



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MAY 11, 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 proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **Approval of Meeting Minutes:** Motion for the approval of the October 6, 2022 Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **Approval of Minutes:** Motion for the approval of January 26, 2023, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk
3. **Approval of Minutes:** Motion for the approval of the March 9, 2023, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk
4. **Approval of Minutes:** Motion for the approval of March 28, 2023, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk
5. **Reappointments to the Library Advisory Board:** Motion for the approval of reappointments of Ms. Karen Gebo and Mr. Rick DiRienzo to the Library Advisory Board as a Regular member to serve a three-year term that expires May 14, 2026.
Staff: Kimberly Wynn, Village Clerk
6. **Reappointment to the Construction Board of Adjustment and Appeals:** Motion for the approval of reappointment of Mr. Larry Cellon to the Construction Board of Adjustment and Appeals as a Regular Member to serve a three-year term that expires May 14, 2026.
Staff: Kimberly Wynn, Village Clerk
7. **Reappointment to the Planning & Zoning Board:** Motion for the approval of reappointment of Mr. Peter Braun to the Planning and Zoning Board to serve a three-year term that expires May 14, 2026.
Staff: Kimberly Wynn, Village Clerk
8. **Purchase Agreement - Submersible Pump Purchase - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Motion to approve a purchase agreement for eleven (1) submersible pumps from PSI Technologies, Inc. The contract term is three (3) years, expiring June 9, 2025, with an option to renew for two additional one (1) year terms. Funding is available for the proposed purchase from the Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
9. **Change Order No. 1 - Main & Pratt Water Treatment Plants Automated Chemical Feed Improvements (Task Order Nos. 275 & 276) - Utilities Department - (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - TLC Diversified, Inc.:** Motion to approve Change Order No. 1 with TLC Diversified, Inc. to extend the project completion date by an additional 180 calendar days (total current time from 300 days to 480 days). The proposed Automated Chemical Feed Improvements is expected to be completed by June 26, 2023.

There is no direct fiscal impact on this specific request.
Staff: Jimmie Johnson, Utilities Director

10. **Change Order No. 1 - Main Water Treatment Plant (WTP) Replacement of Sand Loader (Task Order No. 271) – Utilities Department (Fiscal Year 2023 Budget Funded - Water & Sewer Enterprise Fund) - Boromei Construction, Inc.:** Motion for the approval of Change Order No. 1 (Task Order No. 271) with Boromei Construction, Inc. for construction services at the Main WTP for Replacement of the Sand Loader project to extend the project completion date an additional 217 calendar days for substantial completion and 339 calendar days for final completion (total contract time from 270 days to 609 days) and to reconcile the project with a credit for unused contingency allowance in the amount of \$5,000.00. Funding to support the Main WTP Replacement of Sand Loader project (Task Order No. 271) was provided by the Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
11. **Approve Change Order No. 1 - Florida Mango Utility Relocation (Edgewater to Barbados) (Task Order No. 294) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.:** Motion for the approval of Change Order No. 1 (Task Order No. 294) with TCLM Enterprise, Inc. to extend the project completion date an additional 383 calendar days for the Florida Mango Utility Relocation (Edgewater to Barbados) Project. Funding to support the Florida Mango Utility Relocation (Edgewater to Barbados) Project (Task Order No. 294) was provided by the Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
12. **Change Order No. 3 - Vac Station No. 1 Safety Improvements (Task Order No. 240, Task Order No. 266, and Task Order No. 278) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.:** Motion for the approval of Change Order No. 3 (TO No. 240, TO No. 266 and TO No. 278) - Vacuum Station No. 1 Safety Improvements to extend the project completion date an additional 222 calendar days (total current contract time from 530 days to 752 days). If approved, it is estimated that the proposed Vac Station No. 1 Safety Improvements Project will be completed by September 14 of 2023.
Staff: Jimmie Johnson, Utilities Director
13. **Change Order No. 2 (Closeout) - Main & Pratt WTP MIEX Regeneration Upgrade (Task Order No. 268 & Task Order No. 238) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Lawrence Lee Construction Services, Inc.:** Motion for the approval of Change Order No. 2 (Closeout) with Lawrence Lee Construction Services, Inc. to extend the contract time 131 days and reduce the amount to \$142,886.50 (\$91,343 Main WTP and \$51,543.50 Pratt WTP) for construction services of the Main Water Treatment Plant (WTP) and Pratt Water Treatment Plant (WTP) MIEX Regeneration Upgrade Project. Funding to support the project (Task Order No. 268 and Task Order No. 238) was provided by the Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director

14. **Resolution No. 2023-24 - Approval of Interlocal Agreement - Extension/Amendment 002 (Renewal) - Urban County Qualification Process Program Participation in Community Development Block Grant (CBDG) - Fiscal Year's 2024-2026 - Palm Beach County:** Motion to approve Amendment 002 with Palm Beach County for participation in the Urban County Qualification Process for Fiscal Year 2024 through Fiscal Year 2026. The first Interlocal Agreement with Palm Beach County was executed on July 10, 2014, Resolution 2014-41. The Village receives funding from the Federal Community Development Block Grant (CDBG), supporting different improvements within the Village. This agreement will renew for an additional three (3) years for Fiscal Years from October 1, 2024, to September 30, 2027.

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

15. **Jospeh Fallon Scholarship Award - Six (6) Scholarship Awards (FY 2023):** Motion to recommend approval to award six (6) students scholarship checks for \$1,000 each for the Joseph Fallon Scholarship Award. Funding to support the proposed awards is available within the FY 2023 Budget - General Fund.

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

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

16. **Jospeh Fallon Scholarship Award Presentation:** Six (6) seniors graduating from area high schools will be presented with the Fallon Scholarship Award.

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

17. **PayNearMe Demonstration by the Utilities Department:** Presentation by the Utilities Department

Staff: Jimmie Johnson, Utilities Director

18. **Drinking Water Proclamation:** A proclamation to recognize May 7-13, 2023 as Drinking Water Week.

Staff: Jimmie Johnson, Utilities Director

19. **Police Week and Peace Officer Memorial Day Proclamation - May 14 - 20, 2023:** A proclamation to recognize "Police Week" on May 14, 2023 and "Peace Officers Memorial Day" on May 15, 2023

Staff:

20. **Building Safety Month Proclamation - May 2023:** A proclamation to recognize the month of May 2023 as Building Safety Month
Staff: Iramis Cabrera, PZB Director

21. **(ADDENDUM) Legislative Update from State Representative David Silvers**
Staff:

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA

PUBLIC HEARINGS

22. **(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". **THIS ITEM IS A CONTINUANCE FROM THE APRIL 13, 2023, VILLAGE COUNCIL MEETING**
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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23. **Resolution No. 2023-22 - Variance (PSV23-05) - Hours of Operation - Florida Wingmen, LLC - Wingstop - 3501 South Congress Avenue:** Motion for the approval of Resolution No. 2023-22; an application submitted by Florida Wingmen LLC - Wingstop ("Applicant") for a variance (PSV 23-05) that allows a deviation from Section 34-891(1), "Hours of Operation and Hours of Construction Activity", which stipulates that no commercial activity may take place before 7:00 AM or after 11:00 PM. It is requested that Wingstop Restaurant at 3501 South Congress Avenue be permitted to remain open until midnight.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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24. **(First Reading) Ordinance No. 2023-07- Village Code Amendment - Chapter 78 - Utilities:** Motion for the approval of Ordinance No. 2023-07, Amending Chapter 78 "Utilities", Article II, "Water And Wastewater", Division 2 "Connections" By Amending Section 78-69 "Connection Required" Pertaining To Connection To Public Utility Systems. Requiring properties to connect to a utility line within 100' of a residence, regardless of utility service area jurisdiction.
Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
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25. **(First Reading) Ordinance No. 2023-06 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations:** Motion for the approval of Ordinance No. 2023-06 to Amend Chapter 10 “Buildings and Building Regulations, Article I, “In General”, By Amending Sections 10-8 “Exterior Property Areas”, 10-12 “Village Council Findings” and 10-30 “Foreclosed, Vacant And Unimproved Property Registration Program”; to establish minimum requirements for commercial and industrial properties that are vacant and unimproved.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, JUNE 8, 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



**MINUTES,
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FL 33461
OCTOBER 6, 2022 AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to Order at 6:30 PM.

ROLL CALL:

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Susan Garrett, Deputy Village Clerk Jane Worth, Assistant Village Manager Kim Glas-Castro, Planning Zoning & Building Director Iramis Cabrera, Police Chief Thomas Ceccarelli as Sergeant-in-Arms

INVOCATION: Village Manager, Mr. Bornstein, led the Invocation.

PLEDGE OF ALLEGIANCE: The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no changes to the agenda.

Council Member Waller made a motion to approve the Agenda as presented. Vice-Mayor Gunther seconded it. The said motion carried 5-0.

CONSENT AGENDA

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

Staff: Kimberly Wynn, Village Clerk

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

Staff: Iramis Cabrera, PZB Director

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

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

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

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

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

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

Staff: Paul Ward, Assistant Director of Utilities

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

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

If approved, the Village would accept Allied Universal Corporation's pricing by piggybacking Charlotte County's contract including all terms, conditions, and pricing therein. The term of the proposed agreement would expire on September 30, 2023, and may be renewed for two (2) additional one (1) year periods. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of the contract.

The Village's Purchasing Code, Section 58-9, Accessing Contracts of Other Government Agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political 38 subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

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 collaborated 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.

<u>Allocated/Estimated Service Funding:</u>	<u>Amount</u>
FY 2023 Approved Budget - Water & Sewer Enterprise Fund (Chemicals)	\$875,000.00

<u>Expected Service Cost:</u>	<u>Amount</u>
FY 2023 Expected Purchase Cost - Water & Sewer Enterprise Fund	\$125,000.00

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

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

Staff: Thomas Ceccarelli, Police Chief

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

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

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

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

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

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

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

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

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

End of Consent Agenda....

Mayor Smith offered the public an opportunity for comment. There were no comments.

Council Member Ready made a motion for the approval of the Consent Agenda. Mayor Pro Tem Brinkman seconded the motion. The said motion carried 5-0.

PRESENTATIONS

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

REGULAR AGENDA

7. **Approve Parks and Recreation Master Plan Contract Award - Piggyback - Parks and Recreation Department - Wantman Group, Inc.:** Approve the recommendation of the Village's General Consulting Services Continuing Contract (RFQ2019R-001) that was awarded to Wantman Group, Inc. on April 4, 2019, to conduct a Village-Wide Parks and Recreation Master Plan study to assist in creating an extensive plan for the future of Parks and Recreation in the Village. Funding Not-To-Exceed in the

amount of \$135,275 is available within the FY23 Budget - General Fund.

Staff: Justin Lucas, Director of Parks & Recreation

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

The proposed Master Plan will be comprised of:

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

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

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

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

If approved, the Village would accept Wantman Group Inc.'s pricing proposal of a Not-to-Exceed amount of \$135,275. The Village's FY 2023 General Fund Budget includes Parks Master Plan funding.

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

Fiscal Impact: The Parks and Recreation Department has determined the need to contract with a consultant, Wantman Group, Inc., to complete a Parks and Recreation

Master Plan. A Master Plan is identified in the FY 2023 Budget.

The Parks and Recreation Director, Justin Lucas, thanked the Council for their support of the project.

Ms. Angela Biachi with WGI gave a PowerPoint presentation. Ms. Biachi stated that WGI wanted to do a public survey to find out for the Council. Stated they were looking at doing a survey. To find out what the public really wanted and needed. They wanted to have feedback from the community. They considered engaging with residents, students, and younger children for recommendation. The final plan would come back before the Council in February or March 2023 for adoption.

Council Member Ready asked if the timeline will be in position where grants and funding will be available. Ms. Biachi said that funding strategies can be reviewed within the plan. Mayor Smith asked if the activities in Village parks aligned with our residents and demographics. Ms. Biachi felt the Village parks and activities were in tune with the demographics. There was further discussion about the Parks and Recreation Department's upcoming event "Rec-On-The-Go." The Council discussed how this could be an opportunity.

From Village Manager Bornstein's perspective, this is a suitable time, since in April they will begin the budget process, using objective user data.

Mayor Pro Tem Brinkman asked if there was any kind of specific outreach taking place. We have events coming up.

Council member Ready made a motion for approval. Mayor Pro Tem Brinkman seconded it. The said motion carried. 5-0.

PUBLIC COMMENT PUBLIC HEARINGS

Mayor Smith offered the public an opportunity to speak on public comment.

1. **Alberto Jordat – 217 Talia Circle:** Mr. Jordat thanked the Council for approval of the Park Master Plan. He also thanked the Assistant Village Manager, Ms. Glas-Castro.

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

Staff: Kimberly Wynn, Village Clerk

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

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

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

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

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

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

Ms. Cabrera informed the Village Council that the applicant has requested Resolution No. 2014-26 be removed. The Applicant was not present.

Council Member Ready made a motion to approve Resolution No. 2022-41. It was seconded by Council Member Waller. The said motion carried 5-0.

9. **Proposed Resolution No. 2022-36 - Preliminary Plat - 3673 Coconut Road** - Motion to approve a request from Ms. Molly Brown, agent for BLP Homes LLC, the owner ("Applicant"), for a preliminary plat to subdivide a multifamily property to delineate 12 individual single-family lots, consistent with the site plan approved by the Village Council (Resolution No. 2021-01 - January 14, 2021), for the property located at 3673 Coconut Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Ms. Molly Brown, agent for BLP Homes LLC, owner, has filed a preliminary plat to re- plat the east one-half of tracts 22 and 23, in block 4, of Lakewood Gardens Plat No.1 (as recorded in Plat Book 18, Page 38 of the Public Records of Palm Beach County, Florida), less the east 165 feet of the North 60 feet of tract 22 lying in the southwest quarter (S.W. 1/4), of section 19, township 44 south, range 43 east, Village of Palm Springs, Palm Beach County, Florida. The applicant proposes subdividing the multifamily property to delineate twelve individual single-family lots, consistent with the

site plan approved by the Village Council (Resolution No. 2021-01 - January 14, 2021).

The Village Surveyor, Engenuity Group Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The Planning & Zoning Advisory Board considered the proposed preliminary plat at their September 13, 2022, meeting and recommended approval.

Staff approval and a final plat will be presented to the Village Council for consideration. Plat recording is required prior to issuing a certificate of occupancy for a new residence.

Fiscal Impact: There is no direct fiscal impact from the proposed plat.

Ms. Cabrera presented this item. She stated that the applicant is requesting to delineate twelve individual single family lots. The Applicant did not have a presentation.

Mayor Smith offered the public an opportunity to speak. There were no further comments.

Village Attorney Garrett read the title of the caption into the record.

The Assistant Village Manager, Mrs. Glas-Castro, read the statement of advertisement into the record.

Vice-Mayor Gunther made a motion for approval of Resolution No. 2022-36, Council member Waller seconded it. The said motion carried 5-0.

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

Staff: Iramis Cabrera, PZB Director

SUMMARY: Ms. Cynthia Buisson, agent for Ministerio Monte Hermon, is requesting a Site Plan Amendment (SPR22-12) and Special Exception (PSSE22-06) approval to allow the conversion of a 3,060 square feet warehouse space into a church/place of worship facility located 3208 2nd Avenue North units six (6) and seven (7). The tenant will occupy two (2) warehouse condominiums within the existing Commercial General (CG) structure.

Note: The property was annexed into the Village in 2005 as a developed parcel with 15,300 square feet of building area within two (2) warehouse-condo structures.

The property has been occupied by different commercial businesses, including storage warehouses, a thrift store, a pharmacy warehouse, an employment agency, an auto repair shop, and a carpenter. No exterior renovations to the building or the site were proposed as part of the application.

The applicant requests a Special Exception to permit the use of the property as a place of worship. The Bible study is a 1.5 to 2-hour religious meeting with a maximum of thirty-two participants four evenings per week.

- Tuesdays - 8 pm - 9 pm
- Thursdays - 7:30 pm - 9 pm
- Saturdays - 7:30 pm - 9 pm
- Sundays - 5 pm - 7 pm

The Planning and Zoning Board considered this application during their September 13, 2022, meeting and recommended approval.

Based on the surrounding characteristics and compatibility, the staff does not object to the proposed Special Exception use and Site Plan amendment and recommends conditional approval.

Fiscal Impact: The proposed project is not expected to have a direct fiscal impact on the Village.

The applicant is requesting the special exception with bible study with a maximum of thirty-two (32) occupants. The applicant had been operating. The Council asked who the applicant is the church or the property owner. If they are not present how can Council approve the conditions?

The Village Attorney, Ms. Garrett, stated that the Council can proceed with the added conditions; however, if the applicant does not accept then the order is not in effect. There is a tenant that wants to rent two bays and have evening worship meetings.

Council Member Ready asked if there were any events that required permits.

Mayor Smith offered the public an opportunity to speak on Resolution No. 2022-39. There were no comments.

Village Attorney Garret read the title of the caption into the record.

Council Member Waller made a motion to approve Resolution No. 2022-39 (amending Condition #14 to change the owner to applicant). Mayor Pro Tem Brinkman seconded it. The said motion carried 5-0.

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

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Ryan Abrams, agent for the owner, Church of Jesus Christ Apostolic Inc., is requesting a Site Plan Amendment (SPR22-14) and Special Exception Use (PSSE22-07) approval to allow the conversion of one of the existing residential structures into a place of worship with a maximum of fifty-eight seats.

Note: The property was annexed into the Village in 2005 as a developed parcel with two residential structures.

The site is composed of three contiguous properties that will be combined under one parcel. The applicant is proposing to convert the 2,840 square feet residential single-family home into a place of worship and the residential structure located on the east side will remain on the property as part of the church's campus to be the parsonage residence.

A site plan amendment is being requested to bring the property up to code, to the extent possible, to be consistent with the proposed use. The proposed site plan provides an enhancement to the landscape buffers, new parking lot, newly paved driveway, drainage improvements, pedestrian connections, and interior/exterior renovations to the building.

The Planning and Zoning Advisory Board considered this application during their September 13, 2022 meeting and recommended approval.

Staff supports the applicant's request and recommends conditional approval of the Special Exception Use and Site Plan Amendment based on general consistency with the Land Development and Zoning Regulations and the objectives and policies of the Village's Comprehensive Plan.

Fiscal Impact: The proposed request does not have any immediate fiscal impact on the Village since the church is tax-exempt; however, the proposed renovations may have a positive effect on neighboring properties.

The Deputy Village Clerk swore in the staff and the applicants. The Mayor asked the

Council to disclose any ex parte communication.

Ms. Cabrera presented her testimony and entered the staff report into the record.

Ryan Abrams represented the applicant, Church of Jesus Christ. The applicant purchased the property in 2016. Mr. Abrams stated the church wanted to purchase the property to request a site plan amendment to bring the property up to code. He discussed the enhancements include landscape buffers, new parking lot, newly paved driveway, drainage improvements, pedestrian connections, and interior/exterior renovations to the building.

Mayor Smith offered the Council and public an opportunity to speak on Resolution No. 2022-40. There were no public comments.

Mayor Smith stated that the packets indicate that the church is only used for Sunday service.

The Applicant clarified there are related bible studies; but the priority is worship service at 10 AM on Sundays. During the day, they do baptisms.

Village Attorney Garrett read the title of the caption into record.

Council-Member Ready made a motion for the approval of Resolution No. 2022-40. Vice-Mayor Gunther seconded it. The said motion carried. 5-0.

ACTIONS AND REPORTS VILLAGE MANAGER COMMENTS

None

VILLAGE COUNCIL COMMENTS

Mayor Smith stated when the Council makes comments, she really wants to hear their concerns. There is an item on the agenda where she is concerned about parking. As you drive around Palm Springs, there is already over parking in single family homes.

Council Member Ready referenced in the future garages being used as a storage count as an office space instead of a garage. He went to the Hispanic festival, kudos to the staff that made it through the night. It was too hot for him.

Vice-Mayor Gunther acknowledged the parking problems, especially in his neighborhood. This is a double edge sword. As far as counting a parking space for the garage, if the deed approves it. Sorry he missed the event for Hispanic festival, but he was tired. Support and pray for the hurricane victims.

Mayor Pro Tem Brinkman talked about the parking and housing crisis in Palm Beach County. She mentioned that the price for land and the Village's parking regulations are very conservative. Mayor Pro Tem Brinkman stated that she respects that we are a working class community. She sees the parking issues where she lives. She had

concerns about how long it would take. The last Transportation Planning Agency (TPA) meeting she attended, Clinton Forbes did a presentation on bus shelters. They are visiting all municipalities attempting to provide additional benefits.

Council Member Waller discussed if a home is built with a garage, it should be used as a garage. The only salvation would be less homes on the properties, hope they would really use the garages as a garage. She also talked about an alternate Council Member to serve on the Pension Board.

Mayor Smith stated it would have to be back in the regulations. Village Attorney Garrett will look into this and get back to Council. Halloween is Saturday, October 29th.

Mayor Smith stated she agreed with Mayor Pro Tem Brinkman and Vice-Mayor Gunther, we need housing, we are making exceptions where they need three acres, but we only had 2.7 acres.

The Village Manager, Mr. Bornstein said that this is an item that is up for discussion at the upcoming visioning session. There is a consultant that will work with the Village on their vision. Mayor Smith stated that the Village has a couple of ARBNB, and they are getting a \$50 permit. They may start becoming party houses like the other municipalities.

She also mentioned the Village needs to be more initiative-taking and work on the Electrical Vehicle Charging (EVC) stations. Working in an unincorporated everyone does it. There are more electric cars.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 7:31 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **October 6, 2022**.

Jane Worth, Deputy Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, NOVEMBER 10, 2022, AT 6:30 PM**



**VILLAGE HALL – COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FL 33461
VILLAGE COUNCIL REGULAR MEETING MINUTES
JANUARY 26, 2023, AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Regular Village Council Meeting to order at 6:53 PM
(Immediately following the Local Planning Agency [LPA] Meeting)

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Susan Garrett, Village Clerk Kimberly Wynn, Police Chief, Thomas Ceccarelli, as Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Planning, Building and Zoning Director Iramis Cabrera, Utilities Director Jimmy Johnson, Assistant Utilities Director Paul Ward, Interim Parks and Recreation and Director and Library Services Jossie Maliska, and Public Works Director Timothy Director of Public Works

INVOCATION

The Village Manager, Mr. Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no additions, deletions, or modifications to the Agenda.

Vice-Mayor Gunther motioned for the approval of the Agenda as presented, and Mayor Pro Team Brinkman seconded it. The said motion carried 5-0.

CONSENT AGENDA

Mayor Smith offered the public an opportunity to make public comments. There was none.

1. **Resolution No. 2023-04 - Approve Amendment No. 1 - Community**

Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023: Motion for approval of Resolution No. 2023-04 to authorize the Mayor, or their Designee, for the installation of seventeen (17) decorative streetlights along Lakewood Road (between Military Trail and Kirk Road) from the proposed CDBG funding for FY 2023/2024, estimated at \$120,818. Additional requests for funding are supported by the FY 2023 Budget - General Fund, which includes reimbursed CDBG Funds, Infrastructure Surtax (Sales Tax), and General Funds. This is envisioned as "Phase 1" of a comprehensive street light program for the Village at Large.

Staff: Josefina Maliska, Interim Director of Parks & Recreation & Director of Library Services

SUMMARY: The Parks and Recreation Department is requesting approval of Amendment No. 1 to the Village's Community Development Block Grant (CDBG) agreement R2022-1290, effective October 1, 2022. Under the previously approved agreement, \$120,818 in CDBG funds were allocated for sidewalk improvements in Palm Springs to build an interconnected pathway system.

Amendment No. 1 would allow additional time to award a construction contract and complete the pathway area between Foxtail Palm Park and Gulfstream Road.

In its March 10, 2022, Village Council meeting, subphase was approved as the Village's FY 2023 CDBG project. With the proposed subphase, the Village can move forward with the construction of the Park Connector Pathway and meet CDBG program benchmarks.

Village staff, the Parks and Recreation Director, and the Village Attorney reviewed the proposed amendment, which does not affect the Village's CDBG allocation of \$120,818 in FY 2023.

Fiscal Impact: Funding to support the Park Connector Pathway construction is available within the FY 2023 Budget - General Fund utilizing CDBG Funds, Infrastructure Surtax (Sales Tax), and General Fund.

2. **Resolution No. 2023-05 - Approve Amendment No. 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2023:** Motion for approval of Resolution No. 2021-05 to Amendment No. 2 to the Agreement with Palm Beach County to authorize the Mayor or their Designee to enter into Amendment No. 2 to the Agreement (R2021-1613) and Amendment No. 1 to the Agreement (R2022-0594) with Palm

Beach County amending the location of the Pathway Park Connector System, extending the time of completion to July 15, 2023, to include construction of a coquina pathway between Davis Road and Kirk Road. Funding to support the Park Connector Pathway construction is available within the FY 2023 Budget - General Fund utilizing CDBG Funds, Infrastructure Surtax (Sales Tax), and General Fund.

Staff: Josefina Maliska, Interim Director of Parks & Recreation & Director of Library Services

SUMMARY: The Parks and Recreation Department is requesting approval of Amendment No. 2 to the Village's October 1, 2021, Community Development Block Grant (CDBG) Agreement R2021-1613, and Amendment No. 1 R2022-0594 on March 7, 2022. The previously approved Agreements provided \$130,515 in CDBG funds for the construction of sidewalk improvements to create an interconnected pathway system with the Village of Palm Springs. This sub-phase is along the Village's easement on the north side of Canal Road and will include the construction of a coquina pathway between Davis Road and Kirk Road.

The proposed Amendment No. 2 allows the Village to modify the project scope and to allow adequate time to receive bids and award a construction contract.

This sub-phase was initially approved as the Village's FY 2022 CDBG Project on September 23, 2021, Village Council Meeting. The new benchmarks require the Village to expend 50% of CDBG Funds by May 31, 2023, and to complete construction by July 15, 2023. The proposed sub-phase is ready for bidding and will help the Village move forward with the construction of the Park Connector Pathway and meet benchmarks associated with its CDBG program involvement.

The proposed amendment will not change the Village's FY 2022 CDBG allocation of \$130,515. This amendment was prepared by Palm Beach County Department of Housing and Economic Sustainability staff and reviewed by the Parks and Recreation Director and the Village Attorney.

Fiscal Impact: Funding to support the Park Connector Pathway construction is available within the FY 2023 Budget-General Fund utilizing CDBG Funds, Infrastructure Surtax (Sales Tax), and General Fund.

PUBLIC COMMENT PUBLIC HEARINGS

3. **(Quasi-Judicial Hearing - 1st Reading) Ordinance No. 2023-01 - Land Use Amendment and Rezoning (Small-Scale) Collection Suites Palm Springs - 874, 884 & 964 South Congress Avenue:** Motion for approval of Ordinance No. 2023-01 to amend a Small-Scale Land Use of the Future Land Use Map (FLUM), Rezoning and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project located at 874, 884 & 964 South Congress Avenue associated with Collection Suites Palm Springs Project. Staff: Iramis Cabrera, Planning, Building & Zoning Director

SUMMARY: Mr. Javier Fernandez, agent for Collection Suites Palm Springs ("Applicant"), is requesting a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning, and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project.

The proposed small-scale land use change would be from Commercial Land Use to Light Industrial, concurrent with Rezoning from Commercial General (CG) to Light Industrial (LI). The combined properties are less than 50 acres in size (7.313 acres total) and are planned for a mix of warehouse/self-storage.

The applicant is concurrently requesting Site Plan approval to allow a development concept of a 79,350 square foot warehouse/self-storage condominium called "Collection Suites Palm Springs" that would contain approximately nineteen (19) condominium units ranging in size from 3,206 square feet to 8,343 square feet, complemented by a 5,256 square foot clubhouse, a 1,283 square foot office, and related support spaces, in addition to the existing 36,054 square feet indoor athletic court (trampoline center). The proposed site plan is presented (within this item) for informational purposes only (no action is required at this time).

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use map and rezoning amendments are approved on the 2nd and final reading, and the proposed Site Plan will be presented for consideration at a future date.

Ordinance No. 2023-01 was advertised in the Lake Worth Herald on December 29, 2022, and re-advertised in the Palm Beach Post on January 9, 2023, due to changes.

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

comments were received.

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

The Planning and Zoning Board considered this item during their January 10, 2023, meeting and recommended approval.

The Local Planning Agency (LPA) is considering this item during their January 26, 2023 meeting.

The proposed ordinance is being presented at the first Reading and, if it is recommended for approval, will be presented at the 2nd and final Reading by the Village Council on February 9, 2023.

The Village Clerk, Ms. Wynn, read the statement of the advertisement in the record. Mayor Smith asked the Village Council to disclose their ex-parte communication ex-parte communication. There was no ex-parte communication. The Village Clerk swore in the applicants and the staff.

Ms. Iramis Cabrera introduced her testimony into the record. Ordinance No. 2023-01 is a proposal to amend a Small-Scale Land Use Amendment of the Future Land Use Map (FLUM), Rezoning and Site Development Plan on 7.313 acres (comprised of three parcels) to facilitate an industrial development project located at 874, 884 and 964 South Congress Avenue. She stated that the applicant is concurrently requesting Site Plan approval to allow a development concept of a 79,350 square foot warehouse/self-storage condominium called "Collection Suites Palm Springs" that would contain approximately nineteen (19) condominium units ranging in size from 3,206 square feet to 8,343 square feet, complemented by a 5,256 square foot clubhouse, a 1,283 square foot office, and related support spaces, in addition to the existing 36,054 square feet indoor athletic court (trampoline center).

Generally, the Village does not put conditions of approval on Land Use Amendments.

Mr. Javier Fernandez presented his presentation to the Board during the Local Planning Agency Meeting. He provided the Council with an opportunity to ask any

questions they may have about the presentation.

Mayor Smith offered the public and Council an opportunity to comment and ask questions. There were none.

Village Attorney Garrett read the title of the caption into the record.

Mayor Pro Tem Brinkman made a motion for approval of Ordinance No. 2023-01. Vice-Mayor Gunther seconded the motion. The said motion carried 5-0.

Fiscal Impacts: The proposed land use and zoning amendments are not expected to provide a direct fiscal impact on the Village; however, they would facilitate development that will increase the Village's property valuation.

ACTIONS AND REPORTS

None

VILLAGE MANAGER COMMENTS

None

VILLAGE COUNCIL COMMENTS

None

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:05 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **January 26, 2023.**

Submitted by

Kimberly M. Wynn

Village Clerk

**NEXT REGULAR MEETING
THURSDAY, FEBRUARY 9, 2023
AT 6:30 PM**



**VILLAGE MINUTES
COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA, 33461
MARCH 9, 2023 AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Regular Village Council Meeting to order at 6:42 PM
(Immediately following the LPA Meeting)

ROLL CALL:

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Police Chief, Thomas Ceccarelli, as Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Planning, Zoning and Building Director Iramis Cabrera, Public Works Director Timothy Crespo, Public Works Superintendent Michael Wood, Utilities Director Jimmie Johnson, and Interim Parks and Recreation Director Jossie Maliska

INVOCATION

The Village Manager, Mr. Michael Bornstein, led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Brinkman led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager, Mr. Bornstein, stated that Item #26, Appointment to the General Employees' Pension Board, was added to the Regular Agenda as an Addendum. In furtherance, Mayor Smith stated that the Public Hearings Section of the Agenda was renumbered beginning with Items #27-31.

Vice-Mayor Gunther made a motion for approval of the agenda amended, and it was seconded by Council Member Ready. The said motion carried 5-0.

CONSENT AGENDA

1. **January 12, 2023 Village Council Regular Meeting Minutes:** Motion for approval of January 12, 2023 Village Council Regular Meeting Minutes

Staff: Kimberly Wynn, Village Clerk

2. **February 9, 2023 Village Council Regular Meeting Minutes:** Motion for approval of February 9, 2023, Village Council Regular Meeting Minutes

Staff: Kimberly Wynn, Village Clerk

3. **Resolution No. 2023-11 Village of Palm Springs - Social Media Policy:** Motion to approve Resolution No. 2023-11 to adopt the Village of Palm Springs Social Media policy. Adopting the Village Social Media policy will establish clear guidelines and expectations for employees, citizens, and elected officials, to ensure that the most up-to-date information is publicly available to avoid the spread of misinformation related to Village business. There is no direct fiscal impact associated with Social Media Policy.

Staff: Ashley Saingilus, Human Resources Director

SUMMARY: The Village of Palm Springs Social Media Committee has created and implemented a Social Media Policy that establishes guidelines for the use of the Village's social media sites as a means of conveying information to the public.

The intended purpose of Village social media sites is to disseminate information from the Village about the Village's mission, meetings, events, and activities to the public. Social media tools are used solely for informational purposes only.

The Social Media Policy includes, but is not limited to, Facebook, Twitter, Instagram, YouTube, LinkedIn, and Nextdoor. The Village's social media sites shall supplement, and not replace, the required notices and standard methods of communication. The Village's official website will remain the primary means of digital communication.

The Staff is requesting the Council approve the Social Media Policy to set clear guidelines and expectations for citizens, public employees, and elected officials for utilizing government social media accounts. The policy will help ensure that the most up-to-date information is made publicly available and avoid the spread of misinformation related to Village business. The policy would also help defend the Village against potential litigation.

If approved, the policy will go into effect April 1, 2023.

Fiscal Impact: There is no fiscal impact related to this policy.

4. **Resolution No. 2023-08 Establish Tuition Reimbursement Policy:** Motion for approval of Resolution of 2023-08 to establish the Tuition Reimbursement Policy that sets the guidelines and procedures for employees to get reimbursed for formal education and training. If approved by the Village Council, Resolution No. 2023-08 will be effective as of October 1, 2023

Staff: Ashley Saingilus, Human Resources Director

SUMMARY: The Village has identified a need to create a policy for Tuition Reimbursement to provide eligible staff with clear guidelines on the process and approval for tuition reimbursement funds.

This policy defines procedures for the form, approval, and disbursement of funds for Tuition Reimbursement. This policy will encourage eligible employees to pursue formal education that will improve their skills and abilities for the position in which the employee was hired to work in or to qualify for career advancement within the Village. With the creation of the Human Resources department, a policy needed to be created to include them in the process for approval and recording purposes.

The staff is requesting Council approval for the policy to help streamline the process for both employees, and the Finance and HR Departments. It will establish fair and consistent practices for all eligible employees while adhering to specific policies and procedures.

If approved, the policy will be effective October 1, 2023 (FY 2024 Budget Process).

Fiscal Impact: Funds for reimbursement are approved yearly by the budget process.

5. **Waiver of Possible Conflict of Interest Arising from Torcivia, Donlon Goddeau & Rubin, P.A.'s Legal Representation of the City of Lake Worth Beach - Subregional Wastewater Interlocal Agreement:** Authorize approval for the Mayor, or designee, to sign a Waiver of Conflict of Interest from Torcivia, Donlon Goddeau & Rubin, P.A.'s. to acknowledge informed consent to the legal representation of several municipalities in certain matters.

Staff: Kimberly Wynn, Village Clerk

6. **Resolution No. 2023-14 Support Senate Bill (SB 350) and House Bill (HB 235) - Alternative Mobility Funding Systems:** Motion for approval of Resolution No. 2023-14 to support Senate Bill (SB 350 (2023) and House Bill 235 (2023), acts relating to alternative mobility funding systems.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Manager recommends support of HB 235 and SB 350 (Robinson, W.), which clarifies how local governments can adopt a mobility plan and charge a mobility fee. Developers pay a mobility fee to local governments to cover the costs of improvements required to mitigate the development's impact on

transportation systems. Within an area that is within a mobility plan, a transportation impact fee or fee that is not mobility-based would not be allowed. In addition, once adopted or updated, the bills require that mobility fees be updated every five years.

A local government must follow comprehensive requirements when implementing a mobility plan and charging for mobility. A revision of the impact fee statute, amended substantially during the 2021 legislative session, was also made in the bills. A certain amount can only increase impact fees; a phase-in period is required based on the amount. However, current law also provides an exception to the impact fee increase process by allowing increases to be more significant than the requirements of the governmental entity and establishing the need for the increased fee under the rational nexus test. A study (completed within the past 12 months) showing extraordinary circumstances requires an increase, at least two public workshops are held, and a vote of 2/3 is required to approve the increase. The bills will eliminate this exception to impact fee increases. Impact fees must comply with the law's increased limits and phase-in requirements.

If approved, the Village Clerk must forward a copy of Resolution No. 2023-14 to Senate President Senator Kathleen Passidomo, Speaker of the House Representative Paul Renner, Senator Jason Brodeur, Representative William "Will" Robinson, and the Palm Beach County Legislative Delegation.

7. **Appointment to the Police Officers' Pension Board of Trustees:** Motion to approve the appointment of Mr. Donald Bell as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for an unexpired term that ends September 30, 2023.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: On September 14, 2022, Assistant Police Chief Robert Perez resigned from the Police Officers' Pension Board of Trustees. This left a vacancy for a Resident Member on the pension board to fill an unexpired term that ends on September 30, 2023.

Mr. Donald Bell expressed an interest in becoming a resident member of the Police Officers' Pension Board of Trustees. If appointed, he will serve an unexpired term that ends September 30, 2023.

If approved, the Police Officers' Pension Board of Trustees would have one (1) vacancy for a Resident Member.

Fiscal Impact: The proposed reappointment does not have a fiscal impact on the Village.

8. **Employee Medical, Dental & Other Benefits (FY 2023 Budget Funded):** Motion for approval to renew an Agreement with Humana with a dual-option plan design at an 8% increase of Humana Insurance Plan for Employee Health Benefits for an additional year beginning April 1, 2023, and ending March 31, 2024.

Staff: Ashley Saingilus, Human Resources Director

SUMMARY: Recently, the Gehring Group, the Village's contracted benefits broker, secured a fair renewal offer with the Village's current insurance carrier, Humana, as well as additional options with lower points for consideration.

Staff recommend renewing with Humana with the dual-option plan design at an 8% increase. This was the most cost-effective option after going out onto the market for carrier comparisons. Marketing had provided validation of the renewal rates as Florida Blue and Aetna were non-competitive by a significant margin, but a competitive offer from Cigna Healthcare did signal to Humana that they needed to revisit rates in order to increase the chance of maintaining their partnership with The Village. Employee Deductions will remain the same for the Humana Premier HMO Plan option.

The Village has been insured with Humana since 2018, and during that time has had a single in- network open-access plan. This year, it was decided that The Village would look at a second plan option in order to provide employees with a lower-cost option and the ability to better match their individual healthcare needs. The table below outlines the 5-year renewal increases, which includes the upcoming plan year renewal (after negotiations) for both the single-plan option and the dual- plan option (which assumes a conservative ~9% plan migration to the buy-down plan).

5-Year Medical Insurance Renewal Increases

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024 (Single Opt.)	2023-2024 (Dual Opt.)
0.0%	1.0%	0.0%	11.5%	9.3%	8.0%

If approved, the Village would extend the current Agreement for an additional one (1) year term, beginning April 1, 2023, and ending March 31, 2024, for medical, dental, and vision benefits. Funding to support the proposed annual premiums is included within the approved FY 2023 Budget (and will be presented for approval within the FY 2024 Budget). The Village will not spend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Gehring Group and staff recommend the following for your consideration:

Health Insurance - Humana Premier HMO Plan: Remains the same

- Continuation of Humana's annual biometric screenings, angio-screening, and their Go365 wellness platform for employees.
- Employees will still have access to both Quest and LabCorp.
- Maintain current wellness initiatives (i.e., Health Fair, Smoking Cessation, etc.)
- Humana's Premier Network is seamless, meaning that enrolled members can travel outside of the state and access care with an in-network HMO Premier provider.
- Employee Assistance Program (EAP) sessions remain at six (6) sessions
- Humana staff will be available to meet with Village staff

Introduction of Humana Base Plan:

- Lower cost option with higher deductibles

Dental - Humana:

- Remains the same

Vision – Humana (Voluntary Product):

- Remains the same

Group Basic Life with AD&D – Mutual of Omaha to The Standard:

- Remains the same
- Rates are guaranteed for a three (3) year period (scheduled to expire on March 31, 2025).

Group Supplemental (Voluntary) Products:

- No change in employee rates
- The Village will continue to offer various group supplemental products that are voluntary to provide our employees with additional benefits at a lower cost for accidents, critical illness, and hospital indemnity.
- Existing individual supplemental products may be maintained by employees; however, they will be directly billed (payroll deduction will not be available).
- The Village will continue to offer Pet Insurance (direct billed) and Identity Theft Protection as supplemental products that are voluntary to provide employees with additional benefits at a lower cost.

Benefits Administration:

- BenTek – will continue to provide online enrollment benefits for employees and our Human Resources and Finance staff with an administration system that streamlines the enrollment process and provides various reports and audit features to ensure the integrity of data between our payroll system and BenTek.
- Third-party administrators are recommended to continue to be utilized to assist in monitoring and managing the Village's various federally required benefit programs. These programs are expected to provide additional compliance/legal support and remove the liability associated with staff handling documents containing protected health information:
 1. Family Medical Leave (FMLA) Basic FMLA Ease
 2. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) Humana
 3. Flexible Spending Accounts (FSA) P&A

If approved, enrollment will begin March 10th through March 19, 2023, as the new plan is effective as of April 1, 2023.

Note: The Service Employees International Union/Florida Public Services Union (SEIU) and the Palm Beach County Police Benevolent Association (PBA) memberships have been notified of the proposed employee benefit plan changes as well as the recommendation for the upcoming plan year. At this time, we are awaiting the PBA and SEIU approval.

