



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JUNE 8, 2023
6:30 PM**

COUNCIL

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

ADMINISTRATION

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

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **May 11, 2023, Village Council Regular Meeting Minutes:** Motion for the approval of May 11, 2023, Village Council Regular Meeting Agenda.
Staff: Kimberly Wynn, Village Clerk

2. **Change Order No. 1 - Lift Station Rehabilitation (Task Order No. 233) Contract Time Extension - Utility Department - (FY 2023 Budget Funded - Water & Sewer Fund) - B&B Underground Construction:** Motion to approve Change Order No. 1 (Task Order No. 233) with B&B Underground Construction for the Lift Station Rehabilitation of Florida Mango, Waterside, and Woodhaven Lift Stations project to extend the project completion date by an additional 350 calendar days (total current time from 180 days to 530 days). The proposed Lift Station Rehabilitation project is expected to have substantial completion before April 1, 2024, and final completion on May 1, 2024. There is no direct fiscal impact on this specific request.
Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director
3. **Utility Billing Payment Platform - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) – PayNearMe, Inc.:** Motion for the approval of an Agreement with PayNearMe, LLC., an enhanced payment system platform for the Utilities Department that offers a wider range of payment types in order to improve customer satisfaction and service quality. Funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund following a budget transfer.
Staff: Jimmie Johnson, Utilities Director
4. **Geographic Information System (GIS) Software and Services - Term Extension - ESRI:** Motion for the approval of a three (3) year ESRI Small Municipal and County Government Enterprise Agreement (SGEA) which provides the software needed for the Geographic Information System (GSIS) services, including the GIS data. On July 14, 2020, a three-year agreement was approved and will expire on July 21, 2023. If approved, the proposed agreement expires on September 20, 2026, with renewal on a three (3) year basis under the terms of the current agreement.
Staff: Iramis Cabrera, PZB Director
5. **Appointment to the Police Officers' Pension Board of Trustees:** Motion to approve the appointment of Mr. Thomas Gehrman as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for an unexpired term that ends September 30, 2024.
Staff: Kimberly Wynn, Village Clerk
6. **Resolution No. 2023-26 Amendment to the FY 2023 Fee Schedule:** Motion for the approval of Resolution No. 2023-26 to amend the FY 2023-26 Fee Schedule to amend the fees for Chapter 2, Division 2, of the Village Code to update the Schedule of Fees for various services, and, restating the fees for Division 2, Chapter 38 "Parks and Recreation Department", "Planning, Zoning, and Building", and the "Department of Public Safety", and "Administration/Village Clerk."
Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

7. **National HIV Testing Day Proclamation - June 27, 2023:** Recognizing National HIV Testing Day on June 27, 2023 in the Village of Palm Springs.
Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA

8. **Increase Garbage Non-ad Valorem Rates for FY2024 - Effective October 1, 2023:** Motion for the approval to increase the Non-Ad Valorem rates for FY 2024 by 12%, to generate enough revenue to cover costs through FY 2024 with the Village's contract Hauler.
Staff: Timothy Crespo, Assistant Public Works Director

PUBLIC HEARINGS

9. **(Quasi-Judicial Hearing) Resolution No. 2023-28 - Residential Planned Development Site Plan (SPR23-03) with three (3) Waivers - Village of Valor - 2nd Avenue North:** A motion to approve a Residential Planned Development Site Plan (SPR23-03) submitted by Place Planning, agent for Village of Valor LTD, Applicant, for a site plan with waivers and conditions for construction of two (2) buildings with four (4) stories, which would create fifty-four (54) units, within a parcel of 5.47 gross acres, located on a vacant lot on 2nd Avenue North (PCN 70-43-44-20-01-098-0020).
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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10. **(Quasi-Judicial Hearing) Resolution No. 2023-27 - Sign Variance - Taco Bell - 3330 South Congress Avenue:** Motion for approval of Resolution No. 2023-27 with conditions is submitted by Mr. David Netzler, an agent for Taco Bell ("Applicant") in response to the request for four (4) sign variances. One (1) digital menu board sign will be installed at the drive-thru lane order point of Taco Bell's fast food restaurant located at 3330 South Congress Avenue.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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11. **(Second 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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12. **(Second 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 22, 2023,
AT 6:00 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, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8420

III. Complaint Procedures:

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

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



**VILLAGE COUNCIL MEETING MINUTES,
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461
MAY 11, 2023, AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Regular Village Council meeting to order at 6:30 PM.

ROLL CALL:

Present: Mayor Pro Tem Waller, Council Member Gunther, Council Member Ready, Mayor Bev Smith

Absent: Vice Mayor Brinkman

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, Building and Zoning Director Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Library Services Director Josefina Maliska, Administrative Assistant (Library) Claudia Ruiz, Assistant Public Works Director Timothy Crespo, and Administrative Assistant (Utilities) Eliza Hansen.

INVOCATION

The 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 additions, deletions, or modifications to the agenda.

Council Member Ready made a motion to approve the agenda as presented. Council Member Gunther seconded the motion. The said motion carried 4-0.

CONSENT AGENDA

1. **Approval of Meeting Minutes:** Motion for the approval of October 6, 2022, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk
2. **January 26, 2023 Village Council Regular Meeting Minutes:** Motion for the approval of January 26, 2023, Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk
3. **March 9, 2023 Village Council Regular Meeting Minutes:** Motion for the approval of March 9,

4. **March 28, 2023 Village Council Regular Meeting 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 Ms. Karen Gebo and Mr. Rick DiRienzo to the Library Advisory Board as a Regular members to serve a three-year term expiring May 14, 2026
Staff: Kimberly Wynn, Village Clerk

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 members 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.

6. **Reappointment to the Construction Board of Adjustment and Appeals:** Motion for the 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

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.

7. **Reappointment to the Planning & Zoning Board:** Motion for the 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

SUMMARY: Staff requests that the Village Council reappoint one Planning & Zoning Board Member. 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, a vacancy for a Senior and Junior Alternate Member on the Planning and Zoning Board will remain.

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

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

SUMMARY: The Utilities Department must replace eleven (11) aging wastewater pumps at lift stations 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 Lift station (1 Pump) PSI Technologies	\$4,650.00
Boater's World Lift station (2 Pumps) PSI Technologies	\$18,800.00
Henthorne Lift station (2 Pumps) PSI Technologies	\$19,960.00

Abby Road Lift station (2 Pumps) PSI Technologies	\$25,600.00
Price Street Lift station 9 (2 Pumps) PSI Technologies	\$25,600.00
Lake Clarke Gardens Lift station (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 lift station pumps.

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

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 are expected to be completed by June 26, 2023. There is no direct fiscal impact on this specific request.

Staff: Jimmie Johnson, Utilities Director

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.

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

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 the 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.

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

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
Total Approved Funding	<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>
TOTAL PROJECT COSTS:	\$ 539,383.65

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.

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

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
<u>Proposed CO No. 3</u>	<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 by 752

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.

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: Eliza Hansen, Administrative Assistant

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.

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 20, 2027.

Staff: Claudia Ruiz, Administrative Assistant

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 10, 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.

15. **Joseph 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: Kimberly Wynn, Village Clerk

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.
- **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.

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.

End of Consent Agenda....

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

Mayor Pro Tem Waller made a motion to approve the Consent Agenda. Council Member Gunther seconded the motion. The said motion carried 4-0.

PRESENTATIONS

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

Staff: Claudia Ruiz, Administrative Assistant

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.

Ms. Claudia Ruiz introduced Mr. Jim and Carolyn Fallon, parents of the late Joseph Fallon. Mr. Fallon explained how he had participated in giving out this scholarship for over twenty years. The scholarship was started in honor of his son who volunteered at the Palm Springs Library, and died during his senior year of high school. The Fallon scholarship has been given to over 100 students that have moved forward successfully to prominent careers. Mr. Fallon thanked the Village and Council for their continued support and congratulated the students on their achievement.

Mayor Smith, Mr. Fallon, and Mrs. Fallon gave six students their certificates and scholarship checks. She thanked the Fallon Scholarship Committee, especially Mayor Pro Tem Waller for her service.

At this point, Mayor Smith moved to Item #21, Legislative Update from House Representative, David Silvers

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

Staff: Eliza Hansen, Administrative Assistant

Dr. Johnson introduced Mr. Ward and Ms. Hansen. Dr. Johnson said that this project was in conjunction with Finance and IT with the intention of providing a better customer service experience. PayNearMe will allow the customer to pay at multiple retail, service locations, and through applications.

Mr. Ward and Ms. Hansen showed the Council an interactive presentation (entered into record). They highlighted some of the features of the program, such as the customer does not have to log in to pay. There is a QR code specific to each bill. This code enables the customer to pay their bill without having to log in, or remember passwords. The company works with several municipalities, which include Lake Worth Beach. Customers can also search for nearby locations to pay their bill using an application on their phone.

Mayor Smith offered the Council an opportunity to ask questions. Council Member Ready asked if customers could pay in advance using this function. Mr. Ward explained that the customer has the ability to pay in advance. Council Member Gunther asked if an additional fee would apply. Ms. Hansen and Mr. Ward advised there is an additional convenience fee. To avoid the convenience fee, customers can sign up for ACH transactions. Council Member Gunther also asked if paper bills would eventually get eliminated. Mr. Ward answered that eventually there will come a time when paper bills may go away, but that is not immediate.

Overall, the Council supported the system and look forward to the Village moving forward.

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

Staff: Kimberly Wynn, Village Clerk

Mayor Smith did not read the proclamation into the record; however, she recognized the Utilities Department for Drinking Water Month.

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: Jane Worth, Deputy Village Clerk

Mayor Smith did not read the proclamation into the record; however, she recognized the Police Department for Police Week and Peace Officer memorial Day.

20. **Building Safety Month Proclamation - May 2023:** A proclamation to recognize the month of May 2023 as Building Safety Month

Staff: Kimberly Wynn, Village Clerk

Mayor Smith did not read the proclamation into the record; however, she recognized the Planning, Building & Zoning Department for Building Safety Month.

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

Staff: Kimberly Wynn, Village Clerk

Mayor Smith introduced Representative David Silvers. Representative Silvers provided a legislative update to the Council on several House Bills:

- House Bill 29 - Tax Exemption for Diapers and Incontinence Products - Exempts for sale of human use of diapers, incontinence undergarments, incontinence pads, and incontinence liners from sales and use tax. (Bill died May 5, 2023)
- House Bill 269 – Public Nuisances - Prohibits a person from distributing onto private property any material for the purpose of intimidating or threatening the owner, resident, or invitee; prohibits person from willfully and maliciously harassing, threatening, or intimidating another person based on person's wearing or displaying of any indicia relating to any religious or ethnic heritage; requires violations be reported as hate crimes; prohibits display or projection of images onto building, structure, or property without permission; prohibits person who willfully enters campus of state university or Florida College System institution for purpose of threatening or intimidating another person from remaining on such campus after being warned to depart.
- House Bill 543 - Concealed Weapons - Authorizes a person to carry a concealed weapon or firearm if he or she is licensed to do so or meets specified requirements. A request for a person who is carrying a concealed weapon or firearm without a license to carry identification and display upon demand by law enforcement a concealed weapons permit.
- House Bill 829 - Mental health bill for children (Baker Act) - Requires the Department of Children and Families (DCF) to provide specified information to certain individuals and organizations. It requires DCF to maintain an information handbook and a repository of answers to frequently asked questions; it provides requirements for such a handbook and repository. The Regulations book has not been updated since 2014.

The Council thanked Representative Silvers for his hard work to get bills passed and getting appropriations for the Police Department Building.

Fire Chief Tracy Adams discussed the Annual Palm Beach County Fire Rescue Report and entered it into the record. She talked about the number of incidents that took place last year and the response time for First Responders. Chief Adams stated that it is National Arson Awareness Week, and asked that the Village engage in activities that promote prevention. She also mentioned there was a new Fire Chief

hired last year, Patrick Kennedy. She encouraged residents to begin their preparations for the hurricane season.

Mayor Smith thanked Chief Adams for the update.

PUBLIC COMMENT

Mayor Smith opened the meeting for public comment.

1. **Johnnie Tieche 305 Winged Foot Drive** - Mr. Tieche mentioned that he participated in the Fishing Frenzy Special event with his granddaughter and complimented Public Works Superintendent, Michael Woods. Mr. Tieche appreciated the PayNearMe demonstration and asked the staff how the new pay system would get marketed. Dr. Johnson explained that the new technology would get posted on social media, the website, customers' utility bills, newsletters, and the Village's Code Red Alert System. Mr. Tieche asked Chief Ceccarelli to talk about the dirt bikes in the area. He thanked the staff for the ride-along with Code Enforcement. Mr. Tieche said he was able to go with the Code Officers to see the issues in the Village.

Hearing no further comments, Mayor Smith closed this session of the meeting.

REGULAR AGENDA

None

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

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:

- o 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.

The Village Clerk, Ms. Wynn, read the statement of advertisement in the record. Ordinance No. 2023-05 was advertised in the Lake Worth Herald on February 2, and March 9, 2023. Ms. Cabrera gave the staff presentation. She stated that all requested changes to the Ordinances as requested by the Council were made. Ordinance No. 2023-05 was approved on the 1st Reading March 14, 2023. The Village Council postponed approval at the April 14, 2023 meeting to make changes as outlined in the staff report. Village Attorney Torcivia read the title of the caption into the record.

Mayor Smith offered the public and the Council an opportunity to comment. There were no comments.

Council Member Ready made a motion to approve Ordinance No. 2023-05. It was seconded by Mayor Pro Tem Waller. There was a roll call vote as follows: Mayor Pro Tem Waller - Yes; Council Member Ready - Yes; Council Member Gunther - Yes; Mayor Smith - Yes. The said motion carried 4-0.

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 the Wingstop Restaurant at 3501 South Congress Avenue be permitted to remain open until midnight.

Staff: Christian Melendez Berrios, PZ&B Technician

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.

Ms. Cabrera gave the staff presentation and entered it into the record. She stated that the staff did not have any concerns about the request. Mr. Craig McDonald was present for the testimony. He did not have a presentation. He stated he basically wanted to remain open until 12 AM for business.

Mayor Smith offered the Council and public an opportunity to comment.

Council Member Ready asked why he needed to remain open for seven days instead of a few days like neighboring restaurants. Mr. McDonald stated that his establishment was more of a takeout and not a sitdown restaurant. Council Ready wanted to know the volume of traffic after 11

PM. Mr. McDonald said he did not have those statistics to provide.

Council Member Gunther asked Mr. McDonald about the banners that were still displayed at the location. He wanted to know if a code violation existed. Chief Ceccarelli spoke about this. He stated that Code Enforcement visited the site last week and warned them to remove the banners. Mr. McDonald stated that he would follow up with them to be sure the banners were removed.

Otherwise, the Village Council is in support of the extended hours until 12 AM. There were no comments from the public on Resolution No. 2023-22.

Village Attorney Torcivia read the title of the caption to the record. He noted a correction to the caption that the extended hours are 12 AM (not 24 hours) and the "Hours of Operation" (not Hours of Construction Activity).

Council Member Gunther made a motion to approve Resolution No. 2023-22. It was seconded by Mayor Pro Tem Waller. The said motion carried 4-0.

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

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

SUMMARY: The Palm Springs Community Redevelopment Agency (CRA) and Palm Beach County have partnered to extend sanitary sewers 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 if requiring 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.

Mrs. Glas-Castro presented Ordinance No. 2023-07. She explained that the purpose of this ordinance is to provide authority for the Village to require properties to connect to a utility line

whether the property is in the Village or Palm Beach County. This ordinance is amending Chapter 78, Section 78-69. discussed this item. She explained that this is to connect the sanitary sewer to connect to the line.

Mayor Smith offered the public and Council an opportunity to comment. There were no comments from the public.

Council Member Gunther asked if any concerns from Palm Beach County were resolved. Mrs. Glas-Castro assured Council Member Gunther that all concerns were resolved.

Council Member Ready made a motion to approve Ordinance No. 2023-07. Council Member Gunther seconded the motion. The said motion carried 4-0.

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

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

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.

Ms. Glas-Castro presented Ordinance No. 2023-06. She explained the current foreclosure program excluded vacant and unimproved properties. Under the proposed ordinance property owners are accountable for the property's condition. The language used in the ordinance is similar to what other communities use in their ordinances. Code Enforcement Officers are assisting with identifying the properties, then courtesy notices will be sent before this Ordinance is presented for the 2nd Reading.

Mayor Smith invited the Council and public to comment. There were no comments from the public.

Council Member Ready asked if there was an emergency notification list. Ms. Glas-Castro stated that this program would initiate that list. Council Member Gunther asked how the list would get monitored. Mayor Pro Tem Waller questioned if the Village would do the landscaping and maintenance of the property if it were abandoned.

Village Attorney Torcivia read the title of the caption on the record.

Council Member Ready made a motion to approve Ordinance No. 2023-06. Mayor Pro Tem Waller seconded the motion. The said motion carried 4-0.

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

ACTIONS AND REPORTS

There were no actions or reports.

VILLAGE MANAGER COMMENTS

Village Manager Bornstein gave a copy of a PowerPoint presentation to the Council and entered it into the record. He advised the Council that he was seeking direction on the aesthetics of the Public Safety Building. He wanted to know if the Council preferred wood trim or palm frond trim. The consensus of the Village Council is palm fronds, with blue entryway trim paint, and beige paint.

All responses were noted. The Village Manager advised that he would be out on

VILLAGE COUNCIL COMMENTS

Council Member Ready entered his list of attended events into the record:

- April 15, 2023 - Fishing Frenzy
- April 18, 2023 - Weekly Meeting with the Manager
- April 22, 2023 - Great American Clean Up
- April 24, 2023 - Salvation Army Meeting
- April 26 2023 - Florida League of Cities meeting and Workshop
- April 20, 2023 - Police Department Swearing In of New Police Officers
- April 25, 2023 - Bookmark Contest
- May 10, 2023 - Districts 2 & 3 Luncheon

Council Member Gunther thanked the staff for their work and congratulated the Fallon scholarship winners. Mayor Smith discussed the events that took place in the Village. She thanked the Council Member Ready for attending the bookmark contest on her behalf. She reminded everyone about the free Mother's Day brunch taking place on Sunday. In addition, there is a movie night on Friday. She wished the Village Manager, Mr. Bornstein, a happy belated birthday, and a safe trip.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 7:54 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 **May 11, 2023**. Which minutes were formally approved and adopted by the Village Council on **DATE**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JUNE 8, 2023, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Utilities

ITEM #2: Approve Change Order No. 1 - Lift Station Rehabilitation (Task Order No. 233) Contract Time Extension - Utility Department - (FY 2023 Budget Funded - Water & Sewer Fund) - B&B Underground Construction

SUMMARY: On July 21, 2022, the Village Council approved Task Order No. 233 with B&B Underground Construction for Lift Station Rehabilitation of Florida Mango, Waterside, and Woodhaven Lift Stations. On October 19, 2022, a notice to proceed was issued, with 180 days for substantial completion and 210 days for completion.

During the initial construction phases, supply chain issues and material shortages caused the Natural Gas Generator to delay delivery. As a result, according to the manufacturer, the generator will be delivered on February 26, 2024, much later than the original contract completion date of May 17, 2023.

Therefore, the Village's contracted contractor, B&B Underground Construction and the Utilities department are requesting an extension to the contract time for Task Order No. 233 (Change Order No. 1) to the amount of 350 days.

<u>Item</u>	<u>Contract Days</u>
Original Contract Days	180
<u>CO No. 1 Time Extension</u>	<u>350</u>
Revised Contract Days	530

Upon approval, the new substantial completion date will be April 1, 2024, and the new completion date will be May 1, 2024.

The proposed Change Order No. 1 was prepared by B&B Underground and reviewed by the Village's Engineer, Engenuity Group, the Village Project Manager, the Assistant Utility Director, and the Utility Director.

FISCAL IMPACT:

There is no fiscal impact in regards to Change Order No. 1 - Lift Station Rehabilitation (Task Order No. 233) Contract Time Extension - Utility Department - (FY 2023 Budget Funded - Water & Sewer Fund) - B&B Underground Construction.

ATTACHMENTS:

1. Proposed Change Order No. 1 - B&B Underground Construction
2. Change Order No. 1 Backup Documents - B&B Underground Construction
3. Executed Agreement - B&B Underground Construction

Change Order No. 01

Date of Issuance: 05/01/2023

Effective Date:

Owner: Village of Palm Springs

Owner's Task Order No.: 233

Contractor: B&B Underground Construction, Inc.

Contractor's Project No.:

Engineer: Engenuity Group

Engineer's Project No.:

Project: Lift Station Rehabilitation Florida Mango, Waterside,
Woodhaven

Project Bid No.: ITB#2022B-008

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

Description: *Due to the extensive material lead time for the lift station control panels and generator, additional days are required to fulfill the contract.*Attachments: Generator supplier email
Updated Project Schedule

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,226,795.00	Original Contract Times: 180 / 210 Days Substantial Completion: April 17, 2023 Ready for Final Payment: May 17, 2023 days or 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: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 1,226,795.00	Contract Times prior to this Change Order: Substantial Completion: April 17, 2023 Ready for Final Payment: May 17, 2023 days or dates
[Increase] [Decrease] of this Change Order: \$ 0.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 350 Ready for Final Payment: 350 days or dates
Contract Price incorporating this Change Order: \$ 1,226,795.00	Contract Times with all approved Change Orders: Substantial Completion: April 1, 2024 Ready for Final Payment: May 1, 2024 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>JB</u>	By: _____	By: <u>Shirley</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Village Eng. - Engenuity Group	Title: _____	Title: President
Date: 5-2-2023	Date: _____	Date: <u>01 MAY 2023</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Felipe Lofaso

From: John Chase <John.Chase@tawinc.com>
Sent: Thursday, March 30, 2023 8:30 AM
To: Felipe Lofaso; Stephen Decker
Cc: Eric Buckalew; Tim Grady
Subject: RE: Village of Palm Beach Lift Station - 20307294 - ATS is ready

Good morning Felipe,

Thanks, we'll keep the ATS here in Pompano until you are ready.

As of today, the KG100 generator is showing an estimated delivery date of 2/26/2024.

Thanks,



John Chase - Project Coordinator
O: 954-977-0202 x52712 • F: 954-977-9249
TAW, an IPS Company
1500 NW 15th Avenue • Pompano Beach, FL 33069

From: Felipe Lofaso <flofaso@bbuconst.com>
Sent: Thursday, March 30, 2023 8:15 AM
To: John Chase <John.Chase@tawinc.com>; Stephen Decker <SDecker@bbuconst.com>
Cc: Eric Buckalew <Eric.Buckalew@tawinc.com>; Tim Grady <Tim.Grady@tawinc.com>
Subject: RE: Village of Palm Beach Lift Station - 20307294 - ATS is ready

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

Good morning John,

Thanks for the heads up, it can remain with TAW to keep it safe and clean. How is the lead time looking on the generator at this point?

Thank you,

Felipe Lofaso, CGC
B&B Underground Construction, Inc.
4050 Westgate Ave., Suite 110
West Palm Beach, FL 33409
561-249-0341 Office

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1	🔗	<u>VILLAGE OF PALM SPRINGS</u>				
2	🔗	<u>FLORIDA MANGO, WATERSIDE AND WOODHAVEN LIFT STATION IMPROVEMENTS</u>				
3	🔗?					
4	🌟	Preconstruction Meeting	1 day	Wed 10/5/22	Wed 10/5/22	
5	🌟	Notice to Proceed	1 day	Wed 10/19/22	Wed 10/19/22	
6	🌟	Shop Drawings / Submittals	52 days	Thu 10/20/22	Fri 12/30/22	5
7	🌟	Material Procurement - Piping, Pumps, Controls, Panels, Precast	156 days	Mon 1/2/23	Mon 8/7/23	6
8	🌟	Permitting - VOPS and LWDD	46 days	Mon 5/1/23	Mon 7/3/23	
9	🔗?					
10	📁	<u>WOODHAVEN LIFT STATION</u>	27 days	Tue 8/8/23	Wed 9/13/23	
11	📁	WORK SCOPE	27 days	Tue 8/8/23	Wed 9/13/23	
12	📁	Site mobilization	3 days	Tue 8/8/23	Thu 8/10/23	7
13	📁	Bypass pumping	24 days	Fri 8/11/23	Wed 9/13/23	12
14	📁	Lift station demolition work	3 days	Fri 8/11/23	Tue 8/15/23	12
15	📁	Lift station wet well / valve vault piping and pumps	7 days	Wed 8/16/23	Thu 8/24/23	14
16	📁	Lift station electrical / controls	7 days	Fri 8/25/23	Mon 9/4/23	15
17	📁	Site work and restoration	5 days	Tue 9/5/23	Mon 9/11/23	16
18	📁	Lift station startup and testing	2 days	Tue 9/12/23	Wed 9/13/23	17
19	📁					
20	📁	<u>WATERSIDE LIFT STATION</u>	30 days	Mon 9/18/23	Fri 10/27/23	
21	📁	WORK SCOPE	30 days	Mon 9/18/23	Fri 10/27/23	
22	📁	Site mobilization	3 days	Mon 9/18/23	Wed 9/20/23	
23	📁	Bypass pumping	27 days	Thu 9/21/23	Fri 10/27/23	22
24	📁	Lift station demolition work	3 days	Thu 9/21/23	Mon 9/25/23	22
25	📁	Lift station wet well / valve vault piping and pumps	10 days	Tue 9/26/23	Mon 10/9/23	24
26	📁	Lift station electrical / controls	7 days	Tue 10/10/23	Wed 10/18/23	25
27	📁	Site work and restoration	5 days	Thu 10/19/23	Wed 10/25/23	26
28	📁	Lift station startup and testing	2 days	Thu 10/26/23	Fri 10/27/23	27
29	📁					
30	📁	<u>FLORIDA MANGO LIFT STATION</u>	85 days	Mon 11/6/23	Fri 3/1/24	
31	📁	WORK SCOPE	85 days	Mon 11/6/23	Fri 3/1/24	
32	📁	Site mobilization	3 days	Mon 11/6/23	Wed 11/8/23	
33	📁	Bypass pumping	30 days	Thu 11/9/23	Wed 12/20/23	32
34	📁	Lift station demolition work	3 days	Thu 11/9/23	Mon 11/13/23	32
35	📁	Lift station wet well / valve vault piping and pumps	10 days	Tue 11/14/23	Mon 11/27/23	34
36	📁	Lift station electrical / controls	10 days	Tue 11/28/23	Mon 12/11/23	35

Project: VOPS FL Mango, Water

Date: Thu 4/27/23

Task Split

Milestone Summary

Project Summary

Inactive Task

Inactive Milestone Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

External Tasks External Milestone

Deadline Progress

Manual Progress

Page 1

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
B&B Underground 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:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven.

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Engenuity Group Inc.
- 3.02 The Owner has retained Engenuity Group 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 180 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.

Liquidated Damages

- B. 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 \$ ~~1,000.00~~ 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.

4.03 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):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	FL Mango Lift Station				\$544,475.00
2	Waterside Lift Station				\$345,500.00
3	Woodhaven Lift Station				\$336,820.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$1,226,795.00

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.

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 13, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 72, inclusive).
 - 5. Supplementary Conditions (pages 1 to 10, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: Lift Station Rehabilitation for Florida Mango, Waterside, and Woodhaven
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages [redacted] to [redacted], inclusive).
- 10. 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**

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

This Agreement will be effective on 7/21/22 (which is the Effective Date of the Contract).

VILLAGE:

CONTRACTOR:

By: [Signature]

By: [Signature]

Title: Mayor

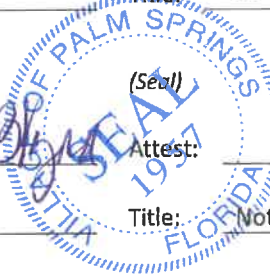
Title: President

Attest: [Signature]

Attest: [Signature]

Title: Village Clerk

Title: Notary Public



Approved
as to
Form: [Signature]

Title: Village Attorney

Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

4050 Westgate Avenue,

Suite 110

/West Palm Beach, Florida 33409

License No.: _____

(where applicable)



Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Utilities

ITEM #3: Utility Billing Payment Platform - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) – PayNearMe, Inc.

SUMMARY: The Utilities Department has a need for a payment system platform that offers a broader solution of payment types to increase customer satisfaction and service excellence. Payment types offered by PayNearMe, LLC beyond our current service offerings include Apple Pay, Google Pay, Venmo, Cash App, Paypal, and cash payments accepted at selected retail stores.

Note: To ensure the best possible payment platform solution that integrates with the Village and offers more alternative payment solutions for the Village, staff recommended PayNearMe, LLC.

If approved, the Village would accept the PayNearMe, LLC contract, including all terms, conditions, and pricing. The term of the proposed Agreement would expire on June 8, 2028, and may be renewed for successive one-year periods in perpetuity. The Village will not expend more than the amount in the approved budget as it may be adopted/amended yearly for these goods and services over the contract term.

The Village's Purchasing Code, Section 58-11, Best interest acquisitions, provides that the Village may acquire or contract for a non-real property, goods, or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings supporting its determination, and such contracts shall be placed on the regular agenda. This provision may not be used to contract goods or services. As amended, such agreements would exceed the limits outlined in F.S. § 287.055 or 255.20.

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

The Village has not previously worked with the proposed vendor but has received reviews from other utilities regarding their excellent service and quality solutions.

FISCAL IMPACT:

Funds to support the proposed purchase within the FY 2023 Budget - Water & Sewer Enterprise Fund, will be available after an internal budget transfer.

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #4: Approve Geographic Information System Software and Services - Term Extension - ESRI

SUMMARY: The ESRI Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement granting our organization access to Esri term license software. As owner and manufacturer, ESRI is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA).

On July 14, 2020, a three-year Enterprise Agreement was approved and expires on July 21, 2023.

Various Village of Palm Springs departments need continuous Geographic Information System (GIS) services, including adding GIS data. To continue with the GIS software products, the staff is requesting the renewal of the Enterprise Agreement that will grant the Village access to GIS software.

If approved, the Village would accept Esri pricing, including all terms and conditions. The term of the proposed agreement would expire on September 30, 2026, and may be renewed after that on a three-year basis under the terms of the current agreement.

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

FISCAL IMPACT:

Funding to support services under this proposed agreement will be available within the FY 2023 - FY 2026 Budget - General Fund. The proposed agreement has a fiscal impact of \$30,000 a year thru September 30, 2026.

ATTACHMENTS:

1. Esri Sole Source Letter - Proposed Agreement - Village of Palm Springs



April 5, 2023

Thomas Cook
Village of Palm Springs
226 Cypress Ln
Palm Springs, FL 33461-1604

Dear Thomas,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier I support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: March 31, 2023

TO: Village of Palm Springs

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.



Jackie Ricks



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-487254

Date: April 5, 2023

Customer# 320246 Contract # ENTERPRISE AGREEMENT

Village of Palm Springs
 Planning, Zoning & Building
 226 Cypress Ln
 Palm Springs, FL 33461-1604

ATTENTION: Thomas Cook
 PHONE: (561) 584-8271
 EMAIL: tcook@vpsfl.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/12/2023 To: 7/3/2023

Material	Qty	Term	Unit Price	Total
168177	1	Year1	\$30,672.00	\$30,672.00
Populations of Oto 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year2	\$30,672.00	\$30,672.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year3	\$30,672.00	\$30,672.00
Populations of Oto 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$92,016.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$92,016.00

Upon acceptance of the offer, the Village of Palm Springs agrees to commit to the three-year term. Esri will invoice the Village of Palm Springs for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
 ♦essie White

Email:
 jwhite@esri.com

Phone:
 (909) 793-2853 x7945

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WHITEJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Gust. Name _____
 Gust.# _____
 PO# _____
 Esri Agreement# _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional .Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Online)
 5 ArcGIS Location Sharing User Type Extension
 (Enterprise)
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4 - Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed: VILLAGE OF PALM SPRINGS

By: _____
Joni Brinkman, Vice-Mayor for
MAYOR BEV SMITH

By: _____
Kimberly M. Wynn, Village Clerk

Approved as to Legal Form

By: _____
Glen Torcivia, Village Attorney

CUSTOMER CONTACT INFORMATION

Contact: _____ Telephone: _____
Address: _____ Fax: _____
City, State, Postal Code: _____ E-mail: _____
Country: _____
Quotation Number (if applicable): _____

1.0-ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A-List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0-ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A-List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0 - TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0-PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A-List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0-MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0-ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0-ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0-ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.O-MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as **"Ownership Change"**). There will be no decrease *in* Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Administration

ITEM #5: Appointment to the Police Officer's Pension Board of Trustees

SUMMARY: There has been a Resident Member vacancy on the Police Officers' Pension Board of Trustees since 2018. Mr. Thomas Gehrman expressed an interest in becoming a Resident Member of the Police Officers' Pension Board of Trustees. If appointed, he will serve an unexpired term ending September 30, 2024.

If approved, the Police Officers' Pension Board of Trustees would have no vacancies.

FISCAL IMPACT:

The proposed appointment does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST



Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Administration

ITEM #6: Resolution No. 2023-26 Amendment to the FY 2023 Fee Schedule

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

FISCAL IMPACT:

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

ATTACHMENTS:

1. Resolution No. 2023-26 Amendment to the Fee Schedule
2. Exhibit A - Amendment to the Schedule of Fees

RESOLUTION NO. 2023-26

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

WHEREAS, pursuant to requests from Village Staff, the Village Council has determined there is a need to amend the Schedule of Fees and to restate the remaining fee schedule for Parks and Recreation, Administration/Village Clerk, Public Safety (Code Enforcement), and Planning, Building & Zoning adopted by Resolution No. 2022-33 on September 8, 2022; and

WHEREAS, the Village Council, from time to time to authorize, amend, or establish, by Resolution, the Schedule of Fees for departments within the Village.

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

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

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

Resolution No. 2023-26 Amend the Fee Schedule

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>
MAYOR, BEV SMITH	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JUNE 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Appendix A				
Schedule of Fees	Resolution No. 2022-33	Proposed Resolution No. 2023-26	Revenue Account	Account Title
Village Clerk/General Government				
Lien Search Fee	\$ 150.00		01003-34140	Certification, Copies, Rec Search
Lien Search Update (unlimited allowed within 30-days of original search)	no charge			Certification, Copies, Rec Search
Lien Search for Multiple Units with more than 10 units per Parcel Control Number	\$ 45.00/ea unit		01003-34140	Certification, Copies, Rec Search
Digital Image / Video on USB Flash Drive		8 GB \$9.00* 16 GB \$11.00* 32 GB \$15.00 64GB \$25.00* 128GB \$30.00* 256GB \$45.00*	01003-34140	Certification, Copies, Rec Search
Copies requested for public record search per Florida Statutes - Letter	\$ 0.15		01003-34140	Certification, Copies, Rec Search
Copies requested for public record search per Florida Statutes - Legal	\$ 0.20		01003-34140	Certification, Copies, Rec Search
Certifications	\$ 1.00		01003-34140	Certification, Copies, Rec Search
Bounced Check Fee - Utilities per F.S. 68.065(3)	min. \$25.00		41003-36990	Other Miscellaneous Rev
Bounced Check Fee- Other per F.S. 68.065(3)	min. \$25.00		01003-36990	Other Miscellaneous Rev
Release of Lien - Administrative Fee	\$ 350.00		01003-35400	Violations of Local Ordinances
Partial Release of Lien - Administrative Fee	\$ 40.00		01003-35400	Violations of Local Ordinances
Library				
Late fines per day all items except videos and DVD's	\$ 0.10		01003-35200	Library Fines
Late fines per day videos and DVD's	\$ 0.50		01003-35200	Library Fines
Printing pages from public access computers - Black - per page including paper	\$ 0.20		01003-34140	Certification, Copies, Rec Search
Printing pages from public access computers - Color - per page including paper	\$ 0.50		01003-34140	Certification, Copies, Rec Search
Damaged Library items are replaced at cost	item cost		01003-36990	Other Miscellaneous Rev
Non-Resident Library Cards (> 6 months)	\$ 40.00		01003-34727	Library Nonresident Fee
Non-Resident Library Cards (12 months)	\$ 75.00		01003-34727	Library Nonresident Fee
Meeting Room (30 banquet/50 theatre) Weekday per hour	\$ 50.00		01003-34759	Room Rentals
Meeting Room (30 banquet/50 theatre) Weekend per hour	\$ 75.00		01003-34759	Room Rentals
Rental Security/Damage Deposit Required (Refunded if facilities are clean and undamaged)	\$ 200.00		01000-22000	Deposits
Room Set-up/break-down Fee	\$ 10.00		01003-34759	Room Rentals
Police				
Copy of Police Report	\$ 0.15		01003-34140	Certification, Copies, Rec Search
Copy of Police Report-two sided	\$ 0.20		01003-34140	Certification, Copies, Rec Search
Copy of Accident/Crash Report	\$ 2.00		01003-34140	Certification, Copies, Rec Search
Digital Image / Video on USB Flash Drive		8 GB \$9.00* 16 GB \$11.00* 32 GB \$15.00 64GB \$25.00* 128GB \$30.00* 256GB \$45.00*	01003-34140	Certification, Copies, Rec Search
Hourly Labor Charge for Records Clerk after first 15 minutes	Hourly Rate of Records Clerk		01003-34140	Certification, Copies, Rec Search
Parking tickets	\$ 25.00		01003-35400	Violations of Local Ordinances
Handicap Parking Tickets	\$ 250.00		01003-35400	Violations of Local Ordinances
Extra Duty Detail (per hour 3-hour min.)	\$ 55.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Supervisor - Details Requiring 4 or more Officers (per hour 3-hour min.)	\$ 60.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs (per hour 3-hour min.)	\$ 65.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs - Supervisor - Details Requiring 4 or more Officers (per hour - 3 hour min.)	\$ 75.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Holiday/Special Event/Night CI (per hour -3 hour min.)	\$ 65.00		01003-34210	PSPD Outside Detail
Extra Duty Detail with less than 24 hour notice (per hour 2-hour min.)	\$ 70.00		01003-34210	PSPD Outside Detail
Extra Duty Detail cancelled w/less than 48 hour notice (2 hour min.)	\$ 110.00 / \$130.00		01003-34210	PSPD Outside Detail
Extra Duty Detail cancelled w/no notice before the start of detail (3-hour min.)	\$ 165.00 / \$195.00		01003-34210	PSPD Outside Detail
Extra Duty Detail scheduled for 4 hours or less and cancelled after the start of detail (2-hour min.)	\$ 110.00 / \$130.00		01003-34210	PSPD Outside Detail
Extra Duty Detail scheduled for over 4 hours & cancelled after the start of detail (4-hour min.)	\$ 220.00 / \$260.00		01003-34210	PSPD Outside Detail
Extra Duty Detail Late Payment Fee - Unpaid Detail Invoice over 60 Days	\$ 250.00		01003-34210	PSPD Outside Detail
Extra Duty Detail Late Payment Fee - Unpaid Invoice Every 30 Days after Initial 60-Day Period	\$ 250.00		01003-34210	PSPD Outside Detail
Non-resident fingerprinting service	\$ 15.00		01003-34211	Fingerprint services
Police Response to Meter Shut-Off	\$ 50.00		01003-36990	Miscellaneous Revenue
Traffic Counts & Analysis	\$ 500.00		01003-34120	Planning, Bldg & Zoning Fee
**All Extra Duty Detail rates are based on a per hour basis for all officers assigned				
Code Enforcement and Nuisance Abatement Administrative Costs and Fees				
Code Enforcement Stipulation Agreement	\$95 + cost recovery of legal fees		01003-35400	Violations of Local Ordinances
Code Enforcement Standard Administrative Fee (minimum fee)	Varies per case		01003-35400	Violations of Local Ordinances

Appendix A				
Schedule of Fees	Resolution No. 2022-33	Proposed Resolution No. 2023-26	Revenue Account	Account Title
Code Enforcement Violations and Fines for Code Citations				
Code Enforcement Abatement Hearing Application Fee/ Special Magistrate (Non-Refundable)	\$ 250.00		01003-35400	Violations of Local Ordinances
Code Enforcement Fine Reduction Application Fee/ Village Manager (Non-Refundable)	\$ 250.00		01003-35400	Violations of Local Ordinances
Code Enforcement Re-Inspection Fee	\$ 30.00		01003-35400	Violations of Local Ordinances
Code Enforcement Inspector (per hour)	\$ 35.00		01003-35400	Violations of Local Ordinances
Code Enforcement Inspector Utilities/Permits (per hour)	\$ 35.00		01003-35400	Violations of Local Ordinances
Code Enforcement Building Inspector (per hour)	\$ 60 or hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Planner Director (per hour)	\$ 70.00		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Planner (per hour)	\$ 35.00		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Permit Tech (per hour)	\$ 25.00		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development GIS Tech (per hour)	hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Administrative Assistant (per hour)	\$ 39.00		01003-35400	Violations of Local Ordinances
Code Enforcement Private Inspector (minimum 3 hours)	hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Professional Consultant (arborist, structural engineer, etc.)	hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Code Enforcement Village Attorney (minimum hearing fee)	\$ 34.00		01003-35400	Violations of Local Ordinances
Code Enforcement Police Officer - Court Costs	\$ 41.00		01003-35400	Violations of Local Ordinances
Code Enforcement Police Corporal - Court Costs	\$ 43.00		01003-35400	Violations of Local Ordinances
Code Enforcement Police Sergeant - Court Costs	\$ 46.00		01003-35400	Violations of Local Ordinances
Inspection Photograph Fee (per photo)	\$ 5.00		01003-35400	Violations of Local Ordinances
Service/Subpoena Fees	actual costs		01003-35400	Violations of Local Ordinances
Postage	actual costs		01003-35400	Violations of Local Ordinances
Code Enforcement Violations and Fines for Code Citations				
Oil and Grease Management Program Violation Fine - 1st offense	\$100.00		01003-35401	Code Citations
Oil and Grease Management Program Violation Fine - 2nd offense	\$200.00		01003-35401	Code Citations
Oil & Grease Management Program Violation Fine - 3rd offense and any subsequent offense	\$400.00		01003-35401	Code Citations
Irrigation Water Restriction Violation Fine - 1st offense	may be a written warning, or \$50.00		01003-35401	Code Citations
Irrigation Water Restriction Violation Fine - 2nd offense	\$ 150.00		01003-35401	Code Citations
Irrigation Water Restriction Violation Fine - 3rd offense and any subsequent offense	\$ 250.00		01003-35401	Code Citations
Overgrown Residential Lot (days to comply - 10)	\$ 25.00		01003-35401	Code Citations
Overgrown Commercial Lot (days to comply - 10)	\$ 125.00		01003-35401	Code Citations
Overgrown Vacant Residential Lot (days to comply - 10)	\$ 75.00		01003-35401	Code Citations
Tree Removal without Permit (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of \$1,500/tree	Varies per case - max. of \$1,500/tree fine, plus replacement or replacement value of tree/vegetation per Sec. 34-224	01003-35401	Code Citations
Improper Tree Pruning (topping, overlifting, lion-tailing and hatracking)(over-pruned palms) (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of \$1,500/tree		01003-35401	Code Citations
Trash, Debris and Vermin (days to comply - 10)	\$ 100.00		01003-35401	Code Citations
Missing or broken fence, wall or gate with swimming pool (days to comply - 5)	\$ 250.00		01003-35401	Code Citations
Missing or broken fence, wall or gate no swimming pool (days to comply - 5)	\$ 25.00		01003-35401	Code Citations
Unsafe or dangerous building or structure (days to comply - 14)	\$ 250.00		01003-35401	Code Citations
Illegal canopy or belvedere (days to comply - 14)	\$ 50.00		01003-35401	Code Citations
Stagnant water - cloudy or opaque water (days to comply - 5)	\$ 250.00		01003-35401	Code Citations
Missing or broken fascia, siding, or paint (days to comply - 30)	\$ 100.00		01003-35401	Code Citations
Prohibited vehicle in residential district (days to comply - 5)	\$ 50.00		01003-35401	Code Citations
Parking in single family district (days to comply - 5)	\$ 50.00		01003-35401	Code Citations
Parking - commercial vehicles (days to comply - 5)	\$ 100.00		01003-35401	Code Citations
Parking over/on a public sidewalk (immediate compliance required) - First Offense	\$ 25.00		01003-35401	Code Citations
Parking over/on a public sidewalk (immediate compliance required) - Second Offense	\$ 50.00		01003-35401	Code Citations
Parking over/on a public sidewalk (immediate compliance required) - Third and Subsequent Offense	\$ 100.00		01003-35401	Code Citations
Maintenance of swale areas (days to comply - 10)	\$ 75.00		01003-35401	Code Citations
Damaged signs (days to comply - 30)	\$ 50.00		01003-35401	Code Citations
Unsafe damaged signs (days to comply - 10)	\$ 100.00		01003-35401	Code Citations
Prohibited Uses - Residential Single Family (days to comply - 5)	\$ 175.00		01003-35401	Code Citations
Failure to obtain building permit (days to comply - 10)	Varies per case		01003-35401	Code Citations
Code Enforcement Violations and Fines for Code Citations (continued)				
Permits for Residential Rental Units (days to comply - 5)	\$ 50.00		01003-35401	Code Citations
Noise ordinance violation (immediate compliance required)	\$ 50.00		01003-35401	Code Citations
Violation of Noise and/or Vibration Ordinance - First Offense	\$ 75.00		01003-35401	Code Citations

Appendix A				
Schedule of Fees		Resolution No. 2022-33	Proposed Resolution No. 2023-26	Revenue Account
Code Enforcement Violations and Fines for Code Citations				Account Title
Violation of Noise and/or Vibration Ordinance - Second Offense	\$	150.00		01003-35401
Violation of Noise and/or Vibration Ordinance	\$	250.00		01003-35401
Hazardous material/waste (days to comply 5 to 30)	\$	250.00		01003-35401
Failure to maintain driveway (days to comply - 30)	\$	25.00		01003-35401
Failure to maintain exterior of property (Sec. 10-8)	\$	100.00		01003-35401
Failure to maintain exterior of structure or improvements (Sec. 10-7)	\$	100.00		01003-35401
Failure to maintain basic occupancy requirements (Sec 10-6) (immediate compliance required)	\$	100.00		01003-35401
Failure to maintan occupancy limitation (Sec. 10-5) (immediate compliance required)	\$	100.00		01003-35401
Failure to utilize franchisee for construction dumpster (Sec. 62-40) (immediate compliance required)	\$	100.00		01003-35401
Overloading commercial dumpster or creating health hazard (Sec 62-42) (immediate compliance required)	\$	50.00 per offense		01003-35401
Failure to remove vegetative waste by professionals (Sec. 62-44) (immediate compliance required)	\$	50.00 per offense		01003-35401
Local Business Tax Receipt required (days to comply - 5)		Up to \$250 / offense per Chapter 205, F.S.		01003-35400
Life Safety violation (usually requiring immediate compliance)		Varies per case		01003-35401
Irreparable or irreversible violation (compliance may vary. Fee is not to exceed)	\$	5,000.00		01003-35400
Repeat Violation (compliance will vary depending on the violation. Fee not to exceed)	\$	500.00		01003-35400
Improper placement of approved bulk trash for collection:				
1st Offense	\$	25.00		01003-35401
2nd Offense	\$	50.00		01003-35401
3rd Offense or repeat offenses	\$	100.00		01003-35401
Parks & Recreation				
Registration (All Village Organized Sports Leagues)	\$	95.00		01003-34722
Non-resident fees (All <i>Village Organized</i> Sports Leagues)	\$	125.00		01003-34722
Recognized Sports Provider Charge 10-20\$		10-20%	Varies	
Adult Sports Individual Fee - Resident	\$	52.00		01003-34722
Adult Sports Individual Fee - Non-Resident	\$	67.60	\$68.00	01003-34721
Adult Sports League Team Fees - All Village Run Programs and/or Leagues (All Village Organized Sports Leagues and/or Programs)		Projected Program Cost + Admin Fee of 10%		01003-34721
Travel Club Membership Dues - Resident	\$	16.00		01003-34740
Travel Club Membership Dues - Non-Resident	\$	24.00		01003-34740
Travel Club Trips - Direct Cost plus Administrative Fee of (10%)		Cost + Fee		01003-34724
Camp Programs - Weekly (resident and non-resident)	\$	160.00	\$ 180.00	01003-34723
Single Day Camp	\$	32.00	\$ 40.00	01003-34723
Summer Camp Registration Fee (include three [3] t-shirts)	\$	25.00	\$ 30.00	01003-34723
Winter & Spring Camps (number of days x fee per day) - Full Sessions Only	\$	30.00	\$ 40.00	01003-34723
Early Registration Discount (First 2 weeks of registration)	\$	(10.00)	DELETE	01003-34723
Summer Camp <i>Multi-Session Discount</i> * (1 session = 2 weeks)			NO discount for 1 session, Multi-Session Discount Only - \$10 off for 2 or more sessions up to \$25 for 4 sessions	01003-34723
*NOTE: This will be a tiered discount plan for pre-paying for <i>multiple sessions at time of registration. There is NO discount for 1 session, \$10 off for 2 sessions or more, to \$25 off for full payment of all 4 sessions.</i>				
Special Event Participation Fee		Up to \$100.00		01003-34725
*NOTE: These participation fees are for vendor space at Village sponsored special events and the amount will vary based on the anticipated amount of attendees to the event <i>as well as purpose for space.</i>				
Back to School Program		\$25.00 + \$20.00		01003-34725
(1st Child is \$25; Additional participating child is \$20)			DELETE	
Parks & Recreation - Rentals				
Village Center Pavilion Rental - Half Day weekday	\$	-	DELETE	01003-34756
Village Center Pavilion Rental - Full Day weekday 12pm-6pm (Resident)	\$	80.00		01003-34756
Village Center Pavilion Rental - Full Day weekday 12pm-6pm (Non-Resident)	\$	150.00		
Village Center Pavilion Rental - Full Day weekend/holiday 12pm-6pm (Resident)	\$	150.00		01003-34756
Village Center Pavilion Rental - Full Day weekend/holiday 12pm-6pm (Non-Resident)	\$	180.00		
Community Room (75 banquet/100 theatre) per hour	\$	-	DELETE	01003-34759
Community Room (75 Banquet/100 theatre) per hour (Resident) 9am-9pm	\$	150.00		01003-34759
Community Room (75 Banquet/100 theatre) per hour (non-Resident) 9am-9pm	\$	200.00		
Community Room for Non-Profit (501c-3 or 501c-6 must be provided) 9am-9pm	\$	75.00		01003-34759
Studio (80 people) Weekday (per hour)	\$	-	DELETE	01003-34759
Studio (80 people) Weekend/holiday (per hour)	\$	-	DELETE	01003-34759
Multi-Purpose Room (50 people) per hour (Resident) 9am-9pm	\$	75.00		01003-34759
Multi-Purpose Room (50 people) per hour (Non-Resident) 9am-9pm	\$	100.00		01003-34759
Multi-Purpose Room (50 people) Non-Profit anytime 9am-9pm	\$	40.00		01003-34759

Appendix A				
Schedule of Fees	Resolution No. 2022-33	Proposed Resolution No. 2023-26	Revenue Account	Account Title
Parks & Recreation				
Classroom (25 people) per hour	\$ -	DELETE	01003-34759	Room Rentals
Classroom (25 people) per hour	\$ -	DELETE	01003-34759	Room Rentals
Classroom (25 people) Non-Profit anytime	\$ -	DELETE	01003-34759	Room Rentals
Class Programs (for instructors)	25% fees collected		01003-34759	Room Rentals
Ballfield Rental [Non-Team Related] - For Residents (per hour) minimum 2 hours 8am-9pm	\$ 25.00 per hour		01003-34754	Ballfield Rentals
Ballfield Rental - For Non-Residents (per hour) minimum 2 hours 8am-9pm	\$ 45.00 per hour		01003-34754	Ballfield Rentals
Ballfield Rental - Lighting (per hour)	\$ 35.00 per hour		01003-34754	Ballfield Rentals
Re-paint Fee if field painting required for use	\$ 50.00 per use		01003-34754	Ballfield Rentals
***Ballfield Rental - Organized & Competitive Programs/Leagues	Actual costs to maintain and provide field usage to be determined by Village Manager and /or Designee.		01003-34754	Ballfield Rentals
LAB (100 people) per hour 9am-9pm	\$ 125.00		01003-34759	Room Rentals
LAB (100 people) Non-Profit 9am-9pm	\$ 75.00		01003-34759	Room Rentals
Sago Park Pavilion Full Day - weekday	\$ -	DELETE	01003-34756	Pavilion/Waterpark Rentals
Sago Park Pavilion Full Day - Resident 12pm-6pm	\$ 100.00		01003-34756	Pavilion/Waterpark Rentals
Sago Park Pavilion Full Day - Non-Resident 12pm-6pm	\$ 200.00		01003-34756	Pavilion/Waterpark Rentals
Sago Park Pavilion Utility Fee	\$ 25.00		01003-34756	Pavilion/Waterpark Rentals
Sago Park Pavilion Half-Day - Weekday	\$ -	DELETE	01003-34756	Pavilion/Waterpark Rentals
Rental Deposit Outdoor Activities(Refunded if facilities are clean and undamaged)	\$ 100.00		01000-22000	Deposits
Rental Deposit Indoor Activities (Refunded if facilities are clean and undamaged)	\$ 200.00		01000-22000	Deposits
Building Attendant - after hours (per hour - 2 hour min.)	\$ 35.00		01003-34759	Room Rentals
Extra Duty Detail for special event w/alcohol (per hour - 2 hour min.)	Refer to PD "Extra Duty Detail"		01003-34210	PSPD Outside Detail
Water Park usage groups of 10 or more per 1.75 hours	\$ 75.00		01003-34756	Pavillion/Waterpark Rentals
Room Set-up/break-down	\$ -	DELETE	01003-34759	Room Rentals
** Extra Duty Detail rates are based on a per hour basis for all officers assigned				
***An Agreement must be approved prior to rental				
Parks & Recreation Department				
Village labor used to clean up and or repair property (\$85 per hour - 3 hr min.)	\$ 255.00		01003-36990	Miscellaneous revenue
Village Equipment used to clean up or repair property (\$150.00/hour/vehicle)	\$ 150.00		01003-36990	Miscellaneous revenue
Vendor hired to clean up or repair property	actual costs			
Rental of equipment needed to clean up or repair property	actual costs			
Planning, Zoning & Building - Permit, Development Application & Special Fees				
Permit Fees				
A permit fee shall be calculated by using the appropriate formula in Exhibit B (Tables 1.1 and 1.2)	\$75 minimum -- see fee calculation in Exhibit B (Deposit of 30% of est. value of construction / demolition)		01003-32200	Building Permits
Plan Review and Permit Processing Fees				
Plan Review	10% of the estimated permit fee or \$100 minimum.; whichever is greater. Third rejection of plans for the same comment shall incur a fee of four (4) times the plan review portion of the permit fee. Florida State Statues SS 553.80(2)(b)		01003-32200-01003-34122	Building Permits Building Plan Review Fees
Minor Revision / post-permit	\$25 plus \$10 per sheet		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Major Revision / pre-permit	\$75 plus \$10 per sheet		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Major Revision / post-permit	\$75 plus \$10 per sheet		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Minor Revision / pre-permit	\$25 plus \$10 per sheet		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Revalidation / No Revisions	30% of original permit fee, but not less than \$75.00		01003-32200	Building Permits
Special or Emergency or-Expedited Plan Review	2 1/2 times original plan review fee (see above) or Cost Recovery plus Administrative Fees (per submittal/revision) if conducted by retained professional, at determination of PZ&B Director		01003-34124 01003-34122 + 01003-36990	Building Plan Review Fee + Misc. Revenue

Appendix A				
Schedule of Fees	Resolution No. 2022-33	Proposed Resolution No. 2023-26	Revenue Account	Account Title
Planning, Zoning, & Building Department				
Refund of Permit Fees	20% of deposit, less plan review and revision fees, prior to permit issuance; 50% of permit fees paid in full, less plan review and revision fees, prior to permit issuance; There will be no refund of fees after construction begins, application expires, or permit expires.		01003-32200	Building Permits
Change of Contractor/Owner (No Plan Review Required)	\$ 50.00		01003-32200	Building Permits
Change of Contractor/Owner (Plan Review Required)	\$50.00 + Revision-cost		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Duplicate Plans	\$10 per sheet , or actual cost incurred if copying outsourced + \$25 administrative fee		01003-34140 + 01003-36990	Certif Copies Record Search + Misc. Revenue
Replacement Permit Card	\$30.00 each + \$20.00 administrative cost		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
Replace of Certificate of Occupancy	\$30.00 each + \$20.00 administrative cost		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
Stocking / Training "Permit"	\$ 200.00		01003-32200	Building Permits
Certificate of Occupancy	Close-Out Package Review Fees: 5 business days = no charge ; Expedited Review = \$150 per CO flat fee or cost recovery based on staff overtime rates at determination of PZB Director		01003-32200	Building Permits
Temporary or Conditional Certificate of Occupancy	Base Fees: Single Family or Duplex = \$200.00 Commercial or Multi-Family = \$500.00 + \$50.00/per condition. Close-Out Package Review Fees: 5 business days = free; Expedited Review = \$150 per TCO flat fee or cost recovery based on staff overtime rates at determination of PZB Director		01003-32200	Building Permits
Extension of Temporary Conditional Certificate or Temporary Certificate of Occupancy	\$ 200.00		01003-32200	Building Permits
Administrative fee on Building Permits	\$ 75.00		01003-32200 01003-36990	Building Permits Misc. Revenue
Type of Inspection				
First Re-inspection	\$ -		01003-34205	Protective Inspection Fee
Second Re-inspection	\$ 100.00		01003-34205	Protective Inspection Fee
Third Re-inspection and subsequent (same type)	\$ 200.00		01003-34205	Protective Inspection Fee
Courtesy Inspection, not related to a permit	\$75.00 or actual costs via cost recovery		01003-34205	Protective Inspection Fee
Miscellaneous or Emergency (same day), or Special Inspection	\$100 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays		01003-34205	Protective Inspection Fee
Building Official Inspection/Services	\$150 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays		01003-34205	Protective Inspection Fee
Expedited or Special Assignment Inspections	Actual costs via cost recovery plus administrative fee of \$25/ inspection day		01003-34205 + 01003-36990	Protective Inspection Fee + Misc. Revenue
Review of Private Provider Reports/Certifications (for plans review, testing, inspections, etc.)	\$75 or actual costs via cost recovery plus administrative fee (per submittal)		01003-34205 + 01003-36990	Protective Inspection Fee + Misc. Revenue
Fees for Fire Inspections, including annual inspections by Fire Marshall are set by Palm Beach County Fire Rescue. In the event that the Village conducts the inspections, the following are applicable:				
First Re-inspection (Fire Inspector)	\$ -		01003-34205	Protective Inspection Fee
Second Re-inspection (same type)	\$ 100.00		01003-34205	Protective Inspection Fee
Third Re-inspection and subsequent (same type)	\$ 200.00		01003-34205	Protective Inspection Fee
Appeal of Building Officials Determination	\$ 350.00		01003-34120	Planning Building & Zoning Fee
Cost Recovery: Actual costs of professional services, per Village contractual agreements, including building plans review, building inspections, Building Official services, structural engineer, civil engineer, etc.	Actual costs via cost recovery plus administrative fee		99003-36993 + 01003-36990	Suspense, further credit to actual expenditure + Misc. Revenue
Special Fees				
Minor Permit - Residential Fence (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees

Appendix A				
Schedule of Fees	Resolution No. 2022-33	Proposed Resolution No. 2023-26	Revenue Account	Account Title
Planning, Zoning, & Building				
Minor Permit - Residential Water Heater Replacement (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Minor Permit - Residential A/C Change-Out (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Permit - Pod or Dumpster	\$ 60.00		01003-32200	Building Permits
Garage Sales Permit	\$ 1.00		01003-32900	Garage Sale Permits
Commercial Outdoor Sales Permit (except tax exempt organizations)	\$ 50.00		01003-32900	Garage Sale Permits
Special Event Permit (except tax exempt organizations)	\$50, plus \$80/inspection, if required		01003-32900 + 01003-34205	Garage Sale Permits + Protective Inspection Fee
Appeal of Denial of Special Event Permit	\$ 50.00		01003-32900	Garage Sale Permits
Antenna	Same as miscellaneous improvements -Table 1.1		01003-32200	Building Permits
Tree Removal Permit (multi-family and commercial) per tree	\$ 50.00		01003-34120	Planning, Zoning & Building Fee
Foreclosure / Vacant and Unimproved Property Registration	\$ 200.00	\$200.00	01003-34120	Planning, Zoning & Building Fee
Change of Address	\$ 50.00		01003-34120	Planning, Zoning & Building Fee
Professional Fees (actual cost plus \$75 administrative fee)	Actual Cost + Admin Fee (per application submittal, revision, invoice)		01003-34120 + 01003-36990	Planning, Zoning & Building Fee + Misc. Revenue
Administrative fee for cost recovery	\$ 75.00		01003-36990	Misc. Revenue
Zoning Confirmation Letter	\$50 + \$25/hour Admin Fee for research over 1 hour		01003-34120 + 01003-36990	Planning, Zoning & Building Fee + Misc. Revenue
Zoning / Landscape Compliance Inspection (per visit)	\$ 50.00		01003-34120	Planning, Zoning & Building Fee
Public Notice Signs (per sign)	\$ 10.00		01003-34120	Planning, Zoning & Building Fee
Right-of-Ways Fees				
On-Site Drainage Review for commercial site drainage	Actual Cost + Admin Cost + Eng. (Escrow)		01003-32200 + 01003-	Building Permits + Misc. Revenue
Per dwelling unit for residential site drainage	Actual Cost + Admin Cost + Eng. (Escrow)		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
Right-of-Way Construction and Landscaping Review	Actual Cost + Admin Cost + Eng. (Escrow)		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
R/W Permit Inspection Fee	\$80/inspection + Eng Escrow, if applicable			
Installation of gravity sanitary & storm sewer including appurtenant manholes or catch basins:			01003-32200	Building Permits
(a) First 200 lineal feet or less	\$ 40.00		01003-32200	Building Permits
(b) Next 400 lineal feet or fraction thereof	\$ 35.00		01003-32200	Building Permits
(c) Each additional 500 lineal feet or fraction thereof	\$ 25.00		01003-32200	Building Permits
Installation of all other underground facilities, including but not limited to, sanitary force main, water, gas, liquid or semi-liquid pipe lines, including appurtenant manholes or catch basins, cable television and underground electric:			01003-32200	Building Permits
(a) First 200 lineal feet or less	\$ 40.00		01003-32200	Building Permits
(b) Next 300 lineal feet or fraction thereof	\$ 20.00		01003-32200	Building Permits
(c) Each additional 500 lineal feet or fraction thereof	\$ 15.00		01003-32200	Building Permits
Construction or installation of individual of individual catch basins, manholes or junction boxes not erected in connection with an installation governed by 1 or 2 above	\$50.00 each		01003-32200	Building Permits
All underground crossings of paved roads of widths of up to 25 feet of paving (open cut)			01003-32200	Building Permits
(a) For pipes sizes 18" or less in diameter, per cut	\$ 100.00		01003-32200	Building Permits
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	\$ 50.00		01003-32200	Building Permits
(c) For pipes sizes greater than 48" diameter, per cut	\$ 200.00		01003-32200	Building Permits
All underground crossings of paved roads over 25 feet of paving width (open cut)			01003-32200	Building Permits
(a) For pipes sizes 18" or less in diameter, per cut	\$ 200.00		01003-32200	Building Permits
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	\$ 300.00		01003-32200	Building Permits
(c) For pipes sizes greater than 48" diameter, per cut	\$ 400.00		01003-32200	Building Permits
All underground jack and bore crossings of paved Village roadways based on width of paving including median:			01003-32200	Building Permits
(a) For pipe sizes 18" or less in diameter, per foot	\$ 2.00		01003-32200	Building Permits
(b) For pipe sizes over 18" up to and including 48" diameter, per foot	\$ 4.00		01003-32200	Building Permits
(c) For pipe sizes greater than 48" diameter, per foot	\$ 6.00		01003-32200	Building Permits
Installation of a pole line for overhead facilities			01003-32200	Building Permits
(a) First 200 lineal feet of less	\$ 85.00		01003-32200	Building Permits
(b) Next 300 lineal feet or fraction thereof	\$ 50.00		01003-32200	Building Permits
(c) Each additional 500 lineal feet or fraction thereof	\$ 35.00		01003-32200	Building Permits
Turnouts			01003-32200	Building Permits
(a) Commercial turnout connection	\$ 250.00		01003-32200	Building Permits
(b) Residential turnout	\$ 50.00		01003-32200	Building Permits
(c) Where culverts are used in conjunction with turnout	\$2.00 /per foot		01003-32200	Building Permits
Street Connections			01003-32200	Building Permits

Appendix A				
Schedule of Fees	Resolution No. 2022-33	Proposed Resolution No. 2023-26	Revenue Account	Account Title
Planning, Zoning, & Building Department				
(a) Paved street connection for tying into existing and/or new Village roads	\$250.00/each		01003-32200	Building Permits
(b) Where culverts are used in conjunction with street connections	\$2.00 /per foot		01003-32200	Building Permits
All construction within or upon Village maintained rights-of-way including but not limited to turn lanes, new and expansion or existing roads and landscaping	3% of cost		01003-32200	Building Permits
Planning, Zoning and Misc Development Applications				
(1) Reserved				
(2) Subdivisions				
C. Preliminary Plat	\$1,500.00 + Professional Fees		01003-34120	Planning Building & Zoning Fee
D. Final Plat	\$1,500.00 + Professional Fees		01003-34120	Planning Building & Zoning Fee
(3) Land Use				
All filling fees are in addition to professional fees as indicated in Cost Recovery herein.				
(a) Site Plan / Landscape Plan / Building Design; Major/Planned Development	\$ 2,500.00		01003-34120	Planning Building & Zoning Fee
1. Site Plan/Landscape Plan/Building Design; Minor	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
2. Existing Tenant Space/Building with Minor Special Exception	\$ 600.00		01003-34120	Planning Building & Zoning Fee
3. Administrative Approval/ Amendment (site plan, landscape plan, building design)	\$ 600.00		01003-34120	Planning Building & Zoning Fee
(b) Variance (District Standard); Multi-Family & Commercial (up to 2 variances)	\$1,000.00 + \$250.00 for additional concurrent variances		01003-34120	Planning Building & Zoning Fee
1. Variance (District Standard); Single Family	\$ 300.00		01003-34120	Planning Building & Zoning Fee
2. Administrative Variance; Multi-Family & Commercial	\$ 500.00		01003-34120	Planning Building & Zoning Fee
3. Administrative Variance; Single Family	\$ 300.00		01003-34120	Planning Building & Zoning Fee
4. Variance; Hours of Operation	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
5. Variance; Sign	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(c) Special Exception Use (public hearing required)	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(d) Temporary Use License Agreement / Permit Application	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(e) Abandonment (easement and/or right-of-way)	\$ 1,500.00		01003-34120	Planning Building & Zoning Fee
(f) Rezoning (except with annexation)	\$ 750.00		01003-34120	Planning Building & Zoning Fee
(g) Comprehensive Plan / LDR Amendment			01003-34120	Planning Building & Zoning Fee
Future Land Use Map Amendment (FLUM)	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
Comprehensive Plan Amendment (text)	\$ 3,000.00		01003-34120	Planning Building & Zoning Fee
LDR/Zoning Change (text)	\$ 1,500.00		01003-34120	Planning Building & Zoning Fee
(h) Deed Restriction / Unity of Title / Misc. Legal Instruments	\$50.00 + actual costs of professional fees		01003-34120	Planning Building & Zoning Fee
(i) LDB Order Amendment (conditions of approval)	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(j) Major Development Order Amendment (conditions of approval)	\$ 2,500.00		01003-34120	Planning Building & Zoning Fee
(k) Appeal of Planning, Zoning & Building Director interpretation / opinion/administrative decision	\$ 350.00		01003-34120	Planning Building & Zoning Fee
(l) Engineering Escrow Deposit / Cost Recovery Deposit	Varies by project \$2,500 minimum		01000-22003	Escrow Deposit
(m) Master Sign Plan	\$ 500.00		01003-34120	Planning Building & Zoning Fee
(n) Site Plan Amendment (Minor/Major/PD) (public hearing required)	\$ 1,500.00		01003-34120	Planning Building & Zoning Fee
(o) Local Business Tax	Per Chapter 70, Article IV		01003-32100	Occupational Business Tax
(p) Business Permit (county license)	\$ 52.50		01003-32111	Business Permit
(g) Rental Business Permit Fee	\$52.50/ Dwelling units		01003-32111	Business Permit
Cost Recovery: Applicant is responsible for the cost recovery of administrative, engineering, special inspector, legal review and/or any other professional services required in conjunction with any application, including public notice costs such as advertising costs, postage etc. An escrow deposit is required.	Actual Costs of professional services plus \$75 Administrative Fee		01000-22003 +01003-36990	Escrow Deposit + Misc. Revenue
(5) Utility/ Civil Plan	\$1200 + engineering cost recovery		01003-34121	Plan Review Fee Utility Plan Review
(6) Land Alteration	0-1 acres = \$100 1+ acres = \$250 + engineering cost recovery		01003-34120	Planning Building & Zoning Fee

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, in the United States, more than 1 million people are living with HIV, and every 15 minutes a new HIV transmission occurs resulting in more than 34,000 annual new HIV diagnoses; and

WHEREAS, in Florida more than 117,400 people are living with HIV, and an estimated 10 new transmissions occur daily, and 1-in-7 persons with HIV don't know that they have it; and

WHEREAS, in Palm Beach County more than 8,200 people, or 1-in-180 residents, are living with HIV; and

WHEREAS, significant new and highly advanced treatments deliver hope and enhance the quality of life for those who are affected, these considerable advancements can only help individuals if they know their HIV status and are linked into lifesaving medical care; and

WHEREAS, each year on June 27th, we observe National HIV Testing Day to raise awareness about the importance of HIV testing and early diagnosis of HIV and linkage to medical care, and to inspire the nation to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths; and

WHEREAS, the 95-95-95 ambitious global plan to help end the AIDS epidemic has set its targets for 2030, that 95% of all persons with HIV will know their HIV status, 95% of all people with diagnosed HIV will receive sustained ART, and 95% of all people receiving ART will have viral suppression; and

WHEREAS, this year marks the 28th annual observance of National HIV Testing Day on June 27, and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to provide HIV testing throughout Palm Beach County during the week surrounding National HIV Testing Day, June 25, 2023 – July 1, 2023; and.

