhibit spiraling roots. Verification of the health and vigor of all plant material is the sole responsibility of the landscape contractor.
- A. Provide trees, palms and shrubs for grades Florida No. 1, as outlined under the current edition of the Grades and Standards for Nursery Plants, Florida Department of Agriculture, unless otherwise noted.
- I. Sizes: Provide trees and shrubs of sizes shown or specified. Trees, palms and shrubs of larger size may be used if acceptable to Landscape Architect, and if sizes of roots or balls are increased proportionally.
- B. Inspection: Landscape Architect reserves right to inspect trees, palms and shrubs either at place of growth or at site before planting, for compliance with requirements for name, variety, size and quality.

1.03 SUBMITTALS

- A. Certification: Submit certificates of inspections as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- B. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed species.
- C. Planting Schedule: Submit planting schedule showing schedule dates for each type of planting in each area of site.
- D. Maintenance Instructions: Submit procedures for maintenance of landscape work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original containers showing weight analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of root strips.
- C. Trees, palms and shrubs: Provide freshly dug trees, palms and shrubs. Do not prune prior to delivery. Do not bend or bind-lie trees or shrubs in such a manner to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.
- D. Deliver trees, palms and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
- E. Do not remove container grown stock from containers until planting time.

1.05 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available.
- B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.
- D. Planting Schedule: Where applicable, prepare a proposed planting schedule. Schedule dates to establish a logical sequence for landscape work to avoid damage to other landscape work and work performed by other discipline. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.
- E. Coordination with Lawns: Plant trees, palms and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Landscape Architect. If planting of trees, palms and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.06 SPECIAL PROJECT WARRANTY

- A. Warrant lawns through specified maintenance period, and until final acceptance. The required period is for one full year following installation of lawn areas.
- B. Warrant trees for a period of one year after date of substantial completion against defects death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Contractor's control.
- C. Warrant shrubs for 1 full year after date of substantial completion.
- D. It is understood that the warranty is to be inclusive of all labor, materials and equipment necessary for the replacement of any plant materials required.
- E. Should the landscape contractor be required to replace any damaged, diseased, dying or dead plant material it is understood that the replacement material is to be of the same species, size and quality as that originally specified on the Landscape Plan. The contractor will be responsible for the removal of all materials and leaving the impacted area clean following any remedial action.
- F. Remove and replace trees, shrubs or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period, in opinion of the Landscape Architect, it is advisable to extend warranty period for a full growing season or for one full year.
1. Another inspection will be conducted at end of extended warranty period to determine acceptance or rejection. Only one replacement will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. If topsoil is not available on site it must be furnished as specified. Throughout all parts of site where finish grades and contour lines differ from existing contour lines, bring to finish grade contours shown on "Grading Plan."
- B. Topsoil shall be friable fertile soil with representative characteristics of area soils. It should be free of heavy clay, silt, stone, extraneous lime, plant roots and other foreign matter greater than 1 1/2" diameter. It shall not contain noxious plant growth (such as bermuda or nut grass). It shall test in neutral Ph range of 5.0 to 6.75 and contain no toxic substances that can be deemed to impede plant growth. The contractor shall be prepared to have soil lab-tested at his expense by the Landscape Architect or Owner. Topsoil shall comply with the following quantitative analysis.

COMPONENTS	VOLUME MEASURE	PARTICLE SIZE
Organic Matter	3 - 5%	
Silt	10 - 30%	0.05 to 0.002 MM
Sand	25 - 75%	0.2 to 0.05 MM
Clay	5 - 25%	0.02 MM and below

2.02 SOIL AMENDMENTS

- A. If necessary to bring soil into above specified limits:
- U. lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
- C. Peat Humus or Peat Moss: Texture, moisture and pH range suitable for intended use.
- D. Humus Soil Conditioner: Consisting of yard trimmings and biosolids co-compost.
- E. Commercial Fertilizer: Complete fertilizer of neutral character, with 40% .50% of the total nitrogen in a water insoluble form. It shall be uniform in composition, dry and free flowing.
1. For trees, palms and shrubs, provide fertilizer with not less than 6% available phosphoric acid, 6% nitrogen and 6% soluble potash.
 2. For lawns, provide fertilizer with not less than 16% phosphoric acid, and 6% potassium, and percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 1000 square feet of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.

2.03 PLANT MATERIAL

- A. Plant list/schedule is part of this specification section.
- B. Quality: All plants shall comply with Grades and Standards for Nursery Plants, latest edition, prepared by the Florida Department of Agriculture and Consumer Services.
- C. Deciduous Trees: Provide trees of height, spread, and caliper listed or shown and with branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required. Provide single stem trees except where special forms are shown or listed. Ball condition variable.
- D. Balled and burlap trees should be dug and prepared for shipment in a manner that will not damage roots, branches, shape and future development after planting. The product received on-site should have a firm ball with natural soils. Dried, cracked or broken rootballs will not be accepted.

- E. Coniferous and Broad-leaved Evergreens: Provide evergreens of size shown or listed Dimensions indicate minimum height, spread, and caliper. Provide specified quality evergreens with well-balanced form complying with requirements for other size relationship to the primary dimension shown and branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required.
- F. The landscape contractor is responsible for confirming the availability of all the specified plant materials within four (4) weeks of project award. All requests for substitution due to lack of availability must be to the Landscape Architect in writing within this period. No substitution shall be permitted without prior written approval from the Landscape Architect. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution. G. Root suckers on Live Oaks are not acceptable.
- H. No double or multi-trunk trees unless otherwise specified.
- I. Caliper: Trunk caliper (trunk diameter) is measured six inches from the ground on trees up to and including four inches in caliper, and 12 inches above the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it, is referred to as caliper.

2.04 GRASS MATERIALS

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with established tolerance for purity and germination. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. Attach a schedule of requirements.
- B. Sod: Provide strongly rooted sod free of weeds and undesirable native grasses, capable of growth and development when planted.
- C. No muck-grown sod shall be utilized in detention areas.

2.05 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Ground Cover: Provide plants established and well-rooted in removable containers or internal peat pots and with not less than minimum number and length of runners specified.
- B. Anti-Erosion Mulch: Provide clean, dry, mulching hay or straw of coastal bermuda, pangola or bahia grass. Only underdecomposed mulch which can be readily cut into soil shall be used.
- C. Mulch: Metaleuca or equal. The use of cypress mulch is prohibited.
- D. Stakes and Guy: When required provide stakes and deadmen of round new hardwood or treated softwood free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron not less than 12 ga. with zinc-coated turnbuckles. Provide not less than 1 1/2" hose, cut to required lengths to protect tree trunks from damage by wires.

PART 3 EXECUTION

3.01 LAYOUT

- A. Layout individual trees and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as maybe required.

3.02 PREPARATION OF PLANTING SOIL

- A. The landscape contractor is responsible for the preparation of soils within all planting areas inclusive of providing all imported soil materials, soil amendments, soil conditioners and fertilizers as required.
- B. Before mixing, clean topsoil of roots, plants, stons, stons, clay lumps, and other extraneous materials harmful or toxic to plant growth. With good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as decay, knots, sun-scorch, injuries, abrasions, and disfigurement. Root systems shall be vigorous and fibrous, filling the container but shall not be root bound or exhibit spiraling roots. Verification of the health and vigor of all plant material is the sole responsibility of the landscape contractor.
- C. Remove all sheetrock encountered and backfill with clean sand or sand/silt mix.
- D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
- E. Prevent lime from contacting roots of acid-loving plants.
- F. Remove all sheetrock encountered and backfill with clean sand or sand/silt mix.

3.03 PREPARATION FOR ALL PLANTING AREAS

- A. Eradicate weeds within the limits of all planting areas prior to beginning landscape installation. Perennial weeds and grasses to be removed include, but are not limited to, nut grass, puncture vine, morning glory, dog fennel, topogedo grass, Bahia grass, kikuyu grass, crab grass, carpet grass, sedge and other noxious and/or invasive weeds. The site is to be maintained weed free throughout planting operations.
- B. Existing plant material to be removed, except where noted on the Landscape or Tree Disposition Plans.
- C. Pre-kill to scarify soils in all planting areas to a minimum depth of 4". Densely compacted areas between 85% and 90% are to be cross ripped to a minimum of 6" depth. In the process of filling remove unacceptable materials including, but not limited to, foreign debris, construction waste, rocks, concrete, asphalt and rocks greater than 1/2" diameter on average. In soils to receive soil till in fertilizer to a depth of 2" at a rate of 12 pounds per cubic ft.
- D. All planters shall be excavated to a minimum depth to reach native soil and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.
- E. All road rock, concrete, asphalt and other non-natural material to be removed from all planting areas prior to landscape installation.
- F. Spread a layer of 2 to 3 inches of humus soil conditioner over the entire planting areas. Planting areas shall include all new sod areas, shrub areas and tree areas. These areas shall be as large as 3 times the diameter of the beds of the plants, except where confined by hardscape features such as paved parking areas, paved walk ways, structures, etc. Overlapping areas shall be considered to be one half the planting area for the entire mass. The humus soil conditioner shall then be uniformly spread, tilled or aerified into the existing soil to a depth of 6 to 8 inches with the following exception: no rototilling shall occur closer to the trunks of established plants than one half the distance to the drip-line of the existing plant canopy. All plants, including hedges and ground cover shall be planted in individually dug holes and the material dug from the holes shall then be further mixed with the prepared site soil prior to backfilling of the planting holes around the rootballs.
- G. All landscape beds, including sod soil, shall be leveled and raked smooth prior to any planting.

3.04 PREPARATION FOR PLANTING LAWNS

- A. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6", apply soil amendments and initial fertilizers; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture; free of lumps, clods, stons, and other extraneous matter.
- B. Place approximately 1/2" of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil.
- C. Allow for sod thickness in areas to be sodded.
- D. Grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll and rake and remove ridges and fill depressions, as required to meet finish grade for lawn planting. Limit fine grading to areas which are to be planted immediately after grading.
- E. Moisture prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- F. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.05 PREPARATION OF PLANTING BEDS

- A. Loosen subgrade of planting bed areas to a minimum depth of 12" using a cultimulcher or similar equipment. Remove stones over 1 1/2" in any dimension, and sticks, stones, rubbish and other extraneous matter. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Place approximately 1/2" of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil. Add soil amendment.
- B. Excavation for Trees and Shrubs: Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
1. For balled and burlapped (B & B) trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth.
 2. For container grown stocks, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- D. It is understood that the contractor is to be inclusive of all labor, materials and equipment necessary for the replacement of any plant materials required.
- E. Should the landscape contractor be required to replace any damaged, diseased, dying or dead plant material it is understood that the replacement material is to be of the same species, size and quality as that originally specified on the Landscape Plan. The contractor will be responsible for the removal of all materials and leaving the impacted area clean following any remedial action.

3.06 PLANTING TREES, PALMS AND SHRUBS

- A. Lay out individual trees, palm and shrub locations and areas for multiple plantings where required. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as may be required upon approval.
- B. Set balled and burlapped (B&B) stock on edge of planting soil mixture, pull back and trench with top of ball at same elevation as adjacent finished landscape grade. Remove burlap on sides of balls; retain on bottoms. When set, place additional backfill free from rocks and debris around base and sides of ball and work each side of ball to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- C. Balled and burlapped trees with natural burlap: pull back or remove at a minimum, the top 1/3 of the burlap from the root ball. Syntheticplastic burlap and all other non-biodegradable materials must be removed completely from the root ball and disposed of.
- D. Trees in baskets: Remove wire baskets to a depth of 18" min. All synthetic strapping and other non-biodegradable materials must be completely removed and disposed of. Any burlap must be pulled back or removed from the top of the rootball.
- E. If trees are to be containerized, root ball will be shaved at the periphery to remove all circling roots.
- F. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- G. Top-most root shall be visible within the top 2" of the root ball.
- H. All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. If trees are located outside planting beds in grass areas, maintain a minimum three feet 3" wide offset to allow for mowers to maneuver.
- I. Face of trees and palms to be located a minimum of 2'-0" off all sidewalks/bike paths or other paved surfaces, unless otherwise noted on plans.
- J. Groundcover and shrubs to be laid out in a uniform and consistent pattern.
- K. Dish top of backfill to allow for mulching.
- L. Mulch pits, trenches and planting areas. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Not more than 2" mulch shall be placed over the rootball of the trees. At the base of the plant, 2" must be maintained free of mulch.
- M. Guy and stake trees immediately after planting, as indicated.
- N. The landscape contractor shall install plant materials using the best horticultural practices:
1. Protect plant material from damage during delivery, staging and installation. Do not begin installation of shrub and groundcover materials prior to completion of irrigation installation and final grading.
 2. Do not install plant materials in winds in excess of 30 miles per hour.
 3. Do not install plant material if deemed site conditions will impede the ability of plant material to thrive without notifying the Landscape Architect of concerns prior to installation.
 4. Perform all work in accordance with all applicable laws, codes and regulations inclusive of all permits and inspections required by federal, state and local jurisdictions.
 5. The use of cables and chains for the lifting of trees is prohibited. Trees are to be lifted using nylon straps a minimum of 4" in width. Wrap trunks to protect from scraping and scarring.
 6. The 'choke' strapping method for lifting trees is prohibited.
 7. Do not drop plant material.
 8. Limit the amount of plants to be installed per day to those that can adequately be watered in the same day.
 9. Carefully remove containerized plants from their cans to avoid breaking the rootball. Containers should only be removed immediately prior to installation and plants should be immediately watered after placement.
 10. Remove burlap and cut steel baskets from at least the top third of the rootball for all B&B material. Remove wire baskets to a minimum depth of 18".
 11. Plant material must be installed at correct elevation in relation to finish grade as indicated on the planting details after setting. Plants set at incorrect elevations will need to be raised or lowered accordingly at no additional cost to the owner.
 12. Planting pits for trees and shrubs must be excavated to the dimensions specified on the planting details. Following planting area immediately surrounding plant is to be tamped firm and use water jet technique to remove all air pockets repeating as required.
 13. Apply re-wetting agent to the surface of all plant pits for trees and shrubs per manufacturer's recommendations.
 14. Apply shredded hardwood mulch in even layer to a 3" depth. Mulch must be pulled off the base of all plant material.
 15. Continuously monitor status of installed materials and make modifications, clean-ups and replacements as required.

3.07 PRESERVED PLANT MATERIALS

- A. The contractor is responsible for protecting and maintaining all plant material to remain within the limits of construction as indicated on the plans. Existing trees to remain shall be undisturbed and protected by barricades. Barricades are to be installed prior to any construction or earthwork takes place on the site. Barricades shall remain in place through the duration of all construction activity and not removed until authorization has been received by the Landscape Architect and governing municipality.
- B. No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within this protected area.
- C. The contractor shall bear the sole responsibility of replacement for any damage to protected materials caused by construction activity without additional costs to the owner.

3.08 TRANSPLANTED PLANT MATERIALS

- A. Root prune all large canopy trees to be relocated prior relocation one half of the root system at a time and allow of adequate harden off time.
- B. Transplanted Sabal Palms shall be hurricane cut and rootballs shall be wrapped in burlap or plastic if not being planted within a 24 hour period.
- C. Palms of other species shall have their fronds tied together to prevent leaf damage and facilitate handling.
- D. Planting hole for transplanted material should measure two times the diameter of the root ball.
- E. Trees shall be planted at the same depth as it was in the field.
- F. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish all transplanted trees. The contractor should continue to monitor the moisture content for all transplanted trees and adjust supplemental irrigation as needed.
- G. All relocated trees shall be staked accordingly.
- H. The contractor shall bear the sole responsibility of replacement for any damage to transplanted materials caused by construction activity, deficient irrigation, or poor transplant procedure without additional costs to the owner.

3.09 PRUNING

- A. All pruning shall be done on the site before planting as directed by Landscape Architect. Pruning shall follow modern horticultural practice (see Grades and Standards for Nursery Plants) and shall be done with approved tools designed for the purpose intended. Lopping, topping, or shearing of trees or shrubs will be grounds for rejecting the plants as unsuitable and not meeting requirements. Damaged, scarred, frayed, split, or skinned branches, limbs or roots shall be pruned back to live wood nearest to the next sound outside lateral bud, branch, limb or root. The terminal leader or bud in all trees or shrubs shall be left intact and not removed unless damaged.
- B. Prune, thin out and shape trees and shrubs. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.

3.10 SODDING NEW LAWNS

- A. Lay sod within 24 hours from time of stripping.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips: do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Water sifted soil into minor cracks between pieces to sod; remove excess to avoid smothering of adjacent grass.
- C. There shall be no gaps greater than 1/4" between pieces of sod.
- D. Water sod thoroughly with a fine spray immediately after planting. Newly sodded areas shall be kept moist for the first week after planting after which a minimum watering rate of 2" per week, including rainfall shall be applied.
- E. No muck-grown sod shall be utilized in detention areas.
- F. Landscape Contractor is responsible for replacing any damaged sod.

3.11 MAINTENANCE

- A. The landscape contractor shall be responsible for the maintenance of all plant materials and the planting areas immediately after planting and until final acceptance but the owner, Landscape Architect, and governing municipality.
- B. Maintain trees, palms, shrubs and other plants until final acceptance but in no case less than following period: 30 days after substantial completion of planting.
- C. Maintain trees, palms, shrubs and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and diseases.
- D. Remove and replace excessively pruned or malformed stock resulting from improper pruning.
- E. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.
1. Sodded lawns, not less than 30 days after substantial completion.
 2. Seeded lawns, not less than 60 days after substantial completion.
- F. Maintain lawns by watering/fertilizing, weeding, mowing, liming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- G. Landscape Contractor is responsible for watering all sod and plant materials from date of installation through final acceptance even if irrigation is not in place, unless this responsibility is assumed in writing by another party.
- H. Contractor is responsible for returning to the site after a period of (1) one year to remove the staking from the trees and palms.

3.12 CLEANUP AND PROTECTION

- A. During landscape work, keep pavement clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and hoesppers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.13 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability. Landscape work may be inspected for acceptance in parts agreeable to Landscape Architect, provided work offered for inspection is complete, including maintenance.
- B. Seeded lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, uniform close stand of specified grass established, free of weeds, bare spots and surface irregularities (95% coverage required for acceptance).
- C. Sodded lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, well-rooted, even-colored, viable lawn is established, free of weeds, open joints and bare areas (95% coverage required for acceptance). Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

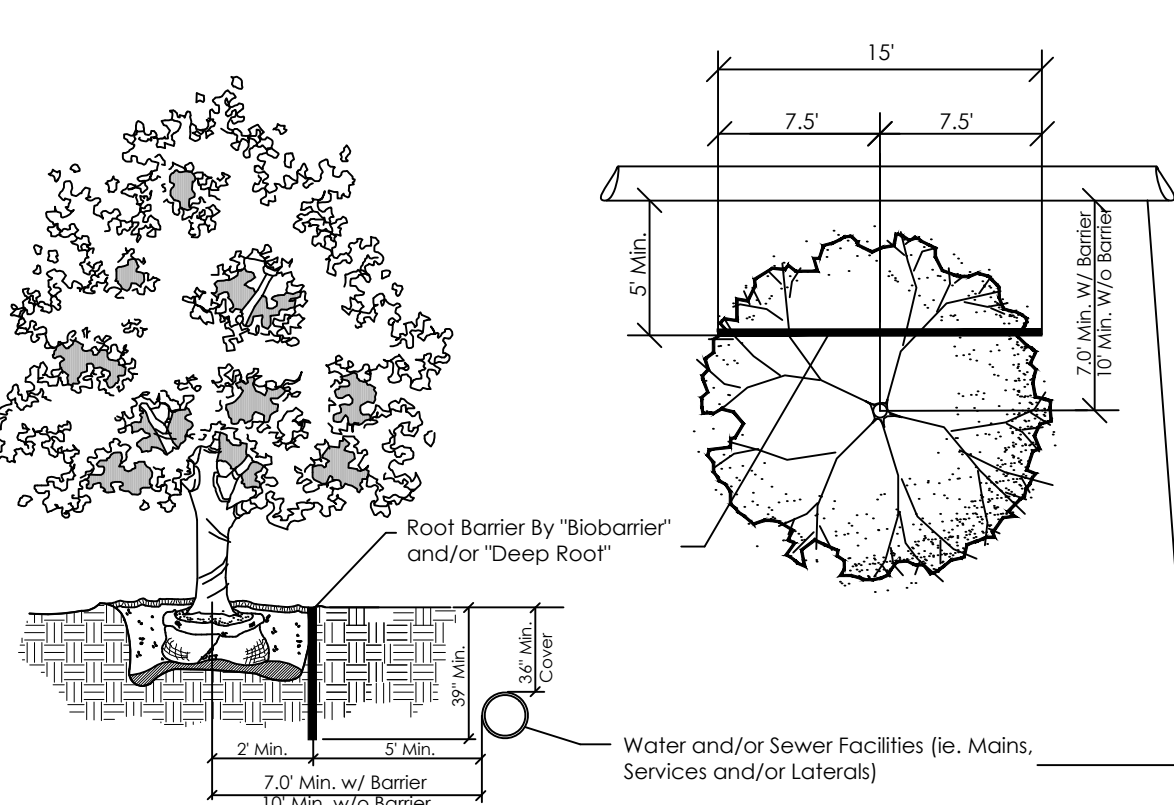
3.14 IRRIGATION

- A. An automatic irrigation system providing 100% coverage with 50% minimum overlap is to be designed and installed to maintain an established landscape.
- B. Bubbler shall be provided on all trees.
- C. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish the new and salvaged material. The contractor should continue to monitor the moisture content for all trees and shrubs.
- D. The landscape contractor is responsible for obtaining all necessary permits prior to installation.
- E. Provide an as built drawing of the irrigation system to the Landscape Architect.
- F. A rain sensor is required on all irrigation systems.

LANDSCAPE AND ROOT BARRIER NOTE:

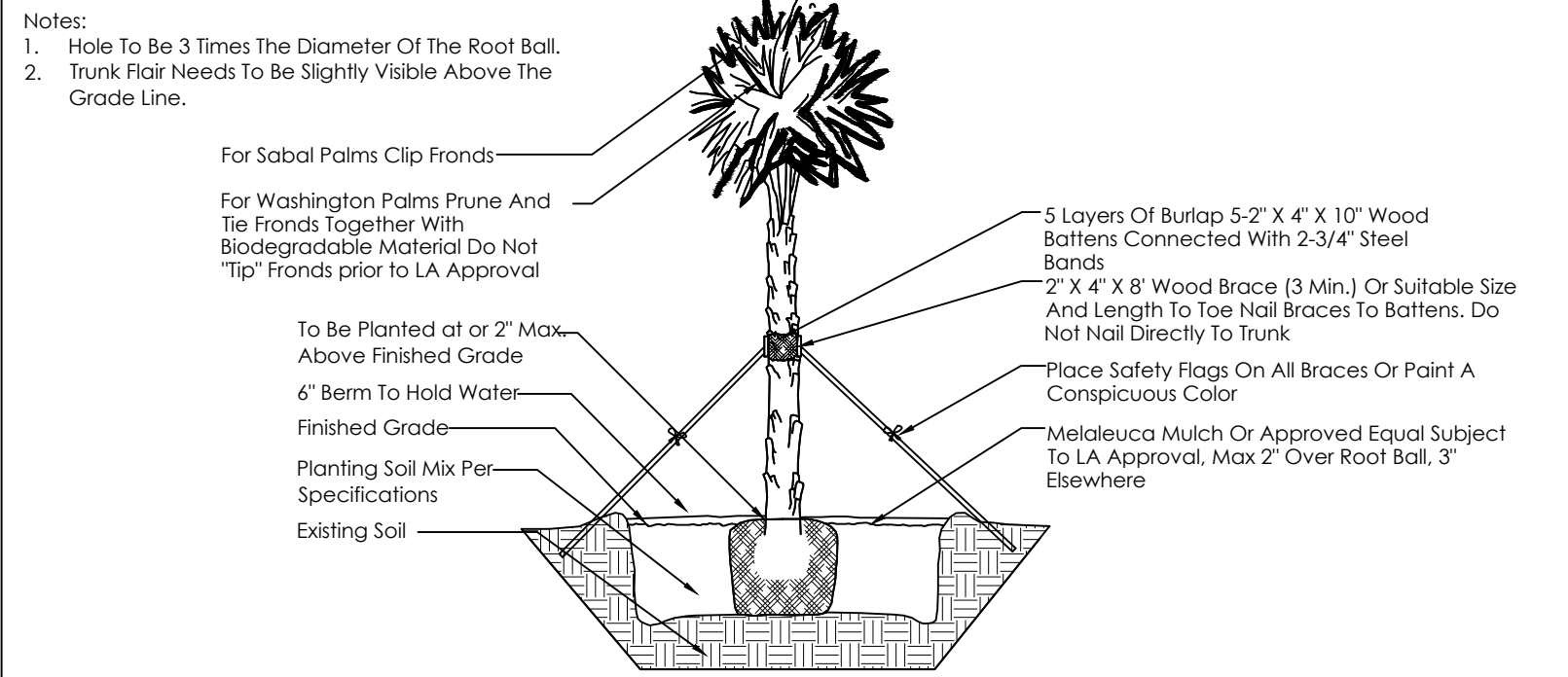
Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on this plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the filed in accordance with the planting details shown hereon.

Additionally, trees are to be installed with a ten foot (10') separation from any water or sewer main and/or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements.