Fiscal Impact: The proposed cost/rates for employee benefit premiums are included within the FY 2023 Budget. Funding will be proposed within the FY 2024 Budget to be considered by the Village Council during the upcoming budget process. The Village will not spend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Our employees will continue to be provided with a high level of insurance benefits.

9. **Splashpad Removal and Install at Village Complex (Task Order #320) - Piggyback off Clay County Contract - Parks and Recreation Department (FY 2023 Funded - General Fund) - Play Space Services, LLC:** Motion to approve an Agreement with Play Space Services, LLC for \$210,045 piggybacking Clay County Contract (RFP# 18/19-2 Various Equipment and Amenities for Parks and Playgrounds) for the installation of a new foundation and with features within the Splashpad, located near the Village Complex at 226 Cypress Lane. Funding to support the demolition and predatory foundation was approved in the FY 2023 General Fund Budget.

Staff: Josefina Maliska, Interim Director of Parks & Recreation

SUMMARY: The Parks and Recreation Department has identified a need to renovate the existing splashpad at the Village Complex. The removal of the existing splashpad, as well as the installation of a new foundation and new features within the splashpad are necessary in order to provide a safe and fun water play area for residents to enjoy. The cost for the demolition and preparatory foundation work (\$210,045) was previously approved by the Council as part of the 2022-2023 Parks and Recreation budget.

If approved, the Village would accept Play Space Services, Inc's pricing by piggybacking the Clay County Contract, including all terms, conditions, and pricing therein. 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'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. This is a new piggyback agreement with Play Space Service, another vendor that was awarded the Clay County contract. It contains all the added provisions outlined above.

If approved, the proposed permitting, removal of the existing splash pad, and installation of a new splash pad would be completed following the delivery of new previously purchased splash pad equipment. Installation time is estimated to be completed within 2-4 weeks following the Notice to Proceed/Receipt of Purchase Order by the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, Public Works Director, the Public Service Project Manager, the Assistant Village Manager, and the Finance Director.

The Village has worked with the vendor previously and has received excellent service and quality products.

Fiscal Impact: FY 2023 Approved Budget - General Fund - Village Commons Improvements - \$325,000

Estimated/Actual Project Costs:

Amount Proposed Project Cost - Splash Pad Removal and Installation \$210,045

10. **Agreement for Acceptance of Antenna Pole Asset - Parks & Recreation Department - Mobilitie, LLC:** Motion to approve an Agreement with Mobilitie, LLC., to transfer ownership of a small-cell communication antenna pole that was used for communications purposes to the Village for additional security lighting, surveillance cameras(s) or weather prediction system. The steel pole with a streetlight is located at Sabal Palm Park, 1051 Summer Street.

Staff: Josefina Maliska, Interim Director of Parks & Recreation

SUMMARY: The Parks and Recreation Department is recommending the Village accept ownership of a utility pole located at Sabal Palm Park, 1051 Summer Street. The pole was installed in 2019 by Mobilitie, LLC as a small-cell communication antenna on the Summer Street right-of-way and must be designed as a streetlight. As a result of the merger of Sprint and T-Mobile, an antenna is no longer necessary in this area. Mobilitie is decommissioning the equipment and has offered to transfer the pole, streetlight, and conduit to the Village.

Parks and Recreation Department staff and the Village's Utilities Inspector inspected the steel pole. They determined it would be a valuable asset for the Village because of the potential placement of additional security lighting, new surveillance camera(s), or a weather prediction system. Mobilitie estimates the value of the pole, streetlight, and electrical fittings at \$19,500.

The Village's Planning, Zoning, and Building Department notified Parks and Recreation of this opportunity, and the Village Attorney reviewed the proposed Agreement.

Fiscal Impact: The Village will assume responsibility for the steel pole, pedestal, streetlight, and electrical service equipment. The estimated value of the pole, streetlight, and electrical fittings is \$19,500.

11. **Park Connector Pathway Project Award - Huurr Homes LLC - Sub-Phase 2A-1: Park Lane (Gulfstream Road to Kirk Road) and Phase 3A: Canal 11 - (Task Order No. 255) - Invitation to Bid (ITB) - Parks and Recreation Department (FY23 Budget Funded - CDBG & Sales Tax):** Motion to approve the award of Task Order No. 255 (ITB 2022B-012) to the lowest responsive and responsible bidder, Huurr Homes LLC for \$339,553.25 to construct the Park Connector Pathway (Sub-Phase 2A-1 and Phase 3), which affects the segments of Park Lane between Gulfstream Road and Kirk Road (Foxtail Palm Park) and Canal 11, respectively. Funding to support Task Order No. 255 (ITB 2022B-012) is available in the FY 23 Budget - General Fund utilizing CDBG funding and Infrastructure Surtax (Sales Tax) General Funds.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Parks and Recreation Department recommends that the Village proceed with constructing the Park Connector Pathway (Sub-Phase 2A-1 and Phase 3), which affects the segments of Park Lane between Gulfstream Road and Kirk Road (Foxtail Palm Park) and Canal 11, respectively. The proposed Sub-Phase 2A-1 project has been designed to be located along the north side of Park Lane for approximately 1,255 feet between Gulfstream Road and Kirk Road. The proposed Phase 3A project has been designed along the north side of Canal 11 for approximately 2,633 feet. Therefore, these projects are within the Village's FY 2023 Capital Improvement Plan (CIP) at an estimated cost of \$322,553.01 (\$181,811.24 and \$140,741.77, respectively) based on the Village Engineer's Opinion of Probable Costs.

The Parks and Recreation staff requests the Village Council award this proposed contract (Task Order No. 255) for \$339,553.25 to the lowest responsive and responsible bidder, Huurr Homes LLC.

To ensure the lowest possible price for this project (and to meet CDBG requirements), staff issued an Invitation to Bid (ITB) on January 5, 2023, to construct the Park Connector Pathway - Sub- Phase 2A-1 and Phase 3A. This process was completed by the Village through a competitive selection process - PARK CONNECTOR PATHWAY- Canal Road 3A and Subphase 2A (ITB 2022B-012).

As a result of the Village's ITB, the following two (2) bid proposals were received:

Bidder	Total Bid
E&F Florida Enterprise Inc	\$461,316.80
Huurr Homes LLC	\$339,553.25

After reviewing the two (2) bids received, the Assistant Village Manager, Public Services Project Manager, the Village's contracted engineer, Wantman Group, Procurement Specialist, and the Village Attorney determined that Huurr Homes LLC provided the lowest responsive and responsible bid.

As a result, the staff is requesting the Village Council award this proposed contract (Task Order No. 255) in the amount of \$339,553.25 to the lowest responsive and responsible bidder, Huurr Homes LLC.

Note: The proposed contract amount is \$17,000.24 (approximately 5%) more than the Engineer's Opinion of Probable Cost; however, the Parks and Recreation Department budget includes sufficient funds for these projects.

If approved, the Village would accept Huurr Homes LLC's pricing, including all terms, conditions, and pricing, as submitted within their ITB proposal and

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

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

If approved, the proposed construction is expected to begin in April following the Notice to Proceed by the Village and is estimated to be completed by August/September (or approximately 150 days).

The proposed agreement was prepared by the Village Attorney and reviewed by the Public Service Project Manager, Assistant Village Manager, and Finance Director.

The Village has not worked with the proposed vendor previously but received positive feedback from the Town of Southwest Ranches, Gulf Stream Track and Casino, and MGM General Consulting (Huurr's references).

Fiscal Impact: Funding to support the proposed Park Connector Pathway project (Phase 2A and 3A) is available within the FY2023 Budget - General Fund utilizing CDBG funding and Infrastructure Surtax (Sales Tax) General Fund funds (\$88,220.25). The Village is eligible to receive \$130,515 in reimbursement through its FY 2022 CDBG Project (Agreement R2022-0594, as amended by R2023-05) and \$120,818 through its FY 2023 CDBG Project (R2023-04). Each project will have its own purchase order.

12. **Splashpad Renovation at Village Center Improvement (Task Order# 320) - Piggyback off Clay County Contract - Parks and Recreation Department (FY 2023 Funded - General Fund) - Advanced Recreational Concepts, LLC:** Motion to approve an agreement for \$113,385 with Advanced Recreational Concept (ARC), LLC's by piggybacking the Clay County Contract (RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for new equipment and features for the Splashpad, located near the Village Complex at 226 Cypress Lane. Funding to support the project is available in FY 2023 Approved Budget - General Fund-Village Center Improvements.

Staff: Josefina Maliska, Interim Parks & Recreation Director

SUMMARY: The Parks and Recreation Department has identified a need to renovate the Splashpad at the Village Complex at 226 Cypress Lane. New equipment and features within the Splashpad are necessary to provide a safe and

fun water play area for residents to enjoy. The Council previously approved the cost for the renovation (\$113,385) as part of the 2022-2023 Parks and Recreation Budget.

If approved, the Village would accept Advanced Recreational Concept (ARC), LLC's pricing by piggybacking the Clay County Contract (RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds), including all terms, conditions, and pricing. The Village will only expend 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'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 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 services were competitively solicited.

If approved, the proposed equipment for the Splashpad would be delivered prior to installation. Delivery is expected within 10-12 weeks following the receipt of the Purchase Order.

Note: The Village previously entered into a piggyback of the Clay County contract with ARC to purchase a picnic pavilion.

The amendment to the Piggyback agreement with Advanced Recreational Concept, LLC (ARC):

1. Broadens the scope to allow for purchase orders to acquire other goods/services within the scope of the Clay County Contract; and
2. extends the term to mirror the Clay County term through May 24, 2023, and any further extension approved by Clay County up to one year; and
3. provides that the terms of the agreement shall survive termination of the contract to the extent necessary to allow for completion of any purchase orders issued before expiration.

The Village has previously worked with the vendor and received excellent service and quality products. The proposed agreement was prepared by the Village Attorney and reviewed by the Interim Parks and Recreation Director, Assistant Public Works Director, the Public Utilities Project Manager, the Assistant Village Manager, and the Finance Director.

Fiscal Impact: Funding to support the project is available in FY 2023 Approved Budget - General Fund - Village Center Improvements- \$325,000

Estimated/Actual Project Costs: Amount Proposed Project Cost -
Splashpad Renovations \$113,385.

13. **Resolution No. 2023-09 - Community Development Block Grant (CDBG) - FY 2024 Annual Project - Street Lights on Lakewood Road:** Motion for approval of Resolution No. 2023-09 to authorize the Mayor, or Designee, to enter into the annual CDBG Agreement with Palm Beach County for an estimated amount of \$120,818, for the installation of 17 decorative streetlights along Lakewood Road, between Military Trail and Kirk Road. Lakewood Road Phase 1 Street Lights will be proposed in the FY24 Budget - General Fund.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: This is the 9th year that the Village of Palm Springs is an "Entitlement City" with a delineated Community Development Block Grant (CDBG) Target Area in the Palm Beach County 5-Year Consolidated Plan. Our proposed CDBG allocation for FY23/24 is estimated to be approximately \$120,818.

Under Housing and Urban Development (HUD) and CDBG requirements, the Village must submit a project to be included within the County's Annual CDBG Work Plan that meets the following requirements:

- Benefits low and moderate-income persons
- Include public facilities/improvements (such as lighting) that alleviate conditions that pose a threat to the community, and/or
- Aid in the elimination of blight

Therefore, the staff is proposing funding for the installation of new streetlights along Lakewood Road (between Military Trail and Kirk Road) utilizing the Village's projected FY 2024 CDBG funding allocation. There are currently six (6) streetlights along the north side of Lakewood Road within the proposed project area. The proposed CDBG project includes the purchase and installation of seventeen (17) decorative streetlights along the south side of Lakewood Road.

This is envisioned as "Phase 1" of a comprehensive street light program that not only includes the balance of Lakewood Road, to the east of Kirk Road, but the Village at large.

The proposed FY 2023-2024 Community Development Block Grant (CDBG) Program application is to install streetlights in the "South Village", which is within the Village's CDBG Target Area. Specifically, seventeen (17) streetlights are proposed along Lakewood between Military Trail and Kirk Road. This project is envisioned as Phase 1 of a comprehensive street light program for the Village.

Note: This project is expected to be presented to the Council for consideration as the Village's annual CDBG project over the next two (2) to three (3) CDBG funding cycles (provided CDBG funding is available by the federal government) to support the expected construction and installation costs associated with a Village-wide street light program. Additional requests for funding (i.e., General Fund) may be

required depending on the construction (competitive) pricing that is received by vendors to complete this project.

The FY 2023/2024 CDBG allocation that the Village expects to be approved by PBC is approximately \$120,818 and will get reimbursed to the Village - the remaining FY 2024 project budget funding will be supported utilizing other grant funding [i.e., Florida Department of Economic Opportunity (DEO)], and /or Village General Fund allocation.

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

If approved, project bidding and selection are expected to be complete by the end of January 2024 with installation expected to begin by Spring 2024 with expected completion by July 2024.

The Planning & Zoning Board will consider the proposed project during their March 14, 2023 meeting for further public consideration (and assumed support).

The proposed project application was prepared by the Assistant Village Manager and reviewed by the Assistant Public Works Director.

Fiscal Impact: The proposed FY24 CDBG allocation for the Village is estimated to be \$120,818 and is requested to be approved to support the addition of streetlights along Lakewood Road, within the Village's CDBG Target Area. Additional Village funding will be included in the FY24 Budget (\$358,482) with a Village General Fund allocation.

Estimated FY 2024 CDBG Allocation	\$120,818
Anticipated Proposed FY 2024 Village General Fund Allocation	\$358,482
Proposed Project Funding	\$479,300

Estimated Engineering Services Cost	\$ 45,000
Estimated Equipment (Poles and Fixtures) Costs	\$ 85,000

Estimated Installation Cost - Street Lights (Military Trail to Kirk Road)	\$349,300
Total Preliminary Project Budget	\$479,300

14. **Equipment Purchase - Cooperative Purchase - Utilities Department (FY23 Budget Funded):** Motion to approve a Cooperative Agreement with the Sheriffs' Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA20-EQU 18.0 – Heavy Equipment – April 22, 2020) to purchase one (1) Vac-Con VecJet for \$85,306.00 from Southern Sewer Equipment Sales. Funds to support the proposed purchase are available within the FY 2023 Approved Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Staff recommends utilizing cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarding one (1) Vac-Con VecJet to ensure the lowest price possible. During the month of October 2020, the Sheriff's Association & Florida Association of Counties completed a competitive selection process for heavy equipment (Bid No. FSA20-EQU18.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2023 Budget, the Village Council approved the purchase of one (1) new jet machine (Vac-Con VecJet) for \$75,000.00. However, the Utilities Department obtained a bid for \$85,306.00 from the County Sheriffs' Association and Florida Association of Counties. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional \$10,306.00 at a later date.

If approved, the Village would accept Southern Sewer's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2023.

In accordance with Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this purchasing code. The Council must approve all Village purchases from a cooperative purchasing agreement which is anticipated to have a total value of more than \$35,000.00.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal.

The vendor has previously provided quality products and services to the Village.

Fiscal Impact: Funds to support this proposed equipment purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

15. **Greenbrier Drive and Davis Road Improvements (Task Order No. 314) - Work Authorization CM-S03 Professional Engineering Services- Public Works Department (FY 22/23 Budget Funded) - Chen Moore & Associates, Inc.:** Motion for approval of Work Authorization CM S03 (Task Order #314) with Chen Moore & Associates, for \$40,280 to design Greenbrier Drive and Davis Road Intersection Improvements. Funding to support the Work Authorization for the Greenbrier Drive and Davis Road Improvements project is available within the FY23 - General Fund Budget.

Staff: Timothy Crespo, Assistant Public Works Director

SUMMARY: The Public Works Department request approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for Greenbrier Drive and Davis Road Intersection Improvement Project (Task Order No. 314). Greenbrier Drive and Davis Road Intersection have been identified for improvements that will enhance traffic and pedestrian safety as well as improve the aesthetic features and characteristics of the Village. The proposed improvements would be the initial project within the Village to provide additional vehicular and pedestrian safety opportunities within our residential community while also providing an opportunity to continue the Village's branding efforts.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to design the Greenbrier Drive and Davis Road Intersection Improvements project to be completed by Chen-Moore & Associates, the Village's contracted engineering firm. The tasks and associated costs for the professional engineering services to complete this project are as follows:

Work to be Completed	Total
Data Collection	\$11,360
Conceptual Design	\$12,570
90% Design	\$15,550
Reimbursable	\$ 800
TOTAL	\$40,280

Note: Phase 2 of the project will be added to the FY24 Budget for an amount of \$59,839 if approved.

Work to be Completed	Total
Data Collection	\$ 9,359
100% Design	\$16,220
Permitting	\$ 2,930
Bid and Award	\$ 6,240
Construction Services	\$25,090
TOTAL	\$59,839

The suggested design work is estimated to take about seven (7) months from the date the Work Authorization is authorized to Chen-Moore & Associates (August/September 2023). Construction is expected to begin in FY24.

The staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 314) with Chen-Moore & Associates for an amount not-to-exceed \$40,280 for professional engineering services related to the Greenbrier Drive and Davis Road Intersection Improvements for FY 2023.

Chen-Moore & Associates prepared the proposed work authorization, which was reviewed by the Village Attorney, Assistant Public Works Director, Assistant Village Manager, and Finance Director.

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 23 Budget with an administrative transfer within Public Works. Next year, Phase 2 and construction will be added to the FY 24 Budget.

16. **Work Authorization CM-S03 Professional Engineering Services - Greenbrier Drive Gateway Improvements (Task Order# 314) - Public Works Department (FY 22/23 Budget Funded) - Chen Moore and Associates.** Motion for approval of (Task Order #314) Work Authorization CM - S03 with Chen Moore & Associates for \$47,942 for design services at Greenbrier Drive Gateway Entrance Project. Funding to support Work Authorization is available within the FY 2023 - General Fund.

Staff: Timothy Crespo, Assistant Public Works Director

SUMMARY: The Public Works Department is requesting approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for the Greenbrier Drive Gateway Entrance Project (Task Order No. 314). If approved, this proposed project/improvements would be the initial project within the Village to provide an enhanced look at the entrance of the historic Village while also providing an opportunity to continue the Village's branding efforts.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to design the Greenbrier Drive Gateway Entrance project to be completed by Chen-Moore, 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>Total</u>
Data Collection	\$13,632
Conceptual Design	\$16,810
90% Design	\$16,700
Reimbursable	\$ 800
TOTAL	\$47,942

Note: Phase 2 will be added to FY24 for the amount of \$62,129 if approved.

<u>Work to be Completed</u>	<u>Total</u>
Data Collection	\$9,359
100% Design	\$16,220
Permitting	\$5,220
Bid and Award	\$6,240
Construction Services	\$25,090
TOTAL	\$62,129

The proposed design work will take approximately seven (7) months from the date the Work Authorization is authorized to Chen-Moore (August/September 2023). In FY24, construction is projected to begin.

Staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 314) with Chen-Moore in the Not-to-Exceed amount of \$47,942 for professional engineering services related to the Greenbrier Drive Gateway Improvements in FY23.

The proposed work authorization has been prepared by Chen-Moore and reviewed by the Village Attorney, the Assistant Public Works Director, Assistant Village Manager, and the Finance Director.

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 2023 Budget with a transfer from Parks and Recreation to Public Works. Phase 2 will be started once approved in 2024 and construction will be added to the FY24 Budget.

17. **Change Order No. 2 & Closeout - Main Water Treatment Plant SCADA System Upgrade (Task Order No. 227) - Utilities Department (FY 2023 Budget Funded - Water & Wastewater Enterprise Fund) - Revere Control Systems, Inc.:** Motion to approve the final reconciliation of Change Order No. 2, for Task Order No. 227, which was approved on May 13, 2021, for the SCADA System Improvements for the Main Water Treatment Plant. A credit will be issued to the Village in the amount of \$17,804.00 and a 288-day time extension. Construction work is complete and, if approved, the contract will be closed.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: On May 13, 2021, the Council approved Task Order No. 227 with Revere Control Systems, Inc. for the SCADA System Improvements at the Main Water Treatment Plant for \$866,000.00. The project involved the installation of new control panels and SCADA computers, network improvements, SCADA software upgrades, programming, electrical wiring, and site restoration.

The work started on the project on August 9, 2021, and was substantially completed and inspected on January 19, 2023, 258 days behind schedule. All punch list items were addressed following the initial walkthrough.

The awarded contract provided a \$50,000.00 contingency allowance for a replacement network rack, additional fiber cables, panel modifications, and the transfer of existing wells and lift stations into the new SCADA program. In total, \$32,196.00 of the contingency allowance was used.

The Village's contracted engineer, Eckler Engineering, and the Utilities Department are recommending approval for a final reconciliation change order (Change Order No. 2) for \$17,804.00 credit to the Village and a 288-day time extension.

The proposed reconciliation Change Order No. 2 was prepared by Revere Control Systems, Inc. and reviewed by the Village's Contract Engineer, Utilities Director, Assistant Utilities Director, and Finance Director.

Fiscal Impact:

Work to be Completed	Contract Amount	Contract Time
Original Contract Amount	\$866,000.00	300 Days
Change Order No. 2	(\$17,804.00)	+ 288 Days
Final Revised Contract Amount	\$848,196.00	588 Days

If approved, the revised total construction cost of the Main Water Treatment Plant SCADA System Upgrade Project within Task Order No. 227 will be \$848,196.00 and the total contract time will be 588 days. No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed.

Funding to support the Main Water Treatment Plant SCADA System Upgrade Project (Task Order No. 227) was provided by the Water & Wastewater Enterprise Fund.

18. **Amendment No. 1 - Davis Road Stormwater Improvements (Task Order #291 - Work Authorization CM-S01.1) - Public Works Department (FY 2023 Budget Funded - Stormwater Enterprise Fund - ARPA Funded) - Chen Moore & Associates, Inc.:** Motion for approval of Amendment No. 1 (Task Order No. 291) for Davis Road Stormwater Improvements, WA #CM- S01, to Chen Moore & Associates, Inc. to include additional services to assist in grant compliance and procurement in a not-to-exceed amount of \$15,000. Funding to support the Davis Road Stormwater Improvements project (Task Order No. 291) was provided by the Stormwater Enterprise Fund with ARPA funding.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: On April 8, 2021, the Village Council approved Task Order #291 with Chen Moore & Associates, Inc., for professional engineering services for the Davis Road Stormwater Improvements project located on Davis Road between Canal L-11 and 10th Avenue North.

The Public Works Department is recommending approval of Amendment No. 1 to Task Order #291 (Work Authorization CM-S01.1) for Chen Moore & Associates, Inc. to provide additional services to meet compliance and procurement of federal grants for this project. The project is currently funded through ARPA funds and the Village is looking for additional grant funding to support this project. In addition, due to funding source requirements, other permits may be required through the Army Corps of Engineers which Chen Moore is aiding the Village in obtaining.

Note: The additional federal funding being procured will only reimburse funds for work performed from the date of grant approval going forward and the project has been designed to be 100% planned and is ready to go out to bid once grant approval is obtained.

The Public Works department is recommending an amendment to Work Authorization No. CM-S01 for Task Order #291 (Amendment #1 - WA No. CM-S01.1) for the not-to-exceed amount of \$14,940. The proposed tasks and associated costs are as follows:

<u>Item</u>	<u>Contract Amount</u>
Original Contract Amount (Tasks #1-7)	\$166,747.00
Amendment #1 (Task #8)	<u>\$14,940.00</u>
Revised Contract Amount	\$181,687.00

If approved, the revised total engineering cost for design, bidding, and construction services for the Davis Rd Stormwater Improvements Project within Task Order #291 will be increased by **\$14,940** to \$181,687.00.

The proposed Amendment No. 1 was prepared by Chen Moore & Associates, Inc. and reviewed by the Assistant Village Manager, the Village Attorney, the Assistant Public Works Director, the Village Project Manager, and the Finance Director.

Fiscal Impact: Funding to support the Davis Road Stormwater Improvements Project (Task Order No. 291) was provided within the Stormwater Enterprise Fund by way of ARPA Funding:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2023 Approved Funding - Stormwater Enterprise Fund (ARPA Funded):	<u>\$1,600,000.00</u>
Total Approved Funding	\$1,600,000.00
<u>Expected Project Costs:</u>	<u>Amount</u>
Project Costs - Design & Engineering - Stormwater Enterprise Fund (TO #291):	\$ 4,497.50
Projected Costs - Design & Engineering - Stormwater Enterprise Fund (TO #291):	\$ 59,931.14
Total Expected Project Costs	\$ 64,428.64

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 the proposed costs above the budgeted amount will be completed within the Stormwater Enterprise Fund at a later date, if necessary.

19. **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.:** Motion for approval of Change Order No. 1, for Task Order No. 284 with Eckler Engineering, Inc. for the amount of 400,700. for an amendment to the contract for an extension of 89 days. Due to supply chain issues, the original contract time was 300 days, and now will be completed in 389 days.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: On March 10, 2022, the Village Council approved Task Order No. 284 with Eckler Engineering, Inc. for Pump Station SCADA Upgrades for the amount of \$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.

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>
Original Contract Amount	\$400,700
Original Contract Time	300 days
CO No. 1	89 days
Revised Contract Amount/Time	389 days

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.

20. **Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Storm Water Utility Systems – Piggyback – Utilities Department (FY 2023 – Water & Sewer Enterprise Fund) – Madsen-Barr Corporation:** Motion for approval of a Piggyback Agreement with Madsen Barr Corporation for general services and emergency repairs made to the Village's Water Distribution, Wastewater Collection, and Stormwater Systems on an "as-needed" basis. Under the Purchasing Code, Section 58-9 through a competitive selection process – Repairs and Emergency Services for Water Distribution,

Wastewater Collection, and Storm Water Utility Systems Bid No. 019-2821-19/IT – May 7, 2019. Funds for purchases under this proposed agreement are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: The Utilities Department, throughout the year, needs to seek the services of a qualified Contractor for general services and emergency repairs made to the Village's Water Distribution, Wastewater Collection, and Stormwater Systems on an "as-needed basis." The scope consists of emergency repairs of various sizes and material pipes for water distribution lines, gravity sewer mains, sewer force mains, stormwater conveyances, and concrete structures for wastewater and stormwater systems; the setup and monitoring of bypass pumping, dewatering systems; and restoration related to landscaping, asphaltting and concrete work required as needed. The work will be done at various locations throughout the Village and in extended service areas.

To ensure the lowest possible price, the staff recommended the Village piggyback the City of Boynton Beach's current contract and awarded Madsen-Barr Corp. This selection by the City of Boynton Beach was completed through a competitive selection process – Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Storm Water Utility Systems Bid No. 019-2821-19/IT – May 7, 2019.

If approved, the Village would accept Madsen-Barr Corporation's contract, including all terms, conditions, and pricing. The term of the proposed Agreement would expire on May 7, 2024, and may not be renewed. Therefore, the Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of the contract.

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

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

The Village has not worked with the proposed vendor but has received positive feedback from the City of Boynton Beach.

Fiscal Impact: Funding to support purchases under this proposed agreement is available within the FY 23 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.

21. **Amendment No. 5 - Agreement for Professional Services - Eckler Engineering - RFQ No. 2016R-002 - Eckler Engineering Agreements Assignment to CHA Consulting Inc. - Successor in Interest:** Motion to approve the assignment of RFQ No. 2016R-002 to CHA Consulting, Inc. On October 28, 2022, CHA Consulting, Inc., acquired the assets of Eckler Engineering, Inc.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: On April 6, 2016, the Village Council approved RFQ No. 2016-002 with Eckler Engineering for Professional Services.

On October 28, 2022, the assets of Eckler Engineering, Inc. (EEI) were acquired by CHA Consulting, Inc. Due to this acquisition, CHA is requesting the assignment of this active agreement between Eckler Engineering and the Village of Palm Springs.

As the services being rendered are for ongoing projects, it is the Village's recommendation to approve this amendment to assign the existing agreement with Eckler Engineering to CHA Consulting, Inc.

Fiscal Impact: There is no fiscal impact on the Village of Palm Springs as a result of this amendment.

22. **Amendment No. 2 - Agreement for Professional Services - Eckler Engineering - RFQ No. 2018R-002 - Eckler Engineering Agreements Assignment to CHA Consulting Inc. - Successor in Interest:** Motion for approval of RFQ No. 2018-002 and any active contracts with Eckler Engineering for professional services be reassigned to CHA Consulting, Inc.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: On September 13, 2018, the Village Council approved RFQ No. 2018-002 with Eckler Engineering for Professional Services.

On October 28, 2022, the assets of Eckler Engineering, Inc. (EEI) were acquired by CHA Consulting, Inc., an innovative, full-service engineering design, consulting, and construction management firm delivering sustainable, integrated solutions to the world's most challenging infrastructure projects. Due to this acquisition, CHA is requesting the assignment of this active agreement between Eckler Engineering and the Village of Palm Springs.

As the services being rendered are for an ongoing project, it is the Village's recommendation to approve this amendment to assign the existing agreement with Eckler Engineering to CHA Consulting, Inc.

Fiscal Impact: There is no fiscal impact on the Village of Palm Springs as a result of this amendment.

23. **Authorize Equipment Licensing Agreement for the Installation of License Plate Recognition (LPR) Cameras – Omnia Partners Contract Pricing - Police Department (FY 2023 Budget Funded):** Motion for approval for the Police Department to enter into a contract with Flock Safety (Flock Group, Inc.) to install 12 (twelve) License Plate Recognition (LPR) cameras/Systems. The total amount for the first 2 (two) years will be \$69,200.00. The LPRs will be placed in different locations throughout the Village in order to help with police related activities, including but not limited to identifying stolen vehicles, locating missing people, assisting with warrants, and helping solve crimes. Omnia Partners IT Products, Services, and Solutions base the licensing agreement.

Staff: Thomas Ceccarelli, Police Chief

SUMMARY: The Police Department is requesting to enter into a 24-month licensing agreement with Flock Safety (Flock Group, Inc.) for the purpose of installing 12 (twelve) License Plate Recognition (LPR) Cameras/Systems. The total amount to be expended in the first year is \$36,700 and \$32,500 in the second year.

Note: The Police Department will retain the option to add additional years to the purchase and/or cancel the agreement after the initial two-year period. Pricing for the licensing agreement is based on Omnia Partners IT Products, Services, and Solutions Contract No. 4400006644 that expires on October 31, 2023. Multiple departments across Florida have used this licensing agreement for the purchase and implementation of an LPR system.

The Department will place the LPR systems at strategic locations throughout the Village to assist with gathering intelligence information including, but not limited to, solving crimes, locating missing people, etc.

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

The proposed LPR equipment purchase was reviewed by the Police Chief, the Village Attorney, and the Finance Director.

Fiscal Impact: Funds are available in the Police Department's FY23 Budget.

24. **Temporary Use Permit - Storage Containers and Contractor Trailer - Palm Springs Residences - 2085 South Congress Avenue:** Motion for approval of a Temporary Use Permit for two (2) years with Ortega Construction Company to allow the placement of eight (8) contractor's containers and one (1) contractor's trailer on the property at 2085 South Congress Avenue that is currently being developed as a multi-family residential complex for the project associated with Palm Springs Residences.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Jeffry Esquivel from Ortega Construction Company ("Applicant") is requesting a temporary use permit to allow for the placement of eight (8) contractor's containers and one (1) contractor's trailer on the property that is being developed as a multi-family residential project located at 2085 South Congress Avenue. The applicant is requesting that the temporary units be utilized for additional storage to facilitate the construction of eleven (11) three-story, 24-unit apartment buildings and a 6,484 square feet clubhouse building.

On August 26, 2021, the Village Council approved a site plan with one waiver (SPR21-08) for this 264-unit apartment project.

The applicant requests a Temporary Use Permit for two years, which would permit the completion of the project.

Note: Section 34-895 - Village code - Temporary land use in zoning districts. - provides that the Village Council may grant approval for temporary, principal uses of land not specifically allowed by the zoning district. A temporary use permit may not exceed two (2) years and is not renewable.

The new residential development project is currently under construction, and this request appears to be needed to complete this construction project. As a result, staff recommend approval of the proposed two (2) year Temporary Use Permit to provide additional storage.

Fiscal Impact: The proposed request does not have a direct fiscal impact on the Village.

End of Consent Agenda....

Mayor Smith offered the public an opportunity to comment on Consent agenda items. There were no comments.

Council Member Ready made a motion for approval of the Consent Agenda as presented. Vice-Mayor Gunther seconded the motion. The said motion carried 5-0.

PRESENTATIONS**25. Proclamation - March as Florida Bicycle Month: Recognizing Florida Bicycle Month in the Village of Palm Springs March 2023.**

Staff: Kimberly Glas-Castro, Assistant Village Manager

Mayor Smith read the proclamation into the record. Ms. Valentina Facuse from the Transportation Planning Agency (TPA) was present to accept the proclamation. Ms. Facuse gave comments about Bicycle Month. She thanked the Council for their support and discussed the importance of bicycle safety and awareness.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to speak.

1. Johnny Tieche - 305 Wingedfoot Drive: Mr. Tieche complimented the staff on improvements made at the entranceway of the Village. He also mentioned the speed deterrents placed throughout the Village by the Police Department. He appreciated the efforts of the Police Department to enforce speed limits.

Hearing no further comments, Mayor Smith closed the Public Comments.

REGULAR AGENDA**26. (ADDENDUM) Appointment to the General Employees' Pension Board:**
Motion for the approval of an appointment to the General Employees' Pension Board.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: There are five members on the General Employees' Pension Board, including two active employees, a resident of the Village or a business owner elected by a majority of the voting participants in the active employee pension plan, who will serve for four (4) years as a trustee. A Village Council member serving as ex officio for the duration of their membership in Council, or at the Council's pleasure.

The General Employees' Pension Board has a vacancy following the resignation of Council Member Patti Waller on March 9, 2023. She serves on the General Employees' Pension Board as an ex- officio member. To fill the vacancy on the Board, the Village Council is requested to appoint a member.

All vacancies on the General Employees' Pension Board will be filled if approved.

The Village Clerk, Ms. Wynn, presented this item. She explained that the General Employees' Pension Board consists of 5 members. There was a vacancy with the

resignation of Council Member Waller due to personal reasons. The position to get filled is *ex officio*. Mayor Smith explained further that meetings are held quarterly, generally during the day.

Council Member Waller made a motion to nominate Mayor Smith to serve on the General Employees' Pension Board as the *ex officio* Member. Vice-Mayor Gunther seconded the motion. The said motion carried 5-0.

Fiscal Impact: There is no direct impact on the fiscal budget.

PUBLIC HEARINGS

27. **(Quasi-Judicial Hearing) Resolution No. 2023-06 - Light Industrial Planned Development Site Plan (SPR23-01)- Collection Suites Palm Springs - 874, 884, and 964 South Congress Avenue:** Motion to approve Resolution No. 2023-06, an application with conditions for a Light Industrial Planned Development Site Plan (SPR23-01), submitted by Mr. Javier Fernandez from Astrax LLC, agent for Collection Suites Palm Springs ("Applicant"), to allow the development of a warehouse/self-storage building of 79,350 square feet, along with an Indoor Athletic Court of 36,054 square feet on 7.313 acres (composed of three parcels). Additionally, there will be 19 condominium units built. The Applicant also requests approval of six (6) waivers and one variance (PSV23-01) for Collection Suites Palm Springs located at 874, 884, and 964 South Congress Avenue. The proposed development will enhance assessments. The Palm Springs Community Redevelopment Agency (CRA) – Congress Avenue District, and redevelopment would increase Tax Increment Financing (TIF) revenues.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Javier Fernandez from Astrax LLC, agent for Collection Suites Palm Springs ("Applicant"), is requesting a Site Development Plan (SPR23-01) approval to allow the development of a 79,350 square foot warehouse/self-storage building along with an existing 36,054 square foot Indoor Athletic Court on 7.313 acres (comprised of three parcels) generally located at 874, 884 & 964 South Congress Avenue.

Note: To achieve this development, the applicant requested a Future Land Use Amendment to the Future Land Use Map (FLUM) as well as a Rezoning to change the land use from Commercial to Light Industrial and from Commercial General (CG) to Light Industrial (LI). These requests were granted by the Village Council on February 9, 2023.

On July 13, 2017, the Village Council adopted Resolution No. 2017-17, approving a site plan and concurrently a Special Exception use with four waivers to permit the development of a 6,800- square-foot restaurant, 25,928 retail building, and 36,000 square feet of an indoor athletic court. While the indoor athletic court was

completed, the balance of the project was never executed.

Currently, the applicant is seeking to develop the site to facilitate the construction of a 79,350- square-foot warehouse/self-storage building called the "Collection Suites Palm Springs." The project will contain approximately nineteen (19) condominium units ranging in size from 3,206 square feet to 8,343 square feet, complemented by a 5,256 square feet clubhouse, 1,283 square foot office, and related support spaces.

Note: The Village Code - Section 34-1063(c) Waivers- provides that waivers may be granted by the Village Council following an advisory recommendation by the Planning and Zoning Board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of planned development.

The applicant is requesting six (6) waivers for the proposed site plan:

1. Relief from Sec. 34-863 (6) to allow a reduction in the required setback along South Congress Avenue from the required 30' to 25' at its narrowest point.
2. Relief from Sec. 34-863 (9) to allow a reduction in the required setback along Holly Road from the required 30' to 20' at its narrowest point.
3. Relief from Sec. 34-863 (10) to allow a reduction in the required setback along Northeast (abutting residential lots) from the required 75' to 39'8"
4. Relief from Sec. 34-896 (d) to allow twelve (12) special events each calendar year (more than four (4) allowed per Code).
5. Relief from Sec. 34-162(b)(5) to allow the reduction of the landscape buffer from the required 15' to 10' wide buffer along S Congress Avenue.
6. Relief from Sec. 34-162(f) to allow 100% landscape overlap of the utility easement adjacent to S Congress Avenue.

Additionally, the applicant is requesting one (1) variance:

1. **(PSV23-01)** - Request to allow extended hours of operation to permit unit owners and their guests to use their individual units 24 hours a day. However, no commercial business activity will occur during the extended hours of operation (Provides relief from Section Sec. 34-891 (2) that restricts hours of operations from 7 am to 11 pm).

The Planning and Zoning Board considered this item during their January 10, 2023 meeting and recommended approval.

The Planning, Zoning & Building Staff does not object to the Light Industrial Planned Development Site Plan and recommends conditional approval.

Fiscal Impact: The proposed development will enhance the village's assessed property valuation. This property is located within the Palm Springs Community Redevelopment Agency (CRA) - Congress Avenue District and redevelopment

would result in increased tax increment financing (TIF) revenue.

The Village Clerk read the statement of the advertisement on the record and swore in the applicants and staff. Mayor Smith asked the Council to disclose ex parte communication. There was none.

Ms. Cabrera presented the Staff presentation for the record. She explained that the project is a light industrial planned site development that will consist of nineteen condominium units located at 874, 884, and 964 South Congress Avenue. The Developer, Mr. Fernandez, wants to develop a 79,350 square foot warehouse in conjunction with an existing 36,054 square foot indoor athletic court on 7.313 acres of property to house fine collectibles. In addition, Mr. Fernandez would like to extend his hours of operation to 24 hours per day.

Mayor Smith called for the applicant to present his testimony. Mr. Fernandez presented his testimony. He provided the Council with a handout (entered into the record). He discussed the amenities of the project and gave background about the project. Mr. Fernandez accepts the staff recommendations of FPL that landscaping must be approved at the time of permitting, fence details must be submitted with the building permits, and that the bus shelter must be architecturally consistent with the building at the time of permitting.

Mayor Smith offered the Council and public an opportunity to speak and ask questions.

The Council questioned Mr. Fernandez about proposed security measures and how traffic would be monitored. Mr. Fernandez explained that clients are required to provide advance notice to allow proper preparations. The warehouse has showers and clients can eat at the location; however, they are not permitted to stay overnight. The area is closely monitored.

Public Comment

1. Johnnie Tieche 305 Winged Foot Drive - Mr. Tieche stated that this project went before the Planning and Zoning Board and was favored.

Hearing no further comment, Mayor Smith closed this session.

The Village Attorney, Mr. Torcivia, read the title of the caption on the record.

Mayor Pro Tem Brinkman made a motion for approval of Resolution No. 2023-06. Council Member Waller seconded the motion. The said motion carried 5-0.

28. (First Reading) 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. Congress Avenue CRA Corridor (east of South Congress Avenue, west of South Florida Mango Road, and north of Forest Hill Boulevard) is where the property is located. With an assessed value of \$323,468, the property contributes to the village's overall value.

Staff: Iramis Cabrera, PZB Director

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 sq ft 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 is being presented for 1st reading and, if approved, will be presented to the Village Council for consideration on the 2nd and final reading on April 13, 2023.

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.

The Village Clerk read the statement of advertisement on the record. Ms. Cabrera presented Ordinance No. 2023-02. She explained this is a Voluntary Annexation for 2873 Forest Hill Boulevard. The 0.3013 acre property is currently being developed with a 2,400 sq ft. 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 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.

Mr. Geoffrey Jarvis, CEO of Mint Eco Car Wash, Josh Nicols with Schmidt and Nichols Planners and Vito Monteleone, President/Co-Owner of Mint Eco Car Wash were present and gave testimony on the project. Mr. Jarvis talked about the fourteen principles of Mint Eco Car Wash and the benefits of their business to the community. He offers a service that is eco-friendly. Mr. Jarvis discussed employment benefits and promotion from within. Mr. Jarvis offers customer lobbies that are designed like spas instead of canopies. He mentioned he also does a lot of community outreach, especially with schools and organizations. The business is built with a blend of traditional and new car wash.

Mayor Smith offered the Council an opportunity to ask questions.

Council Member Ready wanted to know the largest vehicle the car wash could accommodate. Mr. Jarvis said it was a Dually truck. The average wait time for a car to get washed is 5-20 minutes.