NOW, THEREFORE, I, BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, Florida, on behalf of the Council, do hereby proclaim June 27, 2023, as:

NATIONAL HIV TESTING DAY

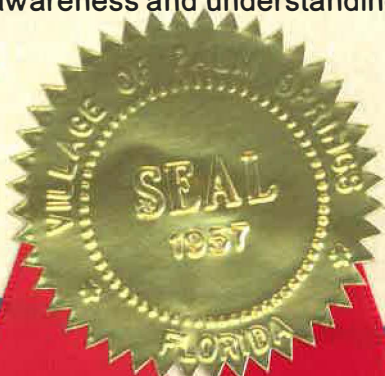
and urge all residents of the city of Palm Springs to take the HIV test to know your status and to take part in other activities and observances designed to increase awareness and understanding of HIV.

In witness whereof I have herunto set my hand

and caused the seal of this city to be affixed

Mayor Bev Smith

Date June 8, 2023





Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Public Works

ITEM #8: Proposed Garbage Non-ad Valorem Rates for FY2024 - Effective October 1, 2023

SUMMARY: In 2008, the Village adopted Resolution No. 2008-61 to establish Non-Ad Valorem (NAV) rates for garbage based on the cost of collection and disposal at that time. As a result of an increase in the cost of living, the Village's prices continued to increase each year. Waste Pro's contract recently included a 9% increase as of April 2023.

A total cost of \$1,656,130 is projected at the current rate. The projected prices include a 9% contract increase effective April 1, 2023. This contract expires April 1, 2024. To account for the potential increase in the Village's contract with the contractor hauler, this needs to be taken into account.

The staff request a 12% increase in the NAV to generate enough revenue to cover costs through FY 2024. This translates into the following annual rate:

	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>
Single Home	\$201.00	\$225.00
Multi-Family	\$125.50	\$140.00
MHP	\$125.50	\$140.00

<u>Collection Ratio</u>	<u>Without Direct Billing from the Utility Billing Department</u>	<u>*With Direct Billing from the Utility Billing Department</u>
96%	\$1,605,250	\$1,728,007
100%	<u>\$1,672,135</u>	<u>\$1,800,007</u>

***Note:** Add the amount collected from the direct billing of customers on Palm Beach County Property Appraiser that are categorized as multi-family (MF), but collected as a single-family (SF) home by the Utility Billing Department.

FISCAL IMPACT:

An analysis of the revenue needed and the rates required to cover costs at 100% collection is specified. The proposed increase is 12%.

ATTACHMENTS:

1. Garbage Rates of Other Municipalities

	<i>Proposed or Current SF Rate</i>	<i>Previous SF Rate</i>	<i>Proposed or Current MF per unit</i>	<i>Previous MF per unit</i>	<i>Hauler</i>	<i>Collection Method</i>
Village of Palm Springs	\$ 225.00	\$ 201.00	\$ 140.00	\$ 125.40	WP	NAV
City of Greenacres	\$ 141.24	\$ 172.60	\$ 94.32	\$ 115.20	WM	NAV
Lake Clarke Shores	\$ 206.24	\$ 200.64	\$ 206.62	\$ 141.12	WM	NAV
City of West Palm Beach	\$ 211.20	\$ 211.20	\$ 211.20	\$ 211.20	In-house	Direct
City of Boynton Beach	\$ 216.00	\$ 216.00	\$ 177.00	\$ 177.00	In-house	Direct
City of Lake Worth Beach	\$ 245.15	\$ 245.14	\$ 245.15	\$ 245.14	In-house	NAV
City of Delray Beach	\$ 221.88	\$ 134.16	\$ 166.80	\$ 134.16	In-house	Direct



Village of Palm Springs

Staff Report

AGENDA DATE: June 8, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #9: Resolution No. 2023-28 - Residential Planned Development Site Plan (SPR23-03) with three (3) Waivers - Village of Valor - 2nd Avenue North

SUMMARY: Place Planning, agent for Village of Valor LTD (“Applicant”), is requesting a Residential Planned Development (RPD) Site Plan (SPR23-03) with three waivers, for the construction of two (2) buildings with four (4) stories for a total of fifty-four (54) units, within 5.47 gross acres parcel, located in a vacant lot on 2nd Avenue North Parcel No. 70-43-44-20-01-098-0020.

The buildings will provide fifty-four (54) units of affordable housing for low-income military veterans and their families, many of whom were either previously homeless or at risk of being homeless. This will aid in their housing stability and, through Stand Down, will provide a wide range of counseling services customized to each resident. Services available to residents include therapy and counseling, childcare (off-site), financial assistance, paid job training and placement, and transportation for those who cannot drive or have no vehicles. The proposed facility will consist of two (2) buildings containing 54 multi-family units, support services, common areas, space for bicycle parking, a pool, and a recreational facility on a 5.47-acre parcel.

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 & Zoning Board. The P&Z Board recommended approval at its May 9, 2023 meeting. All requests for waivers shall be identified on the site plan and accompany an application for site plan approval of planned development.

The applicant is requesting three (3) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-1064 to allow an increase of 12’5” in building height from the permitted 35’ to allow 47’5” for the proposed buildings.
2. Relief from Sec. 34-1329 (b) to allow a reduction in the required parking spaces from 169 to 117 spaces.
3. Relief from Sec. 34-766 (1) to allow a minimum lot area of 5.47 acres (238,273 sf) instead of the 11.46 acres (499,500 sf) minimum requirement for fifty-four (54) units.

Note: Based on the property standards within the Residential Multi-Family (RM) zoning district (specifically the minimum lot area requirements) outlined in Village Code section 34-766(1), this proposed 5.47 gross acre parcel could only support a maximum of 26 dwelling units rather than the proposed fifty-four (54) by the developer. The applicant is seeking one (1) waiver in order to obtain approval; therefore, the ability to maximize density on the property with fifty-four (54) units.

The Planning, Zoning, and Building Staff does not object to the Residential Planned Development Site Plan with three(3) waivers and recommends conditional approval of the proposed development subject to 32 conditions.

FISCAL IMPACT:

The proposed project is expected to increase the Village's assessed property valuation.

ATTACHMENTS:

1. Resolution No. 2023-28 Site Plan Development (SPR23-03) and Three (3) Waivers - Village of Valor - 2nd Avenue N
2. Exhibit A Staff Report Item
3. Applicant Justification Statement
4. Site Plan, Landscape Plans, Architectural Plans, Civil Plans and Letters
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-28

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY PLACE PLANNING, AGENT FOR VILLAGE OF VALOR LTD (“APPLICANT”), FOR A RESIDENTIAL PLANNED DEVELOPMENT (RPD) SITE PLAN (SPR23-03), FOR THE CONSTRUCTION OF TWO (2) BUILDINGS WITH FOUR (4) STORIES FOR A TOTAL OF FIFTY-FOUR (54) UNITS, WITHIN 5.47 GROSS ACRES PARCEL. THE APPLICANT ALSO REQUESTS THE APPROVAL OF THREE (3) WAIVERS, FOR BUILDING HEIGHT, REDUCTION OF PARKING SPACES AND MINIMUM LOT AREA. THE CURRENT PROPERTY IS LOCATED IN A VACANT LOT ON 2ND AVENUE NORTH PARCEL 370-43-44-20-01-098-0020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Place Planning, agent for Village of Valor LTD (“Applicant”), is requesting approval of the Residential Planned Development (RPD) Site Plan (SPR23-03) for the construction of two (2) buildings with four (4) stories for a total of fifty-four (54) units, within 5.47 gross acres parcel, located in a vacant lot on 2nd Avenue North Parcel No. 70-43-44-20-01-098-0020; and

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

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

WHEREAS, additionally, the applicant is requesting three (3) waivers:

1. Relief from Sec. 34-1064 to allow an increase of 12’5” in building height from the permitted 35’ to allow 47’5” for the proposed buildings.
2. Relief from Sec. 34-1329 (b) to allow a reduction in the required parking spaces from 169 to 117 spaces.
3. Relief from Sec. 34-766 (1) to allow a minimum lot area of 5.47 acres (238,273 sf) instead of the 11.46 acres (499,500 sf) minimum requirement for 54 units.

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 Place Planning, agent for Village of Valor LTD (“Applicant”), is requesting approval of the Residential Planned Development (RPD) Site Plan (SPR23-03) and request for three (3) waivers.

Note: The Planning & Zoning Board considered these requests during their May 9, 2023 meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the waivers has been shown and they have been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-1063(c).

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.

OR

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the waivers has NOT been shown and they have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-1063(c) for the following reason(s):

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

Resolution No. 2023-28 – Residential Planned Development Site Plan (SPR23-03) with three (3) Waivers – Village of Valor – 2nd Avenue North

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 8th day of June 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Village of Valor Residential Planned Development Site Plan

Application Summary			
Applicant / Petitioner	Village of Valor LTD	Submittal Date	October 24, 2022
Reference Name	Village of Valor	Case Number	SPR23-03
		Parcel Control No	70-43-44-20-01-098-0020
Location	Vacant lot on 2 nd Avenue North	Site Area	4.67 net acres (5.47 gross acreage)
P&Z Bd Meeting	May 9, 2023	Council Meeting	June 8, 2023
Requests			
Proposed Use(s)	Residential Planned Development Site Plan (SPR23-03) with three waivers, for a construction of two (2) 4 stories building with a total of fifty-four (54) units, within 5.47 gross acres parcel.		
Number of Buildings	2 Buildings 4 Stories		
Waivers	1. The applicant is requesting a waiver relief from Sec. 34-1064 to allow an increase of 12’5” in building height from the permitted 35’ to allow 47’5” for the proposed buildings. 2. The applicant is requesting a waiver relief from Sec. 34-1329 (b) to allow a reduction in the required parking spaces from 169 required to 117 spaces. 3. The applicant is requesting a waiver relief from Sec. 34-766 (1) to allow a minimum lot area of 5.47 acres (238,273 sf) instead of the 11.46 acres (499,500 sf) minimum requirement for 54 units.		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of 169 parking needed. 2.5/ DU + 25% for guest	117 Parking spaces	No* (requesting a waiver)
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (South)	25’	198.7 feet	Yes
Rear yard (North)	20’	85.5 feet	Yes
Side yard (East & West)	20’	Southwest 86.4 feet, Northwest 96.8 feet, Southeast 84.2 feet, Northeast 171.7 feet	Yes
Site Characteristics			
Existing Use	Vacant lot	Proposed Use	Residential Multiple Family
Existing Zoning	Multiple-Family Residential, RM	Proposed Zoning	Residential Multiple-Family (RM)
Existing Future Land Use	Medium Density	Proposed Future Land Use	Medium Density Residential
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential	Unknown Unincorporated PBC	Unknown Unincorporated PBC
South	Self-Storage facility & vacant lot	High Density Residential & Commercial	Residential Multi-Family (RM) & Commercial General (CG)

East	Vacant lot	Unknown Unincorporated PBC	Unknown Unincorporated PBC
West	Residential	Unknown Unincorporated PBC	Unknown Unincorporated PBC
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the new residential planned development site plan, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan, compatibility with surrounding uses and generally consistent with the CRA Lake Worth Road District objectives.			
The Planning & Zoning Board considered the application and recommended approval – motion carried 4-1			



I. Site History

- Ordinance 2014-29: Annexation

In December 2014 the property was voluntarily annexed into the Village of Palm Springs and designated with the Land Development as Residential Multiple-Family zoning district and Future Land Use Medium Density.

- Resolution 2015-14: Site Plan

On March 12, 2015, the Village Council approved a Site Plan (SPR15-04) for construction of a residential planned development consisting of 48 multi-family rental units to serve Veterans that need assistance assimilating back into mainstream society.

- Construction Board of Adjustment and Appeals considered the request to reduce the finished floor elevation from 15' to 13.6' at its February 17, 2015 meeting, and conditionally approved the Variance PSV15-06 with four (4) conditions:
 1. During formal civil plan review, the applicant shall submit calculations that support the proposed finished floor elevation will be well above the 100 year, 3 day flood routed elevation.

2. A perimeter berm shall be provided as required by the VPS Engineer after civil plan review and final drainage calculations.
 3. Prior to land alteration or issuance of a building permit, the applicant shall submit copies of SFWMD and LWDD permits that support the reduced finished floor elevation.
 4. Property owner shall execute a Hold Harmless & Indemnification Agreement acceptable to the Village Attorney pertaining to the reduced floor elevation.
- LDB Order: Site Plan Amendment to revise the common amenities previously approved.

On March 8, 2016, the Land Development Board approved a development order supporting the elimination of the clubhouse and the pool previously approved and in place of these amenities a splash pad, playground area and a play lawn was approved as part of the amended site plan.

II. Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Multiple-Family and Medium Density Residential, respectively. The gross acreage of the property allows up to 54 dwelling units at the maximum intensity of the land use category (10 dwelling units per acre).
- The proposed residential project fulfills Village effort to maximize the use of properties.

III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: Height:

The maximum allowable building height for residential planned development is three stories or 35 feet; whichever is higher. The applicant is requesting a waiver relief from Sec. 34-1064 to allow the max building height from 35' to 47'5". The applicant is requesting an increase of 12'5" in building height for the apartment building.

Waiver #2: Parking:

The Village Code requires a total of 2.5 parking spaces per unit plus 25% of the total required parking for guests. The applicant is requesting a waiver relief from Sec. 34-1329(b) to allow a reduction on the required 169 parking spaces to 117 spaces.

Waiver #3: Lot Size:

The applicant is requesting a waiver relief from Sec. 34-766 (1); to allow a minimum lot area of 5.47 acres instead of the 11.46 acres minimum requirement for 54 units. The applicant is requesting an overall density of 9.9 units per gross acre and a total of 54 units, which is allowed at the maximum intensity of the Medium Density Land Use.

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

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

Waiver 1: Building Height: The proposed waiver to allow an additional story and approximately 12'5" of height, would enable building setbacks of over 80' from the property lines where only 20' is required, and enabling the inclusion of 57% open space where only 35% is required, and as such approval of this waiver would not be

injurious to the area involved or to the public health, safety, and welfare of the City's citizens.

Waiver 2: Number of Parking Spaces: The proposed waiver to allow less than the required spaces in the Village of Palm Springs code reflects the actual project parking demand, where the Village Code attempts to address worse-case scenario for extended family units which are common in many parts of this community.

However, the residents at the Village of Valor will not reflect that extended family condition, and furthermore because the residents will be low-income many will not have personal vehicles and will rely on public transportation. As such approval of this waiver will not be injurious to the area or detrimental to public health, safety, and welfare as it is consistent with the purpose of the Village off-street parking code Section 34-1326 which states that "It is the intent of this division that all uses permitted or allowed as special exceptions instituted after the effective date of the ordinance from which this division is derived shall be provided with adequate off-street parking facilities for the use of occupants, patrons, visitors and employees, and such uses shall be subject to the minimum requirements and regulations established in this division."

Waiver 3: Lot size: This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the Medium Density Residential future land use designation. In requesting this waiver, the Village of Valor also proposes to consolidate units within 2 buildings thus enabling an increase in the building setbacks and provision of recreation and open spaces.

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

Waiver 1: Building Height: The approval of this waiver will allow for an excess of open space, far exceeding the 35% minimum required for multi-family zoned developments, so that there is 53.7% of open space on the property once developed. Additionally, the minimum setback required for a dwelling housing multiple families in an RM zoned district is 20 feet on the interior side and rear, and 25 feet on the corner side and front. The proposed development has a minimum setback, 84.3 feet on one side, all others are greater than this with the greatest being a setback of 170.8 feet.

Waiver 2: Number of Parking Spaces: The approval of this waiver will allow for an excess of open space, far exceeding the 35% minimum required for multi-family zoned developments, so that there is 53.7% of open space on the property once developed. Additionally, the minimum setback required for a dwelling housing multiple families in an RM zoned district is 20 feet on the interior side and rear, and 25 feet on the corner side and front. The proposed development has a minimum setback, 84.3 feet on one side, all others are greater than this with the greatest being a setback of 170.8 feet.

Waiver 3: Lot size: The approval of this waiver will allow for an excess of open space, far exceeding the 35% minimum required for multi-family zoned developments, so that there is 53.7% of open space on the property once developed. Additionally, the minimum setback required for a multiple family dwelling in an RM zoned district is 20 feet on the interior side and rear, and 25 feet on the corner side and front. The proposed development has a minimum setback, 84.3 feet on one side, all others are greater than this with the greatest being a setback of 170.8 feet.

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

Waiver 1: Building Height: this is an infill site in an existing urban area that has no valuable natural resources however through the granting of this waiver, the increase in open space to 53.% also allows for a 0.83 ac pond on the eastern side of the property, increasing the amount of natural areas, landscape areas and open spaces.

Waiver 2: Number of Parking Spaces: this is an infill site in an existing urban area that has no valuable natural resources however through the granting of this waiver, the increase in open space to 53.% also allows for a 0.83 ac pond on the eastern side of the property, increasing the amount of natural areas, landscape areas and open spaces.

Waiver 3: Lot size: this is an infill site in an existing urban area that has no valuable natural resources however through the granting of this waiver, the increase in open space to 53.% also allows for a 0.83 ac pond on the eastern side of the property, increasing the amount of natural areas, landscape areas and open spaces.

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

Waiver 1: Building Height: With the increased building height, a large pond at 0.83ac can be added to the facility, offering tranquility and increased wildlife with the preservation of open areas.

Waiver 2: Number of Parking Spaces: With the decreased number of parking spaces, we are allowing for greater recreational area as well as increased utilization of the provided public transit opportunities. As such, the decrease in parking spaces has increased public benefit through preservation of open areas.

Waiver 3: Lot size: The reduction of lot size per dwelling unit required by Section 34-766(1) would allow for a greater number of dwelling units, allowing for a greater number of individuals and families which could be helped by the Village of Valor, demonstrating a great benefit to the community through greater utilization of the proposed program.

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

Waiver 1: Building Height: As the increase in building height allows for greater setbacks to be present in the site plan and construction of the build, this allows for additional screening of the facility, composed of additional plant life and water features. Only adding to the beauty and secluded feel of the area, though the facility will be directly adjacent to other single-family residences.

Waiver 2: Number of Parking Spaces: With the decreased number of parking spaces to reflect actual demand, the project allows for greater recreational area and includes the required landscape buffer areas adjacent to the neighboring residential uses.

Waiver 3: Lot size: The reduction of lot size per dwelling unit required by Section 34-766(1) will have no impact on the screening and buffering to screen adjacent properties as they are to be included within the proposed two (2) residential buildings on the property, which with the increased setback allowances an approval of waiver 1, regarding building height, would allow the screening and buffering would be greater than required.

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

Waiver 1: Building Height: The purpose behind the request for additional building height is to consolidate units into 2 buildings, increase open space on the property for increased recreational activity, which enable Stand Down to better serve the residents, provide a better design that enhances the quality of life for those residents.

Waiver 2: Number of Parking Spaces: The purpose behind the request for a decrease in parking spaces is due to the composition of residents in the Village of Valor and to reflect actual demand that is not accommodated

in the Village code.

Waiver 3: Lot size: The reduction of lot size per dwelling unit required by Section 34-766(1) to allow for greater number of dwelling units is to increase the number of families and individuals and provide better service to area veterans.

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

Waiver 1: Building Height: The request to waive building height and allow for a total building height of 47'5" is consistent with other nearby multifamily developments. Consolidation of units within 2 buildings and allowance for building height waiver enables increased setbacks to adjacent single-family uses and increases compatibility.

Waiver 2: Number of Parking Spaces: Nearby multifamily projects are located in unincorporated Palm Beach County or in the City of Lake Worth Beach. Palm Beach County land development code requires parking for multifamily projects at a ratio of 1.75 spaces per unit plus 1 guest space for every 4 units. For this project, the county code would require 109 parking spaces.

This City of Lake Worth Beach land development code requires 1.5 parking spaces for 1-Bedroom units and 1.75 parking spaces for 2-Bedroom units. For this project, the city code would require approximately 90 parking spaces. Consequently, this request for waiver to parking requirements is consistent with other nearby projects developed in Palm Beach County or City of Lake Worth Beach.

Waiver 3: Lot size: Nearby multifamily projects are located in unincorporated Palm Beach County or in the City of Lake Worth Beach. Palm Beach County land development. The Palm Beach County Future Land Use map identifies the nearby multifamily properties as HR-12 with a maximum density of 12 unit per acre.

The City of Lake Worth Beach designates the nearby areas as Mixed-Use West with a maximum allowable density of 30 units per acre. Consequently, the request for additional density on the subject site is consistent with existing and potential uses.

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

Waiver 1: Building Height: The requested waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase the amount of common amenity area in square footage throughout the property. This would be done by decreasing the footprint of land on which dwelling units are placed, allowing for greater open space, which is proposed to be used for additional parking and common amenity areas.

Waiver 2: Number of Parking Spaces: The requested waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase the amount of common amenity area in square footage throughout the property. This would be done by decreasing the footprint of land on which dwelling units are placed, allowing for greater open space, which is proposed to be used for additional parking and common amenity areas.

Waiver 3: Lot size: The reduction of lot size per dwelling unit required by Section 34-766(1) has no impact on the minimum common amenity area as the proposed increase in units will be enclosed in two buildings should waiver 1 for building height be approved.

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

Waiver 1: Building Height: This waiver is to request an increase in the maximum allowable height for the proposed residential dwellings from 35 ft, or three (3) floors, to 47'5" and four (4) floors. The required setbacks for an RM zoning district are far less than what we are proposing (see table below). The minimum 108.5 percent increase in setbacks with the increased building height will allow for no adverse impacts to the adjacent properties.

Required minimum		Proposed minimum
Front (street)	25 ft	199.1 ft
Side (interior)	20 ft	85.8 ft
Side (corner)	25 ft	84.3 ft
Rear	20 ft	85.5 ft

Waiver 2: Number of Parking Spaces: This request is not involved in building height and is in compliance with the required minimum setbacks.

Waiver 3: Lot size: This request is not involved in building height and is in compliance with the required minimum setbacks.

Staff supports the applicant's request based on the intent of the applicant to maximize the utilization of the land reducing the amount of impervious surface and consistency with the Village Comprehensive Plan allowing for innovative designs. Although the acreage is below the minimum required for 54 residential dwelling units, the property can still be developed in the proposed manner without any adverse impact to the surrounding properties.

IV. Neighborhood Compatibility

- 1) The proposed project is located east side of the Village on 2nd Avenue North.
- 2) The property is located within the Lake Worth Road District CRA.
- 3) Except for one property to the South side where is zoned Commercial General, surrounding properties are commonly zoned for residential uses.
- 4) Available public transportation on Lake Worth Road are existing within less than 1000 feet from the property.

V. Consistency with Palm Springs Lake Worth Road District CRA

1. Detailed Description of the Proposal's Consistency with Five (5) Key Goals of CRA

I. Improving Utilities and Infrastructure

Although this relates to one of the general conditions identified in the Finding of Necessity and refers primarily to the overall district need for public improvements to utilities, this project will extend new water and wastewater service lines to the site and will provide a new water distribution and wastewater collection system for this development, that will assist the CRA to address this goal.

II. Expanding Job Development and Economic Growth

The Village of Valor is a residential project and as such will not create jobs, the project will provide services to its residents through the Stand Down program including financial assistance, paid job training and placement that will assist the CRA to address this goal.

III. Enhancing Public Safety

Through the development of this vacant property, establishment of a permanent presence in the area, installation of site lighting, buffers and fencing along the properties to the north and west, development of the Village of Valor will assist the CRA to address this goal.

IV. Increasing and Maintaining Workforce Housing

The Village of Valor is a residential development that will be affordable to its residents, and by including financial assistance, paid job training and placement to its residents, the project will assist the CRA to address this goal.

V. Advancing the Partnership with Palm Beach County

Through the development of this site which will put the property into active use and address findings of blight that are identified in the CRA plan, this project will also help to address the issues identified in the Palm Beach County Urban Redevelopment Area (URA) including overcoming problems with public safety, crime, vacancies, economic deterioration, and declining conditions as identified in the CRA Plan, and will assist the CRA to address this goal.

2. Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District.

The conditions identified in the CRA plan as the conditions of blight specified in the Florida Statutes including defective street layout, faulty lot layout, inadequate and outdated building density patterns, higher incidence of crime, higher rates of emergency service calls and conditions of land which prevent free alienability.

In this case, development of the Village of Valor will be consistent with applicable codes and standard engineering practices for the construction of infrastructure and buildings to serve the residents, and will include new building construction and enhancements to the property through landscaping and other related improvements. The project will be an enhancement to the area helping to address conditions such as inadequate infrastructure, higher crime and emergency call rates, and will help the area to improve.

3. Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA.

The CRA strategies for addressing blight conditions include investment in public facilities and infrastructure, and expansion of economic development opportunities which includes improvement to housing conditions and targeted development. By developing this vacant site with units affordable to its residents and by providing related services, the Village of Valor project will assist the CRA to address identified blighting influences and improve the community.

VI. Regulatory Issues

- The site plan generally conforms to the property development standards of the Residential Planned Development.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) The applicant is responsible for acquiring all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County, LWDD and the Village of Palm Springs.

- 3) Civil/Utility plans shall be approved by the Village's Engineer.
- 4) The project is located within the Airport Land Use Noise Zone (ALUNZ) for Palm Beach County Park Airport.
- 5) The proposed development is located in the Airport Regulated Area Zone 1 & 3 for Lantana Airport and located within the Airport Regulated area Zone 1 for PBIA. A Notice Criteria form shall be submitted to the Federal Aviation Administration (FAA) to determine if the proposed development will require the applicant to submit for FAA review.
- 6) Accordingly with the School District there will be no negative impact on the School District of Palm Beach County.
- 7) The project is located within the Palm Beach County Water Utility Service area and Lake Worth Electric service area.
- 8) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.

VII. Environmental Issues:

The subject property is located within a special flood hazard area due to its proximity to the E4 Canal. The applicant is proposing to exceed the minimum finished floor elevation required by the flood zone.

VIII. Community Outreach/ Notification

- The subject property was posted on May 2, 2023.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on May 1, 2023.
- Two residents attended to the P&Z Board requesting a privacy wall along the north side.

IX. Proposed Development Plan Details

The petitioner's development plans dated received on October 24, 2022 depicts the following:

- Application for A Residential Planned Development Site Plan approval with 3 waivers for the construction of 54 four-story rental apartments units within 2 buildings.
 1. Site Plan dated received October 24, 2022 revised and resubmitted on April 25, 2023.
 2. Landscape plans dated received October 24, 2022 revised and resubmitted on April 25, 2023.
 3. Engineering plans dated received October 24, 2022 revised and resubmitted on April 25, 2023.
 4. Architectural plans dated received October 24, 2022 revised and resubmitted on April 25, 2023.
 5. Photometric plan dated received October 24, 2022 revised and resubmitted on March 27, 2023.
 6. Boundary survey.
 7. Traffic study.
 8. Project narrative and Justification Statement of proposed use.
 9. Drainage calculations.
 10. Common amenities detailed plan.
 11. Rendering.
 12. Colored site plan.

X Recommendation

The applicant is proposing to develop the 5.47-acre parcel with the construction of 54 four-story rental apartments within two buildings, which they intend to operate as a rental community. The proposed 2 buildings are configured with 26 units two bedrooms and two bathrooms, and 28 units with three bedrooms with two bathrooms.

The proposed residential Multi-Family project provides internal sidewalk connections between the common amenities (pool, sports court, pickleball, chickee hut and walking trail) and the buildings to facilitate pedestrian

circulation and safety. The proposed project provides open spaces creating common areas for passive/leisure activities. The proposed use does not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

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

Land Development Regulations	Required	Proposed
35 percent of the gross land area for open space	83,395 sf (1.91 acres)	2.37 acres (126,959 sf) (53.3% of gross area)
40% maximum lot coverage	95,309 S.F.	22,304 (10 %)
20% of the 35% dedicated to common amenities	16,679 sf	73,193 sf (30.7 %)

The Planning, Zoning and Building Staff has conducted a review of the application and found the proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. Staff considers this application as an Amendment to the previous Site Plan approval and recommend approval subject to the following thirty-four (34) conditions below:

Note: At the Planning and Zoning Board meeting held on May 9, 2023, the applicant voluntarily committed to proposed 1 additional condition to mitigate some concerns from neighbors

1. Build-out date December 31, 2027.
2. Site Plan approval is valid for 24 months of Village Council approval.
3. Per Palm Beach County Roads, restriping of the median gore area on 2nd Avenue may be required but will handle that during the right of way permitting phase for the proposed driveway connection.
4. A Notice Criteria form shall be submitted to the Federal Aviation Administration (FAA) to determine if the proposed development will require the applicant to submit for FAA review. The determination letter shall be provided to the Village **at time of permitting**.
5. Per Palm Beach Department of Airports request, each perspective tenant within the ALUNZ must be informed that occasionally will observe aircraft arriving at and departing from Palm Beach County Park Airport and shall be disclosed prior to a lease agreement or real estate contract. The condition will become inclusive in the agreement/contract's conditions and shall be noted in subsequent contracts.
6. Civil Utility Plans shall be reviewed and approved by the Village Engineer and Palm Beach County Water Utility **at time of permitting**.
7. The proposed flagpole shall not exceed the 25' height maximum permitted.
8. The proposed flag shall be in compliance with the Village code Section 34-291.
9. **At time of permitting** provide load calculations and voltage requirements, including the electrical riser diagram with wire, size and number of sets of wires, per Lake Worth Electric Service.
10. **Prior to the issuance of a Certificate of Occupancy**, a final electrical inspection will be required by Lake Worth Electric.
11. A bus shelter shall be provided within the project as per Palm Beach Schools District request. Location and design shall be reviewed and approved by the Village and School district **at time of permitting**. The proposed design shall be architecturally compatible with the residential buildings.
12. **The applicant proposed** to provide a 6' height wall along the north side and a 6' height opaque wood fence along the east side of the property. Plans shall be revised **at time of permitting**.
13. Lease documents shall restrict tenants to a maximum of 1 vehicle for two-bedrooms units and 2 vehicles for three-bedroom units and parking decals shall be required. Evidence of this shall be provided with the annual renewal of the Village Business Rental License. Staff recommends approval of the requested waiver for a parking reduction, in consideration of Applicant's agreement to limited tenants to 1 and 2 vehicles respectively.

14. A Unity of Control document shall be provided **prior to Certificate of Occupancy** that cannot be modified or terminated without Village approval, to restrict the planned development to rental units unless otherwise approved through a site plan amendment that considers parking needs for condominium or co-op units.
15. In accordance with Section 34-684(2) and 34-1062 of the Village's Code of Ordinance, the Village finds that a residential planned development comprised of 54 rental units ("the project") that is leased, managed and used by a for-profit corporate entity authorized to do business in the State of Florida is consistent with the goals, objectives and policies of the Village's Comprehensive Plan, the Land Development and Zoning regulations and all other portions of the Village's Code and is unlikely to create a detrimental impact on surrounding properties. Accordingly, the site plan approval for a residential planned development, with waivers from standards of the Village Code, is specific to a for-profit corporate entity authorize to do business in the state of Florida. If the project ceases to be leased, managed and/or used by a for-profit corporate entity authorized to do business in the State of Florida, the site plan approval for the residential planned development with waivers will be rendered null and void and without any further force or effect and without any further action of the Village. A new site plan for a residential planned development with waivers from standards of the Village's Code will be required for the project prior to it being leased, managed or used, in whole or in part, by any person or entity that is not a for-profit corporate entity authorized to do business in the State of Florida. This restriction is specially intended to apply to any and all partners, successors, assigns, transferees, executors and heirs of the owner, the property and/or project, in whole or in part, and specifically prohibits the leasing, management and/or use of the Project, in whole or in part, by a single individual, a not for-profit entity or a governmental or quasi-governmental entity without first obtaining a new site plan approval for a residential planned development with waivers from the Village.
16. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
17. The dumpster provider including the construction dumpster shall be Waste Pro USA who is under franchise Agreement with the Village. No drains to sanitary sewer are permitted in the dumpster pad.
18. A six (6) ft. construction fence shall be installed around the perimeter of the construction site prior to commencement of any site work or construction activity and shall remain through substantial completion. A silt barrier shall be installed in addition to the fence.
19. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
20. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the Land Development Department at time of permitting.
21. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
22. Landscaped areas shall be irrigated. New irrigation systems shall be maintained separately from potable water distribution systems, and shall include rain sensor shut-off mechanisms.
23. A pre-construction meeting shall be scheduled with the Village Planning, Zoning and Building Department prior to commencement of any construction activity. Permits are required from the Planning, zoning and Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
24. All new electric shall be underground.
25. A silt barrier shall be installed around the perimeter of the property prior to commencement of any site work or construction activity and shall remain through substantial completion.
26. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.
27. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
28. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
29. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.

30. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. A determination shall be made at time of pre-construction conference with Planning, Zoning and Building Director.
31. Permits are required from the Planning, Zoning and Building Department prior to commencing any construction.
32. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
33. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
34. At the time of CO, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

VILLAGE OF VALOR JUSTIFICATION STATEMENT

This Justification Statement is submitted as support documentation for the Village of Valor development applications in The Village of Palm Springs, FL on behalf of Faith*Hope*Love*Charity, Inc. (FHLC) and Stand Down. The Village of Valor includes construction of fifty-four (54) affordable residential units for low-income veterans and their families, office spaces for resident support services, common areas and amenities for the residents to be located on a vacant parcel on 2nd Ave North in the Village of Palm Springs, Florida.

Background/Proposal

- Parcel Control Number: 70-43-44-20-01-098-0020
- Zoning: RM (Residential Multi-Family)
- Land Use Designation: Median Density Residential

Village of Valor will provide fifty-four (54) units of affordable housing to low-income military veterans and their families many of whom were either previously homeless or at-risk of being homeless. This will aid in their housing stability and, through Stand Down, will provide a wide range of counseling services customized to each resident. Services available to residents will include therapy and counseling, childcare (off-site), financial assistance, paid job training and placement, and transportation for those that cannot drive or have no vehicles. The proposed facility will consist of two (2) buildings, containing a total of 54 multi-family units, support services, common areas, space for bicycle parking, a pool, and a recreational facility on a 5.47 acre parcel.

This application respectfully requests approval of the project site plan for the above-described project, as well as a request for residential planned development to include waivers to allow the number of parking spaces needed for this project, and for building height, and overall residential density.

This project was previously approved on March 12th, 2015. The prior approval included one (1) four-story apartment building and 18 two-story townhome units for a total of 48 units. The facility also included 96 parking spaces, for a density of 2 spaces per unit, and 48 bicycle parking spots, for a density of 1 space per unit, counseling and support services, as well as recreational amenities. Additionally, the project was previously approved for three (3) waivers which approved the following:

- Waiver 1 – Building Height. Section 34-1064; an increase of 12' 5" in building height from the permitted 35' to allow 47' 5" for the proposed buildings.
- Waiver 2 – Number of Parking Spaces. Section 34-1329(b); a reduction in required parking spaces of 169 to 117 spaces.

- Waiver 3 – Number of Unit. Section 34-766(1); a waiver from the minimum lot area per dwelling unit to reduce from the requirement for 15,000 square foot per unit and 9,500 square feet per unit for each unit thereafter, to allow a minimum gross lot area of 4,412 square feet per unit.

Note that, at the time, according to Village Staff although a waiver for lot area should have been approved, it was not caught by the Village and was approved for the requested density without it. During the prior approval process another approval was additionally accepted those being resolution No. 2016-27 wherein a Site Plan Amendment was approved to Site Plan (SPR15-04), which had originally approved with conditions and grant for three waivers; to eliminate the clubhouse and pool and proposed a splash pad and playground instead; as part of the 2nd Avenue North parcel, on the west side of E4 Canal.

The revised project is redesigned to include two (2) of the same four-story building which was previously approved, providing a total of fifty-four (54) units, the buildings have been located centrally on the property to reduce impacts on neighboring residential development, the entry road has been adjusted to better align with 2nd Avenue North, with a more efficient double-loaded parking area terminating in a cul-de-sac of sufficient turning radii to accommodate all service and emergency vehicles. The project also includes outdoor recreational facilities, a pathway around the lake area for the use and enjoyment of the residents.

Construction and operation of the Village of Valor will be an asset to the community both from a perspective of development of the vacant property as well as providing valuable services to veterans and their families who have bravely served our country. The newly developed site will encourage other area improvements, reduce the incidents of activities reported by local law enforcement, and will enhance the physical appearance of the community. The services provided will provide housing to homeless veterans or those that are at-risk of being homeless, provide job counseling and placement to help make them more productive in the community, and will be a benefit to the community by doing so.

Analysis

Following is the analysis of this project's compliance with the Village of Palm Springs Land Development Code for the proposed residential planned development, related waivers and RM zoning district regulations.

Section 34-1061: Purpose

The purpose of this subdivision is to permit development of projects consisting of residential, commercial or industrial, or any combination of residential, industrial and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic and other public service purposes, ensure compatibility of new

development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project.

Response: *The Village of Valor's purpose is consistent with Sec. 34-1061, listed above by providing affordable housing and support services to homeless veterans and their families or those that are at-risk of homelessness in a recreationally rich facility. The project proposes consolidation of all units into two (2) buildings to increase open space which includes an 0.8 acre pond with walking accessible trail, the project is not only serving the community of veterans and their families within the area, but also beautifying the scenery by creating habitat for local wildlife. The housing and services will be within buildings similar to those of nearby multi-family residences and as such complies with the RM zoning district and provides a service to the community and Village of Palm Springs as a whole.*

Section 34-1062: Objectives of a planned development

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

Response: *The Village of Valor proposal includes a unique mix of residential development for low-income veterans and their families that includes resident amenities and services that are consistent with the character of the existing multifamily development, and through the use of substantial building setbacks as well as landscape buffering and screening will not adversely affect the neighboring properties or character of the Village. The development of this site will create a vibrant part of the community whereas the vacant land could be the location of undesirable activities thus fostering and generating strong and positive relationships within the community.*

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

Response: *Surrounding developments include multifamily, single-family housing units, and commercial/warehousing. The site plan design of the Village of Valor has given careful consideration to the existing neighboring sites by centralizing the buildings and providing ample setbacks to reduce the impact of multifamily adjacent to single-family, and creates a quality and attractive well-landscape entryway along 2nd Avenue North that will be an enhancement to the community.*

- (c) To enhance landscape open space and streetscapes.

Response: *The proposed landscaping plan creates a significantly improved streetscape along 2nd Avenue North and throughout the site using a combination of trees and palms, large and medium shrubs and a variety of groundcovers. The*

streetscape and entirety of the site will include a mix of Live Oaks, Crepe Myrtles, Silver Buttonwoods, Dahoon Holly, Orange Geiger Tree, Royal Palms, Sabal Palms, Washingtonia Palms and Christmas Palms. This broad mix of landscape materials will add beautiful color as well as verticality and lush vegetation to the public streetscape, driveway and parking area, pathways and building areas, and all open spaces and recreation areas of the site, creating an element of private and quiet seclusion on-site and will be a substantial enhancement to the surrounding community.

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

Response: *The proposed site plan arranges buildings and site improvements to minimize building coverage and maximize open spaces for peaceful walks, landscape buffers and other open spaces, buildings are sited to reduce impacts on neighboring properties and the support services will provide job training and other assistance to its' residents.*

As an affordable housing project for low-income veterans and their families, the units are proposed to be a mix of two- and three-bedroom. Many of the residents will either be recently homeless or at-risk of homelessness, and as such many of which do not have a personal vehicle, and will be provided bus/transit passes to utilize Palm Tran and/or will be able to avail themselves of bus transportation provided by Stand Down. As such these residents will not present the same parking issue as many extended families do in other residential properties in the Village of Palm Springs. Consequently, where the Village Parking Requirement is 2.5 spaces per unit plus 25% for guest spaces, the maximum anticipated for the residents at Village of Valor is 1 space for two-bedroom units and 2 spaces for three-bedroom units. In addition, the on-site support services will include offices for the administrative personnel at Stand Down, Executive Director, Deputy Director and Finance Director. Consequently, the total anticipated parking demand is approximately 81 spaces where a total of 117 spaces are provided.

Site lighting will be provided to ensure safety and security for the parking areas, walkways throughout the site and adjacent to the buildings.

Section 34-1063: Performance Standards

The permitted, accessory, and special exception uses shall be those of the underlying land development district. Property development regulations and supplemental regulations shall be the same as provided for in the applicable land development district, except as modified in this subdivision or as approved for deviation through the waiver process provided for herein.

- (a) *Minimum design requirements.* Design standards can transform the image of the village. Specific design-based criteria applied throughout the community can help achieve stated objectives.

Every site-specific condition cannot be anticipated. The stated design requirements are minimum development standards established to promote consistency and quality, and need to be interpreted in light of particular site-specific circumstances or conditions.

Standards:

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

Response: *The sidewalk system at the Village of Valor is connected to the sidewalk in 2nd Avenue North, and provides interconnection from the public street to the buildings, recreation areas and open spaces. It is not on both sides of the driveway because sidewalk is not needed or desired in the landscape buffer area.*

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

Response: *This standard is not applicable because this is all one parcel currently.*

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

Response: *This standard is not applicable because there is only one curb cut for the project, and adjacent parcels are already developed.*

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

Response: *This standard is not applicable as the adjacent parcels are developed.*

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

Response: *There is sufficient parking to provide more than the number of spaces needed for the residents that will live at the Village of Valor. As described above, most of the residents will be low-income veterans and their families that are previously homeless or at-risk of homelessness, and as such many will not have personal vehicles and will rely on public transportation and/or van service provided by Stand Down.*

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

Response: *The site and parking lot lighting will meet all of the Village requirements. This will include providing safe and secure bollard-style or low-level pedestrian areas that will provide adequate lighting for use by the residents while being in scale with the pedestrian environment.*

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

Response: *The open spaces and common areas for this project will benefit from the units being consolidated into two structures. Each structure will have common areas on the first level that will lead out of the building to a pathway system that interconnects the units with the pool area, recreation spaces and passive recreation around the pond. The total open space area accounts for 53.7% of the overall site.*

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

Response: *There are no disconnects in the project sidewalk and pathway system. The system connects the public sidewalk in 2nd Avenue North with the residential units, as well as all of the open space and recreation amenities.*

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

Response: *The landscape plan shows buildings setback sufficiently from the sidewalks to provide for lush landscaping between the buildings and the sidewalks, between the buildings and the pool area, and between the buildings and adjacent uses.*

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

Response: *This standard is not applicable as there is no ability to provide streetscaping.*

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

Response: *Stand Down will provide van transportation for residents if needed, and there is ample space for drop-off and pick-up of residents in the parking area. The buildings and site are also interconnected with the public sidewalk which will provide access to public trans routes on Congress Avenue and Lake Worth Road, as well as school bus stops as needed.*

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

Response: *The proposed buildings are centered on the site and have a property line setback of between 84' and 96' depending on the location to respect the existing scale and location of adjacent residential development.*

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

Response: *The structures are designed specifically to accommodate the proposed residents inclusive of two- and three-bedroom units with public spaces and amenities for those residents and will be constructed using concrete block and stucco.*

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

Response: *As noted above, the buildings will be constructed using concrete block and stucco, and the adjacent uses will be buffered with landscaping and opaque fencing.*

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

Response: *The Village of Valor project residents will rely on public transportation, van transportation provided by Stand Down, and their own personal vehicles. The traffic study included in this application evaluates existing traffic volumes in the area, and projected traffic volumes from this project without consideration to the use of public and van transportation. The conclusions of the traffic study are that this project complies with the Traffic Performance Standards of Palm Beach County.*

(b) *Development standards.*

- (1) Planned developments shall meet all applicable regulations and requirements set forth in this article, and others set forth in the code including, but not limited to, division 9 development standards, section 62-42 Location and Screening of Commercial Containers, article III Landscaping, and division 8 Off-Street Parking and Loading, unless granted a waiver per section 34-1063(c).
- (2) In the layout and design of the proposed planned development, the applicant shall consider, and the land development board and village council shall review for, the provision of adequate light and air, traffic circulation, drainage patterns, pedestrian

safety, emergency vehicle access and all other provisions normally provided for by the area and dimension regulations.

Response: *The Village of Valor is in compliance with the development standards set forth in the above section, providing for adequate lighting air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access, and considerations to neighbors as previously listed. The following section describes the waivers requested and provides written justification for each.*

(c) *Waivers.*

- (1) The use of innovative and creative techniques and concepts may require one or more waivers from the strict interpretation of the Village Land Development Code and applicable code provisions related to lot size, frontages, setbacks, lot coverage, parking design standards, and other requirements, may be granted for good cause shown and shall be demonstrated to be in harmony with the purpose objectives and performance standards of the subdivision. Waivers may not be requested from density intensity and open space (excluding common amenity areas) limitations.
- (2) Waivers may be granted by the village council, following advisory recommendations by the land development board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of a planned development.

Response: *The Village of Valor project requests three (3) waivers. They are as follows:*

- *Waiver 1 – Building Height.* *Section 34-766(11) allows a maximum building height of three stories or 35 feet, and 34-1064(b) allows 35 feet.*

The Village of Valor is requesting four stories, and a building height as defined by Section 1-2 of the Village Code of 47' 5". Per Section 1-2 building height shall be measured the average height level between the eaves and roof ridge or peak with gable, hip or gambrel roofs. As noted on the elevation sheets A2.1a and A2.1b, the average height is 47' 5" and a waiver of 12' 5" is requested.

- *Waiver 2 – Number of Required Parking Spaces.* *Section 34-1329(1)b requires 2.5 parking spaces per unit plus 25% additional for guest parking in multifamily developments. Section 34-34-1329(5)a requires 1 space for every 200 square feet for office uses.*

The Village of Valor includes 54 units at 2.5 per unit (or 135 spaces) plus 25% (or 34 spaces) for a total of 169 spaces. The Village of Valor is proposing a total of 117 parking spaces, and a waiver of 66 spaces. Although because residents are low-income and many will not have personal vehicles, this enables the Village of Valor to allocate 1 parking space for every 2-bedroom unit, 2 parking spaces for

every 2-bedroom unit, plus 4 additional spaces for the office/administrative use, and leaves a surplus of 32 spaces for guest use.

- **Waiver 3 – Number of Units.** *The Future Land Use Map designates this site as Medium Density Residential with an allowable density range of 5.81 to 10 units per acre. The zoning map designates this property as RM, Residential Multiple-Family, and section 34-761 allows a gross density not to exceed 19.0 units per acre for multiple-family developments. However, contrary to section 34-761, Section 34-766(1) requires a minimum of 15,000 square feet for three dwelling units and for each additional unit thereafter 9,500 square feet of lot area shall be required, and utilizing this calculation the subject site is limited to a total of 26 units at a density of 4.75 units per acre, which is actually less than the allowable density of 5.8 units per acre for single-family in Section 34-741.*

The Village of Valor is proposing 54 units with a lot area of 4,412 which is a density of 10 units per acre as permitted by the Medium Density Residential future land use designation and substantially less than that which is permitted by Section 34-761 for the RM zoning district. This is a waiver to allow 28 additional units than are permitted under Section 34-766(1) while remaining consistent with Section 34-761.

(3) Waivers shall be submitted in writing and shall address the following criteria:

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

Waiver 1 – Building Height: *The proposed waiver to allow an additional story and approximately 12'5" of height, would enable building setbacks of over 80' from the property lines where only 20' is required, and enabling the inclusion of 57% open space where only 35% is required, and as such approval of this waiver would not be injurious to the area involved or to the public health, safety, and welfare of the City's citizens.*

Waiver 2 – Number of Parking Spaces: *The proposed waiver to allow less than the required spaces in the Village of Palm Springs code reflects the actual project parking demand, where the Village Code attempts to address worse-case scenario for extended family units which are common in many parts of this community.*

However, the residents at the Village of Valor will not reflect that extended family condition, and furthermore because the residents will be low-income many will not have personal vehicles and will rely on public transportation. As such approval of this waiver will not be injurious to the area or

detrimental to public health, safety, and welfare as it is consistent with the purpose of the Village off-street parking code Section 34-1326 which states that "It is the intent of this division that all uses permitted or allowed as special exceptions instituted after the effective date of the ordinance from which this division is derived shall be provided with adequate off-street parking facilities for the use of occupants, patrons, visitors and employees, and such uses shall be subject to the minimum requirements and regulations established in this division."

Waiver 3 – Number of Dwelling Units: *This waiver is a request to reduce the required lot area per dwelling unit as provided in Section 34-766(1), and which is consistent with the Medium Density Residential future land use designation. In requesting this waiver, the Village of Valor also proposes to consolidate units within 2 buildings thus enabling an increase in the building setbacks and provision of recreation and open spaces.*

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

Waiver 1 – Building Height: *The approval of this waiver will allow for an excess of open space, far exceeding the 35% minimum required for multi-family zoned developments, so that there is 53.7% of open space on the property once developed. Additionally, the minimum setback required for a dwelling housing multiple families in an RM zoned district is 20 feet on the interior side and rear, and 25 feet on the corner side and front. The proposed development has a minimum setback, 84.3 feet on one side, all others are greater than this with the greatest being a setback of 170.8 feet.*

Waiver 2 – Number of Parking Spaces: *The approval of this waiver will allow for an excess of open space, far exceeding the 35% minimum required for multi-family zoned developments, so that there is 53.7% of open space on the property once developed. Additionally, the minimum setback required for a dwelling housing multiple families in an RM zoned district is 20 feet on the interior side and rear, and 25 feet on the corner side and front. The proposed development has a minimum setback, 84.3 feet on one side, all others are greater than this with the greatest being a setback of 170.8 feet.*

Waiver 3 – Number of Dwelling Units: *The approval of this waiver will allow for an excess of open space, far exceeding the 35% minimum required for multi-family zoned developments, so that there is 53.7% of open space on the property once developed. Additionally, the minimum setback required for a multiple family dwelling in an RM zoned district is 20 feet on the interior side and rear, and 25 feet on the corner side and front. The*

proposed development has a minimum setback, 84.3 feet on one side, all others are greater than this with the greatest being a setback of 170.8 feet.

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

Waiver 1 – Building Height: *this is an infill site in an existing urban area that has no valuable natural resources however through the granting of this waiver, the increase in open space to 53.% also allows for a 0.83 ac pond on the eastern side of the property, increasing the amount of natural areas, landscape areas and open spaces.*

Waiver 2 – Number of Parking Spaces: *this is an infill site in an existing urban area that has no valuable natural resources however through the granting of this waiver, the increase in open space to 53.% also allows for a 0.83 ac pond on the eastern side of the property, increasing the amount of natural areas, landscape areas and open spaces.*

Waiver 3 – Number of Dwelling Units: *this is an infill site in an existing urban area that has no valuable natural resources however through the granting of this waiver, the increase in open space to 53.% also allows for a 0.83 ac pond on the eastern side of the property, increasing the amount of natural areas, landscape areas and open spaces.*

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

Waiver 1 – Building Height: *With the increased building height, a large pond at 0.83ac can be added to the facility, offering tranquility and increased wildlife with the preservation of open areas.*

Waiver 2 – Number of Parking Spaces: *With decreased number of parking spaces, we are allowing for greater recreational area as well as increased utilization of the provided public transit opportunities. As such, the decrease in parking spaces has increased public benefit through preservation of open areas.*

Waiver 3 – Number of Dwelling Units: *The reduction of lot size per dwelling unit required by Section 34-766(1) would allow for a greater number of dwelling units, allowing for a greater number of individuals and families which could be helped by the Village of Valor, demonstrating a great*

benefit to the community through greater utilization of the proposed program.

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

Waiver 1 – Building Height: *As the increase in building height allows for greater setbacks to be present in the site plan and construction of the build, this allows for additional screening of the facility, composed of additional plant life and water features. Only adding to the beauty and secluded feel of the area, though the facility will be directly adjacent to other single-family residences.*

Waiver 2 – Number of Parking Spaces: *With decreased number of parking spaces to reflect actual demand, the project allows for greater recreational area and includes the required landscape buffer areas adjacent to the neighboring residential uses.*

Waiver 3 – Number of Dwelling Units: *The reduction of lot size per dwelling unit required by Section 34-766(1) will have no impact on the screening and buffering to screen adjacent properties as they are to be included within the proposed two (2) residential buildings on the property, which with the increased setback allowances an approval of waiver 1, regarding building height, would allow the screening and buffering would be greater than required.*

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

Waiver 1 – Building Height: *The purpose behind the request for additional building height is to consolidate units into 2 buildings, increase open space on the property for increased recreational activity, which enable Stand Down to better serve the residents, provide a better design that enhances the quality of life for those residents.*

Waiver 2 – Number of Parking Spaces: *The purpose behind the request for a decrease in parking spaces is due to the composition of residents in the Village of Valor and to reflect actual demand that is not accommodated in the Village code.*

Waiver 3 – Number of Dwelling Units: *The reduction of lot size per dwelling unit required by Section 34-766(1) to allow for greater number of dwelling units is to increase the number of families and individuals and provide better service to area veterans.*

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

Waiver 1 – Building Height: The request to waive building height and allow for a total building height of 47’5” is consistent with other nearby multifamily developments. Consolidation of units within 2 buildings and allowance for building height waiver enables increased setbacks to adjacent single-family uses and increases compatibility.

Waiver 2 – Number of Parking Spaces: Nearby multifamily projects are located in unincorporated Palm Beach County or in the City of Lake Worth Beach. Palm Beach County land development code requires parking for multifamily projects at a ratio of 1.75 spaces per unit plus 1 guest space for every 4 units. For this project, the county code would require 109 parking spaces.

This City of Lake Worth Beach land development code requires 1.5 parking spaces for 1-Bedroom units and 1.75 parking spaces for 2-Bedroom units. For this project, the city code would require approximately 90 parking spaces. Consequently, this request for waiver to parking requirements is consistent with other nearby projects developed in Palm Beach County or City of Lake Worth Beach.

Waiver 3 – Number of Dwelling Units: Nearby multifamily projects are located in unincorporated Palm Beach County or in the City of Lake Worth Beach. Palm Beach County land development. The Palm Beach County Future Land Use map identifies the nearby multifamily properties as HR-12 with a maximum density of 12 unit per acre.