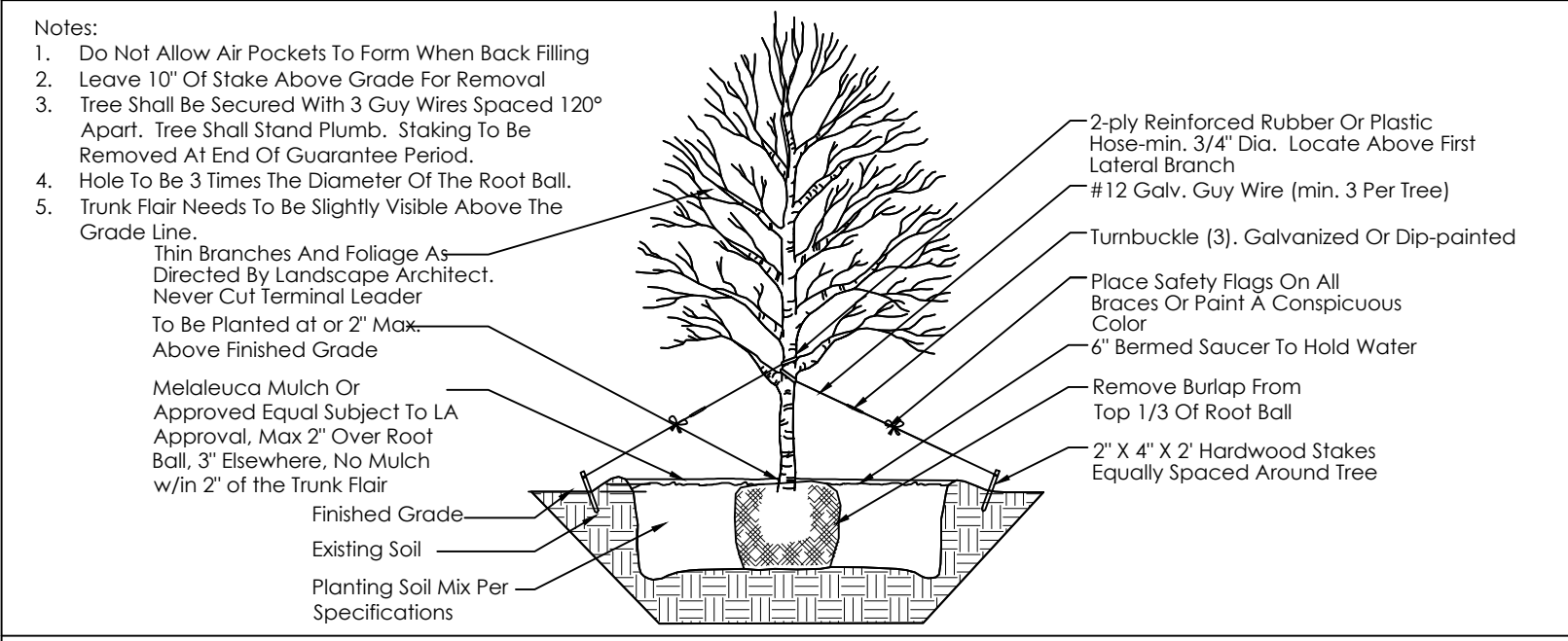


ROOT BARRIER DETAIL

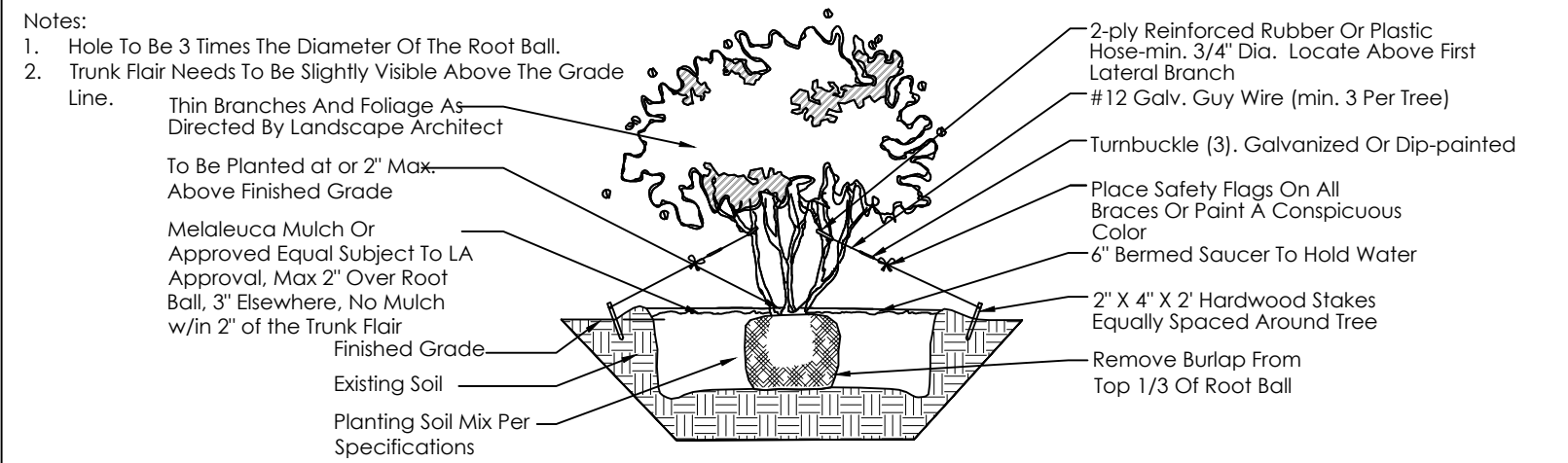
PLANTING DETAILS



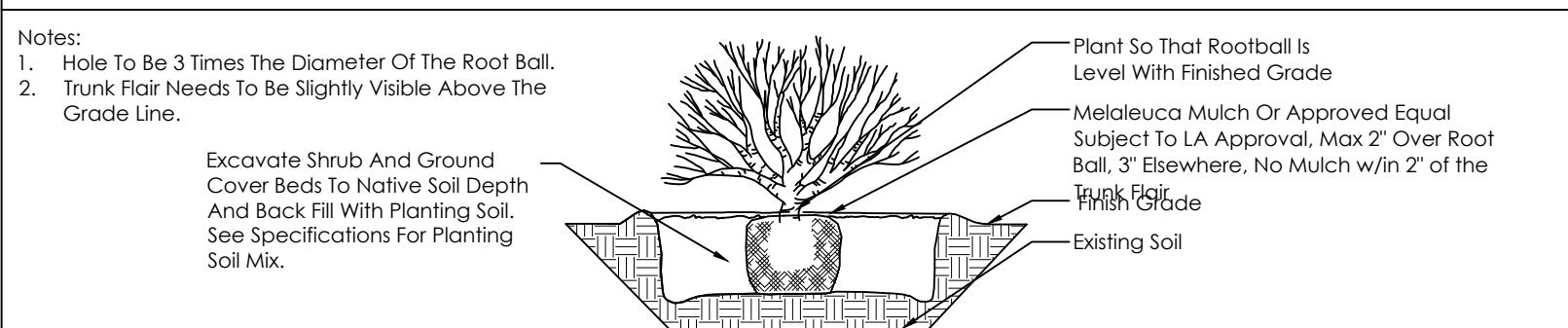
PALM PLANTING DETAIL



LARGE TREE (OVER 8' HEIGHT) PLANTING DETAIL

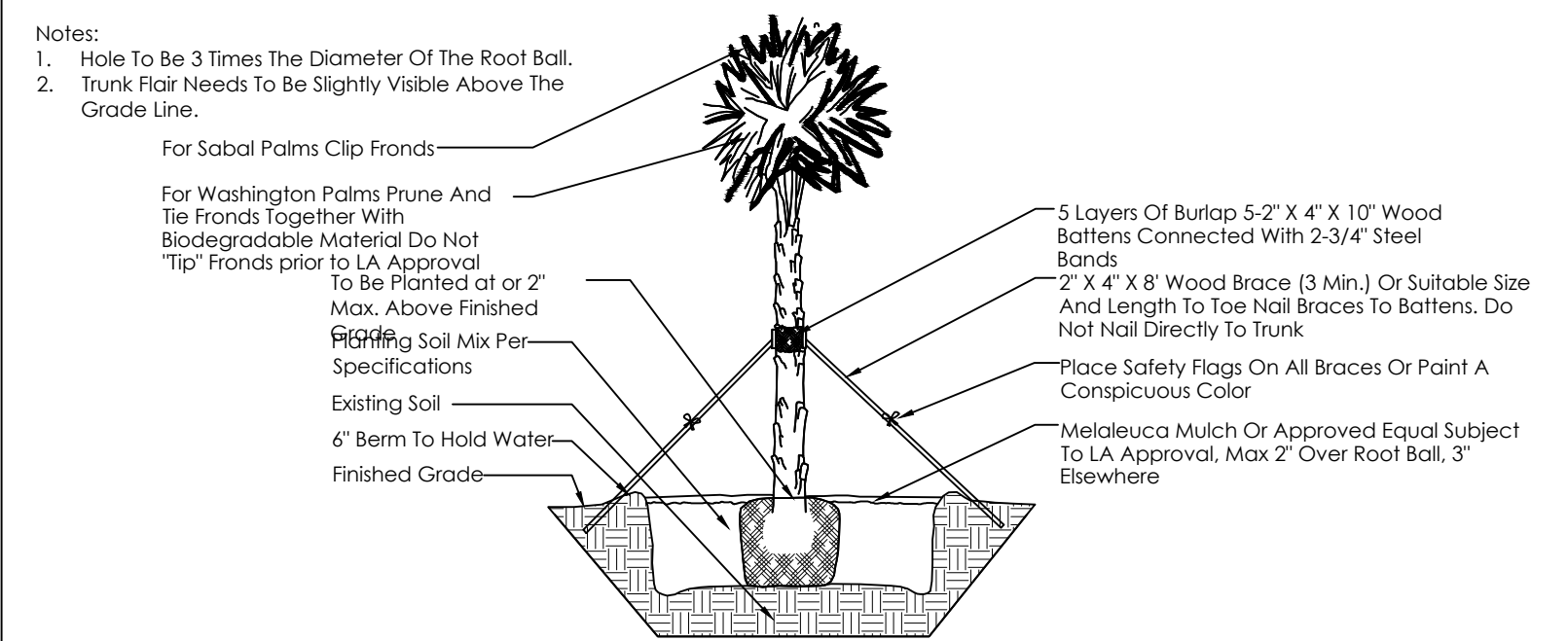


MULTI-TRUNK TREE PLANTING DETAIL

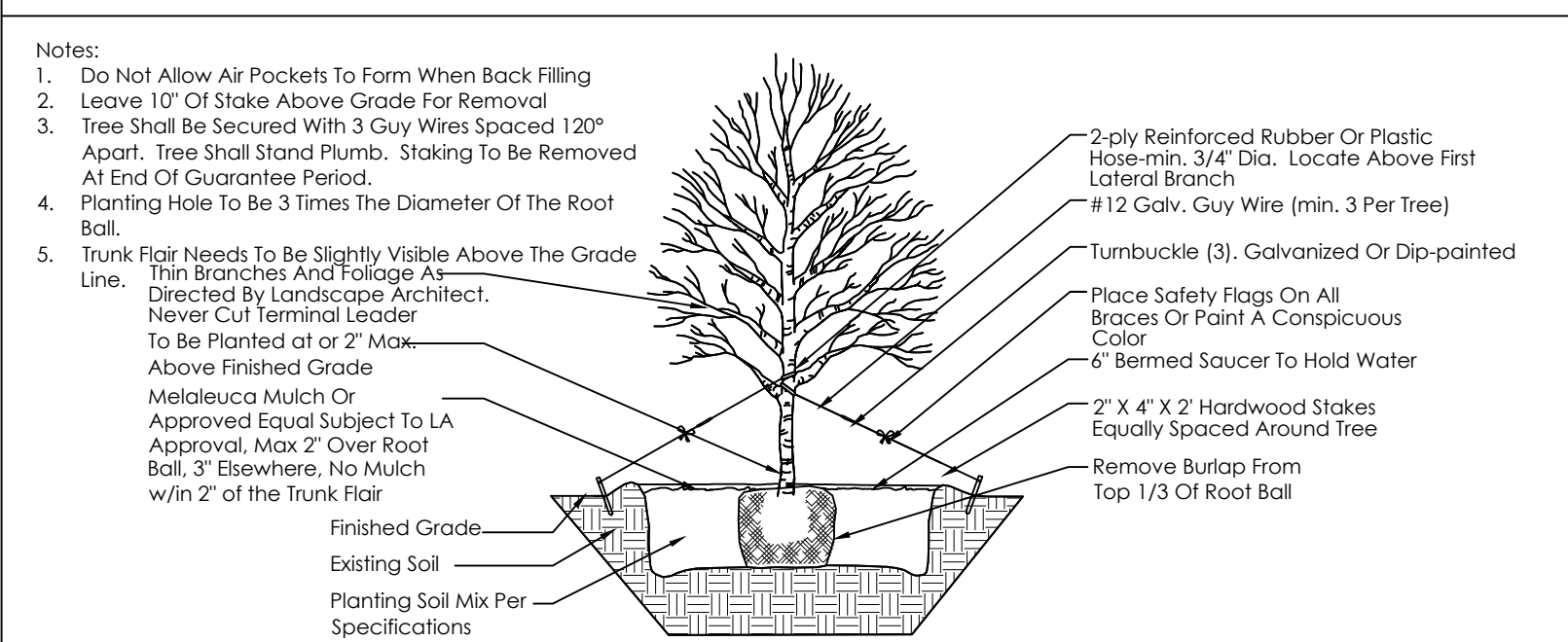


SHRUB AND GROUNDCOVER PLANTING DETAIL

Transplant Details



PALM PLANTING DETAIL



TREE PLANTING DETAIL

SCHMIDT NICHOLS

LANDSCAPE ARCHITECTURE AND URBAN PLANNING

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

Mint Eco Car Wash

Forest Hill Blvd.

Village of Palm Springs, Florida

Date:	10/28/22
Scale:	NTS
Design By:	SMT
Drawn By:	SMT
Checked By:	JES
File No:	1075.15
Job No.	22-64

REVISIONS / SUBMISSIONS

12/15/22: Per Comments
01/12/23: Per Comments

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED LANDSCAPE ARCHITECT.

FLORIDA REGISTRATION NO.
Jon Eric Schmidt LA 0001.638

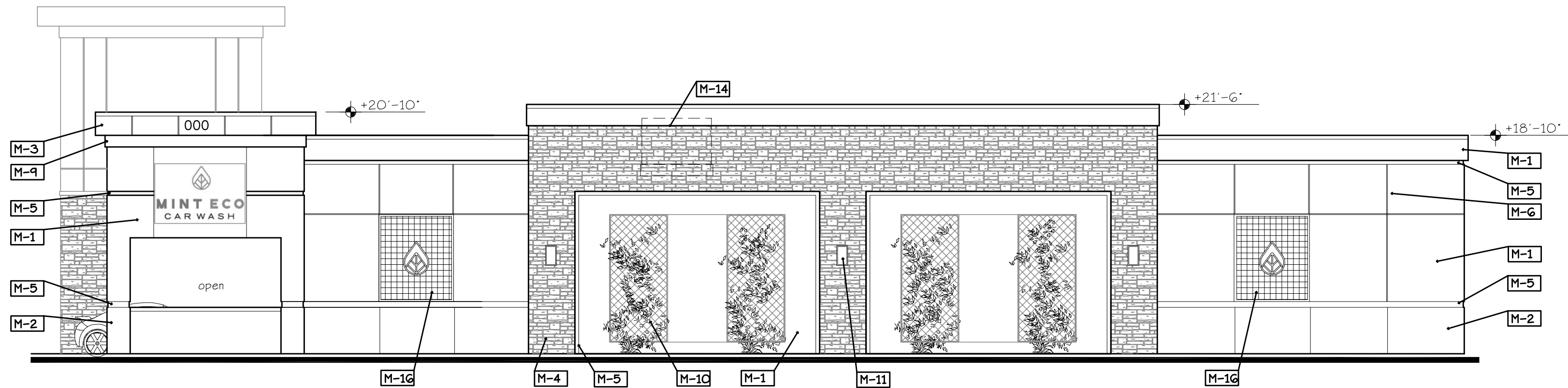
LANDSCAPE SPECIFICATIONS

LP-3 of 3



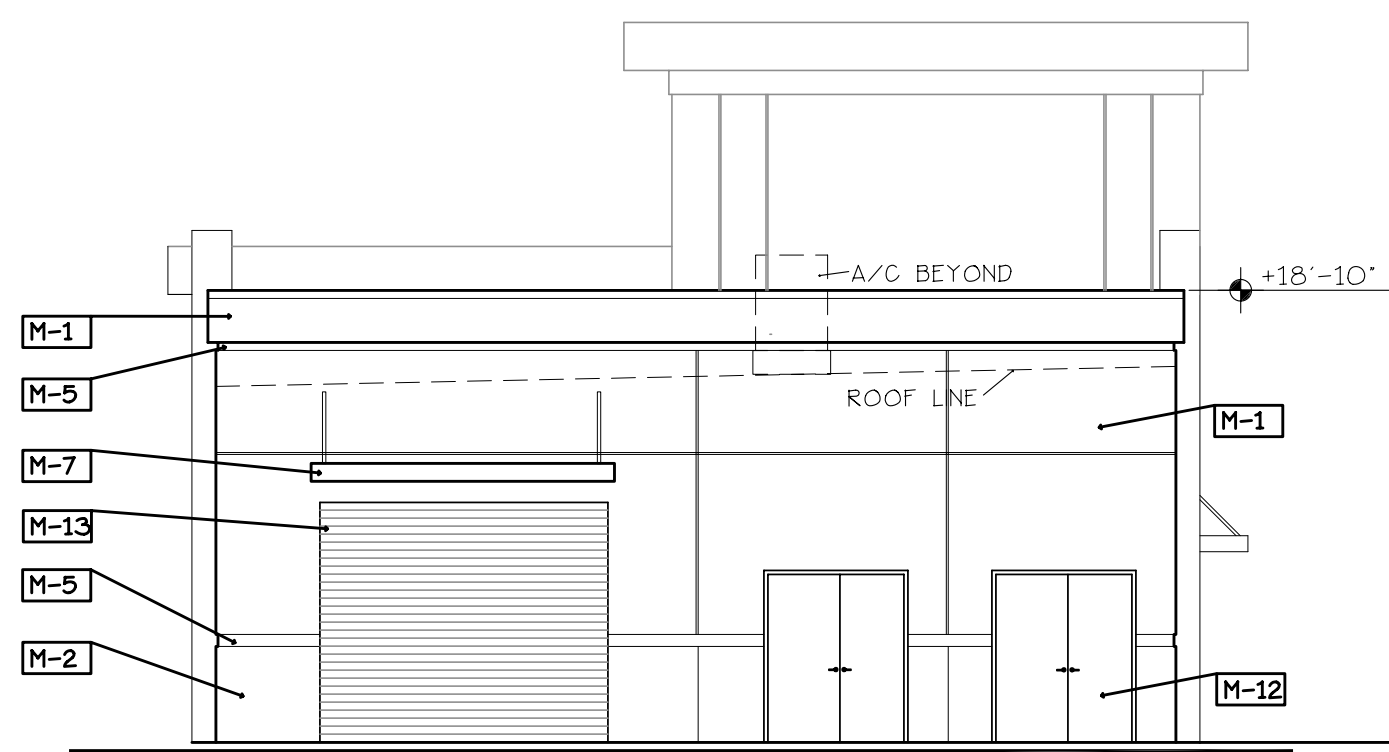
WEST ELEVATION

1/8" = 1'-0"



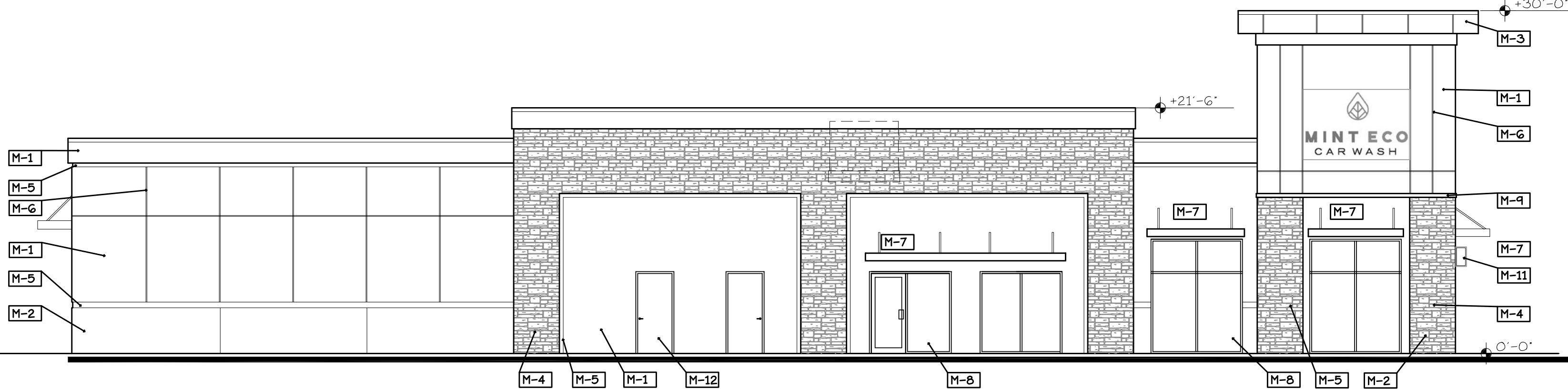
SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

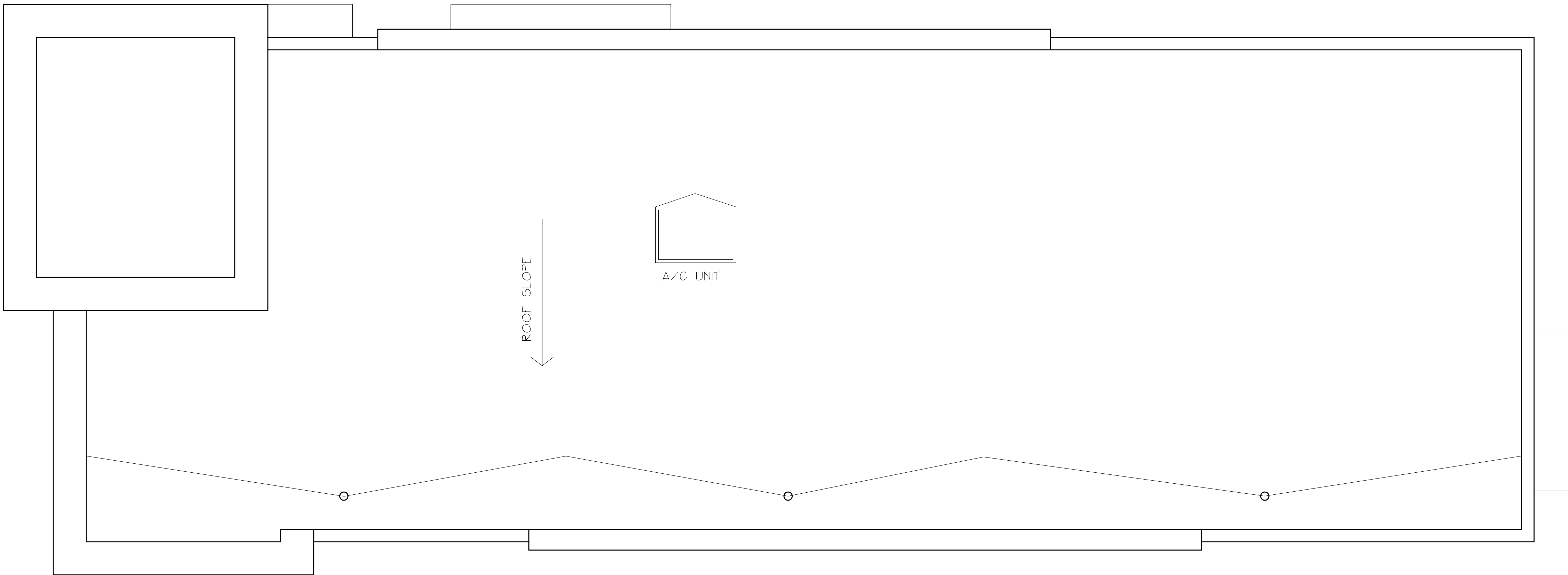
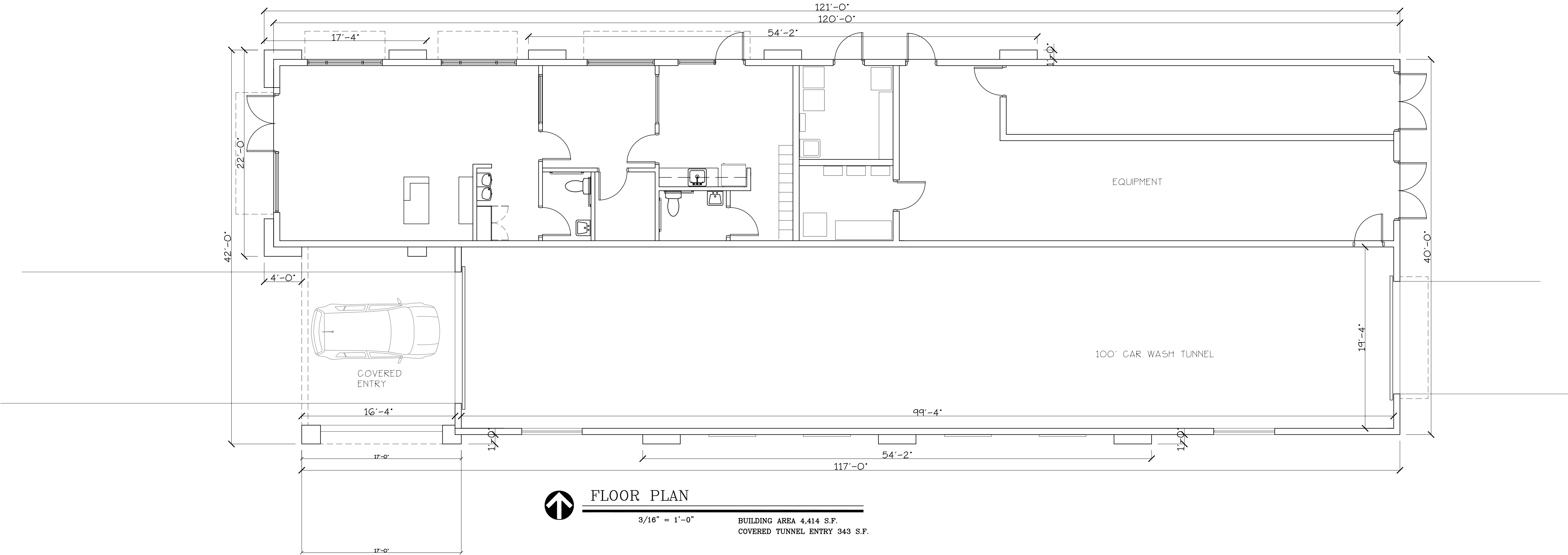
1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

BUILDING MATERIALS		COLOR
M-1	STUCCO MEDIUM TEXTURE	SW6203 SPARE WHITE
M-2	STUCCO COARSE TEXTURE	SW7656 TINSMITH
M-3	STUCCO SMOOTH TEXTURE	SW7656 TINSMITH
M-4	STONE	GREY
M-5	RECESSED BAND	SW6738 VEGAN
M-6	RECESSED REGLET 3/4"	
M-7	PREFAB METAL CANOPY	GREY
M-8	WINDOW LIGHT GREEN TINT	WHITE FRAME
M-9	RAISED BAND	SW6738 VEGAN
M-10	VINE TRELLIS	BLACK
M-11	DECORATIVE LIGHT FIXTURE	
M-12	SWING DOOR	SW7656 TINSMITH
M-13	ROLL UP DOOR	WHITE
M-14	A/C ROOF PACKAGE	
M-15	SIGN	
M-16	METAL MESH	



601 HERITAGE DRIVE, SUITE 410
JUPITER, FLORIDA 33458
(561) 331-5036
CERTIFICATE OF AUTHORIZATION #A26003279
GUY C. PELLETIER #1000
GCParchitecture@aol.com

GCP
ARCHITECTURE L.L.C.

SEAL

MINT ECO CAR WASH
FOREST HILL BLVD.
PALM SPRINGS, FLORIDA

FLOOR PLAN / ROOF PLAN

DATE: 10/18/22
DRAWN BY: G.P.
PROJ. NO. 2219
REVISED:

SHEET:

A-1



Iramis Cabrera
Village of Palm Springs Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461

RE: Mint Eco - 2877 & 2783 Forest Hill Blvd & 2910 Shawnee Road – Voluntary Conditions of Approval

Dear Ms. Cabrera,

On behalf of our client, we would like to offer the following voluntary conditions of approval related to our site plan (SPR23-02), Special Exception (PSSE23-01) and Variance (PSV23-02, -03, & -04) applications:

1. The applicant will increase the height of the concrete screen wall within the type 3 buffer along the east and north side of the site from the required 6' minimum to 8' to ensure compatibility with the adjacent properties
2. The applicant will pay to design, permit, and install speed bumps along Shawnee Road, from Choctaw to Prairie Road, with neighborhood and PBC approval
3. The applicant will channelize the north egress driveway for left out only on Shawnee Road
4. The applicant will channelize the west egress driveway for left out only on Choctaw Road
5. The applicant will enforce a "No outdoor music" policy

Please let us know if you have any questions or comments related to the above voluntary conditions.

Thank you

Mint Eco Forest Hill Blvd
Village of Palm Springs, Florida

Preliminary Water Management Calculations
Prepared September 2022

Job # 22-181
SIMMONS & WHITE, INC.
Engineers • Planners • Consultants
2581 Metrocentre Blvd West Suite 3, West Palm Beach, Florida 33407
Telephone (561) 478-7848 • Fax (561) 478-3738
Certificate of Authorization Number 3452

Summary:

The site is located on the northeast corner of Forest Hill Blvd and Choctaw Rd in the Village of Palm Springs, FL and is approximately 1.10 acres in size. The site is made up of three lots of which two are currently developed. An existing car wash and garage are located on the two developed lots. The proposed development consists of a 4,400 SF car wash with associated parking. The perimeter elevation for the south side of the property fronting Forest Hill Blvd will need to be set at the maximum stage elevation for the 100 year – 1 day storm event per FDOT standards. The remaining site will be designed to contain up to the 100 year – 1 day storm. The stormwater management system will consist of drainage pipe and underground chamber with an overflow structure set at elevation 12.7' NAVD. The 100 year – 1 day storm event will be retained onsite up to elevation 12.7' where it will overflow and sheet flow into the existing FDOT drainage system. Water quality will be met in 95' of 4'x8' exfiltration trench. The wet season water table elevation is 7.0 ft-NAVD88 based on nearby LWDD-maintained canal elevations.

Existing Land Use:

Building	0.12 ac
Impervious	0.44 ac
Pervious	0.53 ac
Total	1.10 ac

Existing Soil Storage:

$$(0.53 \text{ ac} * 8.18 \text{ in.}) / (12''/\text{ft}) = \mathbf{0.36 \text{ ac-ft}}$$

Existing Surface Storage

The site is located in C-51 sub-basin 31, which requires compensating storage below 11.2 NAVD. No surface storage exists under 11.2' as the entire existing site is higher than this elevation.

Proposed Land Use:

Building	0.10 ac	F.F.E. 14.5 NAVD
Impervious	0.64 ac	(12.7' – 14.5') NAVD
Pervious	0.36 ac	(13.2' – 14.5') NAVD
Total	1.10 ac	

Proposed Soil Storage:

$$(0.36 \text{ ac} * 8.18 \text{ in.}) / 1.10 \text{ ac} = \mathbf{2.67''}$$

$$(0.36 \text{ ac} * 8.18 \text{ in.}) / (12''/\text{ft}) = \mathbf{0.25 \text{ ac-ft}}$$

C-51 Compensating Storage

$$\text{Existing: } 0.36 \text{ ac-ft (soil)} + 0.00 \text{ ac-ft (surface)} = \mathbf{0.36 \text{ ac-ft Required}}$$

$$\text{Proposed: } 0.25 \text{ ac-ft (soil)} + 0.79 \text{ ac-ft (surface)} = \mathbf{1.04 \text{ ac-ft Provided}}$$

Proposed Control Structure:

As stated above, the existing drainage system adjacent to this property is controlled by FDOT. Per FDOT standards, a direct connection to their system is not allowed. Therefore, the project will discharge to the FDOT's Right of Way through an overflow structure at elevation 12.7' located at the SE corner of the site. More than 0.85 ac-ft of stormwater storage is provided at 12.7' NAVD to store the 100 year – 1 day storm event. Post development discharge will be limited to that exceeding the 100 year – 1 day storm event.

Proposed Exfiltration Trench:

Includes 0.15 ac-ft of exfiltration trench necessary to meet water quality requirements.

See attached calculations (Exhibit A)

Proposed Underground Chambers:

Proposed underground chambers include 0.70 ac-ft of storage between elevations 7.0' and 12.04' NAVD to store 100 year – 1 day storm.