Mr. Nichols further discussed the enhancements the car wash offered.

Mr. Jarvis addressed the neighborhood concerns with another carwash in the community. He gave several dates when he walked the neighborhood and talked to residents. For the residents that were not home, they left business cards. He discussed car stacking, parking, and traffic concerns. He talked about excessive speed and getting speed bumps installed if Palm Beach County agreed and approved. He confirmed that Clear Channel would remove the billboard no later than May 2023. There is a tire store in the area that is not in good condition. He discussed the safety issues involved and the installation of cameras for security. There are motion sensor cameras and ropes.

Council Member Ready asked about Brownfields. Mayor Pro Tem Brinkman asked about Community Redevelopment Agency (CRA) benefits. Ms. Cabrera explained that this property could not be included in the CRA area because the parcels did not qualify. Council member Ready also wanted to know how many employees were at the location. There are twenty- five employees during the season. He encourages carpooling and biking from employees.

Johnnie Tieche - 305 Winged Foot Drive Mr. Tieche stated his support for the project. The Village Attorney, Mr. Torcivia, read the title of the caption on the record.

Council Member Ready made a motion for the approval Ordinance No. 2023-02. Mayor Pro Tem Brinkman seconded the motion. The said motion carried 5-0.

29. **(First Reading/Quasi-Judicial Hearing) Ordinance No. 2023-03 - Land Use and Rezoning (Small-Scale) - 2873 Forest Hill Boulevard:** Motion for the 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. As part of the Congress Avenue District of the Palm Springs Community Redevelopment Agency (CRA), 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

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 (LPA) will consider the proposed ordinance during their March 9, 2023 meeting and their recommendation will be provided to the Village Council.

The proposed ordinance is being presented for the 1st 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.

30. **(First 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: Kimberly Glas-Castro, Assistant Village Manager

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 proposed ordinance was also reviewed by the Village Attorney and PZ&B Director.

The Planning & Zoning Board considered the proposed ordinance at its February 14, 2023, meeting and recommended approval.

The proposed ordinance is being presented on the first reading and, if it is recommended for approval, will be presented on the 2nd and final reading by the Village Council on April 13, 2023.

Fiscal Impact: The proposed ordinance does not have a fiscal impact on the Village.

Ms. Glas-Castro introduced Ordinance No. 2023-04. She explained that this is a housekeeping ordinance.

Mayor Smith offered the public an opportunity to speak on Ordinance No. 2023-04. There were no comments.

The Village Attorney, Mr. Torcivia, read the title of the caption into the record.

Vice-Mayor Gunther made a motion for the approval of Ordinance No. 2023-04. Council member Ready seconded the motion. The said motion carried 4-1 (Mayor Smith dissenting).

31. **(First 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: Kimberly Glas-Castro, Assistant Village Manager

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 for the availability of electric vehicle charging stations for residents and visitors to 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 twenty-five (25) parking spaces that enter into either a

site plan or site plan amendment process are subject to the following:

A. Four 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 proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Planning, Zoning & Building Department and by the Village Attorney.

The proposed ordinance was considered by the Planning & Zoning Board and recommended for approval with minor revisions at its February 14, 2023 meeting.

The proposed ordinance is being presented on the first reading and, if it is recommended for approval, will be presented on the 2nd and final reading by the Village Council on April 13, 2023.

Fiscal Impact: Amending the Land Development Regulations to add a new section does not have a direct fiscal impact on the Village.

Ms. Cabrera introduced this item. She discussed the changes to the Electric Vehicle Charging (EVC) Infrastructure. Mayor Smith offered the Council an opportunity to speak on Ordinance No. 2023-05.

The Council asked about the difference in the EVC types. There was discussion on current business model trends and the timeframe for implementation. Mayor Smith offered the public an opportunity to speak on Ordinance No. 2023-05.

Mr. Johnnie Tieche - 305 Winged Foot Drive - asked if there were changes to the bollard (sp?). The Village Attorney, Mr. Torcivia, read the title of the caption into the record.

Council Member Waller made a motion for the approval of Ordinance No. 2023-05. Mayor Pro Tem Brinkman seconded the motion. The said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

The Village Clerk, Ms. Wynn, mentioned on the record that there was a change to one of the polling locations for the March 14th Election from Oasis Church to the Public Library.

VILLAGE COUNCIL COMMENTS

Council Member Ready disclosed that he gave his report of events to the Village Clerk prior to the meeting. He also asked about the status of the repair of Davis Bridge.

Mr. Mike Wood, Superintendent of Public Works, discussed the status. He explained there were actually two accidents that occurred near the bridge (one a direct hit). The Village is in the process of getting the damage assessed by an engineer. The age of the bridge may require more extensive work to take place which will require the Village to go out to bid.

Council Member Waller thanked everyone for the opportunity to serve on the General Employees' Pension Board. She said that Lakeside Condominium Association wanted to be more involved with the Village.

Mayor Pro Tem Brinkman reported that she was monitoring Senate Bill 102. The bill relates to Affordable Housing with regards to density and height.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:11 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **March 9, 2023**. Which minutes were formally approved and adopted by the Village Council on **May 11, 2023**

Submitted by

Kimberly M. Wynn
Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, APRIL 13, 2023, AT 6:30 PM**



**VILLAGE HALL- COUNCIL CHAMBERS
VILLAGE OF PALM SPRINGS
226 CYPRESS LANE PALM SPRINGS, FL 33461
MARCH 28, 2023 AT 6:00 PM
MEETING MINUTES**

CALL TO ORDER

Mayor Smith called the Village Council Regular Meeting to order at 6:00 PM.

1. **Resolution No. 2023-15 Certification of the 2023 Uniform Municipal Election**

Results: Motion to approve Resolution 2023-15 to certify the 2023 Municipal Election Results declaring incumbents Patti Waller and Joni Brinkman re-elected to District 2 and District 4, respectively.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Code of Ordinances section 3.02 states that an elector may hold office as a Village Council Member or Mayor if they have resided in the Village for at least one (1) year since the date of qualification, is eighteen (18) years of age or older, and is registered as a voter in Palm Beach County. Candidates for Council and Mayor positions shall qualify according to this constitution. The Village Clerk shall act as a judge during the election.

Council Member Seat 2 and Council Member Seat 4 were eligible for election.

One candidate, incumbent Patti Waller, qualified for Council Member District 2 - there were no opposing candidates. Under Section 5.06 of the Village of Palm Springs Charter and Florida Statutes Chapter 101.151(6), unopposed Council Members are deemed to have voted for themselves and are certified as of the election.

The Village Clerk certified that two candidates qualified for Council Member District 4:

1. Joni Brinkman
2. Alberto Jordat, Jr.

On March 14, 2023, the Village of Palm Springs held its Uniform Municipal Election for all registered voters. Voters were allowed to vote for a District 4 Council Member at their assigned polling location. Palm Beach County's Supervisor of Elections (SOE) office announced the following official results:

1. Joni Brinkman - 288 votes (68.41%)
2. Alberto Jordat, Jr. - 133 votes (31.59%)

The Village Council is requested to approve Resolution No. 2023-15, to accept the 2023 Municipal Election Results.

Mayor Smith offered the public an opportunity to speak on Resolution No. 2023-15. There were none.

Council Member Ready made a motion to approve Resolution No. 2023-15. Council Member Ready seconded the motion. The said motion carried 4-0.

2. **Administering the Oath of Office for Elected Council Members:** The Village Clerk will administer the Oath of Office to Council Member Patricia "Patti" Waller (District 2) and Council Member Joni Brinkman (District 4) to serve a four-year term that expires March 2027.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Clerk will administer the Oath of Office and swear in Council Members Joni Brinkman and Patricia "Patti" Waller. They will serve four (4) year terms that will expire in March 2027.\

The Village Clerk, Ms. Wynn, administered the oath of office to re-elected Councilmembers, Patti Waller (District 2) and Joni Brinkman (District 4).

Fiscal Impact: Fiscally, there is no impact.

3. **Resolution No. 2023-16 Appointing a Vice-Mayor & Mayor Pro-Tem for 2023-2024:** Motion for approval of Resolution No. 2023-16 to appoint a Vice-Mayor and Mayor Pro Tem for 2023- 2024, and providing for an effective date.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Section 3.05(a) of the Village Charter requires the nomination and appointment of a Vice-Mayor and Mayor Pro-Tem from among its Council Members at their first Regular Council meeting following the election.

The Vice-Mayor and Mayor Pro-Tem will hold office until March 2024, or until the election results are certified.

Likewise, the Vice-Mayor is the Co-Chair of the Community Redevelopment Agency (CRA) Board.

The Village Council is requested to nominate a Vice-Mayor and Mayor Pro Tem who will serve one- year terms until March 2024.

Council Member Ready made a motion to appoint Joni Brinkman as Vice-Mayor, and Patti Waller as Mayor Pro Tem. Mayor Smith passed the gavel, and seconded the motion. The said motion carried 4-0.

Fiscal Impact: There is no direct fiscal impact on the Village.

ROLL CALL

At this point the Village Clerk made a Roll Call.

Present: Vice-Mayor Joni Brinkman, Mayor Pro Tem Patti Waler, Council Member Gary Ready, Council Member Doug Gunther

Absent: Council Member Doug Gunther

Also Present: Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Police Chief, Thomas Ceccarelli, as Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Planning, Zoning and Building Director Iramis Cabrera, Interim Director of Parks and Recreation and Library Services Jossie Maliska and Utilities Director Jimmie Johnson.

INVOCATION

The Village Manager, Mr. Bornstein, led the Invocation.

PLEDGE OF ALLEGIANCE

The Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no modifications to the agenda.

CONSENT AGENDA

4. **Utility Relocation at Forest Hill Boulevard and Military Trail - Work Authorization (Task Order No. 303) - Work Authorization No. MB-U001 Utilities Department (FY2023 - Water & Sewer Enterprise Fund) - Madsen-Barr Corporation:** Motion for approval of Work Authorization (Task Order No. 303) with Madsen-Barr Corporation for emergency repairs of water distribution lines, gravity sewers, sewer force mains, stormwater conveyances, and concrete structures. In addition to setting up and monitoring bypass pumps and dewatering systems, landscaping, asphaltting, and concrete restorations are required as needed. The work will be done in various locations in the Village and its extended service areas. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: The Florida Department of Transportation (FDOT) is undergoing a roadway project at Military Trail and Forest Hill Boulevard that requires the Village to relocate underground utilities that are in conflict with the roadway plans. The scope consists of emergency repairs of various sizes and material pipes for water distribution lines, gravity sewer main, sewer force main, stormwater conveyances, and concrete structures for wastewater and stormwater systems; the setup and monitoring of bypass pumping, dewatering systems; and restoration related to

landscaping, asphaltting and concrete work required as needed. The work will be done at various locations throughout the Village and in extended service areas.

If approved, the Village would accept Madsen-Barr Corporation's proposal in the amount of \$508,827 from the contract including all terms, conditions, and pricing therein.

To ensure the lowest possible price, staff recommended the Village piggyback the City of Boynton Beach's current contract and awarded Madsen-Barr Corporation. This selection by the City of Boynton Beach was completed through a competitive selection process – Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Storm Water Utility Systems Bid No. 019-2821-19/IT – May 7, 2019.

All original bid documents authorizing the initial piggyback with Madsen-Barr Corporation 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 relocation of underground utility service lines would be completed within 360 days from the date the work authorization is issued to Madsen-Barr Corporation by the Village.

The proposed project Work Authorization No. MD-U001 was prepared by Madsen-Barr Corporation and reviewed by the Utilities Director, Assistant Utilities Director, Finance Director, and the Village Attorney.

The Village has not worked with the proposed vendor but has received positive feedback from the City of Boynton Beach.

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.

End of Consent Agenda....

Mayor Smith offered the public an opportunity for public comment. There were no comments from the public.

Vice-Mayor Brinkman made a motion to approve the Consent Agenda, and it was

seconded by Mayor Pro Tem Waller. The said motion carried 4-0.

PRESENTATIONS

None

PUBLIC COMMENT

REGULAR AGENDA

None

PUBLIC HEARINGS

None

ACTIONS AND REPORTS

There were no Actions and Reports

VILLAGE MANAGER COMMENTS

There were no Village Manager comments.

VILLAGE COUNCIL COMMENTS

There were no Village Council comments.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:05 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **March 28, 2023**.

Submitted by

Kimberly M. Wynn
Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, APRIL 13, 2023 AT 6:30 PM
(IMMEDIATELY FOLLOWING THE CRA BOARD MEETING)**



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Administration

ITEM #5: Appointments to the Library Advisory Board

SUMMARY: Staff requests that the Village Council reappoint two members to the Library Advisory Board. The term for Ms. Karen Gebo and Mr. Rick Dirienzo will expire on May 14, 2023. No other applications were received.

Ms. Gebo and Mr. DiRienzo have submitted an application indicating their interest in remaining on the Board. Therefore, the staff recommended the reappointment of Ms. Gebo and Mr. DiRienzo to the Library Advisory Board as Regular member for a three-year term that expires May 14, 2026.

If the reappointments are approved, there will be no vacancies on the Library Advisory Board.

FISCAL IMPACT:

The proposed appointments do not have a fiscal impact on the Village.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Administration

ITEM #6: Reappointment to the Construction Board of Adjustment and Appeals

SUMMARY: The Village Council is requested to reappoint a member to the Construction Board of Adjustment and Appeals. Mr. Larry Cellon's term will expire on May 14, 2023.

Mr. Cellon has submitted an application indicating his interest in remaining on the Board. Therefore, the staff recommends the reappointment of Mr. Cellon to the Construction Board of Adjustment and Appeals for a three-year term that expires May 14, 2026.

If approved, the Construction Board of Adjustment and Appeals would have a vacancy for two (2) Regular Board Members.

FISCAL IMPACT:

The reappointment does not have a fiscal impact on the Village.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Administration

ITEM #7: Reappointment to the Planning & Zoning Board

SUMMARY: Staff request that the Village Council reappoint one member to the Planning and Zoning Board. The term for Mr. Peter Braun will expire on May 14, 2023.

Mr. Braun has submitted an application indicating his interest in remaining on the Board. Therefore, the staff recommended the reappointment of Mr. Braun to the Planning and Zoning Board as a Regular Member for a three-year term that expires May 14, 2026.

Note: On May 2, 2023, Mr. Larry Saingilus, Senior Alternate, resigned from the Board due to not living within the Village boundaries.

If the reappointment is approved, there will be a vacancy for a Senior and Junior Alternate Member on the Planning and Zoning Board remaining.

FISCAL IMPACT:

The reappointment does not have a fiscal impact on the Village.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Utilities

ITEM #8: Submersible Pump Purchase - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.

SUMMARY: The Utilities Department must replace eleven (11) aging wastewater pumps at liftstations throughout the Village's utility service area with submersible pumps. Failures and inefficiencies were noticed with the pumps that had to be replaced. It's anticipated that the Village will save money through reduced electricity, staff maintenance costs, etc., by upgrading the pumps to newer, more reliable, and efficient submersible pumps. Our utility customers will benefit from improved operational efficiency.

Note: To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors - PSI Technologies, Inc. (WILO), Hudson Pump & Equipment (Barnes), and Wastewater Solutions, LLC (Boesch) on June 9, 2022. This selection by the Village of Palm Springs was completed through a competitive selection process – Submersible Wastewater Pumps, Accessories, and Service (ITB No. 2022B-010 - March 31, 2022).

The Village agreed to each of the three vendors' terms, conditions, and pricing. The term of each contract is set to expire on June 9, 2025, with a renewal option to extend two additional one (1) year terms.

Through the existing agreement with PSI Technologies, the staff was able to obtain the following proposed cost for the purchase of eleven (11) submersible wastewater pumps:

<u>Item</u>	<u>Amount</u>
Padron Liftstation (1 Pump) PSI Technologies	\$4,650.00
Boater's World Liftstation (2 Pumps) PSI Technologies	\$18,800.00
Henthorne Liftstation (2 Pumps) PSI Technologies	\$19,960.00
Abby Road Liftstation (2 Pumps) PSI Technologies	\$25,600.00
Price Street Liftstation 9 (2 Pumps) PSI Technologies	\$25,600.00
Lake Clarke Gardens Liftstation (2 Pumps) PSI Technologies	\$27,200.00
Total	\$121,810.00

The approved FY 2023 Budget - Water & Sewer Fund included \$130,000 for the purchase of replacement liftstation pumps.

The proposed quotes were prepared by PSI Technologies and reviewed by the Utilities Supervisor, Utilities Director, Assistant Utilities Director, and the Finance Director.

The Village has worked with the proposed vendors previously, and they have provided excellent service and quality products.

FISCAL IMPACT:

Funds to support the proposed purchase are 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. Boaters World Quote - PSI Technologies
2. Henthorne Quote - PSI Technologies
3. Lake Clarke Gardens Quote - PSI Technologies
4. Price St. Quote - PSI Technologies
5. Padron LS Quote - PSI Technologies
6. Abby Park Quote - PSI Technologies



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

Boaters World LS – 10.2 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	02-28-23
Contact:	Stephen Michlik	Quote#:	TK0226-2023
Street:	2400 Kirk Rd.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 1.5 HP Electrical = 230V/3PH		
	Based on draw down test = 250 GPM @ 17' TDH		
2	Wilco pump model # FA10.51E-147/FK17.1-4/16KE - 4" Submersible Pump, 10.2 HP, 1740 rpm 230V / 3phase / 28.6 FLA - w/40' Power & Thermal Cable Only, 147 mm impeller, includes SS Lifting Bail	\$9,400.00	\$18,800.00
	Pump curve attached for reference		
	Lead Time / 3-4 weeks		
	Delivery Included		
	Total		\$18,800.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'



Customer :
Reference :

Pump Performance Datasheet

Wilo Quotation System 23.0.0

Item number	: 001	Size	: EMU FA10.51E with Motor
Service	:		FK17.1-4/16K-Ex
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.51E 1740
		Article Number	:
		Date last saved	: 28 Feb 2023 3:37 PM

Operating Conditions

Flow, rated	: 250.0 USgpm
Differential head / pressure, rated (requested)	: 17.00 ft
Differential head / pressure, rated (actual)	: 19.14 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1750 rpm
Impeller diameter, rated	: 5.79 in
Impeller diameter, maximum	: 7.68 in
Impeller diameter, minimum	: 5.79 in
Efficiency	: 57.60 %
NPSH required / margin required	: 6.58 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 2,221 / 8,487 US Units
MCSF	: 80.46 USgpm
Head, maximum, rated diameter	: 29.19 ft
Head rise to shutoff	: 58.19 %
Flow, best eff. point	: 308.3 USgpm
Flow ratio, rated / BEP	: 81.10 %
Diameter ratio (rated / max)	: 75.38 %
Head ratio (rated dia / max dia)	: 38.93 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids Diameter, required / pump max	: 0.00 in / 3.90 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

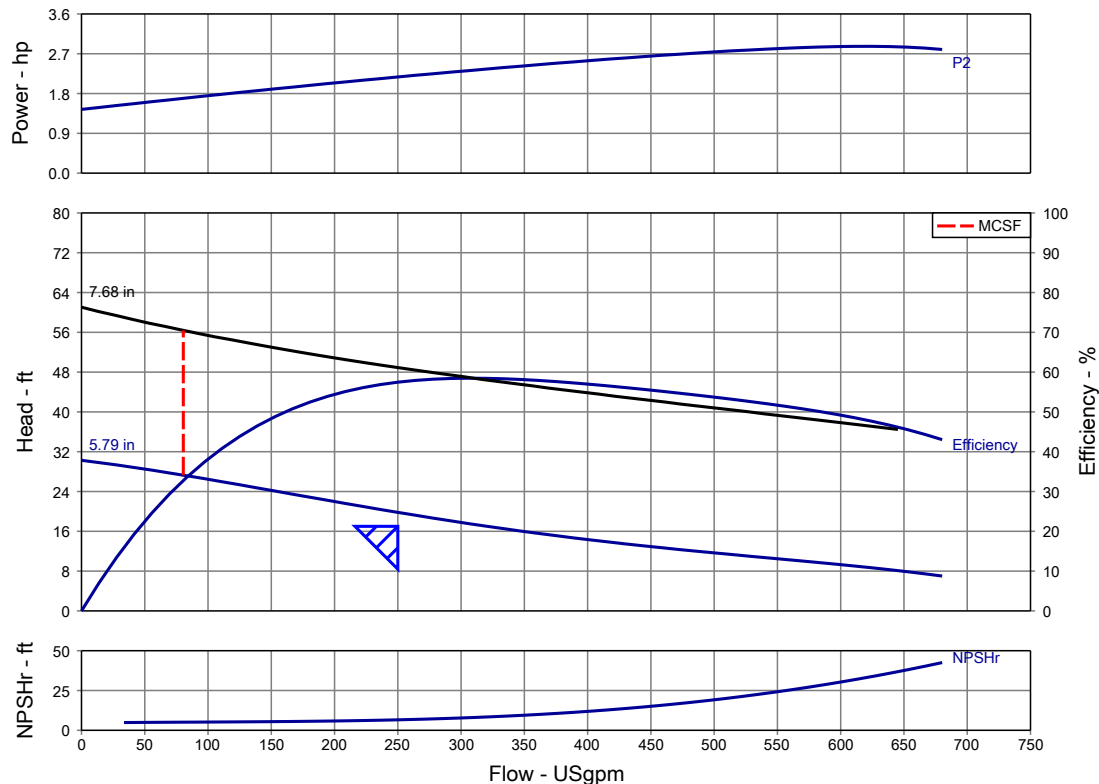
Material selected	: Standard
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Pressure Data

Maximum working pressure	: 12.63 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 1.21 hp
Power, rated	: 2.10 hp
Power, maximum, rated diameter	: 2.79 hp
Minimum recommended motor rating	: 10.20 hp / 7.61 kW

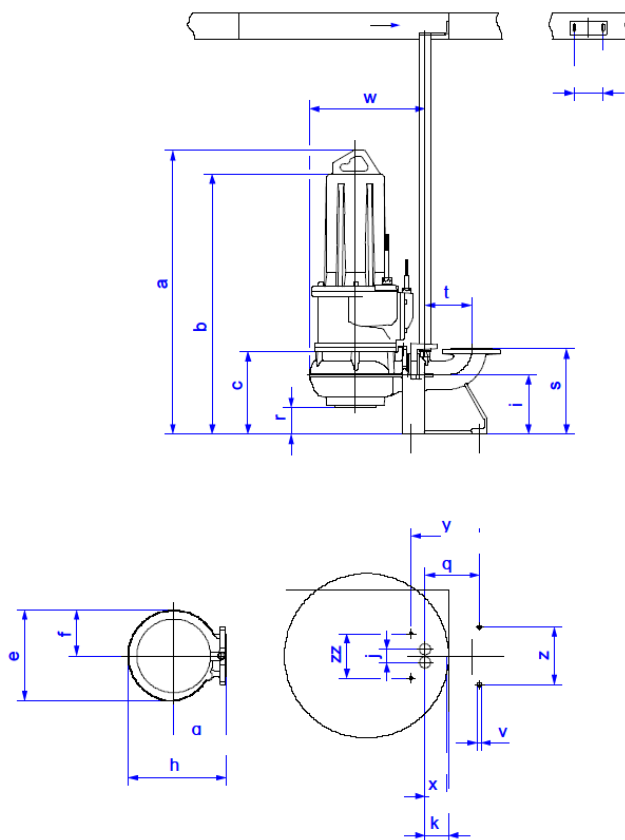


Construction Datasheet

EMU FA10.51E with
Motor FK17.1-4/16K-Ex

Customer	:	Quote Number	:	1085268
Customer Reference	:	Pump Size	:	EMU FA10.51E with Motor FK17.1-4/16K-Ex
Item Number	:	Stages	:	1
Service	:	Speed	:	1750 rpm
Quantity of Pumps	:	Date Last Saved	:	28 Feb 2023 3:37 PM
Duty Point Data		Weights		
Flow	:	Weight of Pump End	:	57.32 lb
Head	:	Weight of Motor	:	235.9 lb
Shaft Power	:	Weight of Unit	:	293.2 lb
Pump Efficiency	:	Driver Information		
Fluid	:	Motor Name	:	FK17.1-4/16K-Ex 10.2 HP
Speed	:	Motor Voltage	:	3/60/230V
Construction		Rated Power	:	10.20 hp
Installation Type	:	Rated Speed	:	1700 rpm
Free Passage	:	Power Input with Rated Power (P1)	:	13.01 hp
Suction Port	Pressure Rating	Current Input with Rated Power (FLA)	:	28.60 A
	Rated Diameter	Efficiency with Rated Power	:	78.00 %
	Standard	Cos Phi with Rated Power	:	0.86
Discharge Port	Pressure Rating	Cos Phi with Starting Power	:	0
	Rated Diameter	Starting Current, Direct Starting (LRA)	:	138.00 A
	Standard	Starting Current, Star-Delta	:	46.00 A
Materials		Starting Torque	:	0.81 hp/100 rpm
Material Combination Code	:	Inertia Moment	:	0.26 lb.ft2
Pump Housing	:	Max. Fluid Temperature	:	104.0 deg F
Impeller	:	Starts per Hour, Max.	:	15
Stationary Wear Ring	:	Degree of Protection	:	IP 68
Mobile Wear Ring	:	Selected Explosion Protection	:	FM
Suction Port	:		:	

General Arrangement Drawing



Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

Dimensions	
Well Type	Wet Pit
a	42.13
b	12.20
c	12.20
d	4.33
e	13.58
f	7.01
g	7.87
h	14.69
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.33
s	12.80
t	6.93
v	0.53
w	17.24
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.51E with Motor FK17.1-4/16K-Ex	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		
EMU FA10.51E with Motor FK17.1-4/16K-Ex		REV

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

Henthorne LS – 10.2 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	03-16-2023
Contact:	Stephen Michlik	Quote#:	TK0311-2023
Street:	2400 Kirk Rd.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 7.5 HP Flygt Electrical = 230V/3PH		
	Based on Station draw down test 450 GPM @ 30' TDH		
2	Wilco pump model # FA10.41E-203/FK17.1-4/16Kex - 4" Submersible Pump, 10.2 HP, 1740 rpm 230V / 3phase / 28.6 FLA - w/40' Power & Thermal Cable Only, 203 mm impeller, includes SS Lifting Bail	\$9,980.00	\$19,960.00
	Pump curve attached for reference		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		\$19,960.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Item number	: 001	Size	: EMU FA10.41E with Motor
Service	:		FK17.1-4/16K-Ex
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.41E 1740
		Article Number	:
		Date last saved	: 15 Mar 2023 8:24 AM

Operating Conditions

Flow, rated	: 550.0 USgpm
Differential head / pressure, rated (requested)	: 30.00 ft
Differential head / pressure, rated (actual)	: 30.00 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1695 rpm
Impeller diameter, rated	: 7.95 in
Impeller diameter, maximum	: 7.99 in
Impeller diameter, minimum	: 6.02 in
Efficiency	: 68.71 %
NPSH required / margin required	: 10.23 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 2,418 / 7,690 US Units
MCSF	: 185.1 USgpm
Head, maximum, rated diameter	: 57.75 ft
Head rise to shutoff	: 106.84 %
Flow, best eff. point	: 463.4 USgpm
Flow ratio, rated / BEP	: 118.69 %
Diameter ratio (rated / max)	: 99.51 %
Head ratio (rated dia / max dia)	: 96.66 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

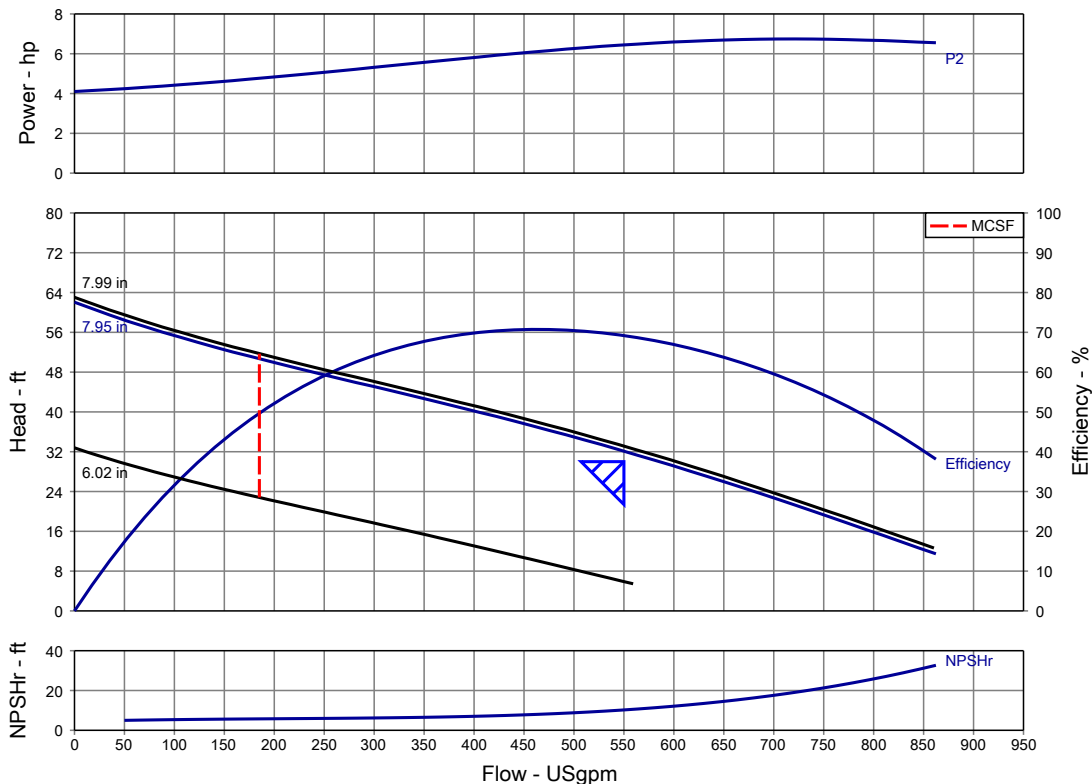
Material selected	: Standard
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Pressure Data

Maximum working pressure	: 24.99 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 4.17 hp
Power, rated	: 6.06 hp
Power, maximum, rated diameter	: 6.32 hp
Minimum recommended motor rating	: 10.20 hp / 7.61 kW

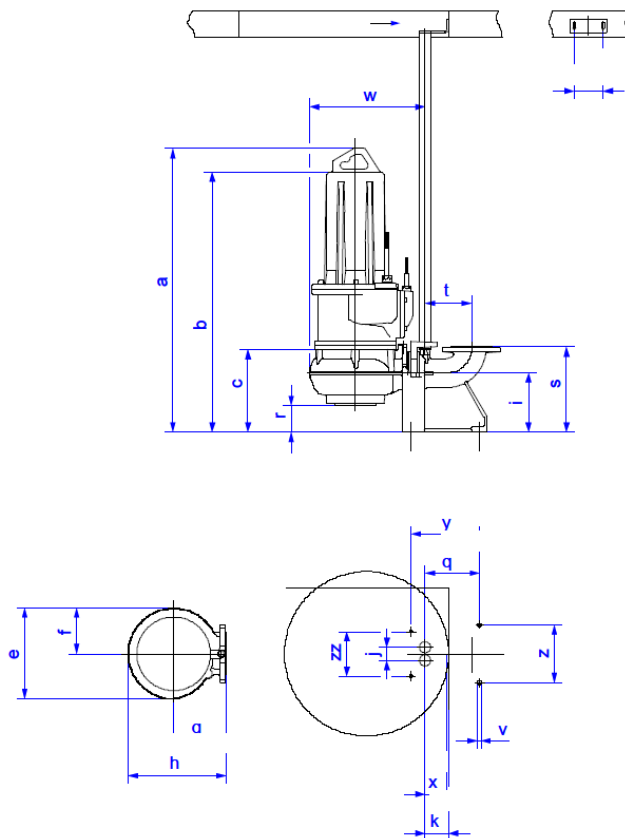


Construction Datasheet

EMU FA10.41E with Motor FK17.1-4/16K-Ex

Customer :			Quote Number : 1085268		
Customer Reference :			Pump Size : EMU FA10.41E with Motor FK17.1-4/16K-Ex		
Item Number : 001			Stages : 1		
Service :			Speed : 1695 rpm		
Quantity of Pumps : 1			Date Last Saved : 15 Mar 2023 8:24 AM		
Duty Point Data			Weights		
Flow : 550.0 USgpm			Weight of Pump End : 60.63 lb		
Head : 30.00 ft			Weight of Motor : 235.9 lb		
Shaft Power : 6.06 hp			Weight of Unit : 296.5 lb		
Pump Efficiency : 68.71 %			Driver Information		
Fluid : Water			Motor Name : FK17.1-4/16K-Ex 10.2 HP		
Speed : 1695 rpm			Motor Voltage : 3/60/230V		
Construction			Rated Power : 10.20 hp		
Installation Type : Wet Pit			Rated Speed : 1700 rpm		
Free Passage : 3.10 in			Power Input with Rated Power (P1) : 13.01 hp		
Suction Port	Pressure Rating	PN10	Current Input with Rated Power (FLA) : 28.60 A		
	Rated Diameter	4" ANSI Class 125	Efficiency with Rated Power : 78.00 %		
	Standard	EN1092-2-S	Cos Phi with Rated Power : 0.86		
Discharge Port	Pressure Rating	PN10	Cos Phi with Starting Power : 0		
	Rated Diameter	4" ANSI Class 125	Starting Current, Direct Starting (LRA) : 138.00 A		
	Standard	EN1092-2-D	Starting Current, Star-Delta : 46.00 A		
Materials			Starting Torque : 0.81 hp/100 rpm		
Material Combination Code : 63			Inertia Moment : 0.26 lb.ft2		
Pump Housing : Grey Cast Iron, ASTM A48 Class 35/40B			Max. Fluid Temperature : 104.0 deg F		
Impeller : Grey Cast Iron, ASTM A48 Class 35/40B			Starts per Hour, Max. : 15		
Stationary Wear Ring : -			Degree of Protection : IP 68		
Mobile Wear Ring : -			Selected Explosion Protection : FM		
Suction Port : -					

General Arrangement Drawing



Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

Dimensions	
Well Type	Wet Pit
a	41.73
b	11.81
c	11.81
d	4.33
e	14.33
f	7.99
g	10.63
h	18.19
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	5.16
s	12.80
t	6.93
v	0.53
w	20.75
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.41E with Motor FK17.1-4/16K-Ex	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		
EMU FA10.41E with Motor FK17.1-4/16K-Ex		REV

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

Lake Clarke Gardens LS – 20 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	12-14-22
Contact:	Stephen Michlik	Quote#:	TK1214-2022
Street:	2400 Kirk Rd.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 20 HP WILO FA102 Electrical = 230V/3PH		
	Based on FA102-246 pump curve cross over		
2	Wilco pump model # FA10.65-246/FK202-4/22 - 4" Submersible Pump, 20.1 HP, 1740 rpm 230V / 3phase / 55 FLA - w/40' Power & Thermal Cable Only, 244 mm impeller, includes SS Lifting Bail	\$13,600.00	\$27,200.00
	Pump curve attached for reference		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		\$27,200.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Item number	: 001	Size	: EMU FA10.65E with Motor
Service	:		FK202-4/22
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.65E 1740
		Article Number	:
		Date last saved	: 14 Dec 2022 11:21 AM

Operating Conditions

Flow, rated	: 423.9 USgpm
Differential head / pressure, rated (requested)	: 72.63 ft
Differential head / pressure, rated (actual)	: 72.63 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1765 rpm
Impeller diameter, rated	: 9.69 in
Impeller diameter, maximum	: 12.52 in
Impeller diameter, minimum	: 9.21 in
Efficiency	: 68.23 %
NPSH required / margin required	: 7.16 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,057 / 9,307 US Units
MCSF	: 106.5 USgpm
Head, maximum, rated diameter	: 105.4 ft
Head rise to shutoff	: 46.55 %
Flow, best eff. point	: 421.0 USgpm
Flow ratio, rated / BEP	: 100.68 %
Diameter ratio (rated / max)	: 77.36 %
Head ratio (rated dia / max dia)	: 48.29 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

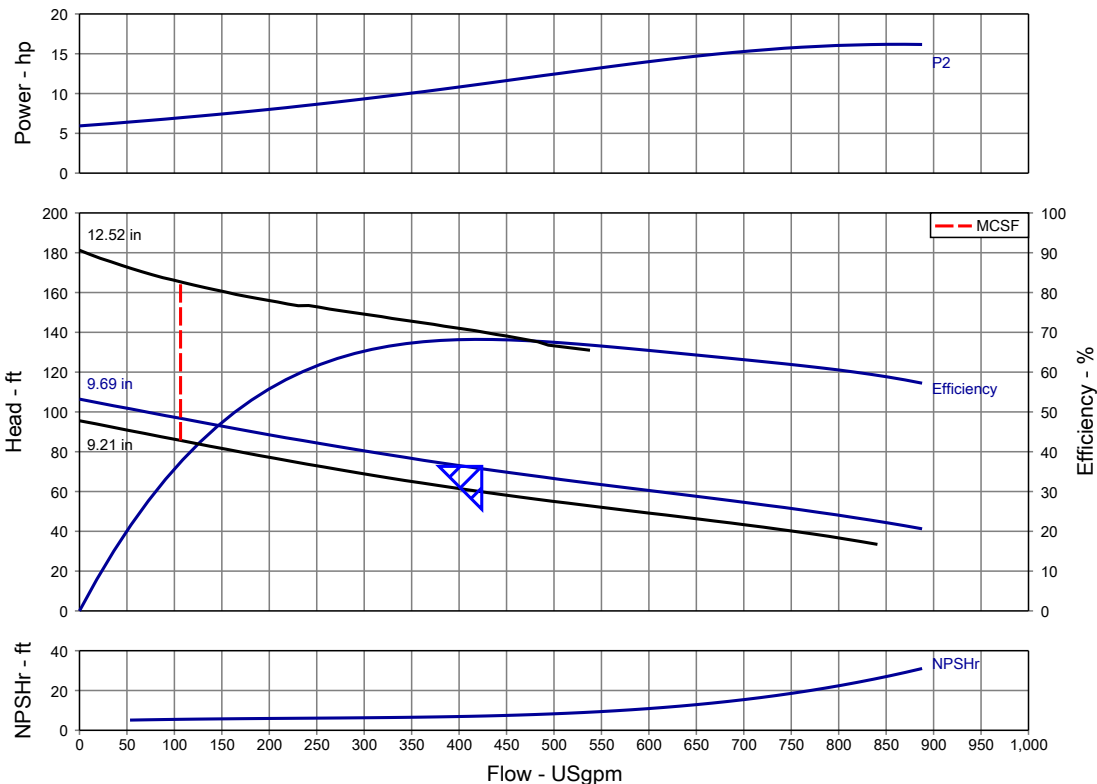
Material selected	: Standard
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Pressure Data

Maximum working pressure	: 45.60 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 7.77 hp
Power, rated	: 11.39 hp
Power, maximum, rated diameter	: 17.13 hp
Minimum recommended motor rating	: 20.20 hp / 15.06 kW

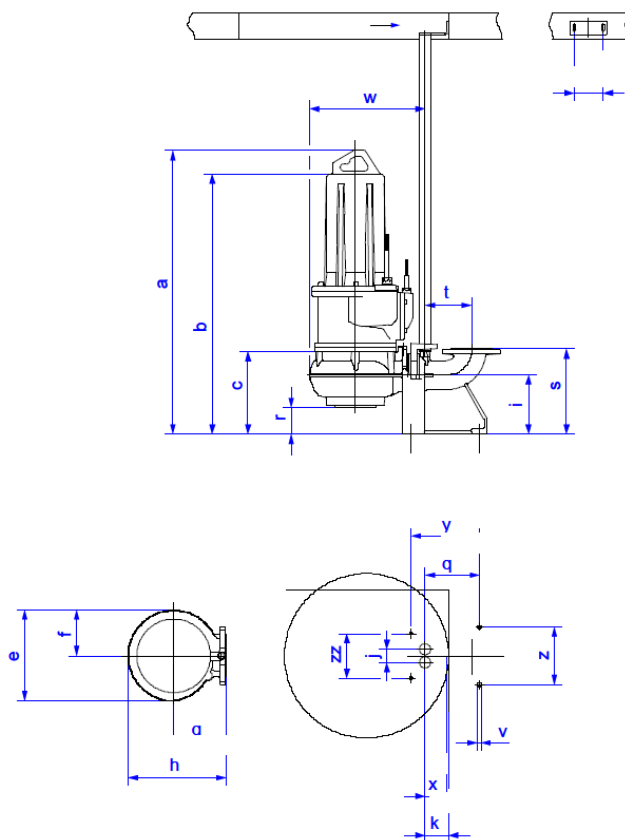


Construction Datasheet

EMU FA10.65E with Motor FK202-4/22

Customer :			Quote Number : 1085268		
Customer Reference :			Pump Size : EMU FA10.65E with Motor FK202-4/22		
Item Number : 001			Stages : 1		
Service :			Speed : 1765 rpm		
Quantity of Pumps : 1			Date Last Saved : 14 Dec 2022 11:21 AM		
Duty Point Data			Weights		
Flow : 423.9 USgpm			Weight of Pump End : 169.8 lb		
Head : 72.63 ft			Weight of Motor : 304.2 lb		
Shaft Power : 11.39 hp			Weight of Unit : 474.0 lb		
Pump Efficiency : 68.23 %			Driver Information		
Fluid : Water			Motor Name : FK202-4/22 20.2 HP		
Speed : 1765 rpm			Motor Voltage : 3/60/230V		
Construction			Rated Power : 20.20 hp		
Installation Type : Wet Pit			Rated Speed : 1720 rpm		
Free Passage : 3.10 in			Power Input with Rated Power (P1) : 24.54 hp		
Suction Port	Pressure Rating	PN10	Current Input with Rated Power (FLA) : 55.00 A		
	Rated Diameter	4" ANSI Class 125	Efficiency with Rated Power : 82.00 %		
	Standard	EN1092-2-S	Cos Phi with Rated Power : 0.85		
Discharge Port	Pressure Rating	PN10	Cos Phi with Starting Power : 0.55		
	Rated Diameter	4" ANSI Class 125	Starting Current, Direct Starting (LRA) : 224.00 A		
	Standard	EN1092-2-D	Starting Current, Star-Delta : 74.60 A		
Materials			Starting Torque : 2.30 hp/100 rpm		
Material Combination Code : 185			Inertia Moment : 1.04 lb.ft2		
Pump Housing : Grey Cast Iron, ASTM A48 Class 35/40B			Max. Fluid Temperature : 140.0 deg F		
Impeller : Grey Cast Iron, ASTM A536 Gr.80-55-06			Starts per Hour, Max. : 15		
Stationary Wear Ring : ANSI 329			Degree of Protection : IP 68		
Mobile Wear Ring : ANSI 329			Selected Explosion Protection : -		
Suction Port : Grey Cast Iron, ASTM A48 Class 35/40B					