The City of Lake Worth Beach designates the nearby areas as Mixed-Use West with a maximum allowable density of 30 units per acre. Consequently, the request for additional density on the subject site is consistent with existing and potential uses.

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

Waiver 1 – Building Height: The requested waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase the amount of common amenity area in square footage throughout the property. This would be done by decreasing the footprint of land on which dwelling units are placed, allowing for greater open space, which is proposed to be used for additional parking and common amenity areas.

Waiver 2 – Number of Parking Spaces: *The requested waiver is not for minimum common amenity area requirements and, if approved, will serve as a means to increase the amount of common amenity area in square footage throughout the property. This would be done by decreasing the footprint of land on which dwelling units are placed, allowing for greater open space, which is proposed to be used for additional parking and common amenity areas.*

Waiver 3 – Number of Dwelling Units: *The reduction of lot size per dwelling unit required by Section 34-766(1) has no impact on the minimum common amenity area as the proposed increase in units will be enclosed in two buildings should waiver 1 for building height be approved.*

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

Waiver 1 – Building Height: *This waiver is to request an increase in the maximum allowable height for the proposed residential dwellings from 35 ft, or three (3) floors, to 47’5” and four (4) floors. The required setbacks for an RM zoning district are far less than what we are proposing (see table below). The minimum 108.5 percentage increase in setbacks with the increased building height will allow for no adverse impacts to the adjacent properties.*

	<i>Required minimum</i>	<i>Proposed minimum</i>
<i>Front (street)</i>	<i>25 ft</i>	<i>199.1 ft</i>
<i>Side (interior)</i>	<i>20 ft</i>	<i>85.8 ft</i>
<i>Side (corner)</i>	<i>25 ft</i>	<i>84.3 ft</i>
<i>Rear</i>	<i>20 ft</i>	<i>85.5 ft</i>

Waiver 2 – Number of Parking Spaces: *This request is not involved in building height, and is in compliance with the required minimum setbacks.*

Waiver 3 – Number of Dwelling Units: *This request is not involved in building height, and is in compliance with the required minimum setbacks.*

Section 34-1064: Residential planned developments

- (A) *Density.* Density requirements for residential planned developments, or “RPD”, shall be the same as provided for the application future land use designation and cannot be waived.

Response: *The Village of Valor is in conformity with the Medium Density designation on the Village of Palm Springs Future Lane Use Map which allows a density range of 5.81 to 10.0 units per acres and the proposed density is 9.9 units per gross acre.*

- (B) *Building height.* Maximum building height for residential planned developments shall be the same as allowed in the applicable land development district, or 35 feet, whichever is higher.

Response: *Acknowledged that the maximum height is 35' without approval of a waiver. The proposed building height is 47'5" and 4 stories thus necessitating the request for a waiver as noted above.*

- (C) *Minimum acreage requirement.* Residential planned developments shall be no less than three acres.

Response: *The Village of Valor site consists of 4.67 net acres and 5.47 gross acres which exceeds the 3 acre minimum.*

- (D) *Required open space and common amenity area.*

- a. Common amenity area to all lots shall be provided as specified in this section and shall be used for parks, playgrounds or other recreational purposes.

Response: *Common amenity areas within this facility are proposed for both passive and active recreation. Recreational facilities include a pool and clubhouse, pickleball court and sport courts, all located within the Village of Valor facility for the use of its residents.*

- b. No more than 40 percent of the residential units within a planned development shall be issued certificates of completion/occupancy until the required common amenity area improvements have been completed in their entirety and open for use and accessible to the residents.

Response: *An RM zoned multi-residential development, in which all residential developments are housed within a single, continuous, structure, can and will only be approved once the entire structure is completed, not excluding common amenity areas and other recreational sites held within the facility. As such, Sec. 34-1064(d)2 is not applicable in this instance.*

- c. The minimum total open space requirement for residential planned developments shall be 35 percent of the gross land area of which 20 percent shall be common amenity area.

- i. The village council shall have the right to determine what improvements, if any, are necessary to ensure the enjoyment, uses, safety, and general welfare of the occupants of the proposed development, and as such may require open space in excess of the percentage requirements contained herein if substantial portions of the applicant's open space is in nonusable areas or of such a nature as it is deemed by the village council as not meeting the recreational needs of the occupants of the residential planned development.
- ii. In determining what open space and recreational improvements will be necessary, the applicant and the village council shall consider the population to be served, availability and service capabilities of existing public recreation facilities in the village, and the general physical characteristics of the residential planned development site.

Response: A total of 53.7 percent of the total (gross) space is open space, including 30.7 percent which has been dedicated to common amenity area. Both are well within the required amount of open and common amenity spaces. Additionally, these spaces have been designed to best suit the needs of the residents of the Village of Valor, through proximity and programs offered through the FHLC. Any improvements required by the Village Council will be incorporated into the project design.

- d. The village shall require that title to the common amenity areas be placed in a form of common ownership by residents of the planned development, such as a duly constituted and legally responsible community association, cooperative or similar entity. Such instrument shall be binding upon the owner and all successors and assigns, and shall constitute a covenant running with the land.

Response: The project site, buildings, and all common open spaces and amenity areas within the Village of Valor will be owned, managed and maintained by the Village of Valor, LTD.

- e. Maintenance of common amenity areas and facilities. A program for maintenance of all common areas, including open space and recreational facilities, parking areas, utility sites, etc., shall be submitted to the village prior to issuance of a certificate of occupancy. The submission shall include formation of associations, agreements, contracts, deed restrictions, sureties or other legal instruments to guarantee the installation and continued maintenance of such common areas and facilities in draft form at time of preliminary plat approval. All legal instruments shall be recorded in the Public Records of Palm Beach County at time of final plat approval.

Response: *The project site, buildings, and all common open spaces and amenity areas within the Village of Valor will be owned, managed and maintained by the Village of Valor, LTD.*

(E) *Specific residential planned development standards.*

- a. *Setbacks.* Setbacks shall be measured from the property lines of the entire planned development.
 - i. Front (Street) – 25 feet.
 - ii. Side (Interior) – 20 feet.
 - iii. Side (Corner) – 25 feet.
 - iv. Rear – 20 feet.

Response: *Existing setbacks surrounding the facility are shown as needing to be no less than 20-25 feet, dictated by the location of the setback (interior side and rear at 20 feet, front and corner side at 25 feet). The facility has a minimum setback of 84.3 feet, far exceeding the stated required setbacks for a multi-family dwelling of 3 stories (or 35 feet, whichever is taller).*

- b. *Lot coverage.* All structures and their accessory buildings within the planned development shall have a maximum lot coverage of 40 percent, based on net area of individual lots.

Response: *Lot coverage, based on the net area of the lot, totals in 10.5 percent, which is below the stated requirement of 40 percent within a RM zoned, medium density residential, parcel.*

- c. *Access to off-street parking spaces.* Off-street parking spaces that serve each group of townhouses or each condominium/apartment building shall be located as close as possible to such group or building in an effort to provide direct access to the residential units.

Response: *Parking within the facility is located directly in front of and next to the residential dwellings, for ease of access for both residents and emergency services. Additionally, bicycle parking spots are provided with easy access to the residents.*

- d. *Platting requirements.* In single-family and zero-lot line residential planned developments each dwelling unit shall be located on its own platted lot. If access for a common use of occupants of the development are shown on the plat, satisfactory arrangements shall be made for the maintenance of the common open space/common amenity areas and facilities as provided in section 34-1064(e) above. The plat shall indicate the lot lines and easements.

Response: *The Village of Valor is under single-ownership unlike single-family or zero-lot line developments and as such, these platting requirements are not applicable in this instance.*

- e. ***Ownership and encumbrance.*** A certification of ownership and encumbrance, together with a written option of counsel representing the developer establishing that the developer has unified control of the concerned lands and the unrestrictive right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of such regulations, shall be submitted to the village attorney prior to final plat approval. Title to an individual lot or unit shall not pass until a certificate of occupancy is obtained, and no individual lot or unit shall be sold without completely constructed units thereon. A preexisting unit shall be required to meet all requirements of this section, and no preexisting unit shall be conveyed without first having obtained a certificate of occupancy and use.

Response: *As noted above, the platting requirements are not applicable to this project and no conveyance of individual lots or parcels is proposed.*

- f. ***Zero-lot line developments.*** The minimum separation between zero lot line units shall be ten feet. The wall of the dwelling located on the lot line shall have no windows, doors, air conditioning units or any other type of openings; provided, however, that atriums or courts shall be permitted on the zero lot line side when the court or atrium is enclosed by three walls of the dwelling unit, one of which is a solid wall of the lease eight feet in height, which shall be provided on the zero lot line. The wall shall be constructed of the same material as exterior walls of the unit.

A perpetual four-foot maintenance easement shall be provided on the lot adjacent to the zero lot line property line. The easement shall be shown on the plat and incorporated into each deed transferring title to the property. Roof overhangs may penetrate the easement on the adjacent lot a maximum of 24 inches, but the roof shall be designed so that water runoff from the dwelling placed on the lot line is limited to the easement area.

Response: *The Village of Valor is a multifamily rental development, not a zero-lot line development and as such this section is not applicable.*

Section 14 – Consistency with Palm Springs CRA Community Redevelopment Plan CRA District: Lake Worth Road CRA District.

Note that per email correspondence with Christian Melendez, the CRA Plan Adopted on December 3, 2019 was utilized for the response to this section of the Unified Development Application.

1. Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA.

Response: *Page 2 of the 2019 Redevelopment Plan includes the following five key goals.*

I. Improve utilities and infrastructure.

Response: Although this relates to one of the general conditions identified in the Finding of Necessity and refers primarily to the overall district need for public improvements to utilities, this project will extend new water and wastewater service lines to the site and will provide a new water distribution and wastewater collection system for this development, that will assist the CRA to address this goal.

II. Expanding Job Development and Economic Growth.

Response: The Village of Valor is a residential project and as such will not create jobs, the project will provide services to its residents through the Stand Down program including financial assistance, paid job training and placement that will assist the CRA to address this goal.

III. Enhance Public Safety

Response: Through the development of this vacant property, establishment of a permanent presence in the area, installation of site lighting, buffers and fencing along the properties to the north and west, development of the Village of Valor will assist the CRA to address this goal.

IV. Increasing and Maintaining Workforce Housing

Response: The Village of Valor is a residential development that will be affordable to its residents, and by including financial assistance, paid job training and placement to its residents, the project will assist the CRA to address this goal.

V. Advancing the Partnership with Palm Beach County

Response: Through the development of this site which will put the property into active use and address findings of blight that are identified in the CRA plan, this project will also help to address the issues identified in the Palm Beach County Urban Redevelopment Area (URA) including overcoming problems with public safety, crime, vacancies, economic deterioration, and declining conditions as identified in the CRA Plan, and will assist the CRA to address this goal.

2. Proposal's effect on existing conditions (identify in CRA Community Redevelopment Plan) in the CRA District

Response: The conditions identified in the CRA plan as the conditions of blight specified in the Florida Statutes including defective street layout, faulty lot layout, inadequate and outdated building density patterns, higher incidence of crime, higher rates of emergency service calls and conditions of land which prevent free alienability.

In this case, development of the Village of Valor will be consistent with applicable codes and standard engineering practices for the construction of infrastructure and buildings to serve the residents, and will include new building construction and enhancements to the property through landscaping and other related improvements. The project will be an enhancement to the area helping to address conditions such as inadequate infrastructure, higher crime and emergency call rates, and will help the area to improve.

3. Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA.

Response: The CRA strategies for addressing blight conditions include investment in public facilities and infrastructure, and expansion of economic development opportunities which includes improvement to housing conditions and targeted development. By developing this vacant site with units affordable to its residents and by providing related services, the Village of Valor project will assist the CRA to address identified blighting influences and improve the community.



LOCATION MAP

Owner:
Village of Valor, LTD
3175 S. Congress Avenue, Suite 310
Palm Springs, FL 33461

Site Data:

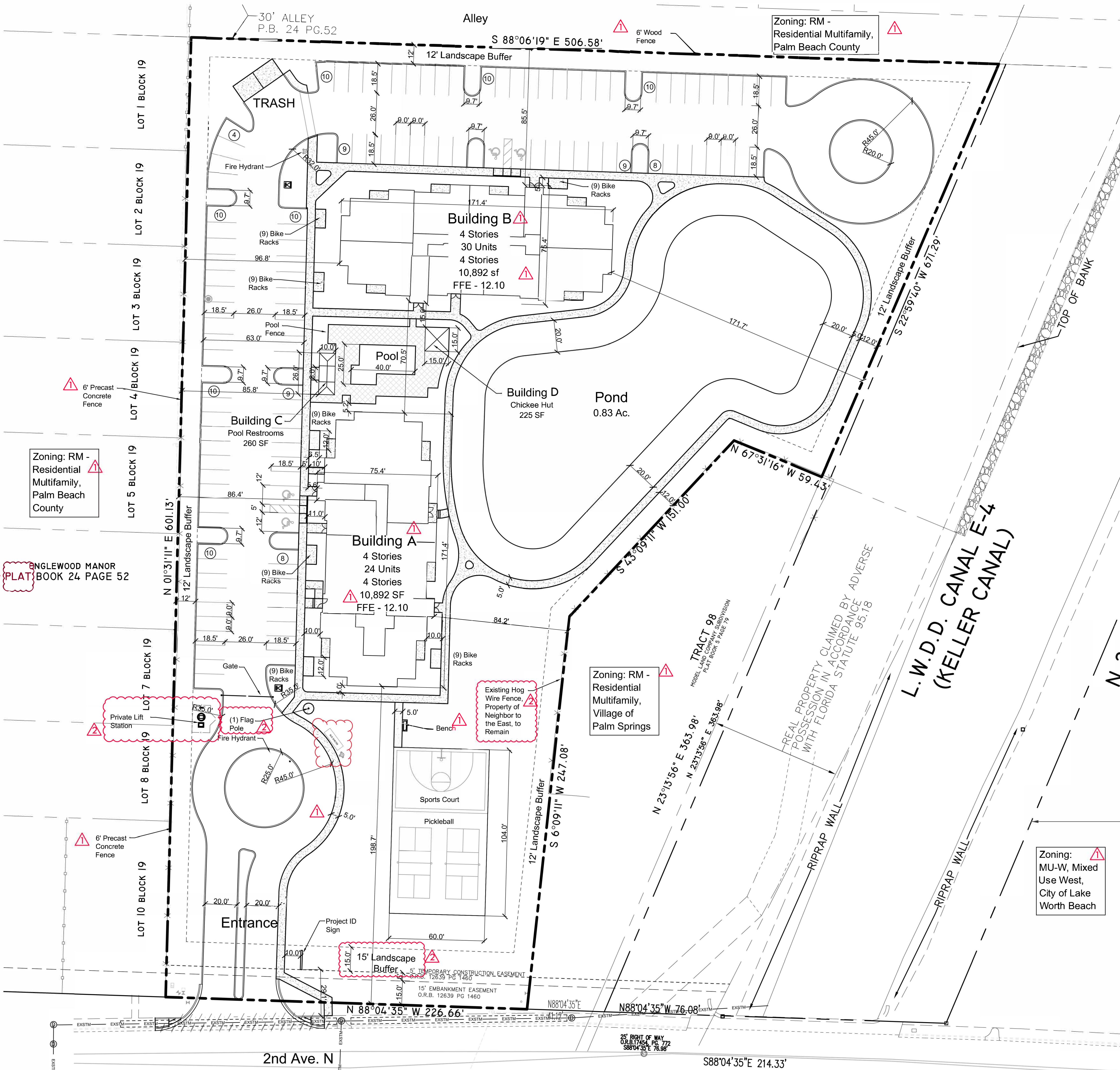
Project Name:	Village of Valor
Current Zoning:	RM - Multiple-family Residential
Proposed Zoning:	RM - Multiple-family Residential
Future Land Use:	Medium Density Residential
Gross Project Area:	238,273 SF (5.47 Ac.)
Net Project Area:	203,328 SF (4.67 Ac.)
Proposed Use:	Multi Family Residential
Lot Coverage:	22,304 sf (11.0%)
Bldg A Residential	10,892 sf
Bldg B Residential	10,892 sf
Bldg C Pool Restrooms	260 sf
Bldg D Chickee Hut	225 sf
Impervious Area:	97,190 sf (47.8% of Net Area)
Pervious Area:	106,138 sf (52.2% of Net Area)
Recreation Area:	73,193 sf (30.7% of Gross Area)
Open Space:	126,959 sf (53.3% of Gross Area)
Total Number of Units:	54
Gross Density:	9.9 DU/Ac.
Parking Spaces Required:	169 Spaces
2.5 Spaces/Unit	135 Spaces
Guest (25%)	34 Spaces
Parking Spaces Provided:	117 Spaces
Proposed Building Height:	4 Stories / 47'5"
Building Setbacks:	
Front	Required 25' Proposed 198.7'
Rear	20' 85.5'
Side (interior)	20' 84.2'
Side (corner)	25' N/A

Waivers:

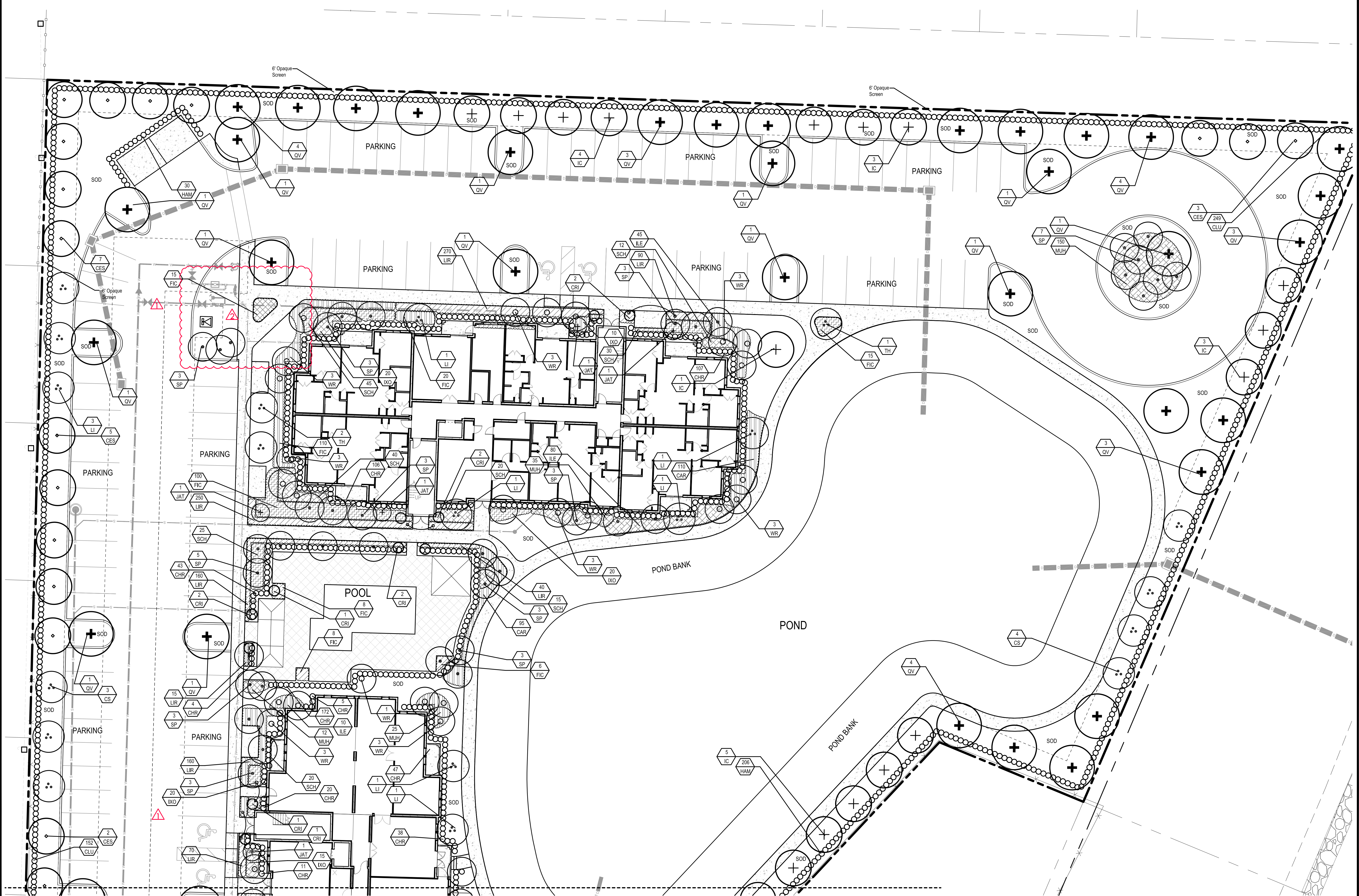
Waiver 1 - Building Height. Section 34-1064; an increase in height of 12'-5" from 35' to 47'5".

Waiver 2 - Number of Parking Spaces. Section 34-1329(b); a reduction in required parking spaces of 169 to 117 spaces.

Waiver 3 - A waiver from the minimum lot area per dwelling unit to reduce from the requirement for 15,000 square foot per unit and 9,500 square feet per unit for each unit thereafter, to allow a minimum gross lot area of 4,412 square feet per unit.

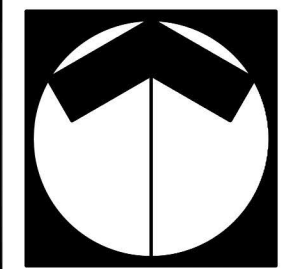


SITE PLAN



LANDSCAPE PLAN

file name:
plot date:
drawn by:



SHEET NORTH 0 **16**

DATE: 10.06.2022

REV: ① 03.13.2023
② 04.19.2023

SCALE: 1/16"=1'-0"

VILLAGE OF VALOR

PRELIMINARY SITE PLAN

PRELIMINARY SITE PLAN

REDD+
ASSOCIATES

PLANNING
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RESEARCH

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PLANT SCHEDULE

QUANTITY		BOTANICAL NAME <i>COMMON NAME</i>	SPECIFICATIONS	SPACING	NATIVE	DROUGHT TOLERANT
TREES AND PALMS						
AM	5	Adonidia merrilli <i>Christmas Palm</i>	6' C.T. Single Trunk	As shown	N	H
CES	25	Conocarpus erectus 'Cericeus' <i>Silver Buttonwood</i>	12' ht., 5' spr., 2" cal.	As shown	Y	H
CS	10	Cordia sebestena <i>Orange Geiger Tree</i>	12' ht., 5' spr., 2" cal.	As shown	Y	H
IC	22	Ilec cassine <i>Dahoon Holly</i>	12' ht. x 5' spr., 2" cal, full	As shown	Y	H
LI	23	Lagerstroemia indica <i>Crape Myrtle</i>	12' ht. x 5' spr., 2" cal, full	As shown	N	H
QV	55	Quercus virginiana <i>Live Oak</i>	12' ht. x 5' spr., 2" cal, full	As shown	Y	H
RE	3	Roystonea elata <i>Royal Palm</i>	6' g.w., heavy butts, full	As shown	Y	H
SP	56	Sabal palmetto <i>Sabal Palm</i>	8' ct. - 14' ct., staggered	As shown	Y	H
TH	4	Tabebuia heterophylla <i>Pink Trupet Tree</i>	12' ht. x 5' spr., 2" cal., full crown	As shown	N	H
WR	34	Washingtonia robusta <i>Washingtonia Palm</i>	8' ct. - 14' ct., staggered	As shown	N	H
LARGE AND MEDIUM SHRUBS						
CHR	764	Chrysobalanus icaco <i>Cocoplum</i>	24" ht. x 18" spr., full	24" o.c.	Y	H
CLU	550	Clusia guttifera <i>Small Leaf Clusia</i>	24" ht. x 18" spr., full	24" o.c.	Y	H
CRI	18	Crinum asiaticum <i>Crinum Lily</i>	#15, 36" oh., full, pink & white flower	As shown	N	M
HAM	384	Hamelia patens <i>Firebush</i>	24" ht. x 18" spr., full	24" o.c.	Y	H
IXO	169	Ixora 'Maui Red' <i>Ixora</i>	24" ht.x 18" spr.,	24" o.c.	N	H
JAT	10	Jatropha integrerrima <i>Jatropha</i>	#15, 36" oh., full	As Shown	N	H
SMALL SHRUBS, GROUNDCOVERS AND VINES						
CAR	230	Carissa macrocarpa 'Emerald Blanket' <i>Carissa</i>	#3,	18" o.c.	N	H
FIC	585	Ficus microcarpa 'Green Island' <i>Green Island Ficus</i>	12" ht. x 14" spr.	24" o.c.	N	H
ILE	205	Ilex vomitoria 'Nana' <i>Dwarf Yaupon Holly</i>	#3, 12"-14" spr., full	24" o.c.	N	H
JUN	170	Juniperus 'Parsonii' <i>Parson's Juniper</i>	#3, 12"-14" spr., full	24" o.c.	N	H
LIR	1,395	Liriope muscari 'Big Blue' <i>Big Blue Liriope</i>	#1, 10"-12"spr., full	12" o.c.	N	H
MUH	422	Muhlenbergia capillaris <i>Muhly Grass</i>	#3, 12"-14" spr., full	24" o.c.	Y	H
SCH	320	Schefflera arboricola "Trinette" <i>Dwarf Variegated Schefflera</i>	#3, 18" ht. x 18" spr., full	24" o.c.	N	H
TRA	140	Trachelospermum asiaticum 'Minima' <i>Dwarf Asiatic Jasmine</i>	#1, 4" ht x 14" spr., full	18" o.c.	N	H
SOD		St. Augustine "Floratam"	Floratam	Solid Sod	N	L

Notes:

1. All lawn and grassed areas noted as "sod" shall receive Stenotaphrum secundatum - St. Augustine Floritam solid sod as required.

2. All groundcover areas, shrubs, and tree rings shall receive a minimum of 3" of an approved commercial grade cypress mulch and Pine straw mulch if indicated on the landscape plans.

3. All plant material shall conform to the standards for Florida #1 or better as given in "Grades and Standards for Nursery Plants," unless otherwise noted.

4. The owner will supply all proposed plant material with 100% irrigation (automatic) coverage (with 50% overlap minimum) within ten days of initial installation.

5. All plant hole backfill to be a sandy loam top soil. Use 2 parts of existing soil, 1 part topsoil and 1 part organic compost for backfill.

6. Tabularized fertilizer shall be provided for all trees, palms, and shrubs and shall be equal to Agriform planting tablets (20-10-5) 21 gram, applied in conformance with the manufacturer's specifications.

7. In the event of discrepancy, the planting plan shall take precedence over the plant list.

8. All plant material and construction methods shall conform to all applicable landscape ordinances and Design Guidelines.

9. Plant all trees and palms high (2"-6") above finished grade.
10. The Landscape Architect may inspect trees and shrubs whether at place of growth or at site before planting, for compliance with the requirements for genus, species, variety, size and quality. Landscape Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

11. No substitutions will be acceptable. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with the proposal for use of equivalent material.

12. Contractor to confirm any underground utility locations.

13. Provide root barrier whenever tree is closer then 10' to any underground

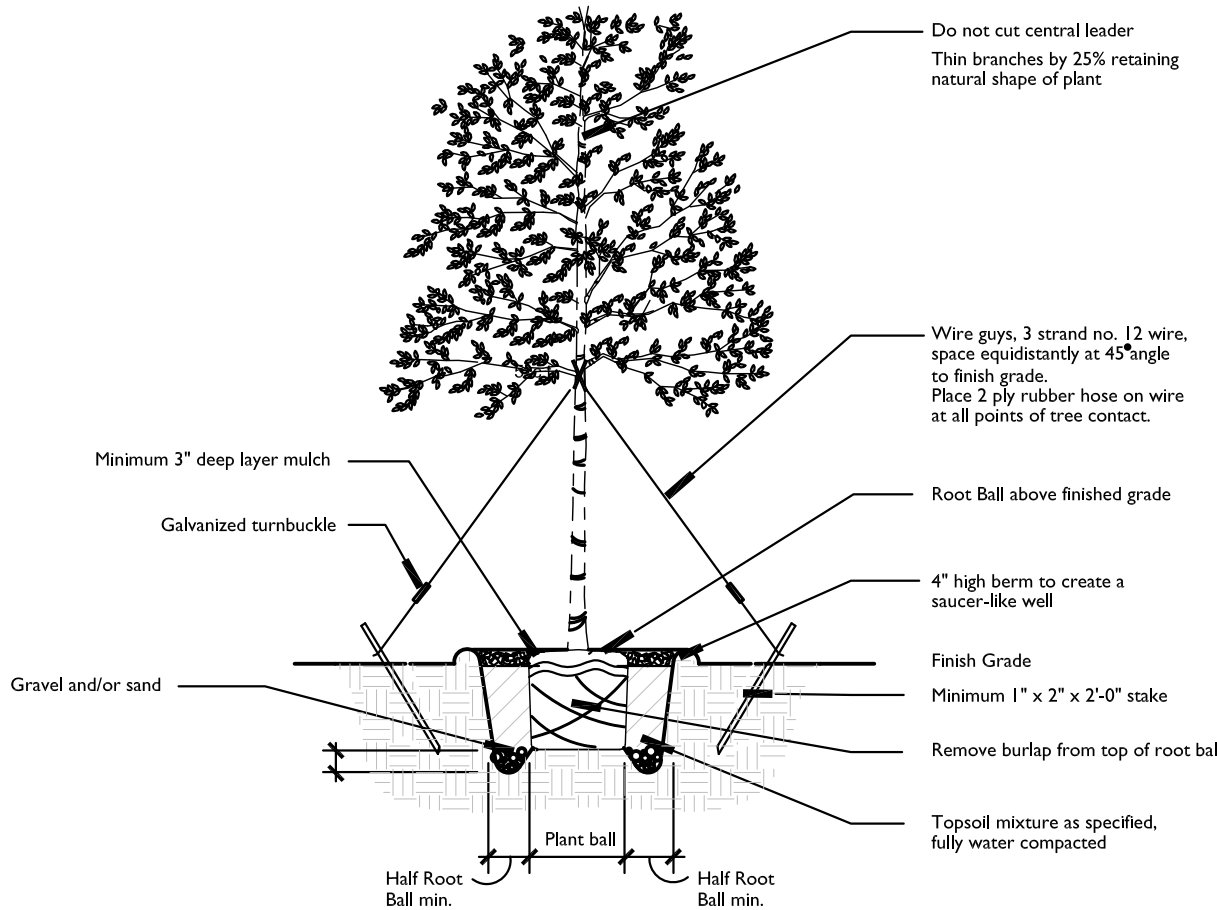


PLANT LIST & DETAILS

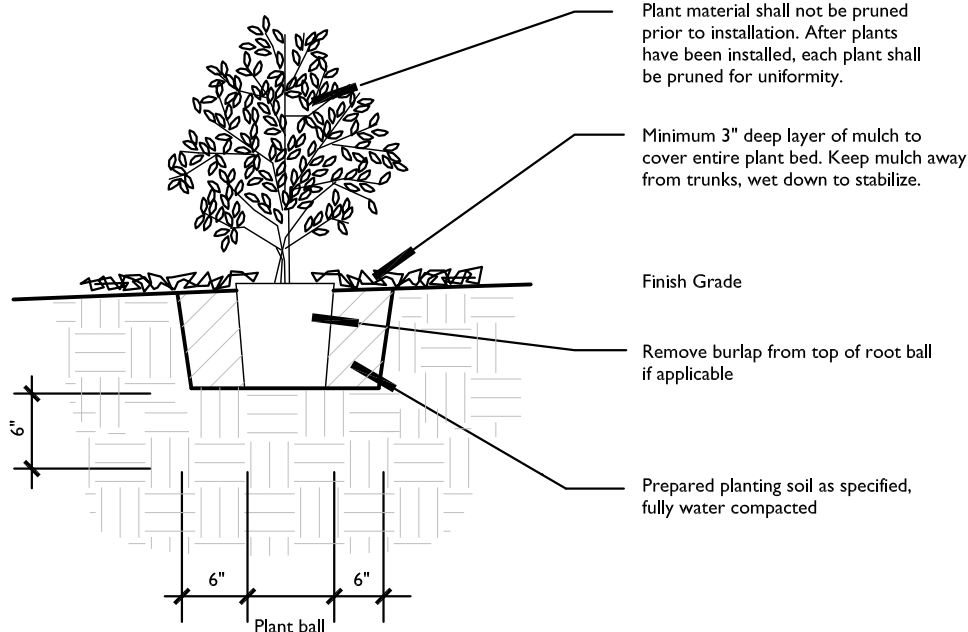
Landscape Requirements:

Net Project Area:	Required	Provided:
		203,328 SF (4.67 Ac.)
Tree Requirement:		
Trees(1 Tree/1,500 sf)	136 Trees	172 Trees
VUA Area:		
Parking:		
Landscape Area (20sf/Pkg Spot)		
117 spaces x 20 =	2,340 sf	3,482 sf
Trees (1 Tree/Island):	17 Trees	17 Trees

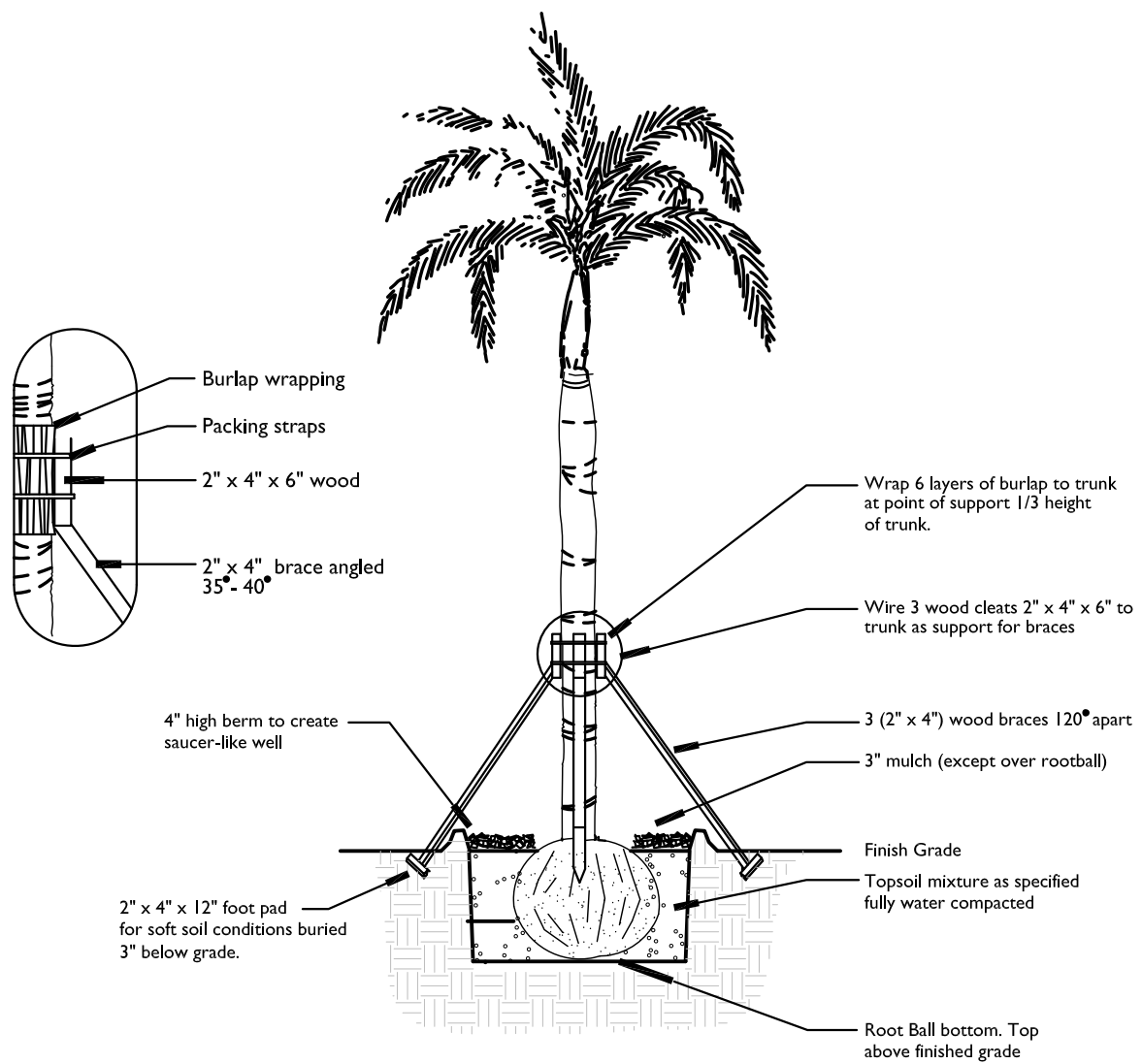
Perimeter Buffers:		
South Buffer - 228 lf less 51 lf Driveway = 177 lf		
Category 6 Buffer (adjacent to local road), Overhead Powerlines		
Trees required: (1 tree/20 lf)	9 Trees	9 Trees
3' Ht. Hedge, 2 Tiers		
West Buffer - 601 lf		
Category 2 Buffer (adjacent to Residential), Overhead Powerlines		
Trees required: (1 tree/20 lf)	30 Trees	30 Trees
3' Ht. Hedge		
North Buffer - 507 lf		
Category 2 Buffer (adjacent to Residential)		
Trees required: (1 tree/20 lf)	26 Trees	26 Trees
3' Ht. Hedge		
East Buffer - 719 lf		
Category 2 Buffer (adjacent to Residential)		
Trees required: (1 tree/20 lf)	36 Trees	38 Trees
3' Ht. Hedge		
Foundation Plantings		
Applicable Frontage:		
Bldg 1 (171 lf. applicable x 25%)	43 lf.	149 lf (87%)
Bldg 2 (236 lf. applicable x 25%)	59 lf.	224 lf (96%)
Bldg 3 (26 lf applicable x 25%)	7 lf.	18 lf (69%)
Native Requirements:		
Required: 40% of vegetation		
Native plants required (5,599 x 0.4)	2,240 Plants	2,496 (44.6%)



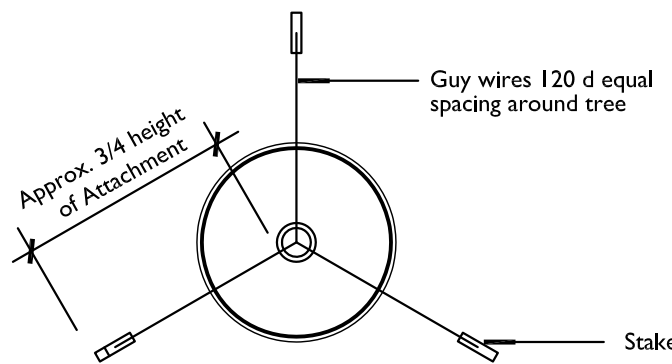
TYPICAL LARGE TREE PLANTING DETAIL
NOT TO SCALE



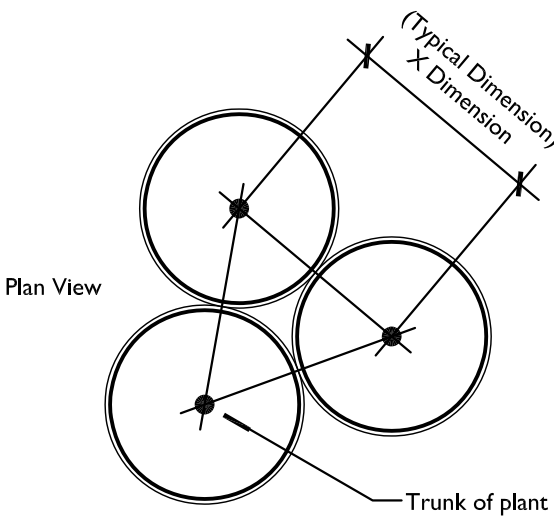
TYPICAL SHRUB PLANTING DETAIL
NOT TO SCALE



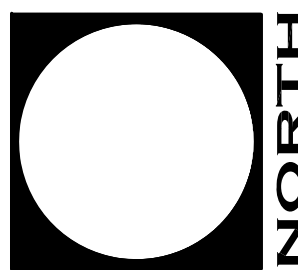
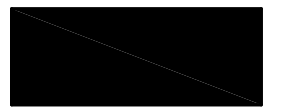
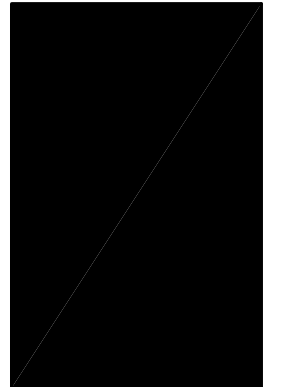
TYPICAL LARGE PALM PLANTING DETAIL
NOT TO SCALE



TYPICAL TREE GUYING DETAIL
NOT TO SCALE



TYPICAL PLANT SPACING DETAIL
NOT TO SCALE



file name:
plot date:
drawn by:

LANDSCAPE SPECIFICATIONS

ABBREVIATED SPECIFICATIONS (SEE SUPPLEMENTAL SPECIFICATION BOOKLET)

IN ADDITION TO THE FOLLOWING ABBREVIATED SPECIFICATIONS, A MORE DETAILED SET OF SPECIFICATIONS IS ATTACHED TO THESE CONSTRUCTION DRAWINGS AND SHOULD BE REVIEWED. THE SPECIFIC SECTIONS INCLUDE THE FOLLOWING:

- SECTION 32 01 90 OPERATION AND MAINTENANCE
- SECTION 32 09 00 PLANTING
- SECTION 32 96 00 TRANSPLANTING

A. QUALITY ASSURANCE

- DO NOT MAKE SUBSTITUTIONS. IF SPECIFIED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY TO LANDSCAPE ARCHITECT, TOGETHER WITH PROPOSAL FOR USE OF EQUIVALENT MATERIAL. NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES, WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. INTENDED SUBSTITUTIONS SHALL BE SPELLED OUT IN BID.
- INSPECTION: THE LANDSCAPE ARCHITECT MAY INSPECT TREES AND SHRUBS WHETHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING, FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, SIZE AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO FURTHER INSPECT TREES AND SHRUBS FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INJURIES AND LATENT DEFECTS, AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.
- ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS;" UNLESS OTHERWISE NOTED.
- FURNISH BALLED AND BUR LAPPED (BBB) TREES, EXCEPT CONTAINER-GROWN PLANTS MAY BE FURNISHED IF INDICATED IN THE PLANT LIST.
- REMOVE AND REPLACE TREES, SHRUBS OR OTHER PLANTS FOUND TO BE DEAD OR IN UNHEALTHY CONDITION DURING WARRANTY PERIOD. MAKE REPLACEMENTS DURING GROWTH SEASON FOLLOWING END OF WARRANTY PERIOD. REPLACE TREES AND SHRUBS WHICH ARE IN DOUBTFUL CONDITION AT END OF WARRANTY PERIOD UNLESS, IN OPINION OF LANDSCAPE ARCHITECT, IT IS ADVISABLE TO EXTEND WARRANTY PERIOD FOR A FULL GROWING SEASON.
- ANOTHER INSPECTION WILL BE CONDUCTED AT END OF EXTENDED WARRANTY PERIOD, IF ANY TO DETERMINE ACCEPTANCE OR REJECTION. ONLY ONE REPLACEMENT (PER TREE, SHRUB OR PLANT) WILL BE REQUIRED AT END OF WARRANTY PERIOD, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH SPECIFIED REQUIREMENTS.

B. DELIVERY, STORAGE AND HANDLING

- SOD: TIME DELIVERY SO THAT SOD WILL BE PLACED WITHIN 24 HOURS AFTER STRIPPING.
- DELIVER TREES AND SHRUBS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED AND PLANT IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN 6 HOURS AFTER DELIVERY, SET TREES AND SHRUBS IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST BY COVERING WITH MULCH, BURLAP OR OTHER ACCEPTABLE MEANS OF RETAINING MOISTURE.

C. SOIL AMENDMENTS

- MULCH FOR TREES, SHRUBS, OR PLANTS: ORGANIC MULCH FREE FROM DELETERIOUS MATERIALS AND SUITABLE FOR TOP DRESSING OF TREES, SHRUBS OR PLANTS AND NOT TO BE WORKED INTO THE EXISTING SOIL, AND CONSISTING OF SHREDDED NON-CYPRESS MULCH OR APPROVED EQUAL, MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED OVER ALL SHRUBS AND GROUND COVER AREAS FOR A FULL 3" DEPTH.
- COMMERCIAL FERTILIZER: FERTILIZER SHALL BE COMPLETELY ORGANIC, IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREEFLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET 6% NITROGEN, 6% PHOSPHOROUS, 6% POTASSIUM REQUIREMENTS.
 - FOR TREE PITS, SHRUB BEDS, AND GROUND COVER BEDS, BACKFILL MIXTURE SHALL CONSIST OF 2 PARTS EXISTING SOIL MIXED WITH 1 PART TOPSOIL AND 1 PART ORGANIC MATERIAL. ADD 10#4 SLOW RELEASE FERTILIZER WITH 35% - 50% NITROGEN DERIVED FROM NATURAL ORGANIC MATERIAL OR APPROVED EQUAL. BACKFILL MIX SHALL BE THOROUGHLY MIXED PRIOR TO PLANTING.
 - A FOURTEEN PERCENT (14%) NITROGEN, FOURTEEN PERCENT (14%) PHOSPHOROUS AND FOURTEEN PERCENT (14%) POTASSIUM IS REQUIRED ON ALL TREES AND SHRUBS OVER 5'-0" IN HEIGHT (1/2 LB. PER 5'-0" OF SPREAD).
 - AGRIFORM TABLETS WITH TWENTY PERCENT (20%) NITROGEN, TEN PERCENT (10%) PHOSPHOROUS, FIVE PERCENT (5%) POTASSIUM IN 21 GRAM SIZES SHALL BE APPLIED ALONG WITH THE FERTILIZER PROCESS (WITH 1 GAL. PLANTS, 2 WITH 3 GAL. PLANTS AND 2 TABLETS PER 1 INCH OF TREE TRUNK CALIPER.
 - MAGNESIUM SULFATE SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK CALIPER. MANGANESE SHALL BE APPLIED AT THE SAME RATE.
- POSITION PLANT IN THE HOLE. BACK FILL HALFWAY UP THE ROOTBALL, PLACE TABLET(S) BESIDE THE ROOT BALL ABOUT ONE INCH FROM ROOT TIPS. DO NOT PLACE TABLET(S) IN BOTTOM OF THE HOLE. COMPLETE BACKFILL, TAMP AND WATER.
- FERTILIZE SABAL PALMS BY MIXING 10 POUNDS OF "MILORGANITE" ACTIVATED SEWAGE SLUDGE WITH CLEAN SAND.
- FERTILIZE LAWNS. PROVIDE FERTILIZER WITH PERCENTAGE OF NITROGEN REQUIRED TO PROVIDE NOT LESS THAN ONE POUND OF ACTUAL NITROGEN PER 1000 SQUARE FEET OF LAWN AREA AND NOT LESS THAN FOUR PERCENT PHOSPHORIC ACID AND TWO PERCENT POTASSIUM. PROVIDE NITROGEN IN A FORM THAT WILL BE AVAILABLE TO LAWN DURING INITIAL PERIOD OF GROWTH, AT LEAST 50 PERCENT OF NITROGEN TO BE ORGANIC FORM.

D. GRASS MATERIALS

- PROVIDE STRONGLY ROOTED SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASSES AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+/- 1/4") EXCLUDING TOP GROWTH AND THATCH NOT MORE THAN TWENTY-FOUR (24) HOURS PRIOR TO LAYING. PROVIDE ONLY SOD CAPABLE OF VIGOROUS GROWTH AND DEVELOPMENT WHEN PLANTED (VIALBE, NOT DORMANT).
- PROVIDE SOD OF UNIFORM PAD SIZES WITH MAXIMUM 5% DEVIATION IN EITHER LENGTH OR WIDTH. BROKEN PADS OR PADS WITH UNEVEN ENDS WILL NOT BE ACCEPTABLE. SOD PADS INCAPABLE OF SUPPORTING THEIR OWN WEIGHT WHEN SUSPENDED VERTICALLY WITH FIRM GRASP ON UPPER 10% OF PAD WILL BE REJECTED.

E. MISCELLANEOUS LANDSCAPE MATERIALS

STAKES AND GUYS: PROVIDE STAKES AND DEADMEN OF SOUND NEW HARDWOOD, TREATED SOFTWOOD, OR REDWOOD, FREE OF KNOTHOLES AND OTHER DEFECTS. PROVIDE WIRE TIES AND GUYS OF 2-STRAND, TWISTED, PLIABLE GALVANIZED IRON WIRE NOT LIGHTER THAN 12 GRAMS WITH TURNBUCKLES OR GUY WIRES WITH WIRE TIGHTENING ARRANGEMENT. PROVIDE NOT LESS THAN 1/2" DIAMETER RUBBER OR PLASTIC HOSE, CUT TO REQUIRED LENGTHS AND OF UNIFORM COLOR, MATERIAL AND SIZE TO PROTECT TREE TRUNKS FROM DAMAGE BY WIRES. PROVIDE BRIGHTLY COLORED RIBBON TIED TO GUY WIRES AS A WARNING INDICATOR.

F. PREPARATION OF PLANTING SOIL

- BEFORE MIXING PLANTING SOIL FOR USE IN PREPARING BACKFILL FOR PLANT PITS SHALL BE A FERTILE, FRIABLE AND NATURAL TOPSOIL, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND SHALL BE FREE FROM HEAVY CLAY, STONES, LIME, LUMPS, SHELLS, PLANTS, ROOTS OR OTHER FOREIGN MATERIAL.
- MIX SPECIFIED SOIL AMENDMENTS AND FERTILIZERS WITH TOPSOIL AT RATES SPECIFIED. DELAY MIXING OF FERTILIZER IF PLANTING WILL NOT FOLLOW PLACING OF PLANTING SOIL WITHIN A FEW DAYS.
- FOR PIT AND TRENCH TYPE BACKFILL, MIX PLANTING SOILS PRIOR TO BACKFILLING, AND STOCKPILE AT SITE.

G. PREPARATION FOR PLANTING LAWNS

- LOOSEN SUBGRADE OF LAWN AREAS TO A MINIMUM DEPTH OF SIX INCHES. REMOVE STONES OVER 1/2 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEIOUS MATTER. LIMIT PREPARATION TO AREAS, WHICH WILL BE PLANTED PROMPTLY AFTER PREPARATION.
- SPREAD TOP SOIL TO MINIMUM DEPTH REQUIRED TO MEET LINES, GRADES AND ELEVATIONS SHOWN AFTER LIGHT SOILING AND NATURAL SETTLEMENT. ADD SPECIFIED SOIL AMENDMENTS AND MIX THOROUGHLY INTO UPPER SIX INCHES OF TOPSOIL.
- MOISTEN PREPARED LAWN AREAS BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE MOISTURE TO DRY BEFORE PLANTING LAWNS. DO NOT CREATE A MUDDY SOIL CONDITION.
- RESTORE LAWN AREAS TO SPECIFIED CONDITION IF ERODED OR OTHERWISE DISTURBED AFTER FINE GRADING AND PRIOR TO PLANTING.
- PREPARATION ON UNCHANGED GRADES: WHERE LAWNS ARE TO BE PLANTED IN AREAS THAT HAVE NOT BEEN ALTERED OR DISTURBED BY EXCAVATING, OR STRIPPING OPERATIONS, PREPARE SOIL FOR LAWN PLANTING AS FOLLOWS:
 - TILL TO A DEPTH OF NOT LESS THAN SIX INCHES, APPLY SOIL AMENDMENTS AND INITIAL FERTILIZERS AS SPECIFIED, REMOVE HIGH AREAS AND FILL IN DEPRESSIONS, TILL SOIL TO A HOMOGENOUS MIXTURE OF FINE TEXTURE FREE OF LUMPS, CLODS, STONES, ROOTS AND OTHER EXTRANEIOUS MATTER.
 - PRIOR TO PREPARATION OF UNCHANGED AREAS, REMOVE EXISTING GRASS, VEGETATION AND TURF, DISPOSE OF SUCH MATERIAL OUTSIDE OF OWNER'S PROPERTY. DO NOT TURN OVER SOIL BEING PREPARED FOR LAWNS.

H. PREPARATION OF PLANTING BEDS:

- LOOSEN SUBGRADE OF PLANTING BED AREAS TO A MINIMUM DEPTH OF 6" USING A CULTIMULCHER OR SIMILAR EQUIPMENT. REMOVE STONES OVER 1/2" IN ANY DIMENSION, AND STICKS, STONES, RUBBISH AND OTHER EXTRANEIOUS MATTER.
- EXCAVATE PITS, BEDS, AND TRENCHES WITH VERTICAL SIDES AND WITH BOTTOM OF EXCAVATION SLIGHTLY RAISED AT CENTER TO PROVIDE PROPER DRAINAGE. LOOSEN HARD SUBSOIL IN BOTTOM OF EXCAVATION. IN AREAS AROUND PARKING AND ROADWAYS REMOVE EXCESS SHELL ROCK UP TO 3" FROM ROAD SURFACE AND BACKFILL WITH PLANTING SOIL.
- DISPOSE OF SUBSOIL REMOVED FROM PLANTING EXCAVATIONS. DO NOT MIX WITH PLANTING SOIL OR USE AS BACKFILL.
- FILL EXCAVATIONS FOR TREES AND SHRUBS WITH WATER AND ALLOW TO PERCOLATE OUT BEFORE PLANTING.

I. PLANTING TREES AND SHRUBS:

- SET CONTAINER GROWN STOCK AS SPECIFIED FOR BALLED AND BURLAPPED STOCK EXCEPT CUT CANS ON 2 SIDES WITH AN APPROVED CAN CUTTER, REMOVE BOTTOMS OF WOODEN BOXES AFTER PARTIAL BACKFILLING SO AS NOT TO DAMAGE ROOT BALLS. PLANT ALL TREES AND PALMS 2' - 6" ABOVE FINISHED GRADE.
- MULCH PITS, TRENCHES AND PLANTED AREAS: PROVIDE NOT LESS 3" THICKNESS OF SETTLED MULCH AND WORK INTO TOP OF BACKFILL AND FINISH LEVEL WITH ADJACENT FINISH GRADES.
- EXCAVATE PITS OR TRENCH TO ONE AND ONE HALF (1-1/2) TIME DIAMETER OF BALLS OR CONTAINERS, OR ONE FOOT WIDER THAN SPREAD OF ROOTS AND THREE INCHES DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF TOPSOIL IN BOTTOM BEFORE PLACING PLANTS. BACK FILL AROUND PLANTS WITH TOPSOIL, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS.
- PRUNE, THIN OUT AND SHAPE TREES AND SHRUBS IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE. PRUNE TREES TO RETAIN REQUIRED HEIGHT AND SPREAD. UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT, DO NOT CUT TREE LEADERS, AND REMOVE ONLY INJURED OR DEAD BRANCHES FROM FLOWERING TREES, IF ANY. PRUNE SHRUBS TO RETAIN NATURAL CHARACTER AND NOT REMOVE MORE THAN 15 PERCENT OF BRANCHES.
- GUY AND STAKE TREE IN THREE DIRECTIONS WITH GALVANIZED WIRE, THROUGH FLEXIBLE HOSE CHAFING GUARDS, WITH WOODEN STAKE ANCHORS IMMEDIATELY AFTER PLANTING.

J. SODDING NEW LAWNS

- LAY SOD WITHIN 24 HOURS FROM TIME OF STRIPPING. DO NOT PLANT DORMANT SOD.
- LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK FROM BOARDS TO AVOID DAMAGE TO SUBGRADE OR SOD. TAMP OR ROLL LIGHTLY TO ENSURE CONTACT WITH SUBGRADE. WORK SIFTED SOIL INTO MINOR CRACKS BETWEEN PIECES OF SOD, REMOVE EXCESS TO AVOID SMOTHERING OF ADJACENT GRASS.
- WATER SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

K. PLANTING GROUND COVER

- DIG PIT AND BACKFILL WITH PLANTING SOIL. WORK SOIL AROUND ROOTS TO ELIMINATE AIR POCKETS AND LEAVE A LIGHT SAUCER INDENTATION AROUND PLANTS TO HOLD WATER. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER CROWNS OF PLANTS WITH WET SOILS.
- SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW FOR SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS, AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT.
- MULCH AREAS BETWEEN GROUND COVER PLANTS, PLACE NOT LESS THAN 3" THICK AFTER SETTLED. LIFT PLANT FOLIAGE ABOVE MULCH.
- DURING PERIODS OF HOT SUN AND WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS.

L. MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL THE LETTER OF FINAL ACCEPTANCE FROM THE LANDSCAPE ARCHITECT BY THE GENERAL CONTRACTOR. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATIONS OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZATION AND SIMILAR OPERATIONS AS NEEDED TO ENSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

M. GENERAL NOTES:

- THE OWNER WILL SUPPLY ALL PROPOSED PLANT MATERIAL WITH 100% IRRIGATION (AUTOMATIC) COVERAGE (WITH 50% OVERLAP MINIMUM) WITHIN TEN DAYS OF INITIAL INSTALLATION. CITY WATER TO BE USED FOR IRRIGATION.
- IN THE EVENT OF DISCREPANCY, THE PANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT LIST.

N. CLEANUP AND PROTECTION

DURING LANDSCAPE WORK, KEEP PAVEMENTS CLEAN AND WORK AREA IN AN ORDERLY CONDITION. PROTECT LANDSCAPE WORK AND MATERIALS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES AND TRESPASSERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR OR REPLACE DAMAGED LANDSCAPE WORK AS DIRECTED.

O. INSPECTION AND ACCEPTANCE

- WHEN LANDSCAPE WORK IS COMPLETED, INCLUDING MAINTENANCE, LANDSCAPE ARCHITECT WILL, UPON REQUEST, MAKE AN INSPECTION TO DETERMINE ACCEPTABILITY.
- LANDSCAPE WORK MAY BE INSPECTED FOR ACCEPTANCE IN PARTS AGREEABLE TO LANDSCAPE ARCHITECT, PROVIDED WORK OFFERED FOR INSPECTION IS COMPLETE, INCLUDING MAINTENANCE.
- WHERE INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY LANDSCAPE ARCHITECT AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS PROMPTLY FROM PROJECT SITE.

P. WARRANTY

- WARRANTY PLANTS AGAINST UN-HEALTHY CONDITION, EXCEPT AS MAY RESULT FROM NEGLECT BY OWNER, DAMAGE BY OTHERS, AND UNUSUAL PHENOMENA BEYOND INSTALLER'S CONTROL AS FOLLOWS:
 - SHRUBS AND GROUNDCOVERS FOR A PERIOD OF NINETY (90) DAYS
 - TREES & PALMS FOR ONE YEAR
- REPLACE AT TIME REQUESTED BY THE OWNER OR LANDSCAPE ARCHITECT.

Q. CONTAINER GROWN STOCK:

- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.
- AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

R. PLANT MATERIALS:

- PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO "STANDARDIZED PLANT NAMES", 1942 EDITION.
- ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II", LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- UNLESS SPECIFIED OTHERWISE, ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.
- SPECIMEN MEANS AN EXCEPTIONALLY HEAVY, SYMMETRICAL TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY.
- ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
- TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE.
- ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER.
- WHERE REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY AND FLORIDA NUMBER 1.
- PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

S. MEASUREMENTS:

- SHADE TREES:
 - HEIGHT SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY.
 - SPREAD SHALL BE MEASURED TO THE END OF THE BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK.
 - MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "Y" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.
- SHRUBS:
 - HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS.
 - SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS.
 - MEASUREMENT AREA NOT TO INCLUDE ANY TERMINAL GROWTH.
 - TREE CALIPER SIZE SHALL BE MEASURED AT 6 INCHES ABOVE GRADE UP TO AND INCLUDING 4 INCH CALIPERS, AND 12 INCHES ABOVE GRADE FOR LARGER CALIPER TREES.
- PALMS:
 - CLEAR TRUNK (C.T.) - SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE POINT WHERE THE MATURE AGED TRUNK JOINS THE IMMATURE OR GREEN PORTION OF THE TRUNK OR HEAD.
 - OVERALL HEIGHT (O.A.) - SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE AVERAGE FROND HEIGHT.
 - PALMS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED.