See attached calculations (Exhibit B)

Proposed Water Quality:

1/2" Dry Pretreatment: $(1/2" \times 1.10 \text{ ac}) / (12 \text{ in/ft}) = 0.05 \text{ ac-ft}$
(Provided in 84' of 4'x8' exfiltration trench)

1" Over the Site: $(1" \times 1.10 \text{ ac}) / (12 \text{ in/ft}) = 0.09 \text{ ac-ft}$
(Provided in 84' of 4'x8' exfiltration trench)

2 1/2" x % Impervious: $([0.64 \text{ ac} / (1.10 \text{ ac} - 0.10 \text{ ac})] \times 2.5" \times 1.10 \text{ ac}) / (12 \text{ in/ft})$
= 0.15 ac-ft - controls
(Provided in 84' of 4'x8' exfiltration trench)

Proposed Flood Routings:

See Cascade Routings in Exhibit C

Stage/Storage/Discharge Summary:

Storm	Rainfall (in.)	Stage (ft.)	Proposed Discharge (cfs)
5 yr – 1 day	6.5	8.82	0.00
10 yr – 3 day	10.5	10.55	0.00
100 yr – 1 day	12	11.95	0.00
100 yr – 3 day	15	13.76	n/a

Conclusion:

The proposed drainage system will retain the stormwater generated from the site up to the 100 year – 1 day storm event. The system will also meet water quality treatment requirements using 84' of 4'x8' exfiltration trench. Minimum road and perimeter berm will be 13.0'. Finished floor elevation will be 14.5' and will be protected from 100 year – 3 day storm. The FDOT bubble up outfall will be at 12.7'.

Exhibit A
Trench Calculations

SIMMONS & WHITE INC.

2581 Metrocentre Blvd, Suite 3
WEST PALM BEACH, FLORIDA 33407

CERTIFICATE OF AUTHORIZATION #3452

EXFILTRATION TRENCH LENGTH CALCULATION

Mint Eco Car Wash Forest Hill

JOB NO: 22-181

DATE:

Rev:

$$L = \frac{V}{K(H_2 W + 2 H_2 D_U - D_U^2 + 2 H_2 D_S) + (1.39 \times 10^{-4}) W D_U}$$

V= VOLUME TO BE TREATED.
W= WIDTH OF TRENCH
K= HYDRAULIC CONDUCTIVITY
H2= DEPTH TO WATER TABLE FROM CONTROL ELEVATION
DU= NON-SATURATED TRENCH DEPTH
DS= SATURATED TRENCH DEPTH

0.15 AC-FT
1.8 AC-IN
8 FT
0.000225 CFS/SF-FT
5.7 FT
4.0 FT
0.0 FT

L= REQUIRED TRENCH LENGTH

84 FT

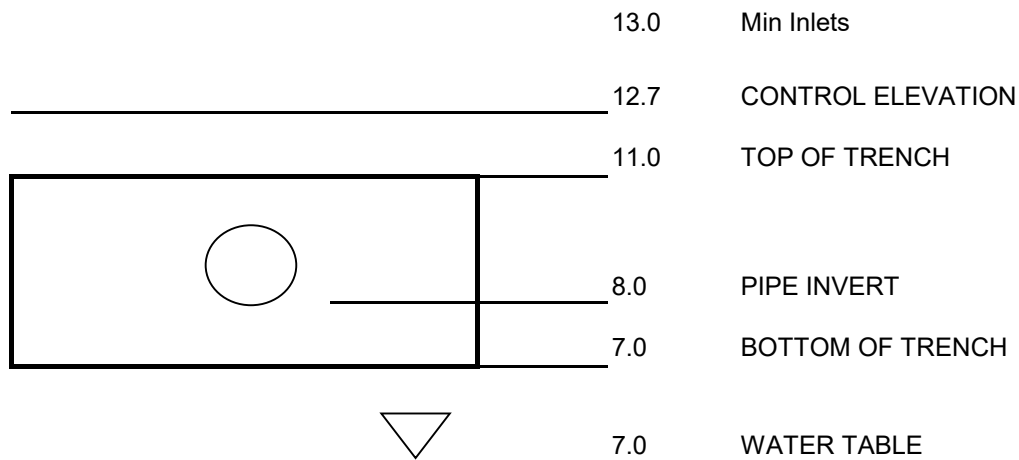


Exhibit B
Underground Chambers Calculations



R-TANK SUBSURFACE STORAGE SYSTEM



PROJECT INFORMATION

Project Name	Mint Eco Forest Hill
City/County	Palm Beach
State	FL
Site Designation	UGDS

SUBSURFACE STORAGE REQUIREMENTS

Storage Volume Required	30,492 cf	ENTER VALUE
R-Tank System Width	71.00 ft	ENTER VALUE
Use Stone Storage Volume	YES	SELECT FROM LIST
Stone Void Ratio	40%	ENTER VALUE
Dead Storage Required	NO	SELECT FROM LIST

R-TANK DESIGN

R-Tank Selected	HD/LD DOUBLE+MINI	SELECT FROM LIST
Width of R-Tank	15.75 in	
Length of R-Tank	28.15 in	
Height of R-Tank	42.52 in	
Volume of Storage per Module	10.36 cf	
Number of R-Tanks Wide	54	
Number of R-Tanks Long	43	
Number of Rotated End R-Tanks	60 (30 on each end)	
Total Number of R-Tank Modules	2,382	
R-Tank System Width	70.88 ft	
R-Tank System Length	103.50 ft	
Backfill Perimeter Width (2ft typ)		
Sides	2.00 ft	ENTER VALUE
Ends	2.00 ft	ENTER VALUE
R-Tank System Excavation Width	74.88 ft	
R-Tank System Excavation Length	107.50 ft	
Effective Footprint of System (Backfill Perimeter)	8,048.75 sq.ft.	
Base Thickness	0 in	ENTER VALUE
Cover Thickness	18 in	ENTER VALUE
Storage Volume Provided in R-Tank only	24,678 cf	
Storage Volume Provided in Backfill (40% Voids)	5,842 cf	
Total System Storage Volume	30,520 cf	
Volume of Backfill Required	541 cy	

Exhibit C
Cascade Flood Routings

SIMMONS & WHITE INC.

2581 Metrocentre Blvd West, SUITE 3

WEST PALM BEACH, FLORIDA 33407

CERTIFICATE OF AUTHORIZATION #3452

Mint Eco Forest Hill Blvd

Stage Storage

JOB NO: 22-181

Stage (ft)	Site Storage (ac-ft)	Trench Storage (ac- ft)	Chamber Storage (ac-ft)	Total (ac-ft)
7	0	0	0	0.00
7.5	0	0.02	0.08	0.10
8	0	0.04	0.17	0.20
8.5	0	0.06	0.25	0.31
9	0	0.08	0.33	0.41
9.5	0	0.09	0.42	0.51
10	0	0.11	0.50	0.61
10.5	0	0.13	0.58	0.71
11	0	0.15	0.62	0.77
11.5	0	0.15	0.66	0.81
12	0	0.15	0.70	0.85
12.5	0	0.15	0.70	0.85
13	0.02	0.15	0.70	0.87
13.5	0.13	0.15	0.70	0.98
14	0.39	0.15	0.70	1.24
14.5	0.81	0.15	0.70	1.66

Project Name: Mint Eco Forest Hill

Reviewer: JU

Project Number: 22-181

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;0000 hr Duration: 24 hr

Time Step: 0.016 hr, Iterations: 10

Basin 1: Basin 1

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year

1 Day Rainfall: 6.5 inches

Area: 1.1 acres

Ground Storage: 2.67 inches

Time of Concentration: 0.5 hours

Initial Stage: 7 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
7.00	0.00
7.50	0.10
8.00	0.20
8.50	0.31
9.00	0.41
9.50	0.51
10.00	0.61
10.50	0.71
11.00	0.77
11.50	0.81
12.00	0.85
12.50	0.85
13.00	0.87
13.50	0.98
14.00	1.24
14.50	1.66

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	7.00
24.00	7.00

Structure: 1

From Basin: Basin 1

To Basin: Offsitel

Structure Type: Gravity

Weir: Sharp Crested, Crest Elev = 12.7 ft NGVD, Length = 0 ft

Bleeder: None

Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	7.00	7.00
1.00	0.06	0.00	0.00	0.00	7.00	7.00
2.00	0.13	0.00	0.00	0.00	7.00	7.00
3.00	0.21	0.00	0.00	0.00	7.00	7.00
4.00	0.29	0.00	0.00	0.00	7.00	7.00
5.00	0.40	0.00	0.00	0.00	7.00	7.00
6.00	0.54	0.00	0.00	0.00	7.00	7.00
7.00	0.70	0.01	0.00	0.00	7.00	7.00
8.00	0.89	0.04	0.00	0.00	7.01	7.00
9.00	1.11	0.07	0.00	0.00	7.03	7.00
10.00	1.38	0.11	0.00	0.00	7.07	7.00
11.00	1.75	0.20	0.00	0.00	7.13	7.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
12.00	4.26	2.43	0.00	0.00	7.49	7.00
13.00	4.99	0.83	0.00	0.00	8.09	7.00
14.00	5.32	0.38	0.00	0.00	8.30	7.00
15.00	5.53	0.22	0.00	0.00	8.40	7.00
16.00	5.72	0.19	0.00	0.00	8.48	7.00
17.00	5.84	0.13	0.00	0.00	8.54	7.00
18.00	5.95	0.12	0.00	0.00	8.59	7.00
19.00	6.07	0.12	0.00	0.00	8.64	7.00
20.00	6.19	0.12	0.00	0.00	8.69	7.00
21.00	6.27	0.08	0.00	0.00	8.72	7.00
22.00	6.34	0.08	0.00	0.00	8.76	7.00
23.00	6.42	0.08	0.00	0.00	8.79	7.00
24.00	6.50	0.08	0.00	0.00	8.82	7.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.00	0.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Basin 1	8.82	24.00	7.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Basin 1	0.37	0.00	0.00	0.00	0.37	0.00

Project Name: Mint Eco Forest Hill

Reviewer: JU

Project Number: 22-181

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr

Time Step: 0.016 hr, Iterations: 10

Basin 1: Basin 1

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 10 year

3 Day Rainfall: 10.5 inches

Area: 1.1 acres

Ground Storage: 2.67 inches

Time of Concentration: 0.5 hours

Initial Stage: 7 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
7.00	0.00
7.50	0.10
8.00	0.20
8.50	0.31
9.00	0.41
9.50	0.51
10.00	0.61
10.50	0.71
11.00	0.77
11.50	0.81
12.00	0.85
12.50	0.85
13.00	0.87
13.50	0.98
14.00	1.24
14.50	1.66

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	7.00
72.00	7.00

Structure: 1

From Basin: Basin 1

To Basin: Offsitel

Structure Type: Gravity

Weir: Sharp Crested, Crest Elev = 12.7 ft NGVD, Length = 0 ft

Bleeder: None

Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	7.00	7.00
1.00	0.05	0.00	0.00	0.00	7.00	7.00
2.00	0.09	0.00	0.00	0.00	7.00	7.00
3.00	0.14	0.00	0.00	0.00	7.00	7.00
4.00	0.19	0.00	0.00	0.00	7.00	7.00
5.00	0.24	0.00	0.00	0.00	7.00	7.00
6.00	0.28	0.00	0.00	0.00	7.00	7.00
7.00	0.33	0.00	0.00	0.00	7.00	7.00
8.00	0.38	0.00	0.00	0.00	7.00	7.00
9.00	0.42	0.00	0.00	0.00	7.00	7.00
10.00	0.47	0.00	0.00	0.00	7.00	7.00
11.00	0.52	0.00	0.00	0.00	7.00	7.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
12.00	0.56	0.00	0.00	0.00	7.00	7.00
13.00	0.61	0.00	0.00	0.00	7.00	7.00
14.00	0.66	0.00	0.00	0.00	7.00	7.00
15.00	0.71	0.01	0.00	0.00	7.00	7.00
16.00	0.75	0.01	0.00	0.00	7.01	7.00
17.00	0.80	0.01	0.00	0.00	7.01	7.00
18.00	0.85	0.01	0.00	0.00	7.01	7.00
19.00	0.89	0.01	0.00	0.00	7.02	7.00
20.00	0.94	0.01	0.00	0.00	7.02	7.00
21.00	0.99	0.01	0.00	0.00	7.03	7.00
22.00	1.03	0.01	0.00	0.00	7.03	7.00
23.00	1.08	0.02	0.00	0.00	7.04	7.00
24.00	1.13	0.02	0.00	0.00	7.05	7.00
25.00	1.20	0.03	0.00	0.00	7.06	7.00
26.00	1.27	0.03	0.00	0.00	7.07	7.00
27.00	1.33	0.03	0.00	0.00	7.08	7.00
28.00	1.40	0.03	0.00	0.00	7.09	7.00
29.00	1.47	0.03	0.00	0.00	7.10	7.00
30.00	1.54	0.04	0.00	0.00	7.12	7.00
31.00	1.61	0.04	0.00	0.00	7.13	7.00
32.00	1.68	0.04	0.00	0.00	7.15	7.00
33.00	1.75	0.04	0.00	0.00	7.17	7.00
34.00	1.81	0.04	0.00	0.00	7.18	7.00
35.00	1.88	0.04	0.00	0.00	7.20	7.00
36.00	1.95	0.04	0.00	0.00	7.22	7.00
37.00	2.02	0.04	0.00	0.00	7.23	7.00
38.00	2.09	0.05	0.00	0.00	7.25	7.00
39.00	2.16	0.05	0.00	0.00	7.27	7.00
40.00	2.23	0.05	0.00	0.00	7.29	7.00
41.00	2.29	0.05	0.00	0.00	7.31	7.00
42.00	2.36	0.05	0.00	0.00	7.33	7.00
43.00	2.43	0.05	0.00	0.00	7.35	7.00
44.00	2.50	0.05	0.00	0.00	7.37	7.00
45.00	2.57	0.05	0.00	0.00	7.39	7.00
46.00	2.64	0.05	0.00	0.00	7.41	7.00
47.00	2.71	0.05	0.00	0.00	7.44	7.00
48.00	2.77	0.05	0.00	0.00	7.46	7.00
49.00	2.85	0.06	0.00	0.00	7.48	7.00
50.00	2.93	0.06	0.00	0.00	7.51	7.00
51.00	3.02	0.07	0.00	0.00	7.53	7.00
52.00	3.12	0.08	0.00	0.00	7.57	7.00
53.00	3.25	0.11	0.00	0.00	7.61	7.00
54.00	3.42	0.14	0.00	0.00	7.66	7.00
55.00	3.61	0.17	0.00	0.00	7.72	7.00
56.00	3.83	0.20	0.00	0.00	7.79	7.00
57.00	4.09	0.24	0.00	0.00	7.88	7.00
58.00	4.42	0.30	0.00	0.00	7.99	7.00
59.00	4.85	0.41	0.00	0.00	8.12	7.00
60.00	7.84	3.54	0.00	0.00	8.67	7.00
61.00	8.70	1.14	0.00	0.00	9.53	7.00
62.00	9.09	0.49	0.00	0.00	9.84	7.00
63.00	9.34	0.28	0.00	0.00	9.99	7.00
64.00	9.57	0.25	0.00	0.00	10.10	7.00
65.00	9.71	0.16	0.00	0.00	10.17	7.00
66.00	9.85	0.15	0.00	0.00	10.24	7.00
67.00	9.99	0.15	0.00	0.00	10.30	7.00
68.00	10.13	0.15	0.00	0.00	10.36	7.00
69.00	10.22	0.10	0.00	0.00	10.41	7.00
70.00	10.31	0.10	0.00	0.00	10.45	7.00
71.00	10.41	0.10	0.00	0.00	10.49	7.00
72.00	10.50	0.10	0.00	0.00	10.55	7.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.00	0.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Basin 1	10.55	72.00	7.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Basin 1	0.72	0.00	0.00	0.00	0.72	0.00

Project Name: Mint Eco Forest Hill

Reviewer: JU

Project Number: 22-181

Period Begin: Jan 01, 2000;0000 hr End: Jan 02, 2000;0000 hr Duration: 24 hr

Time Step: 0.016 hr, Iterations: 10

Basin 1: Basin 1

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 100 year

1 Day Rainfall: 12 inches

Area: 1.1 acres

Ground Storage: 2.67 inches

Time of Concentration: 0.5 hours

Initial Stage: 7 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
7.00	0.00
7.50	0.10
8.00	0.20
8.50	0.31
9.00	0.41
9.50	0.51
10.00	0.61
10.50	0.71
11.00	0.77
11.50	0.81
12.00	0.85
12.50	0.85
13.00	0.87
13.50	0.98
14.00	1.24
14.50	1.66

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	7.00
24.00	7.00

Structure: 1

From Basin: Basin 1

To Basin: Offsitel

Structure Type: Gravity

Weir: Sharp Crested, Crest Elev = 12.7 ft NGVD, Length = 10 ft

Bleeder: None

Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	7.00	7.00
1.00	0.12	0.00	0.00	0.00	7.00	7.00
2.00	0.24	0.00	0.00	0.00	7.00	7.00
3.00	0.38	0.00	0.00	0.00	7.00	7.00
4.00	0.54	0.00	0.00	0.00	7.00	7.00
5.00	0.74	0.02	0.00	0.00	7.00	7.00
6.00	1.00	0.06	0.00	0.00	7.02	7.00
7.00	1.30	0.11	0.00	0.00	7.05	7.00
8.00	1.64	0.17	0.00	0.00	7.11	7.00
9.00	2.05	0.25	0.00	0.00	7.20	7.00
10.00	2.56	0.35	0.00	0.00	7.33	7.00
11.00	3.23	0.55	0.00	0.00	7.51	7.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
12.00	7.87	5.36	0.00	0.00	8.33	7.00
13.00	9.20	1.75	0.00	0.00	9.63	7.00
14.00	9.82	0.77	0.00	0.00	10.09	7.00
15.00	10.20	0.44	0.00	0.00	10.33	7.00
16.00	10.56	0.39	0.00	0.00	10.50	7.00
17.00	10.78	0.25	0.00	0.00	10.70	7.00
18.00	10.99	0.23	0.00	0.00	10.87	7.00
19.00	11.21	0.23	0.00	0.00	11.04	7.00
20.00	11.42	0.23	0.00	0.00	11.27	7.00
21.00	11.57	0.16	0.00	0.00	11.47	7.00
22.00	11.71	0.16	0.00	0.00	11.63	7.00
23.00	11.86	0.15	0.00	0.00	11.79	7.00
24.00	12.00	0.15	0.00	0.00	11.95	7.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.00	0.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Basin 1	11.95	24.00	7.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Basin 1	0.85	0.00	0.00	0.00	0.85	0.00

Project Name: Mint Eco Forest Hill

Reviewer: JU

Project Number: 22-181

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr

Time Step: 0.016 hr, Iterations: 10

Basin 1: Basin 1

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 15 inches

Area: 1.1 acres

Ground Storage: 2.67 inches

Time of Concentration: 0.5 hours

Initial Stage: 7 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
7.00	0.00
7.50	0.10
8.00	0.20
8.50	0.31
9.00	0.41
9.50	0.51
10.00	0.61
10.50	0.71
11.00	0.77
11.50	0.81
12.00	0.85
12.50	0.85
13.00	0.87
13.50	0.98
14.00	1.24
14.50	1.66

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	7.00
72.00	7.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

```
=====
Struc  Max (cfs)  Time (hr)  Min (cfs)  Time (hr)
=====
```

BASIN MAXIMUM AND MINIMUM STAGES

```
=====
      Basin  Max (ft)  Time (hr)  Min (ft)  Time (hr)
=====
      Basin 1      13.76      72.00      7.00      0.00
=====
```

BASIN WATER BUDGETS (all units in acre-ft)

```
=====
      Basin  Total  Structure  Structure  Initial  Final  Residual
      Runoff  Inflow  Outflow  Storage  Storage
=====
      Basin 1      1.11      0.00      0.00      0.00      1.11      0.00
=====
```

TRAFFIC GENERATION STATEMENT

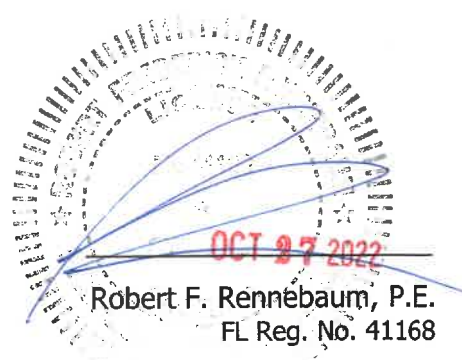
MINT ECO CAR WASH – FOREST HILL BOULEVARD VILLAGE OF PALM SPRINGS, FLORIDA

Prepared for:

Mint Eco Car Wash, LLC
316 Southern Boulevard
West Palm Beach, Florida 33405

Job No. 22-181

Date: October 27, 2022



1.0 SITE DATA

The subject parcel is generally located on northeast corner of Chactaw Road and Forest Hill Boulevard in the Village of Palm Springs, Florida. The Property Control Numbers (PCN) for the subject parcel are 70-43-44-08-15-005-0010, 70-43-44-08-15-005-0071 and 70-43-44-08-15-005-0061. Proposed site development consists of demolishing the existing improvements and constructing a 4400 SF single-lane automated carwash with project build-out of 2026. Site access is proposed via an egress only driveway connection Chactaw Road, an egress only driveway connection to Shawnee Road and a right-in only driveway connection to Forest Hill Boulevard. For additional information concerning site location and layout, please refer to the Site Plan prepared by Schmidt Nichols.

2.0 TRAFFIC GENERATION

The traffic to be generated by the proposed site modifications has been calculated in accordance with the ITE Trip Generation Manual, 10th Edition and the Palm Beach County Trip Generation Rates as shown in Tables 1, 2, and 3. Table 1 shows the daily traffic generation associated with the proposed plan of development in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic to be generated by the proposed plan of development may be summarized as follows:

Proposed Development

Daily Traffic Generation	=	166 tpd
AM Peak Hour Traffic Generation (In/Out)	=	12 pht (6 In/6 Out)
PM Peak Hour Traffic Generation (In/Out)	=	14 pht (7 In/7 Out)

3.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

DIRECTIONAL DISTRIBUTION (TRIPS IN/OUT)

AM =	6 / 6
PM =	7 / 7

As previously mentioned, site access is proposed via an egress only driveway connection Chactaw Road, an egress only driveway connection to Shawnee Road and a right-in only driveway connection to Forest Hill Boulevard. Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, no additional turn lanes are warranted or recommended.

4.0 QUEUING

The car wash is able to process vehicles rapidly at approximately 2 vehicles/minute (140-150 vehicles/hour), as multiple vehicles can be processed in an assembly line type fashion through the car wash. Demand is approximately 75 vehicles/hour during peak weekend periods.

The queuing analysis was based on the following ratio:

Coefficient of utilization (ρ) = Average Demand Rate / Average Service Rate

The required queue storage (M) is determined based on the following equation:

$$M = \left[\frac{\ln P(x > M) - \ln Q_M}{\ln \rho} \right] - 1$$

A 95% confidence rate was used for this analysis. Therefore, the $P(x > M)$ was set to 5%.

Q = Processing rate = 140 processes per hour

q = Demand rate = 75 vehicles per hour

N = 1 car wash lane

ρ = Utilization factor = $q/(NQ) = 75/(1 \cdot 140) = 0.536$

Q_m = Table value = 0.536

$M = (\ln(0.05) - \ln(0.536)) / \ln(0.536) - 1 = 2.80$, or 3 vehicles.

Therefore the queue for the car wash is conservatively estimated at 3 vehicles.

Based on the proposed site plan, approximately 10 vehicles can be accommodated in the queuing area. The queueing capacity at this site is adequate based on the applicant's experience with similar sites and the site's processing speed.

5.0 CONCLUSION

The proposed development has been estimated to generate 166 trips per day, 12 AM peak hour trip, and 14 PM peak hour trips at project build out in 2026. The proposed peak hour trips are negligible and will have an insignificant impact on the surrounding roadways and is therefore approvable with regard to the Palm Beach County Traffic Performance Standards. As less than 20 peak hour trips are estimated, additional analysis is not required.

MINT ECO CAR WASH - FOREST HILL BOULEVARD

10/27/22

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split		Gross Trips	Internalization		External Trips	Pass-by		Net Trips
					In	Out		%	Total		%	Trips	
Carwash (Automated) ⁹	PBC	1	Lane	166.00			166		0	166	0%	0	166
			Grand Totals:				166	0.0%	0	166	0%	0	166

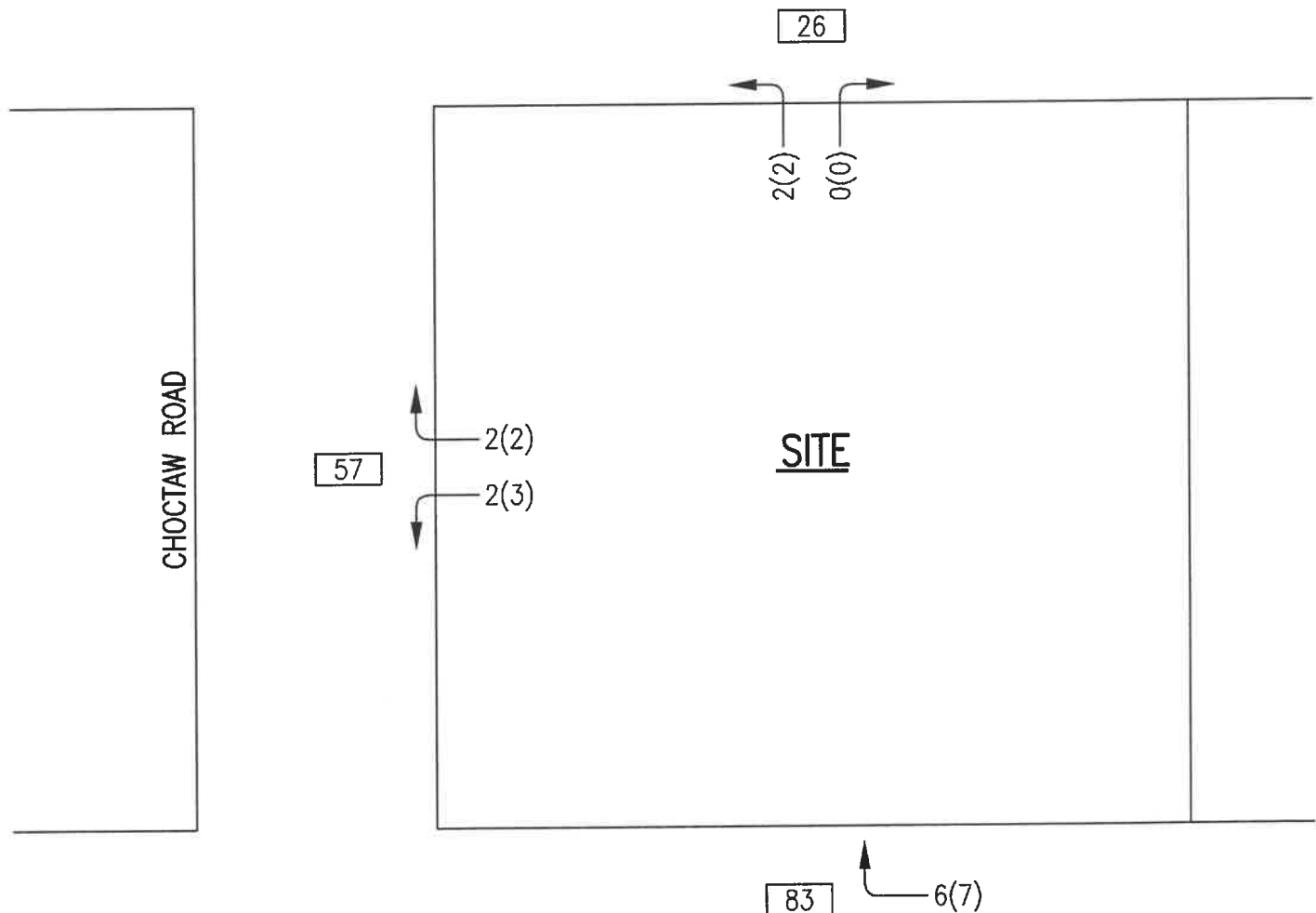
TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Carwash (Automated) ^a	PBC	1	Lane	0.50	0.50	6	6	12	0.0%	0	0	0	6	6	12	0%	0	6	6	12
Grand Totals:						6	6	12	0.0%	0	0	0	6	6	12	0%	0	6	6	12

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total
Carwash (Automated) ^a	PBC	1	Lane	0.50	0.50	7	7	14	0.0%	0	0	0	7	7	14	0%	0	7	7	14
Grand Totals:						7	7	14	0.0%	0	0	0	7	7	14	0%	0	7	7	14

SHAWNEE ROAD



FOREST HILL BOULEVARD (STATE ROAD 882)

PROJECT TURNING MOVEMENTS

LEGEND

- 2 A.M. PEAK HOUR TURNING MOVEMENT
- (2) P.M. PEAK HOUR TURNING MOVEMENT
- 57 A.A.D.T.