General Arrangement Drawing



Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

Dimensions	
Well Type	Wet Pit
a	44.17
b	11.85
c	11.85
d	4.33
e	18.66
f	10.16
g	11.02
h	19.92
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.92
s	12.80
t	6.93
v	0.53
w	22.48
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.65E with Motor FK202-4/22	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		
EMU FA10.65E with Motor FK202-4/22		REV

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

Price St. LS – 15 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	12-14-22
Contact:	Stephen Michlik	Quote#:	TK1212-2022
Street:	2400 Kirk Rd.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 15 HP Electrical = 230V/3PH		
	Based on draw down test = 350 GPM @ 75' TDH		
2	Wilco pump model # FA10.65-245/FK202-4/17 - 4" Submersible Pump, 15.4 HP, 1740 rpm 230V / 3phase / 43 FLA - w/40' Power & Thermal Cable Only, 245 mm impeller, includes SS Lifting Bail and 4" BPI pump adapter (installed).	\$12,800.00	\$25,600.00
	Pump curve attached for reference		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		\$25,600.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Item number	: 001	Size	: EMU FA10.65E with Motor
Service	:		FK202-4/17
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.65E 1740
		Article Number	:
		Date last saved	: 14 Dec 2022 10:38 AM

Operating Conditions

Flow, rated	: 350.0 USgpm
Differential head / pressure, rated (requested)	: 75.00 ft
Differential head / pressure, rated (actual)	: 75.00 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1760 rpm
Impeller diameter, rated	: 9.65 in
Impeller diameter, maximum	: 12.52 in
Impeller diameter, minimum	: 9.21 in
Efficiency	: 67.30 %
NPSH required / margin required	: 6.42 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,246 / 10,231 US Units
MCSF	: 106.2 USgpm
Head, maximum, rated diameter	: 103.0 ft
Head rise to shutoff	: 37.37 %
Flow, best eff. point	: 410.0 USgpm
Flow ratio, rated / BEP	: 85.37 %
Diameter ratio (rated / max)	: 77.04 %
Head ratio (rated dia / max dia)	: 48.89 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

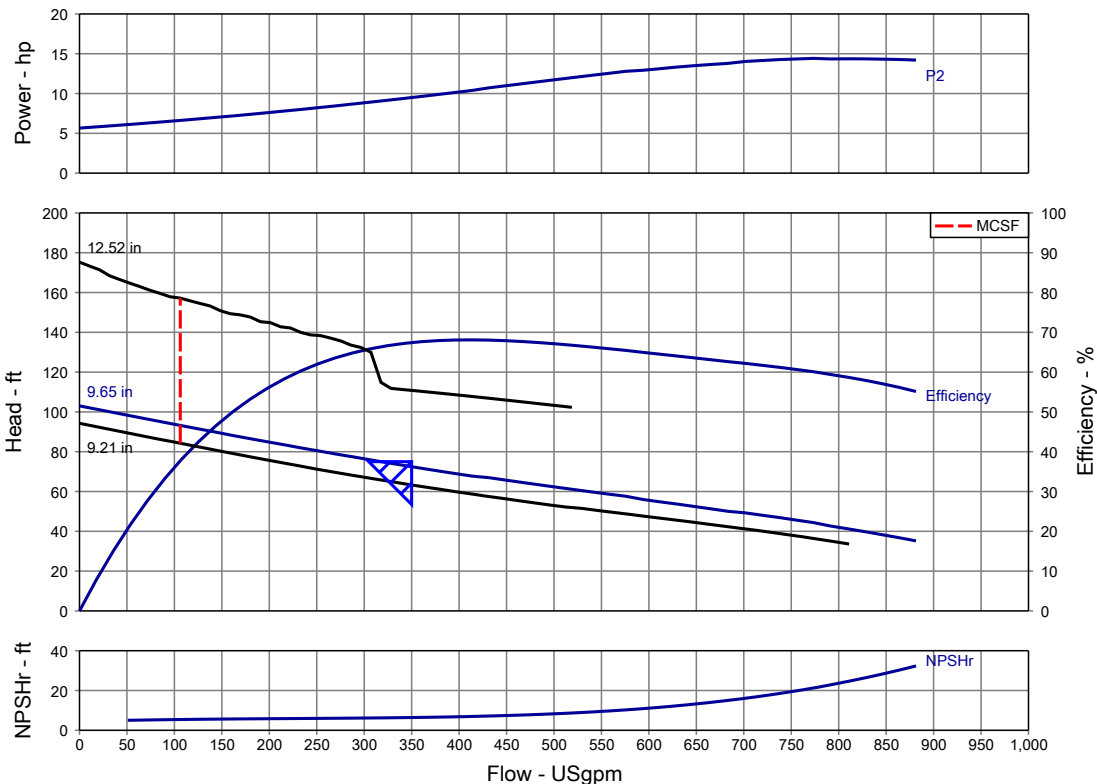
Material selected	: Standard
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Pressure Data

Maximum working pressure	: 44.59 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.15 (used)
Power, hydraulic	: 6.63 hp
Power, rated	: 9.85 hp
Power, maximum, rated diameter	: 16.45 hp
Minimum recommended motor rating	: 15.50 hp / 11.56 kW

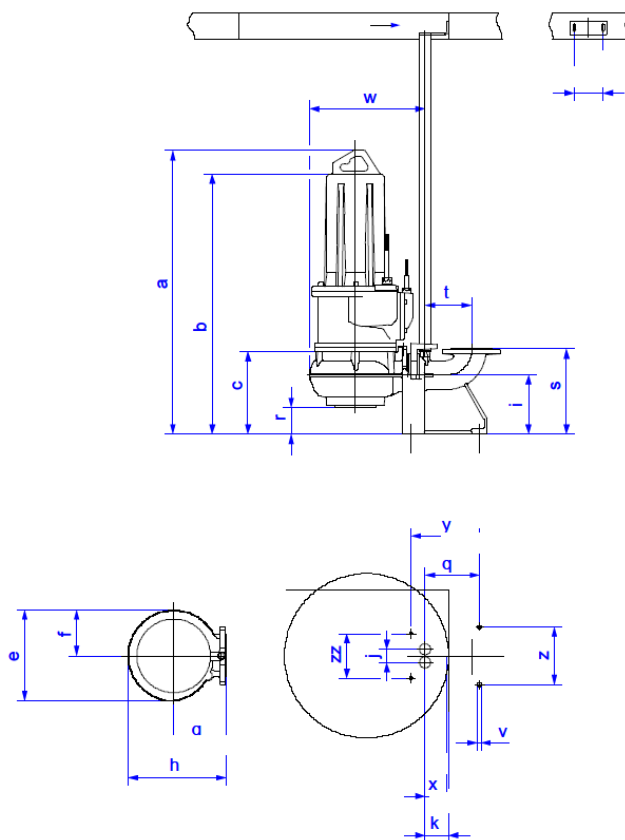


Construction Datasheet

EMU FA10.65E with Motor FK202-4/17

Customer :			Quote Number : 1085268		
Customer Reference :			Pump Size : EMU FA10.65E with Motor FK202-4/17		
Item Number : 001			Stages : 1		
Service :			Speed : 1760 rpm		
Quantity of Pumps : 1			Date Last Saved : 14 Dec 2022 10:38 AM		
Duty Point Data			Weights		
Flow : 350.0 USgpm			Weight of Pump End : 169.8 lb		
Head : 75.00 ft			Weight of Motor : 262.3 lb		
Shaft Power : 9.85 hp			Weight of Unit : 432.1 lb		
Pump Efficiency : 67.30 %			Driver Information		
Fluid : Water			Motor Name : FK202-4/17 15.5 HP		
Speed : 1760 rpm			Motor Voltage : 3/60/230V		
Construction			Rated Power : 15.50 hp		
Installation Type : Wet Pit			Rated Speed : 1700 rpm		
Free Passage : 3.10 in			Power Input with Rated Power (P1) : 19.58 hp		
Suction Port	Pressure Rating	PN10	Current Input with Rated Power (FLA) : 43.00 A		
	Rated Diameter	4" ANSI Class 125	Efficiency with Rated Power : 79.00 %		
	Standard	EN1092-2-S	Cos Phi with Rated Power : 0.86		
Discharge Port	Pressure Rating	PN10	Cos Phi with Starting Power : 0.55		
	Rated Diameter	4" ANSI Class 125	Starting Current, Direct Starting (LRA) : 176.00 A		
	Standard	EN1092-2-D	Starting Current, Star-Delta : 58.60 A		
Materials			Starting Torque : 1.76 hp/100 rpm		
Material Combination Code : 185			Inertia Moment : 0.82 lb.ft2		
Pump Housing : Grey Cast Iron, ASTM A48 Class 35/40B			Max. Fluid Temperature : 140.0 deg F		
Impeller : Grey Cast Iron, ASTM A536 Gr.80-55-06			Starts per Hour, Max. : 15		
Stationary Wear Ring : ANSI 329			Degree of Protection : IP 68		
Mobile Wear Ring : ANSI 329			Selected Explosion Protection : -		
Suction Port : Grey Cast Iron, ASTM A48 Class 35/40B					

General Arrangement Drawing



Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

Dimensions	
Well Type	Wet Pit
a	42.20
b	11.85
c	11.85
d	4.33
e	18.66
f	10.16
g	11.02
h	19.92
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.92
s	12.80
t	6.93
v	0.53
w	22.48
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.65E with Motor FK202-4/17	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		
EMU FA10.65E with Motor FK202-4/17		REV

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

E-One - KEEN Pump - Quotation

Company:	Village of Palm Springs Utilities	Date:	03-27-2023
Contact:	Stephen Michlik	Quote#:	TK0320-2023
Street:	2400 Kirk Rd.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

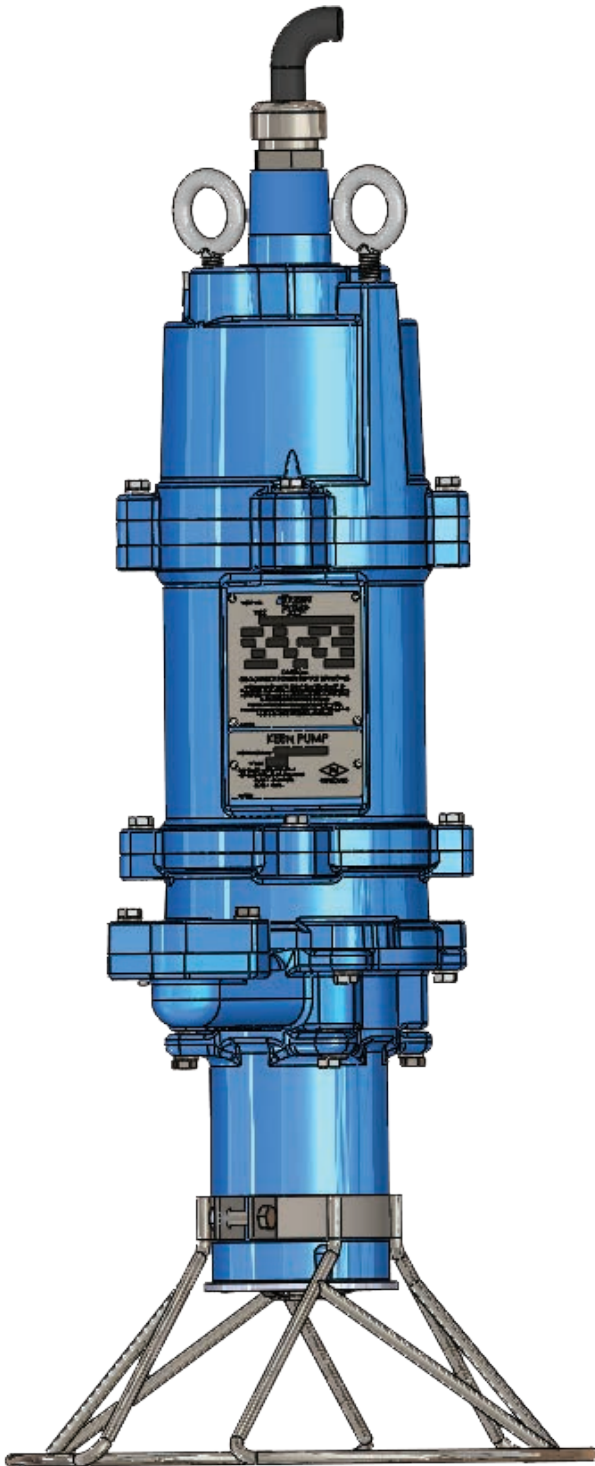
Quantity	Description	Unit Price	Total Price
	Replacement for E-ONE progressive cavity pump Electrical = 230V/1PH		
1	KEEN model # KERPC-0008. Includes pump model # KPCG-21CTSL, 1 HP progressive cavity grinder, internal start capacitor, 1750 RPM, 1-1/4" discharge with hose connection, includes round EQD (extreme series) connection end, 25' float cord with float removed and cord sealed. Pump also includes stainless ring stand.	\$4,650.00	\$4,650.00
	Pump curve attached for reference		
	Lead Time / 3-4 weeks		
	Delivery Included		
	Total		\$4,650.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

KPCG-(C)

PROGRESSIVE GRINDER SERIES
INTERNAL START COMPONENTS MOUNTED INSIDE PUMP



www.keenpump.com

RELIABLE Slicer Impeller
Pump Includes Internal Capacitor
Kit - No Control Panel Required

SUPERIOR Progressive Cavity Grinder
Pump Provides Reliable Service for
The Low Pressure Sewer Industry!



"Slicer"



- **ADVANCED SLICING FOR "FLUSHABLES"**
 - Wipes, Floor Pads, Etc.
- **NO CONTROL PANEL REQUIRED**
 - For Internal Start Configuration If Replacing Competitor Existing Pump
- **SILICON CARBIDE SINGLE SEAL**
 - Viton® Elastomers
- **PRESSED OIL-COOLED MOTOR**
 - Superior Heat Transfer
 - Long Bearing & Seal Life
 - Class H Insulation
- **HAZARDOUS LOCATION DESIGN**
 - True "Explosion-Proof" Service
 - Third Party Quality Standard To Validate Pump Performance And Construction

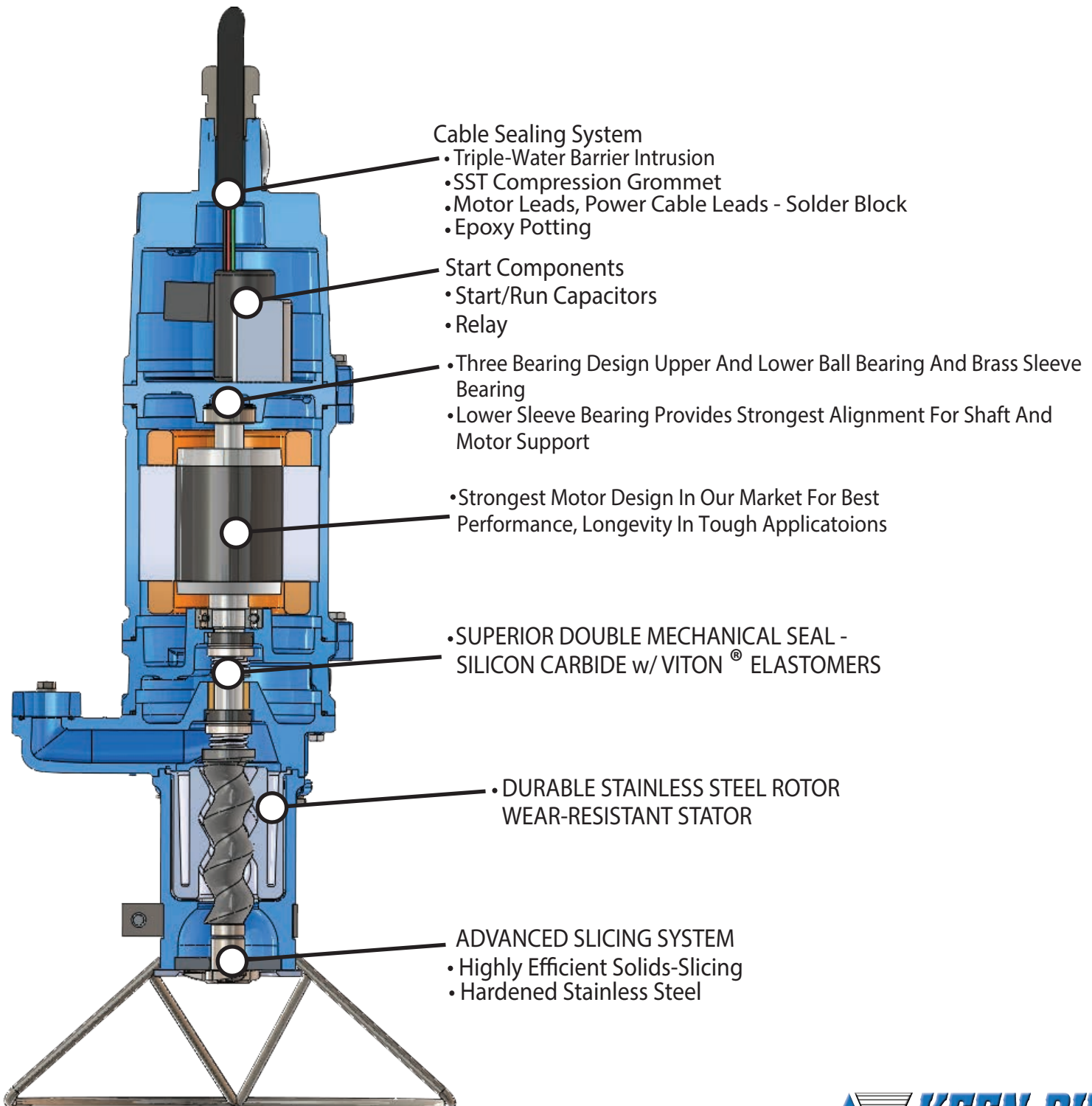
Features and Benefits

KPCG-(C)

KPCG = External Start Kit - Best Configuration For New Construction

KPCG-C = Internal Start Kit - Replacing Existing Competitor Pump (As Shown Below)

KPCGX = Explosion-Proof - Hazardous Location



KC0017 06/2019

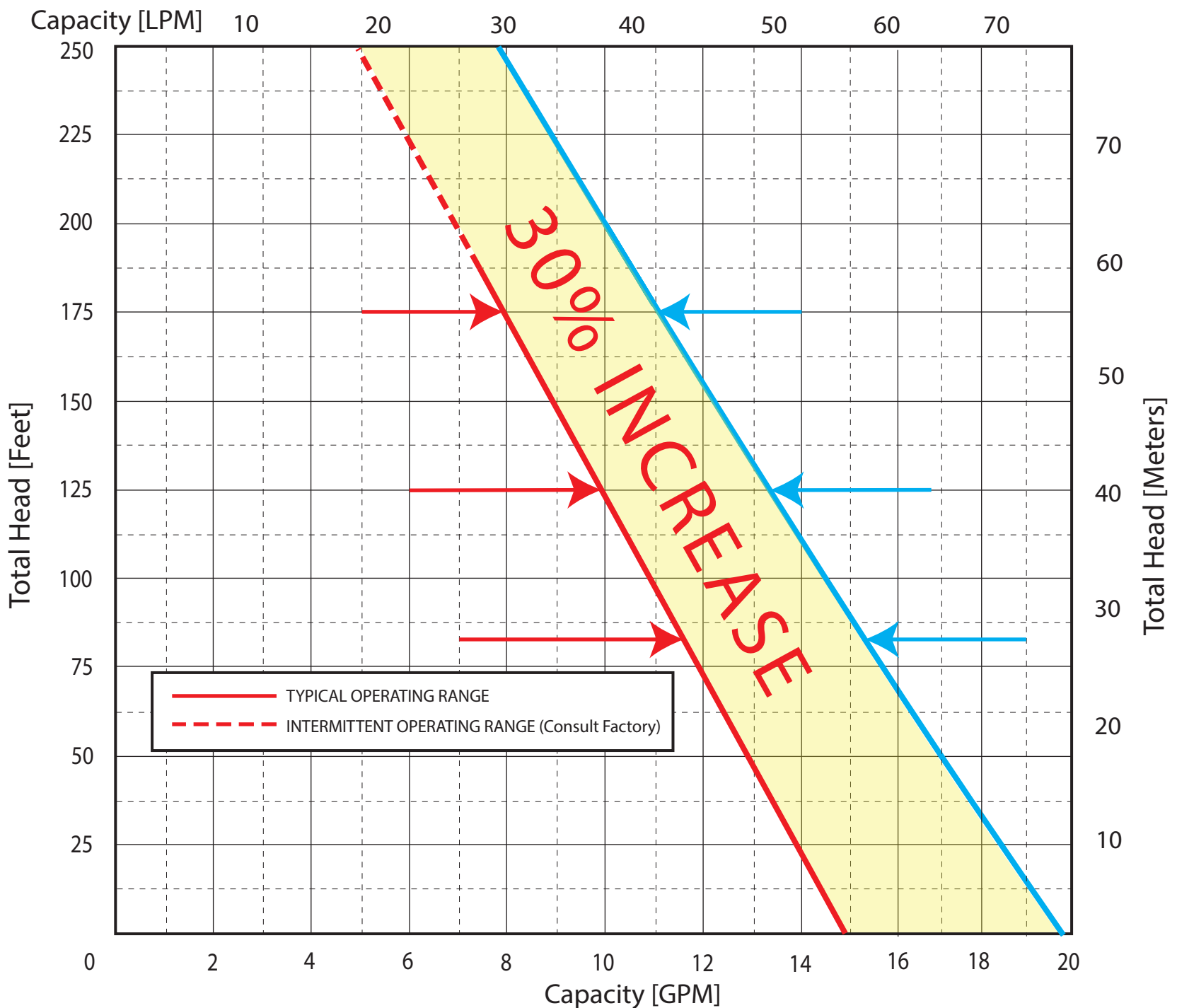


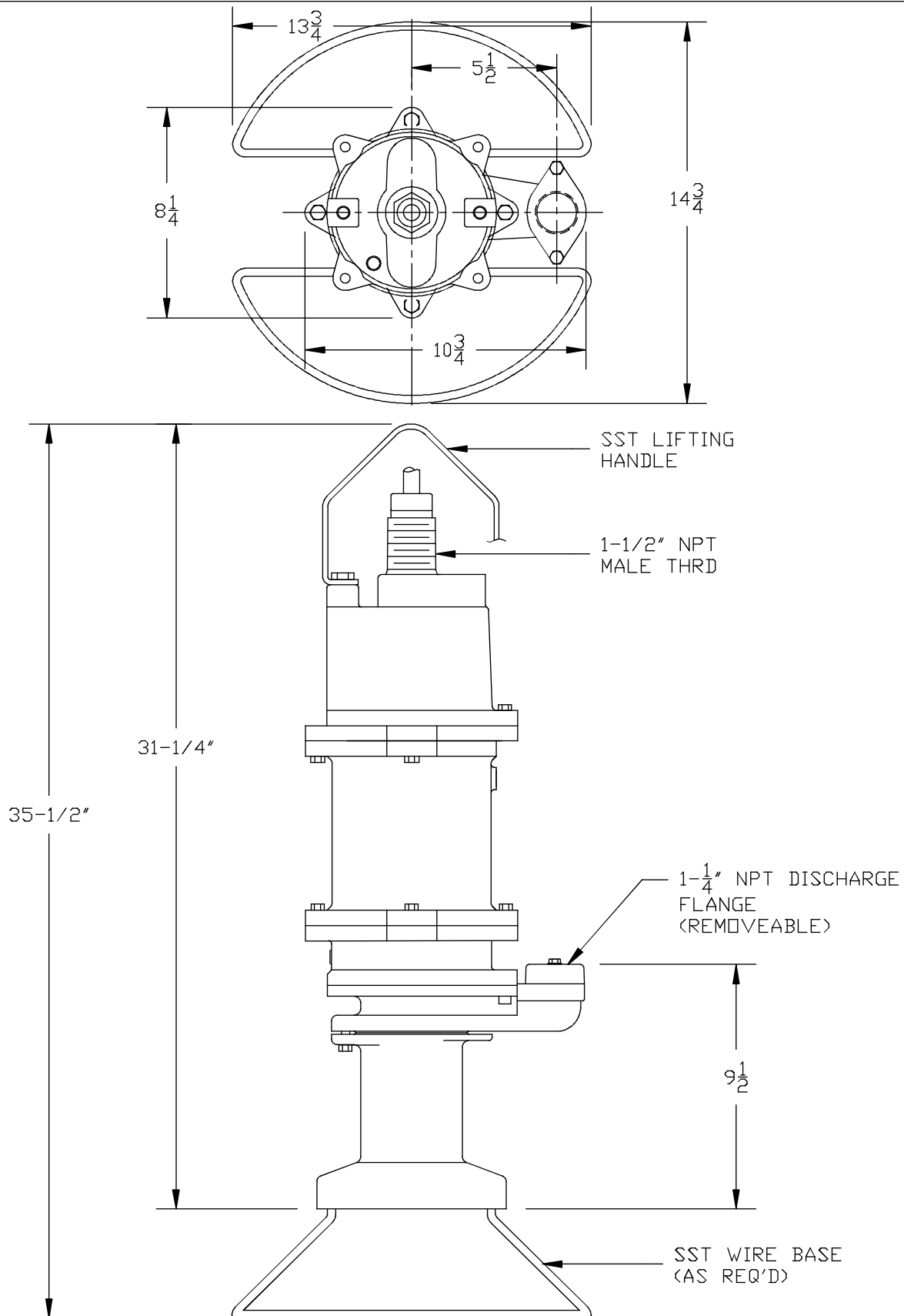
471 US HWY 250 East · Ashland, Ohio 44805
419.207.9400 fax 419.207.8031
www.keenpump.com

-New Keen Performance

-Competitor and Prior Performance for Keen Pump

Pump Series	KPCG-(C)		1HP PROGRESSIVE CAVITY GRINDER	
Speed	1750 RPM	Discharge	1-1/4"	





NOTE: ALL DIMENSIONS FOR
REFERENCE ONLY

C	SE	03/13/2015
REV	INITIALS	DATE



KEEN PUMP CO.
471E ST ROUTE 250 EAST
ASHLAND, OHIO 44805

PHONE: 419-207-9400
FAX: 419-207-8031

TITLE			
KPCG 1HP GRINDER PUMP DIMENSIONS			
SCALE		DWG. #	REV.
NTS			
DWG. BY	DATE	KN-313	C
SE	01/15/2013		

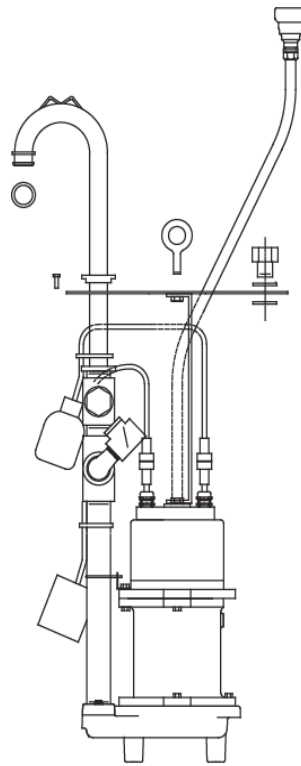
"KER" Keen e/One® Replacement Packages



"KER" "KER-0001"

KER - Replaces GP Series
2010/2012/2014/2015/2016

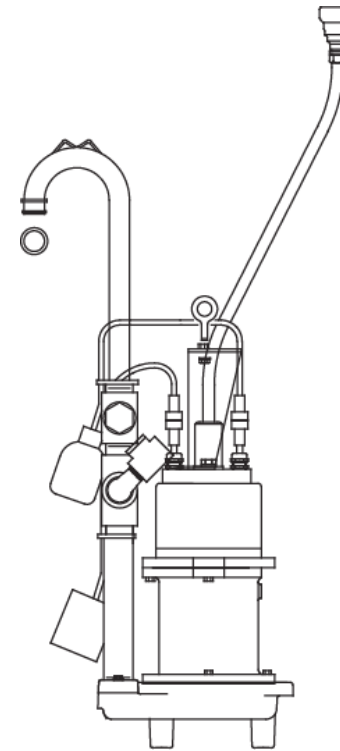
KER-0001 - Replaces D Series
DH/R-071/151/152/272/502



"KER-0002" "KER-0003"

KER-0002 - Replaces GP Series
2010/2012/2014/2015/2016

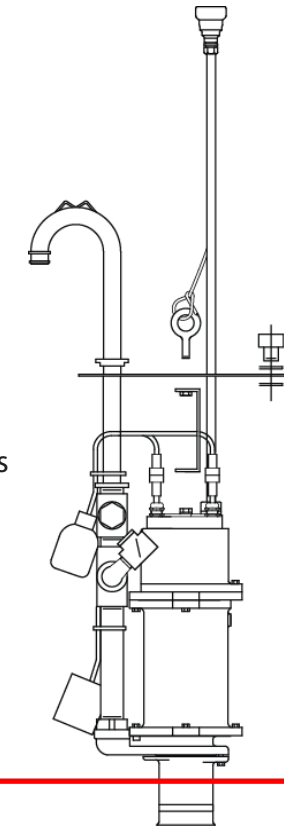
KER-0003 - Replaces D Series
DH/R-071/151/152/272/502



"KER-PC" "KERPC-0001"

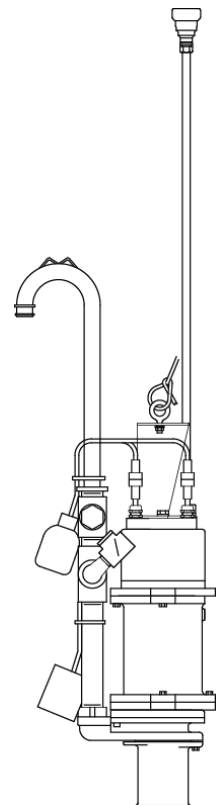
KER-PC - Replaces GP Series
2010/2012/2014/2015/2016

KERPC-0001 - Replaces D Series
DH/R-071/151/152/272/502



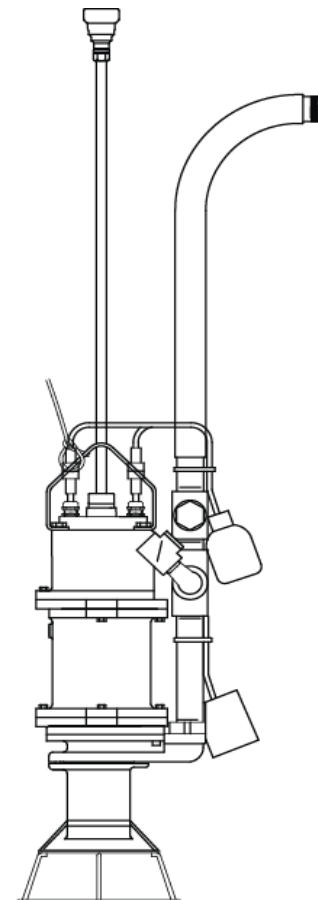
"KERPC-0002"

KERPC-0002 - Replaces GP Series
2010/2012/2014/2015/2016



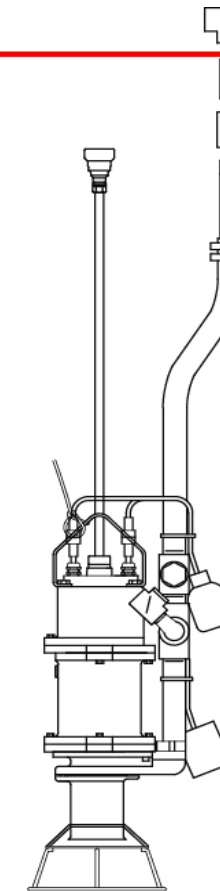
"KERPC-0007"

KERPC-0007 - Replaces
Gatorgrinder GH091



"KERPC-0008"

KERPC-0008 - Replaces W Series
WH/R-101/231/471/472/482/483
/484/W-FIBERGLASS



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2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
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7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



PSI Technologies Inc

3520 Investment Lane Unit #3

Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

Abby Road LS – 15 HP WILO Pump Replacement Quotation

Company:	Village of Palm Springs Utilities	Date:	12-14-22
Contact:	Stephen Michlik	Quote#:	TK1211-2022
Street:	2400 Kirk Rd.	Quote Valid:	30 Days
CSZ:	Palm Springs Fl.	Terms:	30 Days
Phone:	561-403-9073	Shipping:	Included
Email:	smichlik@vpsfl.org	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
	Replacement for 15 HP Electrical = 230V/3PH		
	Based on draw down test = 450 GPM @ 65' TDH		
2	Wilco pump model # FA10.65-244/FK202-4/17 - 4" Submersible Pump, 15.4 HP, 1740 rpm 230V / 3phase / 43 FLA - w/40' Power & Thermal Cable Only, 244 mm impeller, includes SS Lifting Bail and 4" BPI pump adapter (installed).	\$12,800.00	\$25,600.00
	Pump curve attached for reference		
	Lead Time / 4-6 weeks		
	Delivery Included		
	Total		\$25,600.00

Accepted By / Date: _____

'Quality Products, Professionally Applied, Exceptional Service and Support'

Item number	: 001	Size	: EMU FA10.65E with Motor
Service	:		FK202-4/17
Quantity	: 1	Stages	: 1
Quote number	: 1085268	Based on curve number	: FA10.65E 1740
		Article Number	:
		Date last saved	: 14 Dec 2022 10:08 AM

Operating Conditions

Flow, rated	: 450.0 USgpm
Differential head / pressure, rated (requested)	: 65.00 ft
Differential head / pressure, rated (actual)	: 65.29 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1725 rpm
Impeller diameter, rated	: 9.61 in
Impeller diameter, maximum	: 12.52 in
Impeller diameter, minimum	: 9.21 in
Efficiency	: 67.87 %
NPSH required / margin required	: 7.42 / 0.00 ft
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,221 / 10,027 US Units
MCSF	: 104.1 USgpm
Head, maximum, rated diameter	: 98.87 ft
Head rise to shutoff	: 58.00 %
Flow, best eff. point	: 410.7 USgpm
Flow ratio, rated / BEP	: 109.58 %
Diameter ratio (rated / max)	: 76.73 %
Head ratio (rated dia / max dia)	: 46.07 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids Diameter, required / pump max	: 0.00 in / 3.10 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

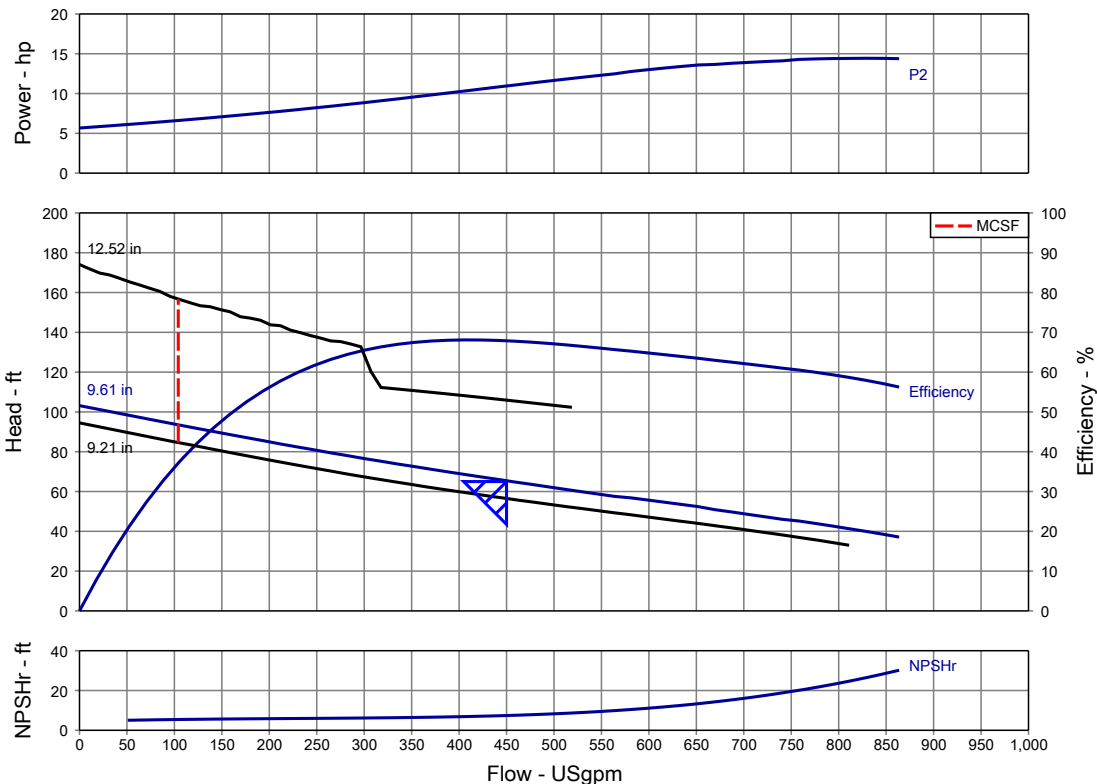
Material selected	: Standard
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Pressure Data

Maximum working pressure	: 42.79 psi.g
Maximum allowable working pressure	: N/A
Maximum allowable suction pressure	: N/A
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Maximum power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 7.42 hp
Power, rated	: 10.93 hp
Power, maximum, rated diameter	: 15.46 hp
Minimum recommended motor rating	: 15.50 hp / 11.56 kW

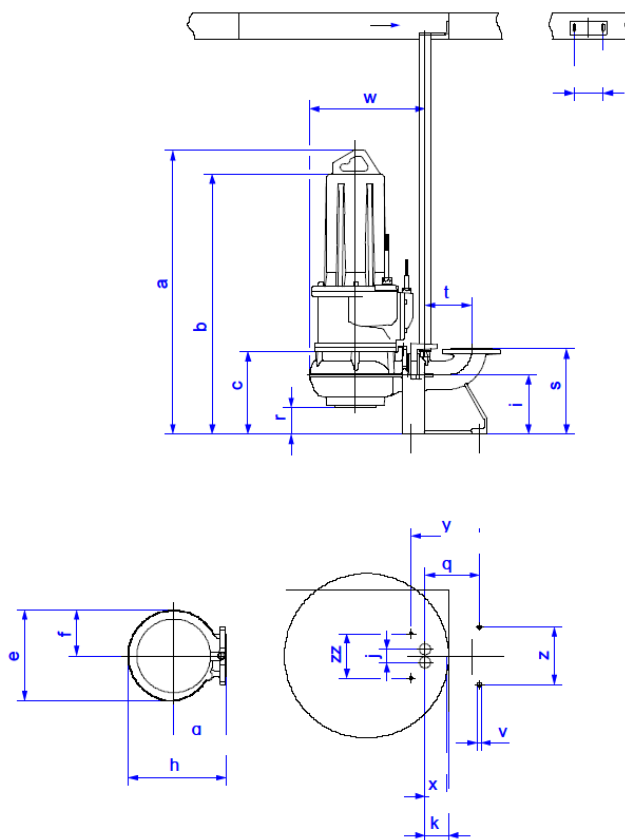


Construction Datasheet

EMU FA10.65E with Motor FK202-4/17

Customer :			Quote Number : 1085268		
Customer Reference :			Pump Size : EMU FA10.65E with Motor FK202-4/17		
Item Number : 001			Stages : 1		
Service :			Speed : 1725 rpm		
Quantity of Pumps : 1			Date Last Saved : 14 Dec 2022 10:08 AM		
Duty Point Data			Weights		
Flow : 450.0 USgpm			Weight of Pump End : 169.8 lb		
Head : 65.00 ft			Weight of Motor : 262.3 lb		
Shaft Power : 10.93 hp			Weight of Unit : 432.1 lb		
Pump Efficiency : 67.87 %			Driver Information		
Fluid : Water			Motor Name : FK202-4/17 15.5 HP		
Speed : 1725 rpm			Motor Voltage : 3/60/230V		
Construction			Rated Power : 15.50 hp		
Installation Type : Wet Pit			Rated Speed : 1700 rpm		
Free Passage : 3.10 in			Power Input with Rated Power (P1) : 19.58 hp		
Suction Port	Pressure Rating	PN10	Current Input with Rated Power (FLA) : 43.00 A		
	Rated Diameter	4" ANSI Class 125	Efficiency with Rated Power : 79.00 %		
	Standard	EN1092-2-S	Cos Phi with Rated Power : 0.86		
Discharge Port	Pressure Rating	PN10	Cos Phi with Starting Power : 0.55		
	Rated Diameter	4" ANSI Class 125	Starting Current, Direct Starting (LRA) : 176.00 A		
	Standard	EN1092-2-D	Starting Current, Star-Delta : 58.60 A		
Materials			Starting Torque : 1.76 hp/100 rpm		
Material Combination Code : 185			Inertia Moment : 0.82 lb.ft2		
Pump Housing : Grey Cast Iron, ASTM A48 Class 35/40B			Max. Fluid Temperature : 140.0 deg F		
Impeller : Grey Cast Iron, ASTM A536 Gr.80-55-06			Starts per Hour, Max. : 15		
Stationary Wear Ring : ANSI 329			Degree of Protection : IP 68		
Mobile Wear Ring : ANSI 329			Selected Explosion Protection : -		
Suction Port : Grey Cast Iron, ASTM A48 Class 35/40B					

General Arrangement Drawing



Special Note

1. All weights and dimensions are approximate and should not be used as exact rough-in dimensions

WILO USA LLC
Tel: (888) 945-6872
Web: www.wilo-usa.com

Dimensions	
Well Type	Wet Pit
a	42.20
b	11.85
c	11.85
d	4.33
e	18.66
f	10.16
g	11.02
h	19.92
i	8.86
j	1.97
k	3.86
l	-
m	-
mm	-
n	-
o	-
p	-
q	8.11
r	4.92
s	12.80
t	6.93
v	0.53
w	22.48
x	3.54
y	10.24
z	8.66
zz	6.69

Dimensions		
Suction Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Discharge Port	Rated Diameter	4" ANSI Class 125
	Pressure Rating	PN10
Certification Content		
Customer		
Customer P.O.		
Location		
Service		
Pump Size/Motor	EMU FA10.65E with Motor FK202-4/17	
Article Number		
Item Number	001	
DRWN		
CHKD		
APVD		
EMU FA10.65E with Motor FK202-4/17		REV

PSI TECHNOLOGIES INC - STANDARD TERMS OF SALE - PARTS & SERVICE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice, unless other terms are agreed upon by both parties. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension. Certain Products and Materials are "Made to Order" therefore cancellation will not be allowed, and Buyer takes full responsibility of total costs of such items if cancelled.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Utilities

ITEM #9: Approve Change Order No. 1 - Main & Pratt Water Treatment Plants Automated Chemical Feed Improvements (Task Order No. 275 & No. 276) - Utility Department - (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - TLC Diversified, Inc.