END OF SECTION

PLANNING
LANDSCAPE ARCHITECTURE
URBAN DESIGN
RESEARCH

REDD+
ASSOCIATES

DATE: 10.06.2022

REV:

SCALE: NO SCALE

VILLAGE OF VALOR

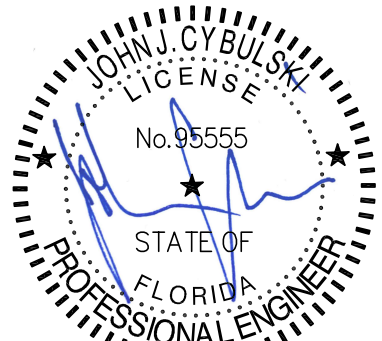
PRELIMINARY SITE PLAN

LP-4

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VILLAGE OF VALOR

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NOTE:
1. ALL BIDDERS SHALL VISIT THE
BECOME FAMILIAR WITH THE EXISTING
AND REQUIREMENTS OF THE
SHALL NOTIFY THE ARCHITECT OF ANY
AND OMISSIONS SUBSEQUENTLY
THE CONTRACT
2. THE CONTRACT DOCUMENTS ARE
OF THE DRAWINGS AND THE PROJECT
THEIR ENTIRETY. THE INFORMATION IN
DOCUMENTS IS DEPENDENT
COMPLEMENTARY OF EACH
SEPARATION OF THE CONTRACT
SHALL NOT BE PERMITTED. IF THE
CHOOSSES TO SEPARATE THE
DO SO AT THEIR OWN RISK AND
5 ADDITIONALLY, SEE GENERAL
A

4. THE CLIENT ACKNOWLEDGES THE
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INCLUDING ALL DOCUMENTS ON
MEDIA AS INSTRUMENTS OF THE
(ARCHITECT) PROFESSIONAL
CLIENT SHALL NOT REUSE OR MAKE OR
TO BE MADE ANY MODIFICATION
DRAWINGS AND SPECIFICATIONS
PRIOR WRITTEN AUTHORIZATION
CONSULTANT (ARCHITECT). THE CLIENT
TO WAIVE ANY CLAIM AGAINST THE
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TRANSFER, REUSE OR MODIFICATION
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5. ARCHITECT CANNOT WARRANT THE
OF DATA CONTAINED HEREIN ANY USE OR
OF ORIGINAL OR ALTERED CADD
MATERIALS BY THE USER OR OTHER
WITHOUT THE REVIEW AND WRITTEN
OF THE ARCHITECT SHALL BE AT THE
OF THE USER. FURTHERMORE, USER
DEFEND, INDEMNIFY, AND HOLD
HARMLESS FROM ALL CLAIMS,
DAMAGES, LOSSES, EXPENSES, AND
FEES ARISING OUT OF THE
REUSE OF THESE
6. THESE DRAWINGS AS PART OF THE
DOCUMENTS ARE DIAGRAMMATIC AND
INTENDED TO DEFINE EXACT
LOCATIONS OR CODIFIED
DRAWINGS SHALL NOT BE SCALED.
STATE AND LOCAL CODE
OTHER APPLICABLE CODE
SHALL BE VERIFIED BY AND ARE THE
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INFORMATION WHICH DIRECTLY
ANY OF THESE CODES OR ANY
FOUND IN THE CONTRACT DOCUMENTS
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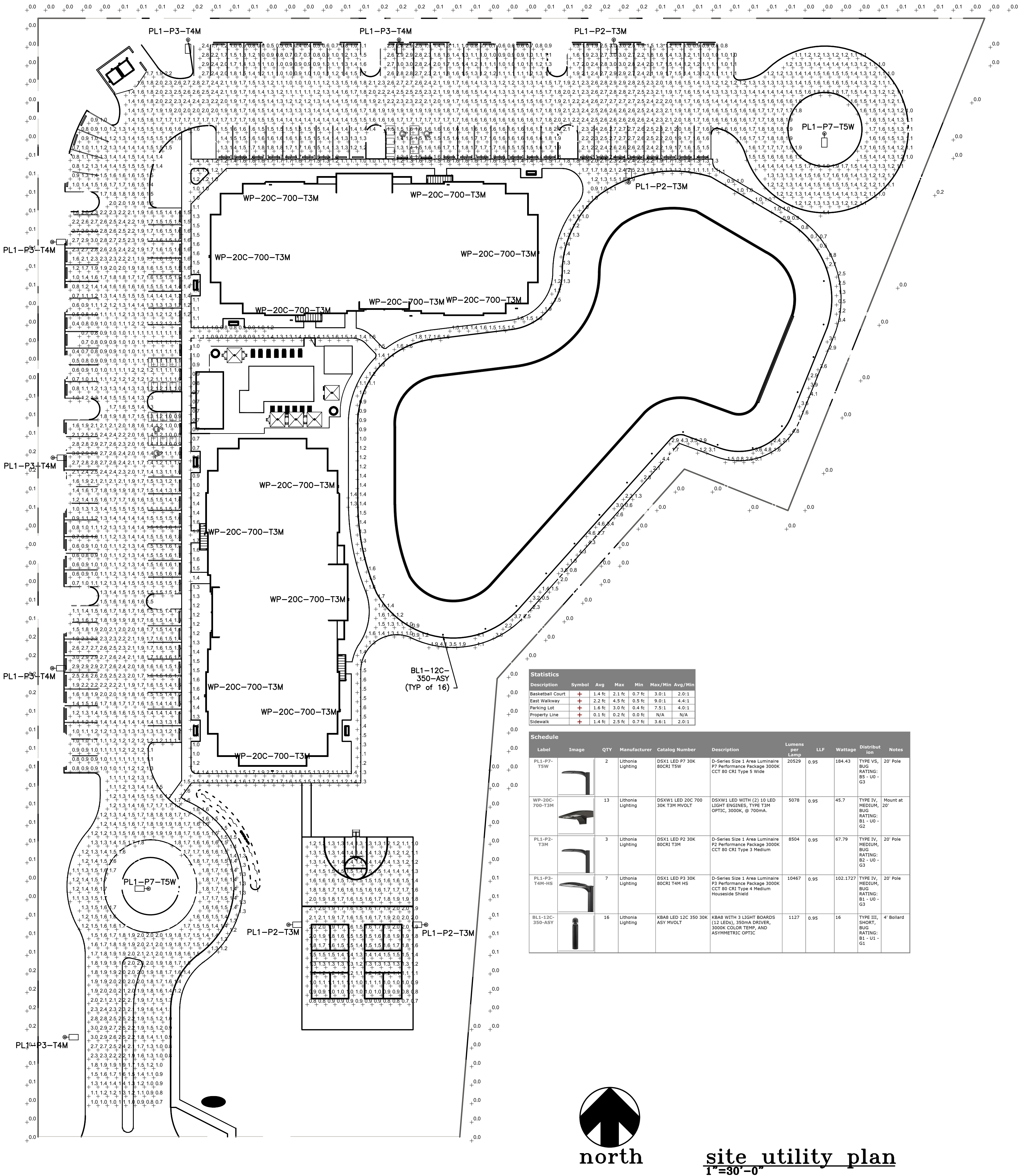
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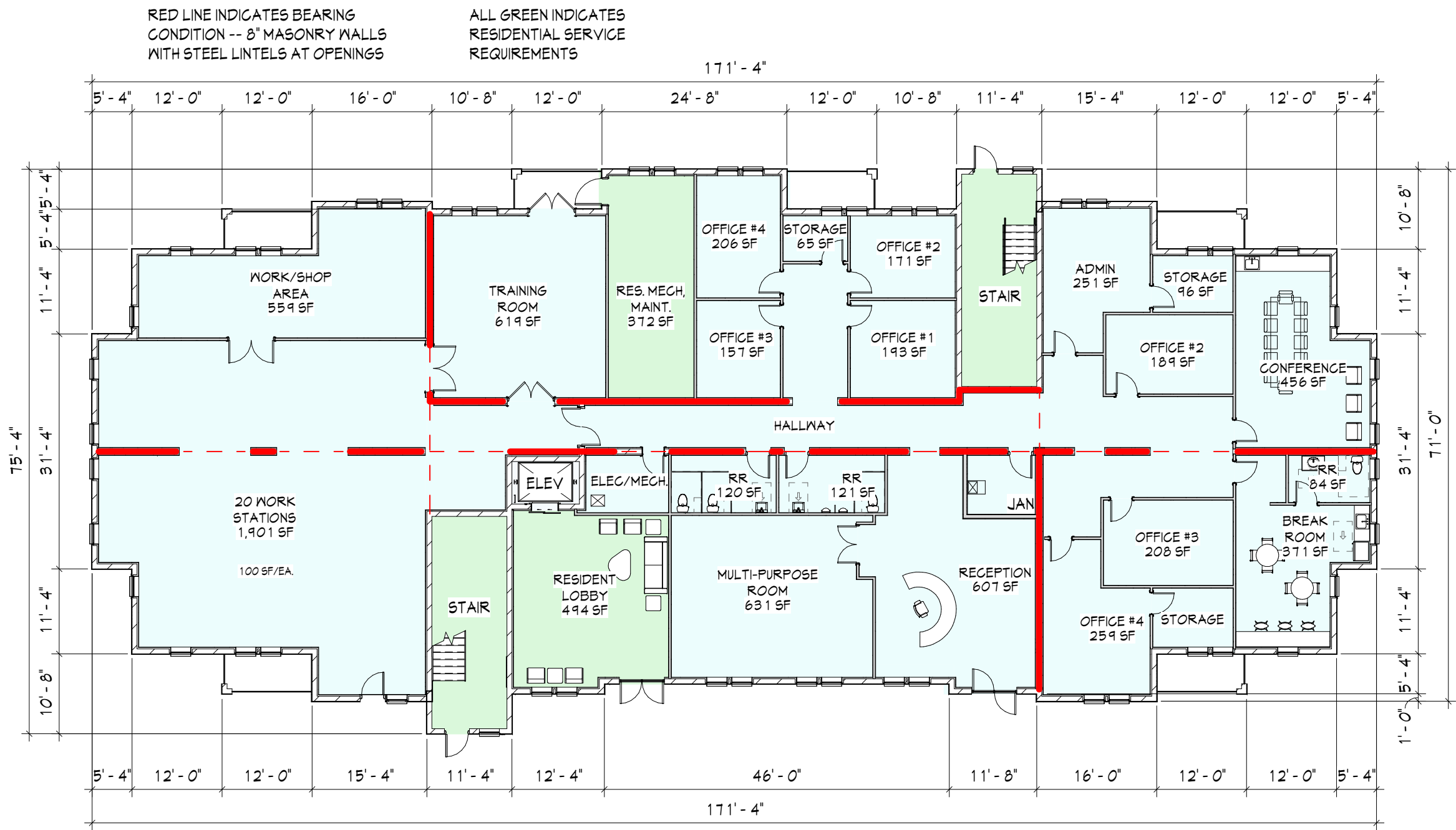
ELECTRICAL
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DESIGN

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FIRST FLOOR
PLAN - BLDG A

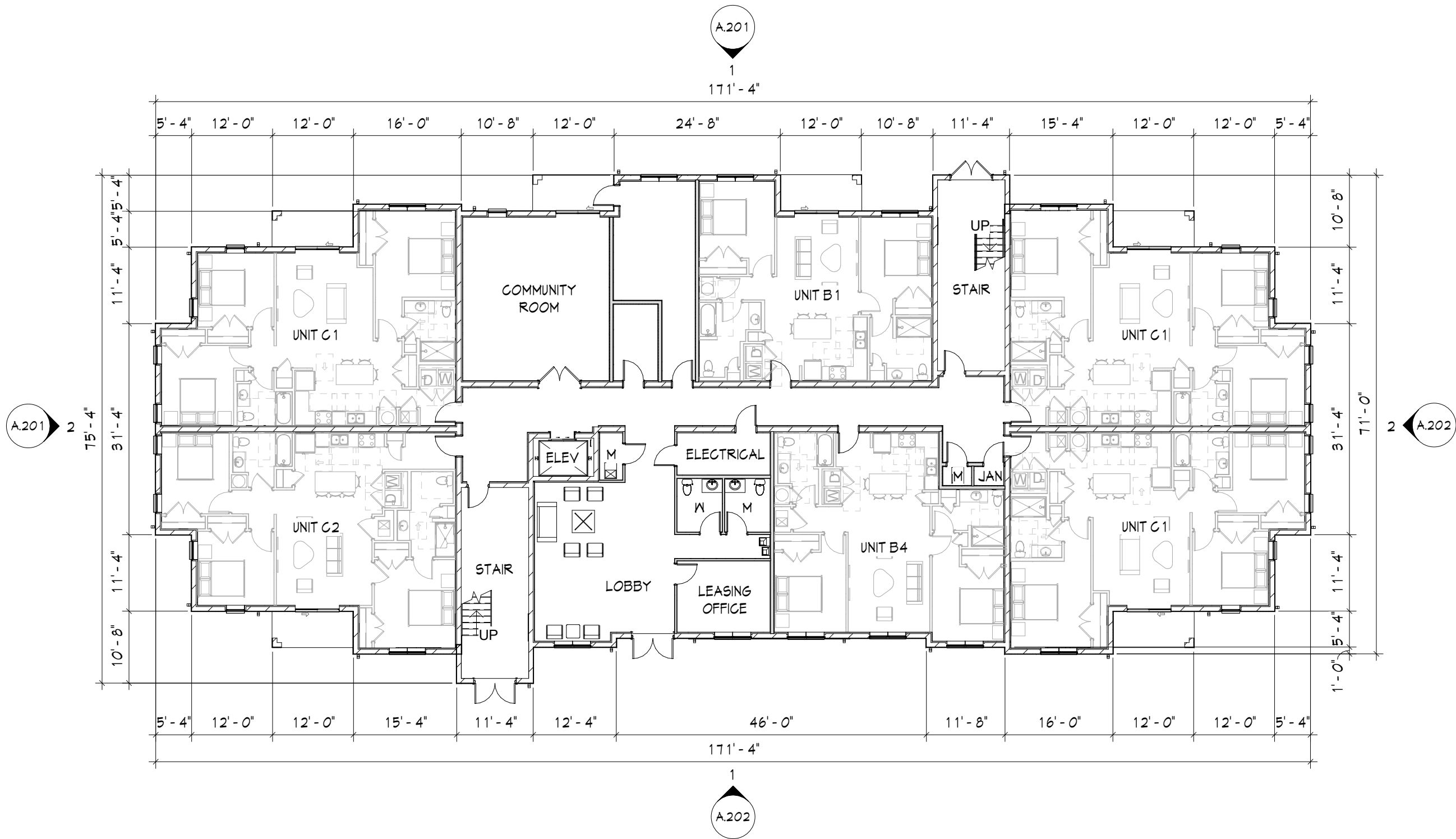
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FIRST FLOOR PLAN - BLDG A 1/16" = 1'-0"

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FIRST FLOOR
PLAN - BLDG B

A1.1b

FIRST FLOOR PLAN - BLDG B

1/16" = 1'-0"

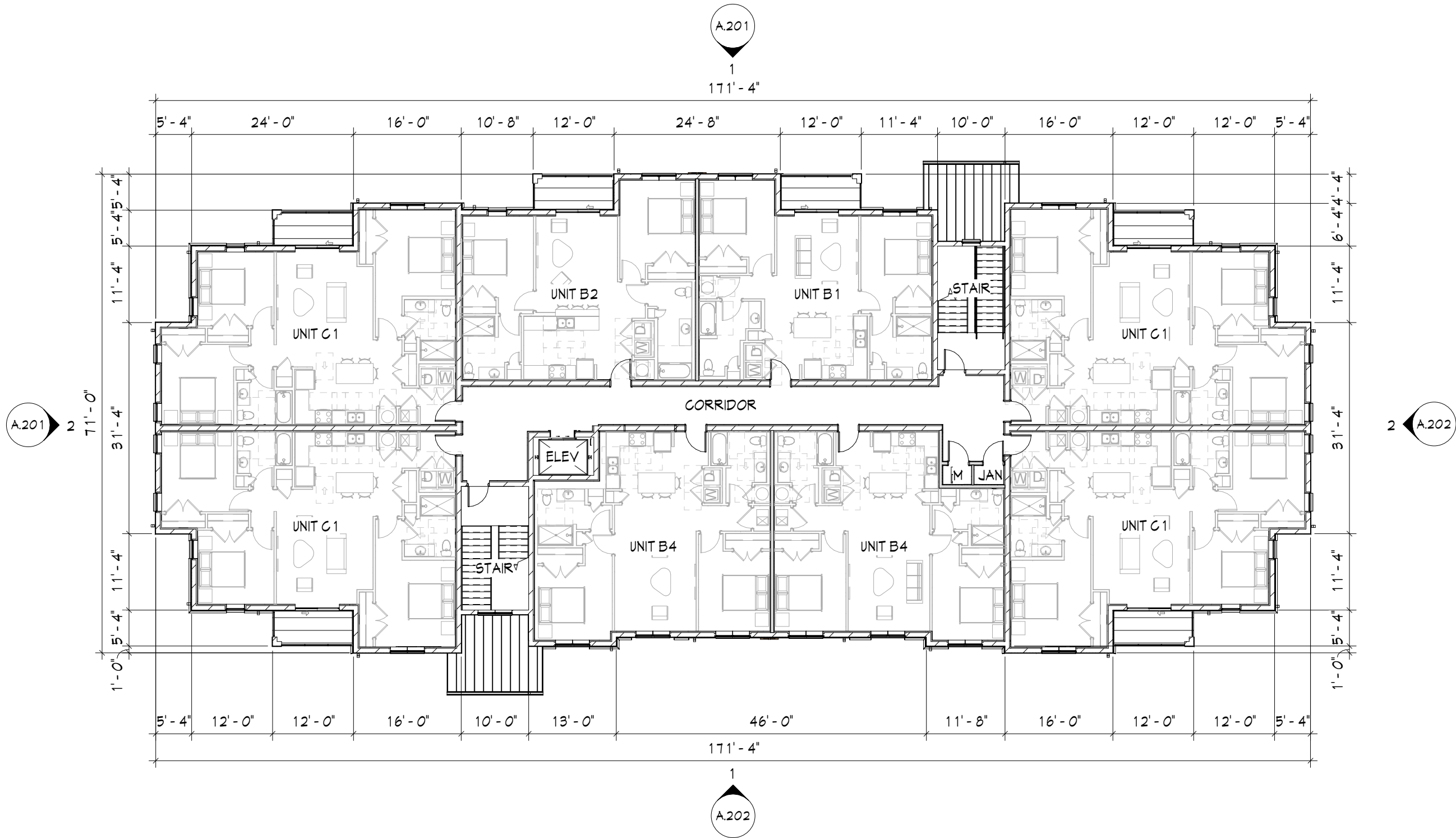
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SECOND FLOOR
PLAN

A1.2

SECOND FLOOR PLAN - BLDG A&B 1/16" = 1'-0"

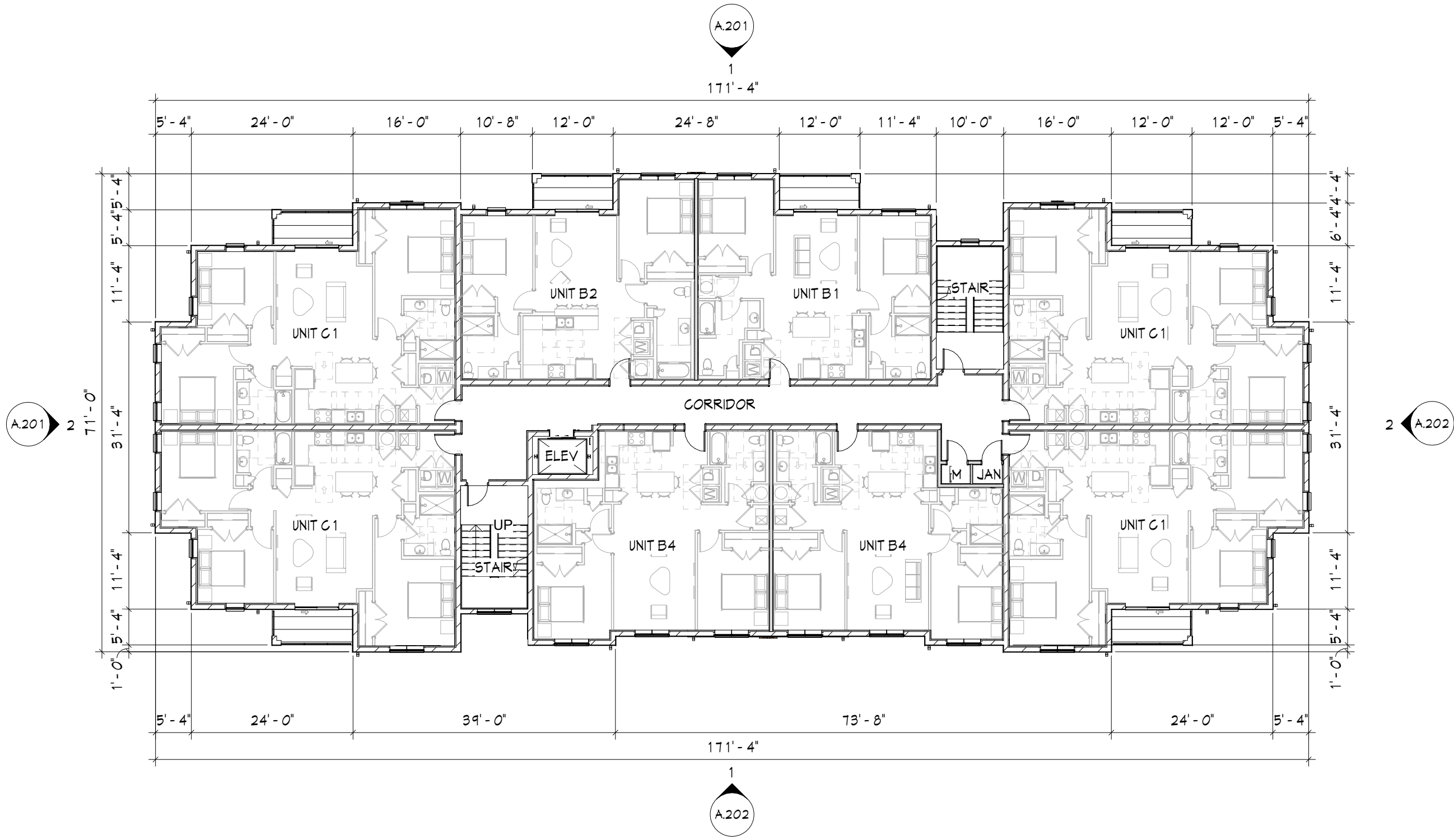
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THIRD FLOOR
PLAN

A1.3

THIRD FLOOR PLAN - BLDG A&B 1/16" = 1'-0"

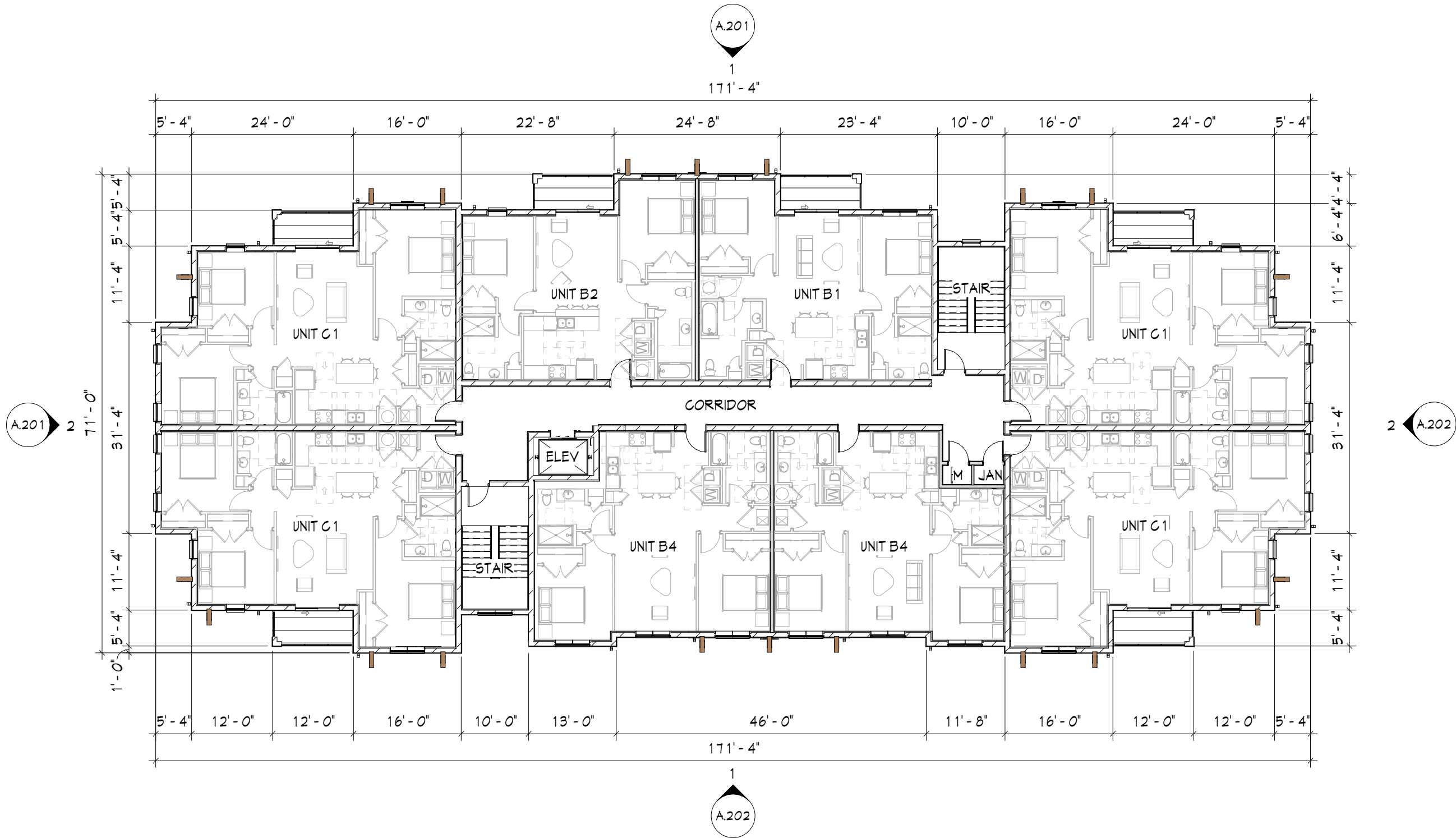
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SCHEMATIC
DESIGN

DATE: 04/24/2023
PROJECT #: 22129

FOURTH FLOOR
PLAN

A1.4

FOURTH FLOOR PLAN - BLDG A&B 1/16" = 1'-0"

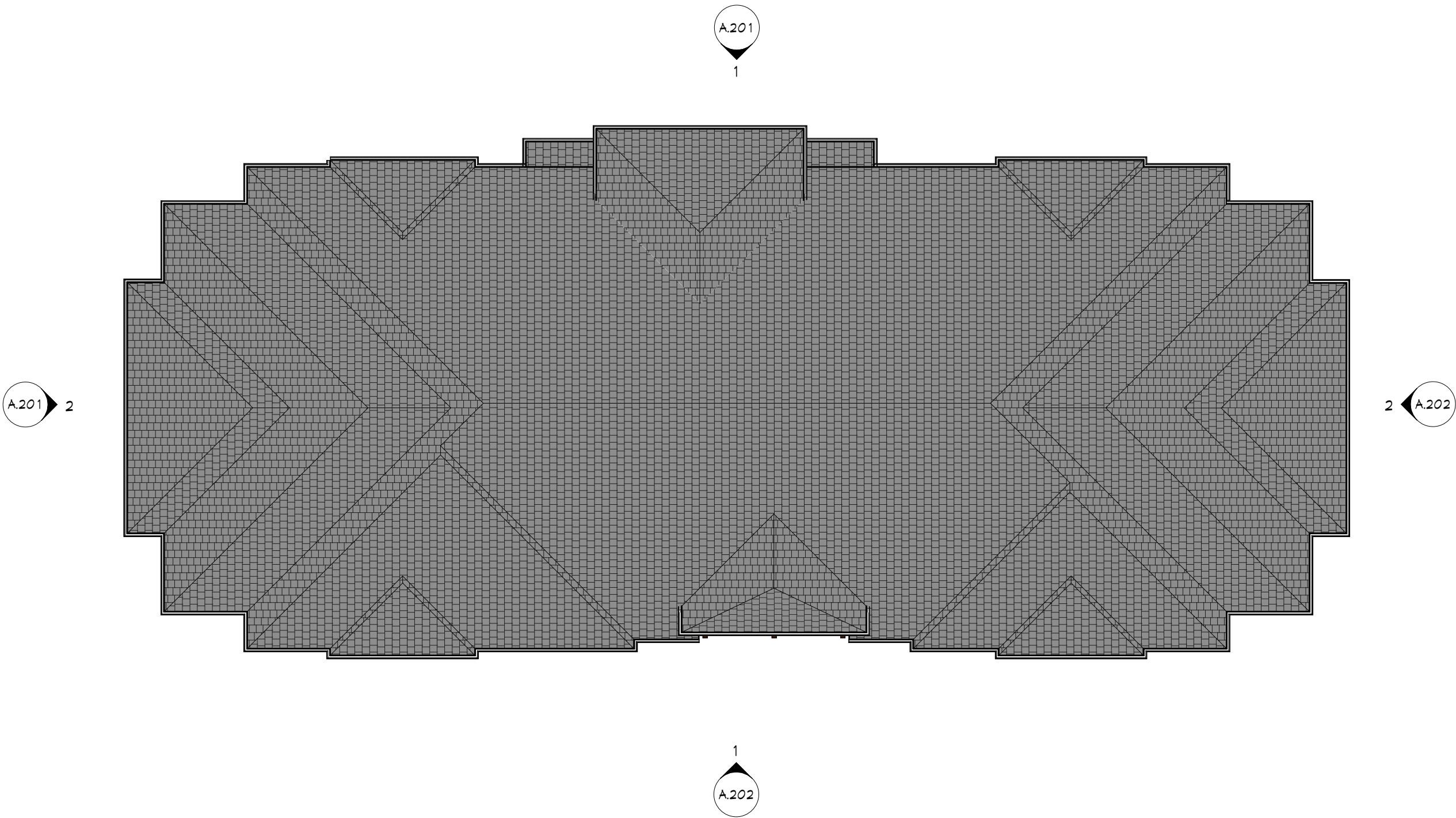
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ARCHITECTURE | INTERIOR DESIGN | ENGINEERING
1398 GOODALE BOULEVARD, COLUMBUS, OHIO 43212
P 614.221.1110 berardipartners.com

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SCHEMATIC
DESIGN

DATE: 04/24/2023
PROJECT #: 22129

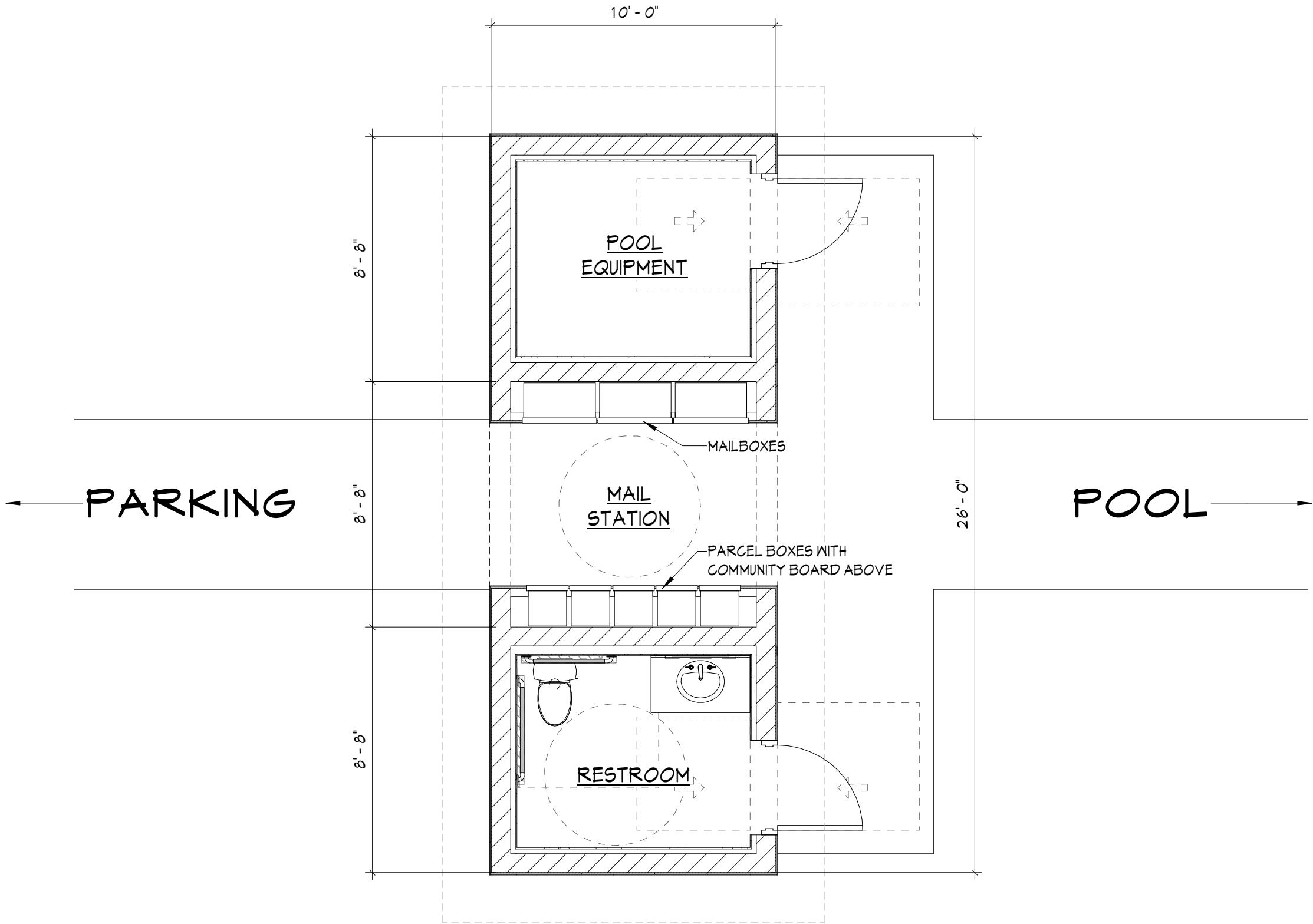
BUILDING ROOF
PLAN

A1.5

ROOF PLAN 1/16" = 1'-0"

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SCHEMATIC
DESIGN

DATE: 12/12/2022
PROJECT #: 22129

POOL BUILDING

A1.6

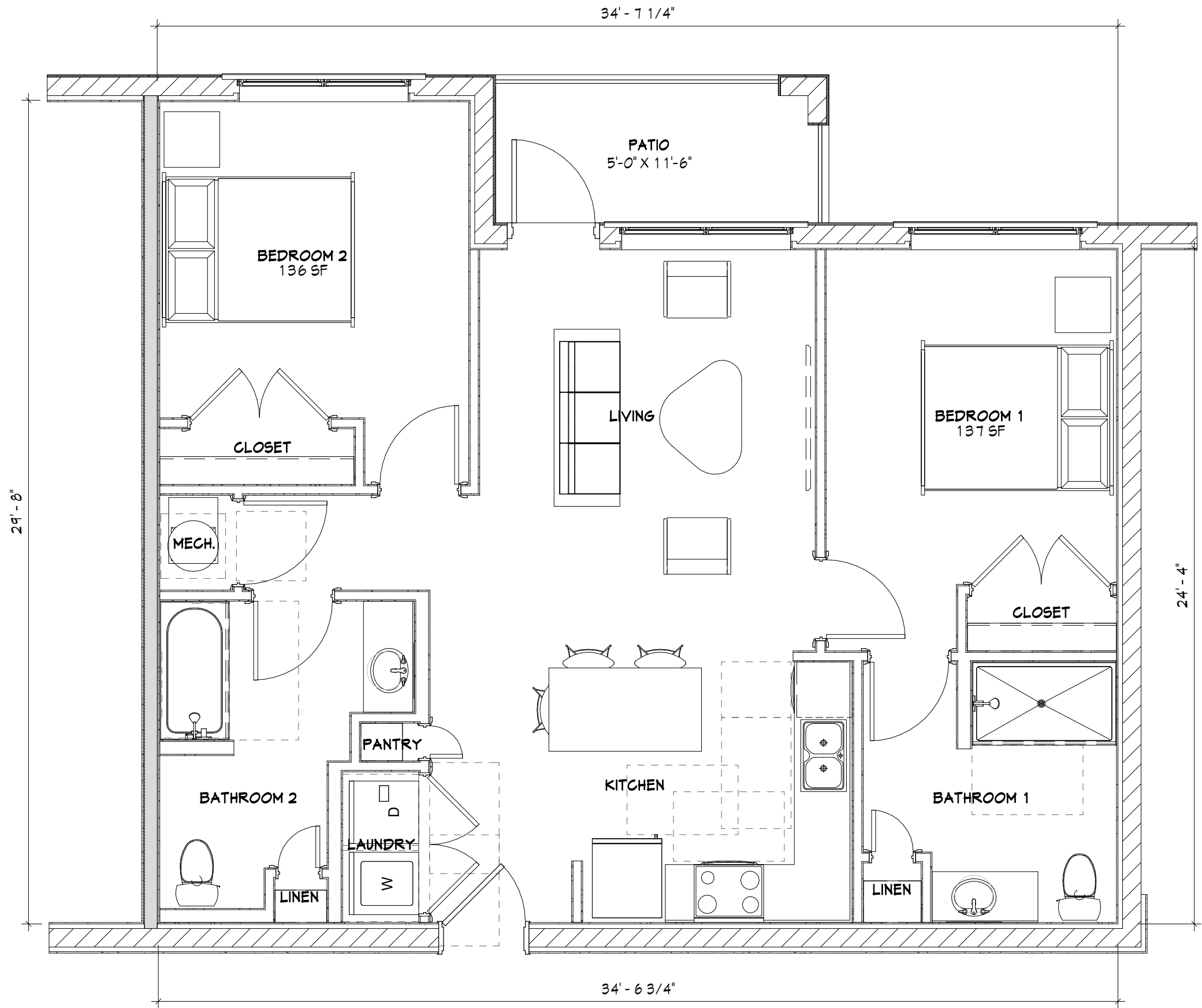
1
A1.6

POOL BUILDING
1/4" = 1'-0"

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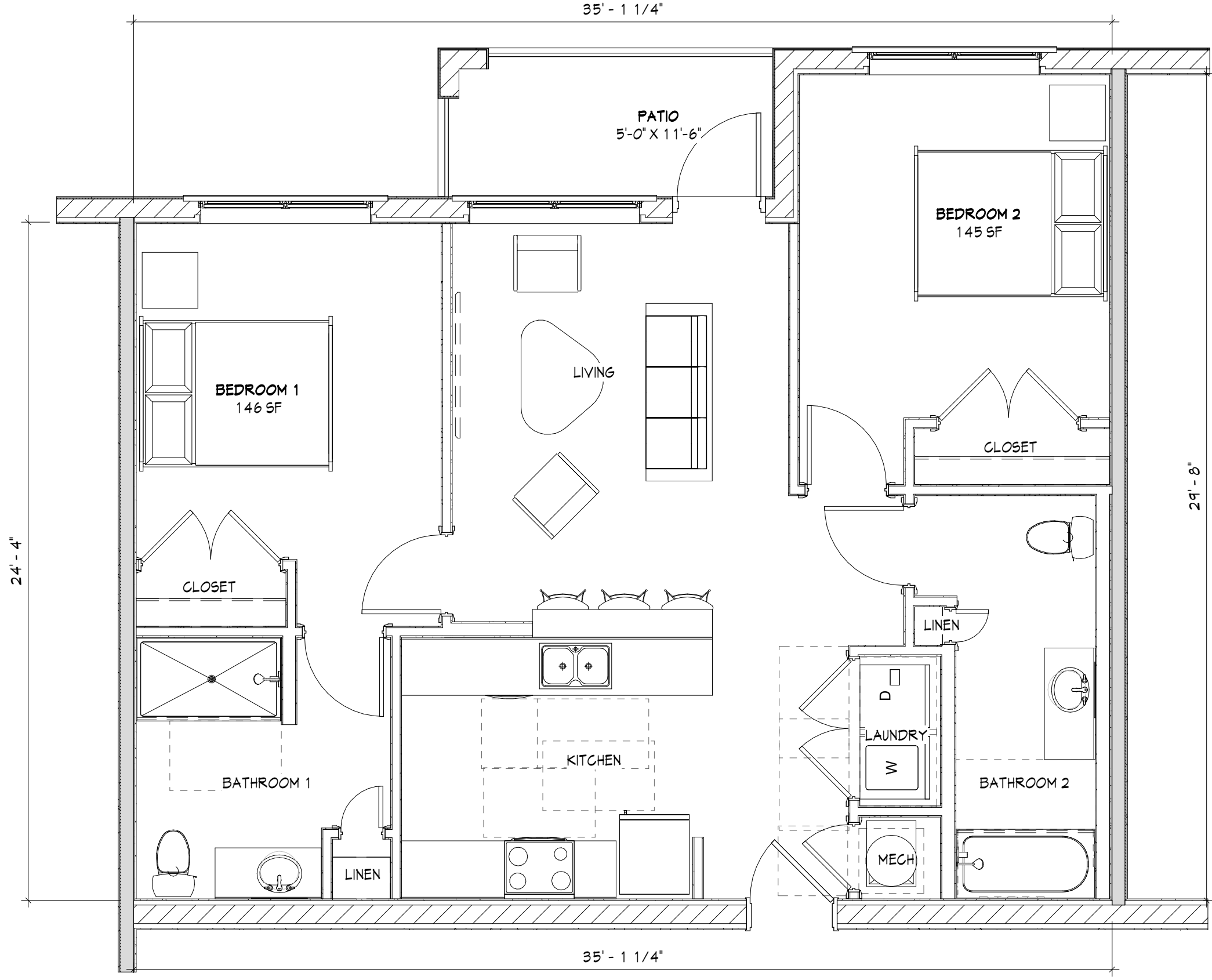
SCHEMATIC
DESIGN

DATE: 04/24/2023
PROJECT #: 22129

ENLARGED
UNIT PLAN - B1

A3.1

UNIT B1 1/4" = 1'-0"
1,003 GSF



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SCHEMATIC
DESIGN

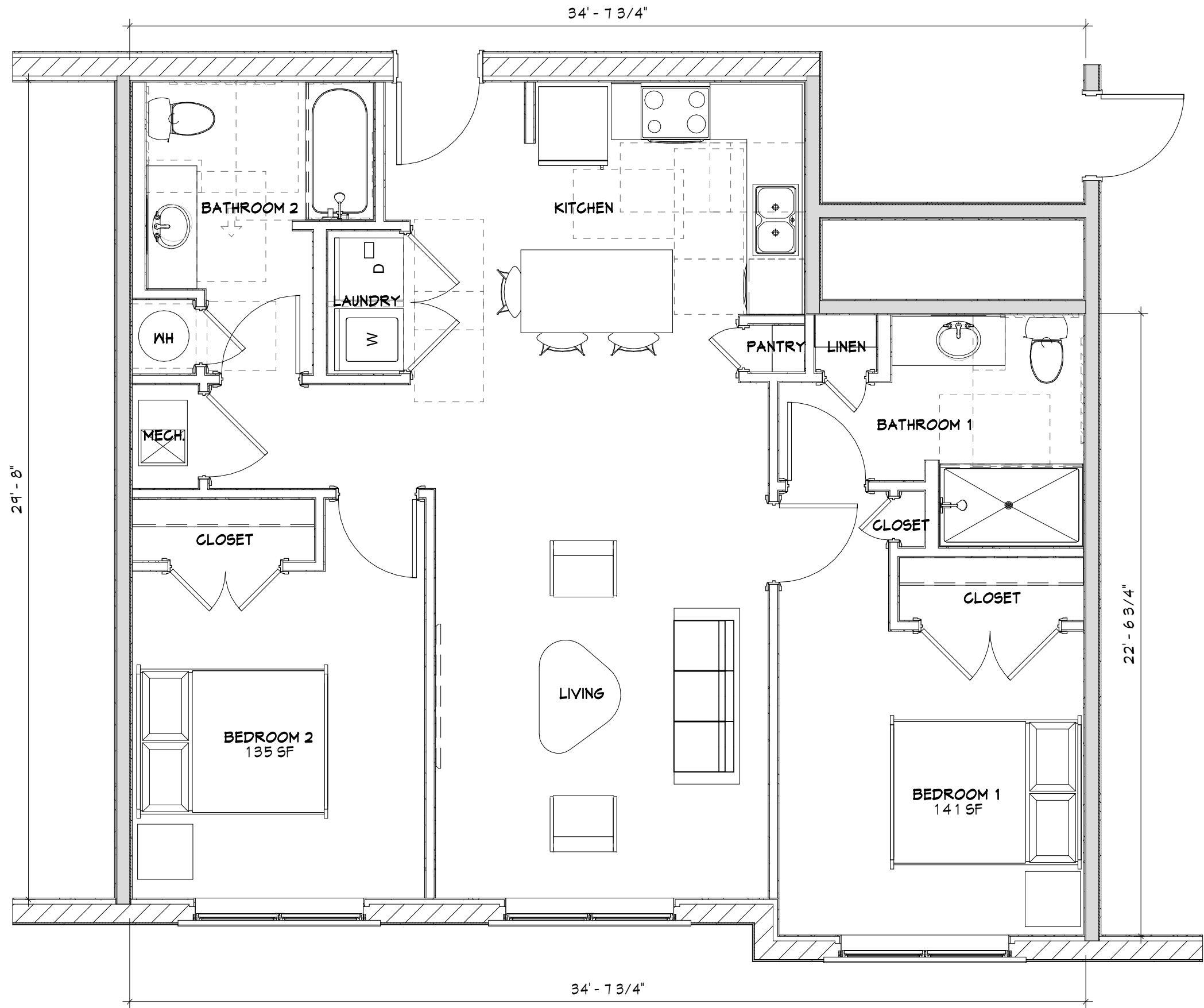
DATE: 04/24/2023
PROJECT #: 22129

ENLARGED
UNIT PLAN - B2

A3.2

UNIT B2 11X17 1/4" = 1'-0"
1,025 GSF

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SCHEMATIC
DESIGN

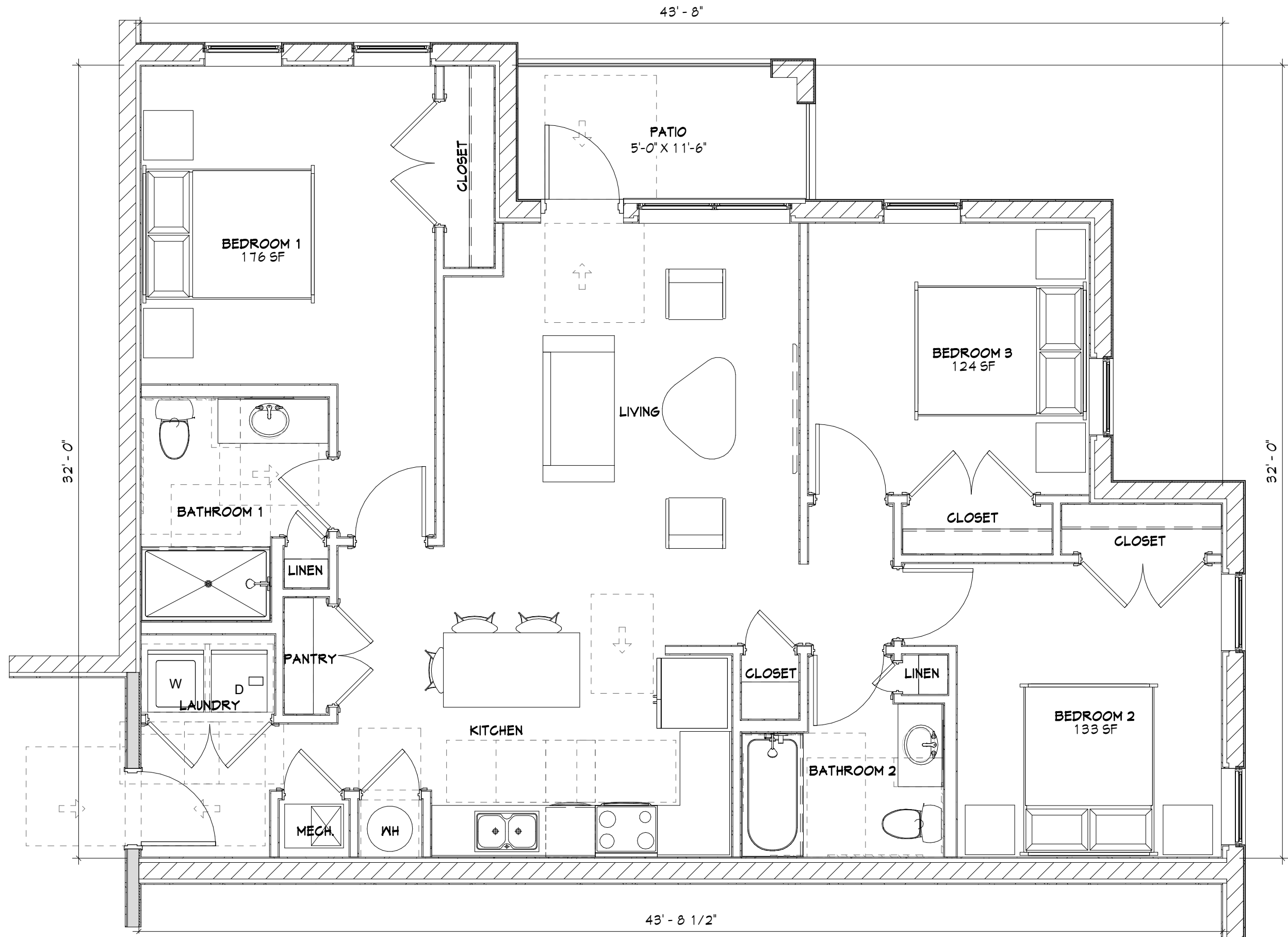
DATE: 04/24/2023
PROJECT #: 22129

ENLARGED
UNIT PLAN - B4

A3.3

UNIT B4 1/4" = 1'-0"
1,048 GSF

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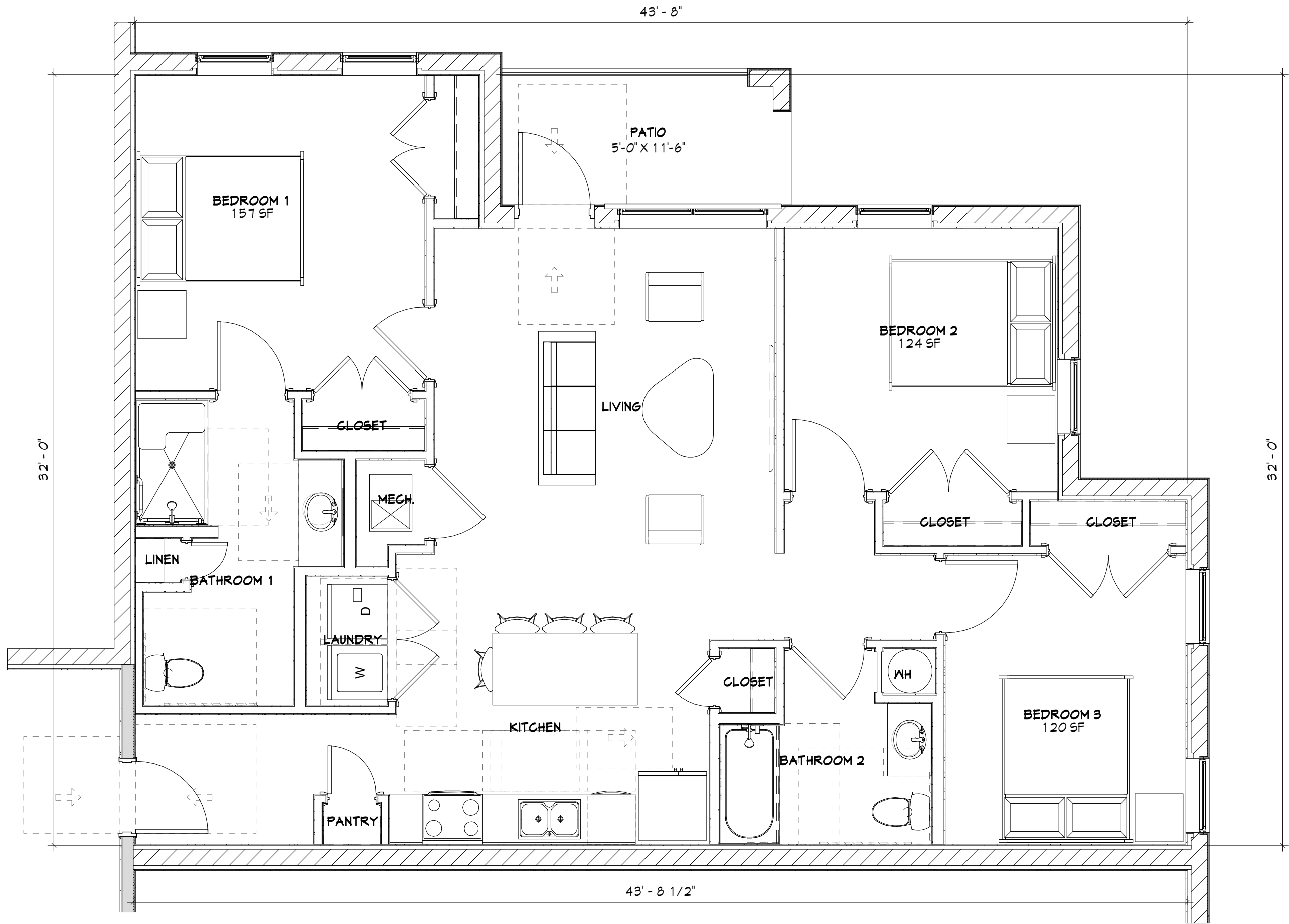
SCHEMATIC
DESIGN

DATE: 04/24/2023
PROJECT #: 22129

ENLARGED
UNIT PLAN - C1

A3.4

UNIT C1 1/4" = 1'-0"
1,245 GSF



VILLAGE OF VALOR

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SCHEMATIC
DESIGN

DATE: 04/24/2023
PROJECT #: 22129

ENLARGED
UNIT PLAN - C2

A3.5

UNIT C2 - TYPE A 1/4" = 1'-0"
1,245 GSF

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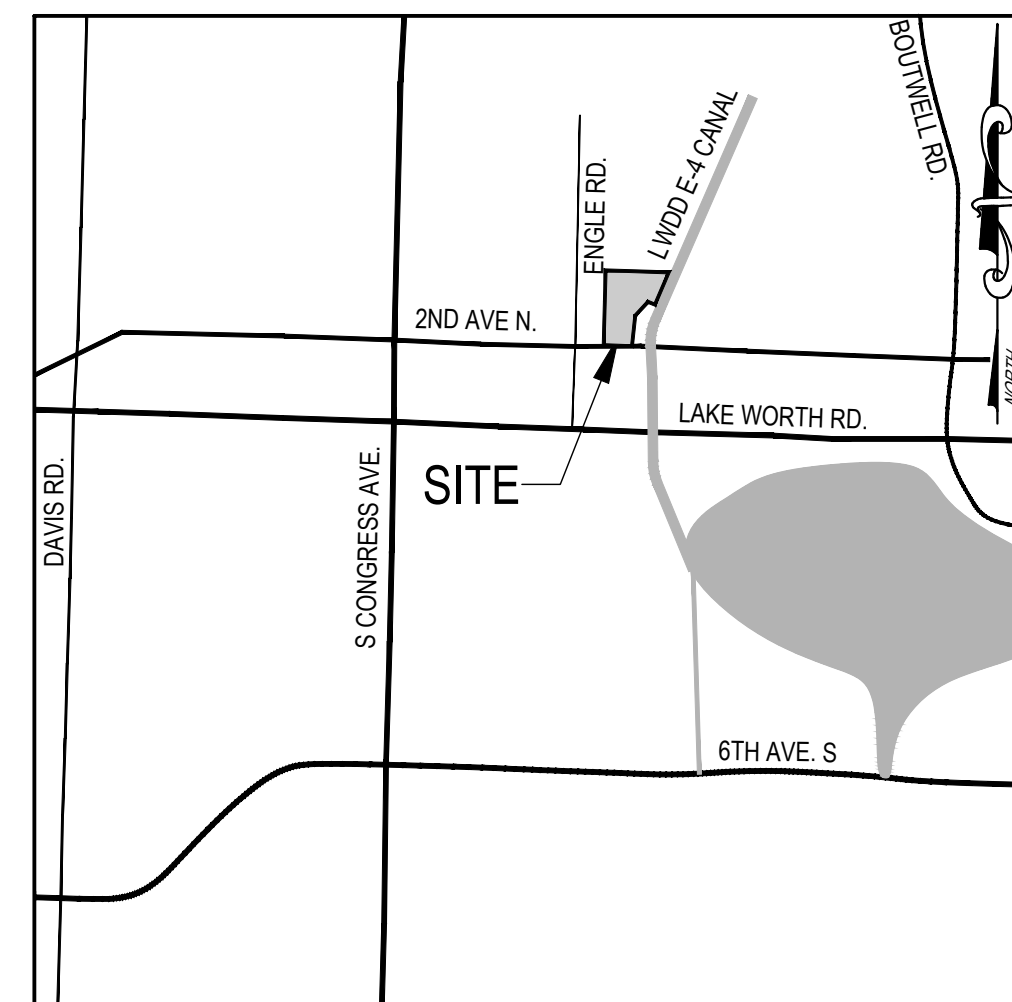
1/31/2023 3:58:37 PM

CIVIL ENGINEERING PLANS
FOR
VILLAGE OF VALOR
WEST
PALM SPRINGS, FLORIDA

OWNER:



VILLAGE OF VALOR, LTD
3175 S. CONGRESS AVENUE, SUITE 310
PALM SPRINGS, FLORIDA 33461
TEL: 561-968-1612
INFO@VILLAGEOFVALOR.ORG



SEC 20. - TWP. 44S - RGE. 43E
LOCATION MAP
 N.T.S.



INDEX OF SHEETS

No.	DESCRIPTION	DATE	REV
C0.0	COVER SHEET	02/16/23	1
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C0.2	GENERAL NOTES	10/20/22	0
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C2.1	SIGNING, STRIPING & GEOMETRIC PLAN	04/24/23	2
C3.1	PAVING, GRADING & DRAINAGE PLAN	04/24/23	2
C4.1	PAVING, GRADING & DRAINAGE DETAILS	10/20/22	0
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C5.1	POTABLE WATER & SANITARY SEWER PLAN	04/24/23	2
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C7.8	WASTEWATER #4 STANDARD DETAILS	10/20/22	0
C7.9	WASTEWATER #5 STANDARD DETAILS	10/20/22	0
C8.1	MOPS PRIVATE SEWER PUMP STATION	02/16/23	1



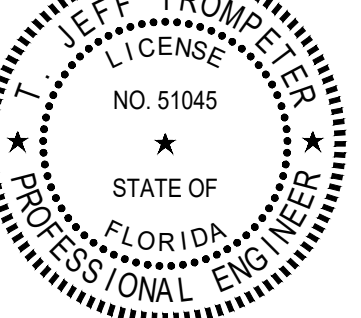
SHELBORNE

VILLAGE OF VALOR

PALM SPRINGS, FL

APPROVED BY:

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
JEFF TROMPETER, P.E. ON THE DATE ADJACENT TO THE
EAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.



CDI PROJECT NO.
14414-03

DATE: 10/20/2022

DESIGNED: CDI

DRAWN: CDI

[illegible]

COVER SHEET

C0.0

COORDINATION OF DRAWINGS AND DISCIPLINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL DRAWINGS AND SPECIFICATIONS FOR COMPLETENESS AND ACCURACY. FURTHER CONTRACTOR IS COORDINATE ALL TRADES AND DISCIPLINES PROPERLY. ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING.

2. **BUILDINGS.** CONTRACTOR IS ADVISED THAT THE BUILDINGS AND ASSOCIATED SYSTEMS MAY STILL BE UNDER DESIGN AND/OR REVIEW. AS SUCH, THERE MAY BE MODIFICATIONS TO SERVICE LINES (MATERIALS, SIZES, LOCATIONS, DEPTHS, ETC.) AS THE BUILDING DOCUMENTS ARE FINALIZED AND PERMITTED.

3. **SAFETY.** IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE RESPECTIVE UTILITY PROVIDER ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND LINES. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BEFORE EXISTING OVERHEAD LINES PRIOR TO WORKING WITHIN THE VICINITY OF THE LINES.

4. **FAMILIARITY WITH SITE CONDITIONS.** THE CONTRACTOR SHALL VISIT THE SITE AND ACQUAINT HIMSELF WITH ALL EXISTING CONDITIONS. MAKE HIS OWN SUBSURFACE INVESTIGATION TO SATISFY HIMSELF AS TO THE SITE AND SUBSURFACE CONDITIONS, BUT SUCH SUBSURFACE INVESTIGATIONS SHALL BE PERFORMED ONLY UNDER TIME SCHEDULES AND ARRANGEMENTS APPROVED IN ADVANCE BY THE OWNER'S REPRESENTATIVE AND ENGINEER. THE EXISTING GRADES SHOWN ON THE DRAWINGS ARE APPROXIMATE ONLY AND NO REPRESENTATION IS MADE AS TO THEIR ACCURACY OR CONSISTENCY. THE CONTRACTOR SHALL VERIFY ALL EXISTING GRADES TO THE EXTENT NECESSARY TO INSURE COMPLETION OF THE JOB TO THE PROPOSED GRADES INDICATED ON THE DRAWINGS.

5. **WORKMANSHIP.** ALL WORK SHALL BE PERFORMED IN A WORKMANSHIP-LIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES, INCLUDING OSHA.

6. **ELEVATIONS.** ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88).

7. **SITE PLAN.** REFER TO SITE PLAN FOR ADDITIONAL INFORMATION.

8. **SURVEY.** REFER TO SURVEY PREPARED BY CAULFIELD & WHEELER, INC. FOR ADDITIONAL INFORMATION.

9. **BENCHMARK.** REFER TO SURVEY BY CAULFIELD & WHEELER, INC. FOR BENCHMARK LOCATIONS AND ELEVATIONS.

10. **FIELD LOCATIONS.** THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL OF FLORIDA, INC. (1-800-432-4779)" AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION. THE CONTRACTOR SHALL GIVE ADEQUATE NOTIFICATION TO ALL AFFECTED UTILITY OWNERS FOR REMOVAL, RELOCATION AND ALTERATION OF THEIR EXISTING FACILITIES.

11. **PROTECTION OF UTILITIES.** THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF ALL EXISTING AND NEWLY INSTALLED ABOVE GROUND UNDERGROUND, AND ON THE SURFACE STRUCTURES AND UTILITIES FROM DAMAGE OR SERVICE DISRUPTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.

12. **EXISTING UTILITIES.** EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE EXISTING UTILITIES SHOWN ON THE PLANS OR FOR ANY EXISTING UTILITIES THAT ARE NOT SHOWN ON THE PLANS. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS FOR FIELD LOCATIONS OF EXISTING UTILITIES. ANY RELOCATIONS OF THE VARIOUS EXISTING UTILITIES SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY PROVIDER IN A TIMELY MANNER TO MINIMIZE IMPACT ON THE CONSTRUCTION SCHEDULE. ANY DELAY CAUSED DUE TO THE RELOCATION OF UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. ALL COSTS ASSOCIATED WITH VERIFICATION, PROTECTION OF EXISTING SYSTEMS OR CONNECTION TO THOSE SYSTEMS AS IDENTIFIED ON THE PLANS SHALL BE INCLUDED IN THE CONTRACTOR'S BID.

13. **EXISTING UTILITIES.** PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UTILITIES AND SOILS CONDITIONS AND SHALL NOTIFY THE ENGINEER IN THE EVENT OF ANY DISCREPANCIES WITH THE PLANS.