MINT ECO CAR WASH
FOREST HILL BOULEVARD

22-181 KD 10-27-22



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
October 27, 2022

JARED W. PERDUE, P.E.
SECRETARY

THIS PRE-APPLICATION LETTER IS VALID UNTIL – October 27, 2023
THIS LETTER IS NOT A PERMIT APPROVAL

Kyle Duncan
Simmons & White, Inc.
2581 Metrocentre Blvd., Suite 3
West Palm Beach, FL 33407

Dear Kyle Duncan:

RE: Pre-application Review for **Safety Upgrade**, Pre-application Meeting Date: **October 27, 2022**
Palm Beach County - Village of Palm Springs; SR 882; Sec. # 93016000; MP: 7.30; Access Class - 5;
Posted Speed - 45; SIS - Influence Area; FDOT Ref. Project:

Request:

- **In-only driveway on the north side of SR 882 approximately 220 feet east of the west property line.**
- **Close existing driveways along the frontage of the site.**

SITE SPECIFIC INFORMATION

Project Name & Address: **MintEco Forest Hills – 2873 Forest Hills Blvd**
Property Owner: **Earl F Smyth**; Parcel Size: **1.09 Acres** Development Size: **4,400 SF Car Wash, including a 1,293 SF Office**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 20 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **If a gate is proposed, a minimum driveway length of 100 feet to the call box and/or gate house, and a turnaround area before the gate are required.**
- **The in-only driveway shall be channelized and have a maximum width of 18 feet.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Patricia Moore
File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-10-27\7. 93016000 MP 7.3 SR 882_MintEco Forest Hills\93016 MP 7.3 SR 882_MintEco Forest Hills.docx

www.dot.state.fl.us



**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**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

February 24, 2023

Robert F. Rennebaum, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

**RE: Mint Eco Car Wash Forest Hill Blvd
Project #: 230214
Traffic Performance Standards (TPS) Review**

Dear Mr. Rennebaum:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated October 17, 2022, 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:	NEC of Forest Hill Blvd and Choctaw Rd
PCN:	70-43-44-08-15-005-0010/-0071/-0061
Access:	One ingress-only access driveway connection onto Forest Hill Blvd and one egress-only access driveway connection onto Choctaw Rd and Shawnee Rd <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Car Wash = 1 Stall
New Daily Trips:	166
New Peak Hour Trips:	12 (6/6) AM; 14 (7/7) PM
Build-out:	December 31, 2026

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"



Robert F. Rennebaum, P.E.
February 24, 2023
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:cp
ec:

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2023\230214 - MINT ECO CAR WASH FOREST HILL BLVD.DOCX



**Water Utilities Department
Engineering**

8100 Forest Hill Blvd.
West Palm Beach, FL 33413
(561) 493-6000
Fax: (561) 493-6085
www.pbcwater.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

*"An Equal Opportunity
Affirmative Action Employer"*

October 17, 2022

Simmons and White
2581 Metrocentre Blvd. West, Suite 3
West Palm Beach, Fl. 33407

RE: 2877 Forest Hill Blvd.-Car Wash
Service Availability Letter

Dear Mr. Uribe,

This is to confirm that the referenced property is located within Palm Beach County Utility Department (PBCWUD) utility service area.

The nearest potable watermain is a 12" watermain located within Forest Hill Blvd. adjacent to the subject property. The nearest sanitary sewer is a 4" force main located approximately 1500' west of the subject property on Forest Hill Blvd. This connection will require a lift station and force main extension. Plans for these improvements need to be approved by PBCWUD.

Please note that this letter does not constitute a final commitment for service until the final design has been approved by PBCWUD.

If you have any questions, please give me a call at (561)493-6116.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jackie Michels".

Jackie Michels, P.E.,
Project Manager

11.1.22

Anne Perry <aperry@lwdd.net>

To:

- Christian Melendez Berrios;
- Nicole Smith <nsmith@lwdd.net>;
- David Bends <dbends@lwdd.net>;
- Margie Illsley <millsley@lwdd.net>

Cc:

• Iramis Cabrera
Tue 11/1/2022 10:08 AM

Good morning, Christian,

LWDD has no objection to the certification of the petition referenced above. It is located south of LWDD's L-7 Canal and is not adjacent.

Thank you,

Anne H. Perry

Anne Perry | Right-of-Way Specialist

Lake Worth Drainage District | 13081 Military Trail | Delray Beach, Florida 33484

Direct Line | 561.819.5577 | Main Line 561.498. 5363 | Fax | 561.495.9694



Please consider the environment before printing this email.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead,



Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

LETTER OF TRANSMITTAL

To: David Harden _____ Date: 12/13/2022
Tom Ceccarelli / Frank Castro
Fire Department – Jolin Wesley

2ND SUBMITTAL

RE: 2877 Forest Hill Blvd – MintEco Forest Hills - Site Plan/Special Exception

Attached are:

- ☒ Prints ☐ Reproducible ☐ Correspondence
☐ Report ☐ Specifications ☐ Applications
☐ Other _____

COPIES	DATE	DESCRIPTION
1	12/13/2022	Site Plan/Special Exception

Transmitted:

- ☐ For Approval ☐ As Requested ☒ For Review and Comment
☐ For Revisions ☐ For Your Use
☐ Other _____

REMARKS:

Upon review, please forward any comments regarding the attached materials to Chris Meléndez or Iramis Cabrera. If you have any questions regarding the attached materials, do not hesitate to contact us at (561) 584-8200 or cmelendezberrios@vpsfl.org / icabrera@vpsfl.org.

Thank you for your assistance.

COMMENTS/SUGGESTIONS:

*No fire rescue comments. Previous comments addressed.
WRJ 12/16/22*

Signed: _____ Date: _____

Bruce Guyton A. <BGuyton@pbcgov.org>

To:

- Christian Melendez Berrios

Cc:

- Yash Nagal <ynagal@pbcgov.org>;
- Nina Verzosa <NVerzosa@pbcgov.org>

Tue 11/1/2022 2:44 PM

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 afternoon Chris,

Palm Tran has reviewed the site plans sent regarding the above mentioned project. Palm Tran has no comments.

Should you have any questions or comments, do not hesitate to contact me.

Bruce Guyton, MURP

Senior Transit Planner

Tel: 561 841-4274

bguyton@pbcgov.org

<http://www.palmtran.org>



Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

LETTER OF TRANSMITTAL

To: David Harden
Tom Ceccarelli / Frank Castro
Fire Department – Jolin Wesley

Date: 12/13/2022

2ND SUBMITTAL

RE: 2877 Forest Hill Blvd – MintEco Forest Hills – Site Plan/Special Exception

Attached are:

- | | | |
|--|---|---|
| ☒ Prints | ☐ Reproducible | ☐ Correspondence |
| ☐ Report | ☐ Specifications | ☐ Applications |
| ☐ Other _____ | | |

COPIES	DATE	DESCRIPTION
1	12/13/2022	Site Plan/Special Exception

Transmitted:

- | | | |
|--|---------------------------------------|--|
| ☐ For Approval | ☐ As Requested | ☒ For Review and Comment |
| ☐ For Revisions | ☐ For Your Use | |
| ☐ Other _____ | | |

REMARKS:

Upon review, please forward any comments regarding the attached materials to Chris Meléndez or Iramis Cabrera. If you have any questions regarding the attached materials, do not hesitate to contact us at (561) 584-8200 or cmelendezberrios@vpsfl.org / icabrera@vpsfl.org.

Thank you for your assistance.

COMMENTS/SUGGESTIONS:

OK
JES 1/9/23

Signed: _____ Date: _____

January 17, 2023

Christian,

All of the Palm Beach County Water Utilities comments have been addressed.

Thank you,

Jackie Michels, P.E.

Project Manager

Palm Beach County Water Utilities

8100 Forest Hill Blvd.

West Palm Beach, Florida 33413

Phone (561) 493-6116



SCHMIDT
NICHOLS

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

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

Mint Eco Car Wash Forest Hill Blvd.

Village of Palm Springs, Florida

Date: 10/28/22
Scale: 1" = 20'-0"
Design By: SMT
Drawn By: SMT
Checked By: JES
File No: 1075.15
Job No: 22-64

REVISIONS / SUBMISSIONS

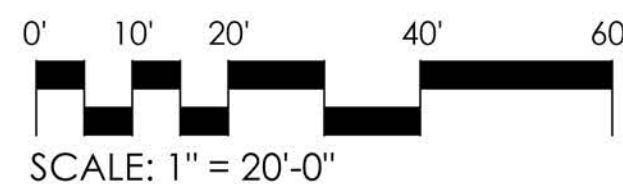
12/15/22: Per Comments
01/12/23: Per Comments

NOT VALID WITHOUT THE SIGNATURE AND SEAL
OF A FLORIDA LICENSED LANDSCAPE ARCHITECT.

FLORIDA REGISTRATION NO.
Jon Eric Schmidt LA 0001638

GRAPHIC
SITE PLAN

GSP-1





MINTECO
CAR WASH



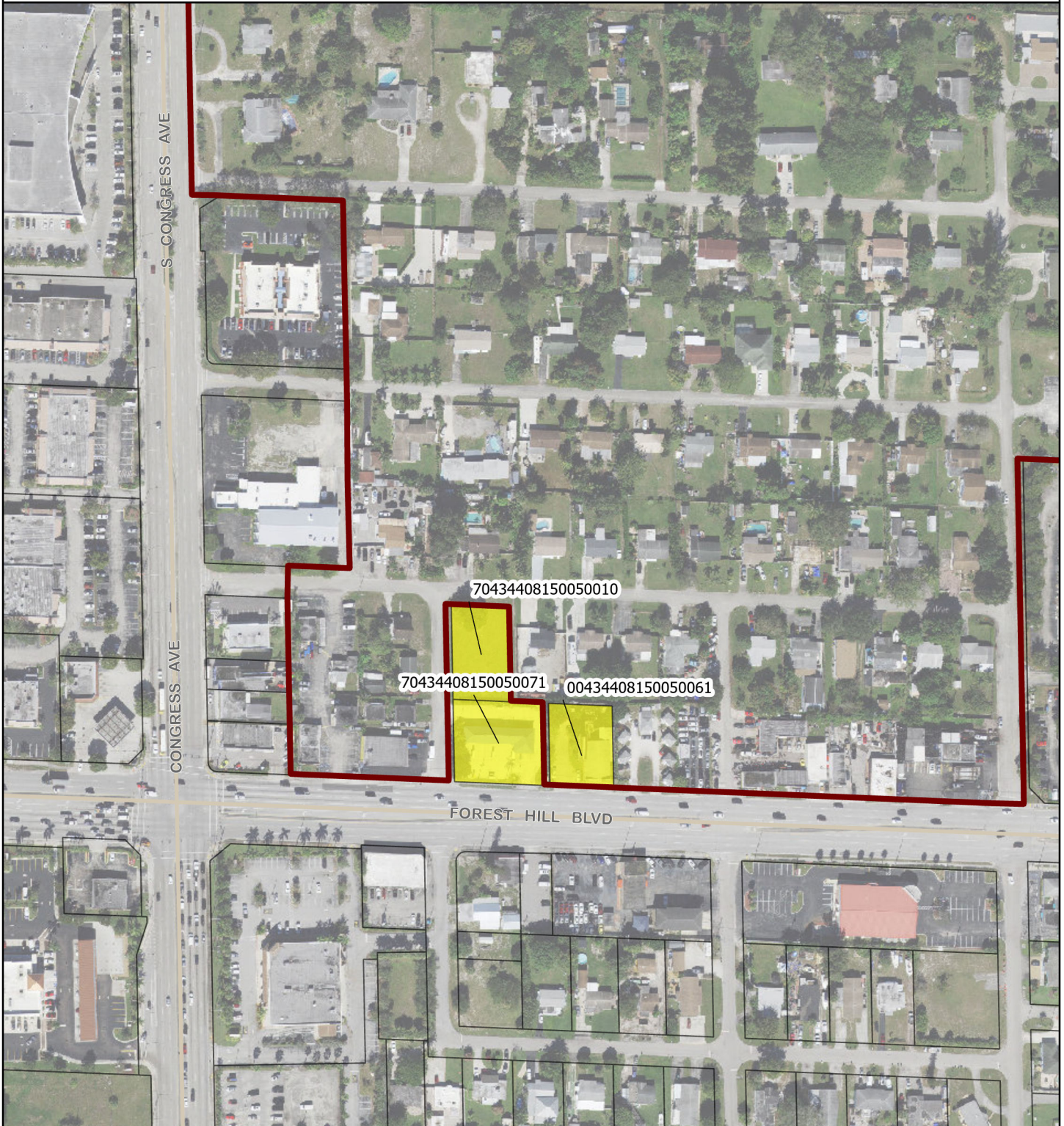

MINT ECO
CAR WASH





VILLAGE OF PALM SPRINGS

Mint Eco Car Wash



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 2/3/2023

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

0 250

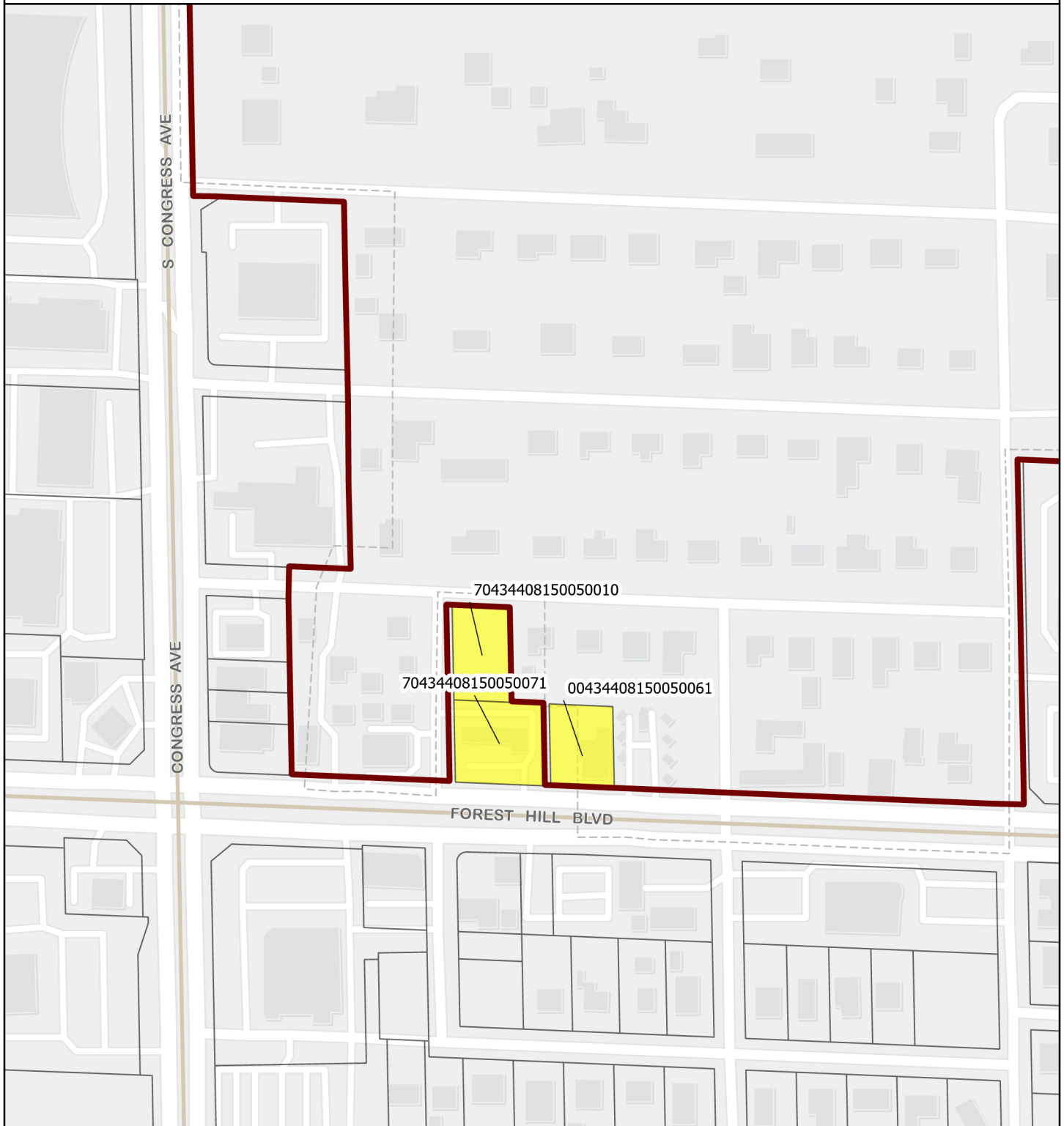
Feet

 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Mint Eco Car Wash



Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 2/3/2023

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

0 250

Feet

 Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #26: Resolution No. 2023-13 - Preliminary Plat - Oxygen Development - 1525 South Congress Avenue

SUMMARY: Mr. Marty R. A. Minor from Urban Design Studio, has filed a preliminary plat to re-plat the Oxygen Development plat as recorded in Plat Book 112 page 179 of Public Records of Palm Beach County, Florida. The applicant is proposing to join eight (8) parcels of land together with the abandoned right-of-way of Dalinda Lane totaling 17.826 acres into a unified plat consistent with the site plan approved by the Village Council (Resolution 2023-03 - January 12, 2023).

Together with the plat application, the applicant has submitted the following requests:

1. Dedication, to the Village, of a 50'-wide Right-Of-Way in order to extend/re-route Lone Pine Way to grant access to the property located on the west side of the project.
2. Release of a 20'-wide drainage easement as recorded in Plat Book 112, Page 179 of Public Record of Palm Beach County, Florida (approximately 1,593 square feet).
3. Release of a 20'-wide drainage easement as recorded in Plat Book 112, Page 179 of Public Record of Palm Beach County, Florida (approximately 1,679 square feet).
4. Release of a 20'-wide drainage easement as recorded in Plat Book 112, Page 179 of Public Record of Palm Beach County, Florida (approximately 400 square feet).
5. Release of a 20'-wide irrigation easement as recorded in Plat Book 112, Page 179 of Public Record of Palm Beach County, Florida (approximately 1,534 square feet).

The Village's Surveyor, Craven Thompson & Associates Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The Planning & Zoning Board considered the proposed resolution at its March 15, 2023 meeting and recommended approval.

If approved, a final plat will be presented to the Village Council for consideration. The recording of the plat is required prior to the issuance of a certificate of occupancy for the new warehouse building.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed preliminary plat; however, it will assist in facilitating the development of the property.

ATTACHMENTS:

1. Resolution No. 2023-13 Preliminary Plat - Oxygen Development
2. Oxygen Development II Plat

3. Oxygen Development Survey
4. Proposed ROW Dedication - Lone Pine Way
5. Drainage Easement Release - 1,593 square feet
6. Drainage Easement Release - 1,679 square feet
7. Drainage Easement Release - 400 square feet
8. Irrigation Easement Release - 1,534 square feet
9. Title Commitment Signed
10. Compliance Letter from Surveyor
11. LWDD No Objection Letter
12. Aerial and Location Maps

RESOLUTION NO. 2023-13

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE PRELIMINARY PLAT FOR THE OXYGEN DEVELOPMENT II TO UNIFY EIGHT PARCEL OF LANDS TOGETHER WITH THE ABANDONED RIGHT-OF-WAY OF DALINDA LANE TOTALING OF 17.826 ACRES, SUBMITTED BY MARTY R.A. MINOR, AGENT FOR THE OWNER, OXYGEN HOLDINGS, LLC. ("APPLICANT"), FOR THE PROPERTY GENERALLY LOCATED AT 1525 SOUTH CONGRESS AVENUE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mr. Marty R.A. Minor, agent for the owner, Oxygen Holdings, LLC., ("Applicant"), has filed a preliminary plat application to combine eight (8) parcels of land together with the abandoned right-of-way of Dalinda Lane to facilitate the development project for the construction of 150,780 square feet warehouse building; and

WHEREAS, an extra 50' wide right-of-way is being dedicated as a public right-of-way extending Lone Pine Way to grant access to the vacant lot located on the west side of the property; and

WHEREAS, a final re-plat was approved under Resolution No. 2009-74 containing various easement dedicated to serve the Oxygen Development project which are proposed to be released and new easements will be provided within the new re-plat; and

WHEREAS, an approximately 1,590 square feet 20' wide drainage easement, as recorded in Plat Book 112, Page 179 of the Public Records of Palm Beach County, Florida, is being released; and

WHEREAS, an approximately 1,679 square feet 20' wide drainage easement, as recorded in Plat Book 112, Page 179 of the Public Records of Palm Beach County, Florida is being released; and

WHEREAS, an approximately 400 square feet 20' wide drainage easement as recorded in Plat Book 112, Page 179 of the Public Records of Palm Beach County, Florida, is being released; and

WHEREAS, an approximately 1,534 square feet 20' wide irrigation easement, as recorded in Plat Book 112, Page 179 of the Public Records of Palm Beach County, Florida, is being released; and

WHEREAS, the proposed plat complies with all Platting Regulations set forth in Chapter 177, Florida Statutes; 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.

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 for preliminary plat approval to combine the light industrial parcels of land into a unified lot totaling of 17.826 acres; and having been otherwise fully apprised of the premises herein, 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>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this **13th day of April, 2023.**

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

Y:\Land Projects R2\7045.01 Oxygen\dwg\7045.01 Oxygen Plat 2023.dwg 3/2/2023 1:19:00 PM EST

OXYGEN DEVELOPMENT II

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 1 OF 4

DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT OXYGEN HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PARCELS OF LAND SHOWN HEREON AS OXYGEN DEVELOPMENT II AND BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PLAT OF OXYGEN DEVELOPMENT RE-PLAT; THENCE ALONG THE EASTERLY LINE OF SAID PLAT S01°28'16"E A DISTANCE OF 458.68 FEET TO THE SOUTHEAST CORNER OF SAID PLAT, THENCE LEAVING SAID EASTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID PLAT THE FOLLOWING THREE (3) COURSES N88°20'34"W A DISTANCE OF 608.56 FEET; THENCE N01°28'35"W A DISTANCE OF 30.04 FEET; THENCE N88°20'34"W A DISTANCE OF 330.69 FEET TO THE NORTHWEST CORNER OF TRACT 1 OF THE PLAT OF OXYGEN-FOREST HILL CENTER AS RECORDED IN PLAT BOOK 112, PAGE 71 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID TRACT 1, S01°28'48"E A DISTANCE OF 286.48 FEET; THENCE LEAVING SAID WESTERLY LINE N88°14'24"W A DISTANCE OF 150.00 FEET; THENCE N01°28'48"W A DISTANCE OF 92.00 FEET; THENCE N88°14'24"W A DISTANCE OF 30.53 FEET; THENCE S01°28'40"E A DISTANCE OF 427.96 FEET; THENCE N88°14'24"W A DISTANCE OF 150.24 FEET; THENCE N01°28'40"W A DISTANCE OF 100.05 FEET; THENCE N88°14'08"W A DISTANCE OF 330.41 FEET; THENCE N01°28'40"W A DISTANCE OF 200.01 FEET; THENCE S88°14'08"E A DISTANCE OF 330.41 FEET; THENCE N01°28'40"W A DISTANCE OF 770.48 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF OXYGEN DEVELOPMENT RE-PLAT, THENCE ALONG THE NORTHERLY LINE OF SAID PLAT THE FOLLOWING THREE (3) CALLS S88°20'34"E A DISTANCE OF 330.71 FEET; THENCE S01°28'48"E A DISTANCE OF 20.03 FEET; THENCE S88°20'34"E A DISTANCE OF 939.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.826 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

DEDICATION

1. LAKE TRACT:
THE LAKE TRACT, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE OWNERS OF THE LANDS AS SHOWN HEREON AND THEIR SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNERS THEIR SUCCESSOR AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

2. LAKE MAINTENANCE EASEMENT:
THE LAKE MAINTENANCE EASEMENT AS SHOWN HEREON IS HEREBY RESERVED FOR THE OWNERS OF THE LANDS AS SHOWN HEREON AND THEIR SUCCESSORS AND ASSIGNS, FOR ACCESS TO STORMWATER MANAGEMENT AND DRAINAGE FACILITIES LOCATED WITHIN THE ASSOCIATED LAKE TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID OWNERS THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS. THE VILLAGE OF PALM SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILITIES FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ACCESS EASEMENTS, AND PRIVATE STREETS ASSOCIATED WITH SAID DRAINAGE SYSTEM.

3. DRAINAGE EASEMENTS:
THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY RESERVED FOR THE OWNERS OF THE LANDS AS SHOWN HEREON AND THEIR SUCCESSORS AND ASSIGNS, FOR DRAINAGE PURPOSES. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNERS THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS. THE VILLAGE OF PALM SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ACCESS EASEMENTS, AND PRIVATE STREETS ASSOCIATED WITH SAID DRAINAGE SYSTEM.

4. TRACT 6:
TRACT 6 IS HEREBY RESERVED FOR THE OWNERS OF THE LANDS SHOWN HEREON FOR COMMERCIAL DEVELOPMENT AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNERS, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

5. TRACT 8:
TRACT 8 IS HEREBY RESERVED FOR THE OWNERS OF THE LANDS SHOWN HEREON FOR COMMERCIAL DEVELOPMENT AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNERS, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS. TRACT 8 IS SUBJECT TO THE RESTRICTIONS SET FORTH IN ORB 23460, PAGE 549 AND ORB 5547 PAGE 1438 IN FAVOR OF LAKE WORTH DRAINAGE DISTRICT.

6. ACCESS EASEMENT:
THE 17 FOOT AND 46.5 FOOT ACCESS EASEMENT, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE OWNERS OF THE LANDS SHOWN HEREON FOR INGRESS AND EGRESS, ALONG WITH THE DESIGNATION OF LOADING ZONES AND LOCATION OF REFUSE ENCLOSURES WITH A MINIMUM OF TWENTY FOUR FEET OF TRAVEL LANE BEING PROVIDED AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNERS, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

7. LANDSCAPE BUFFER EASEMENTS:
THE LANDSCAPE BUFFER EASEMENTS ARE HEREBY RESERVED FOR THE OWNERS OF THE LANDS SHOWN HEREON FOR OPEN SPACE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNERS, THEIR SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

8. BUS STOP EASEMENT:
THE BUS STOP EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE VILLAGE OF PALM SPRINGS FOR THE PURPOSE OF A BUS STOP.

9. TRACTS R/W
TRACTS R/W-1 AND R/W-2, AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE VILLAGE OF PALM SPRINGS FOR PUBLIC RIGHT-OF-WAY PURPOSES.

10. DRY RETENTION TRACT:
THE DRY RETENTION TRACT, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE OWNERS OF THE LANDS AS SHOWN HEREON AND THEIR SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNERS THEIR SUCCESSOR AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

CORPORATE DEDICATION

IN WITNESS WHEREOF, THE BELOW NAMED CORPORATION HAS HAVE CAUSED THESE PRESENTS TO BE SIGNED BY THE VICE PRESIDENT, AND THE CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS ON THE DATE SET FORTH BELOW
THIS ____ DAY OF _____, 2023

OXYGEN HOLDINGS, A LIMITED LIABILITY CORPORATION

WITNESS: _____ WITNESS: _____ BY: _____
(PRINT NAME) _____ (PRINT NAME) _____ PHILIPPE A. COHEN (VICE PRESIDENT)
DATE: _____ DATE: _____

ACKNOWLEDGMENT

STATE OF: FLORIDA
COUNTY OF: PALM BEACH

BEFORE ME PERSONALLY APPEARED PHILIPPE A. COHEN WHO IS [_____] PERSONALLY KNOWN TO ME, OR [_____] HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT OF OXYGEN HOLDINGS, A LIMITED LIABILITY COMPANY AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE/SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2023.

MY COMMISSION EXPIRES: _____

SIGNATURE _____

(PRINTED NAME) - NOTARY PUBLIC

MORTGAGEE'S CONSENT

STATE OF _____
COUNTY OF _____

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 33909, AT PAGE 1154, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA , SHALL BE SUBORDINATED TO THE TERMS OF THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____, AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS ____ DAY OF _____, 2023.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

WITNESS: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023 BY _____ AS _____ FOR THE FIFTH THIRD BANK, NATIONAL ASSOCIATION, ON BEHALF OF THE ASSOCIATION, WHO IS () PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC: _____
PRINT NAME: _____

MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

STEVEN C. ELKIN, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO OXYGEN HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THAT THE CURRENT TAXES FOR 2021 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: STEVEN C. ELKIN, ESQ.

SURVEYORS 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."), PERMANENT CONTROL POINTS ("P.C.P.S."), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA.

C. ANDRE RAYMAN P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 4938
STATE OF FLORIDA L.B.# 6603

DATE: _____

DATE: _____

REVIEWING SURVEYOR'S STATEMENT

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(8), FLORIDA STATUTES TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177, FLORIDA STATUTES IS SHOWN. WHILE RANDOM CHECKS OF THE GEODETIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA WAS MADE.

REVIEWING SURVEYOR: _____

PRINTED NAME: TODD H. BATES
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 7165, STATE OF FLORIDA

VILLAGE ENGINEER

THIS PLAT IS HEREBY ACCEPTED FOR RECORD THIS ____ DAY OF _____, 2023

BY: _____
NAME: E. TARA L. BAMBER, P.E.
STATE OF FLORIDA LICENSE NO. 69957
TITLE: VILLAGE ENGINEER

VILLAGE OF PALM SPRINGS APPROVAL

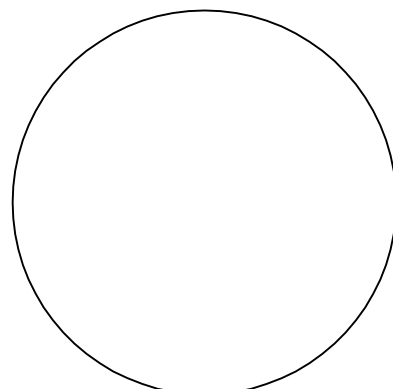
OXYGEN DEVELOPMENT II IS HEREBY APPROVED FOR RECORD THIS ____ DAY OF _____, 2023.