SUMMARY: On October 22, 2021, the Village Council approved the contract with TLC Diversified for the Automated Chemical Feed Improvements for the Main Water Treatment Plant (Task Order No. 275) and Pratt Plant (Task Order No. 276). A notice to proceed was issued on June 1, 2022, with a contract time of 300 days for substantial completion and 330 days to complete.

The chemical pump skid had to be redesigned during initial construction because the pumps were upsized from 20 to 40 gallons per hour. Additionally, supply chain issues and material shortages caused by Covid 19 delayed the chemical pump skid shipping. As a result, the original contract was completed substantially after November 28, 2022.

TLC Diversified & Utility Department requests an extension of 180 days for Task Orders No. 275 and 276 (Change Order No. 1).

FISCAL IMPACT:

<u>Item</u>	<u>Contract Time / Additional Days</u>
Original Contract days	300
<u>Change Order No. 1 Time Extension</u>	<u>180</u>
Revised Contract Days	480

If approved, the new substantial completion date will be May 27, 2023, and the new final completion date will be June 26, 2023.

ATTACHMENTS:

1. Change Order #1- Main and Pratt Water Treatment Plants Automated Chemical Feed System Improvement - Change Order #1 - TLC Diversified, Inc.
2. Notice to Proceed - TLC Diversified - Chlorine Feed Improvements - June 1, 2022
3. Change Proposal No. 1 - Main Water Treatment Plant - Chemical Feed Pump Skid Delay - March 31, 2023
4. Change Proposal No. 1 - Pratt Water Treatment Plant - Chemical Feed Pump Skid Delay - March 31, 2023

Change Order No. #1

Date of Issuance: 04/06/2023

Effective Date: 04/06/2023

Owner: Village of Palm Springs

Owner's Task Order No.: N/A

Contractor: TLC Diversified

Project Bid No. (ITB #): 2021B-011

Engineer: Kimley-Horn

Engineer's Project No.: 140593004

Project: Main and RL Pratt WTP Automated Chemical Feed System Improvements

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

Description: The following change order is requested by TLC Diversified to extend the contract final completion date from 01/27/2023 to 06/26/2023. TLC experienced delays during construction due to fabrication, procurement, and delivery delays during the COVID-19 pandemic for the proposed chemical feed pump skids. For this reason, the original contract final completion date is proposed to be extended by a total of 150 calendar days.

Attachments: *TLC Change Proposal 01 – Main WTP – Pump Skid Delay*
TLC Change Proposal 01 – Pratt WTP – Pump Skid Delay
Village of Palm Springs Original Contract Notice to Proceed Form

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times: 180 Days / 240 Days
\$ 369,850 (\$188,350 Main \$181,500 Pratt)	Notice to Proceed: <u>6/1/2022</u>
	Substantial Completion: <u>11/28/2022</u>
	Ready for Final Payment: <u>01/27/2023</u>
	days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :
\$ <u>0.00</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>0.00</u>	Substantial Completion: <u>11/28/2022</u>
	Ready for Final Payment: <u>01/27/2023</u>
	dates
[Increase] [Decrease] of this Change Order:	Increase of this Change Order:
\$ <u>0.00</u>	Substantial Completion: <u>180</u>
	Ready for Final Payment: <u>150</u>
	days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>369,850.00</u>	Substantial Completion: <u>5/29/2023</u>
	Ready for Final Payment: <u>06/26/2023</u>
	dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Kimley Horn</u>	By: <u>Village of Palm Springs</u>	By: <u>TLC Diversified (Authorized Signature)</u>			
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: <u>Sr. Project Manager</u>			
Date: <u>04/10/2023</u>	Date: _____	Date: <u>4/10/23</u>			



Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



NOTICE TO PROCEED

Owner:	Village of Palm Springs	Owner's Task Order No.:	275 & 276
Contractor:	TLC Diversified	Contractor's Project No.:	
Engineer:	Kimley Horn	Engineer's Project No.:	
Project:	CL2 Feed Improvements		
Effective Date of Contract:	12/09/21		

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on June 01, 2022.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is November 28, 2022, and the date of readiness for final payment is January 27, 2023.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By: Paul Ward

Title: Assistant Utilities Director

Date Issued: 05/23/22

Copy: Engineer

March 31, 2023

Kimley Horn and Associates
1920 Wekiva Way Suite 200
West Palm Beach, FL 33411
ATTN: Alex Garlaschi, P.E.

RE: Job 2123 Palm Springs Main-Pratt WTP
Change Proposal 01 – Main WTP-Pump Skid Delay

Mr. Garlaschi,

Please find our proposal for additional time due to design changes and fabrication delays caused by the global COVID-19 pandemic of the chemical pump skids which are to be installed at the Main WTP.

1. Main WTP – Pump Skid Delay

- Additional time for redesign and fabrication delays of the Main WTP chemical skids.
 - February 17, 2022 – Initial chemical skid submittal completed. Pump size (20gph to 40 gph) and skid configuration was redesigned causing a delay in furnishing the chemical skid submittal.
 - April 29, 2022 – Redesign chemical skid submittal completed by Seepex.
 - May 9, 2022 – After Seepex QC review, submittal forwarded to TLC.
 - May 16, 2022 – After TLC Engineering review, submittal transmitted to Kimley Horn for review.
 - May 18, 2022 – Kimley Horn approves and returns chemical skid submittal to TLC.
 - May 18, 2022 – TLC forwards submittal to Seepex and directs them to fabricate chemical pump skids.
 - November 14, 2022 – Chemical pump skids arrive in TLC West Palm Beach office.

The Contractor is requesting additional time as follows:

- Design changes: February 17 through May 9, 2022. **81 additional calendar days.**
- Fabrication delays: May 18 through November 14, 2022. 180 days less original Seepex delivery time, 98 days. **82 additional calendar days.**

Due to the design changes and procurement time of the chemical pump skids, please add an additional **150 calendar days** to the Contract Final Completion date. This extension of contract time includes the lead time for the new flowmeters that the Village has requested. Cost of these will be included in a separate change request.

Respectfully,



Michael McCarty
Sr. Project Manager
TLC Diversified, Inc.
561-315-5688



SEEPEX, Inc.
511 Speedway Drive
Enon, OH 45323
Phone (937) 864-7150
Fax (937) 864-7157
www.seepepex.com

LETTER OF TRANSMITTAL

March 29, 2023

TLC Diversified, Inc.
7233 Southern Blvd.
West Palm Beach, FL 33413
PH: 561-478-2025

Subject:	<u>BRAVO-H submittal</u>	SEEPEX Job #	<u>P02011949</u>
	<u>212301 – Palm Springs</u>		
Project Name:	<u>Main Pratt</u>	SEEPEX Sales:	<u>Bill Martiniere</u>
Customer:	<u>TLC Diversified</u>	SEEPEX Engineer:	<u>Brian Wohlfarth</u>
Purchase Order:	<u>2123-01</u>	Items sent*:	<u>R</u>

*S – Submittals	*D – Drawings	*A – Seismic Anchorage Calculations
*O – O&M manuals	*T – Test Reports	*R – Request for Information

Time Estimation:

- Order received on 1/26/2022
- Estimated submittal preparation was 2 weeks
- Pump size and configuration was modified after submittal preparation on 2/17/2022 (changed from 20gph to 40gph)
- Skid design was modified on 4/29/2022 to Bravo-V for the polypro frame, new submittals sent out 5/9/2022
- Submittal was approved on 5/18/2022
- The skids shipped from Enon, OH on 11/7/2022 and arrived in West Palm Beach, FL on 11/14/2022 via R&L Carriers (tracking# 976205016)

March 31, 2023

Kimley Horn and Associates
1920 Wekiva Way Suite 200
West Palm Beach, FL 33411
ATTN: Alex Garlaschi, P.E.

RE: Job 2123 Palm Springs Main-Pratt WTP
Change Proposal 01 – Pratt WTP-Pump Skid Delay

Mr. Garlaschi,

Please find our proposal for additional time due to design changes and fabrication delays caused by the global COVID-19 pandemic of the chemical pump skids which are to be installed at the Pratt WTP.

1. Pratt WTP – Pump Skid Delay

- Additional time for redesign and fabrication delays of the Pratt WTP chemical skids.
 - February 17, 2022 – Initial chemical skid submittal completed. Pump size (20gph to 40 gph) and skid configuration was redesigned causing a delay in furnishing the chemical skid submittal.
 - April 29, 2022 – Redesign chemical skid submittal completed by Seepex.
 - May 9, 2022 – After Seepex QC review, submittal forwarded to TLC.
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 - May 18, 2022 – TLC forwards submittal to Seepex and directs them to fabricate chemical pump skids.
 - November 14, 2022 – Chemical pump skids arrive in TLC West Palm Beach office.

The Contractor is requesting additional time as follows:

- Design changes: February 17 through May 9, 2022. **81 additional calendar days.**
- Fabrication delays: May 18 through November 14, 2022. 180 days less original Seepex delivery time, 98 days. **82 additional calendar days.**

Due to the design changes and procurement time of the chemical pump skids, please add an additional **150 calendar days** to the Contract Final Completion date. This extension of contract time includes the lead time for the new flowmeters that the Village has requested. Cost of these will be included in a separate change request.

Respectfully,



Michael McCarty

Sr. Project Manager
TLC Diversified, Inc.
561-315-5688



SEEPEX, Inc.
511 Speedway Drive
Enon, OH 45323
Phone (937) 864-7150
Fax (937) 864-7157
www.seepepex.com

LETTER OF TRANSMITTAL

March 29, 2023

TLC Diversified, Inc.
7233 Southern Blvd.
West Palm Beach, FL 33413
PH: 561-478-2025

Subject:	BRAVO-H submittal 212301 – Palm Springs	SEEPEX Job #	P02011949
Project Name:	Main Pratt	SEEPEX Sales:	Bill Martiniere
Customer:	TLC Diversified	SEEPEX Engineer:	Brian Wohlfarth
Purchase Order:	2123-01	Items sent*:	R

*S – Submittals	*D – Drawings	*A – Seismic Anchorage Calculations
*O – O&M manuals	*T – Test Reports	*R – Request for Information

Time Estimation:

- Order received on 1/26/2022
- Estimated submittal preparation was 2 weeks
- Pump size and configuration was modified after submittal preparation on 2/17/2022 (changed from 20gph to 40gph)
- Skid design was modified on 4/29/2022 to Bravo-V for the polypro frame, new submittals sent out 5/9/2022
- Submittal was approved on 5/18/2022
- The skids shipped from Enon, OH on 11/7/2022 and arrived in West Palm Beach, FL on 11/14/2022 via R&L Carriers (tracking# 976205016)



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Utilities

ITEM #10: Approve Change Order No. 1 - Main WTP Replacement of Sand Loader (Task Order No. 271) – Utilities Department (Fiscal Year 2023 Budget Funded - Water & Sewer Enterprise Fund) - Boromei Construction, Inc.

SUMMARY: On August 26, 2021, the Village Council approved Task Order No. 271 with Boromei Construction, Inc. for construction services for the Main WTP Replacement of Sand Loader project in the amount of \$319,949.00.

During the submittal process of the project, it was discovered that the originally specified unit by manufacturer Schenck was no longer available and a different unit had to be selected. This delayed the approval process as the engineer worked with the Contractor to verify if the new unit would work and determine how it was to be implemented.

The equipment and materials were finally approved and shipped, but several pieces arrived wrong and required to be field modified to work as intended. Some of the equipment parts were required to be weather resistant and some to be stainless steel due to changed location than what the plans call for. These issues along with longer lead times due to supply chain issues have pushed the project out further than was expected.

Therefore, Village's contracted engineer, CHA Consulting, Inc. and the Utilities department are requesting an amendment to the contract for Task Order No. 271 (Change Order No. 1) to extend the project completion date by an additional 217 calendar days for substantial completion and 339 calendar days for final completion (total contract time from 270 days to 609 days) and to reconcile the project with a credit for unused contingency allowance in the amount of \$5,000.00:

<u>Item</u>	<u>Contract</u>	<u>Contract Time/Add'l Days</u>
Original Contract Amount	\$319,949.00	270 days
<u>CO No. 1</u>	<u>-\$ 5,000.00</u>	<u>339 days</u>
Revised Contract Amount	\$314,949.00	609 days

If approved, the total cost of the Main WTP Replacement of Sand Loader project within Task Order No. 271 will be decreased to \$314,949.00 and the total contract time will be increased to 609 days.

If approved, the Main WTP Replacement of Sand Loader project will have a final completion date of May 1, 2023.

The proposed Change Order No. 1 was prepared by Boromei Construction, Inc. and reviewed by the Village's Engineer, CHA Consultants, the Assistant Village Manager, the Utilities Director, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the Main WTP Replacement of Sand Loader project (Task Order No. 271) 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 the proposed costs above the budgeted amount will be completed within the Water & Sewer Fund at a later date, if necessary.

ATTACHMENTS:

1. Change Order No. 1 - Main WTP Replacement of Sand Loader - Final Reconciliation
2. Agreement - ITB 2021B-005 Sand Loader System Replacement - Boromei Construction Inc.
3. Fiscal Impact Chart



April 17, 2023
400-089.03

(Sent via email to wsanchez@vpsfl.org)

Mr. Walt Sanchez
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Sanchez:

Reference: Change Order Request No. 1
Replacement of Sand Loader System (Main WTP)
Task Order Number: 271

Attached is Change Order Request Number 1 for the above referenced project. Change Order Request Number 1 is for Final Reconciliation of lump sum contingency allowance and contract time extension.

Please review the enclosed documents and have the appropriate Village personnel sign where indicated for Owner on the Change Order document. Once the documents have been approved and signed, return a signed copy to our office. We will then distribute the executed documents to all parties for their records.

If you have any questions or require additional information pertaining to this project, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Doug Hammann'.

Doug Hammann, P.E.

Encl.

Y:\Documents\Village\400-088.03 Replacement Sand Loader Main WTP - SDC\Change Order\Change Order #1- Time Extension_Final Reconciliation\To Village\Change Order Request No. 1 Cover Letter_VPS.docx



Date of Issuance: 4/12/2023
 Owner: Village of Palm Springs
 Contractor: Boromei Construction, Inc
 Engineer: CHA Consulting, Inc.
 Project: Replacement of Sand Loader System Main WTP

Effective Date:
 Owner's Task Order No.: 271
 Contractor's Project No.: 2021B-005
 Engineer's Project No.: 400-088.03
 Contract Name: Replacement of Sand Loader System Main WTP

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

Description: *Final Reconciliation of lump sum contingency allowance and contract time extension.*

Attachments: *Final Reconciliation Spreadsheet, Boromei Construction, Inc Project Duration Extension Request*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>319,949.00</u>	Original Contract Times: 240 Days/ 270 Days Substantial Completion: <u>April 27, 2022</u> Ready for Final Payment: <u>May 27, 2022</u> 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>319,949.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 27, 2022</u> Ready for Final Payment: <u>May 27, 2022</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>5,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>217</u> Ready for Final Payment: <u>339</u> days
Contract Price incorporating this Change Order: \$ <u>314,949.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>457 (November 30, 2022)</u> Ready for Final Payment: <u>609 (May 1, 2023)</u> dates

RECOMMENDED:		ACCEPTED:	
By: <u><i>Douglas Hamm</i></u>	By: _____	By: <u><i>Wayne Beaman</i></u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>President</u>	Title: _____
Date: <u>4/13/2023</u>	Date: _____	Date: <u>4-17-2023</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

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).

DB
Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 1 to the Replacement of Sand Loader System Main WTP 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



April 12, 2023

Village of Palm Springs
Attn: Walter Sanchez
226 Cypress Lane
Palm Springs, FL 33461

Re: ITB2021B – 005 Sandloader System Replacement (Main WTP)
Request for Days

Mr. Sanchez:

As per the Notice to Proceed issued on August 30, 2021 our original substantial completion date was April 27, 2022 with a final completion date of May 27, 2023. Due to submittal approval delays and delays in procuring the equipment from the sole sourced supplier Schenck we did not achieve substantial until November 30, 2022. Therefore, we are requesting the below time extension via this request with the attached supporting documentation.

Original Contract Times	
Substantial Completion	240 (April 27, 2022)
Final Completion	270 (May 27, 2022)

Extension Request	
Substantial Completion (via this request)	(217) November 30, 2022
Final Completion (via this request)	(339) May 1, 2023

If you have any questions or need anything additional to process our time extension request, please do not hesitate to contact our office.

Sincerely;

Melissa Stone,
Corporate Secretary

Substantial Completion: 30-Nov-22
 Final Completion Date: 30-Dec-22

Sand Loader Delays			
		Start Date	End Date
1	NTP		4/21/2021
2	Submittal approvals	4/21/2021	2/23/2022
3	Fab period	2/23/2022	6/10/2022
4	Sand loader delivery	6/10/2022	6/14/2022
5	CP delivery	6/14/2022	8/30/2022
6	Install sand loader	8/30/2022	9/4/2022
7	Tech onsite for S/U	9/22/2022	
8	CP fabrication faulty (returned)	9/27/2022	
9	Hurricane Ian strikes Florida	9/28/2022	
10	Week delay for clean up (no work)	9/28/2022	10/5/2022
11	Start Up Phase	10/11/2022	10/13/2022
12	Village using unit	600 Hr runtime	
13	SC cert granted	11/30/2022	
14	CP shipped back revised configuration	9/27/2022	12/5/2022
15	Techs back for CP install	12/6/2022	
16	Re-order remedial parts	1/18/2023	3/7/2023
17	Parts arrived to VPS Facility	3/7/2023	
18	Install SS hoses/h-ware	3/7/2023	3/10/2023
19	Install jacking nuts as a specification deviation	3/7/2023	3/29/2023
20	Installed refabricated trans hopper	3/7/2023	3/31/2023
21	Replace all Carbon Steel Hardware	3/7/2023	4/14/2023
22	Order spare parts for closeout*	TBD	

Extension Request (calendar days):	120	days
New Final Completion Date:	30-Apr-23	

Delays

- Inordinate review time as unit has major changes from plans
- Work around plant schedule for sand delivery
- Lack of relays causes CP delay refer to item 13 for total time delay.
- Remedial work for fabrication errors
- Spare parts request requires time
- Delay between 6 & 7 due to Village requiring to move sand and unit could not be out of service.
- COVID-19 Pandemic Delay
- Material availability & shipping delays due to current market conditions.
- Item 21. Delays were caused by manufacturer error by delivering partial items and did not send SS nuts.
- *Request to include under warranty period.



April 10, 2023

Village of Palm Springs
Attn: Walter Sanchez
226 Cypress Lane
Palm Springs, FL 33461

Re: ITB2021B – 005 Sandloader System Replacement (Main WTP)
Spare Parts

Mr. Sanchez:

The contractor respectfully requests for the required spare parts to be moved to a warranty item. The contractor will supply 4 blow off angle valves, 1 gas regulator and 1 Spheri valve. The parts will be a supply and deliver only with no installation required. By virtue of this document, we will deliver the spare parts by the closeout date of the warranty which is November 30, 2023.

If you have any questions or wish to discuss further, please do not hesitate to contact our office.

Sincerely;

A handwritten signature in blue ink that reads "Melissa Stone". The signature is written in a cursive, flowing style.

Melissa Stone,
Corporate Secretary

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Boromi Construction, 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 Sand Loader System Replacement as described by the Drawings and Specifications. Generally, the work includes demolition, installation of new dense phase pneumatic conveyance system, electrical, site restoration 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: **Replacement of Sand Loader System (Main WTP).**

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 240 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 270 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: \$319,949.00

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)
\$_____.
- 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. ____ (pages ____ to ____ inclusive).
 - c. ____ (pages ____ to ____ 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, 2020**.
- 8. Drawings (not attached but incorporated by reference) consisting of 28 sheets with each sheet bearing the following general title: **Replacement of Sand Loader System (Main WTP)**, dated **April 1, 2020**.
- 9. Addenda (numbers ____ to ____, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, 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.

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 (Bodily Injury and Property Damage)	\$1,000,000

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
 - b. Eckler Engineering, Inc.

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.

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

This Agreement will be effective on 8/26/21 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title: Danny Boramii, 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:

420 B NW 3rd St.

Okuchoku, FL 34972

License No.:

C6C1508299
(where applicable)

Funding to support the Main WTP Replacement of Sand Loader project (Task Order No. 271) was provided by the Water & Sewer Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2022 Approved Funding - Water & Sewer Enterprise Fund:	\$270,000.00
FY 2023 Approved Funding - Water & Sewer Enterprise Fund:	<u>\$ 25,000.00</u>
<i>Total Approved Funding</i>	<i>\$295,000.00</i>
<u>Expected Project Costs:</u>	<u>Amount</u>
Project Costs - Design & Engineering - Water & Sewer Enterprise Fund (Task Order No. 271):	\$ 1,791.80
Project Costs - Construction - Water & Sewer Enterprise Fund (Task Order No. 271):	<u>\$55,338.37</u>
<i>TOTAL PROJECT COSTS:</i>	<i>\$57,130.17</i>



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Utilities

ITEM #11: Approve Change Order No. 1 - Florida Mango Utility Relocation (Edgewater to Barbados) (Task Order No. 294) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.

SUMMARY: On January 13, 2022, the Village Council approved Task Order No. 294 with TCLM Enterprise, Inc. for construction services for the Florida Mango Utility Relocation (Edgewater to Barbados) Project for the amount of \$889,355.35.

The work to relocate the existing utilities promptly started and most of the work up to the L-8 Canal was completed by early fall of last year. The Contractor, TCLM Enterprise, Inc., has been on a holding pattern since waiting for the County contractor, Ranger Construction, to complete the demolition and construction of the new bridge. Once this portion of work is complete, then TCLM can complete the final utility connections across the bridge and finish its contracted work.

Note: Delays associated with other utilities (AT&T, FPL, and Comcast) having to relocate their services so the bridge work could commence added to the project being pushed out further than what was expected.

The Village's contracted engineer, Wantman Group, and the Utilities department are requesting an amendment to the contract for Task Order No. 294 (Change Order No. 1) with no change in contract price and to extend the project completion date by an additional 383 calendar days (total contract time from 180 days to 563 days):

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Contract Amount	\$889,355.35	180 days
CO No. 1	<u>0.00</u>	<u>383 days</u>
Revised Contract Amount	\$889,355.35	563 days

If approved, the total cost of the Florida Mango Utility Relocation (Edgewater to Barbados) Project within Task Order No. 294 will remain at \$889,355.35 and the total contract time will be increased to 563 days.

If approved, it is estimated that the proposed Florida Mango Utility Relocation (Edgewater to Barbados) Project will be completed by August of 2023.

Note: A project reconciliation will still be done at the conclusion of the project.

The proposed Change Order No. 1 was prepared by TCLM Enterprise, Inc. and reviewed by the Village's Engineer, Wantman Group, the Assistant Village Manager, The Utilities Director, the Village Attorney, the Village Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the Florida Mango Utility Relocation (Edgewater to Barbados) Project (Task Order No. 294) was provided by the Water & Sewer Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	
FY 2022 Approved Funding - Water & Sewer Enterprise Fund:	\$ 817,880.00
FY 2023 Approved Funding - Water & Sewer Enterprise Fund:	\$ 50,000.00
<i>Total Approved Funding</i>	<u>\$ 867,880.00</u>
<u>Expected Project Costs:</u>	
Project Costs - Design & Engineering - Water & Sewer Enterprise Fund (Task Order No. 294):	\$ 4,832.20
Project Costs - Construction - Water & Sewer Enterprise Fund (Task Order No. 294):	<u>\$ 534,551.45</u>
<i>TOTAL PROJECT COSTS:</i>	<u>\$ 539,383.65</u>

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 the proposed costs above the budgeted amount will be completed within the Water & Sewer Fund at a later date, if necessary.

ATTACHMENTS:

1. Agreement - TCLM Enterprise, Inc. - Florida Mango (Edgewater to Barbados) - Construction Services
2. Change Order No. 1 - Florida Mango (Edgewater to Barbados) - Time Extension

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Florida Mango Road Utility Relocation project between Edgewater Drive and Barbados Road

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by WGI.
- 3.02 The Owner has retained WGI ("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 150 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 180 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 \$ 200.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Conditions	LS	1	25,300.00	25,300.00
2	Mobilization	LS	1	6,600.00	6,600.00
3	Maintenance of Traffic	LS	1	14,000.00	14,000.00
4	Aerial Crossing	LS	1	100,950.00	100,950.00
5	Remove Existing 8" WM	LF	2000	27.40	54,800.00
6	Connect T Existing 8" WM	EA	6	2,295.00	13,770.00
7	8" PVC WM	LF	2085	39.00	81,315.00
8	8" DIP WM	LF	55	222.25	12,223.75
9	8" DIP 45 Degree Fittings for WM	EA	30	633.00	18,990.00
10	8" DIP 90 Degree Fittings for WM	EA	1	606.00	606.00
11	8"x 8" Tee for WM	EA	7	838.00	5,866.00
12	8" Gate Valve for WM	EA	10	1,950.00	19,500.00
13	8" Cap Water Main	EA	1	387.00	387.00
14	2" Air Release Valve for WM	EA	1	6,075.00	6,075.00
15	Sample Points	EA	3	471.00	1,413.00
16	Remove Existing 24" FM	LF	118	12.70	1,498.60
17	Remove Existing 16" FM	LF	45	12.70	571.50
18	Remove Existing 10" FM	LF	35	12.70	444.50
19	Connect to Existing 24" FM	EA	1	6,700.00	6,700.00
20	24" PVC FM	LF	145	400.00	58,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
21	24" DIP FM	LF	43	1,370.00	58,910.00
22	24" DIP 45 Degree Fitting for FM	EA	10	5,770.00	57,700.00
23	24" x 16" Reducer for FM	EA	1	4,200.00	4,200.00
24	24" Gate Valve for FM	EA	1	20,082.00	20,082.00
25	16" PVC FM	LF	52	168.00	8,736.00
26	16" 45 Degree Fitting for FM	EA	2	2,820.00	5,640.00
27	16" x 10" Reducer for FM	EA	1	2,325.00	2,325.00
28	16" Gate Valve for FM	EA	1	7,040.00	7,040.00
29	10" PVC FM	LF	22	101.00	2,222.00
30	10" DIP 45 Degree Fitting for FM	EA	2	1,550.00	3,100.00
31	2" Aire Release Valve for FM	EA	1	6,400.00	6,400.00
32	Flowable Fill	CY	3	470.00	1,410.00
33	2" Poly Water Services	EA	15	1,467.00	22,005.00
34	Asphalt Conc. Friction Course (1.0") (Fc-9.5)	SF	18,350	3.20	58,720.00
35	Superpave Asphalt Conc. (1.5") (Sp-9.5)	SF	18,350	2.50	45,875.00
36	Conc Sidewalk 4" (Allowance)	SY	1,200	55.00	66,000.00
37	Conc Sidewalk/Driveways 6" (Allowance)	SY	700	65.00	45,500.00
38	Testing and Survey	LS	1	10,980.00	10,980.00
39	As-bults	LS	1	3,500.00	3,500.00
Total of All Unit Price Bid Items					\$859,355.35

Lump Sum Contingency Allowance	\$ 30,000.00
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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.

- B. Total of Lump Sum Amount, Unit Price Work, and Contingency (subject to final Unit Price adjustment) \$ **889,355.35**.

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 16, 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. (pages to , inclusive).
 - c. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 72, inclusive).
 - 6. Supplementary Conditions (pages 1 to 10, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 20 sheets with the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. None.
 - 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.
- E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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 *Scrutinized Companies*

- A. Company 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 Company or any of its subcontractors are found to have submitted a false certification; or if the Company 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. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company 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. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. 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.

10.10 *Public Records*

- A. The 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:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. 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.

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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
4. 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 Insurance

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

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

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

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

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000

- d. Each Occurrence \$1,000,000
(Bodily Injury and Property Damage)
- 3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:
 - Each Person \$500,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Incident \$1,000,000
- 4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000
- 5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
 - a. Contractor's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000
- 6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.12 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

- d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

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

10.14 *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.

10.15 *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.

10.16 *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.

10.17 *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.

10.18 *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.

10.19 *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.

10.20 *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.

10.21 *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.

10.22 *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.

10.23 *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.

10.24 *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.

10.25 *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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

DRAWING SHEET INDEX

CIVIL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
C001	COVER
C002	GENERAL NOTES
C003	SUMMARY OF PAY ITEMS
CU100	UTILITY PLAN AND PROFILE
CU101	UTILITY PLAN AND PROFILE
CU102	UTILITY PLAN AND PROFILE
CU103	UTILITY PLAN AND PROFILE
CU104	CANAL CROSSING DETAIL
CU105	UTILITY LOCATION SHEET
C700	WASTEWATER DETAILS
C701	WASTEWATER DETAILS
C800	WATER DETAILS
C801	WATER DETAILS
C802	WATER DETAILS
STRUCTURAL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
S0.1	GENERAL NOTES
S1.0	PLAN
S1.1	ELEVATION
S2.0	PILE CAP DETAIL
S2.1	FAN GUARD FRONT DETAIL
S2.2	FAN GUARD SIDE DETAIL

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

This Agreement will be effective on 1/13/2022 which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title: Pres.

Attest:

Title: Village Clerk

Approved
as to
Form:

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

13720 Hamlin Blvd.
West Palm Beach, FL 33412

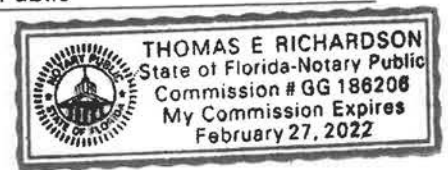
License No.:

CGC046458
(where applicable)



Attest:

Title: Notary Public



Change Order No. 1

Date of Issuance: April 20, 2023

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 294

Contractor: TCLM Enterprise, Inc

Project Bid No. (ITB #): 2022B-001

Engineer: Wantman Group, Inc.

Engineer's Project No.: 3527.10

Project: Fl Mango Utility Relocation (Edgewater to Barbados)

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

Description: *Project delays due to County work associated with the removal and construction of the new L-8 Canal bridge. All other utility relocation work up to the bridge has been completed. Delays were caused by waiting for other utility companies (AT&T, FPL, Comcast) to relocate their services so bridge work could be performed.*

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 889,355.35	Original Contract Times: 150 Days / 180 Days Substantial Completion: <u>July 14, 2022</u> Ready for Final Payment: <u>August 15, 2022</u> days / dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price prior to this Change Order: \$ 889,355.35	Contract Times prior to this Change Order: Substantial Completion: <u>July 14, 2022</u> Ready for Final Payment: <u>August 15, 2022</u> dates
[Increase] [Decrease] of this Change Order: \$ 0.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>383 Days</u> Ready for Final Payment: <u>383 Days</u> days
Contract Price incorporating this Change Order: \$ 889,355.35	Contract Times with all approved Change Orders: Substantial Completion: <u>August 1, 2023</u> Ready for Final Payment: <u>August 31, 2023</u> dates

RECOMMENDED:
By: Ching H. Res
Wantman Group, Inc.
Title: Senior Project Manager
Date: 4/20/23

ACCEPTED:
By: _____
Village of Palm Springs
Title: Mayor
Date: _____

ACCEPTED:
By: [Signature]
TCLM Enterprise, Inc.
Title: President
Date: 4/21/2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Utilities

ITEM #12: Approve Change Order #3 - Vac Station #1 Safety Improvements (Task Order # 240, 266, 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, 266, 278 with Hinterland Group, Inc. for construction services for the Vac Station #1 Safety Improvements Project for \$472,600.00.

During the construction permitting process, 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 regarding meeting accessibility requirements and required setbacks. The Village and the EOR, made several attempts to clarify that this was a utility building not accessible to the public and that improvements consisted of only adding a stairwell and a new emergency generator. Going back and forth until the concerns were clarified delayed the project for over a year. The initial notice -to-proceed (NTP) was dated August 23, 2021. Palm Beach County finally obtained the permit on January 23, 2023.

Note: This is the 2nd time extension request by the Contractor, Hinterland Group, Inc., on this project due to delays beyond their control.

The Village's contracted engineer, CHA Consulting, Inc., and the Utilities department are requesting an amendment to the contract for Task Orders No. 240, 266, and 278 (Change Order No. 3) for \$0 change in the contract amount 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 Vac Station No. 1 Safety Improvements Project within Task Orders No. 240, 266, and 278 will remain at \$421,050.05, and the total contract time will increase 752 days.

If approved, the Vac Station No. 1 Safety Improvements Project is estimated to be complete by September 14, 2023.

The proposed Change Order No. 3 was prepared by Hinterland Group, Inc. and reviewed by the Village's Consulting Engineer, CHA Consulting, Inc., the Assistant Village Manager, the Utility Director, the Village Attorney, the Village Project Manager, the Finance Director.

FISCAL IMPACT:

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 the proposed costs above the budgeted amount will be completed within the Water & Sewer Fund at a later date, if necessary.

ATTACHMENTS:

1. Change Order Request No. 3
2. Change Order No. 2 - Vacuum Pump Station No 1 Improvements - Time Extension
3. Change Order No. 1 - Vacuum Pump Station No 1 Improvements-Generator Credit
4. Services Agreement Hinterland Group-Vacuum Station No. 1 - Construction Services



April 20, 2023
400-089.03

(Sent via email to wsanchez@vpsfl.org)

Mr. Walt Sanchez
226 Cypress Lane
Palm Springs, Florida 33461

Dear Mr. Sanchez:

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 is for contract time extension due to permitting delays.

Please review the enclosed documents and if everything meets with your approval, have the appropriate Village personnel sign where indicated by Owner on page 1 of 1 of the attached Change Order document. Once you have completed your review and these documents have been signed, return a scanned copy to our office. We will forward the documents to Hinterland Group, Inc. for their files.

If you have any questions or require additional information pertaining to this project, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Doug Hammann'. The signature is fluid and cursive, with the first name 'Doug' and last name 'Hammann' clearly visible.

Doug Hammann, P.E.

Encl.

Y:\Documents\Village\400-089.03 Vacuum Pump Station No.1 Improvements - SDC\Change Orders\Change Order No. 3 - 2nd Time Extension

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>9/14/2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> By: _____	By: _____	By: <u>[Signature]</u>
CHA - EOR (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Team Leader</u>	Title _____	Title <u>Project Director</u>
Date: <u>4/18/2023</u>	Date _____	Date <u>4/19/23</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. 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



April 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 222 calendar days and the final completion date must be set for September 14, 2023.

Should any further information be needed please feel free to contact us.

Sincerely,

Kervin Flores-Garcia
Project Manager
Hinterland Group Inc.

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

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:	ACCEPTED:	ACCEPTED:
By: <u>Chris D. Davis</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</u>	Title: <u>Project Director - H6</u>
Date: <u>April 22, 2022</u>	Date: <u>June 9, 2022</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.

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: May 11, 2023

DEPARTMENT: Utilities

ITEM #13: Approve Change Order No. 2 & Closeout - Main & Pratt WTP MIEX Regen Upgrade (Task Orders No. 268 and No. 238) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Lawrence Lee Construction Services, Inc.

SUMMARY: On October 6, 2021, the Village Council approved Task Orders No. 268 and No. 238 with Lawrence Lee Construction Services, Inc. for construction services for the Main Water Treatment Plant (WTP) and Pratt Water Treatment Plant (WTP) MIEX Regeneration Upgrade Project for the combined amount of \$3,414,000.00.

The Village retained the option of directly purchasing MIEX units from the manufacturer and thereby receiving tax savings. Deductive change orders were issued to Lawrence Lee Construction Services, Inc. for each MIEX unit under the option the Village exercised. The Village issued a purchase order directly to the manufacturer of the MIEX Regeneration equipment, IXOM Watercare, in the amounts of \$1,156,100.00 for the Main WTP MIEX Regeneration equipment (TO No. 268) and \$889,355.00 for the Pratt WTP MIEX Regeneration equipment (TO# 238). The tax savings by directly purchasing the MIEX units from the manufacturer was \$115,229.00.

The project was awarded as one contract with two task orders and two purchase orders.

The work started on the project on December 13, 2021, and both projects reached substantial completion on March 24, 2023. In order to reconcile the two projects, change orders were prepared for each, and time extensions were requested due to longer than normal material lead times.

CHA Consulting, Inc., the Village's contracted engineer, and the Utilities department are requesting an amendment to the contract for Task Order No. 268 and No. 238 (Change Order No. 2) to reconcile both projects for unused contingency allowances. In addition to a deductive change order for the Main WTP of \$91,343.00 and a deductive Change Order for the Pratt WTP of \$51,543.50, an extension of 131 additional calendar days is being requested as part of the project contract extension (total contract time increased from 365 days to 496 days). Accordingly, the total cost of the Main & Pratt WTP MIEX Regen Upgrade Project will be \$1,295,713.50, with a total contract time of 496 days. The final completion date for the proposed Main & Pratt WTP MIEX Regeneration Upgrade Project is April 24, 2023.

The proposed reconciliation Change Order No. 2 was prepared by Lawrence Lee Construction Services, Inc. and reviewed by the Village's Contract Engineer, Utilities Director, Assistant Utilities Director, and Finance Director.

FISCAL IMPACT:

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add' l Days</u>
Original Contract Amount	\$3,414,000.00	365 days
CO #1 - Main WTP	-\$1,156,100.00	0 Days
CO #1 - Pratt WTP	-\$819,300.00	0 Days
Proposed CO #2 - Main WTP	-\$91,343.00	0 Days (combined below)
Proposed CO #2 - Pratt WTP	<u>-\$51,543.50</u>	<u>131 days</u>
Revised Contract Amount	\$1,295,713.50	496 days

If approved, the revised total construction cost of the Main & Pratt WTP MIEX Regen Upgrade, Task Orders No. 268 and No. 238, will be \$1,295,713.50 and the total contract time will be 496 days. No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed.

Funding to support the Main WTP and Pratt WTP MIEX Regen Upgrade Project (Task Order No. 268 and Task Order No. 238) was provided by the Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Change Order No. 2 - Main WTP Miex - Project Reconciliation
2. CO #2 - Pratt WTP Miex-Project Reconciliation_20230413 (Signed)
3. Agreement - Lawrence Lee-Main & Pratt Miex System_20211006 (Executed)



April 17, 2023
400-086.03

(Sent via email to wsanchez@vpsfl.org)

Mr. Walt Sanchez
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Sanchez:

Reference: Change Order Request No. 2 (Final Reconciliation)
MIEX Regeneration System Upgrade- Main WTP
Village of Palm Springs P.O. Number: 115
Task Order Number: 268

Attached is Change Order Request Number 2 for the above referenced project. Change Order Request Number 2 is for Final Reconciliation of lump sum contingency allowance and contract time extension.

Please review the enclosed documents and have the appropriate Village personnel sign where indicated for Owner on the Change Order document. Once the documents have been approved and signed, return a signed copy to our office. We will then distribute the executed documents to all parties for their records.

If you have any questions or require additional information pertaining to this project, please do not hesitate to contact me.

Sincerely,

Bryant Facey, P.E.

Encl.

Y:\Documents\Village\400-086.03 MIEX Regeneration System Upgrade - Main WTP- SDC\Change Orders\CO#02, Final Reconciliation

Change Order No. 2

Date of Issuance: 4/13/2023

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 268

Contractor: Lawrence Lee Construction Services, Inc.