14. **FIELD REVIEWS.** THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY, LABOR AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE COUNTY, OWNER, INVOLVED UTILITY COMPANIES, PROJECT ENGINEER, AND REGULATORY AGENCIES. ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL OTHER THAN THE OWNER'S SHALL BE REPORTED TO THE ENGINEER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY THE ENGINEER OR OWNER.

15. **DIFFERING SITE CONDITIONS.** THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND THE FIELD CONDITIONS PRIOR TO CONSTRUCTION IN THE AREA OF CONFLICT. ANY DIFFERING SITE CONDITIONS FROM THAT WHICH ARE REPRESENTED ON THE PLANS, WHETHER ABOVE, ON OR BELOW THE SURFACE OF THE GROUND, ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND THE OWNER IN WRITING.

16. **REQUIRED PERMITS.** IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND AT THE JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS. PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT INCLUDE:

17. **DEWATERING.** THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ANY DEWATERING PERMITS AND/OR APPROVALS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED FACILITIES AND SYSTEMS.

18. **PERMITS.** THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND/OR LICENSES TO COMMENCE CONSTRUCTION.

19. **USE OF EXISTING MATERIALS.** NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.

20. **EXISTING LANDSCAPE.** CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN ON THE PLAN OR DESIGNATED IN THE FIELD.

21. **SHOP DRAWINGS.** THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, PRODUCT DATA, MATERIAL SPECIFICATIONS AND OTHER INFORMATION REGARDING CONSTRUCTION MATERIALS AND STRUCTURES AS REQUESTED BY THE OWNER, ENGINEER OR JURISDICTIONAL AGENCY. SHOP DRAWINGS MUST BE NEWLY PREPARED INFORMATION, DRAWN TO ACCURATE SCALE. DO NOT REPRODUCE CONTRACT DOCUMENTS OR COPY STANDARD INFORMATION AS THE BASIS OF SHOP DRAWINGS. STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT WILL NOT BE CONSIDERED A SHOP DRAWING.

A. BY SUBMITTAL OF ANY SHOP DRAWINGS OR CATALOG DATA, BEARING AN APPROVAL STAMP, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, DIMENSIONS, CATALOG NUMBERS AND SIMILAR DATA, OR WILL DO SO, AND THAT IT HAS CHECKED AND COORDINATED EACH ITEM WITH OTHER APPLICABLE APPROVED SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS.

B. SHOP DRAWINGS AND CATALOG DATA SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. APPROVAL OF SHOP DRAWINGS, SAMPLES, OR CATALOG DATA BY THE ENGINEER SHALL NOT AUTHORIZE ANY DEVIATION FROM THE REQUIREMENT OF THE CONTRACT DOCUMENTS.

C. ANY PROPOSED SUBSTITUTE OR EQUAL TO THE THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE ACCOMPANIED BY CALCULATIONS SUBSTANTIATING EQUIVALENCY. SHOP DRAWINGS WITH SUBSTITUTE MATERIALS NOT ACCOMPANIED BY CALCULATIONS WILL BE RETURNED WITHOUT REVIEW.

D. THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER IN WRITING OF ANY DISCREPANCIES.

E. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

22. **TESTING.** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTS TO BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY APPROVED BY THE ENGINEER. THE CONTRACTOR UNDERSTANDS THAT ANY AND ALL TESTS, INSPECTIONS, PROCEDURES INCLUDING ALL LABOR, MATERIALS, TIME AND EFFORT IN ORDER TO HAVE ALL WORK DESIGNATED AS FINAL BY THE RESPECTIVE JURISDICTIONAL AUTHORITIES AND THAT SUCH TESTS, INSPECTIONS AND PROCEDURES ARE INCLUDED IN THE BID.

23. **RECORD DRAWINGS.** RECORD DRAWINGS SHALL BE SUBMITTED IN SUFFICIENT QUANTITIES AS REQUIRED BY THE OWNER, ENGINEER AND JURISDICTIONAL AGENCIES TO COMPLETE THE CLOSE-OUT OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH ADEQUATE RECORD DRAWING INFORMATION, WHICH HAS BEEN PREPARED BY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THE SURVEYOR SHALL SIGN AND SEAL THE RECORD DRAWINGS. THE FOLLOWING SHALL BE THE MINIMUM REQUIREMENTS FOR RECORD DRAWING INFORMATION:

A. THE WORDS "RECORD DRAWINGS" SHALL BE WRITTEN IN BOLD LETTERS IN A CONSPICUOUS PLACE. NO RUBBER STAMP ON PLANS OR MYLARS SHALL BE ACCEPTED.

B. ANY SIGNIFICANT CHANGES IN ALIGNMENT, PIPE CONFLICTS, LOCATION OF STORM MANHOLES, CATCH BASINS, ETC. SHALL BE SHOWN TO SCALE ON RECORD DRAWINGS. THE "PROPOSED" ALIGNMENT, ETC. SHALL BE CROSSED OUT.

C. THE DRAWINGS SHALL BE LEGIBLE AND THE AS-BUILT DIMENSIONS EASY TO IDENTIFY.

D. DATA FOR ALL STRUCTURES (RIM, INVERTS), PIPE SLOPES, AND PIPE LENGTHS AS CONSTRUCTED SHALL BE SHOWN ON THE PLAN SHEET NEXT TO "PROPOSED" DIMENSIONS. THE "PROPOSED" NUMBERS SHALL BE CROSSED OUT IF THE ASBUILT CONDITION IS THE SAME AS THE PROPOSED INFORMATION, THEN THE PROPOSED INFORMATION WILL BE CROSSED OUT AND THE ASBUILT DATA WRITTEN.

E. PERIMETER BERM ELEVATIONS ADJACENT TO THE PROPERTY LINES SHALL BE PROVIDED EVERY 200 LINEAR FEET MINIMUM.

24. **FINAL UTILITY ADJUSTMENTS.** ALL UTILITIES SHALL BE ADJUSTED TO NEW FINISH GRADES AND PROPERLY SET TO PAVEMENT CROSS SLOPE AS REQUIRED.

BACKFLOW PREVENTION ASSEMBLY	RPZ
BUFFER EASEMENT	B.E.
BUTTERFLY VALVE	BFV
CLEANOUT	CO
CONCRETE	CONC.
CONTROL WATER ELEVATION	C.W.E.
CORRUGATED ALUMINUM PIPE	CAP
DOUBLE CHECK DETECTOR ASSEMBLY	DCDA
EXISTING	EXIST. / EX
FIRE HYDRANT	FH
GATE VALVE	GV
LAKE MAINTENANCE EASEMENT	L.M.E.
MANHOLE	MH
MINIMUM	MIN.
POLYVINYL CHLORIDE	PVC
PROPOSED	PROP.
PROPERTY LINE	P/L
RAINWATER LEADER	RWL
REINFORCED CONCRETE PIPE	RCP
RIGHT-OF-WAY	R/W
SANITARY	SAN
SERVICE	SVC
SIZE DIAMETER RATIO	SDR
STORM	STM
STORM MANHOLE	SMH
TYPICAL	TYP
UNKNOWN	UNK
UTILITY EASEMENT	U.E.
WATER	WTR
WATERMAIN	WM



VILLAGE OF VALOR

PALM SPRINGS, FL

APPROVED BY:

T. Jeff Trompeter, State of Florida, Professional Engineer, License No. 51045

This item has been digitally signed and sealed by T. Jeff Trompeter, P.E., on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CDI PROJECT NO.
14414-03

DATE: 10/20/2022

DESIGNED: CDI

DRAWN: CDI

[illegible]

GENERAL NOTES

C0.1

SITE DEMOLITION AND EROSION CONTROL NOTES

1. **SITE ACCESS:** SUITABLE STABILIZED ROADS ARE TO BE PROVIDED DURING CONSTRUCTION FOR FIRE AND PARAMEDICAL ACCESS.
2. **SITE:** CONTRACTOR ACCEPTS THE SITE AS IS. ANY REPAIRS TO EXISTING SITE ELEMENTS INCLUDING PAVEMENT, SIDEWALKS, CURBING, DRAINAGE, SANITARY SEWER, WATER, SIGNAGE & STRIPING SHALL BE INCLUDED IN THE BID PRICE.
3. **EROSION CONTROL:** THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION AND TURBIDITY BARRIERS PRIOR TO AND DURING CONSTRUCTION TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS FOR OFFSITE DISCHARGES. THESE BARRIERS SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED, SOILS ARE STABILIZED, AND VEGETATION HAS BEEN ESTABLISHED. REFERENCE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS INDICES 102, 103 AND 106 FOR TYPICAL INSTALLATION DETAILS.
4. **FILTER FABRIC:** FILTER FABRIC SHALL BE INSTALLED ON ALL CATCH BASIN GRATES AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
5. **ADJACENT IMPACTS:** CONTRACTOR SHALL PROTECT ADJACENT WATER BODIES, WETLANDS AND PROPERTIES FROM DAMAGE BY SEDIMENTATION OR OTHER POTENTIAL CONSTRUCTION RELATED CAUSES.
6. **SILT FENCES:** SILT FENCES SHALL BE INSTALLED AND MAINTAINED AROUND ALL CLEARING PERIMETERS.
7. **SITE CLEARING:** CLEAR AREAS INDICATED SHALL BE COMPLETELY CLEAR OF ALL TIMBER, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER DEBRIS AND OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE GROUND. THIS DEBRIS SHALL BE DISPOSED OF IN A LEGAL MANNER. BURNING OF THIS MATERIAL IS NOT PERMITTED UNLESS THE CONTRACTOR OBTAINS SPECIFIC PERMITS ALLOWING SUCH ACTIVITY.

GEOMETRIC, SIGNING, AND STRIPING NOTES:

1. **DIMENSIONS.** ALL DIMENSIONS TO EDGE OF PAVEMENT OR FACE OF CURB UNLESS OTHERWISE NOTED.
2. **REFERENCES.** WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), FDOT TRAFFIC DESIGN STANDARDS (LATEST EDITION), MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST EDITION) AND THE PALM BEACH COUNTY TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS (LATEST EDITION). ALL REFERENCES ARE INCORPORATED INTO THE PLAN DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF THE REFERENCES.
3. **PARKING LOT STRIPING.** ALL PARKING STALL STRIPING SHALL BE TRAFFIC PAINT AND CONFORM TO THE RESPECTIVE JURISDICTIONAL AUTHORITY REQUIREMENTS.
4. **ROADWAY STRIPING.** ALL ROADWAY STRIPING, DOUBLE YELLOW STRIPING & STOP BARS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH THE RESPECTIVE JURISDICTIONAL AUTHORITY REQUIREMENTS.
5. **BUILDING TIES AND DIMENSIONS.** BUILDING TIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY WITH ARCHITECTURAL PLANS. BUILDINGS SHOWN ON THESE DRAWINGS MAY NOT REFLECT MINOR ARCHITECTURAL REVISIONS AND SHOULD NOT BE RELIED UPON FOR STAKING OF BUILDINGS. CONTRACTOR SHOULD OBTAIN LATEST ARCHITECTURAL INFORMATION AND ESTABLISH GEOMETRIC DATA FOR STAKING. SHOULD THE CONTRACTOR IDENTIFY A CONFLICT BETWEEN THE ARCHITECTURAL INFORMATION AND THESE DRAWINGS, NOTIFY THE ENGINEER IN WRITING.
6. **MAINTENANCE OF TRAFFIC.** CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING A PROPER TRAFFIC MAINTENANCE AND CONTROL PLAN IN ACCORDANCE WITH REGULATORY STANDARDS. INCLUDED WILL BE THE LABOR, EQUIPMENT AND MATERIALS REQUIRED TO IMPLEMENT THAT PLAN. ALL WORK MUST BE DONE IN ACCORDANCE WITH AGENCY REQUIREMENTS AND ANY REQUIRED PERMITS OR APPROVALS MUST BE APPLIED FOR AND OBTAINED BY THE CONTRACTOR.

PAVING, GRADING, AND DRAINAGE NOTES:

1. **REFERENCES.** WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND FOOT ROADWAY TRAFFIC DESIGN STANDARDS, LATEST EDITION. ALL FDOT INDICES ARE INCORPORATED AS PLAN REFERENCES. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF THE LATEST EDITION OF THE FDOT INDICES.
2. **SITE FAMILIARIZATION.** PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC MATERIAL, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFFSITE AND MATERIALS TO BE DISPOSED OF OFFSITE. ANY DELAY, INCONVENIENCE OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFFSITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
3. **SITE FILL BALANCE.** IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE CONDITIONS OF SOIL DURING THE BID PREPARATION TO DETERMINE IF ANY OFF SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.
4. **RESTORATION.** ALL DISTURBED AREAS SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION OR BETTER AS DETERMINED BY THE ENGINEER, OWNER AND RESPECTIVE JURISDICTIONAL AUTHORITY.
5. **HORIZONTAL CONTROL AND LAYOUT.** CONTRACTOR/OWNER SHALL COORDINATE WITH A REGISTERED SURVEYOR TO LAY OUT LINE, GRADES, STRUCTURES, LOT CORNERS, ETC. AS NECESSARY TO CONSTRUCT THE PROPOSED FACILITIES IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. BENCH MARKS SHALL BE ESTABLISHED BY A REGISTERED SURVEYOR. BENCH MARKS SHALL BE PERMANENT AND EASILY ACCESSIBLE AND MAINTAINED AND REPLACED IF DISTURBED OR DESTROYED. HORIZONTAL CONTROL SHALL SIMILARLY BE ESTABLISHED AND MAINTAINED.
6. **CLEARING, GRADING AND DISPOSAL.** CLEARING AND GRADING SHALL CONFORM TO SECTION 110 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. CLEARING SHALL BE CONTAINED TO THE CONSTRUCTION AREA AND/OR AS DIRECTED BY THE OWNER AND/OR HIS REPRESENTATIVE. ALL ROOTS, STUMPS, OR OTHER OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF 18" BELOW NATURAL GRADE OR DESIGN GRADE WHICHEVER IS LOWER. ALL DEBRIS SHALL BE REMOVED FROM THE AREA AND BE DISPOSED OF LEGALLY.
7. **EXCAVATION AND EMBANKMENT.** ALL EXCAVATION AND EMBANKMENT SHALL CONFORM TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
8. **EARTHWORK.** NO SEPARATE PAYMENT SHALL BE PROVIDED TO THE CONTRACTOR FOR EARTHWORK ASSOCIATED WITH THIS CONTRACT. ALL COSTS ASSOCIATED WITH SITE PREPARATION NECESSARY TO EXECUTE THE WORK SET FORTH IN THE CONTRACT SHALL BE INCLUDED IN THE BID.
9. **EXCESS MATERIAL.** ANY EXCESS MATERIAL REMAINING UPON COMPLETION OF CONSTRUCTION SHALL BE REMOVED TO AN ACCEPTABLE LOCATION AT THE EXPENSE OF THE CONTRACTOR. AT THE OWNER'S OPTION, A LOCATION MAY BE IDENTIFIED FOR MATERIAL STOCK PILING OR THE OWNER MAY INSTRUCT THE CONTRACTOR TO REMOVE THE EXCESS MATERIAL IN WHICH CASE THE CONTRACTOR IS TO LEGALLY DISPOSE OF ALL MATERIALS OFFSITE.
10. **FINISHED SITE GRADING.** THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL GRADING OF THE SITE TO WITHIN ± 0.1 FOOT OF ALL THE PROPOSED FINISHED GRADE ELEVATIONS THROUGHOUT THE PROJECT SITE AS DEPICTED ON THE PLANS. ELEVATIONS OF CONSTRUCTED FACILITIES, I.E. ROADWAYS, DRAINAGE, ETC. ARE TO BE AS INDICATED ON THE PLANS UNLESS APPROVED DIFFERENTLY IN WRITING.
11. **BUILDING AREAS.** ALL ORGANIC AND OTHER UNSUITABLE MATERIAL IN BUILDING OR PAVEMENT AREAS SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS AND SOUND CONSTRUCTION PRACTICES.
12. **LANDSCAPE AREAS.** ALL LANDSCAPE ISLANDS SHALL CONTAIN SUITABLE LANDSCAPE MATERIAL FOR LANDSCAPE INSTALLATION. ALL LANDSCAPE AREAS SHALL BE SUITABLY SLOPED TO PROVIDE POSITIVE DRAINAGE.
13. **SOD AREAS.** ELEVATIONS OF GRASSED AREAS ARE GIVEN AT FINISHED SOD/SEED GRADE. CONTRACTOR TO GRADE AREAS RECEIVING SOD LOWER TO ACCOMMODATE SOD THICKNESS.
14. **UNSUITABLE MATERIALS.** WHERE ENCOUNTERED, UNSUITABLE MATERIAL SHALL BE REMOVED TO A DEPTH AND AREA DETERMINED BY THE ENGINEER. BACKFILLING SHALL BE IN LAYERS NOT GREATER THAN 8" THICKNESS AND COMPACTED TO 98 PERCENT OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. ANY UNSTABLE SOIL AND/OR SOIL CONTAINING ORGANIC MATERIAL ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO MUCK, SILT, SLUDGE, AND MARL SHALL BE REMOVED AND SHALL BE REPLACED BY MATERIAL ACCEPTABLE TO THE ENGINEER. IF ANY ROCK, HARDPAN, ETC. IS ENCOUNTERED DURING CONSTRUCTION OF ANY ITEMS, THE REMOVAL AND BACKFILL REQUIRED SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION OF THAT ITEM AND NO SEPARATE PAYMENT WILL BE MADE.
15. **GRADING.** GRADING FROM PROPOSED TO EXISTING CONDITIONS SHALL NOT BE STEEPER THAN 3H:1V NOR FLATTER THAN 20H:1V. ALL SWALES AND SLOPES SHALL BE SODDED AFTER GRADING.
16. **ELEVATIONS.** ELEVATIONS GIVEN ADJACENT TO CURB OR FRONT OF SIDEWALK ARE CONSIDERED EDGE OF PAVEMENT GRADES UNLESS OTHERWISE NOTED.
17. **POSITIVE DRAINAGE.** CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PAVEMENT TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE A SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. SHOULD AREAS OF POOR DRAINAGE BE OBSERVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PLACEMENT OF CURBS OR PAVEMENT COURSES, SO THAT RECOMMENDATIONS FOR CORRECTION CAN BE MADE.
18. **ADA AREAS.** PAVEMENT GRADES AT HANDICAP PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. PROPOSED AND EXISTING SIDEWALKS SHALL BE RAMPED FLUSH WITH PAVEMENT. RAMPS SHALL NOT EXCEED A 12H:1V SLOPE. SIDEWALK RAMPS SHALL BE TEXTURED IN CONFORMANCE WITH FDOT STANDARDS EXCEPT WHERE LOCAL CODES DICTATE OTHERWISE OR IF INDICATED OTHERWISE ON THE PLANS. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE JURISDICTIONAL AUTHORITY FOR FORM BOARD AND PRE-POUR INSPECTIONS PRIOR TO ANY CONCRETE INSTALLATION. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT ALL RAMP TEXTURED SURFACES AND SIDEWALK LONGITUDINAL AND CROSS SLOPES ARE IN CONFORMANCE WITH LOCAL, STATE AND FEDERAL ADA AND BUILDING CODE STANDARDS.
19. **ASPHALT MIX DESIGN.** BEFORE CONSTRUCTION OF ASPHALT SURFACE, A JOB MIX FORMULA SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER.
20. **ROADWAY CONSTRUCTION.** ALL ROADWAY CONSTRUCTION AND MATERIAL SHALL CONFORM TO THE APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL SUBBASE, BASE COURSE, PRIME COAT, TACK COAT AND ASPHALT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS (LATEST EDITION).

PAVING, GRADING & DRAINAGE NOTES CONTINUED:

1. DRAINAGE STRUCTURES. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED AS PER THE PLANS AND IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). ALL GRATES SHALL BE SECURED TO THE DRAINAGE STRUCTURE WITH A CHAIN AND EYEBOLT.
22. PIPE LENGTHS. PIPE LENGTHS SHOWN ON THE PLANS REPRESENT SCALED DISTANCES BETWEEN CENTERLINES OF DRAINAGE STRUCTURES AND FROM INVERTS OF ENDWALLS AND/OR MITERED END SECTIONS.
23. PIPE INSTALLATION. PIPE TRENCH SHALL BE DRY WHILE PIPE IS BEING LAID AND TO BE BEDDED PER DETAIL AND IN CONFORMANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). ALL CORRUGATED PIPES SHALL BE INSTALLED WITH MAXIMUM LENGTHS IN ORDER TO MINIMIZE JOINTS.
24. PIPE TRENCHES. PIPE TRENCHES TO BE EXCAVATED AND BACKFILLED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
25. DRAINAGE PIPING. ALL DRAINAGE PIPES TO BE HP-HDPE OR REINFORCED CONCRETE PIPE (RCP) UNLESS NOTED OTHERWISE ON THE PLANS (I.E. ROOF DRAINS - PVC, OUTFALLS - CAP, ETC.). RCP ONLY IN L/WD RIGHT-OF-WAY.
26. REINFORCED CONCRETE PIPE (RCP). REINFORCED CONCRETE PIPE (RCP) SHALL BE PER ASTM C-76 CLASS III, UNLESS OTHERWISE SPECIFIED. INSTALLATION OF RCP SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS (LATEST EDITION).
27. CORRUGATED ALUMINUM PIPE (CAP). CAP SHALL CONFORM WITH THE REQUIREMENTS OF AASHTO M-196 AND WITH THE FDOT SPECIFICATIONS (LATEST EDITION). CAP TO BE HELICAL (SPIRAL FLOW). ALL CONNECTION BANDS, FOR CORRUGATED PIPES, SHALL BE CORRUGATED. LAP-TYPE, IN CONFORMANCE WITH AASHTO M-16, AND TO BE WATER TIGHT BY USING A GASKET AT LEAST SIX (6) INCHES WIDE. ALL JOINTS ON STORM SEWER PIPE SHALL BE MADE UP WITH ONE-HALF INCH NEOPRENE. ALL BANDS SHALL HAVE THE SAME CORRUGATION DESIGN AS THE PIPE. THE WIDTH OF THE BANDS SHALL BE AS FOLLOWS: 12 INCH WIDE UP TO 48 INCH DIAMETER PIPE AND 24 INCH WIDE OVER 48 INCH DIAMETER PIPE. THE REQUIREMENTS OF FDOT DM06036 WILL BE ADHERED TO WITH ANNUAL BANDING OF JOINTS REQUIRED.
28. ROOF DRAIN PIPING. ALL ROOF DRAIN PIPING (OUTSIDE THE BUILDING) TO BE PVC SCHEDULE 35 OR 40 UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED TO MAKE A FULLY OPERATIONAL DRAINAGE SYSTEM MAY NOT BE SHOWN ON THE PLANS. ALL FITTINGS AND MATERIALS REQUIRED TO COMPLETE THE PROJECT ARE TO BE INCLUDED IN THE CONTRACTOR'S BID.
29. DRAINAGE CONNECTIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF DEBRIS AND SILT WHERE CONNECTIONS TO EXISTING DRAINAGE STRUCTURES OR SWALES ARE TO BE PERFORMED. SWALES, DITCHES, LAKES, ETC. SHALL BE RESTORED TO THEIR ORIGINAL DESIGN CROSS SECTION AND SLOPED. SUCH REMOVAL AND RESTORATION SHALL BE TO THE POINT OF LEGAL POSITIVE OUTFALL.
30. DRAINAGE JOINT WRAPPING. ALL DRAINAGE PIPE JOINTS TO BE WRAPPED IN FILTER FABRIC PER FDOT INDEX 280. THE FIRST JOINT OF PIPE ENTERING OR LEAVING A DRAINAGE STRUCTURE SHALL BE WRAPPED WITH FILTER FABRIC PER FDOT SPECIFICATIONS.
31. DRAINAGE LAMPING. ALL DRAINAGE SYSTEMS SHALL BE PUMPED DOWN BELOW ONE-THIRD OF THE DIAMETER OF THE PIPE (FROM THE INVERT) AND LAMPED AS A REQUIREMENT OF THE FINAL DRAINAGE INSPECTION.
32. SUBGRADE. SUBBASE SHALL BE FREE OF MUCK, STUMPS, ROOTS, UNDERBRUSH, VEGETATIVE MATTER, GARBAGE, TRASH OR ANY MATERIAL THAT WILL NOT PROVIDE A SUITABLE STABLE, CLEAN SUBGRADE. SUBGRADE SHALL BE AS SHOWN ON THE PLANS AND TO BE COMPACTED TO 98 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 UNLESS OTHERWISE NOTED ON THE PLANS.
33. UNDER PAVEMENT UTILITIES AND CONDUITS. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF ANY KIND, INCLUDING IRRIGATION AND ELECTRICAL CONDUITS, THAT WILL REMAIN UNDER THE PROPOSED PAVEMENT OR WITHIN 10 FEET OF ITS EDGES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE BASE.
34. SOIL STABILIZATION. THE SOILS REQUIRE PROPER SOIL STABILIZATION MIX DESIGNS AND STRINGENT QUALITY CONTROL OF FIELD MIXING AND APPLICATION ON THE DESIGN MIX IN ORDER TO OBTAIN AN EFFECTIVE STABILIZED SOIL. CONSTRUCTION SPECIFICATIONS SHOULD REQUIRE THAT THE SOIL BE SAMPLED AND MIX DESIGN(S) PREPARED AND TESTED BY A CERTIFIED TESTING LAB. THE MIX DESIGN SHOULD BE SPECIFIED OR OTHERWISE PREPARED AND TESTED BY A TESTING LAB. THE MIX DESIGN SHOULD BE SPECIFIED OR OTHERWISE ADMINISTERED CLOSELY DURING FIELD INSTALLATIONS OR CONSTRUCTION, INCLUDING PERFORMANCE OF FREQUENT LAB TESTS. STABILIZED SUBGRADE SHALL, AT A MINIMUM, BE TESTED TO MEET A MINIMUM OF LBR 40 VALUE OR FBV 50 AS STATED ON THE PLANS.
35. BASE. BASE SHALL BE AS SHOWN ON SECTION AND SHALL BE COMPACTED TO 98 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 UNLESS OTHERWISE NOTED ON THE PLANS.
36. ASPHALT TACK AND PRIME COATS. PRIME COAT SHALL BE APPLIED AT THE RATE OF 0.15 GALLONS PER SQUARE YARD. WHERE REQUIRED, TACK SHALL BE APPLIED AT THE RATE OF 0.08 GALLONS PER SQUARE YARD.
37. UTILITIES BY OTHERS. AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR SHALL PROVIDE ACCESS AND ALLOW FOR COORDINATION SERVICES TO ACCOMMODATE UTILITIES, CONDUIT AND/OR SLEEVE CONSTRUCTION BY OTHERS. ANY UTILITIES, CONDUITS AND/OR SLEEVES INSTALLED BY OTHERS AND DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
38. CURB TRANSITIONS. ALL EXPOSED ENDS OF CURB SHALL TRANSITION TO FINISHED GRADE PER FDOT INDEX 300.
39. CONCRETE. ALL CONCRETE (CURBS, SIDEWALKS, STRUCTURES, ETC.) SHALL BE 3,000 PSI CONCRETE (MINIMUM 28 DAY COMPRESSIVE STRENGTH) UNLESS OTHERWISE SPECIFIED.
40. REINFORCING STEEL. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615 AND HAVE A TENSILE STRENGTH OF 60,000 PSI OR AS OTHERWISE NOTED.
41. FIELD REVIEWS. FIELD REVIEWS OF CONSTRUCTED FACILITIES WILL BE REQUIRED DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR IS TO NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO THE REQUESTED TIME FOR REVIEW OF THE COMPLETED ITEMS. THE CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO ACCOMMODATE THE FIELD REVIEW. THESE REVIEWS INCLUDE BUT ARE NOT LIMITED TO:
- A. DRAINAGE PIPE AND STRUCTURE REVIEW
 - B. SUBGRADE REVIEW
 - C. CURB REVIEWS
 - D. BASE REVIEWS
 - E. PUMP OUT AND LAMPING OF DRAINAGE SYSTEM
 - F. ASPHALT REVIEWS
 - G. SEMI-FINAL AND FINAL REVIEWS
42. COMPLETENESS FOR REVIEW. FACILITIES MUST BE COMPLETED PRIOR TO SCHEDULING THE FIELD REVIEW. IF A FIELD REVIEW FAILS TO MEET THE AGENCY REQUIREMENTS AND AN ADDITIONAL REVIEW IS REQUIRED, THE CONTRACTOR WILL BE RESPONSIBLE TO PAY ANY FEES ASSOCIATED WITH THE ADDITIONAL REVIEW.
43. TESTING. TESTING OF CONSTRUCTION MATERIALS AND/OR CONSTRUCTED FACILITIES WILL BE REQUIRED AS OUTLINED IN THE GOVERNING SPECIFICATIONS AS NECESSARY TO MEET THE REQUIREMENTS OF THE JURISDICTIONAL AGENCIES. ALL TESTING IS TO BE DONE BY A FLORIDA LICENSED TESTING LABORATORY. THE CONTRACTOR IS TO SUBMIT ALL REQUIRED TESTS ON UTILITY EMBANKMENT, BACKFILL, SUBGRADE, BASE AND SURFACE COURSE MATERIAL TO THE ENGINEER PRIOR TO ANY REQUEST FOR PAYMENT. IF ANY TESTS FAIL TO MEET THE SPECIFICATIONS, THE CONTRACTOR, AT ITS EXPENSE, SHALL CORRECT ALL DEFICIENT WORK AND SUBMIT TEST RESULTS INDICATING COMPLIANCE WITH THESE SPECIFICATIONS PRIOR TO ANY REQUEST FOR PAYMENT.
44. DENSITY TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE MATERIAL, PIPE BASE MATERIAL AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND RETESTING THE AREAS AND SHALL PROVIDE THE OWNER AND THE ENGINEER COPIES OF ALL TEST RESULTS. ALL REPORTS ARE TO BE SIGNED AND SEALED BY A REGISTERED GEOTECHNICAL ENGINEER IN THE STATE OF FLORIDA.
45. VERTICAL DISTRIBUTION OF DENSITY TESTING. NUCLEAR DENSITY COMPACTION TESTS ARE TO BE TAKEN ON EVERY LIFT PLACED (12" MAXIMUM THICKNESS), STARTING WITH THE SOIL AT THE SPRINGLINE OF THE UTILITY OR AT THE BASE OF ANY STRUCTURE AND PROCEEDING UPWARD TO GRADE AT THE LOCATIONS DEFINED BY THE HORIZONTAL DISTRIBUTION OF DENSITY TESTING NOTE. IF THICKER LIFTS ARE APPROVED AND IMPLEMENTED, DENSITY TESTING SHALL BE PERFORMED VIA DIG DOWNS TO SUFFICIENT DEPTH TO TEST EACH 12 INCHES FOR THE FULL THICKNESS OF LIFT.
46. HORIZONTAL DISTRIBUTION OF DENSITY TESTING. DENSITY TESTING SHALL BE PERFORMED AT THE FOLLOWING MINIMUM LOCATIONS WITH HORIZONTAL SPACING PER THE VERTICAL DISTRIBUTION OF DENSITY TAKING NOTE. MORE SPECIFICALLY:
- A. PIPE TRENCHES - TESTS SHALL BE PERFORMED AT RANDOMLY SELECTED LOCATIONS WITHIN EACH 150 FOOT INTERVAL (MAXIMUM) ALONG THE LENGTH OF A PIPE INSTALLATION, AND BETWEEN EACH SET OF STRUCTURES SEPARATED BY LESS THAN 150 FEET, HOWEVER, NO FEWER THAN TWO TESTS TO BE TAKEN. AT LEAST ONE TEST SHALL BE PERFORMED FOR EVERY 12 INCH BACKFILL LAYER, STARTING WITH THE FIRST TEST PERFORMED AT THE PIPE SPRINGLINE (COVERING THE 12" LAYER BELOW SPRINGLINE ELEVATION).
 - B. STRUCTURES - TESTS SHALL BE PERFORMED AT EACH MANHOLE OR DRAINAGE STRUCTURE. AT LEAST ONE TEST SHALL BE PERFORMED FOR EVERY 12 INCH BACKFILL LIFT, STARTING WITH THE FIRST TEST PERFORMED AT THE BASE OF THE STRUCTURE (COVERING THE 12" LAYER BELOW BASE ELEVATION).
 - C. SUBGRADE - TESTS SHALL BE PERFORMED AT RANDOMLY SELECTED LOCATIONS WITHIN EACH 300 FOOT INTERVAL (MAXIMUM) ALONG THE LENGTH OF THE ROADWAY, SIDEWALK, OR PATHWAY AND EVERY 2,000 SQUARE FEET OR LESS OF PARKING AREA. NO LESS THAN THREE (3) TESTS MINIMUM.
 - D. BASE ROCK - TESTS SHALL BE PERFORMED AT RANDOMLY SELECTED LOCATIONS WITHIN EACH 300 FOOT INTERVAL (MAXIMUM) ALONG THE LENGTH OF THE ROADWAY, SIDEWALK, OR PATHWAY AND EVERY 2,000 SQUARE FEET OR LESS OF PARKING AREA. NO LESS THAN THREE (3) TESTS MINIMUM.
 - E. ROAD CROSSINGS - TESTS SHALL BE PERFORMED FOR EACH 12 INCH LIFT WITHIN ANY OPEN CUT ROAD CROSSING LOCATION WITHIN EACH 150 FOOT INTERVAL. NO LESS THAN TWO (2) TESTS MINIMUM.
47. TACTILE SURFACES - IF REQUIRED, ALL TACTILE SURFACES SHALL COMPLY WITH ALL APPLICABLE CODES AND REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) INDEX 522-002 AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

WATER AND SANITARY SEWER NOTES:

1. AVAILABILITY OF SYSTEMS FOR ASBUILT MEASUREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL WATER MAIN BENDS, VALVES, HYDRANTS, TEES AND SERVICE TAPS AVAILABLE TO FACILITATE DIRECT PHYSICAL MEASUREMENT OF RECORD DRAWING INFORMATION. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER, ENGINEER, AND SURVEYOR TO OBTAIN RECORD DRAWING MEASUREMENTS SO AS NOT TO ENDANGER THE GENERAL PUBLIC OR CREATE DELAY IN THE PROGRESS OF THE PROJECT. CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM WRITTEN NOTICE.
2. SYSTEM CLEANING. CONTRACTOR SHALL THOROUGHLY CLEAN ALL SANITARY AND DRAINAGE GRABBY SYSTEMS TO FACILITATE MEASUREMENT OF RECORD DRAWING INFORMATION. CLEANING SHALL BE PERFORMED PRIOR TO "PRE-LAMPING" INSPECTIONS BY ENGINEER. CONTRACTOR SHALL ALSO HAVE ALL MANHOLE RIMS INSTALLED PRIOR TO PRE-LAMPING.
3. WATER MAINS. ALL WATER MAINS TO BE PVC C-90, CLASS 200 UNLESS OTHERWISE NOTED ON THE PLANS OR SPECIFICATIONS. ALL LINES FROM THE WATER MAIN TO A FIRE HYDRANT TO BE DUCTILE IRON PIPE (DIP) UNLESS OTHERWISE NOTED ON THE PLANS. ALL LINES FROM THE WATER MAIN TO A FIRE LINE BACKFLOW TO BE DUCTILE IRON PIPE (DIP) UNLESS OTHERWISE NOTED ON THE PLANS.
4. FIRE LINES. ALL FIRE LINES DOWN STREAM OF THE FIRE LINE BACKFLOW DEVICE TO BE C-900, DR-14 UNLESS OTHERWISE NOTED ON THE PLANS. FIRELINE BACKFLOW DEVICES TO BE EQUIPPED WITH TAMPER SWITCHES PER PALM BEACH COUNTY FIRE MARSHAL REQUIREMENTS. CONTRACTOR TO PROVIDE NECESSARY ELECTRICAL LINES, CONDUIT, POSTS, STANDS, ETC. AS REQUIRED TO MAKE A COMPLETE SYSTEM.
5. WATER SERVICE LINES. ALL WATER SERVICE LINES TO BE PVC SCHEDULE 40 OR HDPE POLY 3408 UNLESS NOTED OTHERWISE ON THE PLANS.
6. SANITARY SEWER LINES. ALL SANITARY SEWER GRAVITY MAINS LESS THAN 12" IN DEPTH TO BE PVC SDR 26 UNLESS NOTED OTHERWISE ON PLANS.
7. MINIMUM PIPE DEPTHS. ALL PRESSURE PIPE TO BE INSTALLED AT MIN .36" COVER FROM FINISHED GRADE.
8. VALVES. ALL VALVES ARE TO BE CONSTRUCTED COMPLETELY IN GRASSED AREAS UNLESS SHOWN OTHERWISE ON THE PLANS. NO VALVES SHALL BE CONSTRUCTED WITHIN THE SIDEWALK, CURB OR PARKING STALLS.
9. FIRE HYDRANTS. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED COMPLETELY IN GRASSED AREAS WITH NO LESS THAN 7" NOR MORE THAN 12 FEET FROM THE EDGE OF PAVEMENT (PROTECTIVE BOLLARDS REQUIRED FOR FIRE HYDRANTS CLOSER THAN 7' FROM EDGE OF PAVEMENT OR AS SHOWN ON THE DRAWINGS & APPROVED BY THE FIRE RESCUE AND/OR WATER UTILITIES DEPARTMENTS).
10. EXISTING UTILITIES IMPACTED. ALL EXISTING VALVES AND MANHOLES IMPACTED BY CONSTRUCTION OF THIS PROJECT SHALL BE ADJUSTED IN ACCORDANCE WITH THE UTILITY SPECIFICATIONS.
11. FIELD VERIFICATION. PRIOR TO CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY (ELEVATION & LOCATION) ALL EXISTING UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUATION OF WORK.
12. PIPE COLOR INFUSION. ALL WATER MAINS (BLUE), FORCE MAINS (GREEN), AND RECLAIM WATER MAINS (PURPLE) SHALL BE P.V.C. (C-900) COLORED DURING INFUSION PROCESS, UNLESS A DIFFERENT MATERIAL IS OTHERWISE NOTED.
13. HORIZONTAL SEPARATION FROM DRAINAGE. ALL WATER AND SANITARY SERVICES SHALL BE CONSTRUCTED A MINIMUM OF 5' FROM DRAINAGE STRUCTURES.
14. MAGNETIC TAPE. MAGNETIC TAPE IS REQUIRED FOR PVC WATER MAINS, FORCE MAINS, AND RECLAIM WATER MAINS AND SHALL BE 6" WIDE, IMPRINTED WITH 2" HIGH LETTERING READING "CAUTION - WATER MAIN BURIED BELOW", "CAUTION - FORCE MAIN BURIED BELOW" OR "CAUTION - RECLAIM WATER MAIN BURIED BELOW", AS REQUIRED.
15. TESTING. PRESSURE TESTING AND CERTIFICATION SHALL FOLLOW PALM BEACH COUNTY WATER UTILITIES DEPARTMENT MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS LATEST EDITION.
16. VERTICAL PIPE SEPARATIONS. ALL WATER MAINS TO CROSS OVER SANITARY SEWER SERVICES, WHERE 12" MINIMUM CLEARANCE CANNOT BE MAINTAINED, 20 LINEAR FEET OF DUCTILE IRON WATER MAIN SHALL BE CENTERED ON THE CROSSING AND THE SEWER SERVICE SHALL BE C-900, SDR-18. IN NO CASE SHALL THERE BE LESS THAN 6" CLEARANCE.
17. STATE PLANE COORDINATES FOR RECORD DRAWINGS. ALL RECORD DRAWINGS SHALL BE DRAWN IN THE STATE PLANE COORDINATE SYSTEM. STATE PLANE COORDINATES ARE REQUIRED FOR ALL AS-BUILT UTILITY OBJECTS AS REQUIRED BY THE UTILITIES DEPARTMENT.
18. ASBUILT DATABASE. AS-BUILT DATA BASE SHALL BE PROVIDED WITH RECORD DRAWING SUBMITTALS AS REQUIRED BY THE UTILITIES DEPARTMENT.
19. WATER MAIN DUCTILE IRON PIPE (DIP). ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE. APPROVED PAINT: INDURON, AQUANAUT 5082 ALASKAN BLUE (ONE COAT, 3 MILS DRY FILM THICKNESS APPLIED WITH 1/2" NAP MEDIUM ROLLER).
20. MANHOLE LOCATIONS. ALL MANHOLES SHALL BE LOCATED IN THE CROWN OF ROAD OR IN THE CENTER OF THE TRAVEL LANE.
21. PIPE COLORS. ALL WATER MAIN PIPE, INCLUDING FITTINGS, INSTALLED ON OR AFTER AUGUST 28, 2003, EXCEPT PIPE INSTALLED UNDER A CONSTRUCTION PERMIT FOR WHICH THE DEPARTMENT RECEIVED A COMPLETE APPLICATION BEFORE AUGUST 28, 2003, COLOR CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM RECLAIMED OR OTHER WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE. SHALL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR SHALL BE WHITE OR BLACK WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL, AND UNDERGROUND METAL OR CONCRETE PIPE SHALL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF PIPE. FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE AT DRINKING WATER TREATMENT PLANTS SHALL BE COLOR CODED AND LABELED IN ACCORDANCE WITH SUBSECTION 62-555.329(10), F.A.C., AND ALL OTHER ABOVEGROUND PIPE SHALL BE PAINTED BLUE OR COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.
22. FIRE HYDRANTS. ALL FIRE HYDRANT FLANGE GRADES ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR TO FIELD ADJUST AS REQUIRED TO MEET UTILITY DEPARTMENT CRITERIA.
23. DOUBLE CHECK DETECTOR ASSEMBLIES. THE DOUBLE CHECK DETECTOR ASSEMBLIES ARE REQUIRED TO HAVE TAMPER SWITCHES PER THE PALM BEACH COUNTY FIRE MARSHAL. CONTRACTOR TO COORDINATE DISCIPLINES TO PROVIDE FULL FUNCTIONAL SYSTEM INCLUDING ELECTRICAL REQUIREMENTS.

CDD
CIVIL DESIGN, INC.
Service Driven Design ~ Engineered Results

1400 Centrepark Blvd, Suite 905
West Palm Beach, FL 33401
T: 561.659.5760 F: 561.659.5772
www.civil-design.com
Registry No. 9664



SHELBORNE

VILLAGE OF VALOR

PALM SPRINGS, FL

APPROVED BY:

T. Jeff Trompeter, State of Florida, Professional Engineer, License No. 51045

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Jeff Trompeter, P.E., on the date indicated here.
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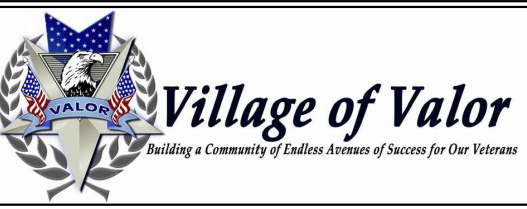
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GENERAL NOTES

C0.2



VILLAGE OF VALOR

APPROVED BY:

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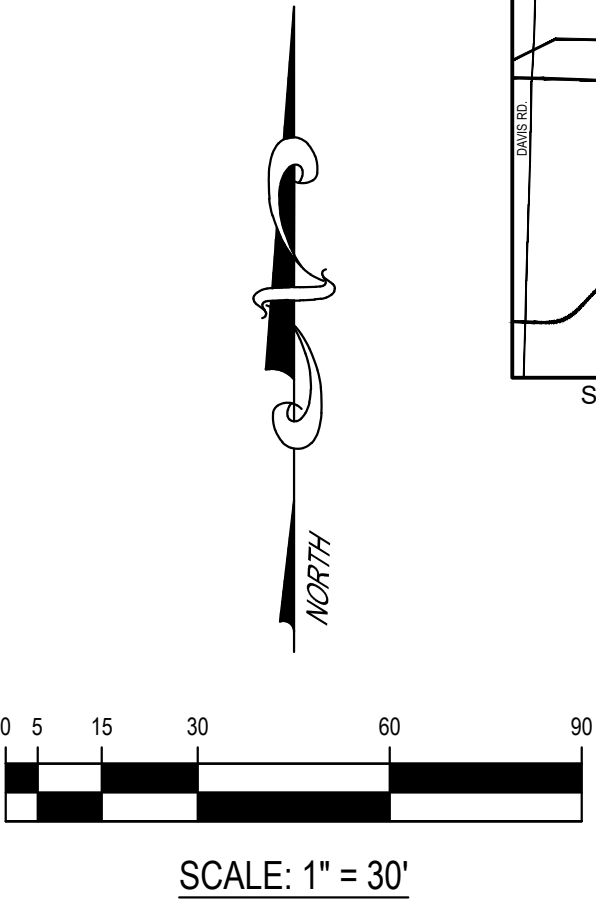
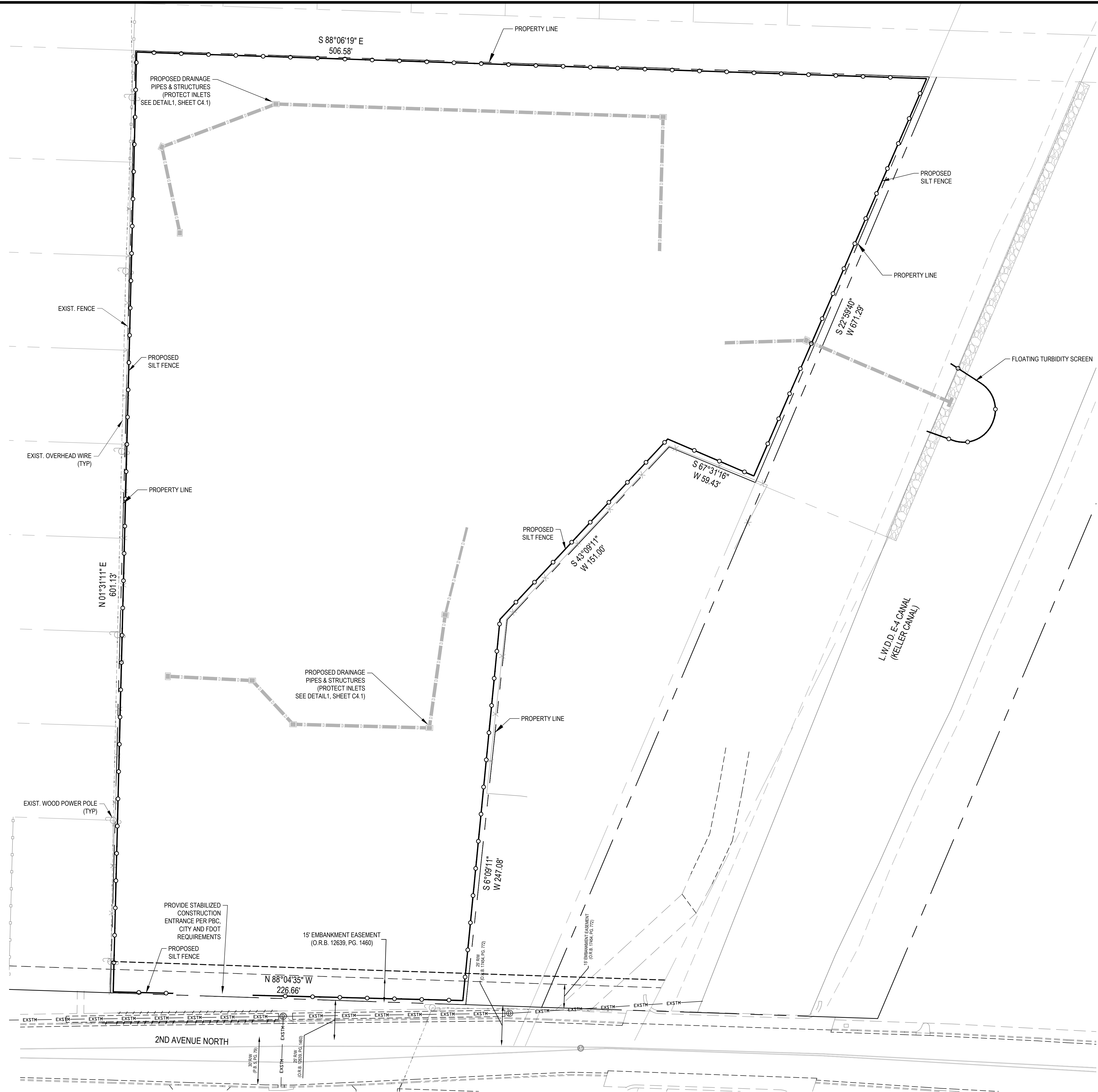
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C1.0



LEGEND

EXISTING WATERMAIN

EXISTING SANITARY SEWER

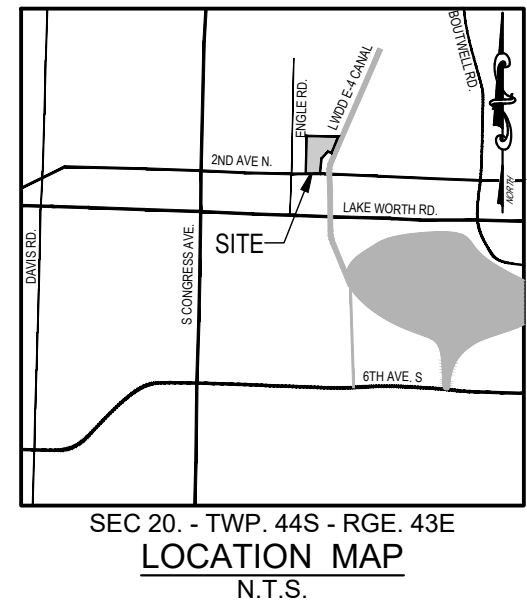
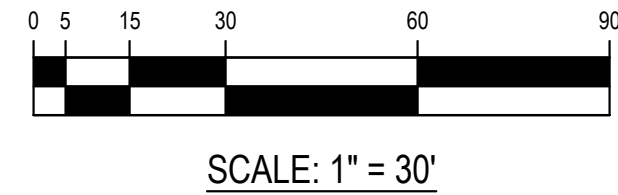
EXISTING FORCEMAIN

EXISTING STORM DRAINAGE

PROPOSED SILT FENCE

NOTES:

1. PROTECT ALL EXISTING AND PROPOSED INLETS DURING CONSTRUCTION. SWEEP ROADS AND CONSTRUCTION SITE PERIODICALLY TO REMOVE CONSTRUCTION DEBRIS AND SEDIMENT.
2. STORM DRAINAGE TO BE SEDIMENT AND SILT FREE DURING CONSTRUCTION AND AT FINAL SITE WALK THROUGH.
3. ALL AREAS TO BE DEMOLISHED ARE TO BE REMOVED IN THEIR ENTIRETY. BACKFILL WITH CLEAN FILL MATERIAL APPROPRIATE TO THE FUTURE APPLICATION AND IN COMPLIANCE WITH THE RESPECTIVE REQUIREMENTS (i.e. STRUCTURAL BUILDING FILL, LANDSCAPE FILL, PARKING LOT SUBGRADE).
4. EXISTING BASECOURSE MAY NOT BE REUSED FOR PROPOSED BASE COURSE UNLESS CERTIFIED BY THE GEOTECHNICAL ENGINEER THAT IT MEETS THE REQUIRED SPECIFICATIONS. IT MAY BE USED FOR SUBGRADE STABILIZATION.
5. REFER TO LANDSCAPE PLANS FOR ALL RELOCATION/REMOVAL OF LANDSCAPING AND TREES.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CONDITION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO SHOP DRAWING SUBMITTAL AND/OR COMMENCEMENT OF CONSTRUCTION. PROVIDE WRITTEN CONFIRMATION/DIAGRAMS OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION OR ANTICIPATED CONSTRUCTION (HORIZONTAL & VERTICAL LOCATIONS, PIPE SIZES, ETC.).
7. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES DURING THE COURSE OF CONSTRUCTION UNLESS OTHERWISE COORDINATED WITH AND APPROVED BY AFFECTED UTILITY PROVIDERS AND CUSTOMERS.
8. CONTRACTOR IS ADVISED THAT THE EXISTING UTILITIES SHOWN ARE BASED ON SURVEY AND ABSULT DATA AVAILABLE AT TIME OF DESIGN.



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SHELBORNE

VILLAGE OF VALOR

PALM SPRINGS, FL

APPROVED BY:

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SIGNING, STRIPING, & GEOMETRIC PLAN

C2.1

- ## LEGEND
- | | |
|---|---|
| PROPOSED PAVEMENT |  |
| PROPOSED CONCRETE |  |
| UTILITY EASEMENT | U.E. |
| BUFFER EASEMENT | B.E. |
| STOP SIGN & 2' STOP BAR
(THERMO.) |  |
| STOP SIGN (R1-1) | 
R1-1 |
| HANDICAP (FTP-20-06) & \$250
FINE SIGN (FTP-22-06) |  |

ACCESSIBILITY NOTES:

1. ACCESSIBLE ROUTES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
2. CURB RAMP SLOPES AND DIMENSIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX NO. 522 AND 406, 405.2 THROUGH 405.5 & 405.10 OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION



VILLAGE OF VALOR

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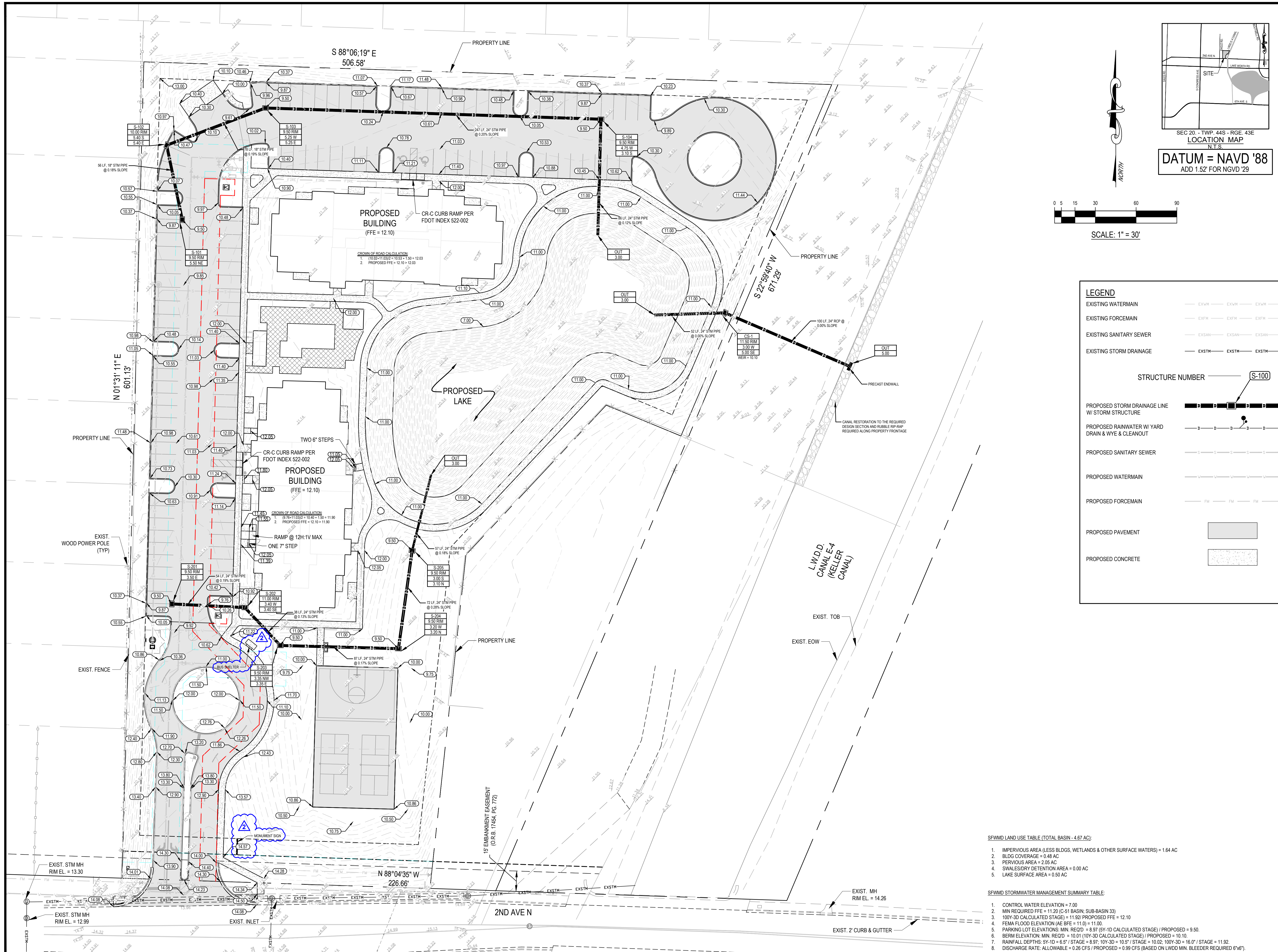
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PAVING, GRADING & DRAINAGE PLAN

C3.1



SFWMD LAND USE TABLE (TOTAL BASIN - 4.67 AC):

1. IMPERVIOUS AREA (LESS BLDGS, WETLANDS & OTHER SURFACE WATERS) = 1.64 AC
2. BLDG COVERAGE = 0.48 AC
3. PERVIOUS AREA = 2.05 AC
4. SWALES/DRY DETENTION AREA = 0.00 AC
5. LAKE SURFACE AREA = 0.50 AC

SFWMD STORMWATER MANAGEMENT SUMMARY TABLE

1. CONTROL WATER ELEVATION = 7.00
2. MIN REQUIRED FFE = 11.20 (C-51 BASIN; SUB-BASIN 33)
3. 100Y-3D CALCULATED STAGE = 11.92/ PROPOSED FFE = 12.10
4. FEMA FLOOD ELEVATION (AE BFE = 11.0) = 11.00.
5. PARKING LOT ELEVATIONS: MIN. REQ'D = 8.97 (6Y-1D CALCULATED STAGE)/ PROPOSED = 9.50.
6. BERM ELEVATION: MIN. REQ'D = 10.01 (10Y-3D CALCULATED STAGE)/ PROPOSED = 10.10.
7. RAINFALL DEPTHS: 5Y-1D = 6.5" STAGE = 8.97; 10Y-3D = 10.5" STAGE = 10.02; 100Y-3D = 16.0" STAGE = 11.92.
8. DISCHARGE RATE: ALLOWABLE = 0.26 CFS/ PROPOSED = 0.99 CFS (BASED ON LWDM MIN. BLEEDER REQUIRED 6"X6").

EXISTING GROUND REMAINING BACKFILL PLACED AND COMPACTED PER APPROPRIATE SPECIFICATIONS. 6" MAX. SIZE. GRANULAR BACKFILL PLACED AND COMPACTED TO MINIMUM 98% OF MAXIMUM DENSITY. 2" MAX. SIZE. BEDDING MATERIAL 98% COMPACTION. 12" MIN. 4" MIN. NOTES: 1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCK SHALL BE REMOVED. 2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES. 3. THE PIPE SHALL BE PLACED IN A DRY TRENCH. 4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIALS SUCH AS LARGER ROCK, MUCK AND DEBRIS 5. SEE GENERAL NOTES FOR PIPE BACKFILL BENEATH PROPOSED PAVEMENT.	FRONT VIEW TOP VIEW END VIEW NOTE: CONCRETE ENDWALL TO FOLLOW FDOT INDEX 430-030
N.T.S. TYPICAL TRENCH	DETAIL 14
FRONT VIEW TOP VIEW END VIEW NOTE: CONCRETE ENDWALL TO FOLLOW FDOT INDEX 430-030	N.T.S. TYPICAL ENDWALL
N.T.S. TYPICAL TRENCH	DETAIL 14

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C4.3



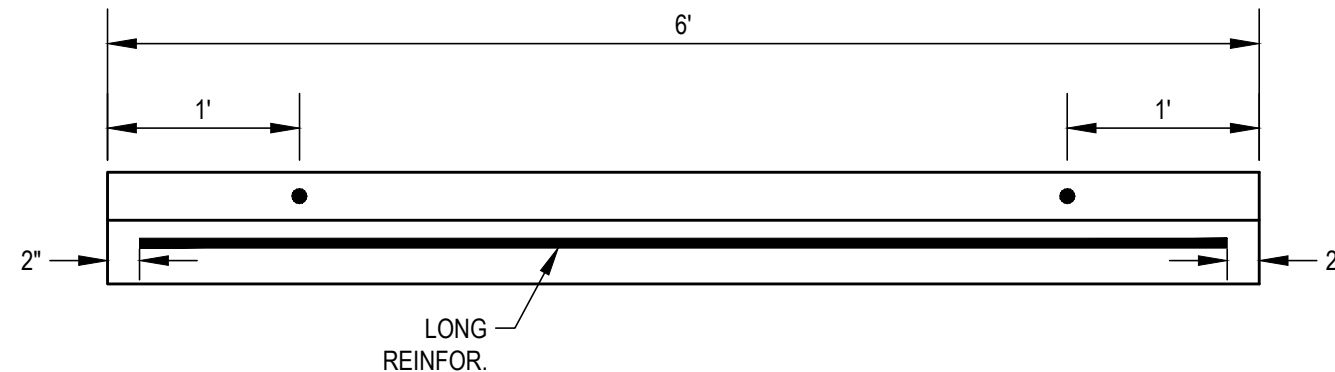
- NOTES:**
1. ALL FITTINGS AND/OR BENDS MAY NOT BE FULLY DETAILED. CONTRACTOR TO PROVIDE A COMPLETE AND FUNCTIONING SYSTEM.
 2. PROVIDE FITTINGS, REDUCERS, ETC. AS REQUIRED FOR ALL TIE-INS TO BUILDINGS POOL EQUIPMENT, ETC.
 3. COORDINATE ALL STRUCTURES & PIPING WITH SITE ELECTRICAL, POOL PIPING, FLOODING, ETC. TO ENSURE CLEARANCES AND CONSTRUCTIBILITY PRIOR TO FOOTING & SHOP DRAWING SUBMITTALS.
 4. DIRT DRAINS TO BE 12" SQUARE GRATES (ZURN Z610, Z575, Z676 OR SIMILAR).
 5. DECK DRAIN COV/GRATE COLOR TO MATCH DECK SURFACE AS SELECTED BY DESIGN TEAM/OWNER. SAMPLE TO BE PROVIDED TO OWNER/ARCHITECT FOR APPROVAL PRIOR TO ORDERING.
 6. DECK DRAINAGE PIPING TO BE HP-HDPE, PVC SCHED 40 OR PVC SDR-35.