BY: _____
MAYOR

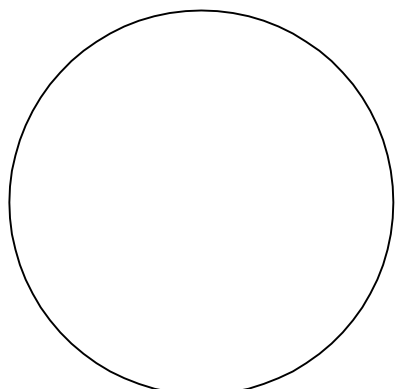
BY: _____
VILLAGE CLERK

LEGEND

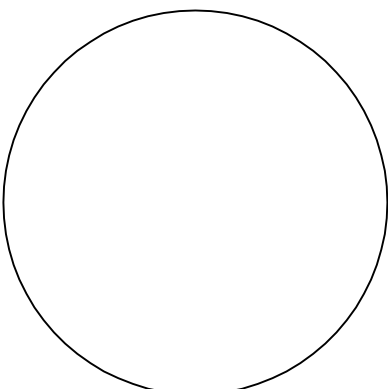
R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
(M)	MEASURED
ORB	OFFICIAL RECORD BOOK
L.A.E.	LIMITED ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
C.B.	CHORD BEARING
P.R.C.	POINT OF REVERSE CURVATURE
PB	PLAT BOOK
PG.	PAGE
P.B.C.U.E.	PALM BEACH COUNTY UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
☐	CENTER LINE
☐	EXISTING PERMANENT REFERENCE MONUMENT LB#6603
■	SET PERMANENT REFERENCE MONUMENT LB#6603
N.R.	NON-RADIAL
LWDD	LAKE WORTH DRAINAGE DISTRICT
N.T.S.	NOT TO SCALE
LBE	LANDSCAPE BUFFER EASEMENT



SURVEYOR'S SEAL

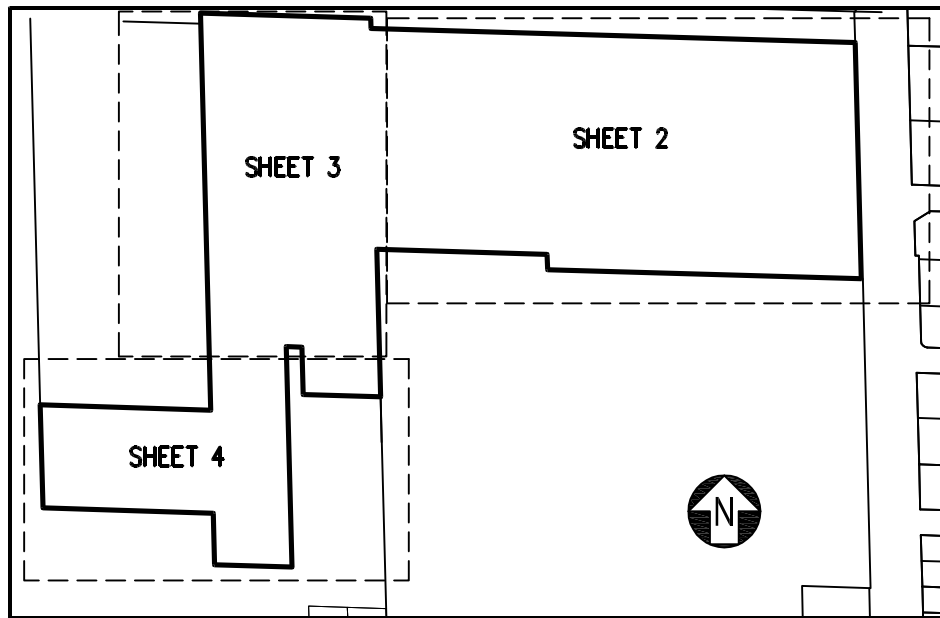


REVIEWING SURVEYOR'S SEAL



REVIEWING ENGINEER'S SEAL

	STATE OF FLORIDA COUNTY OF PALM BEACH THIS PLAT WAS FILED FOR RECORD AT _____ THIS ____ DAY OF _____ AND DULY RECORDED IN PLAT BOOK NO. _____ ON PAGE(S) _____ JOSEPH ABRUZZO, CLERK AND CIRCUIT COURT & COMPTROLLER BY: _____ DEPUTY CLERK
VILLAGE OF PALM SPRINGS, FLORIDA SEC. 07 TWP. 44 RNG. 43 LOCATION MAP N.T.S.	



TRACT	AREA
LAKE TRACT	1.769 ACRES
DRY RETENTION TRACT	0.483 ACRES
TRACT 6	14.867 ACRES
TRACT 8	0.589 ACRES
TRACT R/W-1	0.098 ACRES
TRACT R/W-2	0.020 ACRES
TOTAL AREA	17.826 ACRES

SURVEYORS NOTES

1. PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: ■ PRM LB#6603

2. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING ALONG THE SOUTH LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-7 CANAL; WHICH IS TAKEN AS BEING S88°20'34"E.

3. NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE MUNICIPAL APPROVALS OR PERMITS AS REQUIRED FOR SUCH IMPROVEMENTS.

4. 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 BEING DETERMINED BY USE RIGHTS GRANTED.

5. DISTANCES SHOWN HEREON ARE REFERENCED TO THE HORIZONTAL PLANE AND ARE IN US SURVEY FEET.

6. 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.

7. RECORDING REFERENCES SHOWN HEREON REFERENCE THE PALM BEACH COUNTY PUBLIC RECORDS.

8. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH 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.

9. A PORTION OF DALINDA LANE AS RECORDED ON THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY HAS BEEN VACATED PER ORB _____, PAGE _____.

10. THE ERROR OF CLOSURE EXCEEDS 1 FOOT IN 10,000 FEET.

THIS INSTRUMENT PREPARED BY C. ANDRE RAYMAN, P.S.M. LS#4938 STATE OF FLORIDA.
ENGENUITY GROUP, INC. ENGINEERS SURVEYORS AND GIS MAPPERS
1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409.
CERTIFICATE OF AUTHORIZATION NO. LB0006603

OXYGEN DEVELOPMENT II



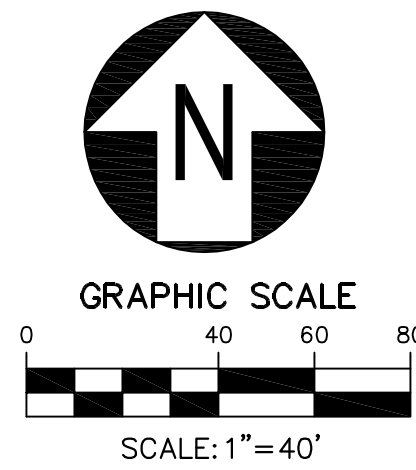
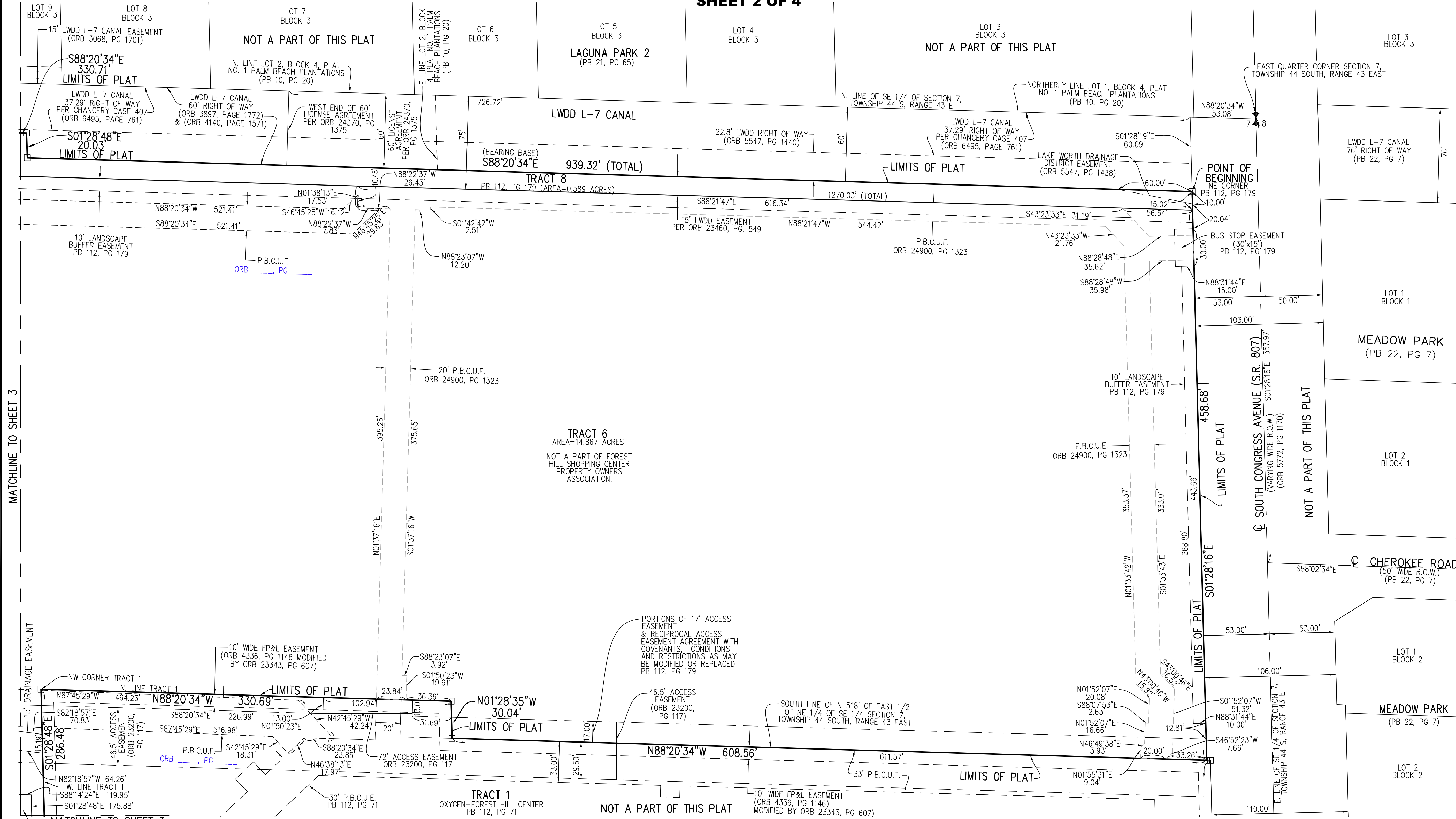
1280 N CONGRESS AVE, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390
WWW.ENGENUITYGROUP.COM

DATE	3/2/2023
SCALE	N/A
CAD FILE	7045.01
DRAWN	JCM
CHECKED	CAR

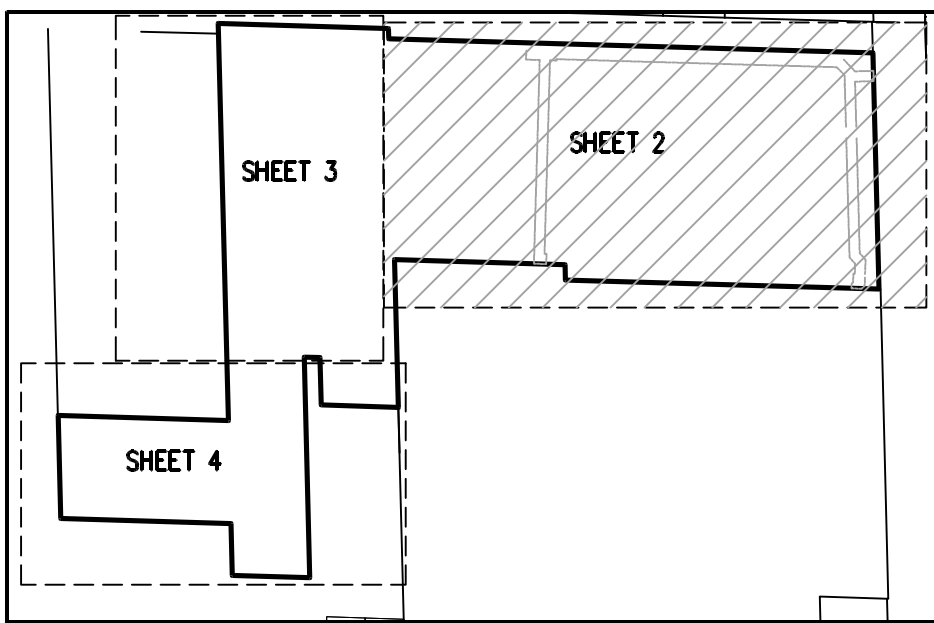
S H E E T	1/4
JOB NO.	7045.01

OXYGEN DEVELOPMENT II

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 2 OF 4



LEGEND			
R	RADIUS	PB	PLAT BOOK
L	ARC LENGTH	PG.	PAGE
Δ	DELTA ANGLE	P.B.C.U.E.	PALM BEACH COUNTY UTILITY EASEMENT
(M)	MEASURED	DE	DRAINAGE EASEMENT
ORB	OFFICIAL RECORD BOOK	CL	CENTER LINE
L.A.E.	LIMITED ACCESS EASEMENT	■	EXISTING PERMANENT REFERENCE MONUMENT LB#6603
R.O.W.	RIGHT-OF-WAY	■	SET PERMANENT REFERENCE MONUMENT LB#6603
C.B.	CHORD BEARING	N.R.	NON-RADIAL
P.R.C.	POINT OF REVERSE CURVATURE	LWDD	LAKE WORTH DRAINAGE DISTRICT
		N.T.S.	NOT TO SCALE
		LBE	LANDSCAPE BUFFER EASEMENT



TRACT	AREA
LAKE TRACT	1.769 ACRES
DRY RETENTION TRACT	0.483 ACRES
TRACT 6	14.866 ACRES
TRACT 8	0.589 ACRES
TRACT R/W-1	0.098 ACRES
TRACT R/W-2	0.021 ACRES
TOTAL AREA	17.826 ACRES

THIS INSTRUMENT PREPARED BY C. ANDRE RAYMAN, P.S.M. LS#4938 STATE OF FLORIDA. ENGENUITY GROUP, INC. ENGINEERS SURVEYORS AND GIS MAPPERS 1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409. CERTIFICATE OF AUTHORIZATION NO. LB0006603

OXYGEN DEVELOPMENT II



DATE	3/2/2023
SCALE	1" = 40'
CAD FILE	7045.01
DRAWN	JCM
CHECKED	CAR

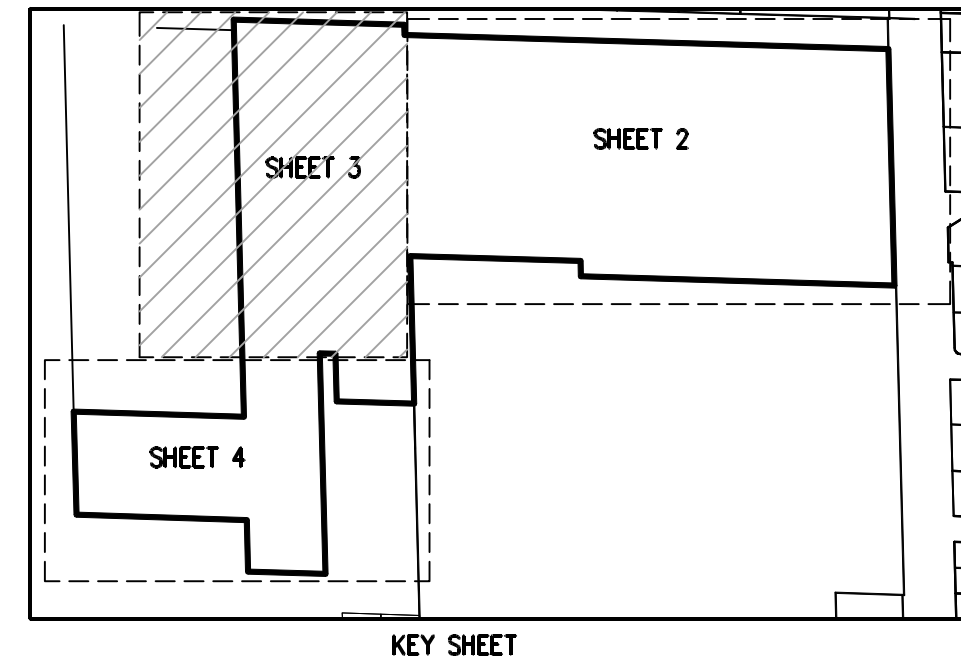
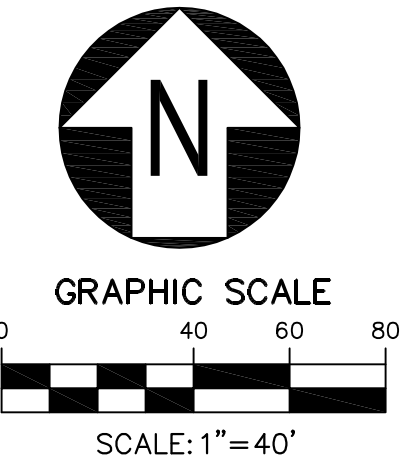
SHEET NO.	2/4
JOB NO.	7045.01

1280 N CONGRESS AVE, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390
WWW.ENGENUITYGROUP.COM

OXYGEN DEVELOPMENT II

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 3 OF 4



TRACT	AREA
LAKE TRACT	1.769 ACRES
DRY RETENTION TRACT	0.483 ACRES
TRACT 6	14.866 ACRES
TRACT 8	0.589 ACRES
TRACT R/W-1	0.098 ACRES
TRACT R/W-2	0.021 ACRES
TOTAL AREA	17.826 ACRES

LEGEND

R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
(M)	MEASURED
ORB	OFFICIAL RECORD BOOK
L.A.E.	LIMITED ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
C.B.	CHORD BEARING
P.R.C.	POINT OF REVERSE CURVATURE
PB	PLAT BOOK
PG.	PAGE
P.B.C.U.E.	PALM BEACH COUNTY UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
CL	CENTER LINE
■	EXISTING PERMANENT REFERENCE MONUMENT LB#6603
■	SET PERMANENT REFERENCE MONUMENT LB#6603
N.R.	NON-RADIAL
LWDD	LAKE WORTH DRAINAGE DISTRICT
N.T.S.	NOT TO SCALE
LBE	LANDSCAPE BUFFER EASEMENT

THIS INSTRUMENT PREPARED BY C. ANDRE RAYMAN, P.S.M. LS#4938 STATE OF FLORIDA. ENGENUITY GROUP, INC. ENGINEERS SURVEYORS AND GIS MAPPERS 1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409. CERTIFICATE OF AUTHORIZATION NO. LB0006603

OXYGEN DEVELOPMENT II



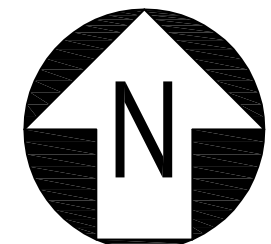
1280 N CONGRESS AVE, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390
WWW.ENGENUITYGROUP.COM

DATE	3/2/2023
SCALE	1" = 40'
CAD FILE	7045.01
DRAWN	JCM
CHECKED	CAR

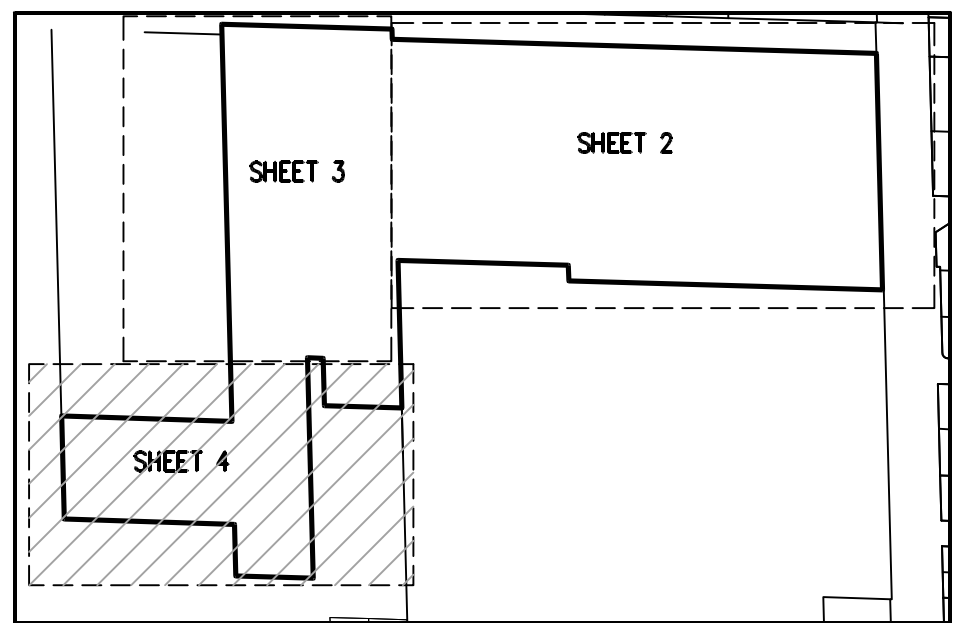
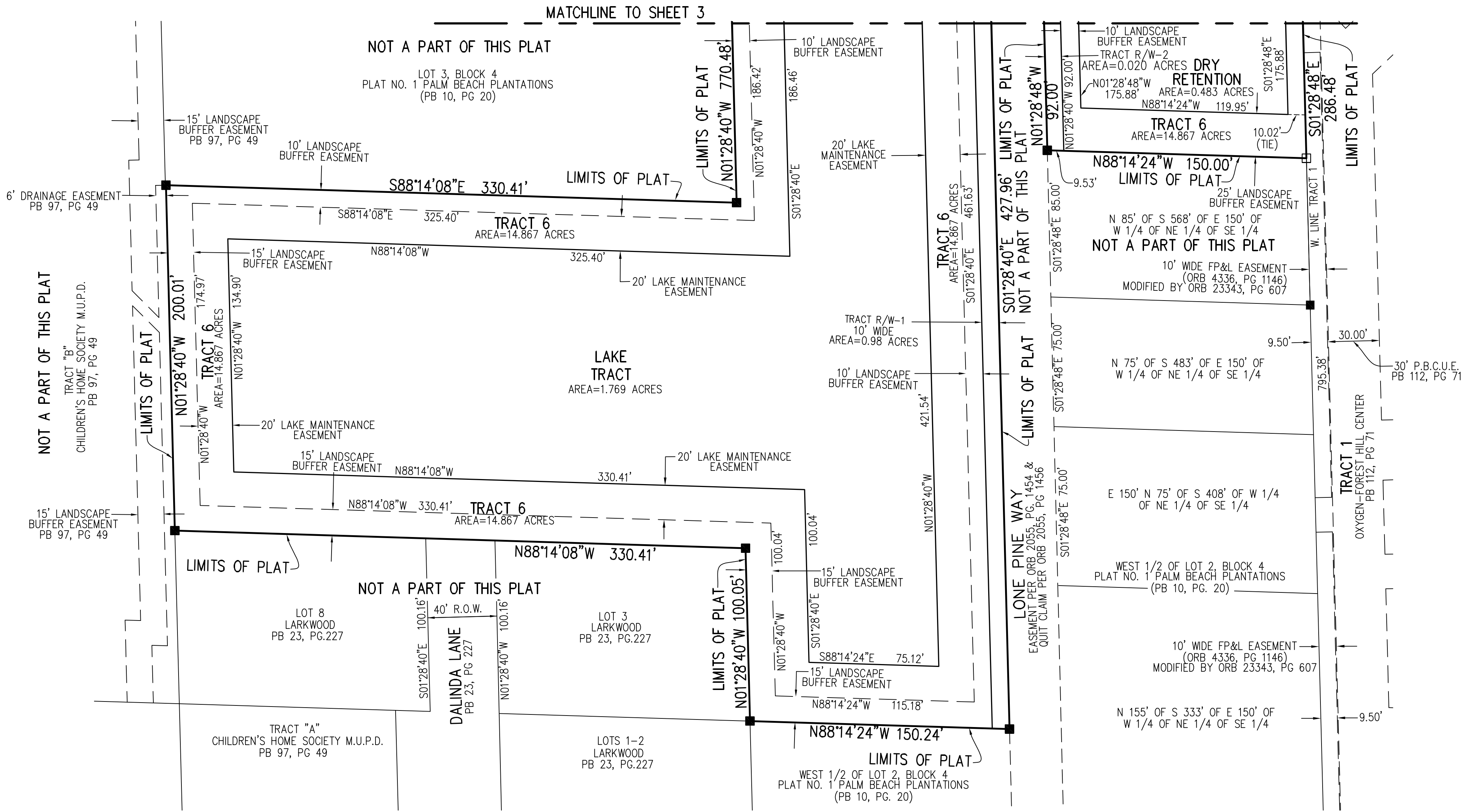
SHEET NO.	3/4
JOB NO.	7045.01

OXYGEN DEVELOPMENT II

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 4 OF 4



GRAPHIC SCALE
0 40 80
SCALE: 1"=40'



KEY SHEET

TRACT	AREA
LAKE TRACT	1.769 ACRES
DRY RETENTION TRACT	0.483 ACRES
TRACT 6	14.866 ACRES
TRACT 8	0.589 ACRES
TRACT R/W-1	0.098 ACRES
TRACT R/W-2	0.021 ACRES
TOTAL AREA	17.826 ACRES

LEGEND

R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
(M)	MEASURED
ORB	OFFICIAL RECORD BOOK
L.A.E.	LIMITED ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
C.B.	CHORD BEARING
P.R.C.	POINT OF REVERSE CURVATURE
PB	PLAT BOOK
PG.	PAGE
P.B.C.U.E.	PALM BEACH COUNTY UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
CL	CENTER LINE
□	EXISTING PERMANENT REFERENCE MONUMENT LB#6603
■	SET PERMANENT REFERENCE MONUMENT LB#6603
N.R.	NON-RADIAL
LWDD	LAKE WORTH DRAINAGE DISTRICT
N.T.S.	NOT TO SCALE
LBE	LANDSCAPE BUFFER EASEMENT

THIS INSTRUMENT PREPARED BY C. ANDRE RAYMAN, P.S.M. LS#4938 STATE OF FLORIDA.
ENGUITY GROUP, INC. ENGINEERS SURVEYORS AND GIS MAPPERS
1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409.
CERTIFICATE OF AUTHORIZATION NO. LB0006603

OXYGEN DEVELOPMENT II



1280 N CONGRESS AVE, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390
WWW.ENGUITYGROUP.COM

DATE	3/2/2023
SCALE	1"=40'
CAD FILE	7045.01
DRAWN	JCM
CHECKED	CAR

SHEET NO.	4/4
JOB NO.	7045.01

ALL ELEVATIONS SHOWN ARE NGVD 1929

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

RIGHT-OF-WAY DEED

THIS INDENTURE made this ____ day of _____, 20__, between Oxygen Development with a mailing address of 1525 S. Congress Ave as party of the first part and the **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation with a mailing address of 226 Cypress Lane, Palm Springs, Florida 33461-1699, as party of the second part.

W I T N E S S E T H:

That said party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following-described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See Exhibit "A" attached hereto.

This Deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, a right-of-way and easement in and to said lands for public highway, street, sidewalk and public utility purposes; and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned, the title to same shall thereupon revert to and revest in the party of the first part, its successors or assigns.

That this right-of-way shall be subject only to those easements, restrictions, and reservations of record. The party of the first part agrees to provide for the release of any and all mortgages or liens encumbering this right-of-way. The party of the first part also agrees to erect no building or effect any other kind of construction or improvements upon the above-described property.

Party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described right-of-way and that the same

is unencumbered. Where the context of this Right-of-Way Deed allows or permits, the same shall include the successors or assigns of the parties.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, in law or in equity to the only proper use, benefit, and behalf of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, said party of the first part has hereunto set their hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
MARC FELLOE

(Name printed or typed)

ANAS MUBARAK
[Signature]

(Name printed or typed)

PARTY OF THE FIRST PART

By: [Signature]

By: _____

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st day of February, 2023, by Philippe Cohen who is personally known to me or has produced personally known as identification.