Contractor's Project No.:

Engineer: CHA Consulting, Inc.

Engineer's Project No.: 400-086.03

Project: Main WTP MIEX Regeneration system Upgrade

Contract Name: MIEX Regen Upgrades-Main WTP

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

Description: *Final Reconciliation of lump sum contingency allowance and contract time extension.*Attachments: *Final Reconciliation Spreadsheet, Lawrence Lee Construction Services, Inc. Project Duration Extension Request*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: 335 Days 365 Days
\$ <u>1,940,000.00</u>	Substantial Completion: <u>November 13, 2022</u>
	Ready for Final Payment: <u>December 13, 2022</u>
	dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> :
\$ <u>1,156,100.00</u>	Substantial Completion: <u>0</u>
	Ready for Final Payment: <u>0</u>
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>783,900.00</u>	Substantial Completion: <u>November 13, 2022</u>
	Ready for Final Payment: <u>December 13, 2022</u>
	dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>91,343.00</u>	Substantial Completion: <u>131</u>
	Ready for Final Payment: <u>131</u>
	days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>692,557.00</u>	Substantial Completion: <u>March 24, 2023</u>
	Ready for Final Payment: <u>April 24, 2023</u>
	dates

RECOMMENDED:		ACCEPTED:	
By: <u></u>	By: <u></u>	By: <u></u>	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>PROJ. MANAGER</u>	Title: _____
Date: <u>4/13/2023</u>	Date: _____	Date: <u>4/20/23</u>	Date: _____

Approved by Funding Agency (if applicable)

 By: _____
 Title: _____

Date: _____

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).

JS
Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order No. 2 to the MIEX Regen Upgrades-Main WTP 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

MAIN WATER TREATMENT PLANT MIEX REGENERATION SYSTEM UPGRADE
 400-086.03
 Allowance Authorization Log

AR/CO#	Description	Date Prepared	Date Executed	Authorization Balance
	PROJECT START			\$ 50,000.00
	Balance increase from ODP of Ixom Equipment	2/21/2022	2/21/2022	\$67,719.00
				\$ 117,719.00
AR#1	15'x15' Louver re-screening	12/22/2022	12/2/2022	\$ (1,797.00)
				\$ 115,922.00
AR#2	Flow Meters	3/7/2023	3/13/2023	\$ (24,579.00)
				\$ 91,343.00
	Remaining Balance:			\$ 91,343.00

Change Order No. 1

Date of Issuance:	February 18, 2022	Effective Date:	
Owner:	Village of Palm Springs	Owner's Task Order No.:	268
Contractor:	Lawrence Lee Construction Services, Inc.	Contractor's Project No.:	
Engineer:	Eckler Engineering, Inc.	Engineer's Project No.:	400-076.03
Project:	Main WTP MIEX Regeneration System Upgrade	Contract Name:	MIEX Regen Upgrades- Main WTP

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

Description:

Contract cost adjustment from Owner purchase of the MIEX regeneration system from the Manufacturer, IXOM.

The cost of the equipment and manufacturer freight and services charges shall be removed from the contract price. The savings from the sales tax will be transferred to the Miscellaneous Work Allowance. This contract change order includes transferring \$67,719 from the contract cost to the Miscellaneous Work Allowance.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times:
\$ 1,940,000.00	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:
\$ 0.00	Substantial Completion: _____
	Ready for Final Payment: _____
	days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,940,000.00	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ 1,156,100.00	Substantial Completion: _____
	Ready for Final Payment: _____
	days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 783,900.00	Substantial Completion: <u>September 30, 2019</u>
	Ready for Final Payment: _____
	days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>B. S. F.</u>	B <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	T <u>Public Services Administrator</u>	Title: <u>PROJECT MANAGER</u>
Date: <u>2-18-2022</u>	D <u>2-18-22</u>	Date: <u>2/18/22</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Allowance Release No. 1

Date of Issuance: 12/22/2022 Effective Date: 12/22/2022
Owner: Village of Palm Springs Owner's Task Order No.: 268
Contractor: Lawrence Lee Construction Services
Engineer: Eckler Engineering, Inc. Engineer's Project No.: 400-086.03
Project: Main WTP MIEX Regeneration System Upgrades

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: Contractor shall provide and install new screening and frame for the louver located at the MIEX Building. The louver is approximately 15' x 15'. Screening will be replaced in kind and number of frames will match existing.

Attachments: *Cost Proposal #01 – Re-Screening Louvers*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ 50,000.00

[Increase]~~[Decrease]~~ from previously approved Change Order No. 1 :

\$ 67,719.00

Construction Allowance prior to this Allowance Release:

\$ 117,719.00

Decrease of this Allowance Release:

\$ 1,797.00

Construction Allowance incorporating this Allowance Release:

\$ 115,922.00

By: <u>BSK</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
RECOMMENDED:	ACCEPTED:	ACCEPTED:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Assistant Utilities Director</u>	Title: <u>PROJ. MANAGER</u>
Date: <u>12/22/2022</u>	Date: <u>12/22/22</u>	Date: <u>12/22/22</u>



Allowance Release No. 2

Date of Issuance: 3/7/2023
Owner: Village of Palm Springs
Contractor: Lawrence Lee Construction Services
Engineer: Eckler Engineering, Inc.
Project: Main WTP MIEX Regeneration System Upgrades

Effective Date: 3/7/2023
Owner's Task Order No.: 268
Engineer's Project No.: 400-086.03

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: Contractor shall provide and install (3) new flowmeters and additional 3" stainless steel piping and fittings required to finish the MIEX regeneration system. Proposal also includes pipe installation appuretnances to allow installation of the additional SS piping. Breakdown of the proposal cost and materials included is attached.

Attachments: *Cost Proposal #03 – Flow meters additional S.S.*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ 50,000.00

[Increase]~~[Decrease]~~ from previously approved Allowance Release No. 1 :

\$ 67,719.00

Construction Allowance prior to this Allowance Release:

\$ 115,922.00

Decrease of this Allowance Release:

\$ 24,579.00

Construction Allowance incorporating this Allowance Release:

\$ 91,343.00

RECOMMENDED:			ACCEPTED:			ACCEPTED:		
By:	<u>BSC</u>	By:	<u>[Signature]</u>	By:	<u>[Signature]</u>			
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)			
Title:	Project Manager	Title:	<u>Assistant Utilities Director</u>	Title:	<u>PROJ. MANAGER</u>			
Date:	3/7/2023	Date:	<u>3/8/23</u>	Date:	<u>3/13/23</u>			

APPROVED:		
By:	<u>[Signature]</u>	
	Village Manager (VPS)	
Date:	<u>3/9/23</u>	



LAWRENCE ■ LEE
CONSTRUCTION SERVICES

To: Bryant Facey, PE
CHA Consulting, Inc.
E: BFacey@chacompanies.com

Date: Monday April 10, 2023

Re: **Village of Palm Springs
MIEX Improvements Project Main
Request For Additional Time**

Mr. Facey:

In reference to Article 12.01-B of the General Conditions – *Submittal of Claim*, due to circumstance outside the control of the contractor (MIEX equipment delivery delays), Lawrence Lee Construction Services is requesting an additional 131 calendar days be added to the “MIEX Regeneration System Upgrade Main Plant” contract time. This extension would move the date of substantial completion to 3/24/23 and final completion to 4/24/23. This is a non-compensatory/ time only request.

Should you have any questions or concerns regarding this issue, please do not hesitate to call (561-578-7027).

Sincerely,

Richard Stahl
Project Manager
Lawrence Lee Construction Services, Inc
C: 561-577-7027
E: RS@LawrenceLeeConstruction.com

Cc: Steve Flannery, LLCS
Geoff Schmidt, LLCS



April 17, 2023
400-076.03

(Sent via email to wsanchez@vpsfl.org)

Mr. Walt Sanchez
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Sanchez:

Reference: Change Order Request No. 2 (Final Reconciliation)
MIEX Regeneration System Upgrade- Pratt WTP
Village of Palm Springs P.O. Number: 116
Task Order Number: 238

Attached is Change Order Request Number 2 for the above referenced project. Change Order Request Number 2 is for Final Reconciliation of lump sum contingency allowance and contract time extension.

Please review the enclosed documents and have the appropriate Village personnel sign where indicated for Owner on the Change Order document. Once the documents have been approved and signed, return a signed copy to our office. We will then distribute the executed documents to all parties for their records.

If you have any questions or require additional information pertaining to this project, please do not hesitate to contact me.

Sincerely,

Bryant Facey, P.E.

Encl.

Y:\Documents\Village\400-076.03 RLP MIEX Regen Upgrades - SDC\Change Orders\CO #2, Final Reconciliation

Change Order No. 2

Date of Issuance: 4/13/2023

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 238

Contractor: Lawrence Lee Construction Services, Inc.

Contractor's Project No.:

Engineer: CHA Consulting, Inc.

Engineer's Project No.: 400-076.03

Project: Pratt WTP MIEX Regeneration system Upgrade

Contract Name: MIEX Regen Upgrades-Pratt WTP

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

Description: *Final Reconciliation of lump sum contingency allowance and contract time extension.*Attachments: *Final Reconciliation Spreadsheet, Lawrence Lee Construction Services, Inc. Project Duration Extension Request*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,474,000.00</u>	Original Contract Times: 335 Days 365 Days Substantial Completion: <u>November 13, 2022</u> Ready for Final Payment: <u>December 13, 2022</u> dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>819,300.00</u>	[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: \$ <u>654,700.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 13, 2022</u> Ready for Final Payment: <u>December 13, 2022</u> dates
[Increase] [Decrease] of this Change Order: \$ <u>51,543.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>131</u> Ready for Final Payment: <u>131</u> days
Contract Price incorporating this Change Order: \$ <u>603,156.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 24, 2023</u> Ready for Final Payment: <u>April 24, 2023</u> dates

RECOMMENDED:
By:
Engineer (if required)
Title: Project Manager
Date: 4/13/2023

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

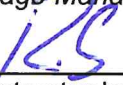
ACCEPTED:
By:
Contractor (Authorized Signature)
Title: PROJECT MANAGER
Date: 4/20/23

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

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 MIEX Regen Upgrades-Pratt WTP 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

VPS RL Pratt MIEX Regen System Upgrades
400-076.03
Allowance Authorization Log

AA/CO#		Description	Date Prepared	Date Executed	Authorization Balance
PROJECT START					\$ 50,000.00
CO 1		ODP Sales Tax reallocation to allowance	2/18/2022	2/18/2022	\$47,511.00
					\$ 97,511.00
AA 1		Palm Beach County Permit fee	5/3/2022	5/4/2022	\$ (12,127.50)
					\$ 85,383.50
AA 2		New Screening	12/22/2022	12/22/2022	\$ (2,218.00)
					\$ 83,165.50
AA 3		Flow Meters	3/10/2023	3/15/2023	\$ (31,622.00)
					\$ 51,543.50
Remaining Balance:					\$ 51,543.50

Change Order No. 1

Date of Issuance: February 18, 2022

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 238

Contractor: Lawrence Lee Construction Services, Inc.

Contractor's Project No.:

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-076.03

Project: Pratt WTP MIEX Regeneration System Upgrade

Contract Name: MIEX Regen Upgrades-
Pratt WTP

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

Description:

Contract cost adjustment from Owner purchase of the MIEX regeneration system from the Manufacturer, IXOM.

The cost of the equipment and manufacturer freight and services charges shall be removed from the contract price. The savings from the sales tax will be transferred to the Miscellaneous Work Allowance. This contract change order includes transferring \$47,511 from the contract cost to the Miscellaneous Work Allowance.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,474,000.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 1,474,000.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 819,300.00	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 654,700.00	Contract Times with all approved Change Orders: Substantial Completion: <u>September 30, 2019</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>B. S. G.</u> B	By: <u>[Signature]</u> B	By: <u>[Signature]</u> B
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u> T	Title: <u>Public Service Administrator</u> T	Title: <u>PROJECT MANAGER</u> T
Date: <u>2-18-2022</u> D	Date: <u>2-18-22</u> D	Date: <u>2/18/22</u> D

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

ALLOWANCE AUTHORIZATION

Project:	MIEX Regeneration System Upgrade-	Authorization No.:	01
	RL Pratt WTP	From:	Eckler Engineering, Inc.
To:	Lawrence Lee Construction Services	Date:	May 3, 2022
	800 SE Lincoln Ave	EEL Project No.:	400-076.03
	Stuart, FL 34994	Client Project No.:	PO # 116

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

AA #01 covers the permit fees associated with the Contractor obtaining permits from the Palm Beach County Planning, Zoning, & Building Department for construction activities for RL Pratt WTP MIEX regeneration project.

Permits fee summary is attached.

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance	\$	50,000.00
Allowance Expenditures prior to this Authorization	\$	+ 47,511.00
Allowance Balance prior to this Authorization	\$	97,511.00
Allowance will be [increased] [decreased] by this Authorization	\$	12,127.50
New Allowance Balance	\$	85,383.50

APPROVAL RECOMMENDED

Eckler Engineering, Inc.

ENGINEER

By

5-3-2022

Date

OWNER APPROVAL

Village of Palm Springs

OWNER

By

5/4/22

Date

CONTRACTOR ACCEPTANCE

Lawrence Lee Construction Services, Inc.

CONTRACTOR

By

5/4/22

Date

Copies: ☒ OWNER ☒ CONTRACTOR ☐ CONSULTANTS ☐ _____ ☒ FILE

ECKLER ENGINEERING, INC.



Allowance Release No.

2

Date of Issuance: 12/22/2022

Effective Date: 12/22/2022

Owner: Village of Palm Springs

Owner's Task Order No.: 238

Contractor: Lawrence Lee Construction Services

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-076.03

Project: RL Pratt MIEX Regeneration System Upgrades

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: Contractor shall provide and install new screening and frame for the louver located at the MIEX Building. The louver is approximately 15' x 15'. Screening will be replaced in kind and number of frames will match existing.

Attachments: Cost Proposal #01 – Re-Screening Louvers

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ 50,000.00

[Increase]~~[Decrease]~~ from previously approved Allowance Release No. 1 to No. 1 :

\$ 35,383.50

Construction Allowance prior to this Allowance Release:

\$ 85,383.50

Decrease of this Allowance Release:

\$ 2,218.00

Construction Allowance incorporating this Allowance Release:

\$ 83,165.50

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>Project Manager</u>	Title: <u>Assistant Utilities</u>	Title: <u>PROJ. MANAGER</u>
Date: <u>12/22/2022</u>	Date: <u>12/22/22</u>	Date: <u>12/22/22</u>

Allowance Release No. 3

Date of Issuance: 3/10/2022

Effective Date: 3/10/2022

Owner: Village of Palm Springs

Owner's Task Order No.: 238

Contractor: Lawrence Lee Construction Services

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-076.03

Project: RL Pratt MIEX Regeneration System Upgrades

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description: Contractor shall provide and install (4) new flowmeters and additional 3" stainless steel piping and fittings required to finish the MIEX regeneration system. Proposal also includes pipe installation appurtenances to allow installation of the additional SS piping. Breakdown of the proposal cost and materials included is attached.

Attachments: Cost Proposal #03 – Flow Meters & S.S. Pratt

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

\$ 50,000.00

[Increase][Decrease] from previously approved Allowance Release No. 1 to No. 2 :

\$ 33,165.50

Construction Allowance prior to this Allowance Release:

\$ 83,165.50

Decrease of this Allowance Release:

\$ 31,622.00

Construction Allowance incorporating this Allowance Release:

\$ 51,543.50

RECOMMENDED:

By: B. S. F.
Engineer (if required)
Title: Project Manager
Date: 3/10/2022

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)
Title: Assistant Utilities Director
Date: 3/14/23

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Title: PRATT MANAGER
Date: 3/13/23

APPROVED:

By: [Signature]
Title: Village Manager (VPS)
Date: 3/15/23



LAWRENCE ■ LEE
CONSTRUCTION SERVICES

To: Bryant Facey, PE
CHA Consulting, Inc.
E: BFacey@chacompanies.com

Date: Monday April 10, 2023

Re: **Village of Palm Springs
MIEX Improvements Project Pratt
Request For Additional Time**

Mr. Facey:

In reference to Article 12.01-B of the General Conditions – *Submittal of Claim*, due to circumstance outside the control of the contractor (MIEX equipment delivery delays), Lawrence Lee Construction Services is requesting an additional 131 calendar days be added to the “MIEX Regeneration System Upgrade R.L Pratt Plant” contract time. This extension would move the date of substantial completion to 3/24/23 and final completion to 4/24/23. This is a non-compensatory/ time only request.

Should you have any questions or concerns regarding this issue, please do not hesitate to call (561-578-7027).

Sincerely,

Richard Stahl
Project Manager
Lawrence Lee Construction Services, Inc
C: 561-577-7027
E: RS@LawrenceLeeConstruction.com

Cc: Steve Flannery, LLCS
Geoff Schmidt, LLCS

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Lawrence Lee Construction Services, 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 MIEX Regeneration System Upgrades as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new MIEX Regeneration System process equipment at two water treatment facilities, piping modifications, structural improvements, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.
- 1.02 ***NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, OR ANY OF THE SUPPLEMENTAL DOCUMENTS, INCLUDING THE BID FORM, THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THE VILLAGE OF PALM SPRINGS (OWNER) RESERVES THE RIGHT TO PURCHASE ANY AND ALL EQUIPMENT, MATERIALS OR SUPPLIES, WHERE TO DO SO WILL LAWFULLY AVOID THE PAYMENT OR OBLIGATION FOR PAYMENT, OF FLORIDA SALES AND USE TAX. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER IN SPECIFYING AND WORKING WITH ANY THIRD PARTY EQUIPMENT VENDORS OR SUPPLIERS SELECTED BY THE CONTRACTOR AND/OR THE OWNER, AND APPROVED BY THE OWNER, FOR THE PURCHASE OF END ITEMS AND COMPONENTS OF END ITEMS. CONTRACTOR WILL ADVISE THE OWNER OF ANY AND ALL OPPORTUNITIES TO DIRECT PURCHASE END ITEMS AND COMPONENTS OF END ITEMS, GIVING THE OWNER A REASONABLE TIME PERIOD WITHIN WHICH TO ACCOMPLISH THE PURCHASE OF SUCH ITEMS, AND MEET THE TIME SCHEDULES AND CONTRACT TIMES ALLOWED HEREIN. IN THE EVENT THAT OWNER SHALL DECIDE NOT TO MAKE ONE OR MORE SUCH PURCHASES, WITHIN THE TIME FRAME OF THE WORK, THE CONTRACTOR SHALL MAKE THE PURCHASES AND SHALL PAY ALL REQUIRED TAXES. ANY WAIVER OF THIS PROVISION ON THE PART OF THE OWNER, SHALL NOT CONSTITUTE AN ONGOING WAIVER, AND THE CONTRACTOR SHALL NONETHELESS BE OBLIGATED TO NOTIFY THE OWNER OF ANY AND ALL REMAINING OPPORTUNITIES TO MAKE DIRECT PURCHASES.***

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **MIEX Regeneration System Upgrade – Main and R. L. Pratt Water Treatment Plants.**

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 335 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 365 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: \$ ~~3,414,000.00~~

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
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)
~~\$ 3,414,000.00~~
- 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 an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and

progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, the retainage will be reduced in accordance with Florida Statute 218.735; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 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 14, inclusive).
 - 2. Performance bond (pages 15 to 16, inclusive).
 - 3. Payment bond (pages 17 to 18, inclusive).
 - 4. Other bonds.
 - a. 19 (pages 19 to 20, inclusive).
 - b. 20 (pages 21 to 22, inclusive).
 - c. 21 (pages 23 to 24, 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 May 22, 2020.
 - 8. Drawings (not attached but incorporated by reference) consisting of 71 sheets with each sheet bearing the following general title: MIEX Regeneration System Upgrade Main WTP (Bid Package "A"), dated May 22, 2020.

Drawings (not attached but incorporated by reference) consisting of 71 sheets with each sheet bearing the following general title: MIEX Regeneration System Upgrade R. L. Pratt WTP (Bid Package "B"), dated May 22, 2020.
 - 9. Addenda (numbers 1 to 3, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 25 to 26, 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
Personal and Advertising Injury	\$1,000,000
c. 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
- b. Eckler Engineering, Inc.

10.11 *Public Construction Bond*

- A. If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as Exhibit "B" or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.
- C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:
 - a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
 - e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 - f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.12 *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.

10.13 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.

10.14 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.

10.15 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.

10.16 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.

10.17 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.

10.18 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.

10.19 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.

10.20 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.

10.21 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.

10.22 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.

10.23 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.

10.24 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

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

This Agreement will be effective on 10/06/2021 (which is the Effective Date of the Contract).

VILLAGE:

By:

Title: Mayor

CONTRACTOR:

By:

Title: President

(Seal)

Attest:

Title: Village Clerk

Approved
as to
Form:

Title: Village Attorney

Attest:

Title: Notary Public



Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

800 SE Lincoln Ave

Stuart, FL 34994

License No.: CGC-1525837

(where applicable)



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Parks & Recreation

ITEM #14: Approve Amendment 002 - Interlocal Cooperation Agreement (R2014-41) - Parks and Recreation Department - (Urban County qualification Process Fiscal Years 2024-2026)

SUMMARY: The Village staff is recommending that the Village extend the current interlocal agreement with Palm Beach County as part of the Urban County Qualification Process for FY 2024 - FY 2026. This would provide the Village with annual proportionate Federal Community Development Block Grant (CDBG) funding to support various improvements within the Village.

Title 1 of the Federal Housing and Community Development Act of 1974 mandates that counties and their local municipalities enter into an Interlocal Cooperation Agreement in order to implement CDBG activities within that municipality. In accordance with Housing and Urban Development (HUD) and CDBG requirements, the Village has participated in the County's Urban County Qualification Process Program and has received funding that is intended to:

- Benefit low-and moderate-income persons
- Including a public facility in need of repair or replacement, including ADA and accessibility improvements, and/or
- Aid in the elimination of blight

On July 10th, 2014, an Interlocal Agreement with Palm Beach County was executed (Village R2014-41); Palm Beach County Interlocal Agreement (R2014-1167) (the "Agreement"), for the purpose of implementing the (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs, Pursuant to Section 125.01 and Section 163, Part III, Florida Statutes, for Fiscal Years 2015, 2016 and 2017; and providing an effective date.

Nine (9) years and the Village has received (and is estimated to receive) \$1,599,562 in CDBG funding. To date, this CDBG funding has supported the completion and/or the ongoing design and construction of the following projects:

- Replacement of Davis Road (L-10 Canal) Pedestrian Road Walking Bridge
- Development of Foxtail Palm Park
- Development of the Areca Palm Fitness Park
- Development of the new Park Connector Pathway Project

This agreement (R2014-1167) was extended/amended on May 14th, 2020 with Palm Beach County as part of the Urban County Qualification Process Program Participation in CDBG for FY 2021 to FY

2023 (R2020-1220). Under this agreement, the Village agreed to participate with the county in the creation of the Urban County Program jurisdiction for the receipt of federal community development funds from the U.S. Department of Housing and Urban Development (HUD).

The Village has actively participated with Palm Beach County for many years, through this interlocal agreement process, in order to be eligible for funds. The current three-year qualifying period will expire on September 30, 2024, and renewal must be executed no later than May 19, 2023. This is necessary because HUD has amended one of the clauses in the original agreement to promote adherence to regulations pertaining to non-discrimination in HUD programs or activities receiving Federal Financial Assistance.

If approved, the proposed extended agreement would renew for an additional three (3) years, covering FY 2026 (October 1, 2024, to September 30, 2027).

In order to continue participation in the Urban County Program and renew the Interlocal Agreement, Village staff is recommending that the Village executes the extension/amendment 002 to the Interlocal Agreement between Palm Beach County and the Village of Palm Springs.

Note: Pursuant to the Florida Statutes and the Florida Interlocal Cooperation Act of 1969, local governments are permitted to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographies, economic population, and other factors influencing the needs and development of local communities.

Florida Statutes permit public agencies as defined therein, to enter into interlocal agreements with each other to exercise jointly, power, privilege, or authority which such agencies share in common and which each might exercise separately.

Thus, in accordance with state law (Florida Interlocal Cooperation Act 1969), the Village staff is proposing to extend the existing Interlocal Agreement with the County that would enable the Village to participate as an Entitlement City within the County's Urban County Qualification Process Program and to receive annual entitlements (funding) for Community Development Block Grant, Emergency Solutions Grant and HOME Investment Partnership Program funding.

FISCAL IMPACT:

Continued federal grants and/or cooperative funding through all programs available through Palm Beach County will provide a direct fiscal impact on the Village and assist with needed infrastructure improvements and will contribute to the Village's economic development efforts and priorities.

ATTACHMENTS:

1. Resolution No 2023-24 - Amendment No. 2 Renewal of the Interlocal Agreement (CDBG)
2. Interlocal Cooperation Agreement Amendment

RESOLUTION NO. 2023-24

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 WITH PALM BEACH COUNTY FOR THE PURPOSE OF EXTENDING AN INTERLOCAL AGREEMENT WITH THE VILLAGE TO CONTINUE TO PARTICIPATE IN THE URBAN COUNTY PARTICIPATION IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR FY 2024, 2025 AND 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act ", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, The Village has actively participated with Palm Beach County for many years, through this interlocal agreement process, in order to be eligible for funds. The current three-year qualifying period will expire on September 30, 2024, and renewal must be executed no later than May 19, 2023; and

WHEREAS, the Village of Palm Springs believes it is in the best interests of the residents of the Village to partner with Palm Beach County for the purpose of implementing the (CDBG), (HOME) and (ESG) Programs.

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

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Interlocal Agreement with Palm Beach County for the implementation of the CDBG, HOME and ESG programs, a copy of which is attached hereto as Exhibit "A", and which is incorporated herein by reference, and which is authorized pursuant to Chapter 163.01 et seq, Florida Statutes, and Section 125.01, Florida Statutes; and further authorizes the Mayor and Village Clerk to execute and deliver said Interlocal Agreement to the Department of Economic Sustainability, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406, along with a certified copy of this Resolution, for adoption and filing by the Palm Beach County Board of County Board of Commissioners.

Section 2. This Resolution shall take effect immediately upon its passage.

Section 3. This Resolution shall take effect immediately upon adoption.

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

	Aye	Nay	Absent
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 May 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



AMENDMENT 002 TO THE AGREEMENT WITH VILLAGE OF PALM SPRINGS

Amendment 002, effective as of _____, by and between **Palm Beach County** (County), and the **Village of Palm Springs** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1167) (the “Agreement”) with the Municipality on August 19, 2014, to formalize the Municipality’s participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017, and amended August 25, 2020 (R2020-1220) (the “Amendment”); and

WHEREAS, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

WHEREAS, the Amendment provided for revised specific language as requested by the Department of Housing and Urban Development (HUD); and

WHEREAS, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

WHEREAS, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement, and Amended to comply with HUD’s requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the

implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 002 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**VILLAGE OF PALM SPRINGS, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Michael Bornstein, Village Manager

(COUNTY SEAL BELOW)

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: JOSEPH ABRUZZO,
Clerk of the Circuit Court & Comptroller

By: _____
Gregg K. Weiss, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

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

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

By: _____
Sherry Howard
Deputy Director



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Library

ITEM #15: Joseph L. Fallon Scholarship Presentation

SUMMARY: The Joseph Fallon scholarship was established in 1996, in memory of Joseph Fallon, a Palm Springs resident and library volunteer who passed away suddenly during his senior year at John I. Leonard High School. To honor his memory, each year the Village of Palm Springs awards scholarships to selected high school seniors who live in the Village that submit an essay before the deadline and meet all criteria.

The Fallon Scholarship Committee evaluates each package. Students are scored on several components. This year, the Village Council selected six (6) recipients for the Joseph L. Fallon Scholarship award:

- **Chimdindu Ejidike:** Chimdindu is a student at Forest Hill Community High School and plans to attend Emory University in Atlanta, GA. Her major is Computer Science.
- **Colin Coppin:** Colin is a student at Atlantic High School and plans to attend FAU in Boca Raton, FL. His major is Software Engineering.
- **Valeria Estrada:** Valeria is a student at G-Star School of the Arts and plans to attend Savannah College of Art & Design in Savannah, GA. Her major is Animation.
- **Aarnav Gautam:** Aarnav is a student at Suncoast High School and plans to attend Massachusetts Institute of Technology in Cambridge, FL. His major is Mechanical Engineering.
- **Maybelyn Bauza:** Maybelyn is a student at John I. Leonard High School and plans to attend the University of Florida in Gainesville, FL. Her major is Psychology.
- **Brando Santana:** Brando is a student at John I. Leonard high School and plans to attend Florida International University in Miami, FL. His major is Management Information Systems.

The Fallon Scholarship Committee met on April 10th, 2023, and recommended approval of six (6) scholarship awards to local high school students to assist with their plans to attend college.

The Village Council is requested to approve the recommendation, and if approved, they shall present each scholarship recipient with a check during the May 11th, 2023, Village Council Meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2023 Budget - General Fund.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Library

ITEM #16: Joseph Fallon Scholarship Award Presentation

Summary: This year, the Fallon Scholarship Committee selected six (6) recipients for the Joseph Fallon Scholarship Award:

- **Chimdindu Ejidike:** Chimdindu is a student at Forest Hill Community High School and plans to attend Emory University in Atlanta, GA. Her major is Computer Science.
- **Colin Coppin:** Colin is a student at Atlantic High School and plans to attend FAU in Boca Raton, FL. His major is Software Engineering.
- **Valeria Estrada:** Valeria is a student at G-Star School of the Arts and plans to attend Savannah College of Art & Design in Savannah, GA. Her major is Animation.
- **Aarnav Gautam:** Aarnav is a student at Suncoast High School and plans to attend Massachusetts Institute of Technology in Cambridge, MA. His major is Mechanical Engineering.
- **Meybelyn Bauza:** Maybelyn is a student at John I. Leonard High School and plans to attend the University of Florida in Gainesville, FL. Her major is Psychology.
- **Brando Santana:** Brando is a student at John I. Leonard high School and plans to attend Florida International university in Miami, FL. His major is Management Information Systems.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Fallon Scholarship Recipients

Village of Palm Springs Presents:

Joseph L. Fallon Scholarship Winners
Class of 2023



Chimdindu F. Ejidike

Chimdindu is a Student at
Forest Hill Community High School
and plans to attend Emory university
in Atlanta, GA.
Her major is Computer Science.



Recipient 1

Colin D. Coppin

Colin is a student at Atlantic High School and plans to attend FAU in Boca Raton, FL.

His major is Software Engineering.



Recipient 2

Valeria Estrada

Valeria is a Student G-Star School of the Arts and plans to attend Savannah College of Arts in Savannah, GA.

Her major is Animation.



Recipient 3

Aarnav Gautam

Aarnav is a student at Suncoast High School and plans to attend Massachusetts Institute of Technology in Cambridge, MA.

His major is Mechanical Engineering.



Meybelyn C. Bauza

Meybelyn is a student at John I. Leonard High School and plans to attend University of Florida in Gainesville, FL. Her major is Psychology.



Brando Santana

Brando is a student at John. I. Leonard High School and plans to attend University of Florida in Gainesville, FL.

His major is Management Information System



Recipient 6



Chimdindu

Colin



Valeria



Aarnav

Meybelyn



Brando

HAPPY
GRADUATION

— *Your* —
BEST YEARS
— *are* —
COMING AHEAD



Congratulations
Class of 2023

Thank you to the Fallon Family!

VPS Utilities Department

PayNearMe

PAYMENT SOFTWARE





PayNearMe Mission Statement

Vision

Those who are inspired by technology and customers will transform payments.

Mission

We listen to customers.

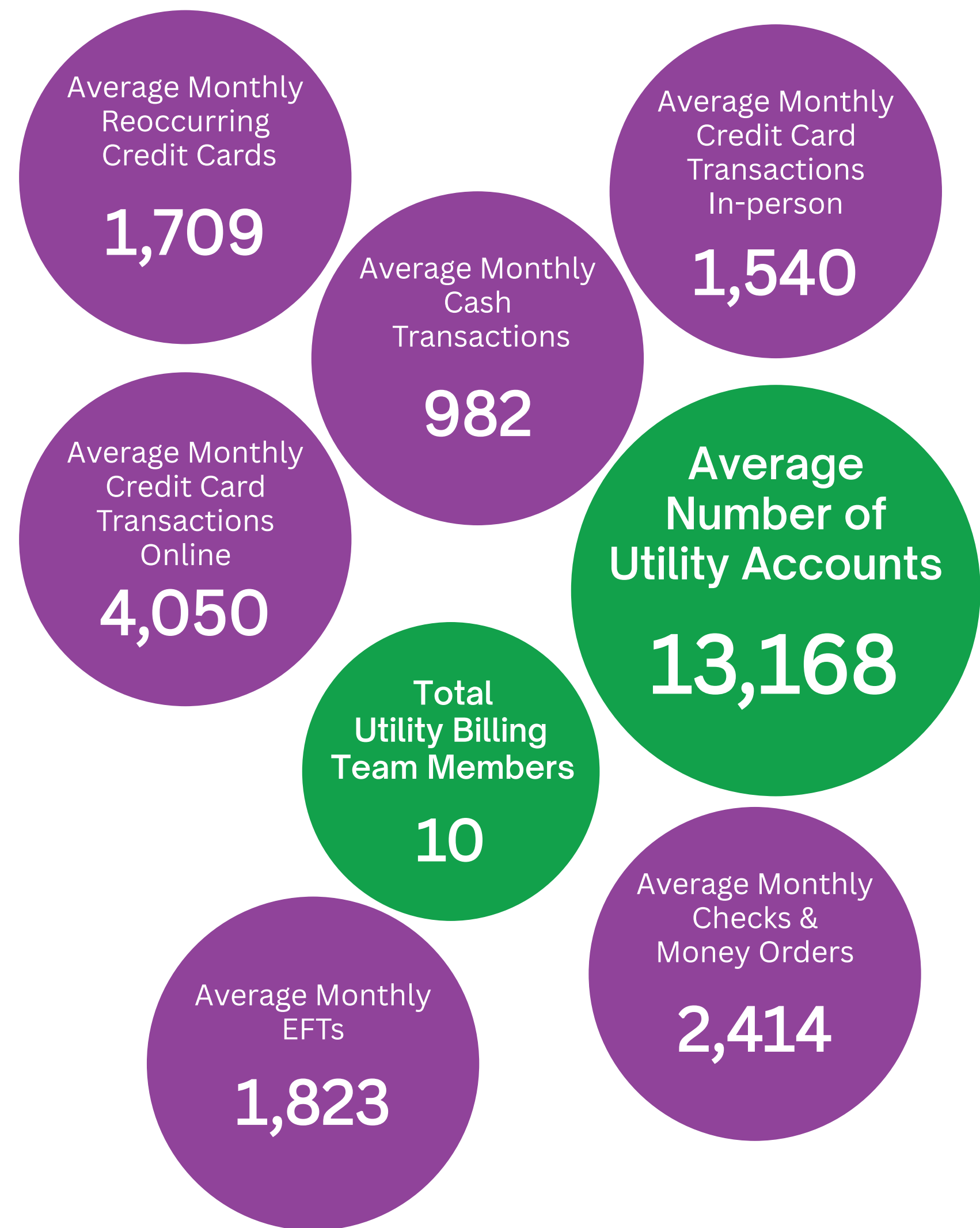
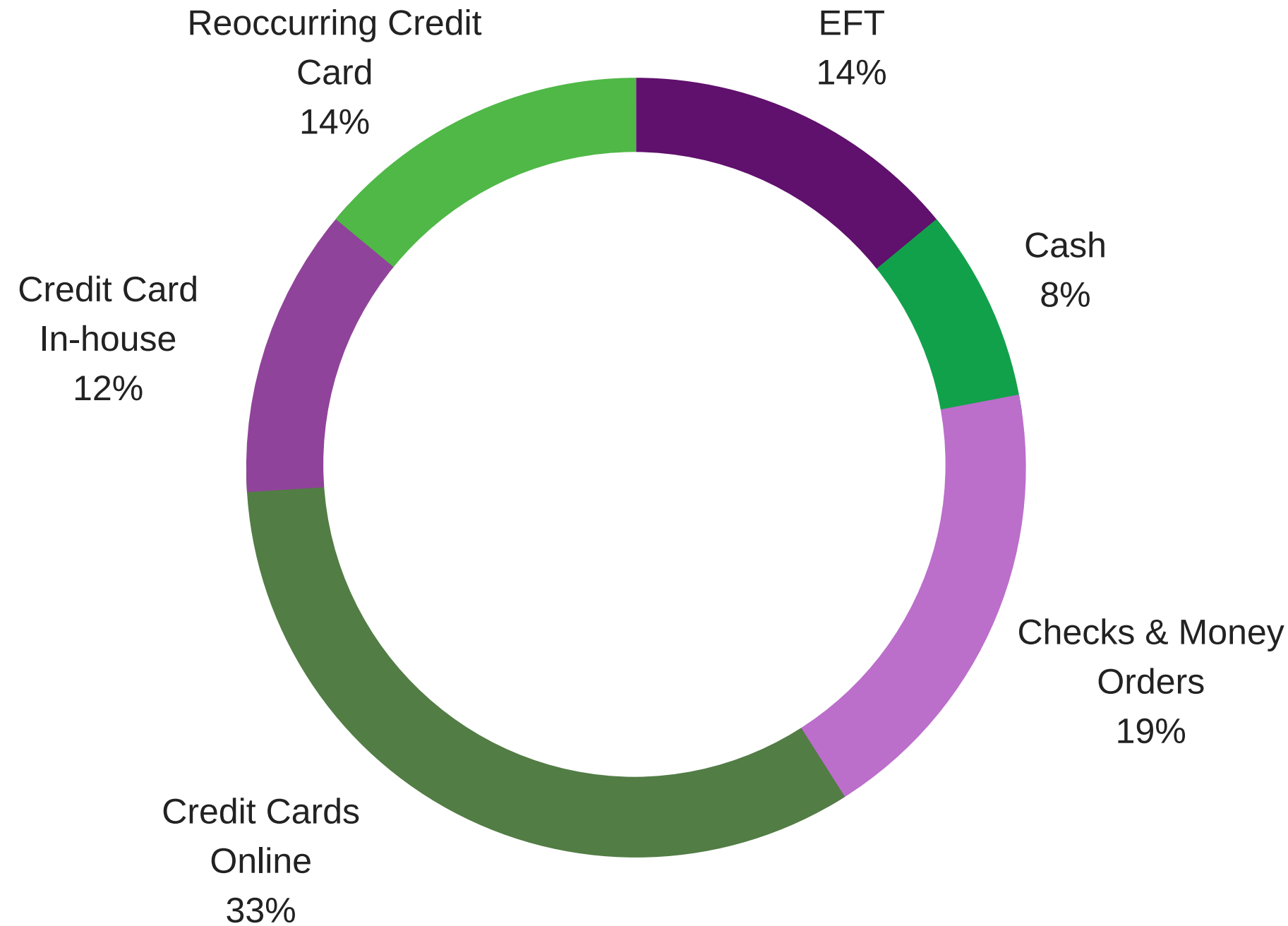
We understand and respond to their needs.

We innovate and perfect payment experiences that exceed all expectations.

PayNearMe Differentiators

1. Market leading innovation with PayNearme's SmartLink™ technology.
 2. Industry leading "Cash at Retail" solution with over 40K locations to pay.
 3. Industry leading up-time that allows customers to make payments wherever and whenever they want.
 4. Unmatched flexibility in managing payments and adjusting to any payment scenario.
 5. More payment options – cash, cards, PayPal/Venmo, Apple Pay & GooglePay, & Cash App.
- 

Utility Billing at a glance...



What if Utility Payments could be this easy...



Thousands of Businesses Rely on PayNearMe including...

INDUSTRIES SERVED

MUNICIPALITIES

UTILITIES

GOVERNMENT

AND MORE...