- NOTES:
1. USE NYOPLAST INLET & INLET GRATES OR EQUAL. SEE DRAWING NO. 7001-110-194 AND 7001-110-038 FOR REFERENCE DIMENSIONS ARE FOR REFERENCE ONLY.
 2. ACTUAL DIMENSIONS MAY VARY.
 3. DIMENSIONS ARE IN INCHES.
 4. GRATE HAS LIGHT DUTY RATING.
 5. QUALITY MATERIALS SHALL CONFORM TO ASTM A536 GRADE 70-50-05.
 6. SIZE OF OPENING MEETS REQUIREMENTS OF AMERICAN DISABILITY ACT AS STATED IN FEDERAL REGISTER PART III, DEPARTMENT OF JUSTICE, 28 CFR PART 36.

THIS PRINT DISCLOSES SUBJECT MATTER IN WHICH NYLOPLAST HAS PROPRIETARY RIGHTS. THE RECEIPT OR POSSESSION OF THIS PRINT DOES NOT CONVEY, TRANSFER, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN. REPRODUCTION OF THE PRINT OR ANY INFORMATION CONTAINED HEREIN, OR MANUFACTURE OF ANY ARTICLE THEREFROM, FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLO PLAST.	DRAWN BY EBC DATE 3-3-56 REVIEWED BY EBC DATE 3-13-59	MATERIAL DUCTILE IRON	3130 VERONA AVE BUFFORD, OK 74018 PHN (727) 922-2443 FAX (727) 922-2480 www.nyloplast-usa.com  Nyloplast
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TYPICAL YARD DRAIN GRATE

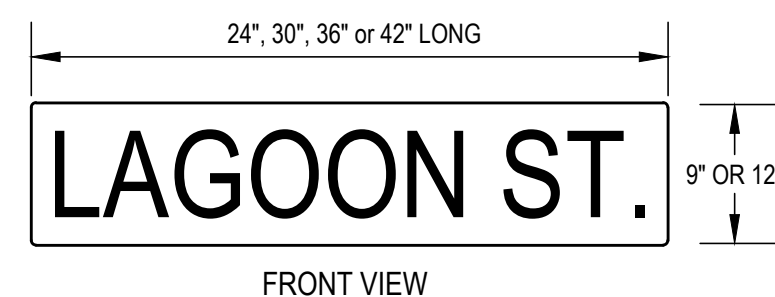
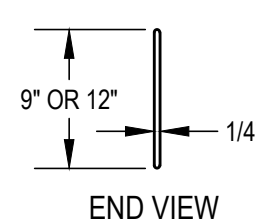
TYPICAL STREET/STOP SIGN



ISOMETRIC VIEW



TYPICAL STOP SIGN PLACEMENT



STREET NAME SIGN
(SNS) OR (D3)

TYPICAL STOP SIGN PLACEMENT

TYPICAL STREET/STOP SIGN



VILLAGE OF VALOR

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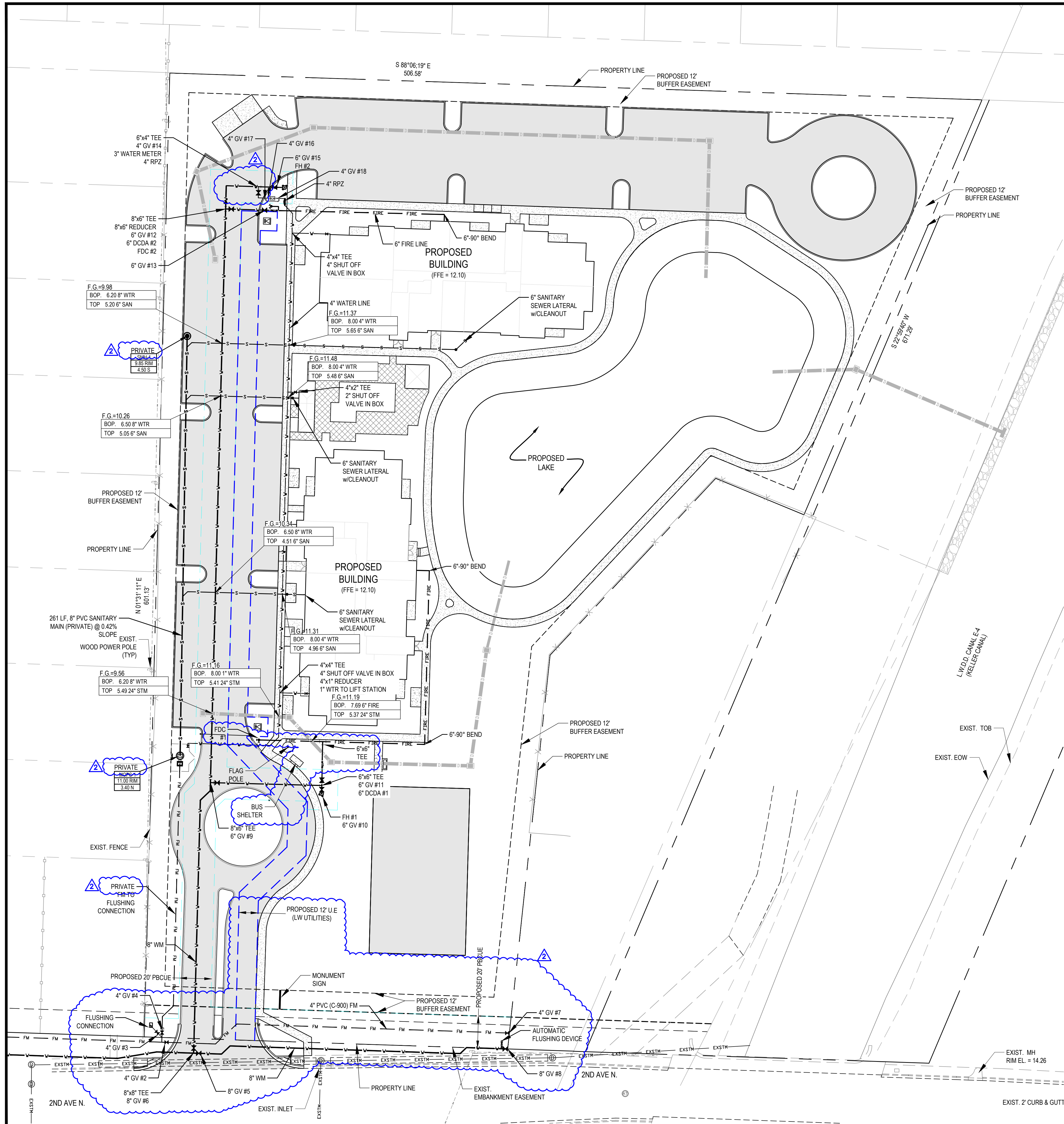
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C5.1



EXISTING WATERMAIN	
EXISTING FORCEMAIN	
EXISTING SANITARY SEWER	
EXISTING STORM DRAINAGE	
PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE	
PROPOSED RAINWATER W/ YARD DRAIN & WYE & CLEANOUT	

NOTES:

1. CONTRACTOR IS ADVISED THAT THE EXISTING UTILITIES SHOWN ARE BASED UPON SURVEY AND AS-BUILT DATA AVAILABLE AT TIME OF DESIGN.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND COMMODITY OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO SHOP DRAWING SUBMITTAL AND/OR COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL CONFIRMATION/DRAWINGS OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION OR ANTICIPATED CONSTRUCTION (HORIZONTAL & VERTICAL LOCATIONS, PIPE SIZE, ETC.)
3. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES DURING THE ENTIRE COURSE OF CONSTRUCTION UNLESS OTHERWISE COORDINATED WITH AND APPROVED BY AFFECTED UTILITY PROVIDERS AND CUSTOMERS.

RECORD DRAWING NOTES:

1. RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLANE COORDINATE SYSTEM.
2. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
3. STATE PLANE COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN PBCWUD STANDARDS.
4. STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS AS REQUIRED BY PBCWUD.

HYDRANT & HYDRANT SECURITY EQUIPMENT NOTES:

1. FIRE HYDRANT SHALL BE EQUIPPED WITH A SET OF AFC "CAPTIVATOR" SECURITY CAPS. THE CAPS SHALL BE CHAINED TO THE HYDRANT BODY AND INSTALLED PRIOR TO ISSUANCE OF "CONSTRUCTION WATER RELEASE" CERTIFICATION. A SCHEDULED INSPECTION BY PCWUDW IS REQUIRED TO VERIFY THE INSTALLATION AND OPERATION OF THE CAPS.
2. PLEASE NOTE THAT THE SECURITY CAPS CAN ONLY BE REMOVED USING SPECIAL WRENCHES. THE CONTRACTOR SHALL CONTACT THE PCWUDW INSPECTOR FOR ASSISTANCE IF ACCESS TO THE HYDRANT IS REQUIRED FOR FLUSHING OR TESTING PURPOSES.
3. ALL NEW FIRE HYDRANTS ARE TO BE INSTALLED SO THE PUMPER NOZZLE IS 5.0' MIN WITH RAISED CURB OR 6.0' MIN WITHOUT RAISED CURB AND 12.0' MAX FROM THE EDGE OF PAVEMENT.

GENERAL WATER NOTES:

1. ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
2. ALL WATER MAINS SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE COLORED TAPE IMPRINTED WITH ONE AND ONE HALF (1 1/2) INCH HIGH LETTERING READING "CAUTION WATER LINE BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
3. ALL WATER SERVICE BRASS FITTINGS ARE REQUIRED TO BE LEAD FREE.
4. ALL EXISTING PCWDWD CAPILITIES (IE. VALVES) TO BE OPERATED BY PCWDWD PERSONNEL ONLY.

GENERAL LANDSCAPE NOTE:

1. IF ANY NEW LANDSCAPE MATERIALS ARE INSTALLED AS PART OF THIS PROJECT THEN SOD ONLY WITH NO SHRUBS AND/OR TREES ARE TO BE INSTALLED WITHIN 5' OF ANY WATER METER AND WITHIN 7.5' OF ANY FIRE HYDRANT. TREES CANNOT BE INSTALLED WITHIN 10' OF A WUD WATER MAIN WITHOUT PRIOR PBWUD APPROVAL AND THE INSTALLATION OF A ROOT BARRIER. ALSO IF ANY EXISTING TREES ARE LESS THAN 10' MINIMUM OF ANY NEW WATER MAIN A ROOT BARRIER IS REQUIRED TO BE INSTALLED OR TREE RELOCATED/REMOVED.



VILLAGE OF VALOR

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OFFSITE POTABLE WATER & SANITARY SEWER PLAN

C5.2



1. CONTRACTOR IS ADVISED THAT THE EXISTING UTILITIES SHOWN ARE BASED ON SURVEY AND AS-BUILT DATA AVAILABLE AT TIME OF DESIGN.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CONDITION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO SHOP DRAWING SUBMITTAL AND/OR COMMENCEMENT OF CONSTRUCTION. PROVIDE WRITTEN CONFIRMATION/DIAGRAMS OF ALL UTILITIES WITHIN THE LIMITS OF THE PROJECT. PROVIDE WRITTEN CONFIRMATION OF THE LOCATION, DEPTH AND CONDITION OF ALL UTILITIES.
3. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES DURING THE ENTIRE COURSE OF CONSTRUCTION UNLESS OTHERWISE COORDINATED WITH AND APPROVED BY AFFECTED UTILITY PROVIDERS AND CUSTOMERS.

RECORD DRAWING NOTES

1. RECORD DRAWINGS SHALL BE PREPARED IN THE STATE PLANE COORDINATE SYSTEM.
2. ALL UTILITY FEATURES SHALL BE SHOWN IN THEIR AS-BUILT LOCATION.
3. STATE PLANE COORDINATES SHALL BE DISPLAYED ON RECORD DRAWINGS FOR ALL FEATURES SPECIFIED IN PBCWUD STANDARDS.
4. STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS AS REQUIRED BY PBCWUD.

HYDRANT & HYDRANT SECURITY EQUIPMENT NOTES

1. FIRE HYDRANT SHALL BE EQUIPPED WITH A SET OF AFC "CAPTIVITY" SECURITY CAPS. THE CAPS SHALL BE CHAINED TO THE HYDRANT BODY AND INSTALLED PRIOR TO ISSUANCE OF "CONSTRUCTION WATER RELEASES" CERTIFICATION. A SCHEDULED INSPECTION BY PBCWUD IS REQUIRED TO VERIFY THE INSTALLATION AND OPERATION OF THE CAPS.
2. PLEASE NOTE THAT THE SECURITY CAPS CAN ONLY BE REMOVED USING SPECIAL WRENCHES. THE CONTRACTOR SHALL CONTACT THE PBCWUD INSPECTOR FOR ASSISTANCE IF ACCESS TO THE HYDRANT IS REQUIRED FOR FLUSHING OR TESTING PURPOSES.
3. ALL NEW FIRE HYDRANTS ARE TO BE INSTALLED SO THE PUMPER NOZZLE IS 5' 0" MIN WITH RAISED CURB OR 6' 0" MIN WITHOUT RAISED CURB AND 12' 0" MAX FROM THE EDGE OF PAVEMENT.

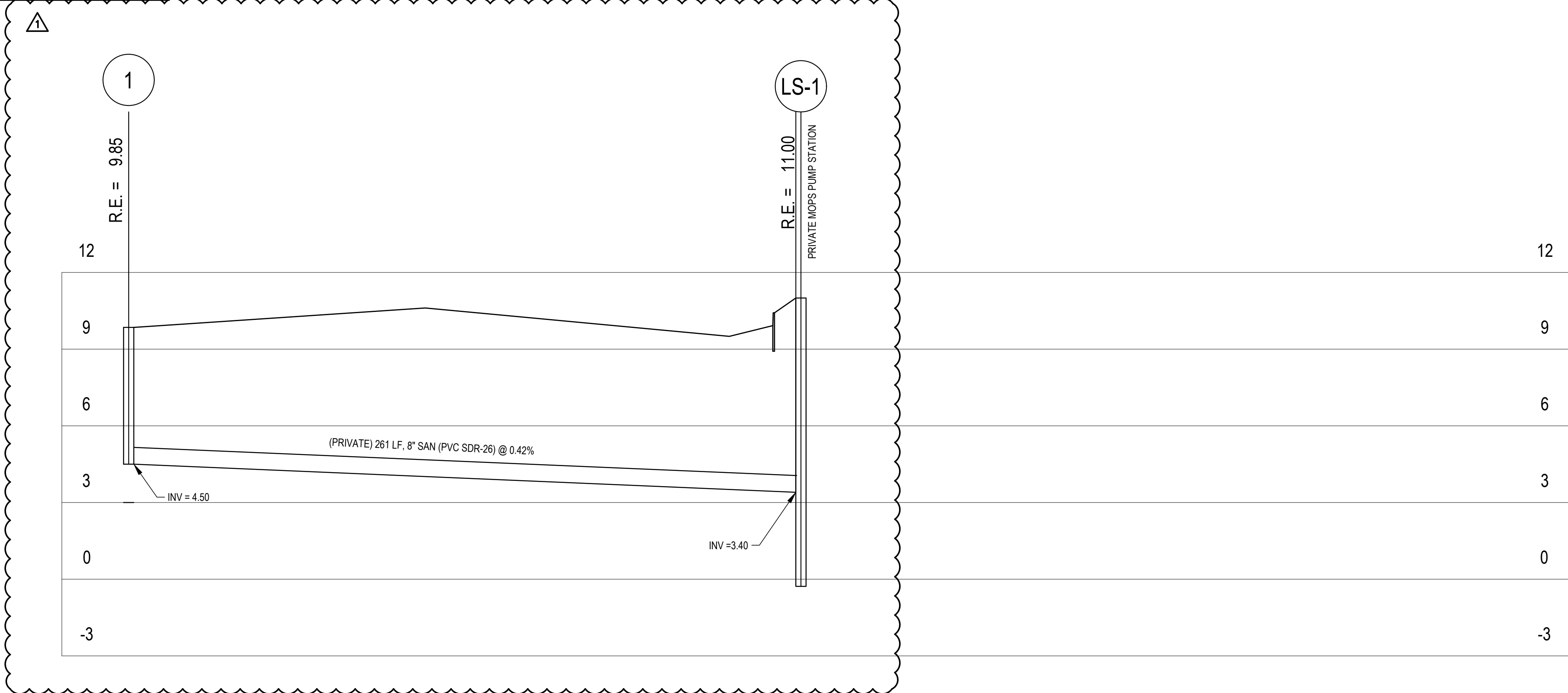
GENERAL WATER NOTES

1. ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
2. ALL WATER MAINS SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE COLORED TAPE IMPRINTED WITH ONE AND ONE HALF (1 1/2) INCH HIGH LETTERING READING "CAUTION WATER LINE BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
3. ALL WATER SERVICE BRASS FITTINGS ARE REQUIRED TO BE LEAD FREE.
4. ALL EXISTING PBCWJ FACILITIES (IE. VALVES) TO BE OPERATED BY PBCWJ PERSONNEL ONLY.

GENERAL LANDSCAPE NOTE:

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ADD 1.52' FOR NGVD '29



NOTES:

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4. STATE PLANE COORDINATES SHALL BE SHOWN ON PROPERTY CORNERS AS REQUIRED BY PBCWD.

HYDRANT & HYDRANT SECURITY EQUIPMENT NOTES:

1. FIRE HYDRANT SHALL BE EQUIPPED WITH A SET OF AFC "CAPTIVITY" SECURITY CAPS. THE CAPS SHALL BE CHAINED TO THE HYDRANT BODY AND INSTALLED PRIOR TO ISSUANCE OF "CONSTRUCTION WATER RELEASE" CERTIFICATION. A SCHEDULED INSPECTION BY PBCWDU IS REQUIRED TO VERIFY THE INSTALLATION AND OPERATION OF THE CAPS.
2. PLEASE NOTE THAT THE SECURITY CAPS CAN ONLY BE REMOVED USING SPECIAL WRENCHES. THE CONTRACTOR SHALL CONTACT THE PBCWDU INSPECTOR FOR ASSISTANCE IF ACCESS TO THE HYDRANT IS REQUIRED FOR FLUSHING OR TESTING PURPOSES.
3. ALL NEW FIRE HYDRANTS ARE TO BE INSTALLED SO THE PUMPER NOZZLE IS 5.0' MIN WITH RAISED CURB OR 6.0' MIN WITHOUT RAISED CURB AND 12.0' MAX FROM THE EDGE OF PAVEMENT.

GENERAL WATER NOTES:

1. ALL WATER MAIN DUCTILE IRON PIPE AND PIPE FITTINGS SHALL BE PAINTED WITH A 4" WIDE CONTINUOUS BLUE LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND IS LOCATED ALONG THE TOP OF THE PIPE.
2. ALL WATER MAINS SHALL BE MARKED WITH ONE CONTINUOUS STRIP OF 6" WIDE MAGNETIC BLUE COLORED TAPE IMPRINTED WITH ONE AND ONE HALF (1 1/2) INCH HIGH LETTERING READING "CAUTION WATER LINE BELOW" AND LOCATED APPROXIMATELY TWELVE (12) INCHES ABOVE THE CROWN OF THE PIPE. THE WORDING SHALL OCCUR EVERY THREE (3) FEET.
3. ALL WATER SERVICE BRASS FITTINGS ARE REQUIRED TO BE LEAD FREE.
4. ALL EXISTING BPCWD FACILITIES (IE. VALVES) TO BE OPERATED BY BPCWD PERSONNEL ONLY.

GENERAL LANDSCAPE NOTE:

1. IF ANY NEW LANDSCAPE MATERIALS ARE INSTALLED AS PART OF THIS PROJECT THEN SOO ONLY WITH NO SHRUBS AND/OR TREES ARE TO BE INSTALLED WITHIN 5' OF ANY WATER METER AND WITHIN 7.5' OF ANY FIRE HYDRANT. TREES CANNOT BE INSTALLED WITHIN 10' OF A WUD WATER MAIN WITHOUT PRIOR PBCWUD APPROVAL AND THE INSTALLATION OF A ROOT BARRIER. ALSO IF ANY EXISTING TREES ARE LESS THAN 10' MINIMUM OF ANY NEW WATER MAIN A ROOT BARRIER IS REQUIRED TO BE INSTALLED OR TREE RELOCATED/REMOVED.



VILLAGE OF VALOR

PALM SPRINGS, FL

APPROVED BY:

T. Jeff Trompeter, State of Florida, Professional Engineer, License No. 51045

This item has been digitally signed and sealed by T. Jeff Trompeter, P.E., on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CDI PROJECT NO.
14414-03

DATE: 10/20/2022

DESIGNED: CDI

DRAWN: CDI

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SANITARY SEWER PROFILES

C6.1

SHELBORNE VILLAGE OF VALOR

PROJECT NO.
00-000

PROJECT
NAME

5W

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)493-6000

PALM SPRINGS, FL

APPROVED BY:

T. Jeff Trompeter, State of Florida, Professional Engineer, License No. 51045
This item has been digitally signed and sealed by T. Jeff Trompeter, P.E., on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CDI PROJECT NO.
14414-03

DATE: 10/20/2023

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DRAWN: CDI

NO. DATE REVISION / REMARKS

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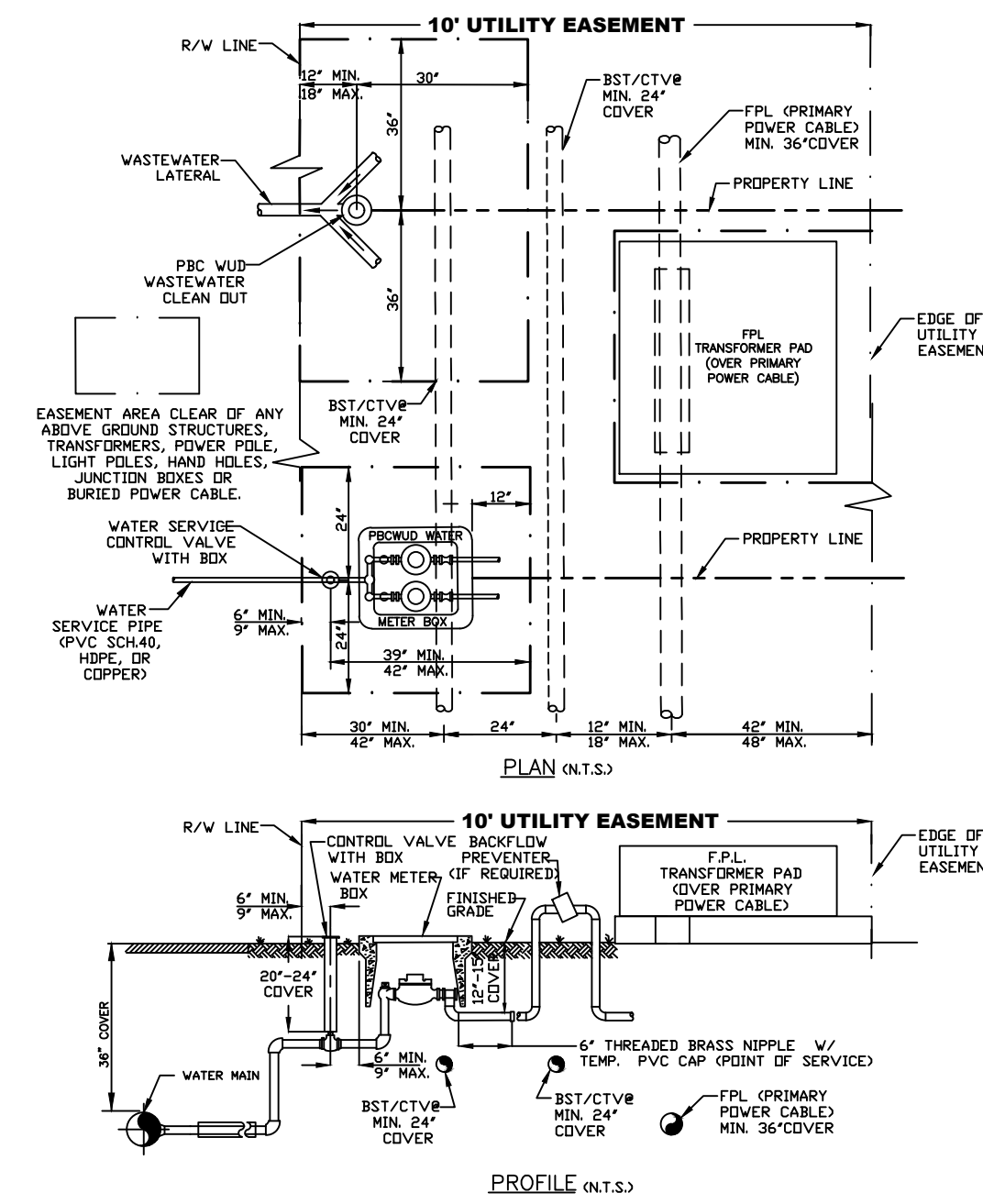
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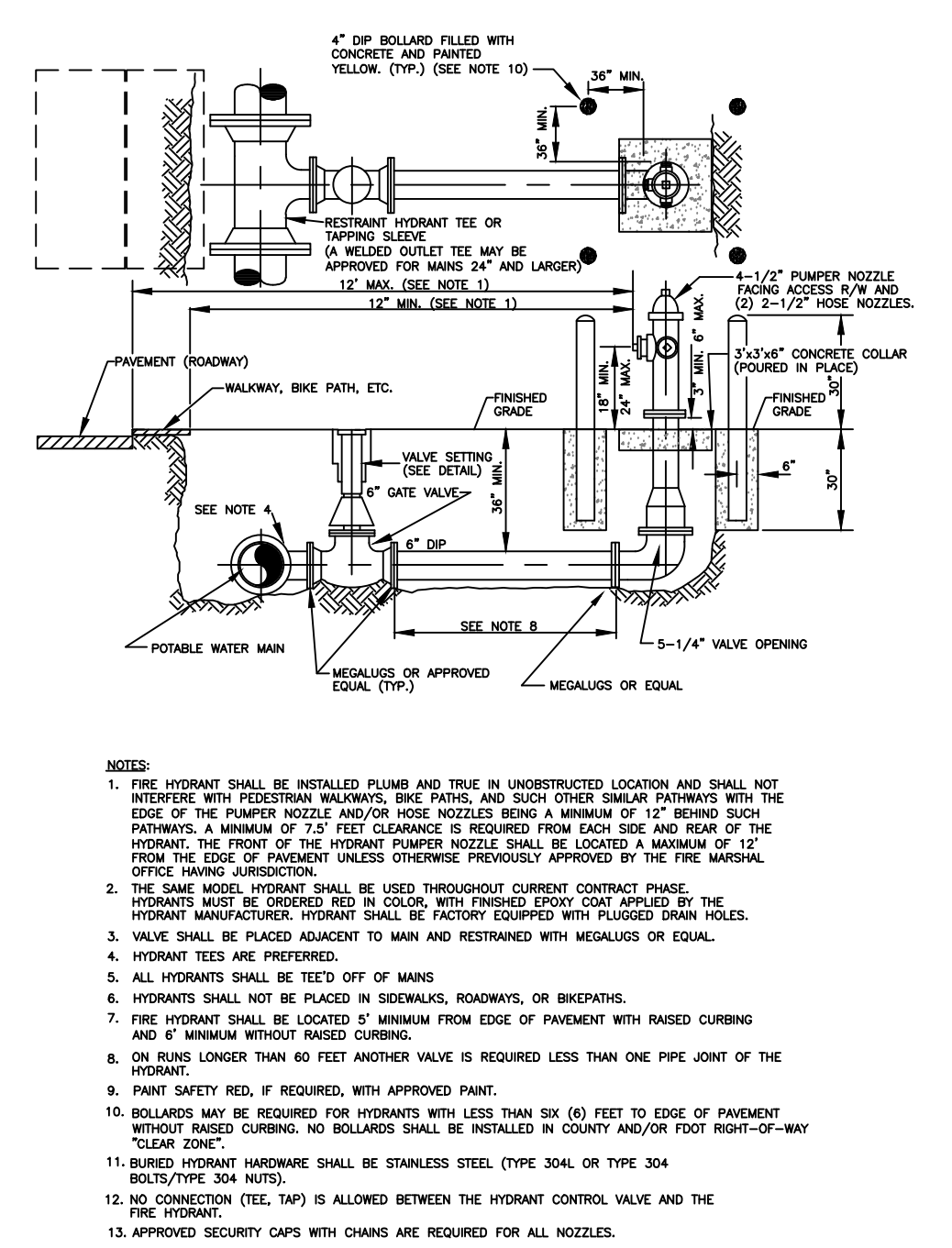
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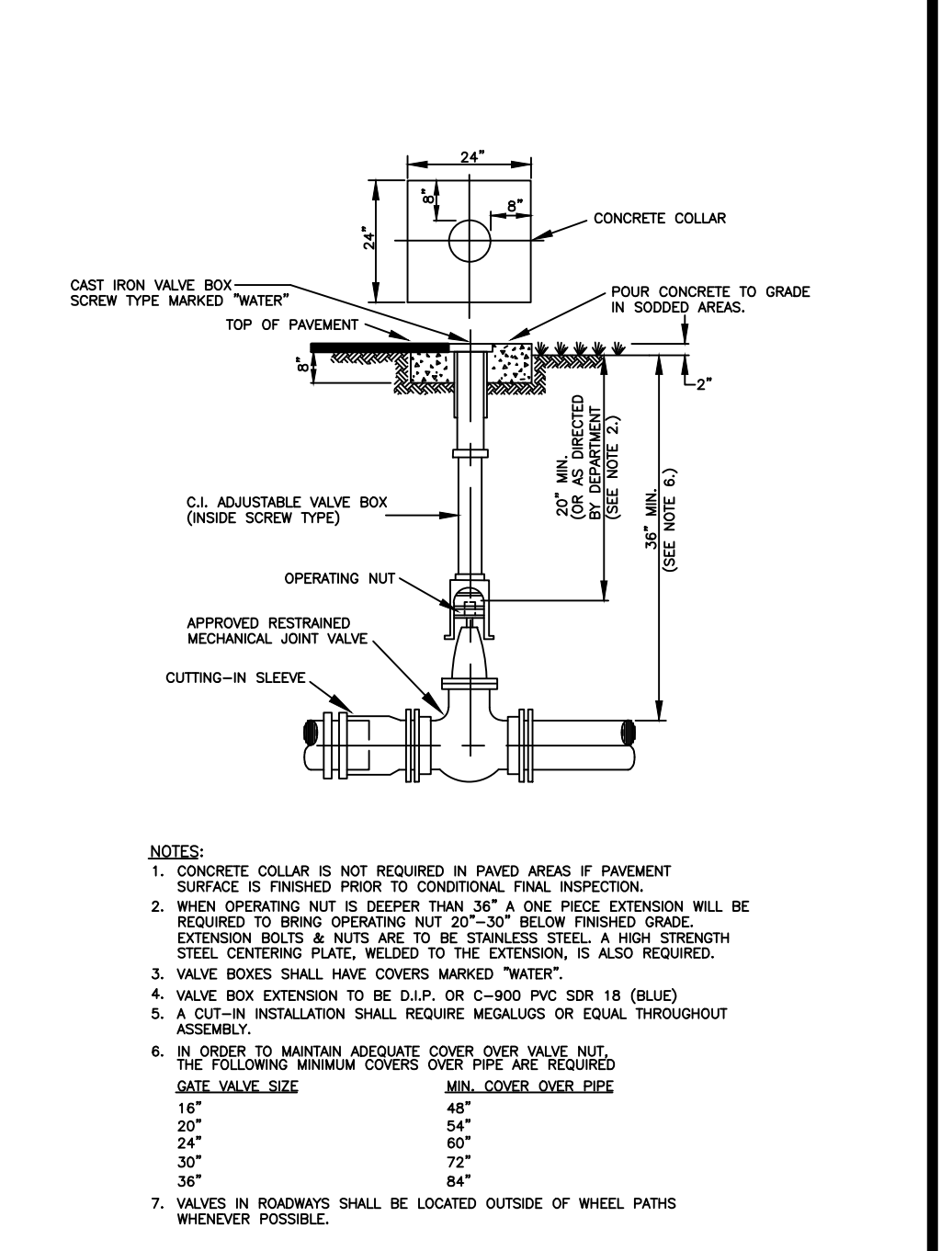
- NOTES:
1. THE DETAIL WAS DEVELOPED IN COLLABORATION WITH UTILITY COMPANIES SUPPLYING VARIOUS UTILITY SERVICES TO P&C/VUD CUSTOMERS.
 2. THE DIMENSIONS SHOWN SHALL SERVE AS A GENERAL GUIDELINE TO INSTALL UTILITIES WITHIN A 10' WIDE UTILITY EASEMENT PARALLEL TO A RIGHT-OF-WAY.
 3. THE PARTICIPATING UTILITIES PLEDGE TO OBSERVE, FOLLOW, AND ENFORCE THE INSTALLATION PARAMETERS SHOWN ON THIS DETAIL.

TYPICAL UTILITY INSTALLATION DETAIL IN A 10' UTILITY EASEMENT ADJACENT TO R/W



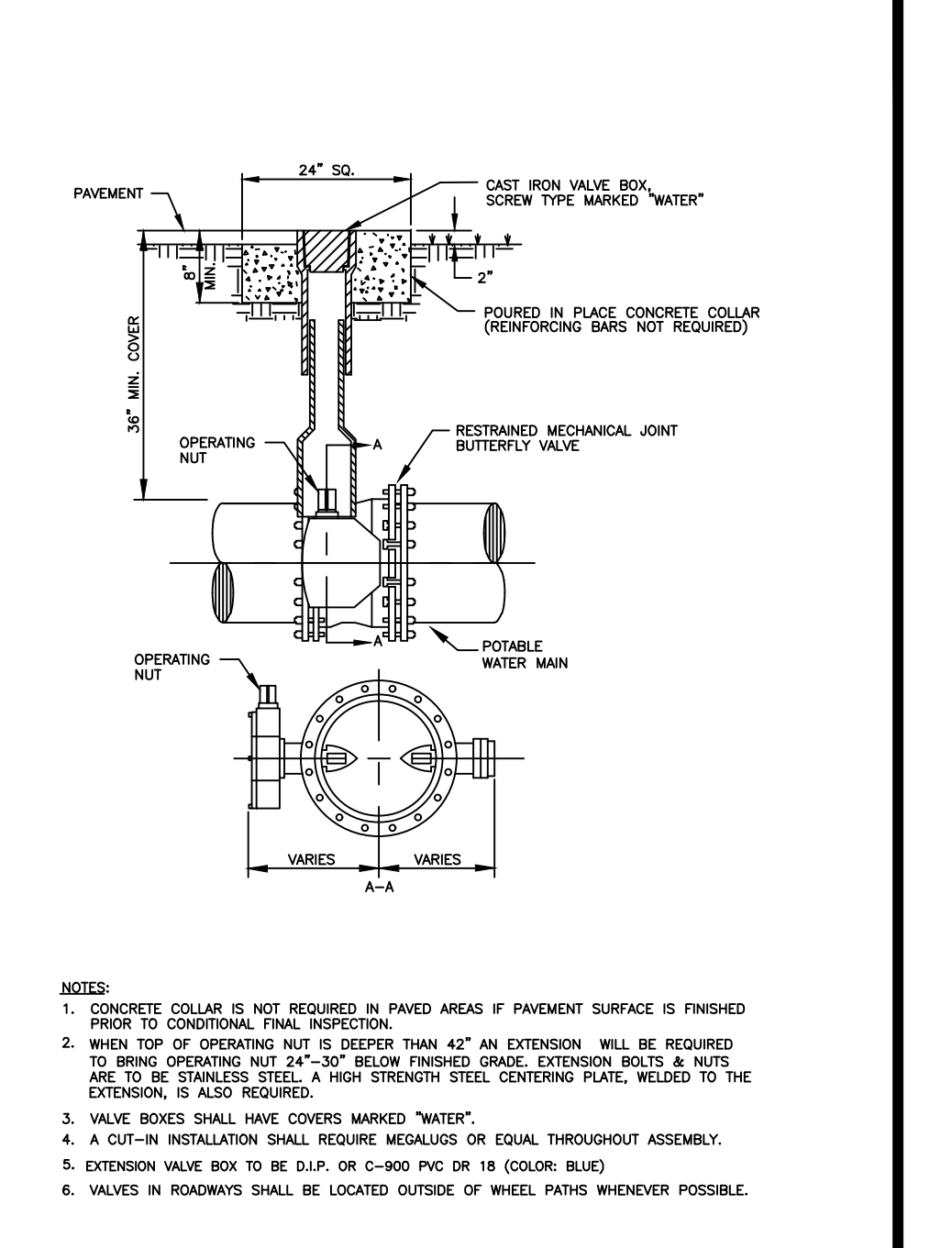
- NOTES:
1. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE IN UNRESTRICTED LOCATION AND SHALL NOT INTERFERE WITH PEDESTRIAN WALKWAYS, DRIVE PAVES, AND SUCH OTHER SIMILAR PAVEMENT SURFACES.
 2. THE SAME MODEL HYDRANT SHALL BE USED THROUGHOUT CURRENT CONTRACT PHASE.
 3. OFFICE WALKWAY ADJUNCTION.
 4. HYDRANT TESTS ARE PREFERRED.
 5. VALVE SHALL BE PLACED ADJACENT TO MAIN AND RESTRAINED WITH MEDALUS OR EQUAL.
 6. HYDRANT TESTS ARE PREFERRED.
 7. FIRE HYDRANT SHALL BE LOCATED 3' MINIMUM FROM EDGE OF PAVEMENT WITH RASSED CURBING AND 4' MINIMUM WITHOUT RASSED CURBING.
 8. ON RIMS LONGER THAN 40 FEET ANOTHER VALVE IS REQUIRED LESS THAN ONE PIPE JOINT OF THE HYDRANT.
 9. PAINT SAFETY RED, IF REQUIRED, WITH APPROVED PAINT.
 10. BOLLARDS MAY BE REQUIRED FOR HYDRANTS WITH LESS THAN SIX (6) FEET TO EDGE OF PAVEMENT WITHOUT RASSED CURBING. NO BOLLARDS SHALL BE INSTALLED IN CURB AND/OR TOP RIGHT-OF-WAY "COLLAR ZONE".
 11. BURRED HYDRANT WAREHOUSE SHALL BE STAINLESS STEEL (TYPE 304, OR TYPE 304 BOLTS/TYPE 304 NUTS).
 12. NO CORROSION (TEE, TAP) IS ALLOWED BETWEEN THE HYDRANT CONTROL VALVE AND THE FIRE HYDRANT.
 13. APPROVED SECURITY CAPS WITH CHAINS ARE REQUIRED FOR ALL NOZZLES.

TYPICAL FIRE HYDRANT INSTALLATION WITH BOLLARDS DETAIL



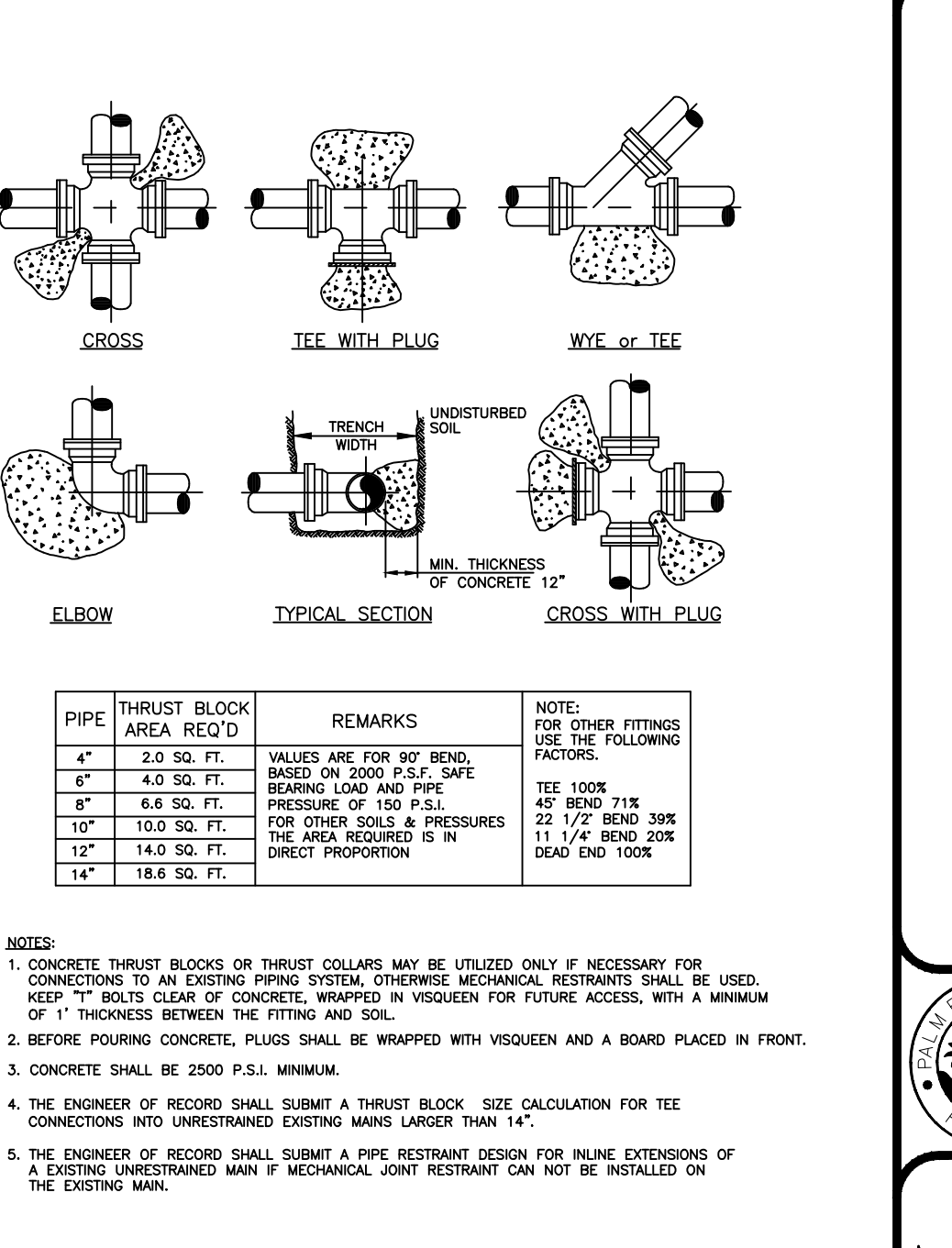
- NOTES:
1. CONCRETE COLLAR IS NOT REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO CONDITIONAL FINAL INSPECTION.
 2. WHEN OPERATING NUT IS DEEPER THAN 36\"/>

POTABLE WATER MAIN TYPICAL GATE VALVE SETTING AND MAIN CUT-IN DETAIL



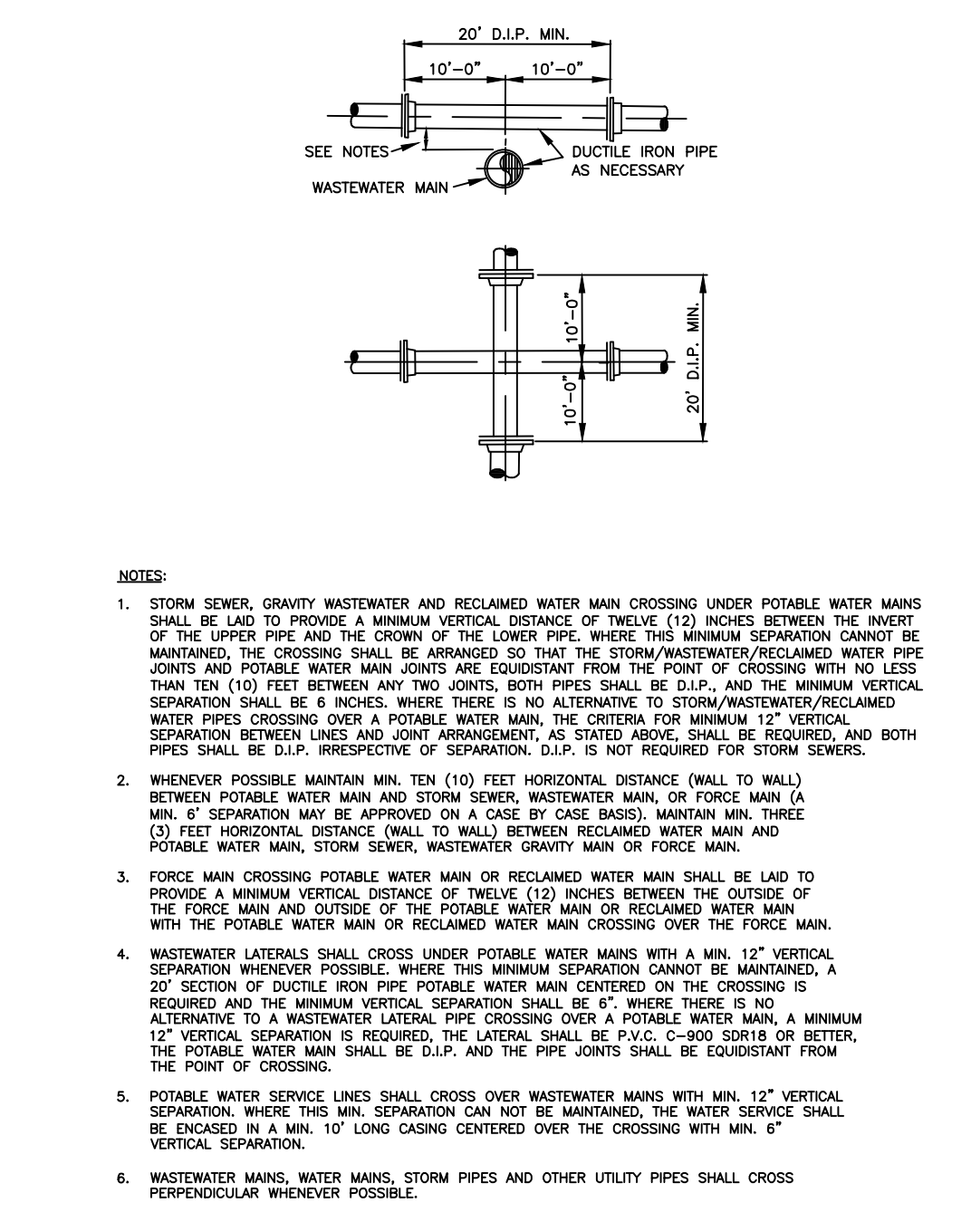
- NOTES:
1. CONCRETE COLLAR IS NOT REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO CONDITIONAL FINAL INSPECTION.
 2. WHEN TOP OF OPERATING NUT IS DEEPER THAN 42\"/>

POTABLE WATER MAIN TYPICAL BUTTERFLY VALVE SETTING



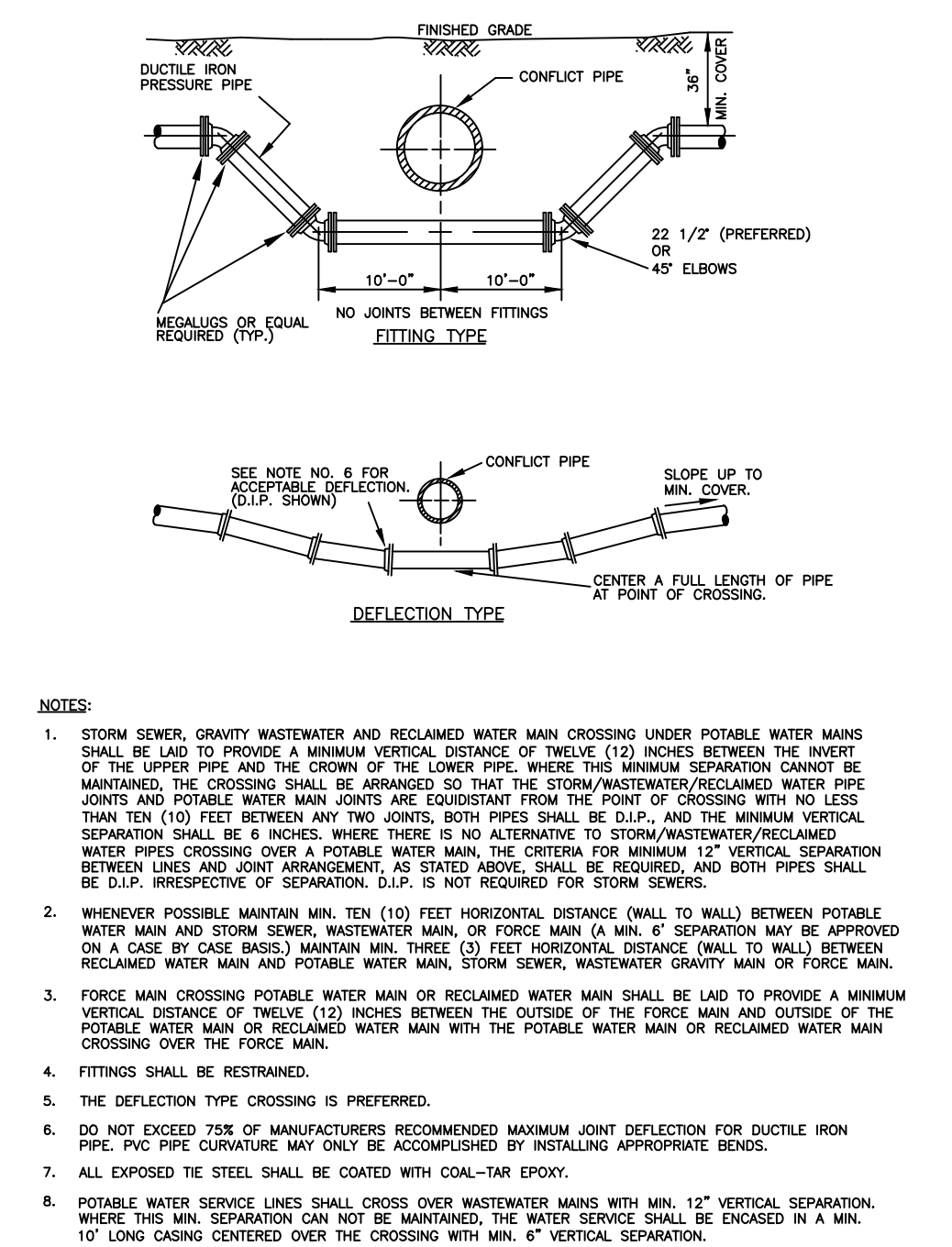
- NOTES:
1. CONCRETE THRUST BLOCKS OR THRUST COLLARS MAY BE UTILIZED ONLY IF NECESSARY FOR CONNECTIONS TO AN EXISTING PIPING SYSTEM. OTHERWISE MECHANICAL RESTRAINTS SHALL BE USED. KEEP 1" THICKNESS CLEAR OF CONCRETE, WRAPPED IN VEGGIDEN FOR FUTURE ACCESS, WITH A MINIMUM OF 1" THICKNESS BETWEEN THE FITTING AND SOIL.
 2. BEFORE POURING CONCRETE, PLUGS SHALL BE WRAPPED WITH VEGGIDEN AND A BOARD PLACED IN FRONT.
 3. CONCRETE SHALL BE 2500 P.S.I. MINIMUM.
 4. THE ENGINEER OF RECORD SHALL SUBMIT A THRUST BLOCK SIZE CALCULATION FOR TEE CONNECTIONS INTO UNRESTRAINED EXISTING MAINS LARGER THAN 14".
 5. THE ENGINEER OF RECORD SHALL SUBMIT A PIPE RESTRAINT DESIGN FOR INLINE EXTENSIONS OF A EXISTING UNRESTRAINED MAIN IF MECHANICAL JOINT RESTRAINT CAN NOT BE INSTALLED ON THE EXISTING MAIN.

TYPICAL THRUST BLOCKS FOR PRESSURE PIPE



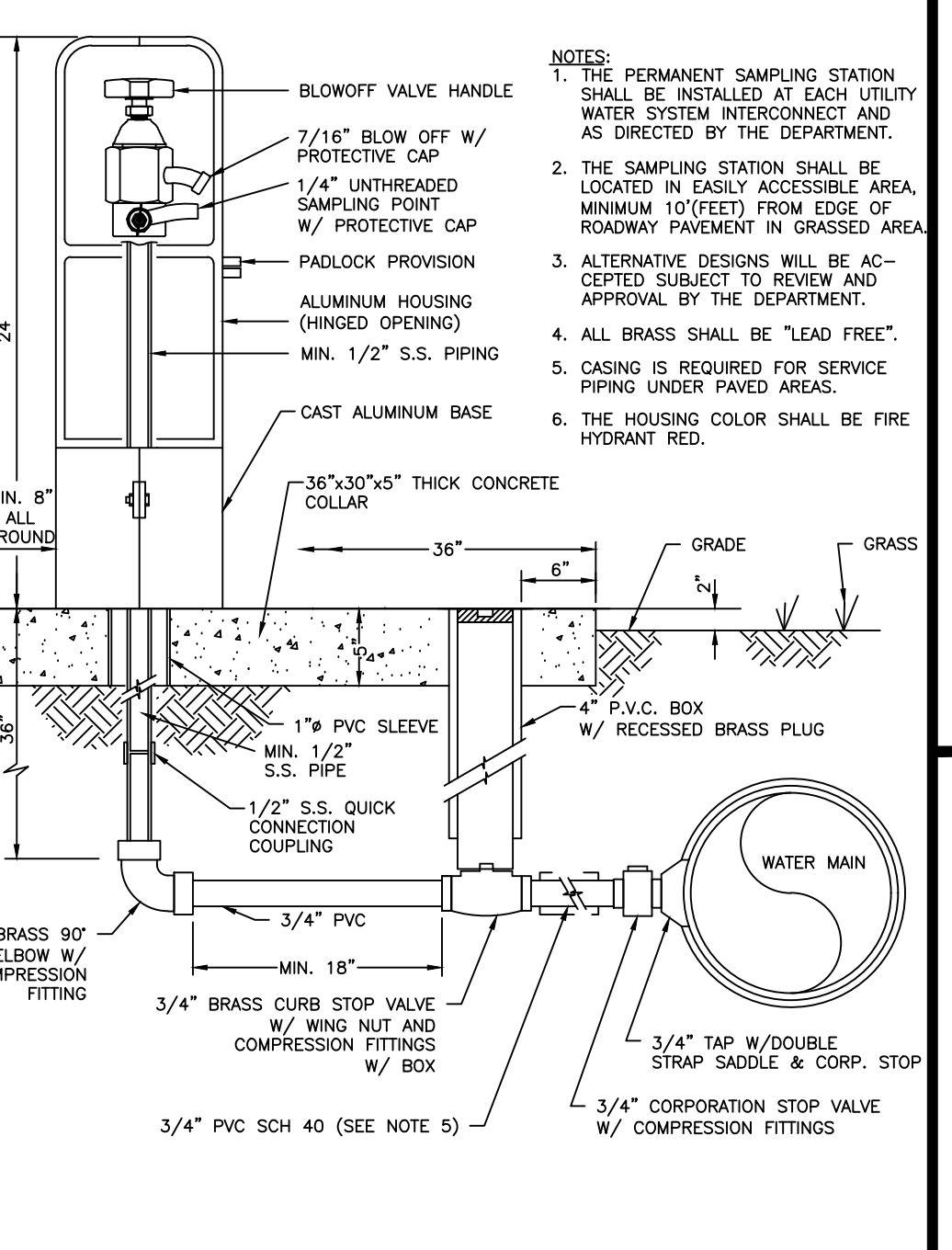
- NOTES:
1. STORM SEWER, GRAVITY WASTEWATER AND RECLAIMED WATER MAIN CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/WASTEWATER/RECLAIMED WATER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN (10) FEET BETWEEN ANY TWO JOINTS. BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6 INCHES, WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/RECLAIMED WATER PIPES CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM 12" VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P., RESPECTIVE OF SEPARATION, D.I.P. IS NOT REQUIRED FOR STORM SEWERS.
 2. WHENEVER POSSIBLE MAINTAIN MIN. TEN (10) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN POTABLE WATER MAIN AND STORM SEWER WASTEWATER MAIN, OR FORCE MAIN (A MIN. 6" SEPARATION MAY BE APPROVED ON A CASE BY CASE BASIS). MAINTAIN MIN. THREE (3) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN RECLAIMED WATER MAIN AND POTABLE WATER MAIN, STORM SEWER, WASTEWATER GRAVITY MAIN OR FORCE MAIN.
 3. FORCE MAIN CROSSING POTABLE WATER MAIN OR RECLAIMED WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND OUTSIDE OF THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN WITH THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN CROSSING OVER THE FORCE MAIN.
 4. WASTEWATER LATERALS SHALL CROSS UNDER POTABLE WATER MAINS WITH A MIN. 12" VERTICAL SEPARATION WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, A 20" SECTION OF DUCTILE IRON PIPE POTABLE WATER MAIN CENTERED ON THE CROSSING IS REQUIRED AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6" WHERE THERE IS NO ALTERNATIVE TO A WASTEWATER LATERAL PIPE CROSSING OVER A POTABLE WATER MAIN, A MINIMUM 12" VERTICAL SEPARATION IS REQUIRED. THE LATERAL SHALL BE P.V.C. C-400 SCH.18 OR BETTER. THE POTABLE WATER MAIN SHALL BE D.I.P. AND THE PIPE JOINTS SHALL BE EQUIDISTANT FROM THE POINT OF CROSSING.
 5. POTABLE WATER SERVICE LINES SHALL CROSS OVER WASTEWATER MAINS WITH MIN. 12" VERTICAL SEPARATION. WHERE THIS MIN. SEPARATION CANNOT BE MAINTAINED, THE WATER SERVICE SHALL BE ENCASED IN A MIN. 10" LONG CASING CENTERED OVER THE CROSSING WITH MIN. 6" VERTICAL SEPARATION.
 6. WASTEWATER MAINS, WATER MAINS, STORM PIPES AND OTHER UTILITY PIPES SHALL CROSS PERPENDICULAR WHENEVER POSSIBLE.

POTABLE WATER, WASTEWATER MAIN AND STORM SEWER CONFLICT



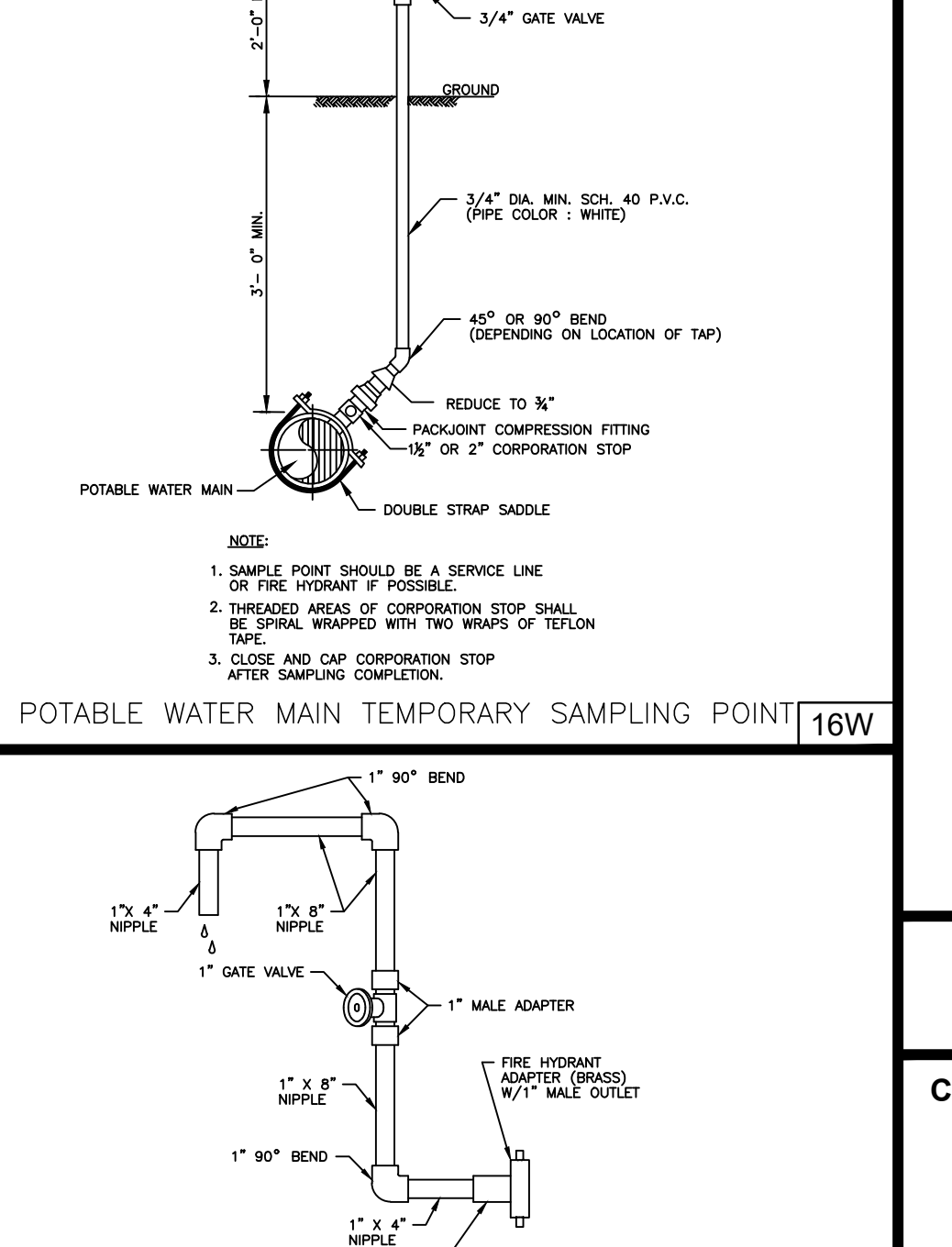
- NOTES:
1. STORM SEWER, GRAVITY WASTEWATER AND RECLAIMED WATER MAIN CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/WASTEWATER/RECLAIMED WATER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN TEN (10) FEET BETWEEN ANY TWO JOINTS. BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE 6 INCHES, WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/RECLAIMED WATER PIPES CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM 12" VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P., RESPECTIVE OF SEPARATION, D.I.P. IS NOT REQUIRED FOR STORM SEWERS.
 2. WHENEVER POSSIBLE MAINTAIN MIN. TEN (10) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN POTABLE WATER MAIN AND STORM SEWER WASTEWATER MAIN, OR FORCE MAIN (A MIN. 6" SEPARATION MAY BE APPROVED ON A CASE BY CASE BASIS). MAINTAIN MIN. THREE (3) FEET HORIZONTAL DISTANCE (WALL TO WALL) BETWEEN RECLAIMED WATER MAIN AND POTABLE WATER MAIN, STORM SEWER, WASTEWATER GRAVITY MAIN OR FORCE MAIN.
 3. FORCE MAIN CROSSING POTABLE WATER MAIN OR RECLAIMED WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND OUTSIDE OF THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN WITH THE POTABLE WATER MAIN OR RECLAIMED WATER MAIN CROSSING OVER THE FORCE MAIN.
 4. FITTINGS SHALL BE RESTRAINED.
 5. THE DEFLECTION TYPE CROSSING IS PREFERRED.
 6. DO NOT EXCEED 70% OF MANUFACTURERS RECOMMENDED MAXIMUM JOINT DEFLECTION FOR DUCTILE IRON PIPE. P.V.C PIPE CURVATURE MAY ONLY BE ACCOMPLISHED BY INSTALLING APPROPRIATE BENDS.
 7. ALL EXPOSED STEEL SHALL BE COATED WITH COAL-TAR EPOXY.
 8. POTABLE WATER SERVICE LINES SHALL CROSS OVER WASTEWATER MAINS WITH MIN. 12" VERTICAL SEPARATION. WHERE THIS MIN. SEPARATION CANNOT BE MAINTAINED, THE WATER SERVICE SHALL BE ENCASED IN A MIN. 10" LONG CASING CENTERED OVER THE CROSSING WITH MIN. 6" VERTICAL SEPARATION.
 9. WASTEWATER MAINS, WATER MAINS, STORM PIPES AND OTHER UTILITY PIPES SHALL CROSS PERPENDICULAR WHENEVER POSSIBLE.