[Signature]
Signature of Notary Public -
State of Florida

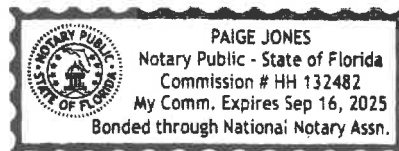


EXHIBIT “A” TO ROW DEED

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 50-FOOT WIDE PARCEL OF LAND BEING A PORTION OF TRACT 7 AS RECORDED IN OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 7, N88°07'37"W, A DISTANCE OF 2646.34 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7; THENCE LEAVING SAID SOUTHERLY LINE, N35°48'09"E, A DISTANCE OF 2412.08 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT 7, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE LEAVING SAID SOUTHERLY LINE N01°28'40"W A DISTANCE OF 58.73 FEET; THENCE N88°20'21"W A DISTANCE OF 140.21 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 7; THENCE ALONG SAID WESTERLY LINE N01°28'40"W A DISTANCE OF 50.08 FEET; THENCE LEAVING SAID WESTERLY LINE S88°20'21"E A DISTANCE OF 190.29 FEET; THENCE S01°28'40"E A DISTANCE OF 108.89 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT 7; THENCE ALONG SAID SOUTHERLY LINE N88°14'24"W A DISTANCE OF 50.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12,453 SQUARE FEET (0.286 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 18, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

LONE PINE LANE

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-18-2023



FIELD BOOK Nº

SHEET:

1 / 3

JOB Nº

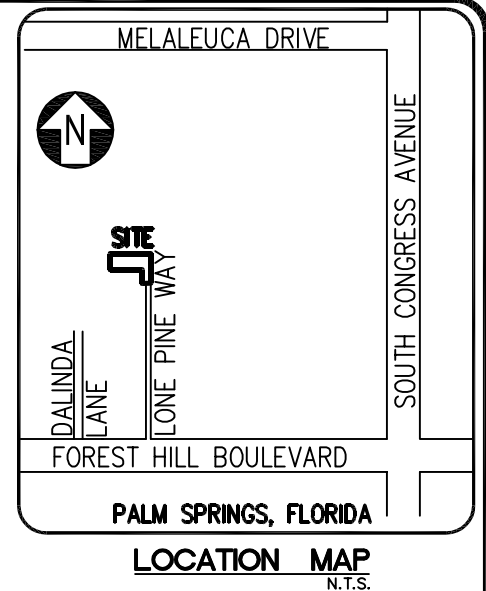
FLORIDA R.L.S.
#

7045.04.12

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

PB PLAT BOOK
PG PAGE
ORB OFFICIAL RECORD BOOK
SLY SOUTHERLY
SEC SECTION
TWP TOWNSHIP
RGE RANGE
LBE LANDSCAPE BUFFER EASEMENT
QCD QUIT CLAIM DEED



NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
 3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N88°07'37"W ALONG THE SOUTHERLY LINE OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
 5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
 6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
 7. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83-90).
- SCALE FACTOR: 1.000041125
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

FOR:

LONE PINE LANE

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-18-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK Nº

SHEET:

2 / 3

JOB Nº

FLORIDA R.L.S.
#

7045.04.12

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



UNPLATTED

W. LINE LOT 2, BLOCK 4,
PLAT NO. 1 PALM BEACH
PLANTATIONS
(PB 10, PG 20)

N01°28'40"W
50.08'

W. LINE TRACT 7

TRACT 7
OXYGEN DEVELOPMENT RE-PLAT
(PB 112, PG 179)

S88°20'21"E 190.29'

AREA=12,453 SQUARE FEET
(0.286 ACRES)

N88°20'21"W 140 21'

10' LBE
(PB 112, PG 179)

N01°28'40"W
58.73'

-POINT OF BEGINNING

N88°14'24"W
| 50.08'|

LONE PINE WAY
30.00' QCD (ORB 2055, PG 1454)
& EASEMENT (ORB 39, PG. 50)

PORTION OF LOT 2, BLOCK 4
PALM BEACH PLANTATIONS
(PLAT BOOK 10, PAGE 20)

N35°48'09"E
2412.08'

S QUARTER-
CORNER OF SEC 7,
TWP 44S, RGE 43E
N: 842072.98
E: 951417.19
(NOT FOUND)

POINT OF
COMMENCEMENT
SE CORNER OF SEC 7-
TWP 44S, RGE 43E
N: 841986.49
E: 954062.11
(NOT FOUND)

SLY LINE OF SEC 7, TWP 44S, RGE 43E
N88°07'37"W 2646.34' (GRID)

FOR:

LONE PINE LANE

SCALE: $1"=50'$

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-18-2023



A Higher Standard of Excellence

A Higher Standard of Excellence

engenuity
group inc.

ENGINEERS • SURVEYORS • GIS MAPPERS

1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUINITYGROUP.COM

FIELD BOOK N°

SHEET:

$$\frac{3}{3}$$

JOB N°	
--------	--

FLORIDA R.L.S.
#

7045.04.12

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2

LEGAL DESCRIPTION

A 20-FOOT WIDE PARCEL OF LAND BEING A PORTION OF TRACT 7 AS RECORDED IN OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 7, THENCE ALONG THE EASTERLY LINE OF SAID TRACT, N01°28'48"W A DISTANCE OF 194.48 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT 7; THENCE ALONG SAID SOUTHERLY LINE S88°20'34"E A DISTANCE OF 10.60 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S88°20'34"E A DISTANCE OF 20.76 FEET; THENCE LEAVING SAID SOUTHERLY LINE, N17°10'50"E A DISTANCE OF 79.66 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LAKE TRACT AS SHOWN ON SAID OXYGEN DEVELOPMENT RE-PLAT; THENCE ALONG SAID SOUTHERLY LINE, N88°20'34"W A DISTANCE OF 20.76 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S17°10'50"W A DISTANCE OF 79.66 FEET TO THE **POINT OF BEGINNING**.

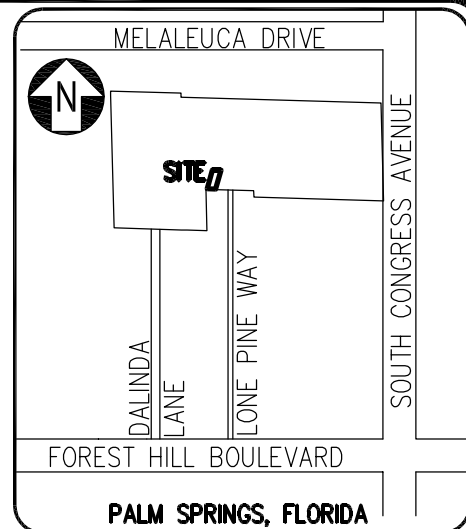
CONTAINING 1,593 SQUARE FEET MORE OR LESS.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°28'48"W ALONG THE EASTERLY LINE OF TRACT 7 OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 25, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



LOCATION MAP
N.T.S.

**Jennifer
Malin**

Digitally signed by
Jennifer Malin
Date: 2023.01.25
17:04:23 -05'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

20' DRAINAGE EASEMENT

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°

SHEET:

1 / 2

JOB N°

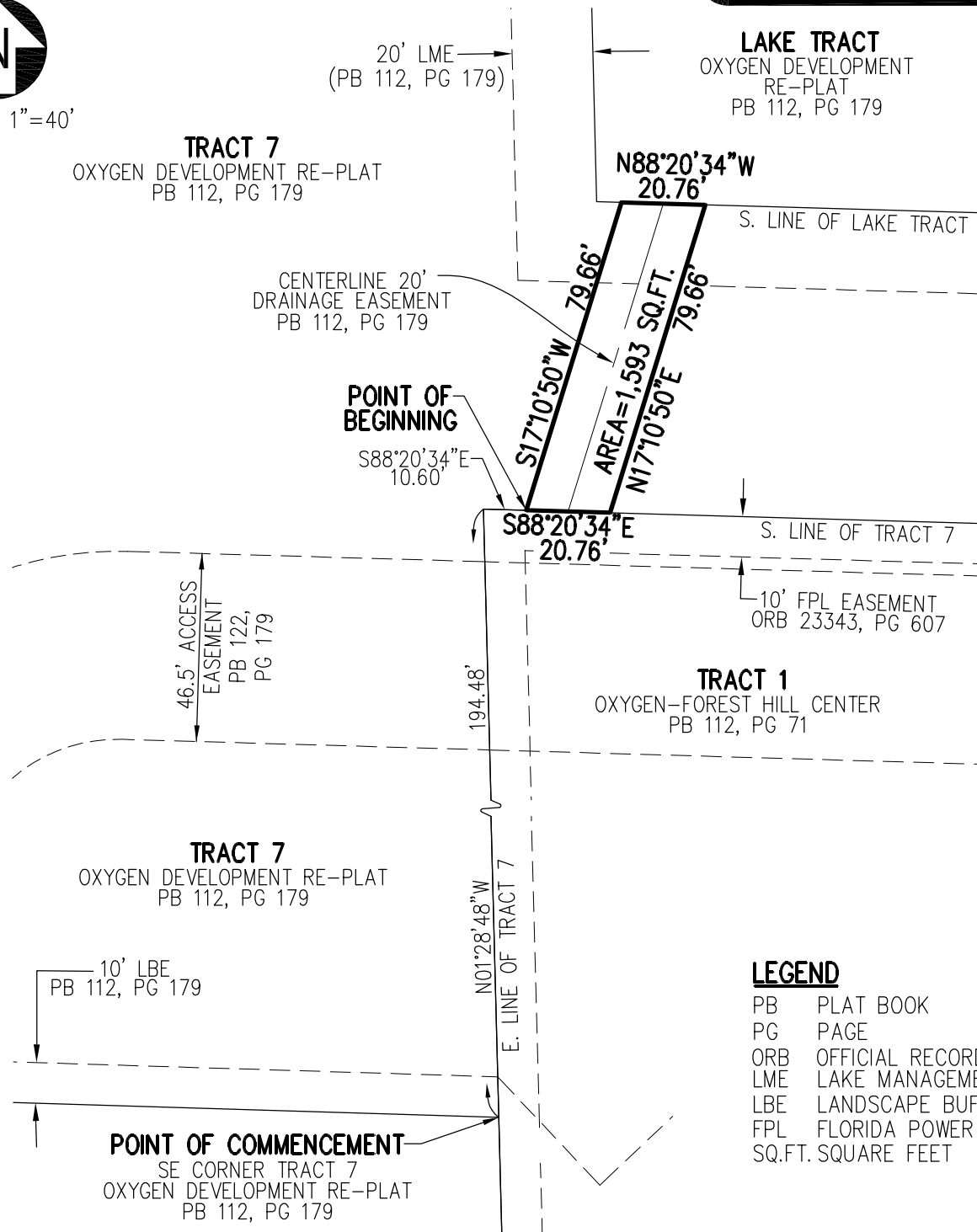
FLORIDA R.L.S.
#

7045.04.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEET 1



SCALE: 1"=40'



LEGEND

PB PLAT BOOK
 PG PAGE
 ORB OFFICIAL RECORD BOOK
 LME LAKE MANAGEMENT EASEMENT
 LBE LANDSCAPE BUFFER EASEMENT
 FPL FLORIDA POWER & LIGHT
 SQ.FT. SQUARE FEET

FOR:

20' DRAINAGE EASEMENT

SCALE: 1"=40'

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK Nº

SHEET:

2 / 2

JOB Nº

FLORIDA R.L.S.
 #

7045.04.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2

LEGAL DESCRIPTION

A 20-FOOT WIDE PARCEL OF LAND BEING A PORTION OF TRACTS 6 AND 7 AS RECORDED IN OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 7, THENCE ALONG THE EASTERLY LINE OF SAID TRACT, N01°28'48"W A DISTANCE OF 194.48 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT 7; THENCE ALONG SAID SOUTHERLY LINE S88°20'34"E A DISTANCE OF 227.75 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S88°20'34"E A DISTANCE OF 21.84 FEET; THENCE LEAVING SAID SOUTHERLY LINE, N22°03'27"W A DISTANCE OF 87.81 FEET TO A POINT ON THE EASTERLY LINE OF THE LAKE TRACT AS SHOWN ON SAID OXYGEN DEVELOPMENT RE-PLAT; THENCE ALONG SAID EASTERLY AND SOUTHERLY LINE OF SAID TRACT, S01°39'26"W A DISTANCE OF 3.64 FEET; THENCE N88°20'34"W A DISTANCE OF 20.24 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S22°03'27"W A DISTANCE OF 83.83 FEET TO THE **POINT OF BEGINNING**.

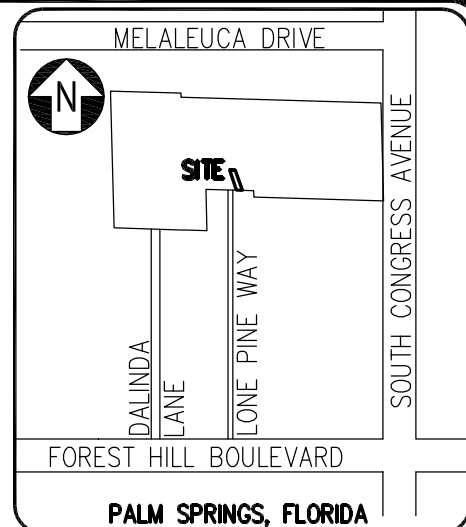
CONTAINING 1,679 SQUARE FEET MORE OR LESS.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°28'48"W ALONG THE EASTERLY LINE OF TRACT 7 OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 25, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



LOCATION MAP
N.T.S.

Jennifer Malin
Digitally signed by Jennifer Malin
Date: 2023.01.25 17:05:00
-05'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

20' DRAINAGE EASEMENT

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°

SHEET:

1 / 2

JOB N°

FLORIDA R.L.S.
#

7045.04.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEET 1



SCALE: 1"=40'

TRACT 7
 OXYGEN DEVELOPMENT RE-PLAT
 PB 112, PG 179

CENTERLINE 20'
 DRAINAGE EASEMENT
 PB 112, PG 179

LAKE TRACT
 OXYGEN DEVELOPMENT
 RE-PLAT
 PB 112, PG 179

S01°39'26"W
 3.64'
 N88°20'34"W
 20.24'

S. LINE OF
 LAKE TRACT

CENTERLINE 20'
 IRRIGATION EASEMENT
 PB 112, PG 179

S22°03'27"E
 83.38'
 AREA=1,679
 SQ.FT.

E. LINE OF
 LAKE TRACT

CENTERLINE 20'
 DRAINAGE EASEMENT
 PB 112, PG 179

TRACT 6
 OXYGEN DEVELOPMENT RE-PLAT
 PB 112, PG 179

46.5' ACCESS
 EASEMENT
 PB 122,
 PG 179

194.48'

10' FPL EASEMENT
 ORB 23343, PG 607

**POINT OF
 BEGINNING**

S88°20'34"E
 21.84'

TRACT 1
 OXYGEN-FOREST HILL CENTER
 PB 112, PG 71

TRACT 7
 OXYGEN DEVELOPMENT RE-PLAT
 PB 112, PG 179

10' LBE
 PB 112, PG 179

N01°28'48"W
 E. LINE OF TRACT 7

POINT OF COMMENCEMENT
 SE CORNER TRACT 7
 OXYGEN DEVELOPMENT RE-PLAT
 PB 112, PG 179

LEGEND

PB PLAT BOOK
 PG PAGE
 ORB OFFICIAL RECORD BOOK
 LME LAKE MANAGEMENT EASEMENT
 LBE LANDSCAPE BUFFER EASEMENT
 FPL FLORIDA POWER & LIGHT
 SQ.FT SQUARE FEET

FOR:

20' DRAINAGE EASEMENT

SCALE: 1"=40'

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°

SHEET:

2 / 2

JOB N°

FLORIDA R.L.S.
 #

7045.04.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2

LEGAL DESCRIPTION

A 20-FOOT WIDE PARCEL OF LAND BEING A PORTION OF TRACT 7 AS RECORDED IN OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 7, THENCE ALONG THE NORTHERLY LINE OF SAID TRACT, S88°20'34"E A DISTANCE OF 458.19 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID NORTHERLY LINE, S88°20'34"E A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID NORTHERLY LINE, S01°39'26"W A DISTANCE OF 20.00 FEET TO A POINT ON NORTHERLY LINE OF THE LAKE TRACT AS SHOWN ON SAID OXYGEN DEVELOPMENT RE-PLAT; THENCE ALONG SAID NORTHERLY LINE, N88°20'34"W A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID NORTHERLY LINE, N01°39'26"E A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 400 SQUARE FEET MORE OR LESS.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S88°20'34"E ALONG THE NORTHERLY LINE OF TRACT 7 OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

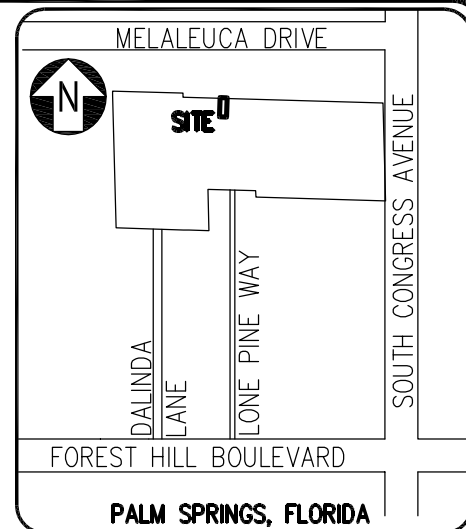
SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 25, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

**Jennifer
Malin**

Digitally signed by Jennifer
Malin
Date: 2023.01.25 17:05:28
-05'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603



LOCATION MAP
N.T.S.

FOR:

20' DRAINAGE EASEMENT

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK Nº

SHEET:

1 / 2

JOB Nº

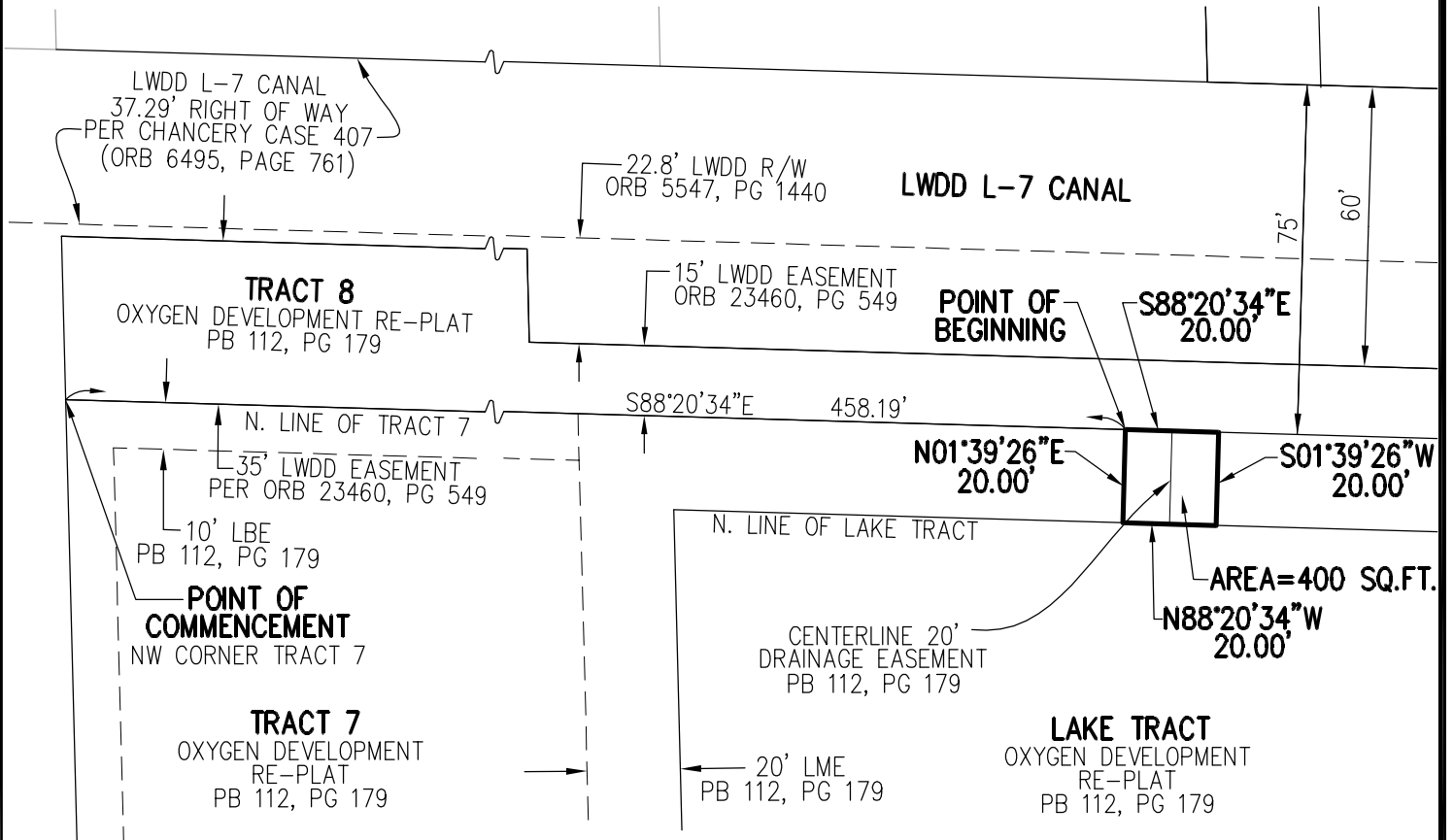
FLORIDA R.L.S.
#

7045.04.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 1



SCALE: 1"=40'



LEGEND

PB PLAT BOOK
PG PAGE
ORB OFFICIAL RECORD BOOK
LME LAKE MANAGEMENT EASEMENT
LBE LANDSCAPE BUFFER EASEMENT
FPL FLORIDA POWER & LIGHT
R/W RIGHT-OF-WAY
SQ.FT. SQUARE FEET
LWDD LAKE WORTH DRAINAGE DISTRICT

FOR:

20' DRAINAGE EASEMENT

SCALE: 1"=40'

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°

SHEET:

2 / 2

JOB N°

FLORIDA R.L.S.
#

7045.04.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEET 2

LEGAL DESCRIPTION

A 20-FOOT WIDE PARCEL OF LAND BEING A PORTION OF TRACT 7 AS RECORDED IN OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 7, THENCE ALONG THE EASTERLY LINE OF SAID TRACT, N01°28'48"W A DISTANCE OF 194.48 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT 7; THENCE ALONG SAID SOUTHERLY LINE S88°20'34"E A DISTANCE OF 168.97 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S88°20'34"E A DISTANCE OF 19.98 FEET; THENCE LEAVING SAID SOUTHERLY LINE, N01°39'26"E A DISTANCE OF 76.75 FEET TO A POINT ON SOUTHERLY LINE OF THE LAKE TRACT AS SHOWN ON SAID OXYGEN DEVELOPMENT RE-PLAT; THENCE ALONG SAID SOUTHERLY LINE, N88°20'34"W A DISTANCE OF 19.98 FEET; THENCE LEAVING SAID SOUTHERLY LINE, S01°39'26"W A DISTANCE OF 76.75 FEET TO THE **POINT OF BEGINNING**.

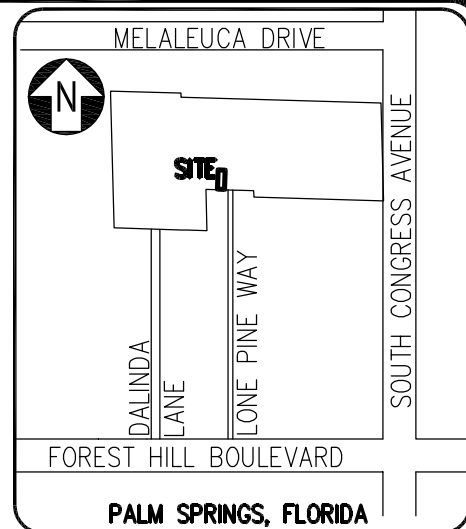
CONTAINING 1,534 SQUARE FEET MORE OR LESS.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°28'48"W ALONG THE EASTERLY LINE OF TRACT 7 OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 25, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.



LOCATION MAP
N.T.S.

**Jennifer
Malin**

Digitally signed by
Jennifer Malin
Date: 2023.01.25
17:03:38 -05'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

20' IRRIGATION EASEMENT

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



FIELD BOOK N°

SHEET:

1 / 2

FLORIDA R.L.S.
#

JOB N°

7045.04.13

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEET 1



SCALE: 1"=40'

LAKE TRACT
 OXYGEN DEVELOPMENT
 RE-PLAT
 PB 112, PG 179

CENTERLINE 20'
 IRRIGATION EASEMENT
 PB 112, PG 179

CENTERLINE 20'
 DRAINAGE EASEMENT
 PB 112, PG 179

TRACT 7
 OXYGEN DEVELOPMENT RE-PLAT
 PB 112, PG 179

CENTERLINE 20'
 DRAINAGE EASEMENT
 PB 112, PG 179

N88°20'34"W
 19.98'

S. LINE OF LAKE TRACT

S01°39'26"W 76.75'
 AREA=1,534 SQ.FT.

N01°39'26"E 76.75'

S88°20'34"E

168.97'

S. LINE OF TRACT 7

S88°20'34"E
 19.98'

10' FPL EASEMENT
 ORB 23343, PG 607

POINT OF BEGINNING

TRACT 1
 OXYGEN-FOREST HILL CENTER
 PB 112, PG 71

46.5' ACCESS
 EASEMENT
 PB 122,
 PG 179

194.48'
 N01°28'48"W
 E. LINE OF TRACT 7

TRACT 7
 OXYGEN DEVELOPMENT RE-PLAT
 PB 112, PG 179

10' LBE
 PB 112, PG 179

POINT OF COMMENCEMENT
 SE CORNER TRACT 7
 OXYGEN DEVELOPMENT RE-PLAT
 PB 112, PG 179

LEGEND

PB PLAT BOOK
 PG PAGE
 ORB OFFICIAL RECORD BOOK
 LME LAKE MANAGEMENT EASEMENT
 LBE LANDSCAPE BUFFER EASEMENT
 FPL FLORIDA POWER & LIGHT
 SQ.FT. SQUARE FEET

FOR:

20' IRRIGATION EASEMENT

SCALE: 1"=40'

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 1-25-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK N°

SHEET:

2 / 2

JOB N°

FLORIDA R.L.S.
 #

7045.04.13

Transaction Identification Data for reference only:

Frank, Weinberg & Black, P.L.
7805 S.W. 6th Court,
Plantation, FL 33324
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number: Oxygen Holdings LLC
(Use for AgentTRAX documents)
Property Address: FL
Order No.: 10774284
Revision Number: B

Chicago Title Insurance Company

SCHEDULE A
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 09/22/2022 at: 11:00 PM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2021 Policy with Florida Modifications
Proposed Insured: Oxygen Holdings LLC, a Florida limited liability company
Proposed Amount of Insurance: TO BE DETERMINED
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc.):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

Oxygen Holdings LLC, a Florida limited liability company
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 

Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Proof of payment of any outstanding assessments in favor of Palm Beach County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Palm Beach County, Florida, any special taxing district and any municipality.
5. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.
6. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
7. Issuing agent must obtain from the Company or perform themselves a title update three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.
8. When the Company has been provided the amount of the full insurable value of the land and the Company has agreed to that value, Schedule A will be amended accordingly.
9. Evidence of payment of 2022 Real Estate Taxes under the following Tax I.D numbers 70-43-44-07-03-003-0040; 70-43-44-07-03-003-0050; 70-43-44-07-04-000-0040; 70-43-44-07-04-000-0050; 70-43-44-07-04-000-0060; 70-43-44-07-04-000-0070; 70-43-44-07-00-000-5110; 70-43-44-07-00-000-5101; 70-43-44-07-37-007-0000, and 70-43-44-07-00-000-5100.

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of PALM BEACH PLANTATIONS, PLAT NO.1, recorded in Book 10, Page 20, of the Public Records of Palm Beach County, Florida. (As to Parcels 1 and 8)
6. Terms and conditions as contained in the Palm Beach County Removal Agreement for Future Right of Way recorded June 12, 1979 in Official Records Book 3077, Pages 865 and 867, all of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
7. Easement in favor of Florida Power & Light Company recorded August 31, 1984 in Official Records Book 4336, Page 1146, and modified in the Easement in favor of Florida Power & Light Company recorded July 20, 2009 in Official Records Book 23343, Page 607, all of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
8. Easement Deed in favor of Lake Worth Drainage District recorded January 19, 1988 in Official Records Book 5547, Page 1438, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

9. Terms and conditions contained in the Standard Developers Agreement by and between Sunnyside Properties, Inc., and Palm Beach County, Florida, recorded October 16, 1995 in Official Records Book 8960, Page 1239, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
10. Easement by and between Four Florida Shopping Center Properties and County of Palm Beach, recorded March 14, 1996 in Official Records Book 9164, Page 946, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
11. Required right-of-way of the Lake Worth Drainage District Canal No. L-7, as may be disclosed by aerial maps referenced by Affidavit recorded in Official Records Book 1732, Page 612, and any rights, title, interest of said District acquired pursuant to Chancery Case No. 407, as recorded in Official Records Book 6491, Page 761; Official Records Book 6495, Page 1165; Official Records Book 6495, page 1545; and Official Records Book 6495, Page 1554, all of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
12. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of OXYGEN-Forest Hill Center, recorded in Book 112, Page 71, of the Public Records of Palm Beach County, Florida; as affected by that Partial Release of Easement recorded September 3, 2009 in Official Records Book 23427, Page 854, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
13. Terms and conditions as contained in the Reciprocal Access Easement Agreement With Covenants, Conditions and Restrictions recorded April 28, 2009 in Official Records Book 23200, Page 117, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
14. Terms and conditions as contained in the Water Management Agreement Between Four Florida Shopping Centers Properties Limited Partnership and Oxygen Holdings, LLC dated April 20, 2009, recorded April 28, 2009 in Official Records Book 23200, Page 129, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
15. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of OXYGEN DEVELOPMENT RE-PLAT, recorded in Book 112, Page 179, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
16. Terms and conditions as contained in the Standard Water and Wastewater Development Agreement (SDA) recorded December 9, 2009 in Official Records Book 23586, Page 378, of the Public Records of Palm Beach County, Florida. (As to Parcel 1)
17. The following state of facts as shown on the survey prepared by Engenuity Group, Inc., dated September 22, 2010 under Job Number 7045.01.24; and as revised August 23, 2011, January 29, 2016 and February 22, 2016 under Job No. 7045.03.04 (As to Parcel 1):
 - a.) 4' Hogwire fence encroaches along the Southern boundary of Tract 6 and along the Eastern boundary of Tract 6.
 - b.) 6' Chain link fence encroaches along the Southern boundary of Tract 7.
 - c.) Rip Rap extends into property from the North through Tract 8 and into Lake Tract.
 - d.) Dumpsters encroaching 6.3' and 6.4' within Easements along the south line of subject property.
 - e.) Possible easements as evidenced by sanitary sewer clean-outs.
 - f.) Encroachment of Brick Pavers and Concrete Curb into Utility Easement on the East lot line of Tract 6.
 - g.) Asphalt Drive encroaching upon Easements on the South lot line of Tract 6.