RETAIL PARTNERS



SELECT CLIENTS



MORE PAYMENT TYPES MEANS HAPPIER CUSTOMERS, AND MORE ON-TIME PAYMENTS

Accept Every Payment Type



Cards



ACH



Cash



Venmo



Apple Pay



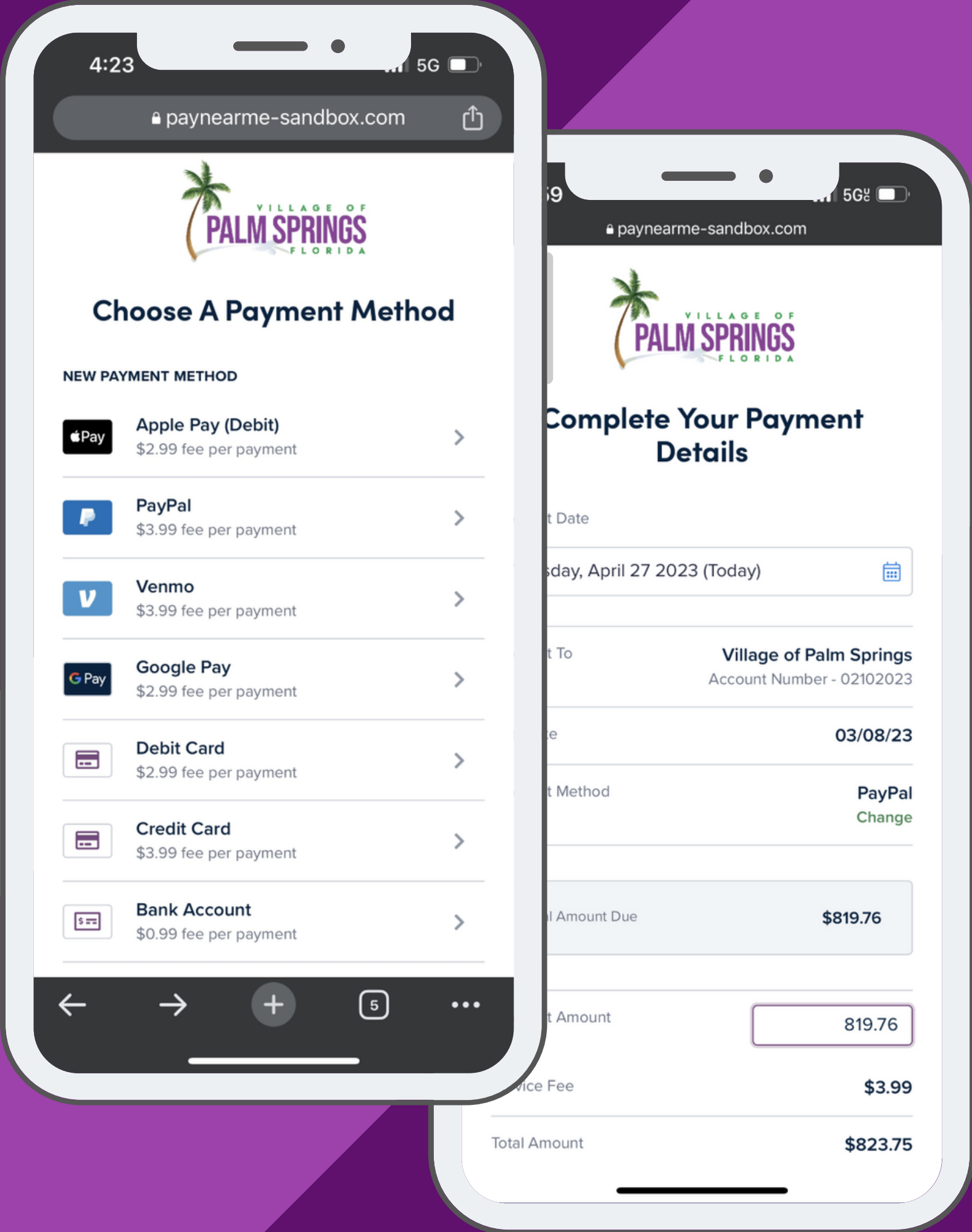
Google Pay



PayPal



Cash App



Accept Cash from 40K+ Retail Stores

THE VILLAGE OF PALM SPRINGS
Office: 226 Cypress Lane Palm Springs, FL 33461-1604 • Hours: Mon-Fri 8 AM - 5 PM
•Phone: (561) 584-8200 Ext 8480 • After-hours emergencies (561) 635-4535 •
Fax: (561) 965-6508 • Email: utilities@vpsfl.org

SERVICE DETAILS
CUSTOMER NAME: VILLAGE OF PALM SPRINGS
ACCOUNT NUMBER: 1422722601
SERVICE ADDRESS: 3424 10TH AVE NO-SAGO PARK
BILL NUMBER: 3474154
BILLING DATE: 04/15/2023
SERVICE PERIOD: 02/28/2023 - 03/30/2023

SERVICE	PREVIOUS READ	CURRENT READ	USAGE
WATER	133	134	1

CURRENT CHARGES BREAKDOWN

COMMERCIAL WATER INSIDE	\$4.17
BASE COMMERCIAL INSIDE WATER 5/8	\$46.92
SEWER COMMERCIAL INSIDE	\$7.85
BASE COMMERCIAL IN SEWER 5/8	\$42.36
BACKFLOW COMM INSIDE	\$6.88
UTILITY TAX	\$5.11
TOTAL CURRENT CHARGES	\$113.29

12-MONTH WATER USAGE (USAGE LISTED IN THE THOUSANDS OF GALLONS)

Please detach and return bottom portion if paying by mail. Please do not staple or fold. Please write your account number on your check.

CASH PAYMENT INSTRUCTIONS
Take barcode and scan at participating stores
\$4.99 service fee per payment. Payments are CASH ONLY and post next business day.

STORE INSTRUCTIONS
1-Scan barcode
2-Enter payment amount
3-Take cash payment from customer
4-Give customer transaction receipt

CASH PAYMENTS ACCEPTED AT
Walmart, CVS, Walgreens, Family Dollar

UTILITY BILLING PAYMENT COUPON
Account Number: 1422722601
Customer Number: 3474154
Total Balance Due: \$113.29
Payment Due By 05/08/2023
If Paid After 05/08/2023

SCAN the QR Code to Pay
Use your smartphone camera to scan the QR code above to make an easy digital payment. You can pay using a card, your bank account, or methods like PayPal, Venmo, and Apple/Google Pay.

Still want to pay over the phone? No problem call the number at the top of the bill and pay through our automated system.

10:23 5G

paynearme-sandbox.com

VILLAGE OF PALM SPRINGS
FLORIDA

Scan The Barcode At 7-Eleven
(No service fee)

Payment To: Village of Palm Springs
Account Number - 02102023

Payment Amount: Up to \$5,000.00

Payment Method: Cash in store
Change

Payment Location: 7-Eleven
4135 S Broad St • Yardville
Directions
Change store

Cash Payment Instructions
Take your phone to a 7-Eleven store and follow these steps



Use existing tech- almost everyone has a smartphone;
If not, a paper slip can be printed



Digitize the cash experience – accept payments without holding or transferring cash on-site



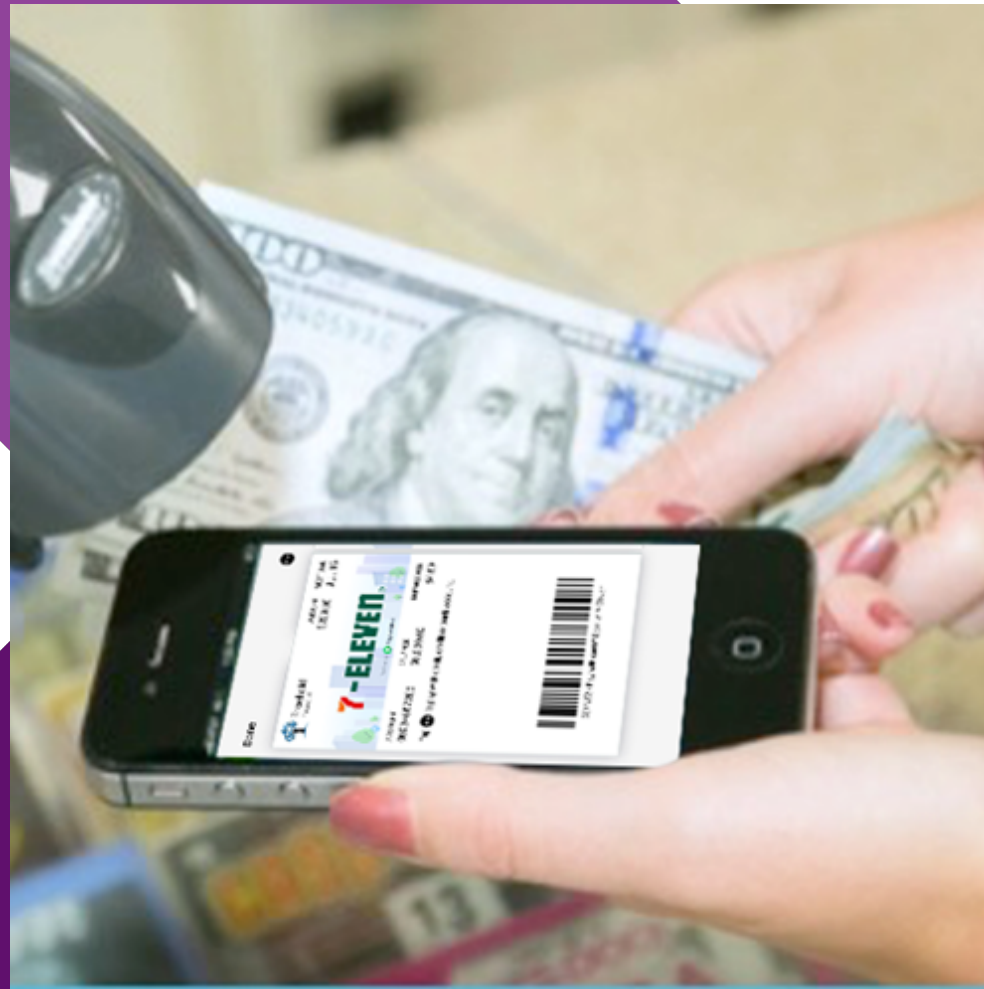
Cash transactions are stored in a single digital ledger with all other transactions



Automated receipts sent directly to you and customer verifying each cash transaction

Scan, Pay & Go

Cash payments in 60 seconds or less



It's as easy and fast as buying...



Palm Springs, FL



SEARCH THIS AREA

RETAIL LOCATIONS



200 results found in 21.1 miles



CVS

0.64 mi

3187 S Congress Ave
Palm Springs, FL[Get Directions](#)

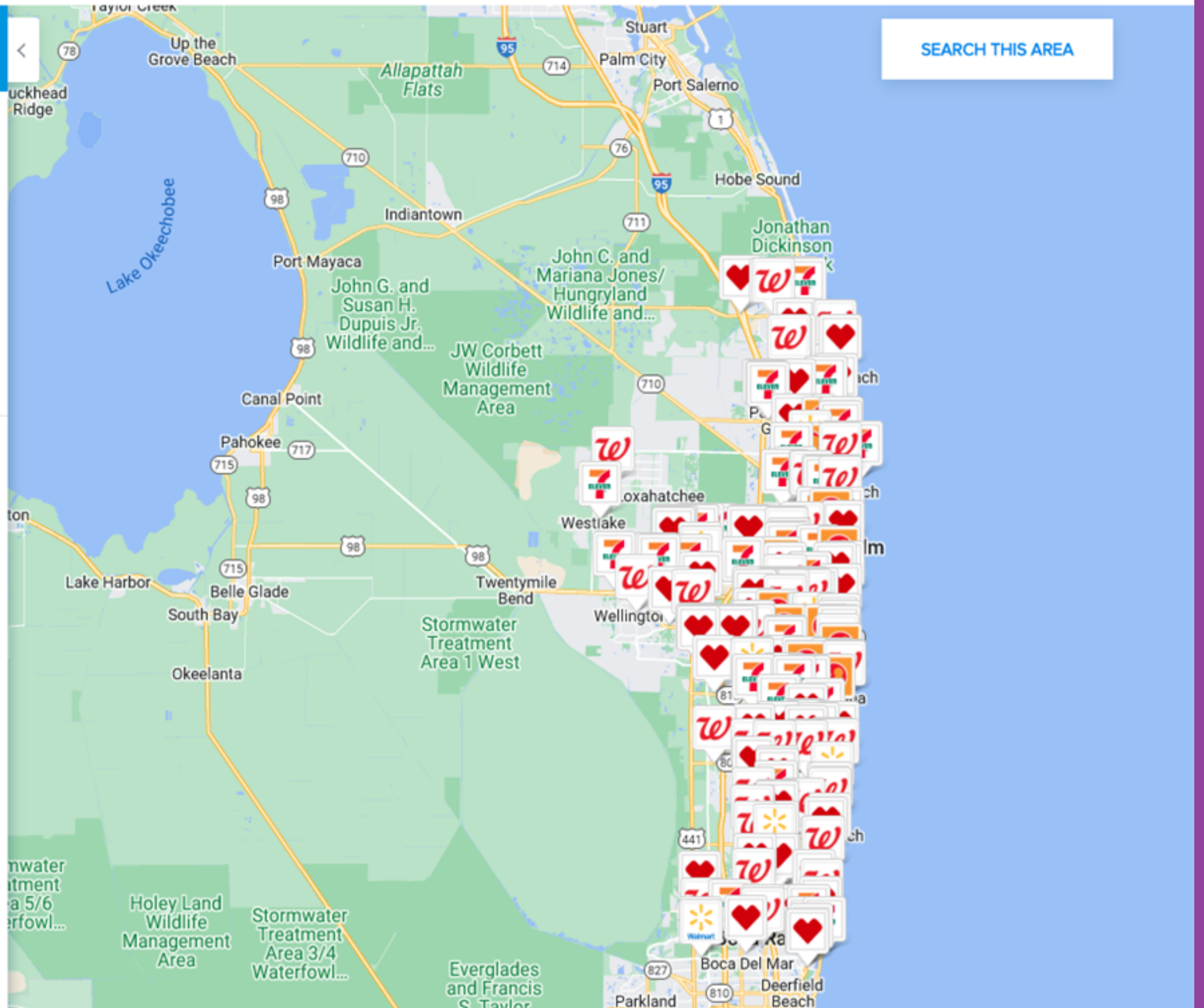
Walgreens

0.68 mi

3184 S Congress Ave
Palm Springs, FL[Get Directions](#)

Walmart

0.89 mi

2765 10th Ave N
Palm Springs, FL[Get Directions](#)

VIDEO

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumer s' taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, I BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim May 7 – 13, 2023, as Drinking Water Week.

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

Mayor **Beverly Smith**

Date **May 11, 2023**



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Congress and President of the United States of America has designated the week of May 14 through May 20, 2023, as "**Police Week**" and May 15, 2023, as "**Peace Officers Memorial Day**"; and

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

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

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

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

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of **May 14 through May 20, 2023,** as

"Police Week in Palm Springs"

and **May 15, 2023,** as:

"Peace Officers Memorial Day in Palm Springs"



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

Mayor **Beverly Smith**

Date **May 11, 2023**

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

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

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

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

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

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

Whereas, Building Safety Month 2023 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;

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

NOW, THEREFORE, I, Bev Smith, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of May 2023 as:

"Building Safety Month"

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

Mayor Beverly Smith

Date May 11, 2023





Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Administration

ITEM #21:

FISCAL IMPACT:

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #22: (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 the exception of townhouse projects with individual garages/driveways) 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.

Note: Residential Planned Development projects providing private garages and/or driveways are going to be exempted from the provisions of these regulations.

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, excluding Residential Planned Development projects providing private garages and/or driveway, 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.

H. Residential Planned Development project providing private garages and/or driveways are exempt from the provisions of this section.

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



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #23: Resolution No. 2023-22 - Variance (PSV23-05) - Hours of Operation - Florida Wingmen, LLC - Wingstop - 3501 South Congress Avenue

SUMMARY: Florida Wingmen, LLC - Wingstop, ("Applicant"), is requesting a variance to deviate from Section 34-891(1), "Hours of Operation and Hours of Construction Activity", which specifies that no commercial activity shall occur before 7:00 AM or after 11:00 PM. The Applicant is requesting a one-hour deviation to allow the new Wingstop Restaurant located at 3501 South Congress Avenue to be open until midnight.

Note: Other uses in the area have extended hours of operation:

McDonald's (1/4 mile south)	24 hours
Walgreens (1/4 mile north)	24 hours
CVS (directly across 10th Avenue North)	open until midnight
Marathon Gas Station (directly across Congress Avenue)	24 hours
Denny's Restaurant (1/2 mile north)	24 hours
Chilis (same plaza)	open until midnight on Fridays and Saturday nights

The Planning, Zoning & Building staff does not object to the variance requested and recommends approval to provide more alternatives for residents and customers. Staff determined that the variance is aligned with the general intent of the Village Code and won't cause any conflicts with either the use or granting of the variance to extend business operations one hour beyond what is permitted.

FISCAL IMPACT:

The proposed request does not have a fiscal impact on the Village.

ATTACHMENTS:

1. Resolution No. 2023-22 Wingstop (PSV 23-05) Hours of Operation
2. Applicant's Justification Statement(s)
3. Site Plan
4. Exhibit "A" Staff Report
5. Aerial Map

RESOLUTION NO. 2023-22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY FLORIDA WINGMEN, LLC – WINGSTOP, (“APPLICANT”), FOR A VARIANCE (PSV 23-05) FROM SECTION 34-891(1) OF THE VILLAGE CODE OF ORDINANCES TO ALLOW THE HOURS OF OPERATION AND HOURS OF CONSTRUCTION ACTIVITY TO 24 HOURS, FOR THE PROPERTY LOCATED AT 3501 SOUTH CONGRESS AVENUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 34-891(1) does not allow a commercial use to begin business activities prior to 7:00 AM, nor continue activities later than 11:00 PM; and

WHEREAS, an application for a variance (PSV 23-05) from Section 34-891(1) of the Village Code has been received by Florida Wingmen, LLC – Wingstop (“Applicant”), to allow a variance to extend the hours of operation for 3501 South Congress Avenue to midnight; 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 request of the Florida Wingmen, LLC (“Applicant”), for Wingstop for a variance (PSV23-05) from Section 34-891(1) of the Village Code to allow a variance to extend the hours of operation to midnight for 3501 South Congress Avenue; and the same having been heard in Regular Session on May 11, 2023; and having been otherwise fully apprised of the premises herein, the Village Council hereby finds that the Applicant **(has/has not)** met the criteria required to permit a variance, and hereby **(approves/denies)** the said application as proposed.

a. Notwithstanding any exceptions, conditions or other approvals or denials 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 May 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



HOURS OF OPERATION VARIANCE JUSTIFICATION

WINGSTOP #2013

3501 S. CONGRESS AVENUE

VILLAGE OF PALM SPRINGS, FLORIDA

April 12, 2023

Wingstop is opening a new fast-food restaurant. Some of the code requirements in the Village of Palm Springs Land Development Code will prevent Wingstop from maximizing the customer experience by limiting the hours of operation. Approval of the requested hours of operation variance will enable Wingstop to continue to achieve customer satisfaction that is so vital to any commercial establishment. Wingstop's variance request will not set a negative precedent for the Village of Palm Springs, but rather continue to allow restaurants the flexibility to thrive in an everchanging dynamic. In order to accomplish this, Wingstop is seeking relief from the following hours of operation code requirements:

CODE SECTION	REQUIREMENT	ALLOWED	PROPOSED	VARIANCE
Section 34-891 (1)	Hours of operation: No commercial use shall commence business activities prior to 7:00 a.m.; nor continue such activities later than 11 p.m.	7:00 a.m. – 11:00 p.m.	Sunday – Saturday (11 a.m. – Midnight)	Stay open 1 extra hour to Midnight per night

Chapter 34, Section 34-603(b)(1) of the Code of Ordinances requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

- 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.**



Wingstop is a new business within an established shopping center, consisting of a mixture of commercial uses. Over the years, convenience conditions with respect to consumer demands have necessitated that businesses offer varied hours of operation. The variance request is consistent with the authority and purpose of this Code, as it provides the ability for a Code deviation, which will address an evolving need for restaurants that provide service to the Village of Palm Springs residents.

B. The special conditions and circumstances do not result from the actions of the applicant.

Special conditions and circumstances do not result from actions of the applicant. The conditions and circumstances are a result of the restrictions imposed by the Land Development Code pertaining to hours of operation for business activities. The variance request is necessary to assist with meeting the demand of today's consumer and therefore not a result from actions of the applicant. There is an existing Chili's restaurant within the Village of Palm Springs shopping plaza that is open until midnight on Friday and Saturday. The McDonald's located at 3671 South Congress Avenue was granted a variance to operate 24-hour a day.

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 Planning, Building & Zoning district.

In general, zoning jurisdictions attempt to restrict hours of operation and hours of construction activity in an effort to address legitimate public concerns and promote public welfare and safety to the residents. There are other establishments in this shipping center which have been granted similar hours of operation variance. As such, granting Wingstop a variance to extend its hours of operation is certainly not a special privilege denied to other lands, building or structures in the Village of Palm Springs.

D. Literal interpretation of the provisions of this chapter will deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under terms of this chapter and would work unnecessary and undue hardship on the applicant.

The literal interpretation of the provisions of this chapter will deprive the applicant of rights which are commonly enjoyed by other commercial businesses that operate with varied hours of operation. The CVS located at 3187 S. Congress Avenue has been granted a variance to remain open until midnight. The Walmart Super Center located at 2765 10th Avenue North has been granted a variance to operate from 6 AM to 11 PM. Denial of this variance, would have made it challenging for Wingstop to provide flexible customer service. The requested hours of operation variance are minimal in nature in terms of the benefits of the project.

E. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

The variance being requested is the minimum for Wingstop to make reasonable use of the land, building or structure. The ever-changing demands of today's consumer require that many businesses offer flexible hours of operation.

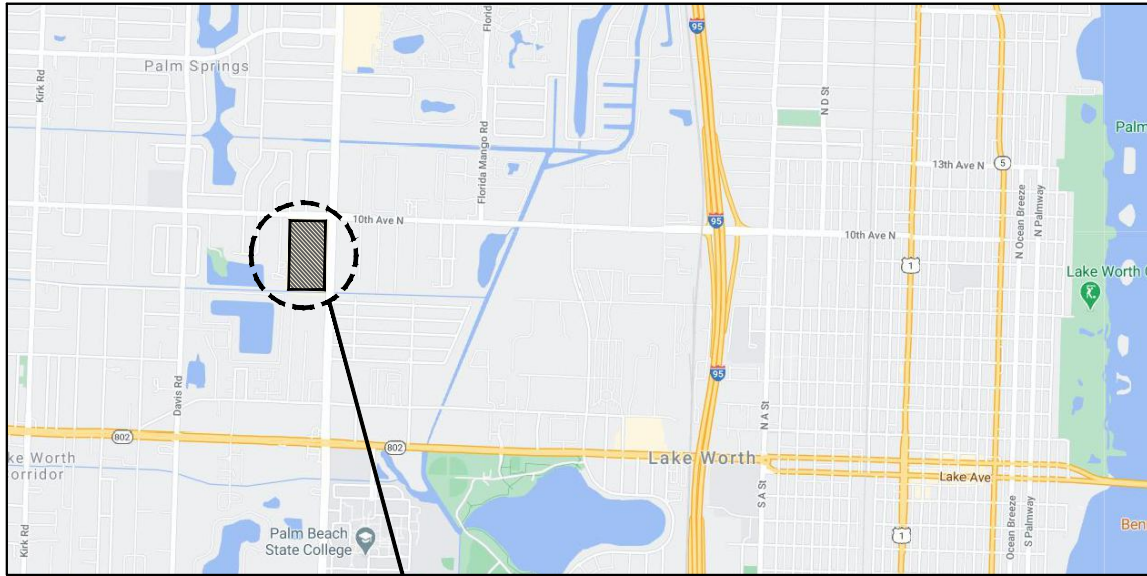


F. The grant of the variance will be in harmony with the general intent and purpose of this chapter.

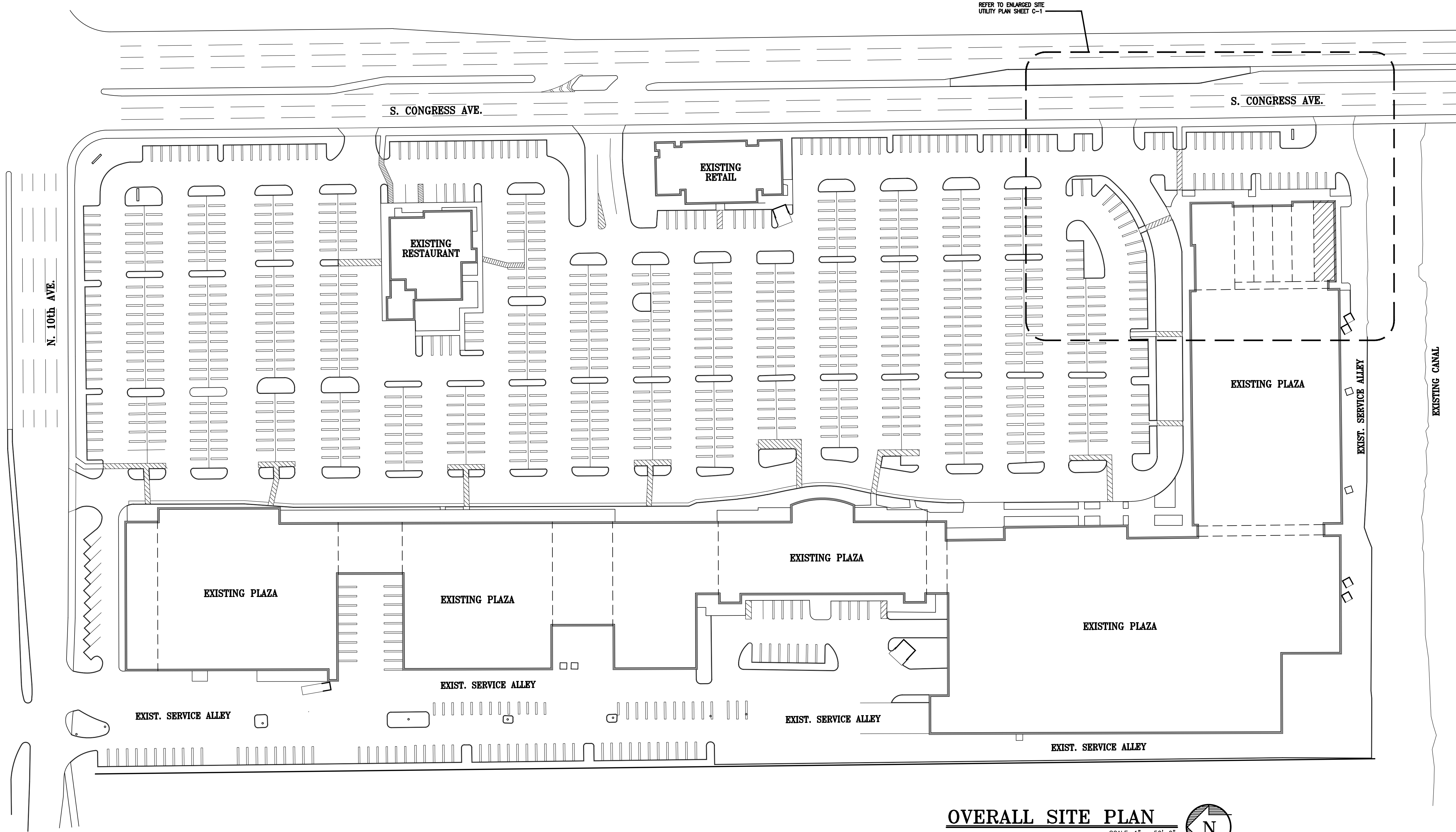
The granting of the variance to allow Wingstop to provide varied hours of operation will be in harmony with the general intent and purpose of the chapter is to promote safety and regulate overall development for the public's best interest. The Wingstop site located along South Congress Avenue and abuts existing commercial development to the north. There is no residential development adjacent to this site that will be negatively impacted by the proposed variance request.

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

The variance request for the hours of operation will not be injurious to the area involved or otherwise detrimental to the public welfare. There is the existing Palm Beach Preparatory Charter Academy, located south of the proposed Wingstop is buffered by a canal. The adjacent residential subdivision area is 540 feet away from the proposed Wingstop location. Therefore, the request to extend the hours of operation, will not be detrimental to the public welfare of the surrounding area.

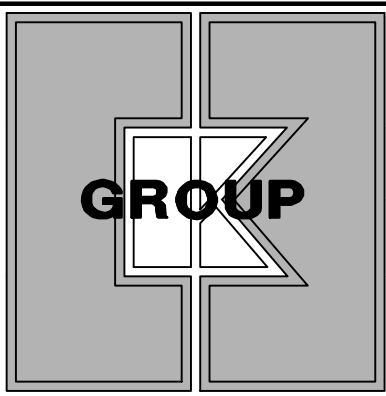
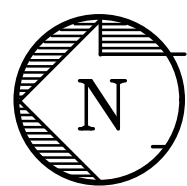


LOCATION PLAN



OVERALL SITE PLAN

SCALE: 1" = 50'-0"



CKE GROUP, INC.
engineering • architecture
17190 ROYAL PALM BLVD.
SUITE 2
WESTON, FLORIDA 33326
PH 305.558.4124
OF 954.982.7211

CERTIFICATE OF AUTHORIZATION - 4432

CLIENT:



5501 LBJ FREEWAY, 5TH FLOOR
DALLAS, TX 75240
TELEPHONE: (972) 686-6500
FAX: (972) 686-6502

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PROJECT INFORMATION:

WING-STOP
STORE NUMBER: GL# Y280
PALM SPRINGS PLAZA
3501 S. CONGRESS AVENUE
PALM SPRINGS, FLORIDA 33461

SEAL:

EDUARDO CARCACHÉ, PE 31914
SAM UCCELLO, AR 15997

PROJECT NO.: 1732
DRAWN BY: BS
CHECKED BY: ELC

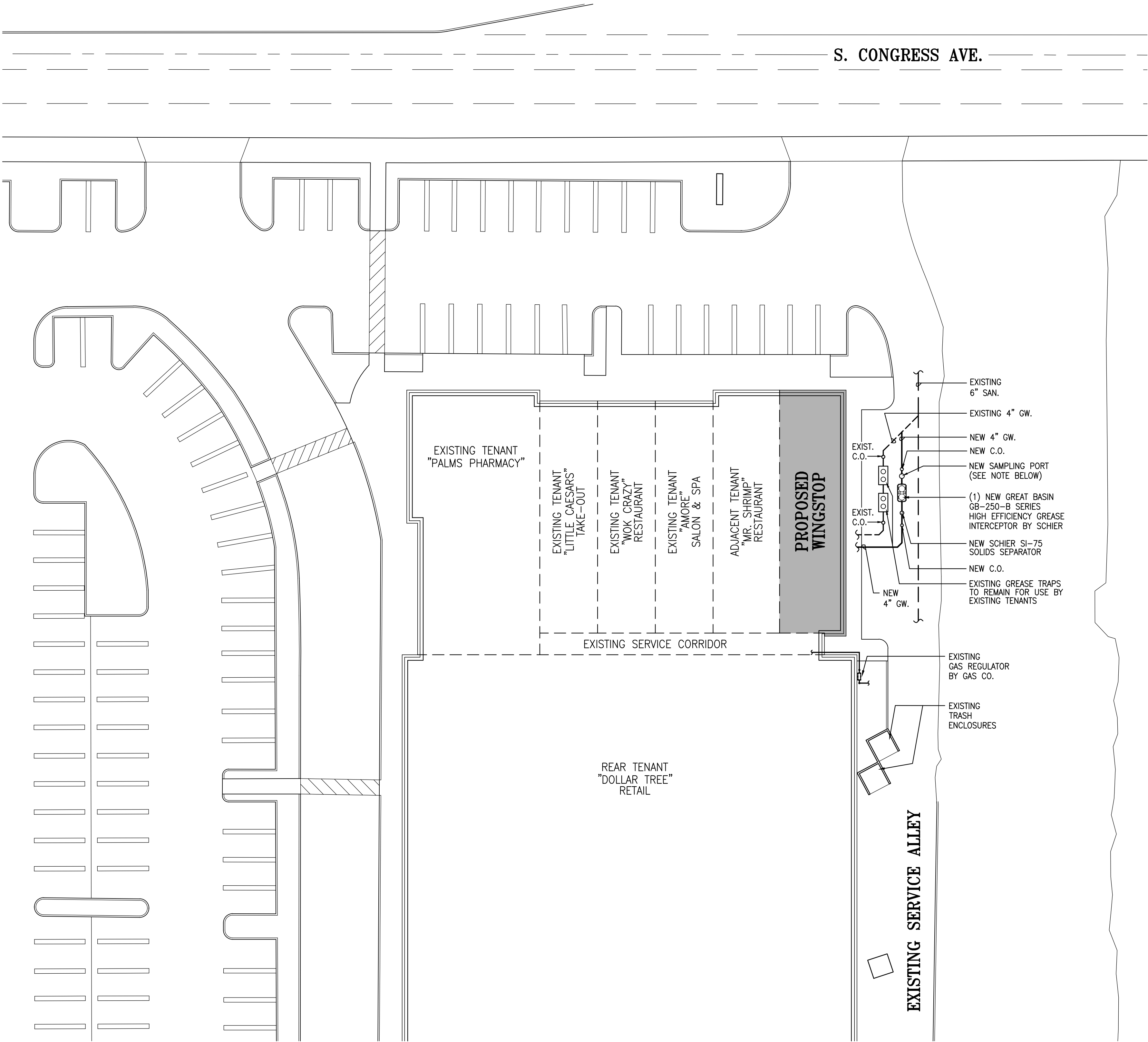
ISSUE: DATE:

REVISION: DATE:

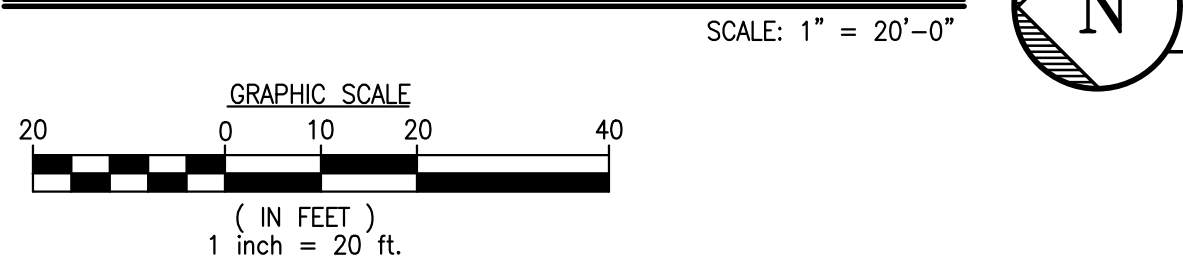
PROJECT LOCATION:
PALM SPRINGS, FL

SHEET NUMBER / TITLE:

C-0
OVERALL SITE PLAN



SITE UTILITY PLAN



INSTALLATION (1 of 3)

WARNING! DO NOT AIR TEST UNIT OR TELEGLIDE RISER SYSTEM! Doing so may result in property damage, personal injury or death.

LEAK/SEAL TESTING
Cap/plug all base unit plumbing connections and remove covers. **For base unit testing**, fill with water to just above the highest connection. **For riser system testing** (if required) fill with water to finished grade level. **CAUTION: Risers must be supported before filling with water to prevent tipping.** Inspect unit, connections and all gaskets and clamps (if applicable) for leaks. Check water level at specific time intervals per local code.

GENERAL INSTALLATION INSTRUCTIONS
Schier grease interceptors are manufactured with an internal flow control system. They do not require an external flow control system or air intake vent. Schier grease interceptors are not to be installed in any other manner except as shown. Consult local codes for separate trapping requirements, cleanout locations and additional installation instructions.

1. The **flow control plate** is **not installed** on this unit. When the unit is installed 13 feet or more below the fixtures that flow into the unit, or a high flow/increased head pressure condition exists (causing a flow rate above 100 GPM), install the inlet diffuser flow control plate to maintain proper flow rate.
2. Set unit on level solid surface as close as possible to fixtures.
3. Connect outlet diffuser to the desired outlet (A&C). Unit is shipped with the outlet diffuser in location B and sealing caps on locations A and C.
4. Connect inlet and outlet drainage lines to unit. Mechanically couple pipes to unit. **Do not solvent weld.**
5. For units with cast iron covers, remove retainer clips prior to burial.

NOTE: Do not install below a hydrostatic slab.

BELOW GRADE INSTALLATION INSTRUCTIONS

EXCAVATION

1. Surrounding soil must be undisturbed soil or well compacted engineering fill.
2. Width and length of excavation shall be a minimum of 12" greater than the tank on all sides and depth shall be 6" deeper than tank bottom.
3. Set the tank level on a 6" deep layer of well-packed crushed aggregate material and connect waste piping per General Installation Instructions.

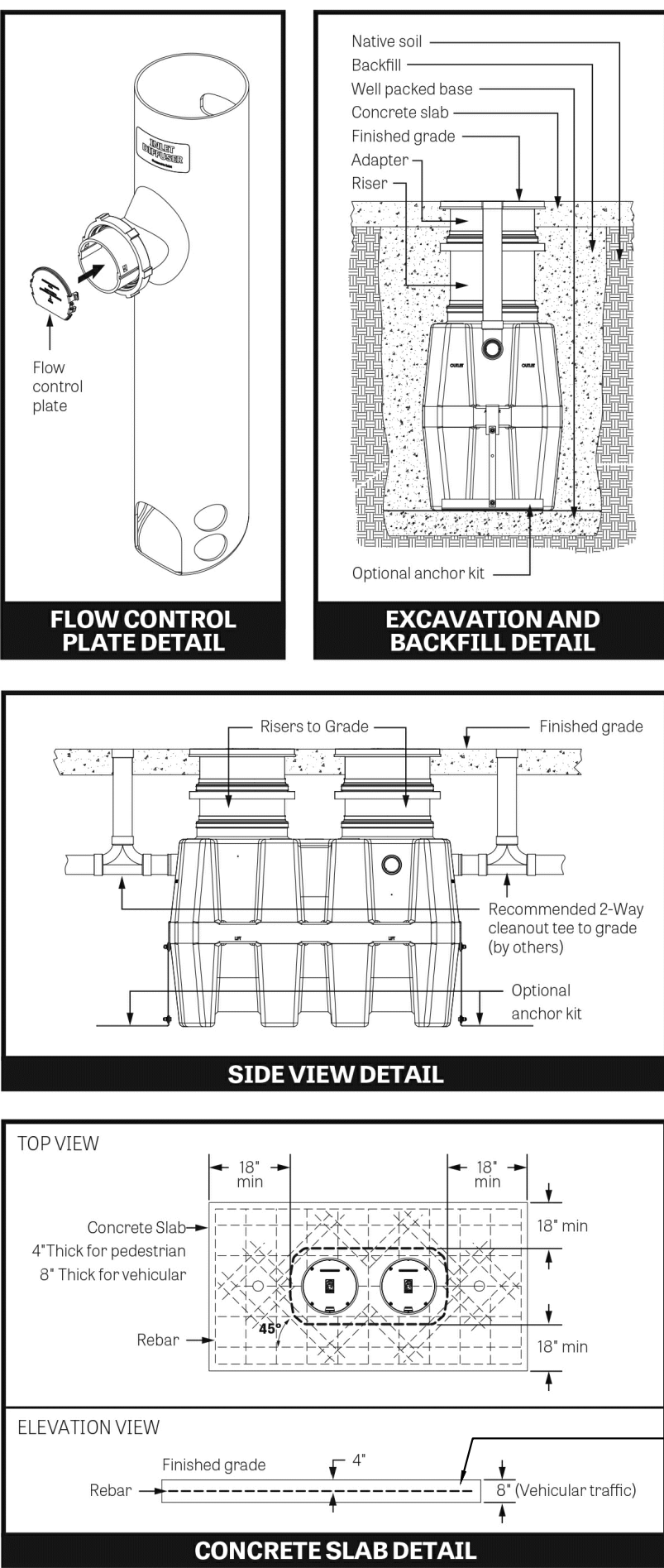
BACKFILL

1. Preparation of sub grade per geotech recommendations.
2. Stabilize and compact sub grade to 95% proctor.
3. Fill unit with water before backfilling to stabilize unit and prevent float-out during backfilling. Secure covers and risers (if necessary) to the unit.
4. Backfill evenly around tank using crushed aggregate (approximately 3/4" size rock or sand, with no fines), or flowable fill. **Do not compact backfill around unit.**

FINISHED CONCRETE SLAB
Slab must extend 18" minimum outside the unit footprint.

Pedestrian traffic or greenspace areas: 4" Thick reinforced concrete slab required.

Vehicular traffic areas: Minimum 8" Thick concrete slab with rebar required; final thickness of concrete around cover to be determined by specifying engineer. If traffic loading is required the concrete slab dimensions shown are for guideline purposes only. Concrete to be 28 day compressive strength to 4,000 PSI. Use NO. 4 rebar (a 1/2") grade 60 steel per ASTM A615, connected with tie wire. Rebar to be 2-1/2" from edge of concrete and spaced in a 12" grid with 4" spacing around access openings.





MODEL NUMBER:
GB-250

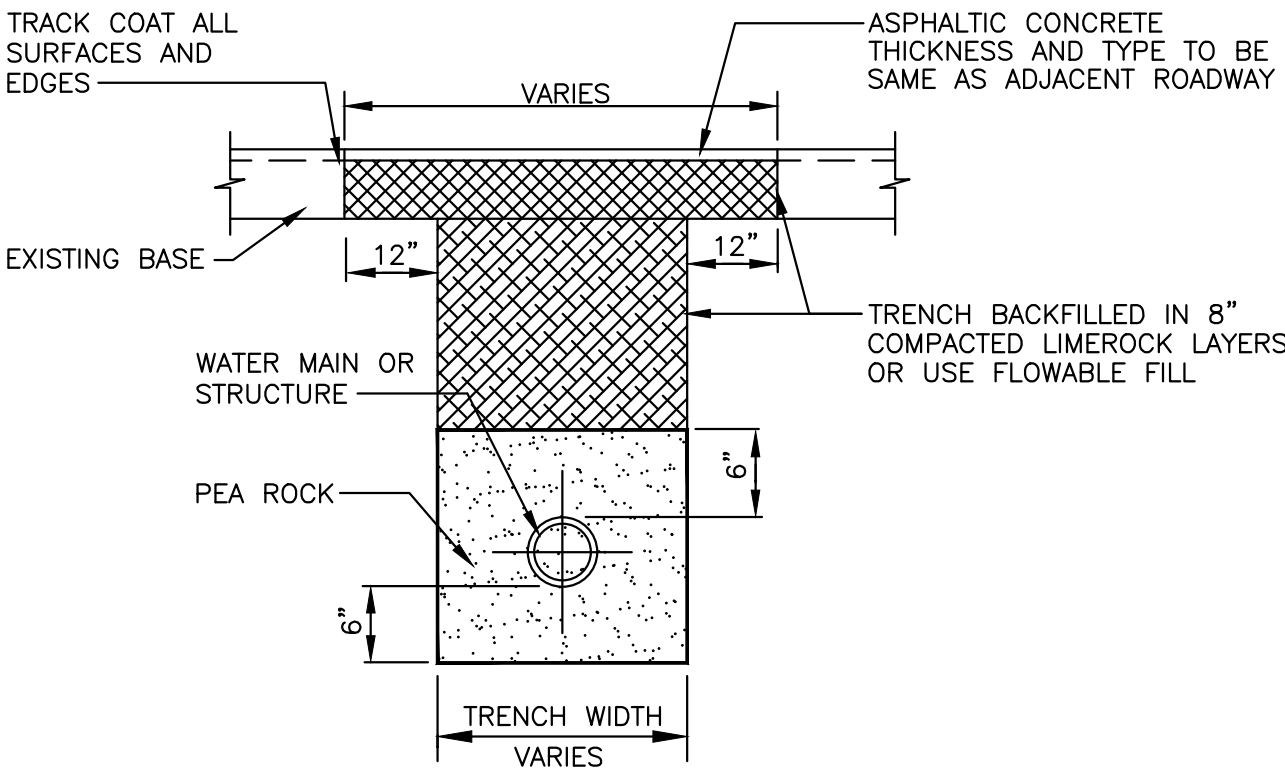
DESCRIPTION: Polyethylene Grease Interceptor
100 GPM - 275 gallon capacity

PART #: 4055-001-XX	DWG BY: B. Karrer	DATE: 10/08/2015	REV: 3 10/13/2017	ECO:
----------------------------	--------------------------	-------------------------	--------------------------	-------------

9500 Woodend Road | Edwardsville, KS 66111 | Tel: 913-851-3300 | Fax: 913-851-3399 | www.schierproducts.com

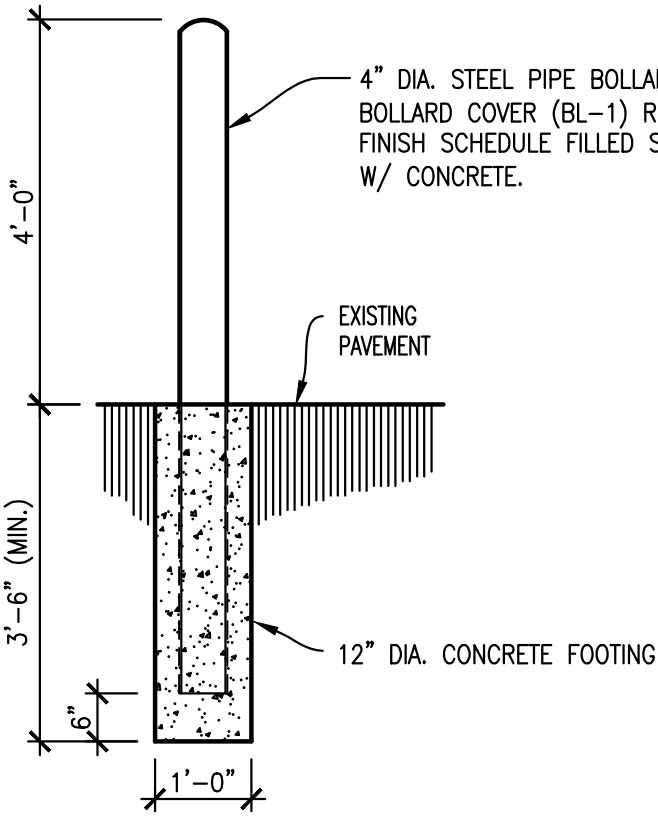
057-0670-02

page 4 of 7



TYPICAL ASPHALT PAVEMENT REPLACEMENT FOR LONGITUDINAL PAVEMENT CUTS & WHERE WATER MAINS CROSS STREETS

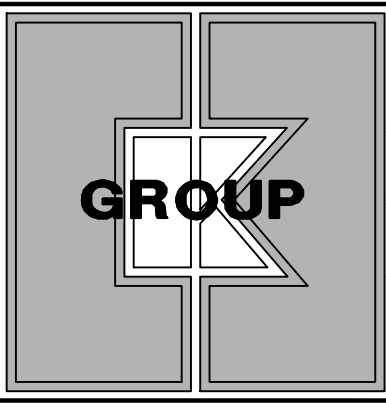
N.T.S.



STEEL BOLLARD DETAIL

N.T.S.

CONSULTANT:



CKE GROUP, INC.
engineering • architecture
17190 ROYAL PALM BLVD., SUITE 2
WESTON, FLORIDA 33326
PH 305.558.4124
OF 954.982.7211

CERTIFICATE OF AUTHORIZATION - 4432

CLIENT:



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DALLAS, TX 75240
TELEPHONE: (972) 686-6500
FAX: (972) 686-6502

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PROJECT INFORMATION:

WING•STOP
STORE NUMBER: GL# Y280
PALM SPRINGS PLAZA
3501 S. CONGRESS AVENUE
PALM SPRINGS, FLORIDA 33461

SEAL:

EDUARDO CARCACHÉ, PE 31914
SAM UCCELLO, AR 15997

PROJECT NO.: 1732
DRAWN BY: BS
CHECKED BY: ELC

ISSUE: DATE:

REVISION: DATE:

PROJECT LOCATION:
PALM SPRINGS, FL

SHEET NUMBER / TITLE:

C-1

SITE UTILITY PLAN



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Variance relief from Section 34-891(1), Hours of Operation, to allow business operation to finalize at midnight instead of 11:00 PM required - Wingstop.

Application Summary			
Applicant / Petitioner	Florida Wingmen, LLC – “Wingstop”	Submittal Date	4/12/2023
Reference Name	Wingstop 2013	Case Number	PSV23-05
		Parcel Control No	70-43-44-19-20-029-0010
Location	3501 South Congress Avenue	Site Area	17.93 acres
Council Meeting	May 11, 2023		
Requests			
Variances	<u>COUNCIL CONSIDERATION:</u> PSV23-05 Requesting a Variance relief from Section 34-891 (1) to allow business operation to finalize at midnight instead of 11:00 pm required.		
Site Characteristics			
Existing Use	Shopping Center	Proposed Use	Restaurant
Existing Zoning	CG-Commercial General	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	A mix of Commercial Businesses & Residential use	Commercial & Low Density Residential	CG-Commercial General & RS-Residential Single-Family
South	A mix of Commercial Businesses & Residential use	Commercial & Medium Density Residential	CG-Commercial General & RM-Residential Multi-Family
East	A mix of Commercial Businesses	Commercial	CG-Commercial General
West	Residential use	Medium Density Residential	RM - Residential Multi-Family
Recommendation			
Planning, Zoning & Building Staff recommends approval based on compatibility with surrounding properties.			

Wingstop – Variance relief from Section 34-891(1) Hours of Operation to allow the hours of operation be extended one hour from 11:00 pm to 12:00 am.

I. Variances Request

The subject property is located on the southwest corner of 10th Avenue North and South Congress Avenue within the Commercial General zoning district. The hours of operation are regulated under Section 34-891 of the Village Land Development Regulations which specifies that no commercial activity shall commence business prior to 7:00 a.m. nor continue such activities later than 11:00 p.m.; the applicant is requesting a variance to operate very day from 11 AM to Midnight.

- Staff noted that other uses in the area have extended hours of operation:

McDonalds (1/4 mile south)	24 hours
Walgreens (1/4 mile north)	24 hours
CVS (directly across 10 th Avenue North)	open until midnight
Marathon Gas Station (directly across Congress Avenue)	24 hours
Denny's Restaurant (1/2 mile north)	24 hours
Chilis (same plaza)	open until midnight on Fridays and Saturday nights.

II. Variance Justification

The applicant is seeking the following variance:

- PSV23-05 – Requesting Variance relief from Section 34-891(1) to allow business operations to be extended one hour from 11:00 PM to 12:00 AM

The applicant's full justification is hereto:

- a. That special condition 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.*

Wingstop is a new business within an established shopping center, consisting of a mixture of commercial uses. Over the years, convenience conditions with respect to consumer demands have necessitated that businesses offer varied hours of operation. The variance request is consistent with the authority and purpose of this Code, as it provides the ability for a Code deviation, which will address an evolving need for restaurants that provide service to the Village of Palm Springs residents.

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

Special conditions and circumstances do not result from the actions of the applicant. The conditions and circumstances are a result of the restrictions imposed by the Land

Wingstop – Variance relief from Section 34-891(1) Hours of Operation to allow the hours of operation be extended one hour from 11:00 pm to 12:00 am.

Development Code pertaining to hours of operation for business activities. The variance request is necessary to assist with meeting the demand of today's consumer and therefore not a result of the actions of the applicant. There is an existing Chili's restaurant within the Village of Palm Springs shopping plaza that is open until midnight on Friday and Saturday. The McDonald's located at 3671 South Congress Avenue was granted a variance to operate 24-hour a day.

- c. That 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.

In general, zoning jurisdictions attempt to restrict hours of operation and hours of construction activity in an effort to address legitimate public concerns and promote public welfare and safety to the residents. There are other establishments in this shopping center which have been granted similar hours of operation variance. As such, granting Wingstop a variance to extend its hours of operation is certainly not a special privilege denied to other lands, buildings, or structures in the Village of Palm Springs.

- d. That 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 work unnecessary and undue hardship on the applicant.

The literal interpretation of the provisions of this chapter will deprive the applicant of rights which are commonly enjoyed by other commercial businesses that operate with varied hours of operation. The CVS, located at 3187 S. Congress Avenue has been granted a variance to remain open until midnight. The Walmart Super Center located at 2765 10th Avenue North has been granted a variance to operate from 6 AM to 11 PM. Denial of this variance would have made it challenging for Wingstop to provide flexible customer service. The requested hours of operation variance are minimal in nature in terms of the benefits of the project.

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The variance being requested is the minimum for Wingstop to make reasonable use of the land, building or structure. The ever-changing demands of today's consumer require that many businesses offer flexible hours of operation.

- f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

The granting of the variance to allow Wingstop to provide varied hours of operation will be in harmony with the general intent and purpose of the chapter is to promote safety and regulate overall development for the public's best interest. The Wingstop site is located along South Congress Avenue and abuts existing commercial development to the north.

Wingstop – Variance relief from Section 34-891(1) Hours of Operation to allow the hours of operation be extended one hour from 11:00 pm to 12:00 am.

There is no residential development adjacent to this site that will be negatively impacted by the proposed variance request.

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

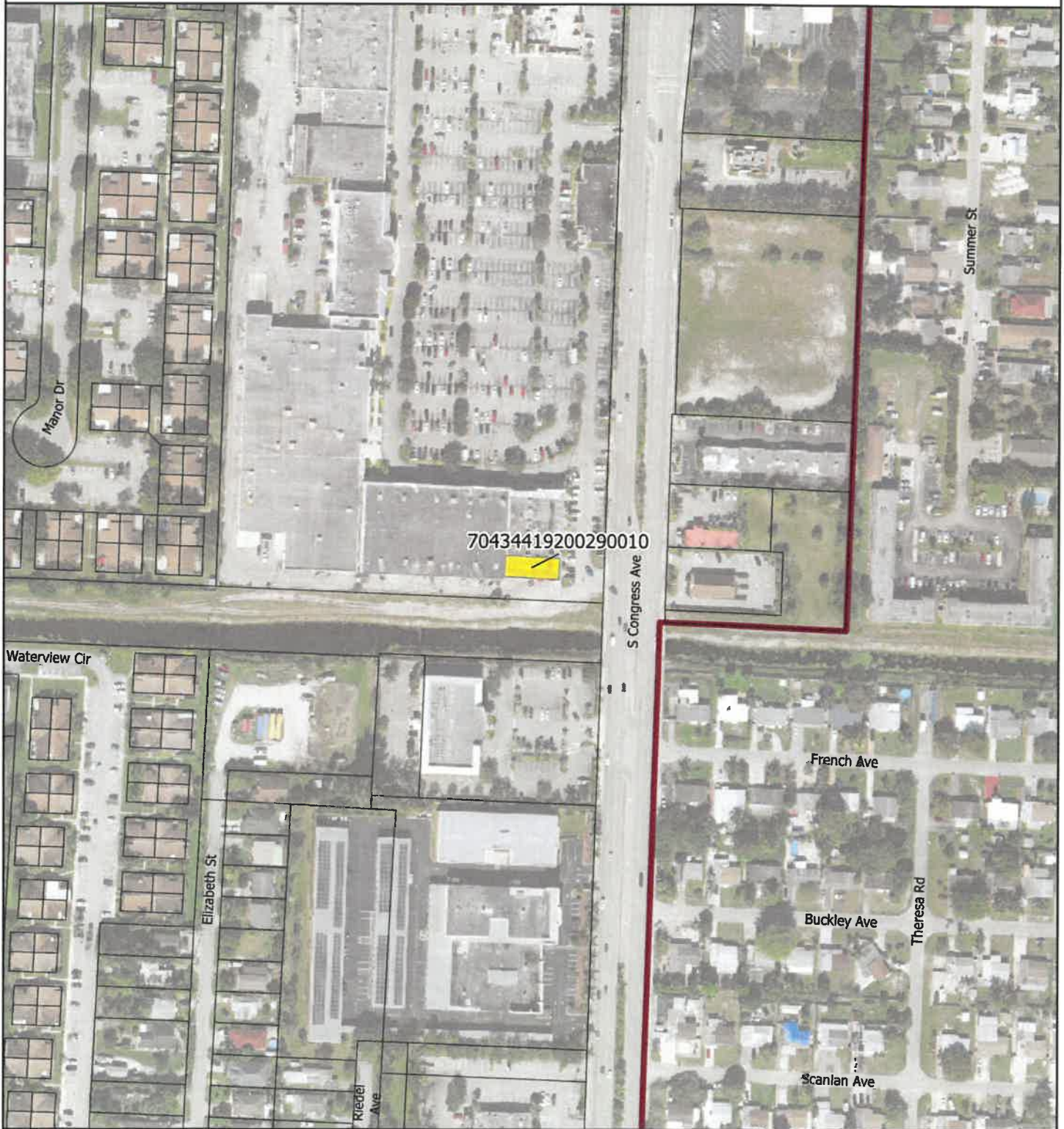
The variance request for the hours of operation will not be injurious to the area involved or otherwise detrimental to the public welfare. There is the existing Palm Beach Preparatory Charter Academy, located south of the proposed Wingstop buffered by a canal. The adjacent residential subdivision area is 540 feet away from the proposed Wingstop location. Therefore, the request to extend the hours of operation will not be detrimental to the public welfare of the surrounding area.

Staff does not object to the applicant's request, based on the applicant's intent to provide more alternatives to residents and customers. Staff found the variance to be in harmony with the general intent of the Village Code and will not create conflicts from the use or granting of the variance to extend business operation one hour (1 hr.) of what is permitted.



VILLAGE OF PALM SPRINGS

3501 S Congress Avenue



Legend

-  Proposal Parcel
-  Parcels
-  Village Boundary

Date: 5/1/2023

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: May 11, 2023

DEPARTMENT: Administration

ITEM #24: (First Reading) Ordinance No. 2023-07- Village Code Amendment - Chapter 78 - Utilities

SUMMARY: The Palm Springs Community Redevelopment Agency (CRA) and Palm Beach County have partnered to extend sanitary sewer along the Congress Avenue corridor north of Forest Hill Boulevard. The properties currently served by septic tanks that will benefit from this infrastructure are within the Palm Beach County Water Utilities service area.

During design conversations, the County staff expressed concern about using their code enforcement process to require Village property owners to connect to the sewer force main once installed (this would require a change in County policy). Instead, they suggested that the Village would be in a better position to require the connection of a new utility line.

According to the proposed ordinance, properties must connect to a utility line within 100' of a residence, regardless of utility service area jurisdiction. Code Enforcement will enforce the Village's standard code enforcement procedures.

This ordinance was drafted by the Assistant Village Manager and reviewed by the Village Attorney, Utilities Director, Assistant Utilities Director, and CRA Code Enforcement Officer.

The proposed ordinance will be presented on the 1st reading and, if approved, will be presented on the 2nd and final reading by the Village Council on June 8, 2023.

FISCAL IMPACT:

The proposed ordinance does not have a fiscal impact on the Village.

ATTACHMENTS:

1. Ordinance No. 2023-07 Amending Chapter 78 - Utility Connections
2. Map of Parcels to be Served by Congress Ave Sanitary Sewer Project

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78 "UTILITIES", ARTICLE II, "WATER AND WASTEWATER", DIVISION 2 "CONNECTIONS" BY AMENDING SECTION 78-69 "CONNECTION REQUIRED" PERTAINING TO CONNECTION TO PUBLIC UTILITY SYSTEMS; 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 regulations regarding connection to public potable water and/or sanitary sewer systems; 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 78 "Utilities", Article II, "Water and Wastewater", Division 2 "Connections" by amending Section 78-69 "Connection Required" as follows:

Sec. 78-69. - Connection required.

- (a) Every person who owns or occupies real property within the Village limits ~~village's utility service area~~ shall, within 90 days after being notified in writing by the Village, Palm Beach County, or other regulatory authority, connect to the public ~~village's~~ water and/or wastewater system when such system is available within 100 feet of the real property.
- (b) Any owner or occupant refusing, failing or neglecting to make such connections in accordance with the provisions of this section shall be in

violation of this section. Violations of this section shall be enforced in accordance with chapter 2, code enforcement procedures, by the issuance of a code enforcement citation or notice of violation to the owner of the real property. If a citation is issued, the fine shall be \$200.00 for the first violation and \$500.00 for any repeat violation unless otherwise set by resolution or the special magistrate. Each day of violation shall be considered a separate offense. Further, any violation of the provisions of this section may be prosecuted by the village in county court as a misdemeanor of the second degree and punished by a fine of not more than \$500.00 and/or imprisonment in the county jail for not more than 60 days. The village shall also be entitled to take any other appropriate legal action, including, but not limited to, cease, and desist orders, other administrative action and requests for temporary and permanent injunctions to enforce the provisions of this section. It is the purpose of this subsection to provide additional cumulative remedies to the village to enforce this section.

- (c) Any owner or occupant refusing, failing, or neglecting to make such connections in accordance with the provisions of this section shall, nevertheless, be charged with the applicable minimum water and wastewater charges established and set forth in this article or by the applicable public utility authority.

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	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, 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

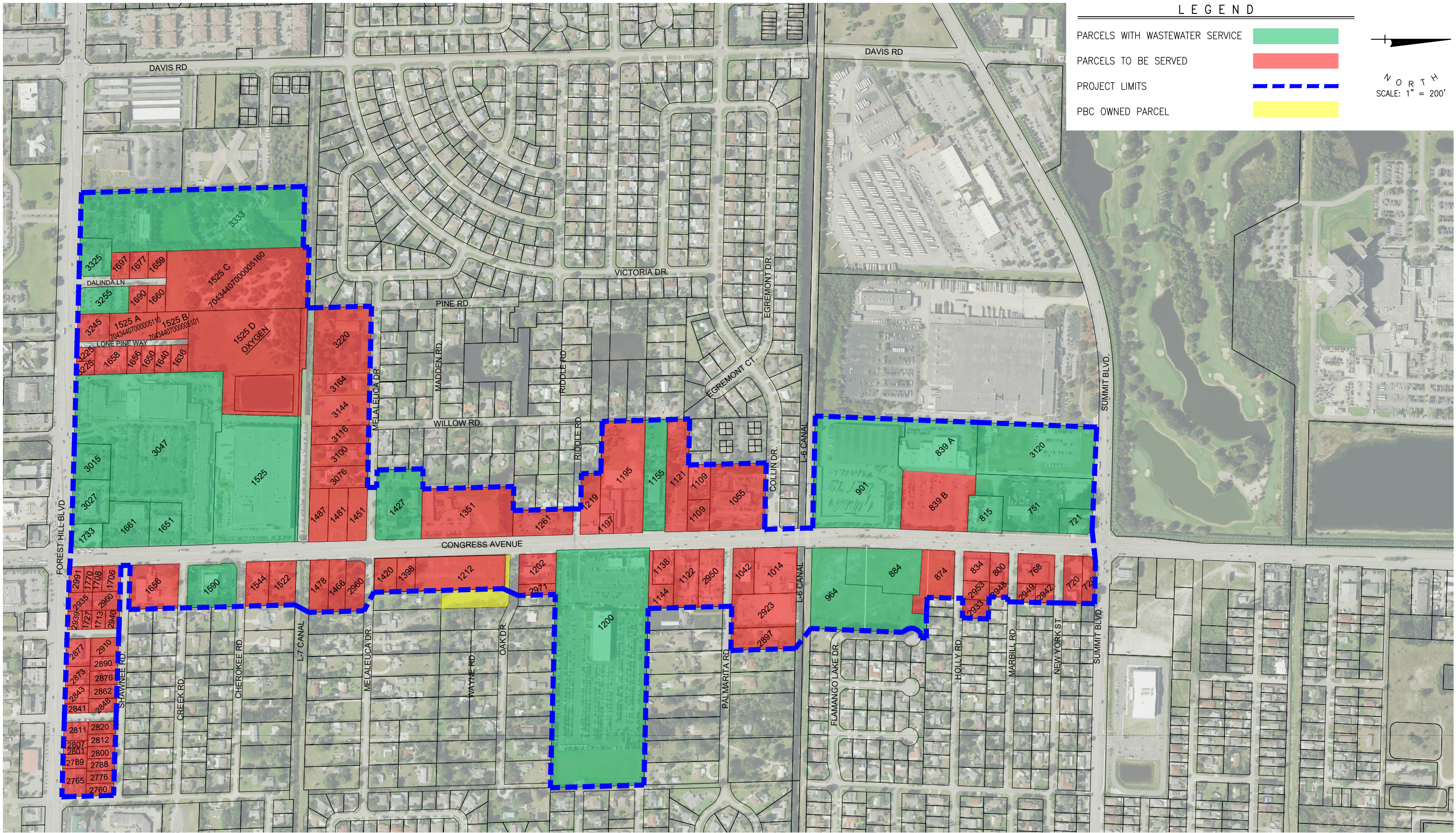
First Reading _____
Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



VILLAGE OF PALM SPRINGS

WASTEWATER IMPROVEMENTS ALONG CONGRESS AVENUE AND FOREST HILL BLVD



PARCELS WASTEWATER
SERVICE STATUS MAP

ATTACHMENT 1



Village of Palm Springs

Executive Brief

AGENDA DATE: May 11, 2023

DEPARTMENT: Administration

ITEM #25: Ordinance No. 2023-06 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations (First Reading)

SUMMARY: The Village staff is requesting an amendment to the Village Code - Chapter 10 - Buildings and Building Regulations, Article I, "In General", Sections 10-8 "Exterior Property Areas", 10-12 "Village Council Findings", and 10-30 "Foreclosed, Vacant and Unimproved Property Registration Program" to establish minimum requirements for vacant and unimproved commercial and industrial property.

In an effort to strategically focus code enforcement activities on those properties that are creating blight and nuisances along the major corridors, the staff is proposing minimum requirements for vacant or unimproved commercial and industrial parcels that have historically been neglected by property owners. The minimum requirements will secure the property, enhance the aesthetics with minimum landscaping, and provide a direct contact person who will be responsible for addressing issues, such as the dumping of trash, graffiti, overgrown grass, and illegal parking of commercial vehicles.

The proposed vacant and unimproved property requirements include:

Registration with contact information for the owner or authorized individual who has responsibility for the property and can make decisions to address conditions on the property, including expenditures required to remedy issues;

1. Installing/maintaining sod and perimeter landscape hedge, and irrigation;
2. Securing property with a 6' perimeter fence;
3. Providing signage on the fence with contact information.

Note: The annual registration fee will be included within the Village's Fee Schedule, which will be provided to the Council for consideration during the June 8, 2023 meeting and prior to the 2nd and final reading by the Village Council.

The proposed minimum property requirements will require owners to make a minimum investment in the property and not simply hold it as an asset.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney, Planning, Zoning, and Building Director, and Code Enforcement Officers.

If approved on the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council on June 8, 2023, Regular Council Meeting.

FISCAL IMPACT:

The proposed ordinance does not have a direct fiscal impact to the Village.

ATTACHMENTS:

1. Proposed Ordinance No. 2023-06 - Amending Chapter 10 - Buildings and Building Regulations
2. Exhibits "A", "B" and "C" - Vacant Property Ordinance

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 10 "BUILDINGS AND BUILDING REGULATIONS", ARTICLE I, "IN GENERAL", BY AMENDING SECTION 10-8 "EXTERIOR PROPERTY AREAS", SECTION 10-12 "VILLAGE COUNCIL FINDINGS" AND SECTION 10-30 "FORECLOSED, VACANT AND UNIMPROVED PROPERTY REGISTRATION PROGRAM"; 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 property maintenance regulations to modify and update regulations regarding minimum requirements for vacant and unimproved properties, and general maintenance of exterior areas of properties within the Village; and

WHEREAS, the Village Council further desires to amend its regulations to provide for registration of unimproved commercial and industrial property or vacant properties; 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 10 "Buildings and Building Regulations," Article I, "In General", Section 10-8 "Exterior Property Areas", shall be amended as set forth in Exhibit "A" attached hereto (words ~~stricken~~ are deletions; words underlined are additions).

Section 3. Chapter 10 "Buildings and Building Regulations," Article I, "In General", Section 10-12 "Village Council Findings", shall be amended as set forth in Exhibit "B" attached hereto (words ~~stricken~~ are deletions; words underlined are additions).

Section 4. Chapter 10“Buildings and Building Regulations,” Article I, “In General”, Section 10-30 “Foreclosed, Vacant and Unimproved Property Registration Program” , shall be amended as set forth in Exhibit “C” attached hereto (words ~~stricken~~ are deletions; words underlined are additions).

Section 5. 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 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. 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 8. 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

EXHIBIT "A"

Sec. 10-8. - Exterior property areas.

(a) Sanitation. All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which the occupant occupies or controls in a clean, neat, and sanitary condition.

(b) Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking lots, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. Stairs shall comply with the requirements of subsection 10-10(g).

(c) Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches, as set forth in chapter 30. All noxious weeds shall be prohibited. This term shall not include cultivated flowers and gardens, or native vegetation.

(d) Accessory structures. All accessory structures, including detached garages, fences, walls, and swimming pools shall be maintained structurally sound and in good repair.

(1) Water clarity in swimming pools. Water clarity shall be maintained. When standing at the pool's edge at the deep end, the deepest portion of the swimming pool floor shall be visible.

(e) Yards shall be landscaped pursuant to minimum landscape and buffering standards set forth in Chapter 34, Article III, Landscaping, and maintained in accordance with accepted horticultural practices outlined therein.

(f) In the event that the National Weather Service, National Hurricane Center, or other appropriate weather agency declares a tropical storm or hurricane warning for any portion of the Village, all materials, furnishings, and equipment at the property shall be secured, stored, or removed so as to not create a safety hazard due to tropical/hurricane force winds.

(g) Failure of the property owner or mortgagee to properly maintain the property is a violation of the Code of Ordinances of the Village of Palm Springs. Pursuant to a finding and determination by a special magistrate, the Village may take the necessary action to ensure compliance with its ordinances and place a lien or liens and a special assessment on the property.

EXHIBIT "B"

Sec. 10-12. Village Council findings.

The Village Council finds that conditions exist within the Village of Palm Springs which violate public rights, subvert public order or cause inconvenience or damage to the public generally. Specifically, but not limited to, the accumulation of underbrush, weeds, rubbish, yard waste, trash, and grass, building materials, any accumulation of newspapers, flyers, circulars, notices, except those required by federal, state or local law, and discarded personal items including, but not limited to, furniture, clothing, large and small appliances, or any other items that give the appearance that the property is abandoned or not being properly maintained on vacant or improved property; the creation of unsafe pools, ponds, or other bodies of water, both stagnant and flowing; or the creation of other conditions which endanger the public health, welfare, property value, or safety of the community, has become an ever increasing menace in the village and constitutes a nuisance. It shall be unlawful for any person or entity to create a nuisance, or suffer or permit a nuisance to exist, upon property, which is under his, her or its care, custody, or control.

EXHIBIT “C”

Sec. 10-30. Foreclosed, Vacant and Unimproved property registration program.

(a) *Purpose and intent.* It is the purpose and intent of this section to establish a process to monitor and address the conditions of vacant, abandoned, and distressed real property located within the Village. This section is further intended to monitor and reduce the amount of deteriorating property located in the Village, on which a public notice of default has been filed or which is in foreclosure or where ownership has been transferred to a lender or mortgagee by any legal method. It is further intended to establish a registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance of abandoned or vacated properties which may or may not be subject to a mortgage or properties subject to mortgages that are in default.

(b) *Definitions.* The following words, terms, and phrases, when used in this section, shall have meanings ascribed to them, except where the context clearly indicates a different meaning. Where the context will permit and no definitions are provided herein, the definitions provided in the Florida Building Code shall indicate the meaning.

Abandoned property means any real property that is vacant or distressed.

Default means that the mortgagee has filed a foreclosure action or public notice of default on the mortgage. A mortgage shall be considered in default at such time as the mortgagee declares said mortgage to be in default in writing, by recording a lis pendens, by its actions or by commencing foreclosure proceedings or by any other actions demonstrating a breach of a security covenant on a property.

Disposition means the foreclosure status and/or the mortgagee/servicer's intent if the mortgage remains in default. If the mortgagee enters into a permanent modification agreement with the owner/mortgagor, the mortgage is considered to be no longer in default unless there is further notification by the mortgagee/servicer.

Distressed means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that a property is neglected, abandoned, or otherwise not being regularly maintained. Such conditions include, but are not limited to:

- (1) A repeat violation of any provision of this Code, as defined in F.S. § 162.04(5) or violations which have not been complied;
- (2) Overgrown and/or dead vegetation;
- (3) The accumulation of trash, junk and/or debris;
- (4) Unsecured doors, windows, or other openings;
- (5) The presence of an unsanitary, stagnant swimming pool, the presence of boards over doors, windows, or other openings in violation of the Code; or
- (6) Deterioration of the structure or structures on the property.

Foreclosure means the judicial process by which a property, placed as security for a mortgage loan is to be sold at an auction to satisfy a debt upon which the borrower has defaulted.

Enforcement officer means any fulltime law enforcement officer, building official, fire inspector or code enforcement officer employed by the village.

Owner means any person, firm, corporation, or other legal entity who, individually or jointly or severally with others, holds the legal or beneficial title to any building, facilities, equipment, or property subject to the provisions of this chapter. The term shall include the owner's duly authorized agent, a purchaser, devisee, fiduciary, or any other person, firm, corporation, or legal entity having a vested or contingent interest or, in the case of a leased premises, the legal holder of the lease or his legal representative. It is intended that this term shall be construed as applicable to the person, firm, corporation, or legal entity responsible for the construction, maintenance and operation of the building, facilities or property involved whether vacant or occupied.

Property management company means a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

Secure manner shall include, but not be limited to, the closure and locking of windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property and/or structure. In the case of broken windows, such windows

shall be secured by re-glazing or if the structure is vacant it may be boarded up in accordance with code requirements.

Unimproved property means any parcel within the Village that does not contain a principal or accessory building or structure.

Vacant property means a parcel of land that contains any building or structure that is not lawfully occupied or inhabited by human beings as evidenced by the conditions set forth in the definition of "evidence of vacancy". Vacant property does not mean property that is unoccupied while the occupants are temporarily away or is not intended by the owner to be left vacant so long as the period does not exceed six (6) months.

(c) *Applicability.* This section relates to abandoned and vacant Commercial and Industrial properties, unimproved Commercial and Industrial property, and to all property subject to a mortgage that has been determined by the mortgagee to be in default, is in foreclosure, or to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee or lender as well as any properties transferred to the mortgagee or lender under a deed in lieu of foreclosure by any legal method. All such properties shall comply with the registration, security, and maintenance requirements of this section.

(d) *Penalties.* Violations of this section shall be subject to enforcement by a special magistrate of the village.

(e) Registration of unimproved Commercial/Industrial property or vacant property.

(1) Registration by owner. Every owner of a vacant and/or unimproved Commercial or Industrial property or Commercial or Industrial property containing a vacant building or structure that is located within the Village shall register with the Village by filing a registration application prescribed by the Village within ten (10) days of vacancy. Commercial or Industrial property that is vacant/unimproved or contains a vacant building at the time of adoption of these provisions shall register within 60 days of the effective date of this Ordinance.

(2) A registration application shall contain at least the following information:

- a. The address and parcel control number of the vacant property;
- b. For purposes of notice, the name, telephone number, mailing address, and e-mail address of the owner;
- c. For purposes of notice, the name, telephone number, mailing address, and e-mail address of an individual or entity designated by the owner who has the authority to make decisions concerning the conditions at the vacant property, as well as any expenditure in connection therewith;
- d. The Village reserves the right to request such other information as needed to conduct the public purpose and intent of this article.

(3) An annual registration fee, per property, for the vacant property registration, shall be established by resolution of the Village Council. Such a fee shall accompany the registration form and shall be for the costs of registration and enforcement of this section. The Village shall charge a fee as established in the village fee resolution for any registration or modification of registration, and it may assign and delegate the collection of such fee to an independent contractor.

(4) Registration pursuant to this section shall be required annually for as long as the property is unimproved, or vacant. A case initiated pursuant to this section may be presented to the special magistrate even if, prior to a hearing, the property is no longer unimproved, vacant, or no longer distressed.

(5) Properties subject to this section shall remain under the registration requirement, and the inspection, security, and maintenance standards set forth in this section as long as they remain vacant.

(6) Any person or other legal entity that has registered a property under this section must report any change in the information contained in the registration within ten (10) days of the change. There shall be no fee to update the current owner's information.

(7) Failure of the property owner of record to properly register or to modify the registration from time to time to reflect a change of circumstances as required by this

section is a violation and shall be subject to enforcement by any of the enforcement means available to the Village.

(8) Pursuant to a finding by the special magistrate that any property is in violation of this section, the Village may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and to bring it into compliance.

(e) (f) Registration of real property; mortgagee holding mortgage in default, foreclosure, or where ownership of property has been transferred to a lender or mortgagee.

(1) All property located within the village, which property is in or has been declared to be in default, mortgage foreclosure, or to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee as well as any properties transferred to the mortgagee or lender under a deed in lieu of foreclosure by any legal method shall be registered under this section.

(2) Any mortgagee who holds a mortgage on vacant or abandoned real property located within the village shall perform an inspection of the property upon default by the mortgagor or prior to the issuance of a notice of default.

If the property is found to be vacant or shows evidence of vacancy, it shall be deemed vacant or abandoned, and the mortgagee shall, within two days of the inspection, register the property with the village's land development department on forms provided by the department, even though the real property may not be vacant.

(3) If the property is occupied, the mortgagee or mortgagee's designee should monthly inspect it.

(4) Within ten days of the date the mortgagee declares its mortgage to be in default, the mortgagee shall register the real property with the village's designee and, at the time of registration, and, if vacant, shall also designate in writing a local property manager to inspect, maintain and secure the real property subject to the mortgage in default.

(5) Registration. Registration pursuant to this section shall contain at a minimum:

- a. The name;
- b. The mailing address;
- c. The e-mail address;
- d. The telephone number for the mortgagee, trustee and/or servicer; and
- e. The disposition and occupancy status of the real property.

If the property is vacant or deemed vacant by the code enforcement staff of the village, then the name of the local property manager and said person's address, e-mail address, and telephone number shall also be provided for all new registrations. If the occupancy status of a registered property changes to vacant then the registration must be modified.

The local property manager shall be responsible to inspect, secure and maintain the property. The local property manager shall be available to be contacted by the village 24 hours a day. The village shall charge a fee as established in the village fee resolution for any registration or modification of registration, and it may assign and delegate the collection of such fee to an independent contractor. The registration fee must be paid by the mortgagee, trustee or mortgage servicer and cannot be assigned for payment or remitted by a third party for payment.

(6) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the mortgagee, as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure.

(7) Properties subject to this section shall remain under the annual registration requirement, inspection, security, and maintenance standards of this section as long as they remain abandoned, vacant, or subject to having been declared by a mortgagee to be in default.

(8) Any person or other legal entity that has registered a property under this section must report any change in the information contained in the registration within ten days of the change.

(9) Failure of the mortgagee and/or property owner of record to properly register or to revise the registration to reflect a change of circumstances as required by this section is a violation of the ordinances of the village.

(f) (g) *Maintenance requirements, generally.*

(1) Properties subject to this section shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, or any other items that give the appearance that the property is abandoned or not being properly maintained. Grass over twelve inches tall is prohibited.

(2) The property shall be maintained free of graffiti or similar markings by removal or painting over such graffiti or markings with an exterior grade paint that matches the color of the exterior structure.

(3) Yards shall be landscaped and maintained pursuant to the standards set forth in the ordinances of the village. Landscaping shall include, but shall not be limited to, grass, ground cover, bushes, shrubs, hedges or similar plantings, decorative rock or bark, artificial turf or sod designed specifically for residential, commercial, or industrial installation, as applicable. Landscaping shall not include weeds, gravel, broken concrete, asphalt, or similar material. Maintenance shall include, but shall not be limited to, watering, irrigation, cutting and mowing of required landscape and removal of all trimmings and weeds.

(4) Pools and spas shall be kept in a safe and sanitary order so that pool and spa water remain free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the village's ordinances and the Florida Building Code.

(5) In the event that the National Weather Service, National Hurricane Center, or other appropriate weather agency declares a hurricane warning for any portion of the village, all materials, furnishings, and equipment at the property shall be secured, stored, or removed so as to not create a safety hazard due to hurricane force winds.

(6) Failure of the mortgagee and/or property owner of record to properly maintain the property is a violation of the Code. Pursuant to a finding and determination by a special magistrate, the village may take the necessary action to ensure compliance with its ordinances and place a lien or liens and a special assessment on the property.

(h) Maintenance requirements, unimproved property, and vacant property.

In addition, the requirements in subsection (g) above, owners of unimproved or vacant property must, within ninety (90) days of registering under this section, agree to comply with the general maintenance standards, which shall include a requirement that the property:

i. be lighted in a manner to discourage crime;

ii. be sodded throughout the entire unimproved area of the property;

iii. be landscaped with a Category 1 buffer pursuant to Sec. 34-162;

iv. be irrigated, preferably with a timer mechanism;

v. surrounded with a temporary six (6) feet tall chain linked fence which shall be installed around the entire property area, unless the Village's PZB Director waives or alters the requirement (temporary fence shall be removed at the time the property is improved pursuant to Chapter 34, Land Development); and

vi. provided with signage attached to the fencing that lists the responsible party for the property, which party is generally available within 24 hours' notice, including address, phone number and email address.

(i) Maintenance requirements, demolished property.

For the purposes of this section demolished property shall be property where the building or structure has been removed. In such a case, the demolished property becomes unimproved property, and the owner must comply with the requirements of this Chapter. However, the additional requirements of subsection (h) shall not apply if construction on the property begins within one year of the demolition. The PZB Director has the discretion to alter the one year limitation upon good cause showing.

(g) (j) *Security requirements.*

(1) Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(2) A "secure manner" shall include, but shall not be limited to, the closure and locking of windows, doors, gates, and other openings of such size that may allow a child or adult to access the interior of the property and/or structure. Broken windows shall be secured by re-glazing or boarding. All means of access shall be secured by replacing, reglazing, or boarding the openings so as to meet all applicable laws, codes, and regulations.

(h) (k) *Property management.*

(1) If a mortgage on the property is in default and the property has become vacant or abandoned, a local property manager shall be designated by the mortgagee to perform the work necessary to bring the property into compliance with the Code and the local property manager must perform weekly inspections to verify compliance with the requirements of this section and any other applicable laws or ordinances of the village.

(2) Upon request of the village or its authorized representative, the local property manager shall provide a copy of the inspection reports to the land development department.

(3) When a property becomes vacant, it shall be posted with the name and 24-hour contact telephone number of the local property manager. The posting shall be no less than 18 inches × 24 inches, and no larger than 36 inches × 48 inches in size, and shall be of a font that is legible from a distance of 45 feet. The posting shall contain the following language: THIS PROPERTY IS MANAGED BY [name of local property manager], who may be contacted at any time by calling () [the 24-hour contact telephone number].

(4) All written information thereupon shall be clear, legible, and updated as required. The posting shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the

street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visual from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.

(5) Failure of the mortgagee or property owner of record to properly inspect and secure the property and post and maintain the signage required by this section is a violation of this section. Pursuant to a finding and determination by a special magistrate of the village, the village may take the necessary action to ensure compliance with this section, and place a lien or liens on the property to recover costs and expenses in support thereof.

(i)(l) *Opposing, obstructing enforcement officer; penalty.* Whoever opposes, obstructs, or resists any enforcement officer or any person authorized by the village in the discharge of duties as provided in this section, upon conviction, may be sanctioned as provided in the Code or F.S. ch. 162.

(j)(m) *Immunity of enforcement officer.* Any enforcement officer or any person authorized by the village to enforce this section shall be immune from prosecution, civil or criminal, for reasonable, good faith entry or trespass upon real property while in the discharge of duties imposed by this section.

(k)(n) *Additional authority.* The land development director shall have authority to require the mortgagee and/or owner of record of any property affected by this section to implement additional maintenance and/or security measures, including, but not limited to, having an on-site security guard. Failure to comply with the terms of this section shall constitute a continuing public nuisance. The village shall have the authority to promptly abate the public nuisance, in whole or in part, at the expense of the mortgagee or other responsible party.

(l)(o) *Supplemental provisions.* Nothing contained in this section shall prohibit the village from enforcing its codes by any other means, including, but not limited to, injunction, abatement or as otherwise provided by Code.