POTABLE WATER MAIN / FORCE MAIN PRESSURE PIPE CONFLICT DETAIL



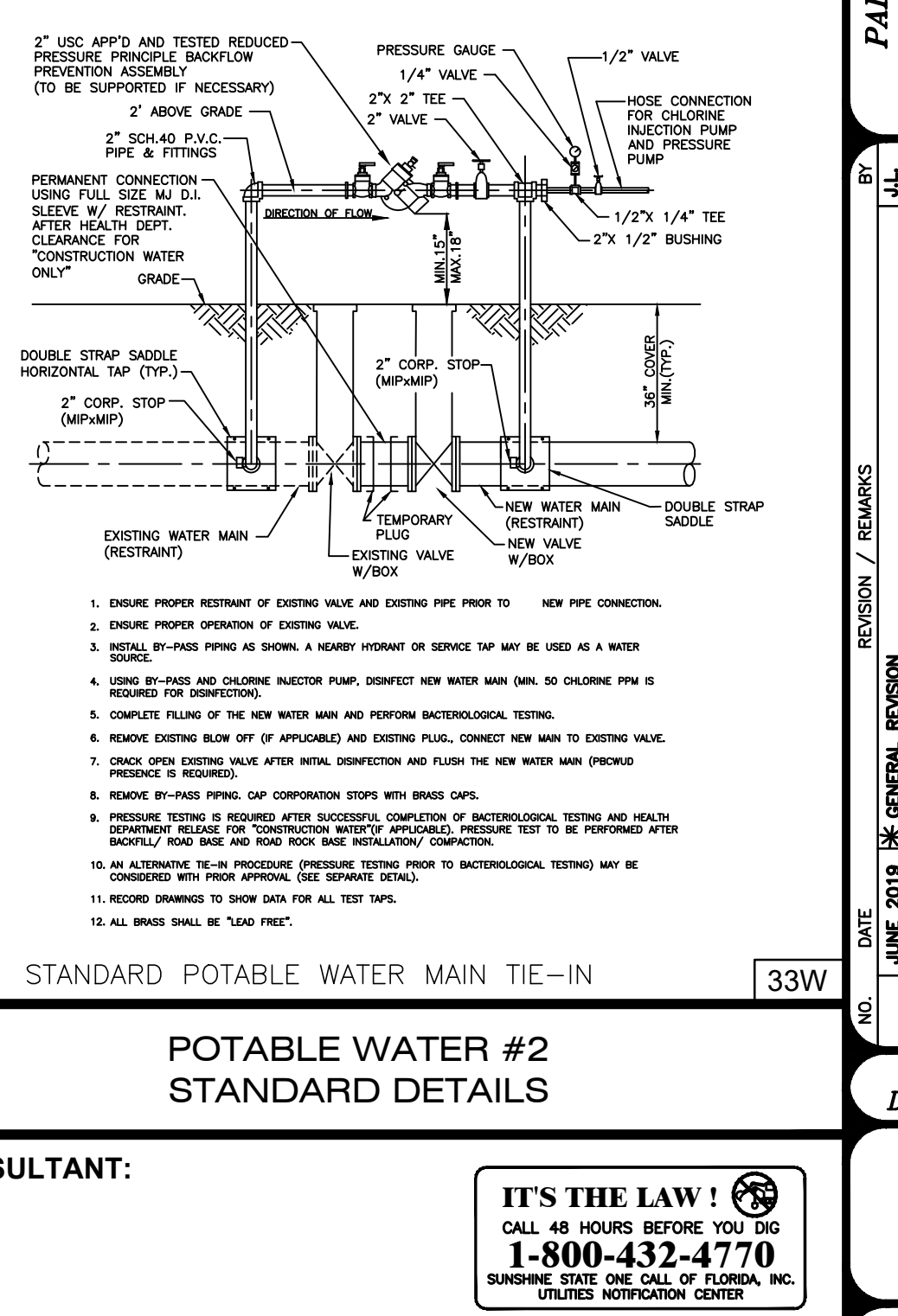
- NOTES:
1. THE PERMANENT SAMPLING STATION SHALL BE INSTALLED AT EACH UTILITY WATER SYSTEM INTERCONNECT AND AS DIRECTED BY THE DEPARTMENT.
 2. THE SAMPLING STATION SHALL BE LOCATED IN EASILY ACCESSIBLE AREA, MINIMUM 10' FEET FROM EDGE OF ROADWAY PAVEMENT IN GRASSY AREA.
 3. ALTERNATIVE DESIGNS WILL BE ACCEPTED SUBJECT TO REVIEW AND APPROVAL BY THE DEPARTMENT.
 4. ALL BRASS SHALL BE "LEAD FREE".
 5. CASING IS REQUIRED FOR SERVICE PIPING UNDER PAVED AREAS.
 6. THE HOUSING COLOR SHALL BE FIRE HYDRANT RED.

PERMANENT SAMPLING POINT



- NOTES:
1. USE HYDRANT WRENCH ONLY.
 2. ALL PIPES AND FITTINGS SCH. 40 P.V.C. (PIPE COLOR: WHITE).

POTABLE WATER MAIN FIRE HYDRANT SAMPLING POINT



- NOTES:
1. ENSURE PROPER RESTRAINT OF EXISTING VALVE AND EXISTING PIPE PRIOR TO NEW PIPE CONNECTION.
 2. ENSURE PROPER OPERATION OF EXISTING VALVE.
 3. BODILY IN-PAID PIPING AS SHOWN, A HEAVY HYDRANT OR SERVICE TAP MAY BE USED AS A WATER SOURCE.
 4. USE BY-PASS AND CHLORINE INJECTION PUMP, TESTED NEW WATER MAIN ONLY. NO CHLORINE PIPE IS REQUIRED FOR PERMANENT.
 5. COMPLETE FLUSH OF THE NEW WATER MAIN AND PERFORM BACTERIOLOGICAL TESTING.
 6. REMOVE EXISTING BLOW OFF OF APPLICABLE AND EXISTING VALVE, CONNECT THE NEW WATER MAIN (PROVIDE PRESSURE IS REQUIRED).
 7. CHECK AFTER EXISTING VALVE AFTER INITIAL DISINFECTION AND FLUSH THE NEW WATER MAIN (PROVIDE PRESSURE IS REQUIRED).
 8. REMOVE BY-PASS PIPING. CAP CONNECTION STOPS WITH BRASS CAPS.
 9. PRESSURE TESTING IS REQUIRED AFTER SUCCESSFUL COMPLETION OF BACTERIOLOGICAL TESTING AND HEALTH DEPARTMENT RELEASE FOR CONSTRUCTION WAREHOUSE. PRESSURE TEST TO BE PERFORMED AFTER CONNECTION.
 10. AN ALTERNATE 10-10 PRESSURE (PRESSURE TESTING PRIOR TO BACTERIOLOGICAL TESTING) MAY BE CONSIDERED WITH PRIOR APPROVAL. (SEE SEPARATE DETAIL).
 11. RECORD DRAWING TO SHOW DATA FOR ALL TEST TAPS.
 12. ALL BRASS SHALL BE "LEAD FREE".

STANDARD POTABLE WATER MAIN TIE-IN

POTABLE WATER #2 STANDARD DETAILS

CONSULTANT:

DESIGNED BY: WUD

DRAWN BY: M. BUCKNER

CHECKED BY: J. LAMBERT

APPROVED BY: WUD

IT'S THE LAW !
CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
SUNSHINE STATE ONE-CALL OF FLORIDA, INC.
UTILITIES NOTIFICATION CENTER

PROJECT NO. 00-000

PROJECT NAME

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561) 498-6000

DATE: JUNE 2018

REVISION / REMARKS

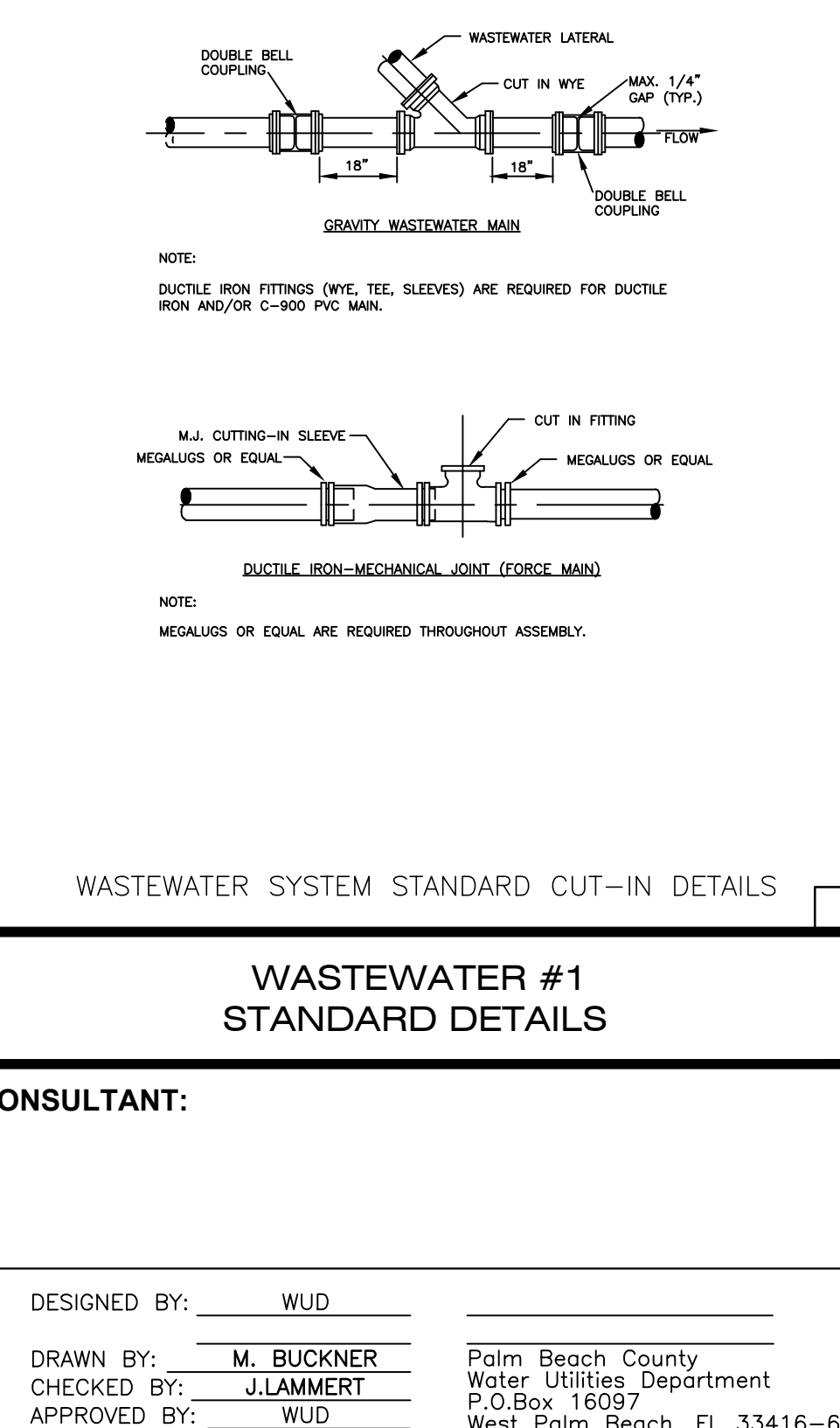
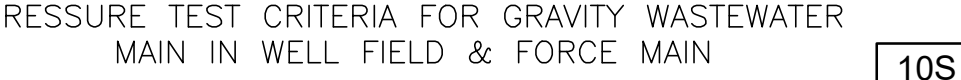
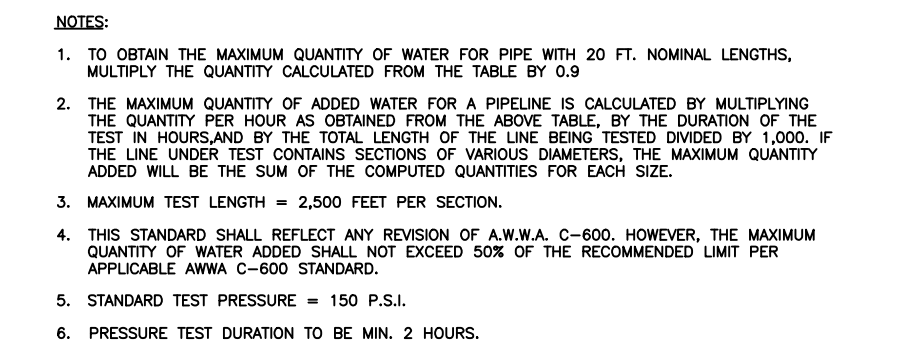
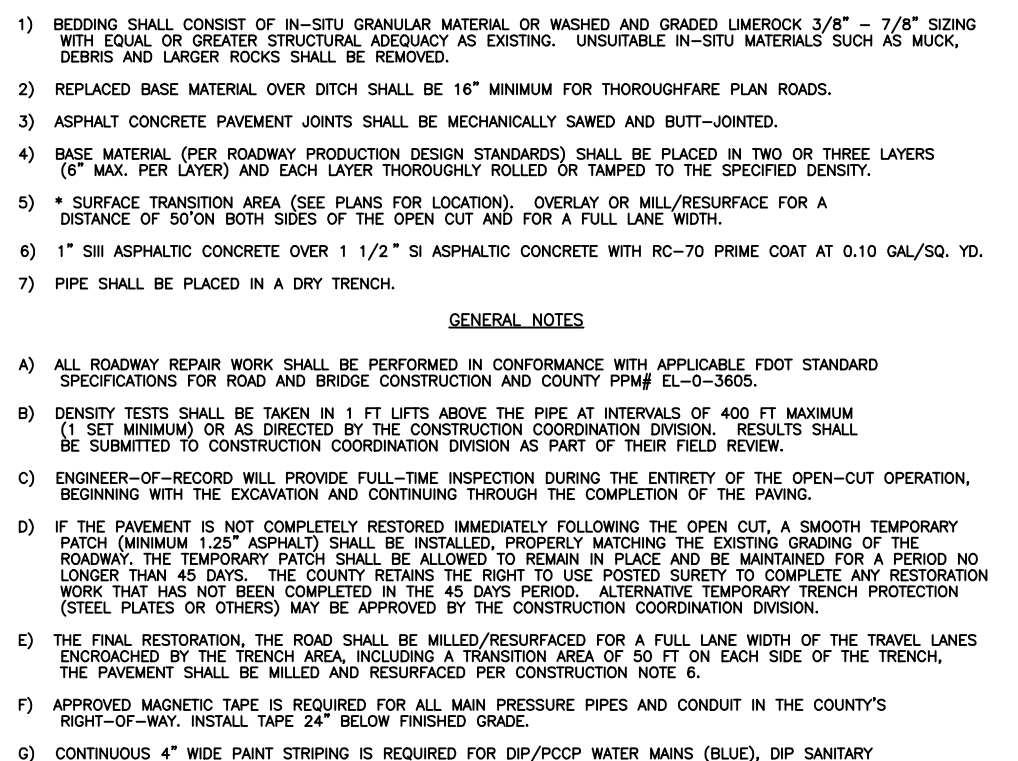
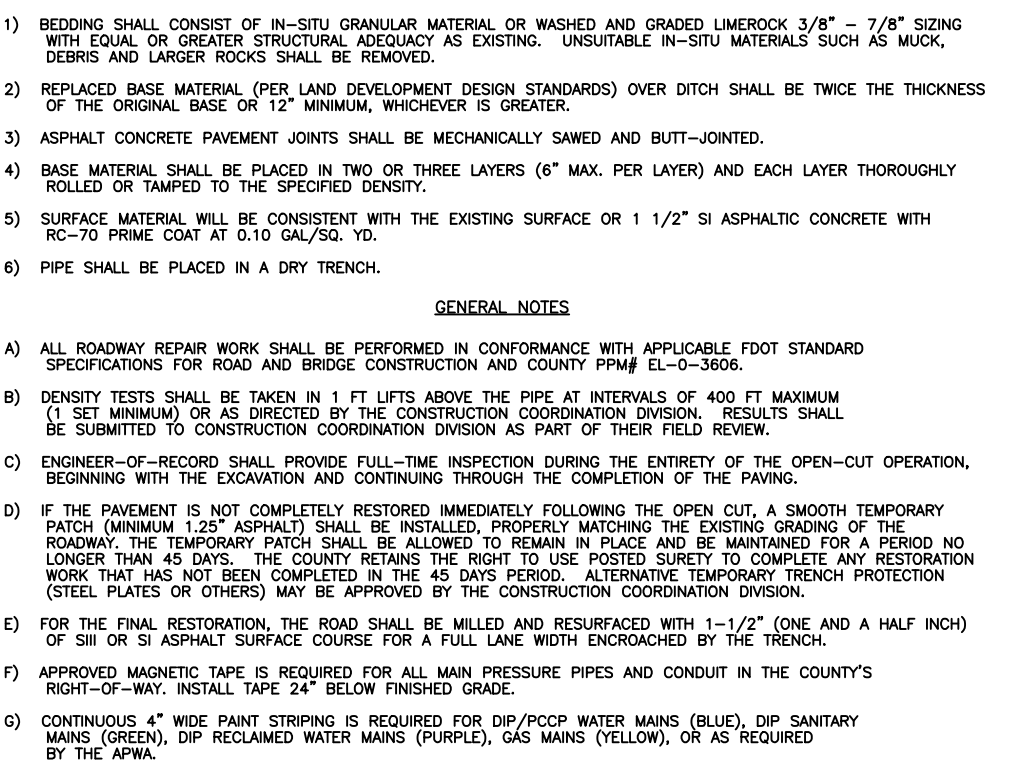
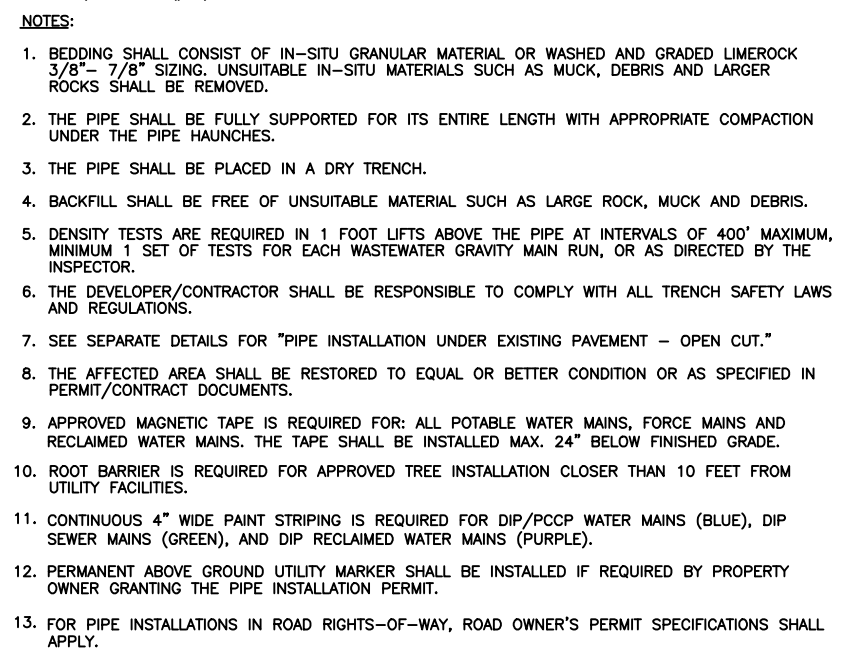
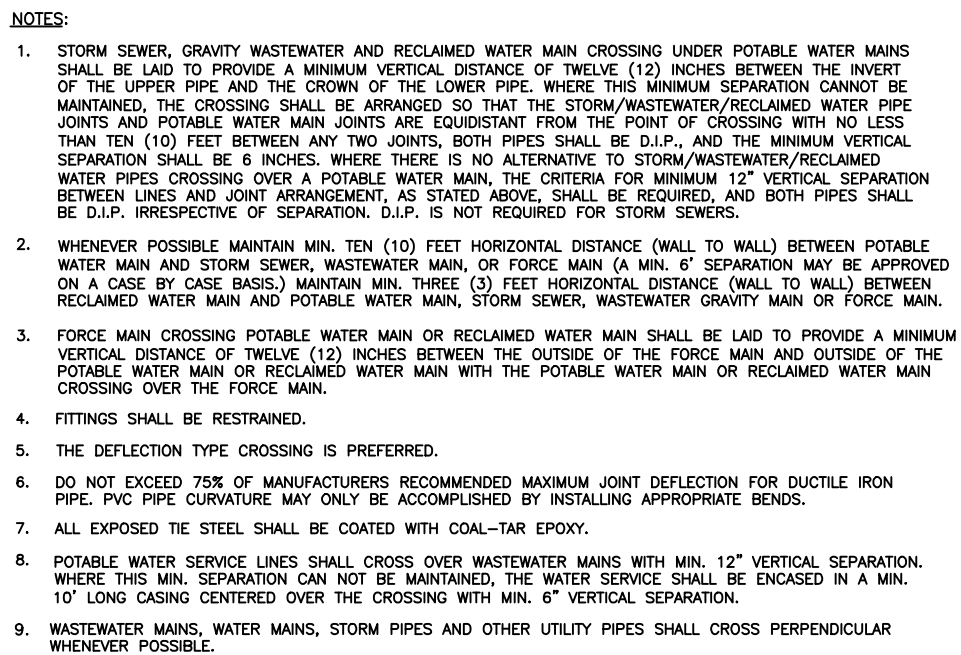
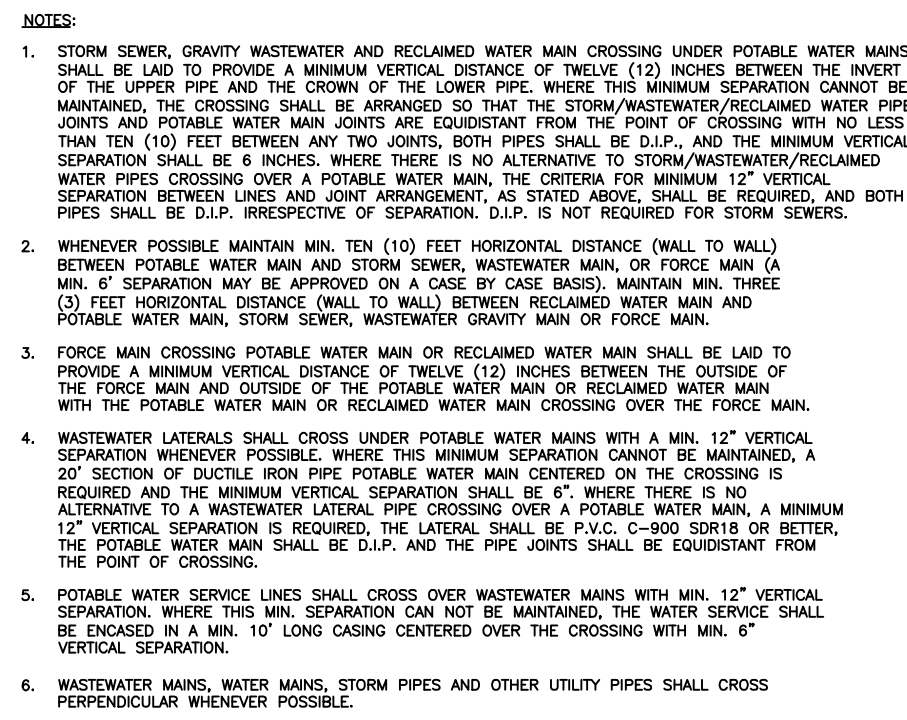
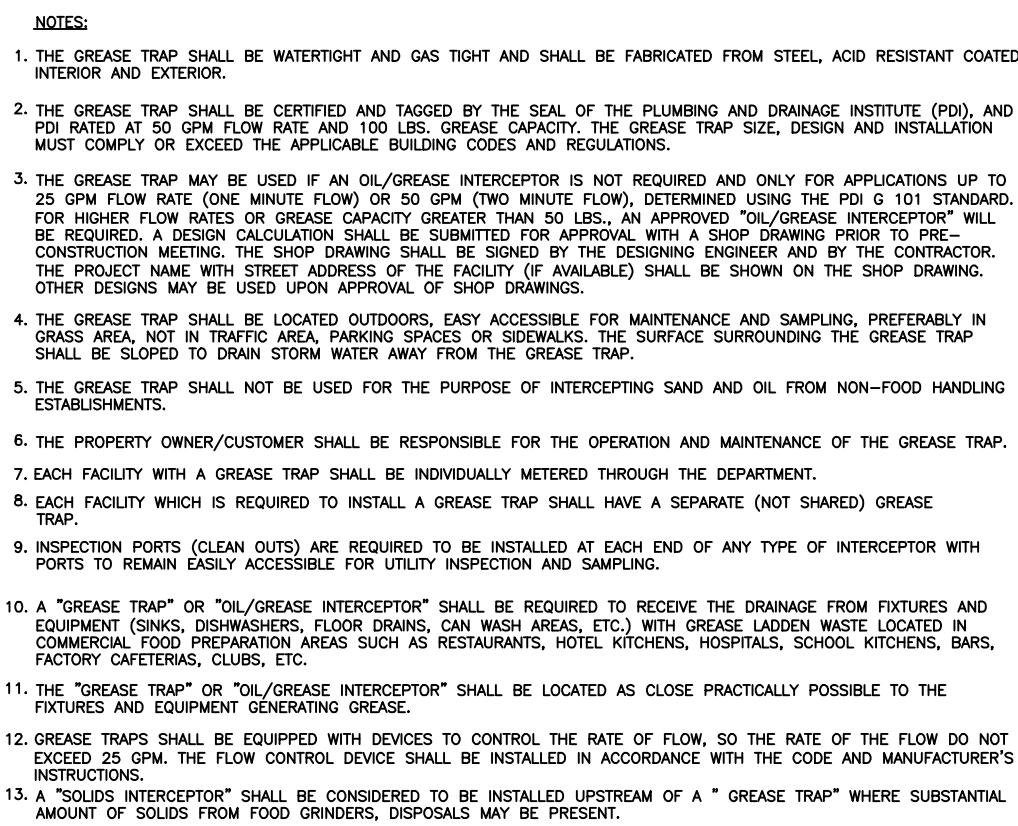
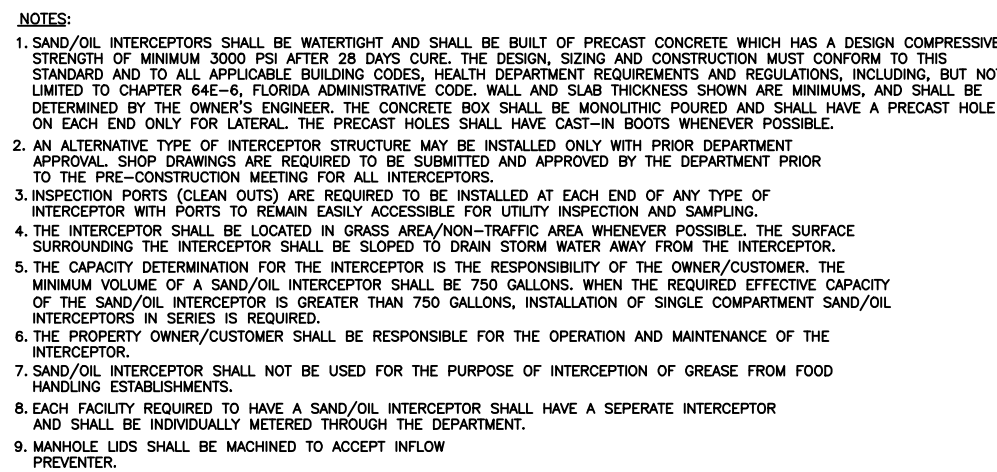
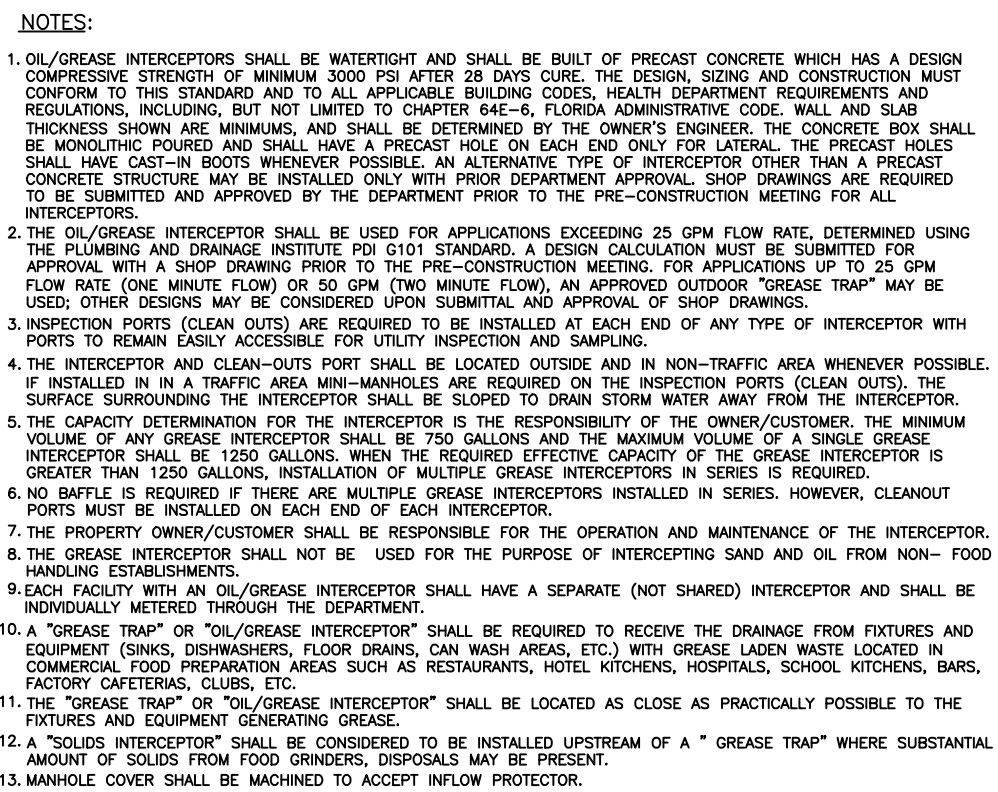
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STD DETAILS

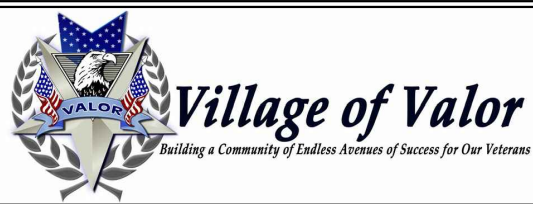
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SEAL

Feb 16, 2023



WASTEWATER #1 STANDARD DETAILS



SHELBORNE

**VILLAGE OF
VALOR**

PALM SPRINGS, FL

APPROVED BY:

T. Jeff Trompeter, State of Florida, Professional Engineer, License No. 51045

This item has been digitally signed and sealed by T. Jeff Trompeter, P.E., on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CDI PROJECT NO.
14414-03

DATE: 10/20/2022

DESIGNED: CDI

DRAWN: CDI

NO.	DATE	REVISION DESCRIPTION
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**WASTEWATER #3
STANDARD DETAILS**

C7.7

PROJECT NO.
00-000

PROJECT
NAME



PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)463-6000

BY

JUL

REVISION / REMARKS

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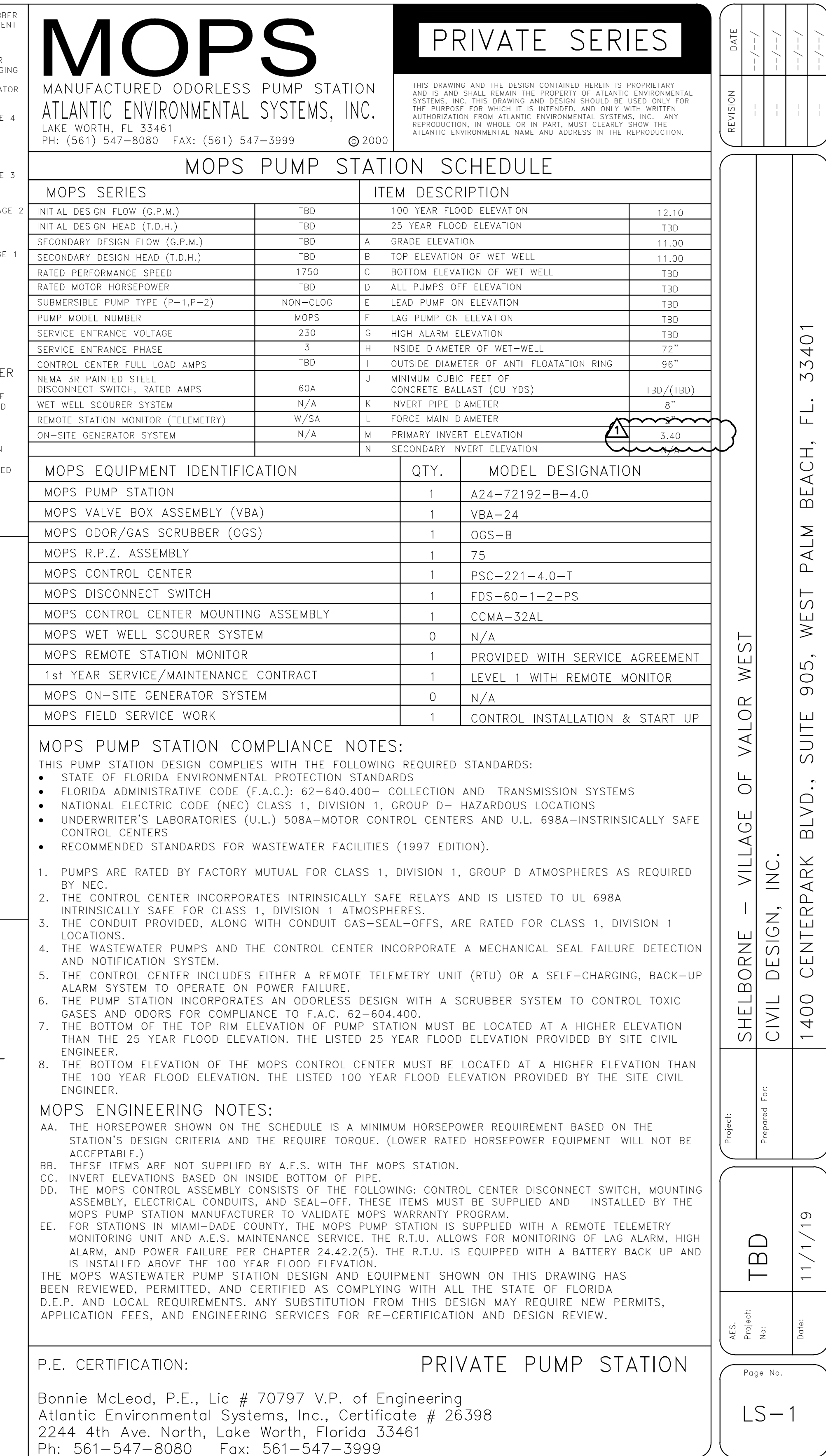
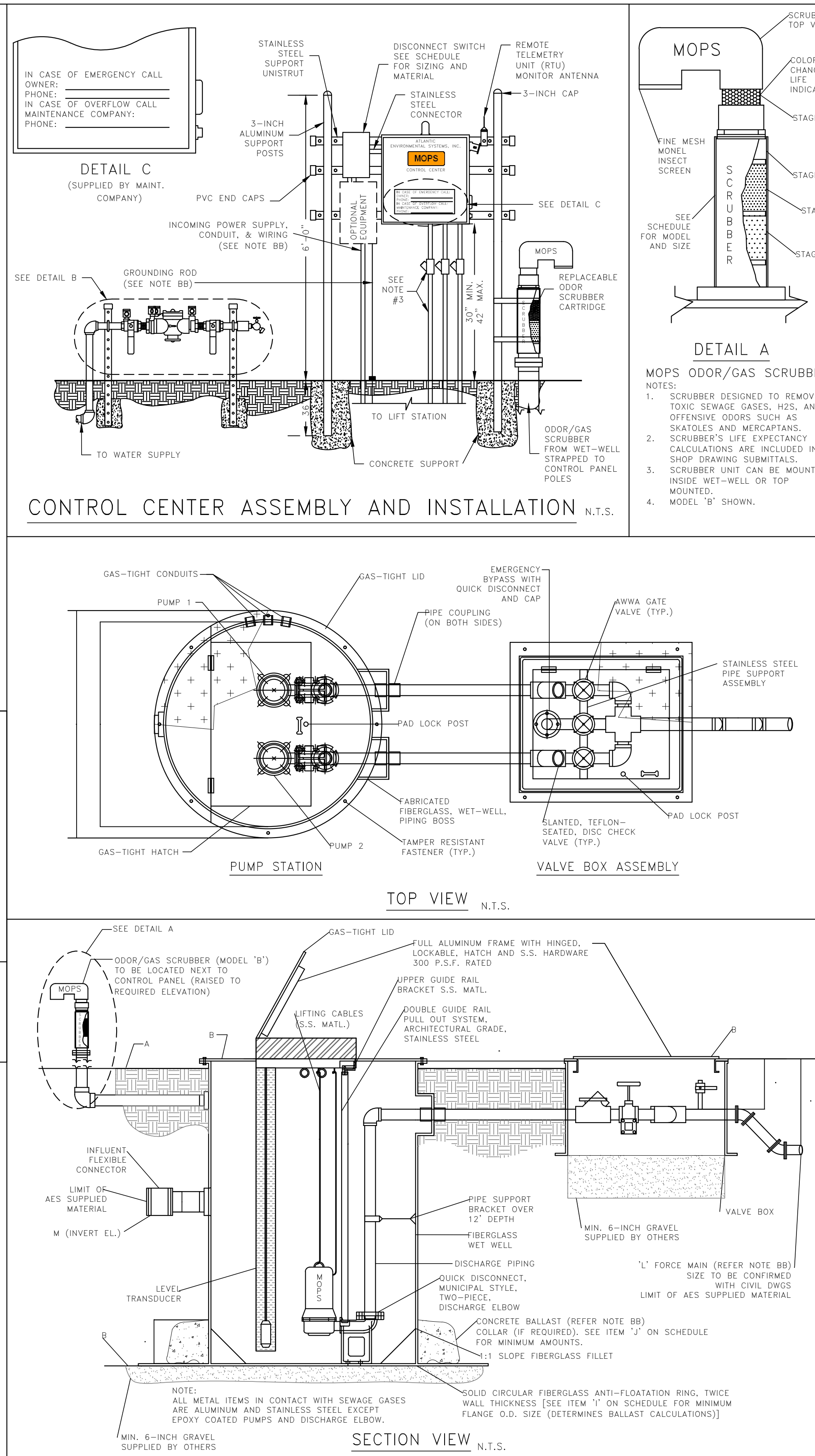
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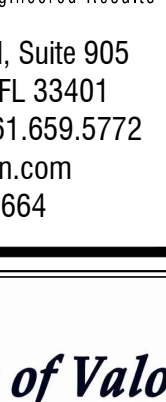
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CONSULTANT:

Feb 16, 2023



 CIVIL DESIGN, INC. Service Driven Design – Engineered Results 1400 Centrepark Blvd, Suite 905 West Palm Beach, FL 33401 T: 561.659.5760 F: 561.659.5772 www.civil-design.com Registry No. 9664		
 <i>Village of Valor</i> Building a Community of Excellence Through Success for Our Citizens		
SHELBORNE VILLAGE OF VALOR		
PALM SPRINGS, FL		
APPROVED BY:		
T. Jeff Trompetter, State of Florida, Professional Engineer, License No. 51045 This item has been digitally signed and sealed by T. Jeff Trompetter, P.E., on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.		
CDI PROJECT NO. 14414-03		
DATE: 10/20/2022		
DESIGNED: CDI		
DRAWN: CDI		
NO.	DATE	REVISION DESCRIPTION
1	02/16/23	OWNER REVISIONS/SITE PLAN COMMENTS
MOPS PRIVATE SEWER PUMP STATION		
C8.1		

April 17, 2023

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

From: Tara Bamber, PE 

**Re: Village of Valor on 2nd Ave. N.
Site Plan Approval Letter (Updated)
Engenuity Group Project No. 6001.135**

We reviewed the following which we received through WeTransfer on 3-29-23:

1. Civil Plan, 23 sheets, revised 02-16-23, by Civil Design, Inc.
2. Site Plan, 1 sheet (SP-1), revised 03-13-23, by Redd & Associates.
3. Landscape Plan, 4 sheets (LP-1 to LP-4), revised 03-13-23, by Redd & Associates.
4. Boundary Survey, 2 sheets, revised 01-28-23, by Caulfield & Wheeler, Inc.
5. Justification Statement, 20 sheets.
6. Unified Development Application, 5 sheets, dated 03-27-23, by VPS.

We recommend Site Plan approval with the following conditions:

1. Per the revised Landscape Plan,
 - a. Conflict between water main connection and Live Oak at the southeast property line.
 - b. Review separation between sanitary sewer pipe and Live Oaks in the medians.
 - c. Review separation between the drainage pipes and Live Oaks at the northwest parking corner.
2. Provide cross sections at the perimeter of the property.
3. Provide revised Drainage Report per Site Plan changes.
4. Provide permits from applicable agencies including, but not limited to, LWDD, PBCWUD, PBC Land Development, PBC Fire Rescue, etc.
5. Additional comments may be asked at time of Civil Plan review.

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

**Cc: Lisa Tropepe, PE
Chris Melendez**



13081 S. MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Carrie P. Hill
Jeffrey P. Phipps, Sr.
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
District Counsel
Mark A. Perry, P.A.

October 28, 2022

Chris Melendez
Planning, Zoning, & Building Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1604

Re: VILLAGE of VALOR (west side E-4 Canal)
NW Quad of 2nd Avenue and E-4 Canal
Tract 98, MODEL LAND COMPANY SECTION 20/44/43, PB 5, PG 79
LWDD Equalizer No 4 Canal; LWDD Project No. RI-22-0059 & 15-9647P.01

Mr. Melendez:

- This petition is located on the west side of Lake Worth Drainage District's (LWDD) Equalizer No. 4 Canal.
- LWDD has no comments regarding the proposed site & landscape plans dated October 6, 2022.
- LWDD obtained canal cross-sections from the petition on the east side of the E-4 Canal, and therefore canal cross-sections will not be required on this project.
- LWDD has a sufficient berm width for canal maintenance on the west side of the E-4 Canal, and therefore no additional right-of-way will be required to be conveyed.
- This petition will require an outfall connection permit from LWDD prior to construction.
- LWDD has no objection to the referenced petition.

Thank you for the opportunity to review and comment. If you have any questions or concerns please contact me.

Sincerely,

A handwritten signature in black ink that reads "David A. Bends". The signature is written in a cursive, flowing style.

David A. Bends, P.S.M.
Project Surveyor



May 23, 2023

Rebecca Mulcahy, P.E.
Pinder Troutman Consulting, Inc.
601 Heritage Drive, Suite 493
Jupiter, Florida 33458

**RE: Village of Valor
Project #: 230501
Traffic Performance Standards (TPS) Review**

Dear Ms. Mulcahy:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, revised May 11, 2023, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	North side of 2 nd Avenue N, about 0.31 miles east of Congress Avenue
PCN:	70-43-44-20-01-098-0020
Access:	Full access driveway connection onto 2 nd Avenue <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Mid-rise Multi-Family Residential = 54 DUs
New Daily Trips:	245
New Peak Hour Trips:	20 (5/15) AM; 21 (13/8) PM
Build-out:	December 31, 2027

Based on our review, the Traffic Division has determined the proposed development does not have significant peak hour traffic impact (as defined in PBC TPS) on the roadway network and, therefore, meets the TPS of Palm Beach County.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

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Maria Sachs, Vice Mayor

Maria G. Marino
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Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Rebecca Mulcahy, P.E.

May 23, 2023

Page 2

approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hanane Akif".

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jb

ec:

Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2023\230501 - VILLAGE OF VALOR.DOCX;

Village of Valor Apartments - 2nd Ave North

WR

Wesley Jolin R. <WJolin@pbcgov.org>

To:

- Iramis Cabrera;
- Christian Melendez Berrios

Tue 4/4/2023 9:13 AM

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

No fire rescue site comments. Plans are being routed back to Palm Springs. Thank you.

Wesley Jolin, IAAI-CFI®

Fire Safety Specialist

Palm Beach County Fire Rescue

wjolin@pbcgov.org

561.233.2695

2300 North Jog Road: Suite 1E-40

West Palm Beach FL 33411

RE: Village of Valor - 2nd Avenue N - 2nd Submittal

JP

Jakub Pajak <jpajak@LakeWorthBeachfl.gov>

To:

- Christian Melendez Berrios;
- Jean St. Simon <jssimon@lakeworthbeachfl.gov>

Cc:

• Iramis Cabrera
Tue 4/4/2023 9:52 AM

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

Hi Christian,

In the written response I noticed the following:

- Provide a ten foot utility easement along the west side of the buildings, starting on the north side of the bike racks of building II, head South, and stop at the power pole on the south side of 2nd Avenue North.

Response: Per email correspondence with Jean St. Simons at the City of Lake Worth Beach Utilities, the proposed easement configuration and location of transformers is approved. The location and configuration of the easement is shown on the civil sheets C3.1 and C5.1, and landscape sheets LP-1 and LP-2.

However I do not see the easement identified in C3.1 and C5.1.

Additional comments apply:

1. Prior to the issuance of a building permit, the following actions shall be completed:
 - a. Provide load calculations and voltage requirements, including the electrical riser diagram with wire size and number of sets of wire.
 - b. Provide the meter bank locations.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
 - a. A final electrical inspection will be required.

Thank you.

Jakub Pajak

Engineering Distribution Electrical Engineer | Electric Utility Department

City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461
V:561-273-6907
Jpajak@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov
<https://lakeworthbeachfl.gov/social-media/>

City Operating Hours

Monday – Friday 8:00 am – 5:00 pm

“We are LAKE WORTH BEACH. A hometown City that is committed to delivering the highest level of customer service through a commitment to integrity, hard work and a friendly attitude. We strive to exceed the expectations of our citizens, our businesses, our elected officials and our fellow employees.”

RE: Village of Valor - 2nd Avenue N - 2nd Submittal

WC

Will Carey <WCarey@pbcgov.org>

To:

• Christian Melendez Berrios

Cc:

- Iramis Cabrera;
- Quazi Bari <QBari@pbcgov.org>;
- Carlos Bojorge <CBojorge@pbcgov.org>;
- Jonathan DeLaura <JDeLaura@pbcgov.org>

Wed 3/29/2023 1:56 PM

VOV Site Plan 2023-03-13 set.pdf



2. Written Response to Staff Comments.pdf



2 attachments (6 MB) □ Save all to OneDrive - Village of Palm Springs, FL - GCC □ Download all

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

Hello Christian,

PBC Roadway has no objections to the proposed site plan. Ultimate right of way for 2nd Ave appears to already be accounted for along the property. Restriping of the median gore area on 2nd Ave may be required but we'll handle that during the right of way permitting phase for the proposed driveway connection.

Standard disclaimer, this review is not a TPS review. That will have to be done separately by the applicant.

Regards,
Will



Will Carey, PE

Special Projects Section Mgr., [Roadway Production Division](#)
Palm Beach County Engineering & Public Works Dept.
(561) 684-4183 / wcarey@pbcgov.org / Mon-Fri 9am to 6pm

RE: Village of Valor - 2nd Avenue N - 2nd Submittal

Wil Hicks <whicks@pbia.org>

To: Christian Melendez Berrios

Cc: Iramis Cabrera

Tue 4/18/2023 6:24 PM

Hello,

The proposed residential development “Village of Valor” is seeking to construct approximately two Multi-Family four (4) story buildings located on 2nd Ave N. in Palm Springs. From the description provided to the Department, the properties are located east of Congress Ave. and north of Lake Worth Rd. within the Airport Land Use Noise Zone (ALUNZ) for Palm Beach County Park Airport. It also appears the proposed development is located in the Airport Regulated Area Zone 1 & 3 for Lantana Airport. In accordance with Article 16, Chapter B, Section 1, C.1. any penetration of Zone 1 must fill out the Notice Criteria form located on the FAA website at the link <https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm>. The Notice Criteria Tool analysis will determine if the proposed development will require the applicant to submit for FAA review. If the applicant is not required to submit for FAA review, please provide a copy of the results to Department of Airports. Any project with height concerns must comply with FAA regulations. If it is required per Notice Criteria Tool analysis, the applicant must fill out Form 7460, Notice of Actual Construction or Alteration. Form 7460 is available online on FAA website at the link <https://oeaaa.faa.gov>. FAA will perform an aeronautical study to determine if the proposed development will be a hazard to air navigation. Once FAA has provided a decision, the applicant must provide DOA a copy of their results with their application.

Residential occupants on occasion will observe aircraft arriving at and departing from Palm Beach County Park Airport. In accordance with the provision of Article 16, each residential perspective tenant and purchaser within the ALUNZ must be informed and disclosed of the following prior to a real estate contract that may eventually transfer ownership in real property. The condition will become inclusive in the contract’s conditions and shall be noted in subsequent contracts.

THIS COMMUNITY IS LOCATED WITHIN THE FLIGHT PATH OF THE PALM BEACH COUNTY PARK (“LANTANA AIRPORT”) AND WILL BE SUBJECT TO AIRCRAFT NOISE AT VARYING LEVELS, VIBRATIONS, ODORS, FUMES AND OTHER IMPACTS FROM AIRCRAFT OPERATIONS CONDUCTED AT, ABOVE OR WITHIN THE VICINITY OF THE LANTANA AIRPORT.

Please contact me with any concerns.

Thank you,
Wil Hicks
Technical Services Coordinator
561-471-7491

Re: Village of Valor - 2nd Avenue N - 2nd Submittal

鲐

Flag for follow up.

鲐

You replied on Wed 4/5/2023 12:55 PM

Flag for follow up. You replied on Wed 4/5/2023 12:55 PM

MO

Michael Owens <michael.owens.1@palmbeachschools.org>

To:

- Christian Melendez Berrios

Cc:

- Iramis Cabrera;
- Venetrice Jackson <venetrice.jackson@palmbeachschools.org>

Tue 4/4/2023 1:32 PM

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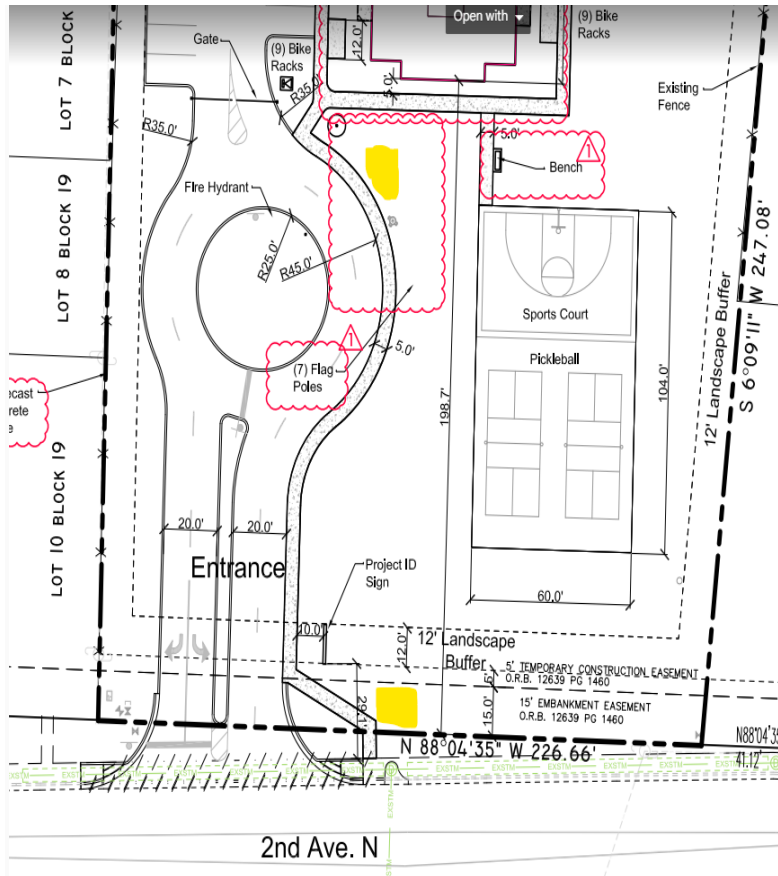
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Christian:

Good afternoon. I have spoken with District Transportation staff regarding the placement of a school bus shelter for this site. Staff would like for the applicant to provide a shelter. Please look at the snip below:



Do you think a shelter could be placed within that 15' embankment easement as shown? There may be prohibitions insofar as what kind of structures can be placed within. If that is not allowed, perhaps the area near the project sign outside of the 12' landscape buffer may work.

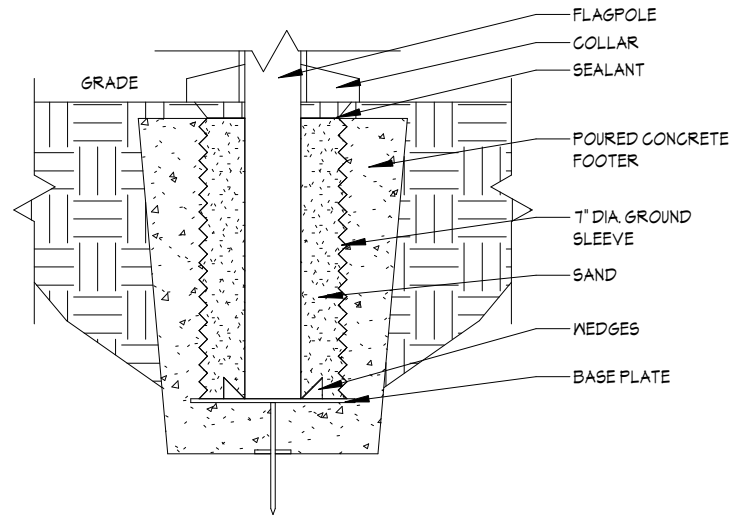
Please contact me with your thoughts. Thank you.

Michael C. Owens, MPA
 Senior Planner, Planning & Intergovernmental Relations
 Division of Facilities Management
 School District of Palm Beach County - North County Support Center
 3661 Interstate Park Road North, Suite 200
 Riviera Beach, FL 33404
 PHONE 561.882.1938 FAX 561.882.1942 CELLULAR 561.342.1608

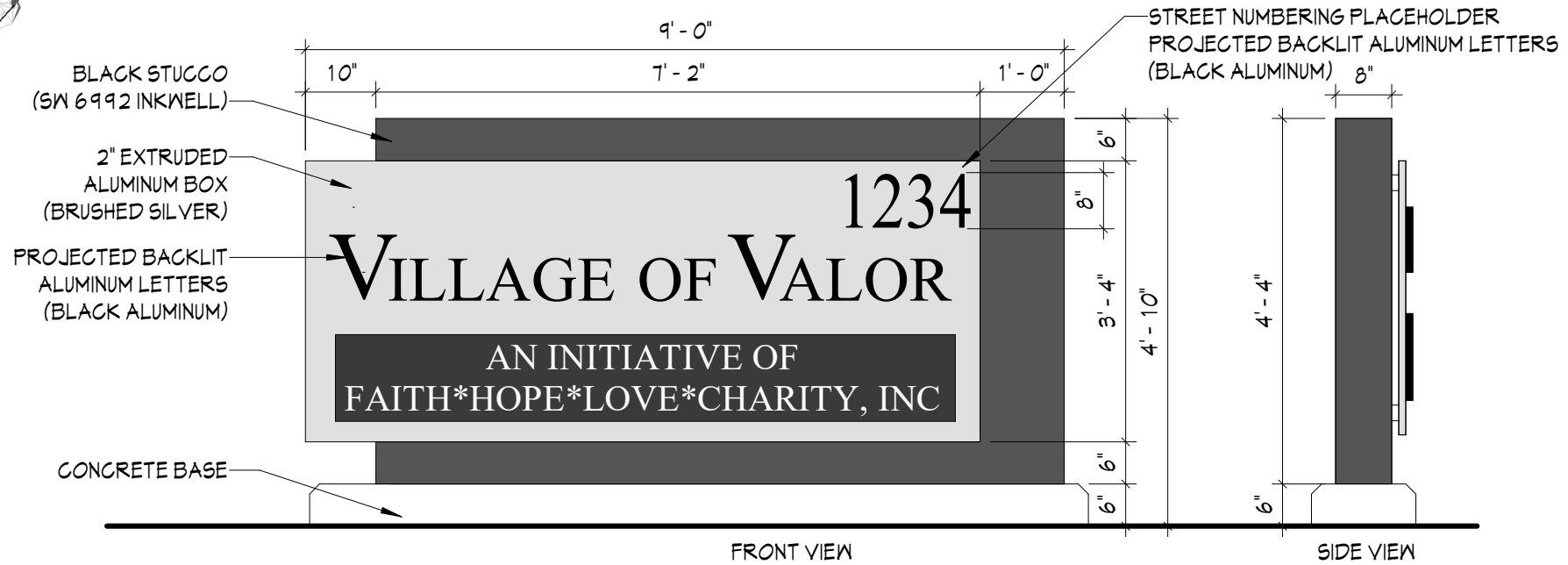
Michael.Owens.1@palmbeachschools.org
www.palmbeachschools.org/planning

VILLAGE OF VALOR

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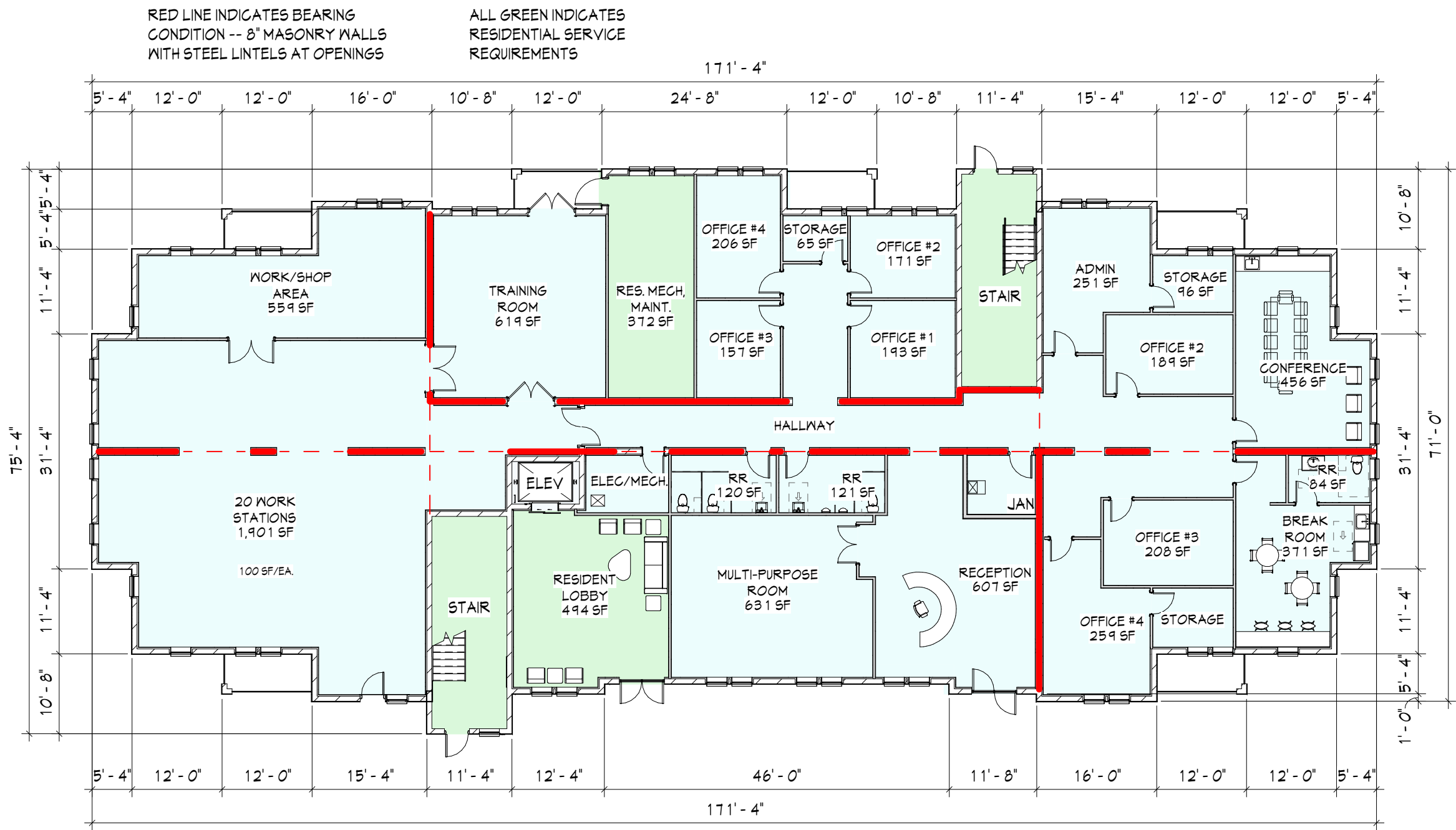


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A.01
ENTRANCE MONUMENT SIGN
1/2" = 1'-0"

SCHEMATIC
DESIGN

DATE: 04/24/2023
PROJECT #: 22129

PRELIMINARY
SITE PLAN / SITE
SIGNAGE
A.01



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LAKE WORTH, FL 33461

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SCHEMATIC
DESIGN

DATE: 04/24/2023
PROJECT #: 22129

FIRST FLOOR
PLAN - BLDG A

A1.1a

FIRST FLOOR PLAN - BLDG A 1/16" = 1'-0"



BACK ELEVATION 11X17 1/16" = 1'-0"

BUILDING 'A' - EAST ELEVATION
BUILDING 'B' - NORTH ELEVATION



FRONT ELEVATION 11X17 1/16" = 1'-0"

BUILDING 'A' - WEST ELEVATION
BUILDING 'B' - SOUTH ELEVATION

2ND AVE N
LAKE WORTH, FL 33461

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DATE: 04/24/2023
PROJECT #: 22129

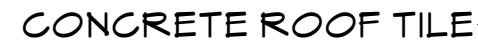
BUILDING
ELEVATIONS

A2.1a



-  -STUCCO (SKIP TROWEL)
SHERWIN WILLIAMS SW 1668
PINEAPPLE CREAM
-  -STUCCO (SKIP TROWEL)
SHERWIN WILLIAMS SW 1666
VENETIAN YELLOW
-  -STUCCO (SKIP TROWEL)
SHERWIN WILLIAMS SW 7005
PURE WHITE

BUILDING 'A' - NORTH ELEVATION
BUILDING 'B' - EAST ELEVATION



VINYL WINDOWS

47' - 5"

MEAN ROOF HEIGHT

STUCCO

BUILDING 'A' - SOUTH ELEVATION
BUILDING 'B' - WEST ELEVATION

SCHEMATIC DESIGN

DATE: 04/24/2023
PROJECT #: 22129

BUILDING ELEVATIONS

A2.1b

VILLAGE OF PALM SPRINGS

Village of Valor



 Parcels

0 125 250 500 Feet

DATE: 5/1/2023



VILLAGE OF PALM SPRINGS
Village of Valor



-  Village of Valor West
-  Village Limits

0 125 250 500 Feet

DATE: 5/1/2023





Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #10: Resolution No. 2023-27 - Sign Variance - Taco Bell - 3330 South Congress Avenue

SUMMARY: Mr. David Netzler from Maximum Maintenance of Tampa, Inc., agent for Taco Bell ("Applicant") is requesting four (4) Sign Variances to allow a single 18.67 square foot electronically changeable menu board sign located in the drive-thru lane order point of the existing fast-food restaurant located at 3330 South Congress Avenue.

The Applicant has submitted the proposed new digital menu board sign to display graphics and logos of menu items in various colors and prices, which, if approved, would be a deviation from the Village Code regarding electronic signs. The applicant has stated that the proposed sign text/copy will only change twice daily - when the menu changes from breakfast to regular menu items. The Village Council recently approved the same requested variances for the McDonald's site located at 3671 South Congress Avenue (Resolution No. 2022-50 - December 8, 2022).

Note: The Village Council amended the sign code (Ordinance No. 2015-13 on May 14, 2015) to reduce the maximum size of electronic changeable copy signs (i.e., time & temperature signs at financial institutions, gas/fuel price signs, public service message signs on governmental/public/educational properties).

At this time, the applicant is seeking four(4) sign variances:

1. **(PSV23-06)** - Variance Relief from Section 34-267 to allow a single 18.67 square foot electronically changeable menu board located in the drive-thru lane order point where the code limits changeable electronic signs to public service messages on governmental, public, or educational properties.
2. **(PSV23-07)** - Variance Relief from Section 34-263(f) to allow menu boards with 100% changeable copy area where Code limits changeable copy area to 25%.
3. **(PSV23-08)** - Variance Relief from Section 34-267(i) to allow multiple colors and varying messages (menu items and price) where the code limits changeable signs to monochromatic, single messages.
4. **(PSV23-09)** - Variance Relief from Section 34-267(l) to allow graphics and logos where code permits only text and numbers on changeable electronic signs.

Based on previous Village Council approvals and direction, the staff is concerned with establishing the following precedence:

- Allowing graphics on changeable electronic signs.

- Permitting commercial businesses to utilize changeable electronic signs.

If approved, staff recommends that the proposed variances be conditioned to require the proposed signs to comply with Section 34-267 of the Village Code, which prohibits animation or video displays and requires sign messages to remain static for a minimum of six (6) seconds with instantaneous change of the display within one second or less.

Resolution No. 2023-27 was advertised in the Lake Worth Herald on May 25, 2023.

FISCAL IMPACT:

The proposed request does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Resolution No. 2023-27 - Sign Variances (PSV23-06 through PSV23-09) - Taco Bell - 3330 South Congress Avenue
2. Exhibit "A" Staff Report
3. Applicant Justification Statement
4. Site Plan and Sign Details
5. Existing Menu board
6. Taco Bell pictures from Other Sites
7. Aerial and Location Maps

RESOLUTION NO. 2023-27

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A REQUEST FOR FOUR (4) SIGN VARIANCES TO ALLOW A SINGLE 18.67 SQUARE FOOT ELECTRONICALLY CHANGEABLE MENU BOARD SIGN FOR TACO BELL (“APPLICANT”), LOCATED AT 3330 SOUTH CONGRESS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. David Netzler, Agent for Taco Bell (“Applicant”) is requesting four (4) sign variances pursuant to Section 34-329 of the Village of Palm Springs Code of Ordinances, to allow a single 18.67 square foot electronically changeable menu board sign located in the drive-thru land order point of the existing fast-food restaurant, located at 3330 South Congress Avenue; and

WHEREAS, the variances requested by the Applicant are as follows

1. **(PSV23-06)** - Variance Relief from Section 34-267 to allow a single 18.67 square foot electronically changeable menu board located in the drive-thru lane order point where the code limits changeable electronic signs to public service messages on governmental, public, or educational properties.
2. **(PSV23-07)** - Variance Relief from Section 34-263(f) to allow menu boards with 100% changeable copy area where Code limits changeable copy area to 25%.
3. **(PSV23-08)** - Variance Relief from Section 34-267(i) to allow multiple colors and varying messages (menu items and price) where the code limits changeable signs to monochromatic, single messages.
4. **(PSV23-09)** - Variance Relief from Section 34-267(l) to allow graphics and logos where code permits only text and numbers on changeable electronic signs.

WHEREAS, the Village Council has heard the request for four (4) variances in public session; has considered the presentation and other evidence presented by the Applicant in light of the criteria set forth in Code Section 34-329(b); has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter; and

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

Section 1. The Village Council having received and considered the request of Mr. David Netzler, agent for Taco Bell (“Applicant”), for approval of four (4) sign variances (PSV23-06 through PSV23-09) at the Taco Bell located at 3330 South Congress Avenue.

_____ **Having been otherwise fully apprised of the premises herein, for good cause shown, the Village Council hereby approves the said application with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference, pursuant to Section 34-329 of the Village Code, finding that the majority of the following criteria are met, as follows (select at least 3 of 5 criteria for approval):**

_____ (1) Special and unique conditions exist which are peculiar to the applicant's case, and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.

_____ (2) The special and unique conditions are not directly attributable to the actions of the applicant.

_____ (3) The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.

_____ (4) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.

_____ (5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

OR

_____ **Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the grant of the variances(s) has NOT been shown and they have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria set forth in Palm Springs Code Section 34-329(b) , for the following reason(s):**

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

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

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

Resolution No. 2023-27 – Sign Variance – Taco Bell – 3330 South Congress Avenue

	<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 8th day of June 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

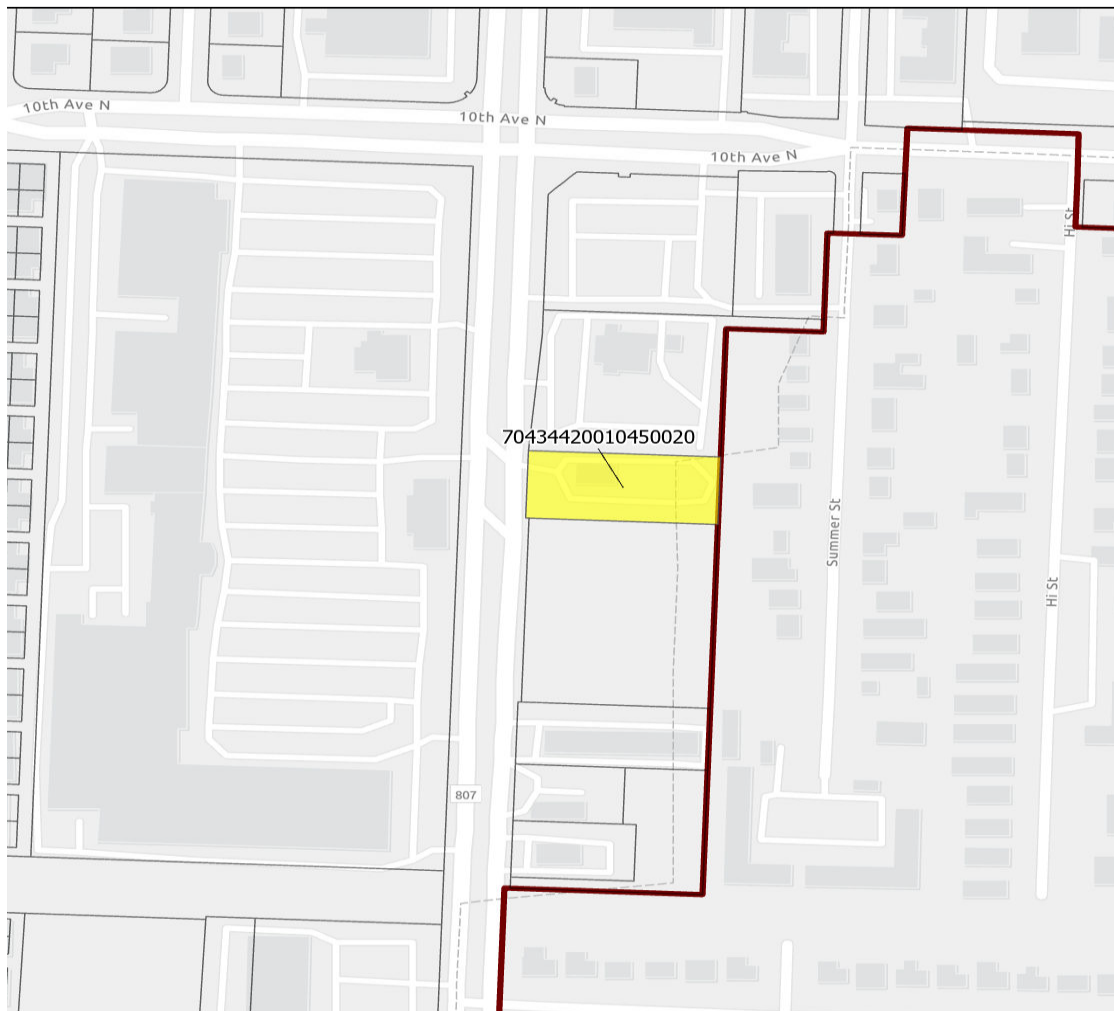
BY: _____
GLENN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Sign Variance: Electronic Changeable Copy Menu Board – Taco Bell #33097 - 3330 South Congress Avenue

Application Summary			
Applicant	Taco Bell Agent: David Netzler – Maximum Maintenance of Tampa Inc.	Submittal Date	04/13/23
Reference Name	Taco Bell Digital Menu Board	Case Number	PSV23-06, PSV23-07, PSV23-08, PSV23-09
		Parcel Control No	70-43-44-20-01-045-0020
Location	3330 South Congress Avenue	Site Area	±0.81 acres
PZ&B Meeting	N/A	Village Council Meeting	June 8, 2022
Requests			
Variances	PSV23-06 Variance Relief from Section 34-267 to allow a single 18.67 square foot electronically changeable menu board located in the drive-thru lane order point were Code limits changeable electronic signs to public service messages on governmental, public, or educational properties. PSV23-07 Variance Relief from Section 34-263(f) to allow menu boards with 100% changeable copy area where Code limits changeable copy area to 25%. PSV23-08 Variance Relief from Section 34-267(i) to allow multiple colors and varying messages (menu items and price) were Code limits changeable signs to monochromatic, single messages. PSV23-09 Variance Relief from Section 34-267(l) to allow graphics and logos where Code permits only text and numbers on changeable electronic signs.		
Site Characteristics			
Existing Use	Taco Bell fast-food restaurant	Proposed Use	Same (no changes)
Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	PNC Bank	Commercial	Commercial General (CG)
South	Vacant parcel	Commercial	Commercial General (CG)
East	Residential uses	Unknown Unincorporated PBC	Unknown Unincorporated PBC
West	Palm Springs Plaza	Commercial	Commercial General (CG)
Recommendation			
Planning, Zoning, and Building Staff is concerned with establishing precedence for allowing commercial businesses to utilize changeable electronic signs and allowing graphics on electronic signs. Council approval should depend on the condition that the signs comply with the limitations of Section 34-267, which prohibit animations or video displays and require sign messages to remain static for a minimum of six seconds with an instantaneous change of display with one second or less.			



I Site History

- **Ordinance 1999-47: Annexation**

The property was annexed into the Village of Palm Springs on October 28, 1999 and designated with Land Development with Commercial General zoning and Commercial Future Land Use.

- **Resolution 99-70: Annexation Agreement**

At the time of the annexation, the Village agreed to maintain the hours of operation for the counter and drive-thru window as described below, without the requirements for a Variance:

Counter:	9 am to 11 pm	Sunday thru Saturday
Drive Thru:	9 am to 1 am	Sunday thru Thursday
Drive Thru:	9 am to 2 am	Friday and Saturday

- **Site Plan Amendment**

On May 4, 2009 and Administrative site Plan amendment was approved to allow interior and exterior renovations of the building, towers, Sidewalk, drive-thru and to the façade.

II Neighborhood Compatibility

- 1) The proposed project is located on the east side of South Congress Avenue, south of 10th Avenue North.
- 2) Several different retail, office, and restaurant establishments can be found along South Congress Ave corridor.
- 3) The property on the west site is Palm Springs Plaza which is zoning for commercial.
- 4) Palm Beach State College is located within 3000 feet of the property.
- 5) South Congress Ave is a major corridor that connects the north and south of the county.

III Variances Requested

- The applicant is requesting the following variances:

PSV23-07 Variance Relief from Section 34-263(f) to allow menu boards with 100% changeable copy area where Code limits changeable copy area to 25%.

PSV23-06 Variance Relief from Section 34-267 to allow a single 18.67 square foot electronically changeable menu board located in the drive-thru lane order point where Code limits changeable electronic signs to public service messages on governmental, public, or educational properties.

PSV23-08 Variance Relief from Section 34-267(i) to allow multiple colors and varying messages (menu items and price) where Code limits changeable signs to monochromatic, single messages.

PSV23-09 Variance Relief from Section 34-267(l) to allow graphics and logos where Code permits only text and numbers on changeable electronic signs.

This application is part of Taco Bell national effort to revitalize and re-image many existing restaurants. The applicant claims that this one had remodeled the current store and the proposed sign is part of the upgrade to the national branding model. This national branding effort includes the upgrade of all menu boards to a digital model for greater efficiency and customer experience. These digital menu boards are widely used and are becoming the standard for most fast-food chains around the world. The current land development code has placed restrictions on the use of digital boards that have caused the delay in installation of the updated board at this location. The approval of this menu board will allow Taco Bell to serve their customers more efficiently as well as provide them with a much better customer experience.

It is our goal to show how the installation of this menu board will not only meet the intent of the land development requirements but will allow for a greatly enhanced and improved experience for the tax paying citizens of the Village of Palm Springs.

The applicant's full justification is attached hereto.

- 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved which are not applicable to other lands, structure, or buildings in the same Planning, Building & Zoning district.**

The use of the digital menu board is solely for the purpose of the customer who has already determined they want to eat at the establishment. They have entered the property as well as the drive-thru lane. No other citizen will be impacted unnecessarily by the addition of the changeable copy menu boards. These boards by their very nature are used for the general public and are restricted by location, size and content to the purpose of delivering a better customer experience.

2. That the special conditions and circumstances do not result from the actions of the applicant.

The purpose of this digital menu board is to replace an existing, antiquated, menu board. The land use code has created a condition where upgrades to current technology are restricted as if this was a distraction to the general public. No special conditions were created by the addition of the digital board we are proposing.

3. 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 Planning, Building & Zoning district.

The digital menu boards have been created for the enhancement of the customer experience of a fast-food restaurant. The future of the industry is moving in this direction. Granting this variance will not allow the addition of any changeable copy signs that would distract from the beauty or safety of the Village of Palm Springs. All other restrictions would remain steadfast with the granting of this variance.

4. The 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.

As mentioned previously, the digital age of menu boards is here. The future of customer experience will be in the digital age. Granting this variance will allow the Village of Palm Springs to see their citizens lives enhanced by ushering in the beauty and efficiency of the new technology that will replace the tired and poorly maintained boards of the past. These menu boards are crisp, fresh and always updated. By not allowing this variance you would be setting back the beauty and enhancement of one of the properties that serves and pays taxes in the Village.

5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

The granting of a variance for a single changeable copy, digital menu board does not impose any significant impact on the citizens, code or aesthetics of the Village of Palm Springs. We are only seeking a variance to allow a single menu board visible only to the customers already on the property.

6. The granting of the variance will be in harmony with the general intent and purpose of this chapter.

It is our understanding that the intent of this chapter is to provide for the safety and aesthetics of the Village of Palm Springs. Granting the variance will provide an enhanced experience for the citizens of Palm Springs without compromising safety or aesthetics in any way. The location and purpose of the menu board indicate there will be no compromise to the intent of the code.

7. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

As stated previously, granting a variance for this menu board based the on the location being limited to the drive thru lane toward the back of a commercial property there is a very low possibility this menu board will pose a threat to the citizens, property, or safety of the Village of Palm Springs. The only purpose of this variance is to allow the installation so the restaurant can serve their customers with modern, efficient technology that enhances the customers of the store. No other public will be impacted by granting this variance. The copy will change twice per day. Once to present the breakfast menu and once to present the standard menu.

IV Community Outreach/ Notification

- The subject property was posted on May 24, 2023.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on May 22, 2023.
- Legal advertisement was published in the paper on May 24, 2023.
- Staff have not received any inquiries or comments because of the notices.

V Recommendation

The proposed digital sign will display graphics of menu items in a variety of colors, along with the prices, which is a deviation from code allowances for electronic signs. The applicant describes that the sign copy will only change twice daily during the menu change from breakfast to lunch/dinner and vice versa. The menu board sign will be illuminated during the restaurant operations. The requested digital menu board is only 18.6 square feet in the sign area, thereby bringing that characteristic of the sign into conformance with Code. However, the changeable copy portion of the sign face area represents 100% of the sign.

Planning, Zoning, and Building Staff have reviewed the application. Because of the Village Council's previous directions, Staff is concerned with establishing precedence for allowing commercial businesses to utilize changeable electronic signs and graphics on electronic signs. Therefore, should the Council approve the requested variances, Staff recommends that the following conditions of approval be included in the Council action:

- Digital menu board sign shall comply with the limitations of Section 34-267, which prohibit animation or video displays and require sign messages to remain static for a minimum of six seconds with instantaneous change of the display within one second or less.
- The digital menu board sign shall not exceed the proposed 18.6 sf on the sign face area.

Maximum Maintenance of Tampa, Inc.

P.O. Box 7829 St. Petersburg, Florida 33734 Phone 813.267.3211

Sign Variance Justification Taco Bell #33097 3330 S. Congress Avenue Village of Palm Springs, Florida

LVE Partners, LLC, a large Taco Bell franchisee, has remodeled the current store located at 3330 S. Congress Avenue as part of the upgrade to the national branding model. This national branding effort includes the upgrade of all menu boards to a digital model for greater efficiency and customer experience. These digital menu boards are widely used and are becoming the standard for most fast-food chains around the world. The current land development code has placed restrictions on the use of digital boards that have caused the delay in installation of the updated board at this location. The approval of this menu board will allow Taco Bell to serve their customers more efficiently as well as provide them with a much better customer experience.

It is our goal to show how the installation of this menu board will not only meet the intent of the land development requirements but will allow for a greatly enhanced and improved experience for the tax paying citizens of the Village of Palm Springs.

In order to accomplish this, LVE Partners is seeking relief from the following sign code requirements:

CODE SECTION	REQUIREMENT	ALLOWED	PROPOSED	VARIANCE
Section 34-263 (f)	Changeable copy limited to 25% of total sign area	25% of total sign area	100% changeable copy area of total sign	Allow digital menu board to have 100% changeable copy area
Section 34-267	A changeable electronic sign permitted for public service messages on governmental/public/educational properties and previously approved signs rendered non-conforming	Public service messages	A single 18.67 square foot digital menu board located in the drive thru to serve the customers who have already chosen to enter the establishments drive thru delivery area	Variance is to allow the digital menu board for the purpose of providing a high quality ordering experience for the customer. There is essentially no impact on the general public at all.
Section 34-267(i)	Changeable electronic signs shall be monochromatic within a single message.	Separate messages may have different colors.	A single 18.67 square foot digital menu board located in the drive thru that will have various graphics with multiple colors and descriptions in a single message.	Variance to allow multiple colors and varying messages to serve the customer and improve their experience. Sign copy will change twice per day for breakfast and regular menu items.
Section 34-267(l)	Only text and numbers are allowed on changeable electronic signs.	Changeable electronic signs with text and numbers.	Graphics and logos	Variance to allow graphics and logos where code permits only text and numbers.

Chapter 34, section 34-602 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 34-602(f)(2) of the code. The statement must include comments on each of the following individually:

- 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved which are not applicable to other lands, structure, or buildings in the same Planning, Building & Zoning district.**

The use of the digital menu boards are solely for the purpose of the customer who has already determined they want to eat at the establishment. They have entered the property as well as the drive thru lane. No other citizen will be impacted unnecessarily by the addition of the changeable copy menu boards. These boards by their very nature are not used for the general public and are restricted by location, size and content to the purpose of delivering a better customer experience.

- 2. That the special conditions and circumstances do not result from the actions of the applicant.**

The purpose of this digital menu board is to replace an existing, antiquated, menu board. The land use code has created a condition where upgrades to current technology is restricted as if this was a distraction to the general public. No special conditions were created by the addition of the digital board we are proposing.

- 3. 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 Planning, Building & Zoning district.**

The digital menu boards have been created for the enhancement of the customer experience of a fast food restaurant. The future of the industry is moving in this direction. Granting this variance will not allow the addition of any changeable copy signs that would distract from the beauty or safety of the Village of Palm Springs. All other restrictions would remain steadfast with the granting of this variance.

- 4. The 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.**

As mentioned previously, the digital age of menu boards is here. The future of customer experience will be in the digital age. Granting this variance will allow the Village of Palm Springs to see their citizens lives enhanced by ushering in the beauty and efficiency of the new technology that will replace the tired and poorly maintained boards of the past. These menu boards are crisp, fresh and always updated. By not allowing this variance you would be setting back the beauty and enhancement of one of the properties that serves and pays taxes in the Village.

- 5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

The granting of a variance for a single changeable copy, digital menu board does not impose any significant impact on the citizens, code or aesthetics of the Village of Palm Springs. We are only seeking a variance to allow a single menu board visible only to the customers already on the property.

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

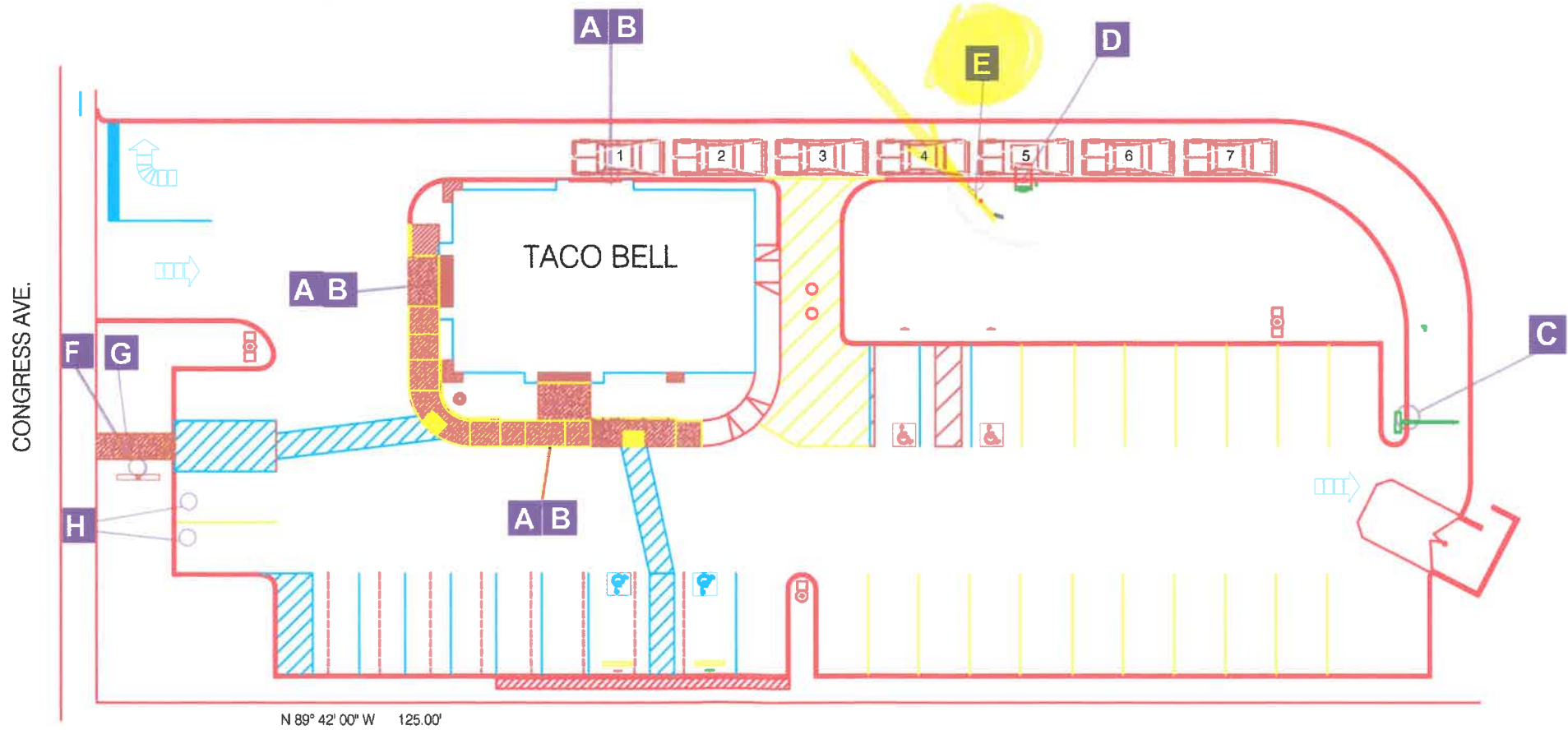
It is our understanding the intent of this chapter is to provide for the safety and aesthetics of the Village of Palm Springs. Granting the variance will provide an enhanced experience for the citizens of Palm Springs without compromising safety or aesthetics in any way. The location and purpose of the menu board indicate there will be no compromise to the intent of the code.

7. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

As stated previously, granting a variance for this menu board based the on the location being limited to the drive thru lane toward the back of a commercial property there is a very low possibility this menu board will pose a threat to the citizens, property or safety of the Village of Palm Springs. The only purpose of this variance is to allow the installation so the restaurant can serve their customers with a modern, efficient technology that enhances the customer of the store. No other public will be impacted by granting this variance. The copy will change twice per day. Once to present the breakfast menu and once to present the standard menu.

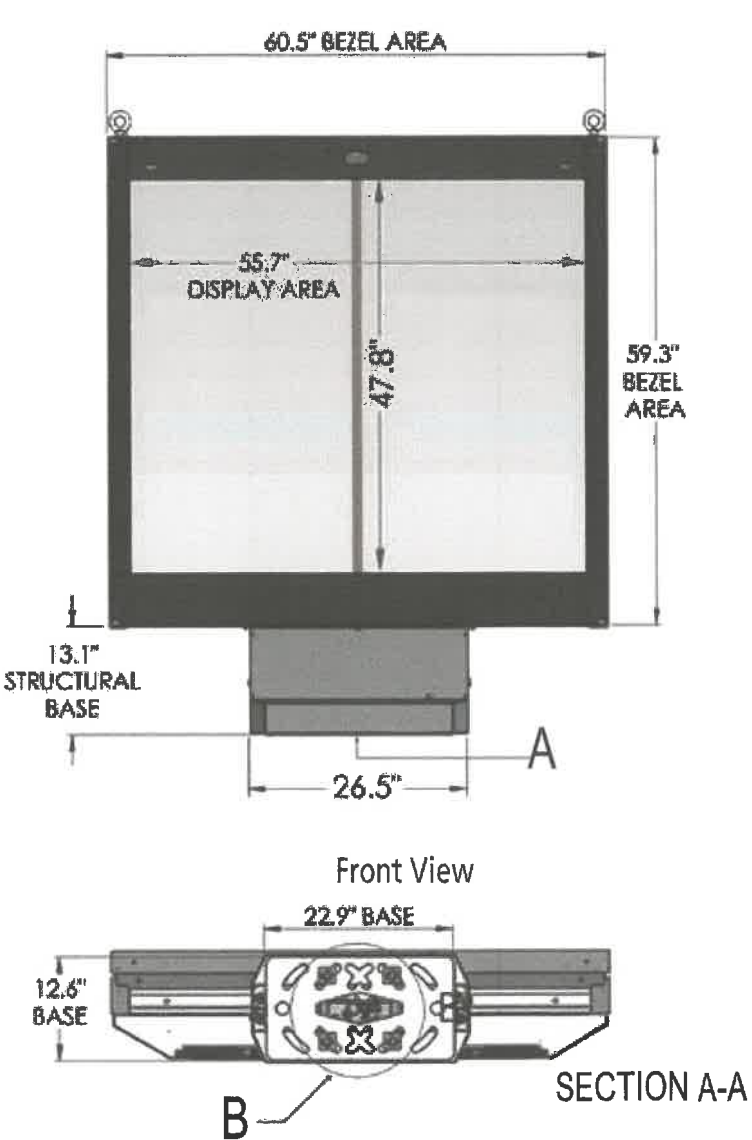
Site Plan

	Qty.	SIGN CODE	DESCRIPTION
A	3	V-04.42	Large Swinging Bell - Purple, Face Lit - 3'-6"h x 3'-10 3/8"w
B	3	V-11.14W	Medium TB 14" White Channel Letters, Awning Mount - Linear
C	1	V-1015.DT.NPP-L	Left Mounted - "Drive Thru" Illuminated Header , No POP Banners.
D	1	V-1070.EN	Endeavor Order Point Canopy - no shroud, no anchor bolts - Black
E	1	DMB	Stratacache 2 Pnl. Digital MB, by installer, new foundtn., no anchor bits.
F	2	RDRBRD36	Readerboard 36 3/4" x 97" with 3 lines of copy, single face (requires 2)
G	1	P93 Pylon Refurb.	P93 G4 Full Set/Faces, w/"GO MOBILE"LED Kit, Paint Clad & Column Black
H	2	V-03.8 DIR-P-GoMob	"PICKUP INSIDE" Mobile Pickup Parking Signs



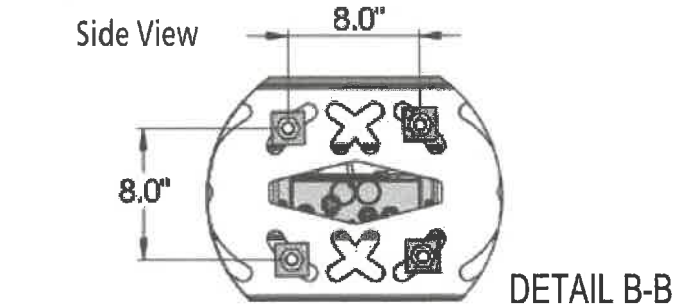
E Digital Menuboard
Stratacache V12MP Double

NOTE:
A Survey is required to determine if
the existing foundation can be used.



- GENERAL SPECS**
- Material: Aluminum exterior with
tube steel inner frame.
Certified 180 MPH
- Surface Treatment:
- Pretreatment - zinc primer
& polyester powder coating
- Surface Area:
- Display: 18.5 sq/ft
 - Total surface: 24.9 sq/ft
- Weight:
- Gross: 915 lbs / Net: 705 lbs

- ELECTRICAL SPECS**
- Power:
- Hardwired AC Power
 - 120/240V 50/60Hz
 - 1150 W (@ max load)
 - UL Rated @ 10 Amp
- Backlight:
- LED Light Source
 - 380 CD/M2 to 3,500 CD/M2
 - Auto adjusting to outdoor
ambient light levels



Drawn by: B. Smith



Product Model #: STR-D12-120
Project #:
Date: 2019-12-03

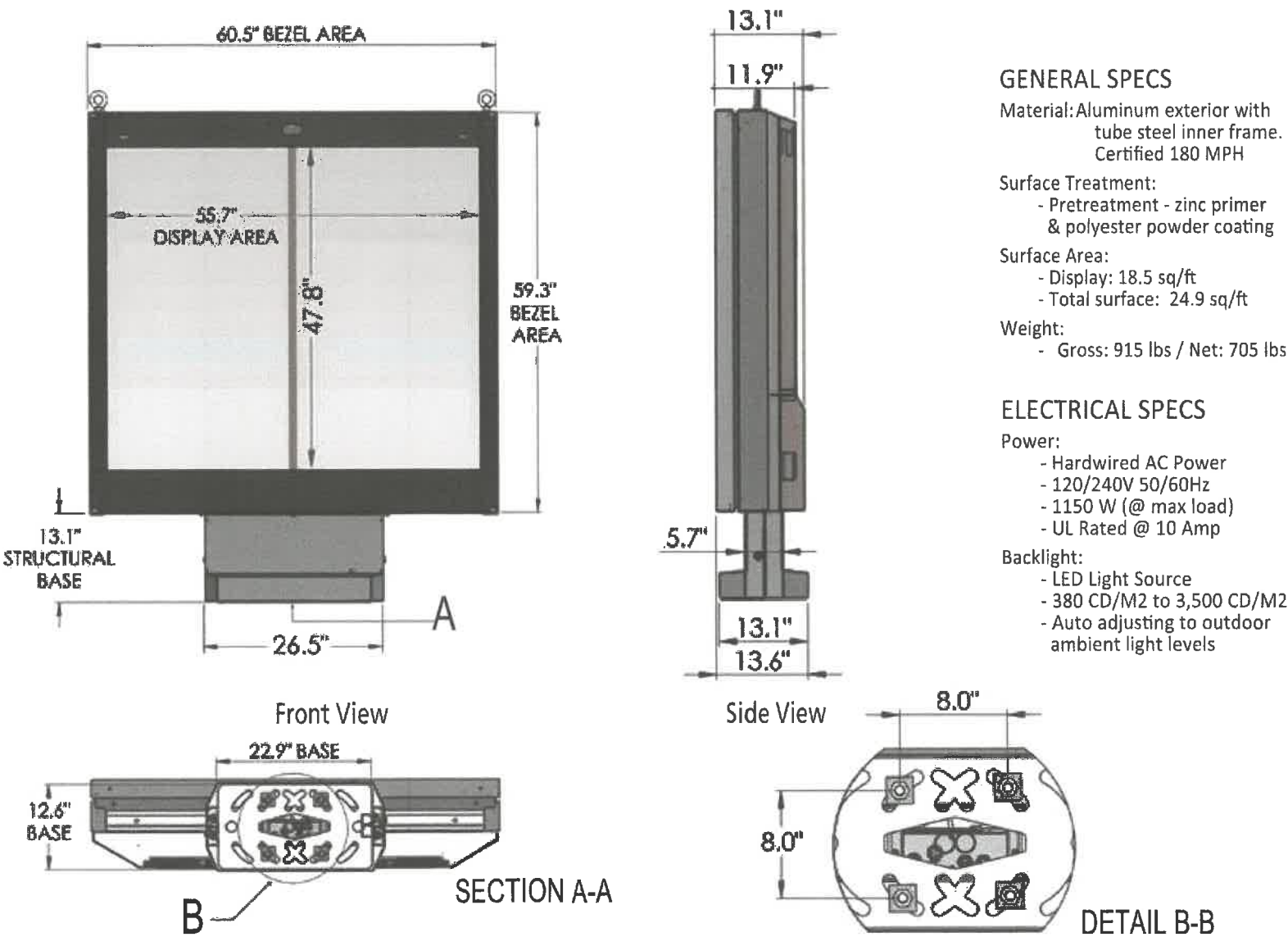


STRATACACHE
40 N. Main Street
Dayton, Ohio 45423
1-800-244-8915

Drawing #: STR-D12 v1.1
Date: 2019-12-03
Author: B. Pupo

E Digital Menuboard
Stratacache V12MP Double

NOTE:
A Survey is required to determine if
the existing foundation can be used.



Drawn by: B. Smith



Product Model #: STR-D12-120
Project #:
Date: 2019-12-03



STRATACACHE
40 N. Main Street
Dayton, Ohio 45423
1-800-244-8915

Drawing #: STR-D12 v1.1
Date: 2019-12-03
Author: B. Pupo

CONCLUSIONS

- | | | | | |
|---|---|---|--|---|
| 1 | 1/2 lb. Beef
Ground Beef
1/2 lb. Beef
Ground Beef
1/2 lb. Beef
Ground Beef | 5 | Beef
Ground Beef
1/2 lb. Beef
Ground Beef |  |
| 2 | 1/2 lb. Beef
Ground Beef
1/2 lb. Beef
Ground Beef | 6 | 1/2 lb. Chicken
Ground Chicken
1/2 lb. Chicken
Ground Chicken |  |
| 3 | 1/2 lb. Beef
Ground Beef
1/2 lb. Beef
Ground Beef | 7 | 1/2 lb. Chicken
Ground Chicken
1/2 lb. Chicken
Ground Chicken |  |



CHEDOK
BOX



**CANTINA
CRISPY
CHICKEN
TACOS**



- | | |
|-----------------------------------|--------|
| Chenier, Brian & Nina (Married) ♂ | 401.34 |
| Salvia, Patricia (Wid. Name) ♀ | 301.34 |
| Chenier, Brian ♂ | 401.34 |
| Chenier, Nina ♀ | 401.34 |

ROBERTS, G. S. 1993.

- 

1

- | Year | Capital Gains Tax | Dividend Tax |
|------|-------------------|--------------|
| 1997 | 10% | 10% |
| 1998 | 10% | 10% |
| 1999 | 10% | 10% |
| 2000 | 10% | 10% |

100

- 

Source: *Author's calculations*.

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- Sue L. Ruckelshaus**
Executive Director
National Wildlife Federation

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1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**
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 9. **Table of Contents**
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 11. **Summary**
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CURRENTLY
INSTALLING CRAVINGS.

THIS MENU BOARD
WILL BE UP SHORTLY.

**SCAN TO
VIEW MENU**



OUTPUT 1

[NETWORK INFO]

IPV4 IP: 172.16.42.131
LOCAL IP: 10.107.238.132
MAC: 08:00:27:46:10:26

[RADIO INFO]

MODEL: RUCKUSPWR-8
SERIAL: 8000

[CONNECTION INFO]

WIFI PWR: ✓
ETHERNET PWR: ✓

[NETWORK INFO]

IPV4 IP: 172.16.42.134
LOCAL IP: 10.107.238.136
MAC: 08:00:27:46:10:27

[RADIO INFO]

MODEL: RUCKUSPWR-8
SERIAL: 8000

[CONNECTION INFO]

WIFI PWR: ✓
ETHERNET PWR: ✓

BOYS
AUTO
ONDED
CLUB



COMBOS

All combos include a choice of "Doritos" or "Mission" tortilla chips and sauce.

1 Chorizo Chorizo, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	2 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	3 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	4 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	5 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	6 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	7 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	8 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	9 Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99
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BEER & PAIR

SOLD OUT

FAVORITES

TACOS

Chorizo Chorizo, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99
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COMBOS

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LOOKING FOR VEGETARIAN?

SPECIETIES

Chorizo Chorizo, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99
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FEATURED

CHEDDAR CRAVING BOX

Includes: Cheddar, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole

TOASTED CHEDDAR

Includes: Cheddar, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole

DELUXE CRAVINGS BOX

Includes: Cheddar, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole

TOASTED CHEDDAR

Includes: Cheddar, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole

DELUXE CRAVINGS BOX

Includes: Cheddar, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole

CRAVINGS VALUE MENU

Chorizo Chorizo, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99
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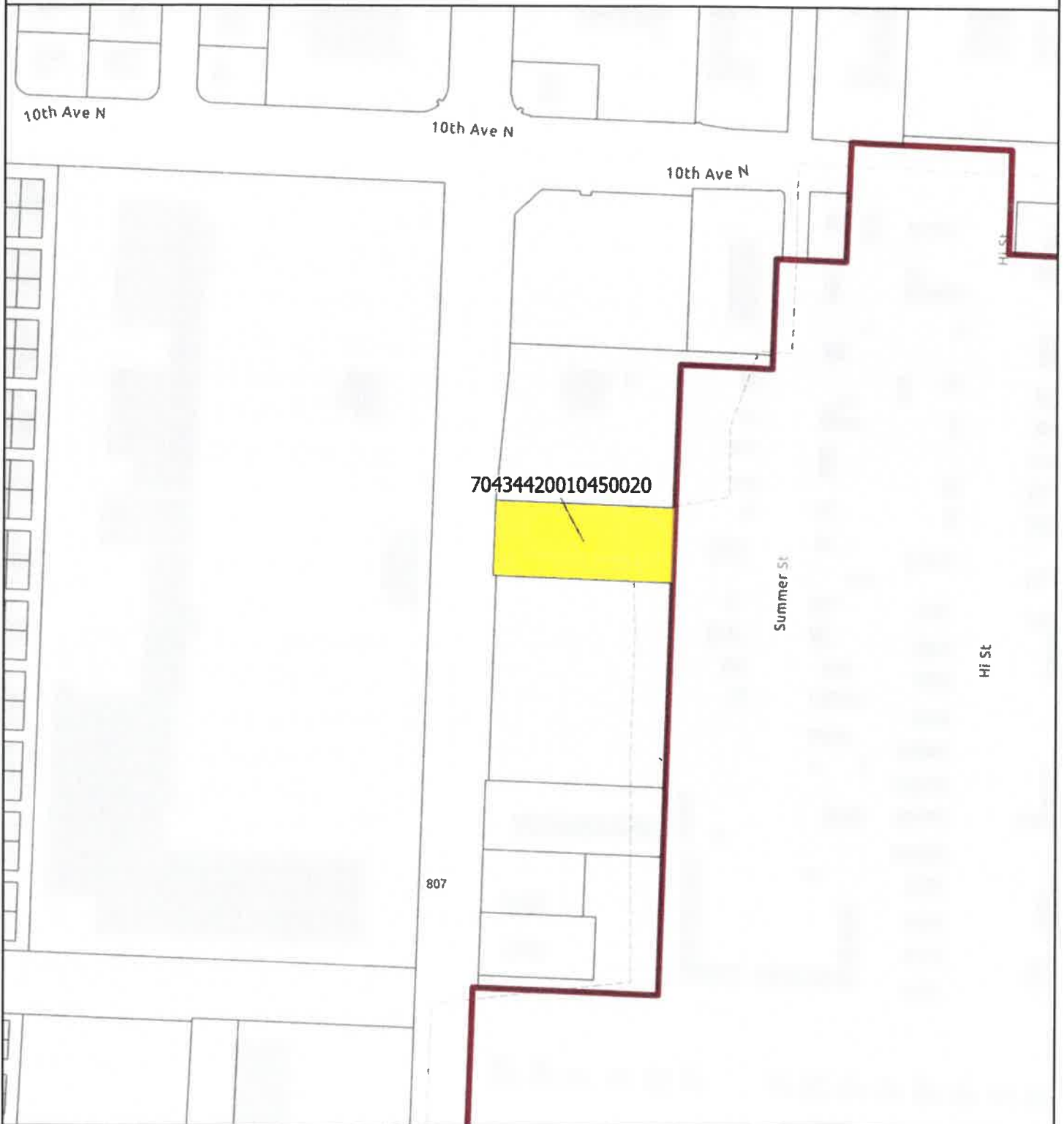
DRINKS & SWEETS

Chorizo Chorizo, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99	Beef Beef, Sausage, Onions, Peppers, Queso, Salsa, Sour Cream, Guacamole \$10.99 \$12.99 \$14.99
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VILLAGE OF PALM SPRINGS

Taco Bell



Legend

- Proposal Parcel
- Parcels
- Village Boundary

Date: 5/18/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

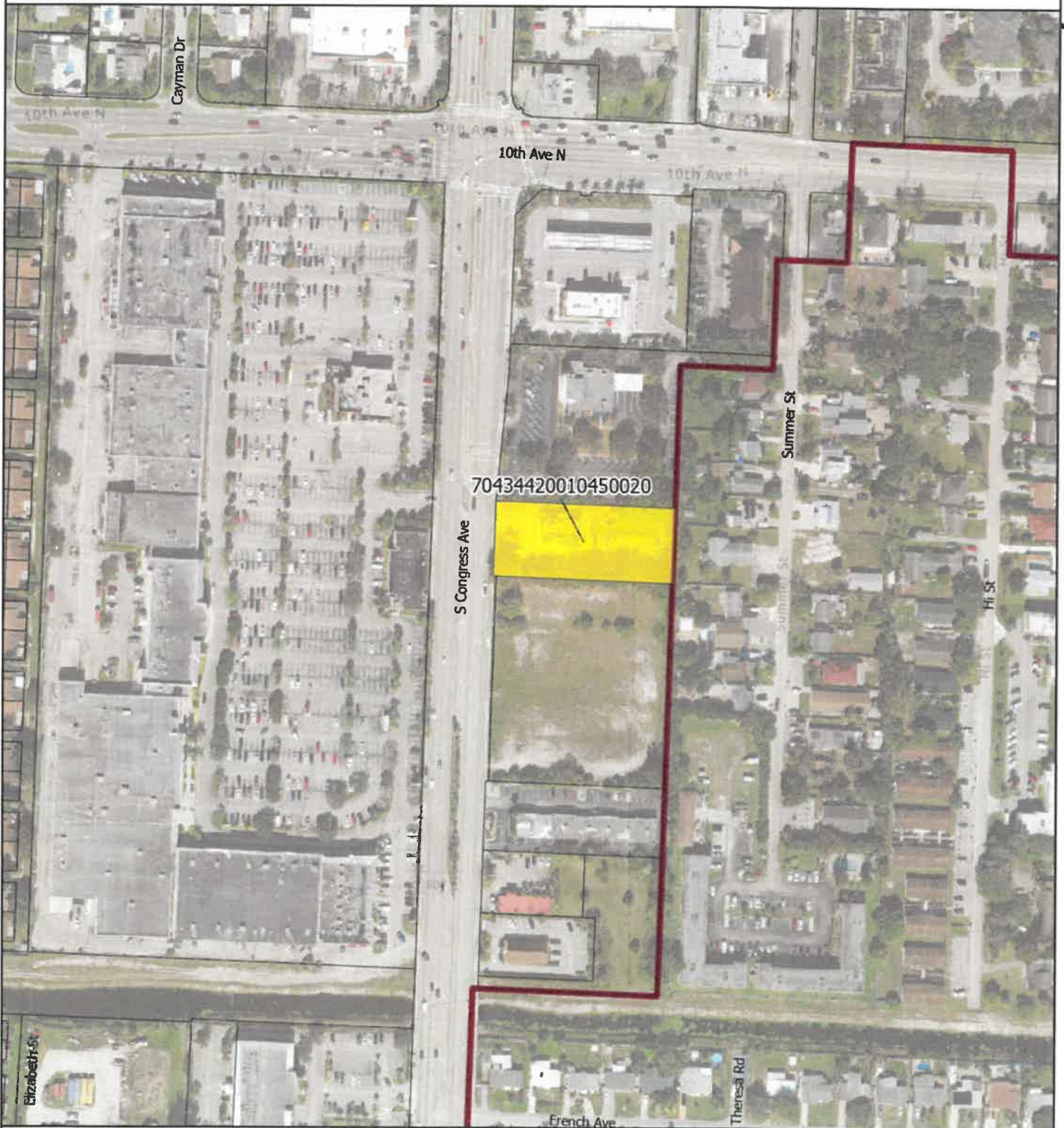


Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Taco Bell



- Legend
-  Proposal Parcel
 -  Parcels
 -  Village Boundary

Date: 5/18/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

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Feet

 Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: June 8, 2023

DEPARTMENT: Administration

ITEM #11: (Second 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 if it required 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 was approved on 1st reading at the May 11, 2023, Village Council meeting and is being presented for consideration on the 2nd and final reading.

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 Avenue 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

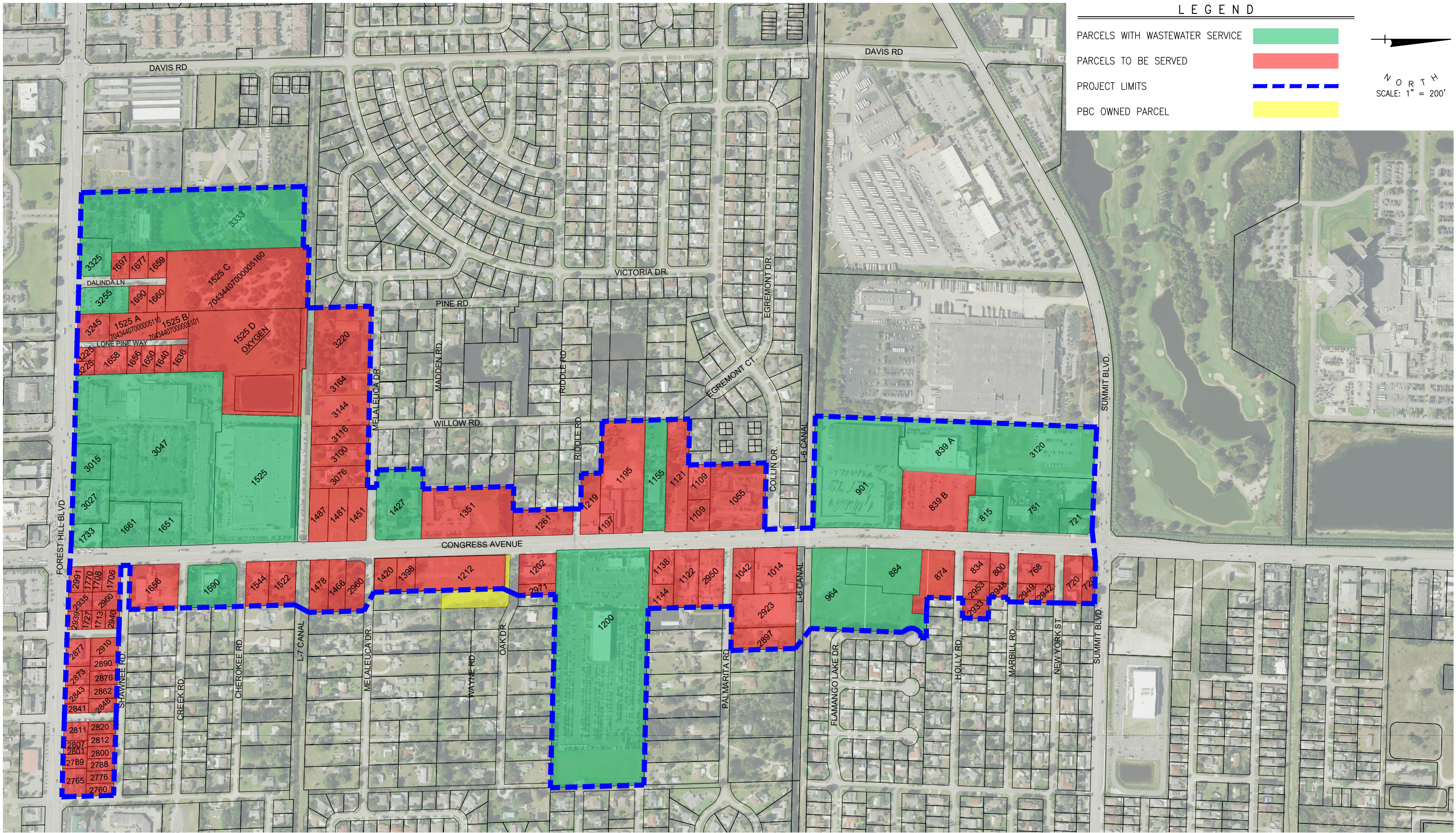
First Reading _____
Second Reading _____

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: June 8, 2023

DEPARTMENT: Administration

ITEM #12: Ordinance No. 2023-06 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations (Second 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 from 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 has been included within the Village's Fee Schedule, which is the subject of separate Council consideration on this agenda.

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.

The proposed ordinance was approved on 1st reading at the May 11, 2023, Village Council meeting and is being presented for 2nd and final reading.

Note: Code Enforcement staff assisted in the identification of 86 nonresidential vacant or unimproved properties that may be subject to the proposed ordinance. A courtesy letter was mailed to the address of record for each of these properties informing the owners of the proposed provisions.

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 - Version 2
3. Exhibits A B and C - Vacant Property

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, unimproved, 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. Accordingly, the Village Council has legislatively determined and declares that adoption of this section providing regulations for foreclosed, vacant, unimproved, abandoned or distressed real property is beneficial to the public interests of health, safety, and general welfare for the residents and visitors of the Village of Palm Springs.

(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.

Evidence of vacancy means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property or a building or structure is vacant. Such conditions may include, but are not limited to, overgrown and/or dead vegetation, past due utility notices and/or disconnected utilities; accumulation of trash, junk or debris; the absence of furnishings and/or personal items consistent with habitation or occupancy; an unsanitary or stagnant swimming pool; or statements by neighbors, passers-by, delivery agents or government agents, among other evidence of such conditions.

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 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. This section shall not be applicable to property with a bona fide agricultural use, as evidenced by an agricultural exemption.

(d) *Penalties.* Violations of this section shall be subject to enforcement by a special magistrate of the village or any other legal enforcement process.

(e) Registration of abandoned or unimproved Commercial/Industrial property.

(1) Registration by owner. Every owner of an abandoned and/or unimproved Commercial or Industrial property 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 the property becoming abandoned. Commercial or Industrial property that is abandoned or unimproved 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 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 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 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, administration, and enforcement of this section. The Village shall charge a fee as established in the village fee resolution for any modification of registration except as provided herein, and it may assign and delegate the collection of all fees under this section to an independent contractor.

(4) Registration pursuant to this subsection shall be required annually for as long as the property is abandoned or unimproved. A case initiated pursuant to this subsection may be presented to the special magistrate even if, prior to a hearing, the property is no longer abandoned or unimproved.

(5) Properties subject to this subsection shall be subject to the inspection, security, and maintenance standards set forth in this section as long as the property remains abandoned or unimproved.

(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 subsection 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 subsection 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 subsection 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 subsection 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 subsection 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 for abandoned or unimproved Commercial or Industrial property. In addition, the requirements in subsection (g) above, if an owner of abandoned or unimproved Commercial or Industrial property is cited by the village for a code violation(s) at the property or the property is cited as a chronic nuisance property or as a public nuisance property as set forth in Chapter 46, the owner, as part of the owner's remedy of the violation(s) or nuisance shall comply with the general maintenance standards in subsection (g) above and should implement the following additional maintenance and/or security measures, including, but not limited to:

- (1) lighted in a manner to discourage crime;
- (2) sodded throughout the entire unimproved area of the property;
- (3) landscaped with a Category 1 buffer pursuant to Sec. 34-162;
- (4) irrigated, preferably with a timer mechanism;
- (5) 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,
- (6) signage attached to the front building or structure or 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.

If the village successfully establishes a code violation(s) at abandoned or unimproved property or the property is declared a chronic nuisance or public nuisance as set forth in Chapter 46, the village shall request that one or more of the above additional maintenance requirements for abandoned or unimproved property be agreed to by the property owner or imposed by the special magistrate to prevent a repeat violation(s) or the continuation of the nuisance as part of the compliance requirements. If the property owner employs such additional maintenance requirements, the costs for such requirements shall be deemed to be "documented expenses" for purposes of reducing any code enforcement fines or liens on the property.

(i) Maintenance requirements, demolished property. For the purposes of this section, demolished commercial or industrial property shall be property where all buildings or structures have been removed. In such a case, the demolished commercial or industrial property becomes unimproved property, and the owner must comply with the requirements of this section as applicable. However, the additional requirements of subsection (h) shall not apply if construction on the commercial or industrial 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/or Commercial or Industrial property has become abandoned or unimproved, a local property manager shall be designated by the mortgagee or owner 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 Commercial or Industrial property becomes abandoned or unimproved, 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.

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, Vacantvacant, and Unimprovedunimproved 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, unimproved, 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. Accordingly, the Village Council has legislatively determined and declares that adoption of this section providing regulations for foreclosed, vacant, unimproved, abandoned or distressed real property is beneficial to the public interests of health, safety, and general welfare for the residents and visitors of the Village of Palm Springs.

~~(a)~~

(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.

Evidence of vacancy means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property or a building or structure is vacant. Such conditions may include, but are not limited to, overgrown and/or dead vegetation, past due utility notices and/or disconnected utilities; accumulation of trash, junk or debris; the absence of furnishings and/or personal items consistent with habitation or occupancy; an unsanitary or stagnant swimming pool; or statements by neighbors, passers-by, delivery agents or government agents, among other evidence of such conditions.

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. ~~This section shall not be applicable to property with a bona fide agricultural use, as evidenced by an agricultural exemption.~~

(c)

(d) *Penalties.* Violations of this section shall be subject to enforcement by a special magistrate of the village or any other legal enforcement process.

~~(e)– Registration of abandoned or unimproved Commercial/Industrial property–or vacant property.~~

~~(1)– Registration by owner. Every owner of a vacant abandoned 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–the property becoming abandoned. Commercial or Industrial property that is vacant/abandoned or 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, administration, 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 except as provided herein, and it may assign and delegate the collection of such fee–all fees under this section to an independent contractor.~~

~~(4)– Registration pursuant to this sectionsubsection shall be required annually for as long as the property is abandoned or unimproved, or vacant. A case initiated pursuant to this sectionsubsection may be presented to the special magistrate even if, prior to a hearing, the property is no longer abandoned or unimproved, vacant, or no longer distressed.~~

~~(5)– Properties subject to this sectionsubsection shall remain under the registration requirement, andbe subject to the inspection, security, and maintenance standards set forth in this section as long as they remain vacantthe property remains abandoned or unimproved.~~

~~(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~~subsection 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~~subsection 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~~subsection 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~~subsection 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~~subsection 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, ~~for abandoned or unimproved Commercial or Industrial property, and vacant property.~~

. In addition, the requirements in subsection (g) above, ~~owners~~if an owner of abandoned or unimproved ~~or vacant~~ Commercial or Industrial property is cited by the village for a code violation(s) at the property or the property is cited as a chronic nuisance property or as a public nuisance property as set forth in Chapter 46, the owner, as part of ~~its~~the owner's remedy for code violations identified by Village Code Enforcement or Police Department or Building Division personnel, must, , agree to of the violation(s) or nuisance shall comply with the general maintenance standards ~~and~~in subsection (g) above and should implement the following additional maintenance and/or security measures, including, but not limited to,::

i. ~~be~~(1) lighted in a manner to discourage crime;

ii. ~~be~~(2) sodded throughout the entire unimproved area of the property;

iii. ~~be~~(3) landscaped with a Category 1 buffer pursuant to Sec. 34-162;

iv. ~~be~~(4) irrigated, preferably with a timer mechanism;

v. ~~(5)~~ 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 (6)~~ signage attached to the ~~front building or structure or~~ 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.

If the village successfully establishes a code violation(s) at abandoned or unimproved property or the property is declared a chronic nuisance or public nuisance as set forth in Chapter 46, the village shall request that one or more of the above additional maintenance requirements for abandoned or unimproved property be agreed to by the property owner or imposed by the special magistrate to prevent a repeat violation(s) or the continuation of the nuisance as part of the compliance requirements. If the property owner employs such additional maintenance requirements, the costs for such requirements shall be deemed to be "documented expenses" for purposes of reducing any code enforcement fines or liens on the property.

~~(i)–~~ Maintenance requirements, demolished property.

For the purposes of this section, demolished ~~commercial or industrial~~ property shall be property where ~~the building~~all buildings or ~~structure has~~structures have been removed. In such a case, the demolished ~~commercial or industrial~~ property becomes unimproved property, and the owner must comply with the requirements of this ~~Chapter~~section as applicable. However, the additional requirements of subsection (h) shall not apply if construction on the ~~commercial or industrial~~ 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/or Commercial or Industrial property~~ has become ~~vacant or~~ abandoned or unimproved, a local property manager shall be designated by the mortgagee or owner 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 Commercial or Industrial property becomes ~~vacant~~ abandoned or unimproved, 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.