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

18. Indemnity Agreement by and between Oxygen Holdings, LLC, a Florida limited liability company and Palm Beach County recorded in Official Records Book 25378, Page 1381. (As to Parcel 1)
19. Lake Worth Drainage District, Piping, Paving & Parking License Agreement Project No. 08-8584P.01 recorded February 18, 2011 in Official Records Book 24370, Page 1375. (As to Parcel 1)
20. Easement granted to Florida Power & Light Company recorded in Official Records Book 24482, Page 11. (As to Parcel 1)
21. Utility Easement granted to Palm Beach County recorded in Official Records Book 24900, Page 1323. (As to Parcel 1)
22. Unrecorded Lease made by Oxygen Development LLC, a Florida limited liability company as evidenced by Subordination, Non-Disturbance and Attornment Agreement as recorded December 18, 2010 in Official Records Book 24269, Page 221 and UCC-Financing Statement recorded in Official Records Book 24366, Page 767. (As to Parcel 1)
23. Reservation of Easement as set forth in Warranty Deed recorded June 26, 1957 in Official Records Book 71, Page 281. (As to Parcel 2)
24. Easement in favor of the PALM BEACH COUNTY, FLORIDA, recorded September 13, 1972, in Official Records Book 2055, Page 1456. (As to Parcels 2 and 3)
25. 20' building setback restriction as shown on the Plat of LARKWOOD, recorded in Plat Book 23, Page 227. (As to Parcels 4, 5 and 6)
26. Lake Worth Drainage District agreement recorded in Official Records Book 2962, Page 433, of the Public Records of Palm Beach County, Florida. (As to Parcel 8)
27. Terms and conditions of deed for State Road 809 recorded in Official Records Book 874, page 102. of the Public Records of Palm Beach County, Florida. (As to Parcel 8)
28. Easement recorded in Deed Book 800, Page 301, Public Records of Palm Beach County, Florida. (As to Parcel 8)
29. Resolution Agreement as recorded in Deed Book 1145, Page 522, Public Records of Palm Beach County, Florida. (As to Parcel 8)
30. Easement recorded in Official Records Book 160, Page 245, Public Records of Palm Beach County, Florida. (As to Parcel 8)
31. Easement recorded in Official Records Book 2055, Page 1454. Public Records of Palm Beach County, Florida. (As to Parcel 8)
32. Easement recorded in Official Records Book 1213, Page 161, Public Records of Palm Beach County, Florida. (As to Parcel 8)

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

- 33. Easement recorded in Official Records Book 2806. Page 1233, Public Records of Palm Beach County, Florida. (As to Parcel 8)
- 34. Easement recorded in Official Records Book 3746, Page 1515, Public Records of Palm Beach County, Florida. (As to Parcel 8)
- 35. INTENTIONALLY DELETED.
- 36. INTENTIONALLY DELETED.
- 37. INTENTIONALLY DELETED.
- 38. INTENTIONALLY DELETED.
- 39. Notice of Commencement recorded on July 29, 2022 in Official Records Book 33742, Page 289.
- 40. Amended, Restated and Consolidated Mortgage and Security Agreement in favor of Fifth Third Bank, National Association, dated October 3, 2022, recorded October 25, 2022 in Official Records Book 33909, Page 1154, together with the following supporting loan documents:
 - a) Assignment Leases and Rents recorded in Official Records Book 33909, Page 1183; and
 - b) UCC-1 Financing Statement recorded in Official Records Book 33909, Page 1916.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 13800 NW 14th Street Suite 190, Sunrise, FL 33323; Telephone 954-217-1744.

Searched By: Patrick Quirk

END OF SCHEDULE B SECTION II

EXHIBIT "A"

PARCEL 1:

ALL OF OXYGEN DEVELOPMENT RE-PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 179, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 20, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 AND RUN NORTH ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 233 FEET TO THE NORTHWEST CORNER OF THE LAND NOW OWNED BY FRANK E. SHARET AND BETTIE M. SHARET, HIS WIFE, FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 257 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF LOT 2, A DISTANCE OF 180 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND 150 FEET WEST OF THE EAST LINE OF THE WEST HALF OF LOT 2; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 257 FEET TO A POINT IN THE NORTH LINE OF THE SHARET PROPERTY, THENCE WEST ALONG THE NORTH LINE OF THE SHARET PROPERTY A DISTANCE OF 180 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 20, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 AND RUN NORTH ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 490 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 170 FEET TO A POINT; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF SAID LOT 2, A DISTANCE OF 170 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

LOT 4, LARKWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 227, OF THE PUBLIC RECORDS OF THE PALM BEACH COUNTY, FLORIDA.

PARCEL 5:

LOT 5, LARKWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 227, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:

LOT 6, LARKWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 227, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 7:

Exhibit "A" continued

LOT 7, LARKWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 227, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 8:

A PARCEL OF LAND IN TRACT 2, BLOCK 4, SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH PLANTATIONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 20 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 92 FEET OF THE SOUTHERLY 660 FEET (AS MEASURED ALONG THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 2) OF THE EASTERLY 150 FEET (AS MEASURED ALONG THE NORTH AND SOUTH PROPERTY LINES THEREOF) OF THE WEST 1/2 OF TRACT 2. COUNTY, FLORIDA.

Copyright American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment (6-17-06)



February 28, 2023

Email: icabrera@vpsfl.org

Ms. Iramis Cabrera, Planner
Planning, Zoning and Building Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

**RE: Oxygen II Plat
Third Review
Craven Thompson Project. No. 21-0043-001-03**

Dear Ms. Cabrera,

I have reviewed all the recent changes to the above-mentioned Plat, and they are in compliance with Chapter 177, Florida Statutes and the requirements of the Village of Palm Springs. I therefore recommend that the Village approve the Plat for recording with the following conditions:

1-A field inspection by Craven-Thompson and Associates to verify all PRM's are set. All monuments set are to be labeled properly by Engenuity Group. [Reference Chapter 177.091(7, 8, 9)]

2- All other items pertaining to a surveyor review and certification related to the following Chapter 177 items (these items are commented as "pending" in my third review):

- 177.061,
- 177.071 (1, a)
- 177.081 (1,2,3)
- 177.091 (a, b).

Sincerely,

TODD H. BATES

Todd Bates, PSM
Project Manager



13081 S. MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Carrie P. Hill
Jeffrey P. Phipps, Sr.
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
District Counsel
Mark A. Perry, P.A.

March 2, 2023

Iramis Cabrera
Planning, Zoning & Building
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Ms. Cabrera:

**Subject: Preliminary Plat: Oxygen Development II (Second Submittal)
Being a Replat of Oxygen Development, PB 112, Page 79
LWDD Record No. RI-22-0069; LWDD Canal: L-7**

We are in receipt of your email notification dated March 2, 2023, with the attached print of the subject plat for review and comparison with State Plat Law, as a prerequisite to filing in the Public Records of Palm Beach County.

The Lake Worth Drainage District has no objection to the subject plat being approved for Technical Compliance as submitted.

Thank you for the opportunity to review and comment.

Sincerely,

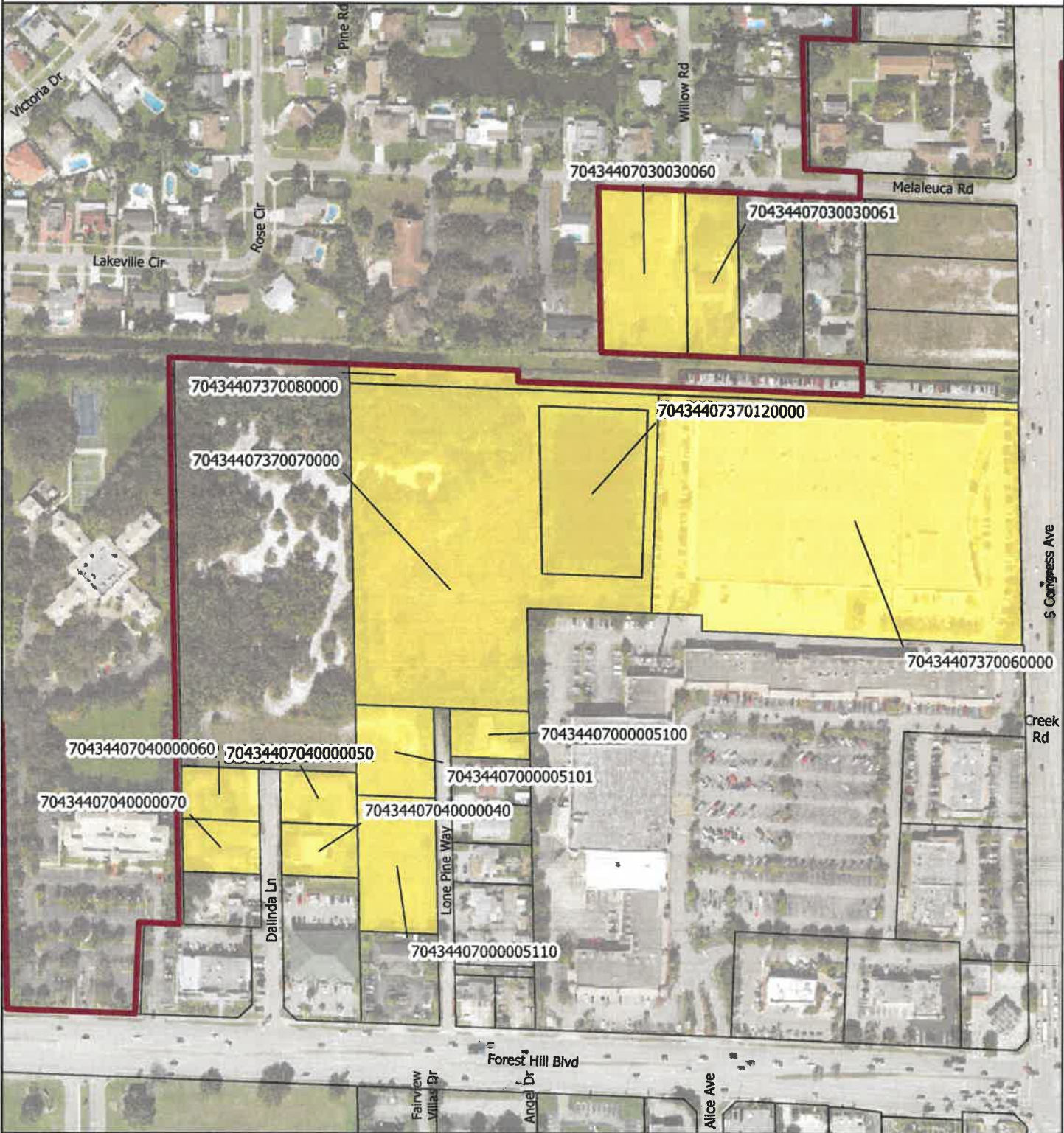
A handwritten signature in black ink that reads "David A. Bends". The signature is written in a cursive, flowing style.

David A. Bends, P.S.M.
Project Surveyor



VILLAGE OF PALM SPRINGS

Oxygen Development



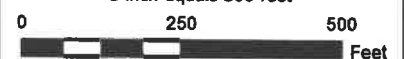
Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 9/20/2022

When Printed on 8 1/2" x 11"

1 Inch equals 300 feet

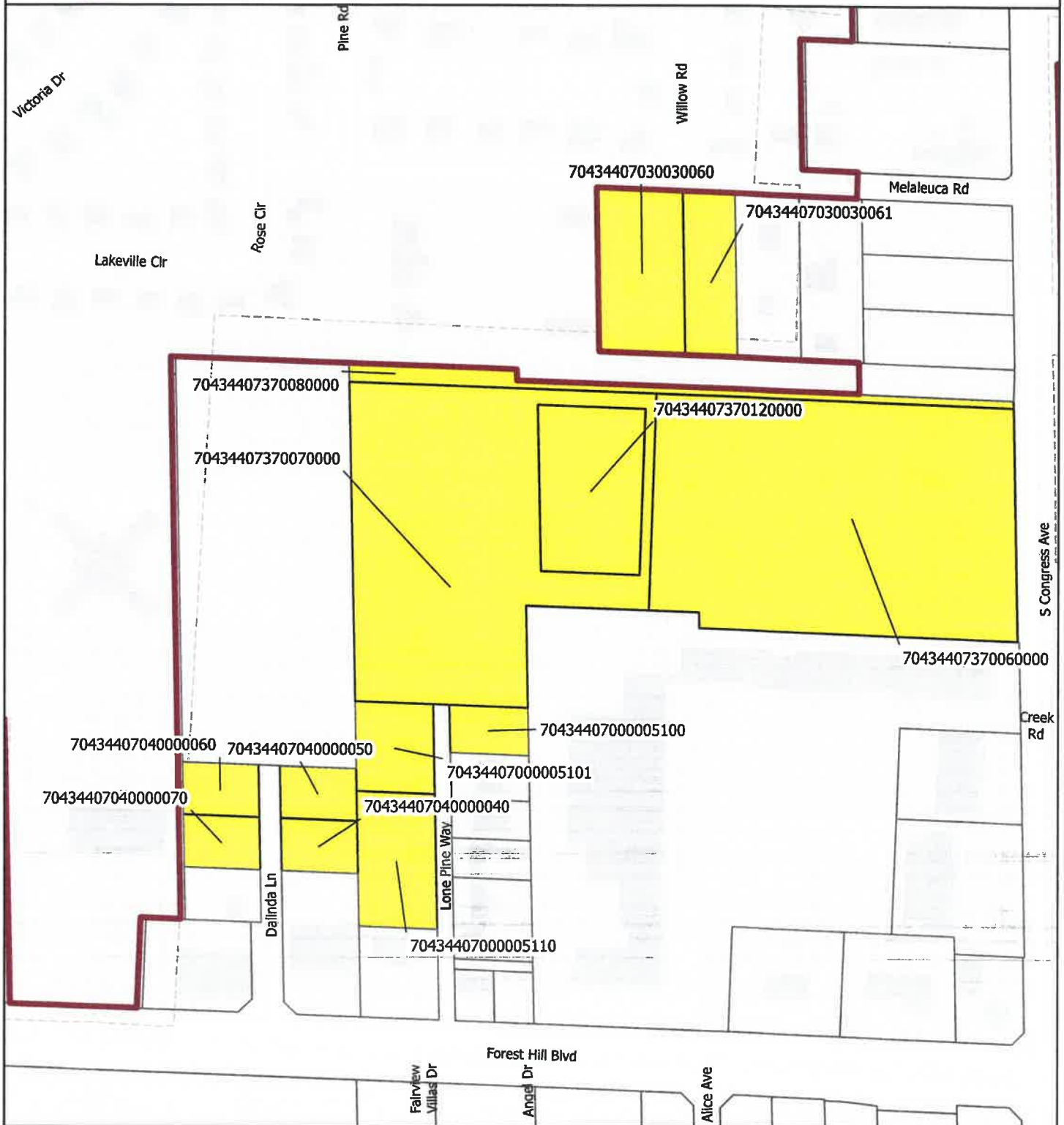


Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development



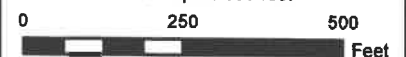
Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 9/20/2022

When Printed on 8 1/2" x 11"

1 inch equals 300 feet



Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #27: Abandonment of a Portion of Dalinda Lane right-of-way

SUMMARY: Oxygen Development is looking to expand its facility at 1525 South Congress Avenue to bring warehouse operations to the Village. The Village Council approved the proposed site plan during their regular meeting on January 12, 2023, to facilitate the expansion of its current site by 3.4 acres to add a 150,780-square-foot warehouse to the west of the existing building.

The proposed warehouse building will be within the original site boundary, which is currently vacant and has a drainage lake. The existing lake will be filled in, and a new 1.66-acre lake and dry retention area will be provided. This site area currently features vacant land and residential uses owned by the applicant.

A condition of approval of the site plan is the abandonment of the northern 200 feet of the 40-foot-wide right-of-way of Dalinda Lane, which is located between four parcels owned by the applicant, and which is needed to accommodate the 1.66-acre lake proposed at the southwest corner of the site, to provide drainage for the expanded site.

The subject right-of-way proposed for abandonment is generally west of South Congress Avenue, east of Davis Road, and approximately 293' north of Forest Hill Boulevard. The abandonment area is approximately 8,000 square feet (0.1836 acres) in size and is a portion of improved right-of-way, platted with the name "Dalinda Lane," dedicated to the public as shown on the Plat Of Larkwood as recorded in Plat Book 23, Page 227, Palm Beach County Records.

The Planning & Zoning Board considered the proposed resolution at its March 15, 2023, meeting and recommended approval.

Resolution No. 2023-12 was advertised in the Lake Worth Herald on March 2, 2023.

Staff recommends that the Village Council find that the right-of-way does not contribute to the roadway system and does not benefit the community. Further, the Village staff has obtained written confirmation from the utility companies that they do not object to the abandonment.

FISCAL IMPACT:

The abandonment of the street will facilitate the development project recently approved under Resolution 2023-03 for the construction of a 150,780 square foot warehouse building, thereby increasing the value of the property.

ATTACHMENTS:

1. Proposed Resolution 2023-12 Abandonment of Right-of-Way
2. Exhibit "A" Sketch and Description of Dalinda Lane Right-of-Way to be Abandoned
3. Indemnification and Hold Harmless Agreement
4. Dalinda Lane Abandonment Aerial Map
5. No Objection Letters from Utilities

RESOLUTION NO. 2023-12

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN AND TO AN IMPROVED FORTY FOOT WIDE ROAD RIGHT-OF-WAY LOCATED NORTH OF THE TERMINUS OF DALINDA LANE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, RECORDATION OF THIS RESOLUTION, AND AN EFFECTIVE DATE.

WHEREAS, Dalinda Lane is an improved right-of-way had been dedicated for public road purposes as shown on the Plat Of Larkwood as recorded in plat Book 23, Page 227, Palm Beach County Records, within the Village of Palm Springs, Florida ("Village"); and

WHEREAS, the subject right-of-way is generally located west of South Congress Avenue, east of Davis Road, and approximately 293' north of Forest Hill Boulevard. The abandonment area is approximately 8,000 square feet (0.1836 acres) and is legally described on the sketch attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Subject Right-Of-Way is not part of a state or federal highway system, and has not been acquired for state or federal highway purposes; and

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

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

WHEREAS, the Village Council has held a public hearing on April 13, 2023, and has determined the abandonment described herein shall not materially interfere with the roadway system of the Village, and shall not materially deprive any person of a reasonable means of access or otherwise adversely affect other property owners within the Village; and

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

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

WHEREAS, the Village Council deems it in the best interest of the public to abandon the Subject Right-Of-Way, as herein described upon the conditions herein provided.

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

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

Section 2. The Village Council hereby approves the abandonment of the Subject Right-Of-Way as legally described on **Exhibit “A”** which is attached hereto and incorporated herein.

Section 3. The Village of Palm Springs hereby vacates, abandons and surrenders all of its obligations and title to the Subject Right-Of-Way.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Upon its complete execution by the parties, the Village Clerk shall record a certified copy of this Resolution with the Clerk of the Circuit Court.

Section 6. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing Motion to approve the 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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 2023.

Resolution No. 2023-12 – Oxygen Development – Dalinda Lane Right of Way
Abandonment

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

Resolution No. 2023-12 – Oxygen Development – Dalinda Lane Right of Way
Abandonment

Exhibit "A"
Sketch & Description

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF DALINDA LANE AS SHOWN ON THE PLAT OF LARKWOOD, AS RECORDED IN PLAT BOOK 23, PAGE 227, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 7, N88°07'37"W, A DISTANCE OF 2646.34 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7; THENCE LEAVING SAID SOUTHERLY LINE, N34°42'53"W, A DISTANCE OF 1991.80 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF SAID PLAT OF LARKWOOD, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE ALONG THE WESTERLY LINES OF LOTS 4 AND 5 OF SAID PLAT, N01°28'40"W A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE LEAVING SAID WESTERLY LINE N88°14'08"W A DISTANCE OF 40.06 FEET TO THE NORTHEAST CORNER OF LOT 6 OF SAID PLAT; THENCE ALONG THE EASTERLY LINES OF LOTS 6 AND 7 OF SAID PLAT, S01°28'40"E A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE LEAVING SAID EASTERLY LINE AND ALONG THE EASTERLY PROLONGATION OF SAID LOT 7 S88°14'08"E A DISTANCE OF 40.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8,000 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 2 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin Digitally signed by
Jennifer Malin
Date: 2022.11.02
13:57:47 -04'00'

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

DALINDA LANE

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 11-02-2022



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK Nº

SHEET:

1 / 3

JOB Nº

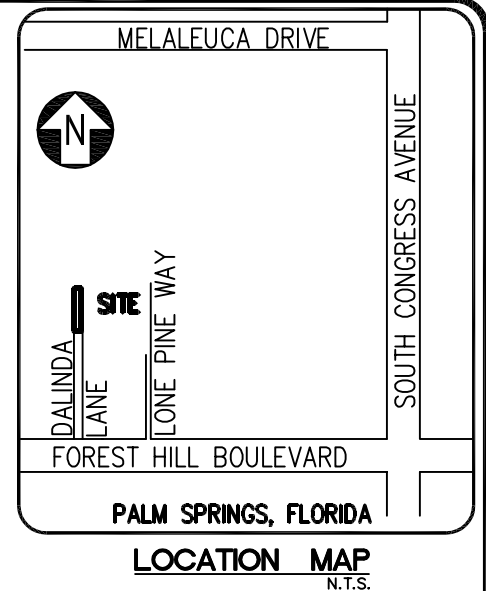
FLORIDA R.L.S.
#

7045.04.08

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

PB PLAT BOOK
PG PAGE
SLY SOUTHERLY
SEC SECTION
TWP TOWNSHIP
RGE RANGE



NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
 3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N88°07'37"W ALONG THE SOUTHERLY LINE OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
 5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
 6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
 7. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83-90).
- SCALE FACTOR: 1.000041125
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

FOR:

DALINDA LANE

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 11-02-2022



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK Nº

SHEET:

2 / 3

JOB Nº

FLORIDA R.L.S.
#

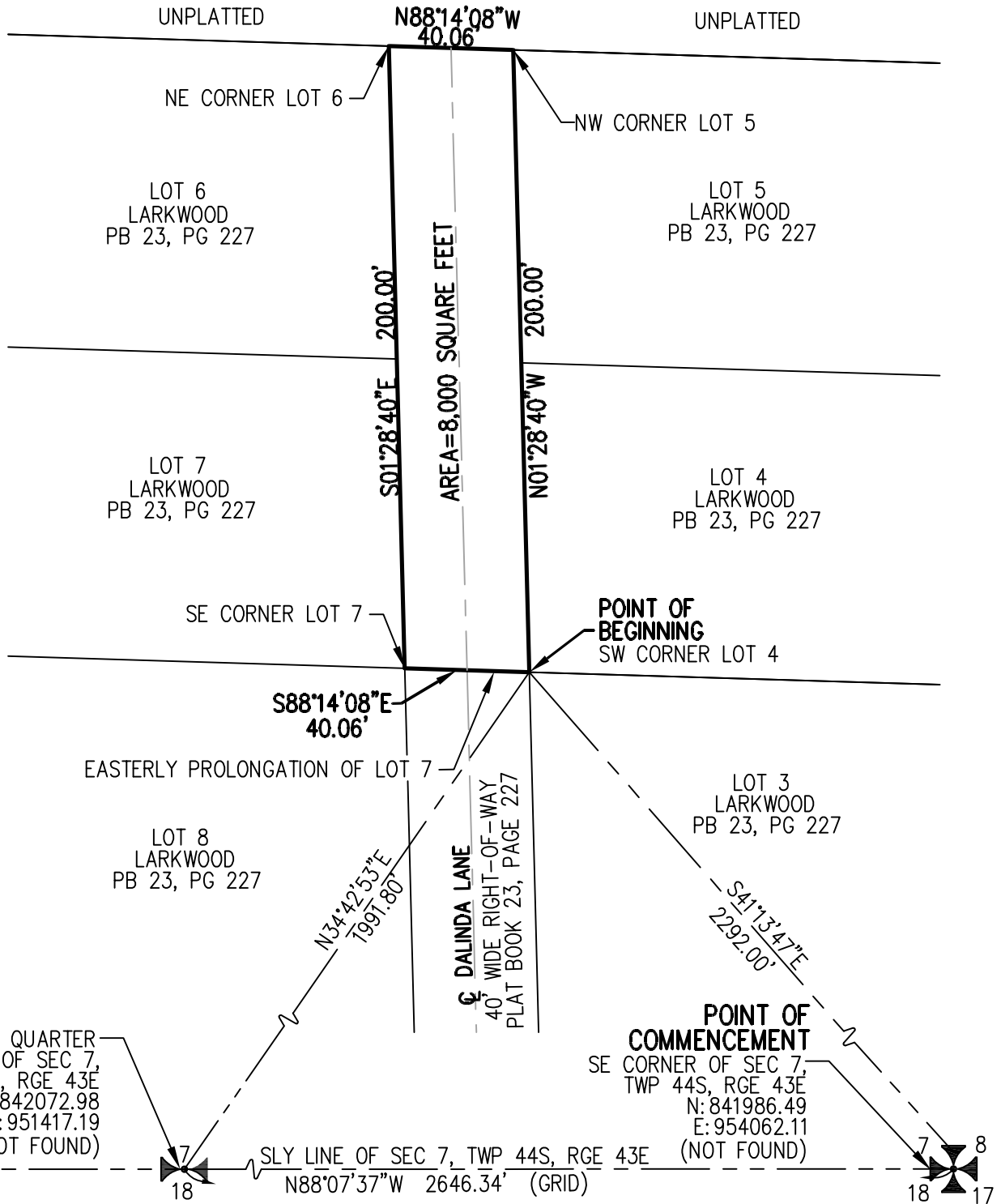
7045.04.08

EXHIBIT A SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=50'



FOR:

DALINDA LANE

SCALE: 1"=50'

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 11-02-2022



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK Nº

SHEET:

3 / 3

JOB Nº

FLORIDA R.L.S.
#

7045.04.08



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification Agreement ("Agreement") is made this 23 day of FEBRUARY, 2023, by and between the Village of Palm Springs, a municipal corporation organized and existing under the laws of the State of Florida ("Village"), with its principal offices located at 226 Cypress Lane, Palm Springs, FL 33461, and OXYGEN DEVELOPMENT, whose address is 1525 S. CANAL ST. AVE PALM SPRINGS, ("Indemnifying Party")
FL 33406

WITNESSETH

In consideration of the sum of One Thousand Five Hundred Dollars (\$1500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, and to the fullest extent permitted by laws and regulations, the Indemnifying Party shall indemnify, defend, save and hold harmless, the Village, its officers, elected officials, agents and employees from any and all claims, damages, losses, liabilities and expenses, (direct, indirect and consequential) pertaining to or arising out of the abandonment of the real property which is the subject of this Application for Abandonment.

The Indemnifying Party shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). The Village reserves the right to reasonably approve of the legal counsel selected by the Indemnifying Party to conduct any defense in any such proceedings, and all reasonable costs and fees associated therewith shall be the responsibility of Indemnifying Party.

The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party under any policy or policies of insurance of the Indemnifying Party or a third party.

This Agreement shall not in any way be construed to create a partnership, association, or any kind of joint venture or undertaking between the parties hereto. The Village specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive the same, including but not limited to, the procedural and substantive provisions of Section 768.28, Fla. Stat., and Section 95.11, Fla. Stat., as amended from time to time.

The Indemnifying Party's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in

the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to the Indemnifying Party. The Indemnifying Party's inability to evaluate liability or its evaluation of liability, shall not excuse the Indemnifying Party's duty to defend and indemnify within 7 days after such notice is given by the Village by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by the Indemnifying Party. The Indemnifying Party shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Indemnifying Party of a claim shall not release the Indemnifying Party of the above duty to defend and indemnify.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INDEMNIFYING PARTY

By: 
Indemnifying Party

PHILIPPE COHEN
Printed Name of Indemnifying Party

VILLAGE OF PALM SPRINGS

By: _____

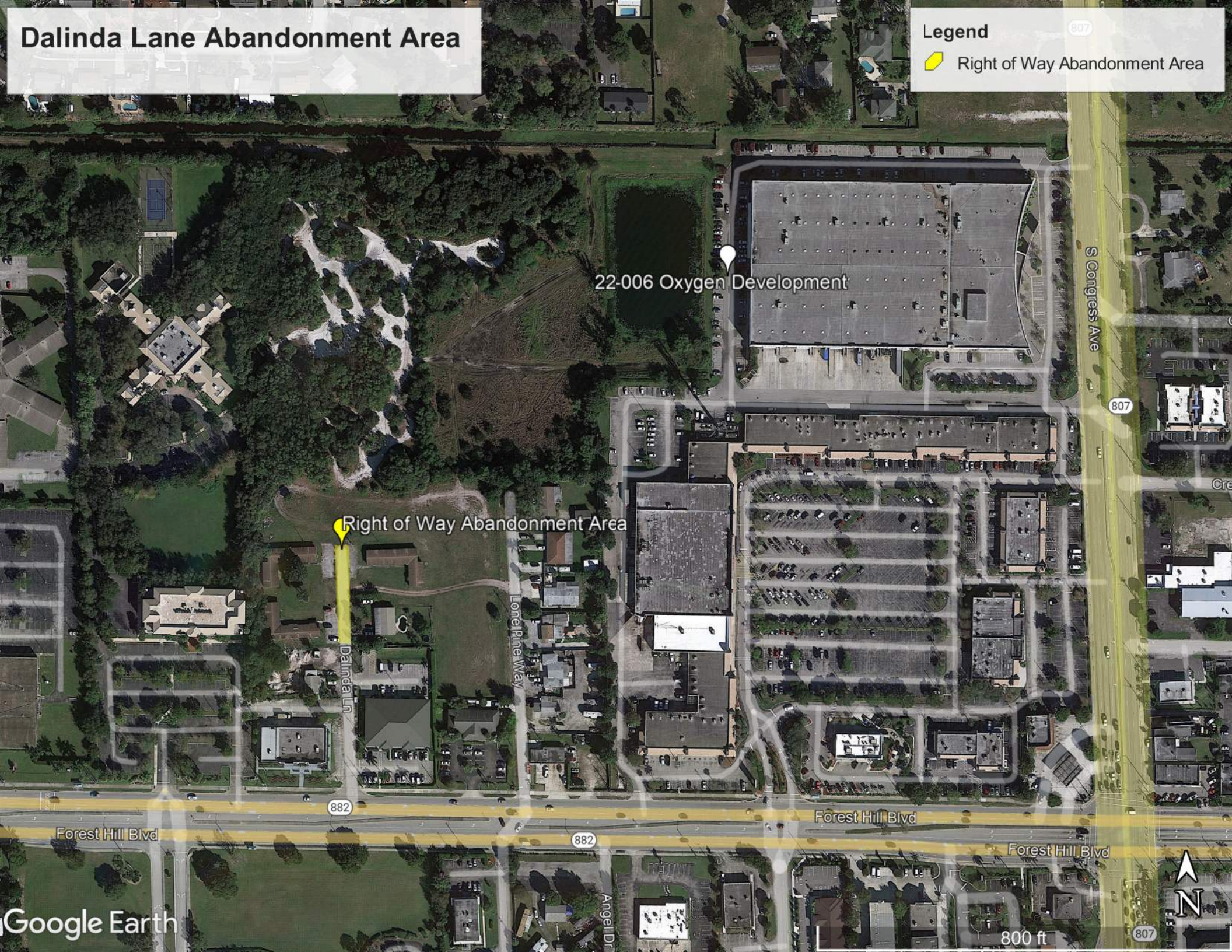
ATTEST

KIMBERLY M. WYNN, VILLAGE CLERK

Dalinda Lane Abandonment Area

Legend

 Right of Way Abandonment Area



22-006 Oxygen Development

Right of Way Abandonment Area

Dalinda Ln

Lone Pine Way

S Congress Ave

Forest Hill Blvd

Forest Hill Blvd

Forest Hill Blvd



800 ft



AT&T Florida
321 SE 2nd St
Delray Beach, FL 33483

T: 561.413.6150
in908c@att.com

Attn: Joseph Y Letarte
Oxygen Holding LLC
Oxygen Development Repl.
1525 S Congress Ave.
Palm Springs, FL 33406

February 9, 2023

RE: Petition to abandon Dalinda Lane r/o/w

Dear Mr. Letarte,

AT&T has reviewed the proposed plat submitted by you or your company. AT&T does not object to the proposed project and the abandonment of Dalinda Lane R/O/W as indicated.

Please contact me for any additional information you may require in this regard.
I am authorized to represent AT&T on this matter.

Please contact me for any additional information you may require in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "John Nguyen".

John Nguyen
Manager OSP Engineering Planning & Design



**Engineering – Construction Department
1401 Northpoint Pkwy 33407**

Monday, February 13, 2023

**Mr. Joseph Y Letarte
Oxygen Holding LLC
Oxygen Development Repl.
1525 S Congress Ave.
Palm Springs, FL 33406**

**RE: Demolition Approval Letter - 1659 ,1660,1677,1690 Dalinda Ln, West Palm Beach, FL 33406
project demolition/ Comcast.**

Dear Mr. Joseph Letarte

...in reference to the proposed demolition site:

The abandonment of Dalinda Lane r/o/w

Comcast has ***no objection*** to this action, as outlined in the above referenced project.

Should you have any further question, please feel free to call me at 561-989-4766 or
e-mail me at bryant_coyle@comcast.com

Sincerely,

**Bryant Coyle
SFL Construction Supervisor
Comcast / Central Division
2/13/2023 10:27:49 AM**



Florida Power & Light Company

October 3, 2022

To: Whom it may concern

To: Last Devenprt, Inc

Re: 1659 Dalinda LN, West Palm Beach

Dear Last Devenport, Inc:

You have informed FPL that you have a project under construction at 1659 Dalinda LN, West Palm Beach, and have asked us for a letter stating that your project doesn't interfere with our facilities or ability to provide you with new service. Upon reviewing your plans, we have determined that your project will not interfere with FPL facilities.

The issue in the above-referenced paragraph has no bearing, however, on the issue of the safety of the workers on your project vis a vis FPL's facilities. It is imperative that you visually survey the area prior to commencing construction and determine whether the construction of any proposed structures will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power lines, or make arrangements with FPL to de-energize and ground our facilities, or relocate them at your expense.

You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") has certain minimum clearances that must be maintained. If you build your structure so that those clearances can not be maintained, you will be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing overhead power lines to make sure that your proposed structure does not impinge upon the NESC clearances.

If you have any questions, please feel free to contact me at 561-616-1886.

Sincerely,

Mikendy Delima
Associate Engineer

A handwritten signature in black ink, appearing to read "Mikendy Delima", written over a horizontal line.

A NEXtera ENERGY Company

Good Morning Marty,

Please see below email from Jackie Michels at Palm Beach County Water Utilities Dept. Per the email, PBCWUD has no objection to the abandonment of the highlighted portion of Dalinda Lane (see attachments).

Please feel free to call or email me if you have any questions or comments.

Thanks,

Scott Gintert, PE

Project Engineer

Last Devenport, Inc.

Phone: 561-615-6567

Email: sgintert@lastdevenport.com

From: Jackie Michels <JMichels@pbcwater.com>

Sent: Tuesday, January 24, 2023 2:23 PM

To: Ron Last <Rlast@lastdevenport.com>

Cc: Scott Gintert <sgintert@lastdevenport.com>

Subject: RE: Letter of No Objection for Right of Way Abandonment - Dalinda Lane - Oxygen Development

Ron,

PBCWUD has no objection to the right of way abandonment as shown in yellow on the attachments.

Thank you,

Jackie Michels, P.E.

Project Manager

Palm Beach County Water Utilities

8100 Forest Hill Blvd.

West Palm Beach, Florida 33413

Phone (561) 493-6116

From: Ron Last <Rlast@lastdevenport.com>

Sent: Thursday, January 19, 2023 3:34 PM

To: Jackie Michels <JMichels@pbcwater.com>

Cc: Scott Gintert <sgintert@lastdevenport.com>

Subject: FW: Letter of No Objection for Right of Way Abandonment - Dalinda Lane - Oxygen Development

Good afternoon Jackie,

We are proceeding with the above mentioned project. The Village of Palm Springs is looking for confirmation of the abandonment for the plat approval process. Please let us know if PBCWUD has any objection to the R/W abandonment. Please provide written confirmation.

FYI – The construction plans were submitted to your Department for review on November 23, 2022.

Thank you for your assistance with this matter.

Ron Last, PE LEED AP



1860 Old Okeechobee Road
Suite 504
West Palm Beach, FL 33409
561.615.6567 (o)
561.683.0872 (f)
561.644.7692 (m)

From: Scott Gintert

Sent: Friday, October 21, 2022 5:00 PM

To: Jackie Michels (JMichels@pbcwater.com) <jmichels@pbcwater.com>

Subject: Letter of No Objection for Right of Way Abandonment

Good afternoon Jackie,

I have a client that is currently going through the site plan process for a redevelopment in the Village of Palm Springs. As part of the process, we are abandoning the north 200' of Dalinda Lane and are required to get Letters of No Objection from the utility providers. I've attached the survey with the portion of the roadway highlighted in yellow, as well as an aerial view for your reference. Please let me know if you can provide the letter or if you need anything else from me to complete the process.

Please feel free to call or email me if you have any questions or comments.

Thanks,

Scott Gintert, PE

Project Engineer

Last Devenport, Inc.

Phone: 561-615-6567

Email: sgintert@lastdevenport.com

Thank you and have a good day,
marty

Marty R.A. Minor



mminor@udsflorida.com
610 Clematis Street, Suite CU-02
West Palm Beach, FL 33401
P: 561.366.1100 x148

From: Timothy A. Crespo <tcrespo@vpsfl.org>
Sent: Tuesday, January 31, 2023 2:02 PM
To: Marty Minor <MMinor@udsflorida.com>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: RE: Oxygen Development - Dalinda Lane abandonment

There is No Ojection here.

Timothy Crespo
Public Works Superintendent
Village of Palm Springs Florida

----- Original message -----

From: Marty Minor <MMinor@udsflorida.com>
Date: 1/30/23 1:33 PM (GMT-05:00)
To: "Timothy A. Crespo" <tcrespo@vpsfl.org>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: Oxygen Development - Dalinda Lane abandonment

Mr. Crespo,
On behalf of the Oxygen Development project, I am reaching out to you regarding the approved Oxygen Development expansion for a warehouse and the abandonment of the northern portion of Dalinda Lane.

With the attached letter (first attachment), I am seeking your "no objection" to the proposed abandonment of a 200-linear-foot portion of Dalinda Lane as part of the review process for the replat of the Oxygen Development site to incorporate the approved site plan. For your reference, I have attached a copy of the approved site plan and the location map for the proposed Dalinda Lane abandonment. Paper copies of the attached documents are being mailed to your attention.

Please feel free to contact me if you have any questions or concerns. Oxygen Development is looking forward to beginning construction for the approved warehouse and its continued investment in the Village.

Thank you,
marty



Marty R.A. Minor

mminor@udsflorida.com

610 Clematis Street, Suite CU-02

West Palm Beach, FL 33401

P: 561.366.1100 x148



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #28: (Second Reading) Ordinance No. 2023-04 - Village Code Amendment - Chapter 34 - Outdoor Lighting

SUMMARY: In 2015, the Village Council approved Ordinance 2015-31 to create new regulations pertaining to outdoor lighting. Until that time, the staff had been informally utilizing Palm Beach County's standards in its review of photometric plans; however, the Village Code didn't contain lighting requirements. At this time, the Planning, Zoning & Building (PZ&B) department is requesting an amendment to the Village Code - Chapter 34 - Section 34-64 "Outdoor Lighting", to include a temperature standard and modified illumination levels.

Some of the key aspects of the amendment include:

- If a property or use with nonconforming lighting is vacant or unutilized for a 12-month period, then all outdoor lighting shall be reviewed and brought into compliance before the use is resumed.
- Accent and landscape luminaries should not exceed 100 watts.
- All light sources shall have a color-corrected temperature (CCT) of 3000 Kelvin or warmer.
- Eliminate the rural and exurban locations from the maximum permitted luminaire height table.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by outdoor lighting experts: Larry Smith (Smith Engineering Consultants), Ronald Levinson, consulting engineer, and Jillian Churik (Epic Forensics & Engineering), all of whom did not have any concerns about the proposed changes. The ordinance was also reviewed by the Village Attorney and PZ&B Director.

Ordinance No. 2023-04 was advertised in the Lake Worth Herald on February 9, and March 2, 2023.

The Planning & Zoning Board considered the proposed ordinance at its February 14, 2023 meeting and recommended approval.

The proposed ordinance was approved by the Village Council on first reading at the March 9, 2023 meeting and is being presented for consideration of the 2nd and final reading.

FISCAL IMPACT:

The proposed ordinance does not have a fiscal impact on the Village.

ATTACHMENTS:

1. Ordinance No. 2023-04 - Amending Chapter 34 - Outdoor Lighting

2. Exhibit "A" Section 34 -1364. Outdoor Lighting

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI, “LAND USE”, DIVISION 9 “DEVELOPMENT STANDARDS” AT SECTION 34-64 “OUTDOOR LIGHTING”, TO INCLUDE A TEMPERATURE STANDARD AND MODIFY ILLUMINATION LEVELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council desires to amend its existing regulations to modify and update regulations regarding the land development procedures and processes of the Village; and

WHEREAS, the Village Council has reviewed the recommended ordinance and has determined that it is in the best interests and general welfare of the Village to adopt this Ordinance.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as if fully set forth herein.

Section 2. Chapter 34 “Land Development,” Article VI, “Land Use”, Division 9 “Development Standards” at Section 34-1364 “Outdoor Lighting,” shall be amended to read per Exhibit “A” (words ~~stricken~~ are deletions; words underlined are additions).

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEV SMITH, MAYOR

First Reading _____
Second Reading _____

ATTEST:
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Sec. 34-1364. Outdoor lighting.

- (a) *Purpose and intent.* It is the intent of this section to preserve, protect, and enhance the lawful nighttime use and enjoyment of any and all property through the use of appropriate lighting practices and systems. Such individual fixtures, luminaries and lighting systems are designed, constructed, and installed to:
- (1) Control glare and light trespass;
 - (2) Minimize obtrusive light;
 - (3) Eliminate the increase of lighting levels on competing sites;
 - (4) Provide safe roadways for motorists, cyclists and pedestrians;
 - (5) Conserve energy and resources while maintaining safety, security and productivity; and
 - (6) Curtail the degradation of the nighttime visual environment.
- (b) *Applicability.* All outdoor lighting shall be subject to the requirements of table 34-1632.1, illumination levels, and table 34-1362.2, maximum permitted luminaire height, unless exempted or permitted to deviate as described herein. Lighting not specifically listed may be classified by the ~~land development director~~ Planning, Zoning & Building Director.
- (1) *Conflict.* In the case of a conflict between this section and other provisions of this Code, or other applicable codes, the more strict regulation shall apply.
 - (2) *Nonconforming lighting.* (a) All luminaries that do not comply with the standards of this section shall be subject to the limitations on expansion, maintenance, relocation, damage repair and renovations pursuant to division 3, nonconformities. (b) If a property or use with nonconforming lighting is vacant or unutilized for a 12 month period, then all outdoor lighting shall be reviewed and brought into compliance with this Section before the use is resumed.
 - (3) *Exemptions.* The following uses shall be exempt to the extent listed below:
 - a. *Residential.* Single-family and multifamily dwellings up to two units shall not be subject to the requirements of this section.
 - b. *Street lights.* Street lights in any public ROW that meet the requirements of the appropriate public utility, provided that light fixtures are fully shielded in order to limit light trespass and are rated with a color temperature of 3000 Kelvins or warmer.
 - c. *Temporary lighting.* The temporary use of low wattage or low voltage lighting for public festivals, celebrations, and the observance of holidays are exempt from regulation except where they create a hazard or nuisance from glare.

-
- d. *Landscape and accent lighting.* Landscape and accent lighting fixtures that comply with the Florida Building Code, Energy Conservation, 5th Edition, Section C4056, efficiency requirements shall be exempt. All exempt landscape and accent lighting fixtures must have a locking mechanism and a glare shield so that light is aimed, and remains aimed at the surface intended. Accent and landscape luminaries not exceeding 100 watts.
- (4) *Prohibited outdoor lighting.* The following types of outdoor lighting are prohibited within the village:
- a. Any light that creates glare observable within the normal range of vision onto a street or creates a safety hazard;
 - b. Any light that resembles an authorized traffic sign, signal, or device, or that interferes with, misleads, or confuses vehicular traffic as determined by the land development director;
 - c. Beacon or searchlights, except for temporary grand openings and special events, as limited by state or federal law;
 - d. Any drop lens fixture or fixture that does not meet the IESNA full-cutoff classification of zero percent of lumens above 90 degrees from nadir. This includes, but is not limited to, parking lot fixtures, building façade fixtures, and other nonlandscape lighting fixtures;
 - e. Animated lighting, unless authorized under article IV, signs.
- (5) *Deviations.* Lighting may vary from this section to the extent necessary to comply with the following:
- a. Florida Statutes § 655.962, related to ATM lighting;
 - b. Florida Statutes § 812.173, related to parking lots for convenience businesses;
 - c. Lighting on public schools required by FBC chapter 423, and the SDPBC electrical design criteria;
 - d. Airport lighting regulated by state or federal law;
 - e. Lighting for obstructions to air navigation as provided by U.S. Department of Transportation, Federal Aviation Administration Advisory Circular 70/7460-1K;
 - f. Lights required on vehicles under state uniform traffic control statutes or for vessels under vessel safety statutes under F.S. ch. 316 and F.S. ch. 327;
 - g. Lighting for public health required by F.S. ch. 381;
 - h. Electrical code statute requirements under state building code;
 - i. Florida Statutes § 553.963 and F.S. § 553.904, Efficiency and Energy Conservation Statutes Under Building Code Standards;

-
- j. Lighting for outdoor theaters under F.S. § 555.07;
 - k. Lighting for village ballfields and park facilities;
 - l. Lighting for communication towers under chapter 34, subdivision XIX, wireless telecommunication towers and antennas; and
 - m. Other federal, state and local laws and regulations that may apply.

(c) *Submittal requirements.*

(1) *Photometric plan.* All site plan and building permit applications that include the use of external luminaires, or luminaires visible from the exterior of a structure shall include an outdoor lighting plan and an outdoor security lighting plan showing location, type, and height of all luminaires, and photometrics in foot-candle output of all proposed and existing luminaires on-site. On-site lighting to be included in the calculations shall include, but is not limited to, lighting for parking lot, canopies, recessed lighting along the building and/or overhang. Each plan shall include any calculations or modifications required to comply with items listed in subparagraph (5), deviations, above. The photometric plans shall include the following:

- a. A table showing the average, minimum, and maximum foot-candles, average to minimum ratio, and maximum to minimum ratio on the site, and maximum luminaire heights. Maximum photometric calculation grid shall not exceed ten feet.
- b. Manufacturer's catalog cuts that provide a description of the luminaires, including wattage, lumen output, color temperature, glare reduction/control devices, lamps, on-off cycle control devices and mounting devices.
- c. All photometric plans must be signed and sealed by a registered design professional per Florida Statutes.
- d. A certificate of compliance signed and sealed by a registered design professional per Florida Statutes, must be submitted prior to the issuance of a certificate of occupancy/finalizing of the permit.
- e. The photometric plan shall not include time averaging or other alternative methods of measurement. A light loss factor (LLF) shall be used for the calculations in a photometric plan. The values of the LLF shall be a maximum value of 0.72 for metal halide, 0.81 for high pressure sodium and 0.95 for LED, based on manufacturers' initial lamp lumens.

(d) *Standards.*

(1) *Confinement.* All outdoor lighting shall utilize full cutoff luminaires per the Illuminating Engineering Society of North America (IESNA) definition of full cutoff which allows for zero percent of lumens above 90 degrees from nadir. No luminaires other than landscape lighting exempted per subparagraph

(b)(3)d. above, shall be directed upwards to avoid urban sky glow. Accent and landscape luminaires shall not exceed 100 watts.

(2) *Light trespass.* The maximum illumination at the property line of an adjoining residential parcel or public ROW is 0.33 horizontal and vertical foot-candles measured at six feet above grade level. Said illumination likewise measured at the property line of an adjoining non-residential parcel, shall not exceed 3.0 horizontal and vertical foot-candles measured at six feet above grade level.

(3) *Security lighting and time restrictions.*

- a. Full cutoff luminaires shall be used for all security lighting and dusk-to-dawn area lighting.
- b. Outdoor illumination, including, but not limited to, areas used for outdoor sales and display, eating, parking, assembly, service, storage of equipment and freight, loading and unloading, repair, maintenance, commercial activities, and industrial activities shall not continue after 11:00 p.m., or no more than one hour after active use of the area ceases, whichever is later, except for security lighting.
- c. Security lighting shall be required for all active entrances to buildings, parking lots and access to buildings or parking lots. All security lighting shall maintain an average of 0.75 fc, a minimum of 0.3 fc and a maximum of 3 fc from dusk until dawn.
- d. No outdoor recreational facility shall be illuminated after 11:00 p.m. except to conclude a scheduled and sanctioned recreational or sporting event by the Village or other authorized agency in progress prior to 11:00 p.m. The luminaries shall be extinguished after outdoor recreational events are completed and the site has been vacated.
 1. *Exceptions.* Public recreational facilities that operate or are open to the public on a 24-hour basis.
- e. Automatic timing devices with a photosensor or an astronomical timeclock, which control the hours of illumination shall be required for all parking lots, car dealerships/outdoor display lots and parking garages. These devices may remain on Eastern Standard Time throughout the year.

(4) *Temperature: All light sources shall have a color corrected temperature (CCT) of 3000 Kelvin or warmer.*

(5) ~~(4)~~ *Illumination levels.* Table 34-1362(1), illumination levels, indicates the minimum and maximum illumination levels for specific site elements, as well as the maximum to minimum, and average to minimum ratios.

Table 34-1362(1): Illumination Levels

Outdoor Lighting	Maximum Illumination (1)	Minimum Illumination (1)	Max to Min Ratio	Average to Min Ratio
Buildings and Accessory Structures				
a. Pathway lighting (2)	5.0 (4)	-	-	-
b. Canopies, drive-thru and overhangs	30.0	3.0	10:1	2.5:1
Parking lots				
a. Multifamily residential	3.0	0.3	10:1	-
b. All others	12.0	1.0	12:1	3:1
Parking Structures				
a. Parking area	10.0	1.0	10:1	4:1
b. Ramps—Day	20.0	2.0	10:1	-
c. Ramps—Night	10.0	1.0	10:1	-
d. Entrance area—Day	50.0	5.0	10:1	-
e. Entrance area—Night	10.0	1.0	10:1	-
f. Stairways	-	10.0	-	-
Property Boundary	Refer to Light Trespass			
Specialty Lighting (3)				
a. Outdoor entertainment	Per IESNA Lighting Handbook			
b. Parks				
Other Lighting Types				
a. Outdoor display and storage for vehicle sales and rental.	40-15 (5)	1.0	15:1	4:1
b. Other outdoor display and storage Areas.	20	1.0	15:1	4:1
c. Outdoor work areas	20	1.0	15:1	4:1
Notes				
1. Measured in foot-candles.				
2. Building or accessory mounted luminaries used to light parking lots shall comply with parking lot illumination levels.				
3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting.				
4. Fully shielded bollards not greater than 42 inches in height may be permitted up to 20 foot-candles.				
5. May be increased to 20 foot-candles for the first row of display Parking located adjacent, but not more than 100 feet from a ROW.				

~~(6)~~(5) *Luminaire heights.* Table 34-1362(2), Maximum Permitted Luminaire Height, identifies the maximum height for any freestanding or structure mounted luminaires.

Table 34-1362(2)-Maximum Permitted Luminaire Height

Location	Maximum Height	
	U/S Tier	Rural, Exurban and AGR Tiers
Buildings and Accessory Structures		
a. Buildings	25 feet or eave overhang, whichever is lower (unless required by the Florida Building Code)	
b. Accessory structures	10'	
Parking Lot		
a. Residential	20 feet	15 feet
b. Industrial	40 feet	-
c. Commercial, civic and institutional	30 feet, or equal to the height of the building up to a maximum of 40 feet	25 feet
Parking Structures		
a. Luminaires on top parking level.	20 feet or 25 feet (4)	15 feet
Property Boundary		
a. Luminaires within 100 feet of residential (2)	20 feet	15 feet
Specialty Lighting (3)		
a. Golf courses	Per IESNA Lighting Handbook	
b. Outdoor entertainment		
c. Parks		
Notes:		
1. For the purposes of this table, residential parcel shall include any residential use, or any vacant parcel with a residential land use designation.		
2. The height of any lighting luminaire within 100 feet of a parcel with a residential use land use designation shall be limited in accordance with the height limitations of the adjacent residential land development district.		
3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting.		
4. Minimum setback shall be 45 feet from exterior edge of wall for all luminaries, except luminaries mounted to interior face of perimeter wall, which do not exceed the height of the perimeter wall.		

~~(7)~~ (6) *Measurement.*

- a. Illumination levels shall be measured in foot-candles with a direct-reading, calibrated, portable light meter. The light meter shall be placed not more than six inches above grade level.
- b. For the purpose of measuring light trespass, the light meter shall be placed at the property line of the subject parcel six feet above the grade level.



Village of Palm Springs

Executive Brief

AGENDA DATE: April 13, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #29: (Second Reading) Ordinance No. 2023-05 - Village Code Amendment - Chapter 34 - Electric Vehicle Charging Infrastructure

SUMMARY: The Planning, Zoning & Building Department is proposing amendments to the Land Development Regulations to add a new section within Division 8 to include new regulations for electric vehicle charging infrastructure. These new regulations would provide the availability of electric vehicle charging stations for residents and visitors of the Village. Transformational initiatives are needed in order to enhance the transportation infrastructure and meet the growing demand for safely moving people while enhancing economic prosperity and preserving the quality of our environment and communities.

The proposed ordinance provides the following:

- All new or existing commercial, mixed-use, or multi-family development projects with at least fifty (50) parking spaces that enter into either a site plan or site plan amendment process are subject to the following:

A. Two percent of the total minimum required off-street parking spaces shall be designated and outfitted as electric vehicle charging spaces. Each required space at a minimum shall include the following:

- 1) A maintained and operational 240-volt charging station, with a cable retraction device and/or place to hang permanent cords and connectors sufficiently above the ground, and mounted at a height which places the connector a minimum of thirty-six (36) inches and a maximum of forty-eight (48) inches above the ground.
- 2) Wheel stops or concrete-filled steel bollards to protect the aforementioned charging station.
- 3) Signage allowing only an electric vehicle to park in such a space and indicating that it is only for electric vehicle charging purposes.
- 4) The ability for all visitors to the site to access and use such space.

B. Location of charging stations is subject to site plan review for lighting, security, accessibility to the charging infrastructure as well as safe access to the principal building/facility, signage, and compliance with other code requirements such as screening of mechanical equipment.

C. Any development that proposes more than twenty (20) percent of its required off-street parking to

be outfitted as electric vehicle charging space, or operates any amount of charging stations as a primary use as determined by the Planning, Zoning & Building Director, shall be classified as a "Fuel Station" use and is subject to special exception procedures outlined in Sec. 34-607.

D. Charging stations in RM land development districts shall be for the exclusive use of the development's residents and guests that are visiting the development's residents, and shall not be made available to the general public.

The Lake Worth Herald published Ordinance No. 2023-05 on February 9 and March 2, 2023.

The Planning, Zoning & Building Director and Village Attorney reviewed the proposed ordinance prepared by the Assistant Village Manager. During its February 14, 2023 meeting, the Planning & Zoning Board approved the ordinance with minor revisions.

The Village Council approved the ordinance during its first reading on March 9, 2023. It is presented for consideration of the 2nd and final reading.

FISCAL IMPACT:

Amending the Land Development Regulations to add a new section does not have a direct fiscal impact on the Village.

ATTACHMENTS:

1. Ordinance No. 2023-05 - Amending Chapter 34 - Electric Vehicle Charging Infrastructure

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI, “LAND USE”, DIVISION 8 “OFF-STREET PARKINGS” BY ADDING A NEW SECTION 34-1337 “ELECTRIC VEHICLE CHARGING INFRASTRUCTURE”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village Council desires to amend its existing regulations to modify and update regulations regarding the land development procedures and processes of the Village; and

WHEREAS, the Village Council has reviewed the recommended ordinance and has determined that it is in the best interests and general welfare of the Village to adopt this Ordinance.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. . Recitals. The foregoing recitals are hereby affirmed and ratified as if fully set forth herein.

Section 2. Chapter 34 “Land Development,” Article VI, “Land Use”, Division 8 “Off-Street Parking” shall be amended to add a new Section 34-1337 “Electric Vehicle Charging Infrastructure,” which reads as follows:

Sec. 34-1337. Electric Vehicle Charging Infrastructure.

It is the purpose of the electric vehicle charging infrastructure to provide the availability of electric vehicle charging stations to residents and visitors of the Village.

1. All new commercial, mixed-use or multi-family developments with at least fifty (50) parking spaces, or existing commercial, mixed-use or multi-family developments with at least fifty (50) parking spaces that enter into either the site plan or site plan amendment process are subject to the following:

A. At least two (2) percent of the total minimum required off-street parking spaces shall be designated and outfitted as electric vehicle charging spaces. Each required space at a minimum shall include the following:

1) A maintained and operational 240-volt "Level 2" charging station, with a cable retraction device and/or place to hang permanent cords and connectors sufficiently above the ground, and mounted at a height which places the connector a minimum of thirty-six (36) inches and a maximum of forty-eight (48) inches above the ground,

2) Wheel stops and concrete filled steel bollards to protect the aforementioned charging station,

3) Signage allowing only electric vehicles to park in such space and indicating that it is only for electric vehicle charging purposes,

4) The ability for all visitors to the site to access and use such space.

B. The location of electric vehicle charging infrastructure shall be subject to site plan review for lighting, security, accessibility to the charging infrastructure as well as safe access to the principal building/facility, signage, and compliance with other code requirements such as screening of mechanical equipment.

C. Any development that proposes more than twenty (20) percent of its required off-street parking to be outfitted as electric vehicle charging spaces, or operates any amount of charging stations as a primary use as determined by the Planning, Zoning & Building Director, shall be classified as a "Fuel Station" use and is subject to special exception procedures outlined in Sec. 34-607.

D. Charging stations in RM land development districts shall be for the exclusive use of the development's residents and guests that are visiting the development's residents, and shall not be made available to the general public.

E. Property owners of parcels with existing improvements, with the exception of single family residences, that propose the addition of electric vehicle charging infrastructure are subject to the standards outlined in A.1 through B above.

F. All property owners of proposed commercial, mixed-use and multi-family developments, including those with fewer than fifty (50) parking spaces, are encouraged to install conduit within the parking area during construction to provide future flexibility for the addition of charging stations.

G. An exception to the requirements of this Section may be granted through the site plan approval process where it is demonstrated to be physically impractical to install charging stations on the property.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading _____
Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY