

AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
AUGUST 17, 2023
6:30 PM

COUNCIL

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

ADMINISTRATION

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| ☐ Village Manager Michael Bornstein | ☐ Village Attorney Glen Torcivia |
| ☐ Village Clerk Kimberly Wynn | |
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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)

- Approval of the July 27, 2023 Village Council Budget Workshop Meeting:** Motion for the approval of July 27, 2023 Village Council Budget Workshop Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **Approval of the July 27, 2023, Village Council Meeting Minutes:** Motion for the approval of July 27, 2023, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
3. **Lift Station Rehabilitation Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.:** Motion to approve a piggyback agreement with Hinterland Group, Inc., through the Indian River County County-Wide Contract for Lift Station Rehabilitation Services (ITB# 2019047 - April 16, 2019). To ensure a rapid response to customer issues and reduce customer problems, Village lift stations need utility repair services. The term of the proposed agreement is set to expire on June 2, 2024, and is the final renewal option. The Water & Sewer Enterprise Fund can provide funding.
Staff: Paul Ward, Assistant Director of Utilities
4. **Approve Solar Chloride (Solar Salt) Purchase Agreement Renewal - Cooperative Purchasing (Piggyback) - Utilities Department (FY 2023 Budget Funded) Morton Salt, Inc.:** Motion for the approval of a renewal Agreement with Morton Salt, Inc with the City of Boca Raton as the Lead Agency for the Co-op for Solar Salt (Bulk) in the amount of \$169.62 per ton Delivery & Supply (Bid No. 2021-024 - May 31, 2021) The agreement is for an additional year. Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director
5. **Resolution No. 2023-43 Grant Agreement with Palm Beach County:** Motion for the approval of Resolution No. 2023-43 to authorize the Mayor to execute a CDBG Capital Improvement Agreement with Palm Beach County for \$125,051 to install streetlights along Lakewood Road between Military Trail and Kirk Road. This project cost is \$479,300 estimated. The term of the agreement is effective October 1, 2023 and will end December 31, 2024.
Staff: Timothy Crespo, Assistant Public Works Director
6. **Approve Professional Services Agreement for "Visioning" Redevelopment Scenario Graphics - Best Interest Acquisition - Kimley-Horn & Associates, Inc.** Motion for the approval of a Professional Services Agreement with Kimley-Horn & Associates, Inc. for an estimated cost of \$47,300 for the generation of graphics that illustrate the preferred "vision" in redevelopment scenarios. Funding to support the proposed graphic services is available within the FY 2023 Budget - CRA.
Staff: Kimberly Glas-Castro, Assistant Village Manager
7. **Resolution No. 2023-44 Interlocal Agreement - Police Dispatch Services for Lake Clarke Shores:** Motion for the approval of Resolution No. 2023-44 Authorizing the Village to enter into an Interlocal Agreement with the Town of Lake Clarke Shores to provide Police Dispatch Services for a base annual fee of \$59,594.42 starting on

October 1, 2023, for the first year. For each remaining year of the proposed five (5) year agreement, the Town will pay the Village the base amount plus an additional 3% (for each year of the Agreement) or an annual adjustment of the Consumer Price Index (CPI), whichever is more significant for each year.

Staff:

8. **Approval of the Village Attorney Agreement - Torcivia, Donlon, Goddeau & Rubin, P. A.** Motion for the approval to enter into an agreement with Torcivia, Donlon, Goddeau & Rubin, P.A. to provide legal services to the Village. The agreement will expire September 30, 2025.

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

9. **Presentation by Enterprise Fleet Management:** The Utilities staff will provide a presentation about Enterprise Fleet Management System from Enterprise.

Staff: Jimmie Johnson, Utilities Director

10. **Legislative Updates - Senator Bobby Powell** - Senator Bobby Powell will present legislative updates.

Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

11. **(First Reading) Ordinance No. 2023-08 Approval of Employment Regulations Handbook Revisions:** Motion for the approval of Ordinance No. 2023-08 adopting the revised Employment Regulations; providing for repeal of all Ordinances in conflict.

Staff: Ashley Saingilus, Human Resources Director

Motion	Second	Vote
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12. **(Quasi-Judicial Hearing) Resolution No. 2023-40 - Residential Multi-Family Site Development Plan (SPR23-08) - 2689 Kirk Road and 4056 Linda Lane:** Motion to approve Resolution No. 2023-40 for an application submitted by Ana Colon, agent for AMJ Property Management LLC ("Applicant") for a Residential Multi-Family Site Development Plan (SPR23-08) to combine two parcels located at 2689 Kirk Road

and 4056 Linda Lane permitting the construction of five (5) additional residential dwelling units in addition to the existing single-family residence, for a total of six (6) residential dwelling units called Townhomes at Linda Lane.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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13. **(Quasi-Judicial Hearing) Resolution No. 2023-41 - Site Development Plan Amendment (SPR23-07) and Special Exception Use (PSSE23-03) - Lakewood Plaza - 3772 South Military Trail:** Motion to approve Resolution No. 2023-41 for a Site Development Plan Amendment (SPR23-07) and Special Exception Use (PSSE23-03) submitted by Schmidt Nichols "Agent" for the property owner Caled Hamed, MGR, CAT Realty, LLC, for Lakewood Plaza located at 3772 South Military Trail for renovations to accommodate an 8,175 square foot commercial space. It is anticipated that the proposed project will increase the assessed valuation of the village's properties. Further, the project may benefit neighboring properties as well.
- Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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14. **(Quasi-Judicial Hearing) Resolution No. 2023-42 - Site Development Plan (SPR23-06) Office and Retail Building – 2833 South Congress Avenue:** Motion for the approval of Resolution No. 2023-42 to for Site Development Plan (SPR23-06) for the construction of a new 4,382 square-foot office/retail building on the two (2) combined commercial vacant parcels at 2833 South Congress Avenue.
- Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING:
THURSDAY, SEPTEMBER 14, 2023
(1ST BUDGET HEARING)
AT 6:30 PM (IMMEDIATELY FOLLOWING THE CRA MEETING)**

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. 8421

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. 8422



**VILLAGE COUNCIL MEETING MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
JULY 27, 2023 AT 5:30 PM**

CALL TO ORDER

Mayor Smith called the Village Council Budget Workshop to order at 5:35 PM.

ROLL CALL

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

Absent: None

Also Present Village Attorney Susan Garrett, Village Manager Michael Bornstein, Village Clerk Kimberly Wynn, Deputy Village Clerk Jane Worth, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, as Sergeant-in-Arms, Police Captain Peter Buhr, Planning, Building and Zoning Director Iramis Cabrera, CFO Rebecca Morse, Assistant Finance Director Mariana Ortega, Library Services Director Josefina Maliska, (Library) Administrative Assistant Claudia Ruiz, Utilities Director Dr. Jimmie Johnson, Assistant Utilities Director Paul Ward, (Utilities) Administrative Assistant Eliza Hansen, Assistant Director of Public Works Timothy Crespo, Public Works Supervisor Michael Wood, Human Resources Director Ashley Saingilus, Parks and Recreation Supervisor Garrett Pearson, and IT Director Thomas Cook.

ORDER OF BUSINESS

1. **FY 23/24 Budget Highlights:** The Village Manager, Mr. Bornstein, will summarize the highlights of the budget.

Village Manager Bornstein discussed significant budget highlights and added goals and objective components from each department. He asked Ms. Morse to do an overview of the budget for the Village Council.

Discussion of Proposed FY 23/24 Budget - All Funds

Ms. Morse discussed the significant budget changes. Mr. Bornstein advised the council that the taxable valuation increased 13.3%, which resulted in additional tax revenue of \$753,583 over the last fiscal year at the same millage rate of \$3.5000. He explained that the taxable valuation increases reduced voted debt service millage from \$0.2639 to \$0.2319. The rate decreased by 12%. The Community Redevelopment Agency (CRA) Taxable Increment Value (TIF) increased by \$60 million or 17%. This resulted in an increased contribution from the Village of \$199, 522. He explained that \$8.1 million went towards the Police Department Building renovation and expansion with the use of Sales Tax funds.

Mr. Bornstein and Ms. Morse mentioned several proposed new positions, including an Assistant Director of Parks and Recreation. This person would also serve as the Village's Public Information Officer (PIO). A new Media Specialist was suggested for Library Services. An Accreditation Manager in the Police Department, GIS Professional for the IT Department, an Accountant position in Finance, and a part-time Records Clerk for the Village Clerk's Office were recommended. Lastly, the Utilities Department added another Project Coordinator position. Mr. Bornstein also stated that there was a proposed 3% across-the-board cost of living allowance (COLA) for all full-time and part-time employees.

Mr. Bornstein and Ms. Morse discussed employee benefits and insurance. He explained an increase of \$172,963, or 5.8%, over the current fiscal year. Workers' Compensation increased by \$32,577, or 7%, over the current fiscal year. The Village's Pension Plan Expenditures decreased by \$106,503 or 11% over the last fiscal year. The pension plan for Florida Retirement System (FRS) increased by \$539,749, or 26%. There is a proposed increase in employee training and education of \$39,564. The amount represents a 15% increase over the current fiscal year.

Mr. Bornstein explained that to fund additional software for HR onboarding, an audio recording of Village Clerk meetings, the new Green Market, professional sports turf management, document scanning services in PZB and Clerk's Office, solid waste hauler costs increase, special events expand, Christmas lighting of entranceways. ARPA-funded IT security and Contractual Services increased by \$421,394. This amount is 8.5% over the current fiscal year.

This budget appropriates \$1,767,768 from the unappropriated fund balance in the General fund but still leaves in excess of our 30% "rainy day" cushion in the unappropriated fund balance and is projected to increase as a result of operations at the fiscal year's end.

Mr. Bornstein asked the council if there were any questions they could address while going through the budget.

Mayor Smith offered the council an opportunity for further discussion and questions. Vice-Mayor Brinkman asked if the 3% across-the-board raise included the 2% merit increase. Ms. Morse stated there was no 2% merit increase (per negotiation). Employees would receive an overall increase of only 3%.

There was a discussion about the General Fund and the trends. The economy and revenues were better than projected, and state revenues were higher. Ms. Morse stated that there was a decrease in recreational activities, but fines and forfeitures increased slightly. Council Member Gunther inquired when the Village would receive a 1% sales tax from the infrastructure surtax. Ms. Morse advised that the Village had 11% but was projected to receive 13%. There was no reliance on the Infrastructure Sales Tax.

Mayor Smith wanted to know what was left to spend from the American Rescue Plan Act (ARPA) funds. Ms. Morse stated that 12.6 million was received; however, only 1.5 million was spent. Vice-Mayor Brinkman questioned why the Community Development Block Grant (CDBG) decreased. She also asked if the staff would look at a rollback (at least partially).

At this point, the Assistant Village Manager, Mrs. Glas-Castro, explained to the council that each department would review its Key Performance Indicators (KPIs). At the beginning of the fiscal year, each department identifies performance measures within its department. The purpose of the exercise was to provide accountability and focus on priorities. The departments completed an Action Plan that would be reviewed quarterly.

Mrs. Glas-Castro and Ms. Wynn discussed Administration, Village Council, and Village Clerk KPI measurements and their work action plan. Mrs. Glas-Castro talked about a Community Survey (Polco). She also discussed the elimination of inefficiencies in the organization. Staff would look at ways to invest, recruit and retain high-performing staff. Ms. Wynn explained her work plan, action, and benchmarks. She mentioned an assessment of the Village's current boards and committees and the development of the Resident Leadership Academy. Information was also needed to be more accessible to internal and external customers. The Clerk's Office is focused on centralized systems for transparency - this includes scanning documents for improved accessibility. Ms. Wynn talked about the need to improve safety around the Village.

Ms. Morse discussed the KPIs in the Finance Department. She addressed the functionality of MUNIS, the improvement of the bid process, and an increase in overtime.

Mayor Smith offered the council an opportunity to discuss it further. The council asked about the decreased budget for other Contractual Services. Mrs. Glas-Castro talked about the anticipated use of a lobbyist and the Polco survey platform for KPIs for the CRA. Mrs. Saingilus discussed an enhanced selection process for candidates. There is also professional workplace development. Mrs. Saingilus wanted to increase employee engagement. The Employee Regulations and policies, and procedures are being finalized. A complete review and analysis of all job descriptions is proposed. Mr. Cook discussed KPIs for the IT department and how they strive to improve customer service and internal interaction. They also evaluate a ticket system that can track data and critical performances. Mayor Smith offered the council an opportunity to ask questions about IT's work action plan. Council Member Gunther asked if the proposed call center would include an option for the residents to receive a call back instead of waiting on the phone. He referenced another company that offered this feature.

Ms. Cabrera discussed her KPIs and work action plan. She stated that PZB wanted to implement an electronic permitting system. This will improve efficiency and state requirements. The council members discussed her staffing and open positions. Ms. Morse explained the increase in operating expenses of the different departments. She said that the operating expenses increased because of the Code of Ordinances.

Chief Ceccarelli and Captain Buhr talked about his KPIs. The License Recognition program is being evaluated for full implementation. He suggested that the police department increase their public special events. Mayor Pro Tem Waller asked about the increase in Books and Dues. Chief Ceccarelli discussed the turnover rate in his department. He recommended police academy training with a stipulation that officers stay with the VPS Police Department for a required period of time to get implemented. Council Member Ready asked about the number of officers with take-home cars.

Mr. Crespo discussed his work action plan with Sanitation. He hoped to increase residential recycling and reduce the number of issues that were garbage related.

He discussed the beautification improvements to Greenbrier Drive and Congress Road Gateway. Mr. Crespo discussed the CDBG project that included the installation of streetlights on Lakewood Road. Public Works is evaluating ways to formulate a partnership with Enterprise Fleet Coordinating. Council Member Gunther and Vice-Mayor Brinkman asked about the status of the sidewalk project. They want to see an established goal to have sidewalks fixed.

Ms. Maliska and Ms. Ruiz discussed the work action plan for Library Services. They would like to improve community involvement and increase library lighting on the exterior of the building. Council Member Ready if there was an increase to the Pre-K program attendance. Mr. Pearson discussed Parks and Recreation. He said that parks and recreation is focused on energizing,

enhancing and educating the public with social media footprints. Council Member Ready asked about the Parks and Recreation Board's involvement and if they could bring back the communication. Village Manager Bornstein said that the Parks and Recreation Board's role is being revamped to get them more involved. Ready advisory boards bring back a touch. The council discussed increased FICA costs, Foxtail Palm Park, and the number of special events.

Dr. Johnson and Mr. Ward discussed the Utilities Department KPIs. They want to improve customer hold times and implement a call-back number for utility customers. Dr. Johnson gave an update on the 6-8 week implementation of the new PayNearMe Automated payment center.

The council expressed their gratitude to the staff, especially Finance, for their hard work on the budget. They discussed the CORE Values that are reinforced throughout the organization. There is also a desire to look at how to roll back the millage rate.

Please Note: Following the meeting it was discovered that the roll-back rate is \$3.1130 instead of the published \$3.5000 mills. This represents 12.43% over the roll-back. The correct roll back rate is \$3.3328 and our \$3.5000 is only 5.02% over the roll back rate. The correction is the result of the Community Redevelopment Agency (CRA) Tax Increment Finance (TIF) were not added.

PUBLIC COMMENT

Hearing no further business, Mayor Smith adjourned the Village Council Budget Workshop at 7:00 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Village Council Budget Workshop Meeting held on **July 27, 2023**. Which minutes were formally approved and adopted by the Village Council on **August 17, 2023**.

Kimberly M. Wynn, Village Clerk



**VILLAGE COUNCIL MEETING MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE,
VILLAGE OF PALM SPRINGS 33461
JULY 27, 2023 AT 6:30 PM**

CALL TO ORDER

Mayor Smith called the Village Council Regular Meeting to order at 7:02 PM.
(Immediately following the Village Council Budget Workshop)

ROLL CALL

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

Absent None

Also Present Village Attorney Susan Garrett, Village Manager Michael Bornstein, Village Clerk Kimberly Wynn, Deputy Village Clerk Jane Worth, Assistant Village Manager Kim Glas-Castro, Planning, Zoning and Building Director Iramis Cabrera, Police Chief Thomas Ceccarelli, as Sergeant-in-Arms, Assistant Police Chief Peter Buhr, Public Works Director Timothy Crespo, Public Works Supervisor Michael Wood, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, (Utilities) Administrative Assistant Eliza Hansen, Library Services Director Josefina Maliska, (Library) Administrative Assistant Claudia Ruiz, Chief Financial Officer Rebecca Morse and Assistant Finance Director Marianna Ortega.

INVOCATION

The Village Manager, Michael 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.

Mayor Pro Tem Waller made a motion to approve the Agenda as presented. Council member Ready seconded the motion. The said motion carried 5-0.

CONSENT AGENDA

1. **Approval of July 13, 2023, Village Council Regular Meeting Minutes:** Motion for the approval of July 13, 2023, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
2. **Amendment No. 7 to the Agreement with Tyler Technologies for Software as a Service (SaaS)**
- Information Technology (IT) - FY23: Motion to approve Amendment No. 7 to an Agreement with Tyler Technologies for an annual amount of \$73,554.72 to extend Village-wide SaaS applications until June 30, 2026. Funding is available within the IT Budget.
Staff: Rebecca Morse, Chief Financial Officer

SUMMARY: The Village has used Tyler Technologies since 1992 for MUNIS applications. In 2012, the Village approved Resolution #2012-40 authorizing a three-year contract with Tyler Technologies, Inc. to provide these applications as our services provider.

The attached amendment #7 extends this agreement for three (3) years beginning July 1, 2023, through June 30, 2026, and caps the annual service fee increases at 5%.

Fiscal Impact:

The current annual fee for all applications and modules is \$73,554.72, billed quarterly. Some of these modules will be discontinued when the new Maintstar applications are live; this will lower the annual fee. These fees are budgeted by the Information Technology Department annually.

3. **Resolution No. 2023-35 Grant Application for the Hazard Mitigation Grant:**
Resolution No. 2023-35 authorizes the Village Manager to submit applications for Hazard Mitigation Grant Program funding to the Florida Division of Emergency Management (FDEP) to fund five (5) projects for the Public Works Department and the Utilities Department, including 1) Lift Station Emergency Power, 2) Water Treatment Plant Generator, 3) Raw Water Well Emergency Power, 4) Generators for Raw Water Wells 12, 13, & 14, and 5) Lorene Drive Flood Protection.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Public Works and Utilities Departments requests authorization for the Village Manager to execute and submit applications for the Hazard Mitigation Grant program on five (5) projects.

The Hazard Mitigation Grant Program is federally funded. The Florida Division of Emergency Management administers the program. Selecting eligible mitigation projects submitted for funding consideration is delegated to each county's Local

Mitigation Strategy Working Groups (LMS). The Notices of Funding Availability for Hurricane Ian and Hurricane Nicole have recently been made available.

The Utilities Department will be applying for funding on four (4) projects, with three (3) related to Hurricane Ian and one (1) associated with Hurricane Nicole. The projects are as follows.

Lift Station Emergency Power: Installation of a permanent generator at the Kudza Lift Station, located at 2017 Kudza Drive, West Palm Beach, FL 33416. The project will be completed with the objective of providing a reliable wastewater service that provides long term protection for residents and property and a successful post disaster recovery effort. The proposed project has an estimated cost of \$200,000.

Water Treatment Plant Generator: Replacement of the existing backup generator at its Main Water Treatment Plant, located at 360 Davis Road, Palm Springs, FL 33461. The current unit is at the end of its useful life and underpowered for the growing needs of the critical facility. The installation of the new generator and electrical connections will not only increase reliability but also enhance the efficiency and capacity to operate the facility when traditional power is disrupted during an emergency or disaster. The scope of work for this project is the installation of a new and modern 80kw generator, including the integration of the unit into the electrical system of the facility. The proposed project has an estimated cost of \$500,000.

Raw Water Well Emergency Power: Providing emergency power for two raw water wells, identified as wells 6 & 7. These wells are located in the Village's Northwestern section, supplying raw water to the Pratt Treatment Plant. The proposed project will connect the two wells, which are adjacent to the Water Treatment Plan (WTP), to the facilities' existing emergency generator. This permanent and hardened connection will be completed by an electrical contractor procured by the Village. The proposed project has an estimated cost of \$530,000.

Generators for Raw Water Wells 12, 13, & 14: Installation of permanent generators at three raw water wells, identified as wells 12, 13, & 14. These wells are located along Donald Road, north and south of Purdy Lane, supplying raw water to the Main Water Treatment Plan. The installation of the new generators and electrical connections will not only increase reliability but also enhance the efficiency and capacity to operate the facility when traditional power is disrupted during an emergency or disaster. The scope of work for this project is the installation of new and modern generators, including the integration of the units into the electrical system of the facility. The proposed project has an estimated cost of \$450,000.

The Public Works will be applying for funding on one (1) project related to

Hurricane Ian. The project is as follows:

Lorene Dr. Flood Protection: Installation of new catch basins, exfiltration trenches, control structure, piping, and restoration of swale grades. The proposed Lorene Drive drainage improvements will discharge into the LWDD L-9 Canal. Lorene Drive has been noted as an Area of Concern for Village personnel. Standing water was observed in the western portion of Lorene Drive along the road shoulders following minor rainfall events. The proposed project has an estimated cost of \$1,004,841.

All five of the proposed projects are currently listed on the countywide Prioritized Project List (PPL) and are eligible for HMGP requests.

Fiscal Impact:

There is no current fiscal impact on the Village.

4. **Agreement - Professional Services Contract - Request for Proposal (RFP No. 2023R-002) - Planning, Zoning and Building Department - Plan Review Services:** Motion for the approval of the staff's recommendation of RFP No. 2023R-002 and authorize the Zoning and Building Department to enter into an agreement with Sunshine Inspections, LLC for plan review services. Funding is available within the FY 2023 Budget - General Fund - Planning, Building, and Zoning Department.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Planning, Zoning, and Building Department requested proposals from qualified, licensed, and experienced companies to establish a contract for Plan Review Services. The work consists of providing plan review services for various trades and disciplines. The company will provide building, plumbing, electrical, mechanical, gas, and structural plan review services as outlined in the Florida Building Code.

The Village issued a Request for Proposals (RFP) to find the best professional company. This process was conducted under Section 58-5 of the Village Code, Competitive Selection Purchase Requirement - Plan Review Services (RFP No. 2023R-002 - April 27, 2023).

There were bid proposals received from four (4) vendors:

<u>Vendor</u>	<u>Total Bid</u>
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Universal Engineering Sciences	• Review and process construction plans for obtaining building permits - 90/hour • Review and process construction plans by the next working day for obtaining building permit - 135/hour • Review and process construction plans for Natural Disaster Services for obtaining building permits - 135/hour
CAP Government Inc.	• Review and process construction plans for obtaining building permits - 95/hour • Review and process construction plans by the next working day for obtaining building permit - 110/hour • Review and process construction plans for Natural Disaster Services for obtaining building permits - 115/hour
Nader Goubran Architect LLC	• Review and process construction plans for obtaining building permits - 250/hour • Review and process construction plans by the next working day to obtain a building permit - 350/hour • Review and process construction plans for Natural Disaster Services for obtaining building permits - 250/hour
Sunshine Inspections LLC	• Review and process construction plans for obtaining building permits - 85/hour • Review and process construction plans by the next working day for obtaining building permit - 90/hour • Review and process construction plans for Natural Disaster Services for obtaining building permits - 100/hour

The Village Manager appointed Plan Review Services Selection Committee members. The Selection Committee included representatives from Code Enforcement, Finance, Utilities, Parks and Recreation, and Planning, Zoning & Building. The Selection Committee reviewed each proposal on June 30, 2023. Each submission was evaluated and scored according to the following:

- Qualifications of the Team
- Experience and Expertise
- Project Delivery and Approach

- Firm's Resources, Personnel, Availability, and Commitment

- Fees for Professional Services
- Reference

Based on the collective scoring of the proposal packages, the Committee recommended Sunshine Inspections LLC. In response, the Village Attorney prepared a proposal for plan review services. The Planning, Zoning, and Building Director reviewed the proposals and requested council approval for ongoing contractual services.

The Village would accept Sunshine Inspections LLC conditionally, based on the RFP package and the proposed agreement. The Village will not exceed the amount approved in the budget as it may be amended and adopted each year.

Fiscal Impact:

Funding to support the proposed services is available within the FY 2023 Budget - General Fund - PZB.

5. **Resolution No. 2023-36 Approve Utility Accounts Write-Offs-Utilities Department (FY 2023):** Motion for the approval of Resolution No. 2023-36 to allow the Village's Utility Billing staff to declare approximately \$49,730.32 as uncollectable for the period from October 1, 2018, through September 30, 2019, as a result of customer non-payment. If approved, this amount will be considered uncollectable; however, the Village will continue to look to collect a portion of this amount due to property sales and/or customers opening new accounts.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: The Utilities Department is responsible for providing the treatment and delivery of the highest quality potable water and the collection and treatment/disposal of wastewater (sewer) services to our residents, businesses, and customers while ensuring full compliance with all local, state, and federal environmental regulatory agencies. Village operations performed through an Enterprise Fund require that all expenditures support the services and products provided to support the revenues collected.

The Village's Water & Sewer Enterprise Fund was established as a separate accounting fund and followed generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). As a proprietary fund, the Water & Sewer Enterprise Fund is self-supporting in that the services rendered by the fund are generally financed through user charges or on a cost-reimbursement basis. As a result, timely and current payment of the Village's utility billings is necessary to ensure the sufficiency of revenues to cover current and future utility expenses, which include operating expenses, renewal, and replacement expenses, transfers to the General Fund, and capacity-related expenses.

As in any large-scale business enterprise, some of the utilities' revenues are

expected to become uncollectible. Due to several factors, including:

1. Outstanding balances remain on accounts after tenants abandon their properties, and the security deposits are insufficient to cover outstanding balances.
2. Vacant properties generate a Readiness-to Serve charge, and the owners cannot pay.
3. Utility office staff inadvertently overlook outstanding balances from a previous owner(s) before establishing an account for a new owner. Supervisory oversight and standard operating policies are in place to limit this.

The staff in the Utilities Customer Service Division work to minimize the aging of delinquent accounts through the following actions and initiatives:

1. Every account is reviewed for outstanding balances when a new customer comes in to establish a new account.
2. Lien search requests are provided to patrons/owners or title companies with updated past due or current balances.
3. Tenants, including occupants, listed on the lease presented during a new service activation are carefully reviewed for any outstanding balances, which must be satisfied before establishing the new service.
4. New owners must undergo a lien search before establishing a new service, and outstanding balances will be identified (and hopefully paid) in the search results.

When all of the above efforts have failed, Chapter 78 - Utilities - Division 1. Generally, Sec. 78-40 Billing delinquencies of the Village's Code of Ordinances (in addition to other sections of the Code) provides the Village with the authorization to attempt to collect delinquent utility fees. However, if the Village is unable to collect these amounts, and they are more than four (4) years past due because of a statute of limitations preventing certain actions after a while, Florida Statute Section 95.11(3)(p).

Thus, the Village's Utility staff requests that the Council consider declaring \$49,730.32 uncollectable from October 1, 2018, through September 30, 2019, due to customer non-payment. If approved, the amount may be uncollectable; however, the Village will continue to look to collect a portion of this amount due to property sales and/or customers opening new accounts.

The proposed FY 2023 write-off journal was prepared by the Public Service's

Customer Relations Supervisor and reviewed by the Finance Department before review by the Utilities Director and the Assistant Utilities Director.

The proposed write-offs, if approved, would provide a more transparent mechanism for the annual discharge of bad debts from uncollectible utility customer accounts receivable balances under generally accepted accounting principles (GAAP). After the accounts are written off as uncollectible, the amounts will become expended as bad debt, and the Village will remove the associated unrealized amounts from its records. This provides for a more accurate representation of the financial health of the utility enterprise fund.

Due to the amount requested to be written off and for transparency, utility write-offs are presented before the Council annually for approval before they are posted.

Fiscal Impact: The Utilities Department is requesting that the Village Council authorize \$49,730.32 in uncollectible fees which originated at least four (4) years ago (during the period from October 1, 2018, through September 30, 2019) as a result of the non-payment of customers' bills.

6. **Agreement - Foreclosure Registration Process Agreement - Hera Property Registry, LLC (Hera):** Motion for the approval of the Village enters into an Agreement with Hera Property Registry, LLC (Hera) to re-establish and implement a mortgagee registration of properties within the Village that are subject to foreclosure.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Staff recommend that the Village enter into an Agreement with Hera Property Registry, LLC (Hera) to re-establish and implement a mortgagee registration of properties subject to foreclosure (Ordinance No. 2016-09). In 2016 to ensure a clean and safe community and contribute to our economic (re-) development goals. The proposed intended program to establish a process to monitor and address unsafe conditions (i.e., accumulation of trash, debris, overgrown grass and bushes, unsecured swimming pools, vandalism, potential "squatting," etc.) on abandoned and distressed properties that have been foreclosed on and are the responsibility of banks, lenders and/or trustees.

Note: The Village previously entered into an agreement with ProChamps for this registration service (November 2016-June, 2023), but the company closed abruptly last month, filed for bankruptcy protection, and has not been accessible. We have requested the Village registration database via email and U.S. Mail but have yet to receive a response, so we cannot report the number of properties in a mortgage default state.

A former staff member of ProChamps formed Hera. They provided a Sole Source

letter per Chapter 287, Florida Statutes.

If approved, the foreclosure registration service will provide a five (5) year term, with two additional periods of 3 years each.

Note: Palm Beach County has already agreed with Hera for these services.

Fiscal Impact: The Village Council adopted an annual foreclosure registration fee of \$200 into the fee schedule in 2016. Hera will retain \$100 for its services and will remit \$100 to the Village for every registration. Last fiscal year, the Village received \$6,000 in foreclosure registration fees.

End of Consent Agenda....

Mayor Smith offered the public an opportunity for public comments on the Consent Agenda. There were no comments.

Vice Mayor Brinkman made a motion to approve the Consent Agenda. Council Member Gunther seconded the motion. The said motion carried 5-0.

PRESENTATIONS

There were no Presentations.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity for public comment.

1. **Ms. Robin Geiger - Palm Beach County Commissioner of Ethics** - Ms. Geiger introduced herself to the Council. She explained the role of the Ethics Commission was to promote training and transparency to agencies. She offered to provide training to employees, boards, and elected officials as needed. At this point, Mayor Smith offered the public and councilmembers an opportunity for further discussion. Public Comments.

Council Member Ready asked if additional training would be provided for Form 6. The Board also asked what the implications were for incorrect reporting of assets.

2. **Mr. Johnnie Tieche - 305 Winged Foot Drive:** Mr. Tieche complimented the Code Enforcement and the Police Department for their quick response to solving code issues in the Request Tracker System. Council Member Ready asked if the Police Department had improved its responsiveness.

PUBLIC HEARINGS

7. **Resolution No. 2023-39 - FY 2023 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF):** Motion to approve Resolution No. 2023-39; to certify the Village's taxable values for the upcoming fiscal year (FY 23/24) as well as other related financial information. The proposed millage rate is 3.50 with a roll back rate of 3.1131. The proposed millage of 3.50 is 12.43% over the roll back rate.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 23/24) as well as other related financial information:

The gross taxable value for all properties within the Village for FY 2024 is \$1,902,659,981, an increase in taxable value of \$226,792,324 over FY 22/23.

The calculated roll-back rate is \$3.1131 per 1,000 taxable values. The Village's proposed FY 2024 operating millage for the General Fund is \$3.50 per \$1,000 of the taxable value or an increase of 12.43% over the rolled-back rate. At 100% collection, the expected operating millage is to generate \$6,659,310 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the projected revenue expected is \$6,392,938.

The taxable value for debt service is \$1,906,567,750. The proposed millage rate required to pay the general obligation debt for FY 2024 is \$0.2319 per \$1,000 of the taxable value. That is a decrease of \$0.0320 from FY 22/23.

The combined proposed millage rates for FY 2024 (3.5000 operating + 0.2319 debt = 3.7319 total mills) are 0.0320 mills lower than the combined approved millage rates for FY 22/23 (3.5000 operating + 0.2639 debt = 3.7639 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2024 is \$124,182,408. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed \$3.50 per \$1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is \$434,638. However, the Village budgets a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is \$412,907.

As a result, the proposed Resolution establishes the tentative millage rates for Fiscal Year 23/24. The Village Council is requested to establish the final millage rates in September 2023.

Ms. Morse introduced this item. She discussed the highlights and entered her

report into the record. Mrs. Morse talked about this item and discussed the highlights. Ms. Morse advised that the gross taxable value for all properties within the Village for FY 2024 is \$1,902,659,981, an increase in taxable value of \$226,792,324 over FY 22/23.

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Mayor Smith offered the public and Council an opportunity to speak on Resolution No. 2023- 39. Village Attorney Garrett read the title of the caption into record.

Vice-Mayor Brinkman appreciated the efforts of the staff; however, she asked if we could look at the rollback rate. She would like to see if we could possibly do a partial rollback. Council member Gunther concurred with Vice-Mayor Brinkman. They would like to see the residents receive some type of relief with a tax (partial) rollback. There were no comments from the public.

Vice Mayor Brinkman made a motion to approve Resolution No. 2023-39. Mayor Pro Tem Waller seconded the motion. The said motion carried 5-0.

Fiscal Impact: Establishes preliminary operating millage rate and debt service millage rates for the proposed budget for the fiscal year 2023-2024.

8. **Resolution No. 2023-37 - Final Garbage Non Ad-Valorem Assessment Rates - FY 2023:** Motion for the approval of Resolution No. 2023-37; adopting the final non-ad valorem assessment roll for Fiscal Year 2023/2024 so as to provide a

uniform method for collecting the non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County Tax Notices. The projected total annual revenue that the Village would assess is expected to be \$1,690,135.68 for 10,311 parcels.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Council adopted Resolution No. 2023-31, setting the preliminary Non-Ad- Valorem assessment rates for the fiscal year 23/24 budget. As a result, Resolution No. 2023-37 proposes to set the final Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash, and recyclables collection services in the Village on the Palm Beach County Tax Notices.

The proposed rates for Fiscal Year 2023-2024 will be as follows:

Single Family Homes	\$ 225
Multi-Family Homes	\$ 140
Mobile Homes	\$ 140

The Council originally established the uniform method for collecting garbage, trash, and recyclables services on the Palm Beach County Tax Notices by adoption of Resolution No. 2008-17 in February 2008. This Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The Council has adopted a corresponding resolution each year setting rates for the upcoming fiscal year. The proposed Resolution would establish the Non Ad-Valorem rates for garbage based on the cost of collection and disposal at that time. The projected price includes a 9% contract increase effective April 1, 2023. This contract expires April 1, 2024. Furthermore, a potential increase in the Village's contract with a contractor hauler needs to be considered. In an effort to assist with the reduced administrative margin to offset staff costs, it is necessary to increase rates.

The projected total annual revenue that the Village would assess is expected to be \$1,615,310 for 7,292 parcels. Mr. Crespo introduced Resolution No. 2023-37. For the record, he stated there is a proposed increase of 12.9% in garbage rates.

Mayor Smith offered the public and council members an opportunity to discuss or comment further. There were no comments from the public. The Village Manager, Mr. Bornstein, discussed the increase further. He explained that our rates increased to 12.9% because there was a projected increase of 9% in April 2024. Vice-Mayor Brinkman asked about recycling credit. The Village Manager said there is an expected refund that may create a cost differential.

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

Council Member Ready made a motion to approve Resolution No. 2023-37. Council Member Gunther seconded the motion. The said motion carried 5-0.

Fiscal Impact: The projected total annual revenue that the Village would assess is expected to be \$1,615,310 for 7,292 parcels (which is at a 96% collection rate).

9. **Resolution No. 2023-38 - Final Stormwater Non Ad-Valorem Assessment Rates - FY 2024:** Motion for the approval of Resolution No. 2023-38, to approve the final Ad-Valorem assessment rates for Fiscal Year 2023-2024 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The proposed Resolution sets the final Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2024 and provides a uniform method for collecting this assessment for the stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 23-24 will be the same as last year:

	Annual Rate
Single Family Residential Condominiums	\$48
Multifamily	\$48
Commercial (Under 2 ESU's)	\$48
Commercial (2 to 4.99)	\$96
Commercial (5 to 9.99 ESU's)	\$180
Commercial (10 ESU's and above)	\$240

The Village Council originally established the uniform method for collection and funding the Village's stormwater management services and projects in July 2016 (Resolution No. 2016-51). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The proposed fees and all related data will be submitted to the PBC Property Appraiser's Office and the PBC Information Systems Services department, which provides billing services for the Village.

Mr. Crespo introduced Resolution No. 2023-38. He stated there were no changes to the Stormwater Rates.

Mayor Smith offered the public and council members an opportunity to discuss or comment further. There were no comments from the public.

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

Council Member Gunther made a motion to approve Resolution No. 2023-38. Vice Mayor Brinkman seconded the motion. The said motion carried 5-0.

Fiscal Impact: The proposed FY 23/24 rates are the same as last year's rates.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

Village Manager Bornstein discussed the Code Enforcement meeting held with Palm Beach County. He was also appreciative of the staff's efforts with the budget (especially the Finance Department). Village Manager Bornstein discussed the purpose of staff's Key Performance Indicators (KPIs) and how they will be utilized in the future.

VILLAGE COUNCIL COMMENTS

The council members were appreciative of the staff for their budget presentations. They like the goals set by the staff and everyone's hard work. Vice-Member Brinkman reiterated she would like to have the staff look at a partial rollback rate. Mayor Pro Tem Waller thanked the staff for their preparation of the budget and appreciated the hard work. She asked Mr. Crespo the status of restriping the roads. Mayor Pro Tem Waller stated that residents were interested.

Mayor Smith discussed the two (2) authors that were coming to Palm Springs Library. Ms. Maliska stated that Mr. Ben Fagan, Ms. Elaine Dandonaido and Michael Allison are the scheduled authors for the *Meet and Greet* in August. Mayor Smith also

discussed CORE values.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 7:28 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 **July 27, 2023**. Which minutes were formally approved and adopted by the Village Council on **August 17, 2023**.

Kimberly M. Wynn
Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, AUGUST 17, 2023, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Utilities

ITEM #3: Approve Lift Station Rehabilitation Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc.

SUMMARY: The Utilities Department, throughout the year, requires construction services (i.e., equipment and personnel) to assist the Village with minor repairs and rehabilitation of wastewater lift stations. To ensure the lowest possible price, the staff recommends that the Village piggyback off the current Indian River County contract awarded to Hinterland Group, Inc., completed through a competitive section process - County-Wide Contract for Lift Station Rehabilitation Services (ITB#2019047 - April 16, 2019).

Note: The intent for recommending this agreement is to provide needed utility repair services for our lift stations to ensure quick response and reduce customer issues. The contract is utilized to support minor repairs. For repairs exceeding the Village Manager's \$35,000 purchasing threshold, the staff will present these repairs to the Council for approval before work is complete, provided there is no emergency repair. The purchase will be presented to the Council at the next immediate meeting for support).

If approved, the Village would accept Hinterland Group, Inc.'s pricing by piggybacking the Indian River County contract, including all terms, conditions, and pricing therein. The term of the proposed agreement is set to expire on June 2, 2024, and is the final renewal option.

The Village's Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggybacking or accessing the goods or services from any State of Florida contract; agreements of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that competitive bids are conducted for the same or substantially similar goods or services.

The Village Attorney has prepared and reviewed the proposed agreement with the Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendor previously, and they have provided excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2023 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved

Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Approval to Piggyback - Hinterland Group, Inc.
2. Indian River County and Hinterland Group, Inc. - First Extension and Second Amendment
3. Indian River County Staff Report



July 17, 2023

Paul Ward
Village of Palm Springs
Assistant Utilities Director
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Ward,

Hinterland Group, Inc. hereby agrees to enter into contract with the Village of Palm Springs under the conditions of our current Indian River County Bid No. 2019047 - Annual Bid for Lift Station Rehabilitation, by means of piggybacking.

We look forward to working with your staff and if you have any further questions or additional information is required, please do not hesitate to contact Chase Rogers at crogers@hinterlandgroup.com or 561-640-3503.

Sincerely,

Chase Rogers

Chase Rogers
Hinterland Group, Inc.

2051 W BLUE HERON BLVD. RIVIERA BEACH, FL 33404
561-640-3503 OFFICE 561-640-3504 FAX
CGC1520354 CUC1224634 CBC1255077 EC13003615

**FIRST EXTENSION AND SECOND AMENDMENT TO AGREEMENT
FOR LIFT STATION REHABILITATION SERVICES**

This First Extension and Second Amendment to that certain Agreement to provide Lift Station Rehabilitation Services is entered into effective as of May 17, 2022 by and between Indian River County, a political subdivision of the State of Florida ("County") and Hinterland Group, Inc. ("Contractor").

BACKGROUND RECITALS

WHEREAS, the County and the Contractor entered into an Agreement for Lift Station Rehabilitation Services effective June 4, 2019; and

WHEREAS, the Term; Duration of Agreement Paragraph contains the term and renewal provisions; and

WHEREAS, the first term commenced effective as of June 4, 2019 and will end on June 3, 2022; and

WHEREAS, pursuant to the Agreement, the parties desire to extend the Agreement for an additional two-year period; and

WHEREAS, the parties desire to amend the Responsibilities of the Contractor section to include E-Verify and Scrutinized Companies requirements; and

WHEREAS, the parties desire to update requirements to the Federal Clauses section, in accordance with 2 C.F.R.; and

WHEREAS, the parties have agreed to updated pricing, based on the U.S. Department of Labor's Consumer Pricing Index.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this First Extension.
2. The first renewal term shall commence effective June 4, 2022 and shall end on June 3, 2024. There are no additional renewals available.
3. The following information was added to the Responsibilities of the Contractor Section of the agreement:
Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

The contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

4. The Federal Clauses section is modified as follows:

A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

O. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

P. Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

5. Exhibit 1 to the agreement is replaced with Exhibit 1 – First Extension.

6. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Extension to be executed effective the day and year first set forth above.

Hinterland Group, Inc.

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Printed name: _____
Title: _____

(Corporate Seal)

Date: _____

By: _____
Peter D. O'Bryan, Chairman

Attest: Jeffrey R. Smith, Clerk of Circuit Court
And Comptroller

By: _____
Deputy Clerk

Approved:

Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:

Dylan Reingold, County Attorney

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
1	MOBILIZATION & GENERAL CONDITIONS- ORDERS UNDER \$15,000 (per site)	LS	\$2,500.00	\$2,836.50
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS \$15,000-\$40,000 (per site)	LS	\$2,000.00	\$2,269.20
3	MOBILIZATION & GENERAL CONDITIONS- ORDERS GREATER THAN \$40,001 (per site)	LS	\$1,500.00	\$1,701.90
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	\$100.00	\$113.46
5	PUBLIC CONSTRUCTION BOND (UP TO \$250,000) IF REQUIRED (per year)	LS	\$5,000.00	\$5,673.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	\$600.00	\$680.76
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	\$600.00	\$680.76
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	\$100.00	\$113.46
9	MINOR MOT DESIGN & SETUP (per site, no lane closure, County right of way)	DAY	\$50.00	\$56.73
10	INTERMEDIATE MOT DESIGN & SETUP (per site, single lane closure, County right of way)	DAY	\$250.00	\$283.65
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	\$5.00	\$5.67
12	BARRICADE TYPE III w/ WARNING LIGHT	DAY	\$5.00	\$5.67
13	MOT WARNING SIGNS	DAY	\$5.00	\$5.67
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	\$5.00	\$5.67
15	DYNAMIC ARROW FLASHING SIGN	DAY	\$35.00	\$39.71
16	VARIABLE MESSAGE TRAILER	DAY	\$65.00	\$73.75
17	TRAFFIC CONES	DAY	\$3.00	\$3.40
18	FLAGMAN	HR	\$40.00	\$45.38
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	\$50.00	\$56.73
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LFDA	\$5.00	\$5.67
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	\$150.00	\$170.19
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LFDA	\$15.00	\$17.02
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	\$50.00	\$56.73
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LFDA	\$20.00	\$22.69
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	\$50.00	\$56.73
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LFDA	\$10.00	\$11.35
27	HAY BALES OR WATILES	LF	\$5.00	\$5.67
28	STEEL PLATE (32 sq. ft per plate)	DAY	\$25.00	\$28.37
29	LIGHT TOWER w/ GENERATOR	DAY	\$50.00	\$56.73
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$300.00	\$340.38
31	4" BY-PASS PUMPING OPERATION	DAY	\$500.00	\$567.30
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$5.00	\$5.67
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$300.00	\$340.38
34	6" BY-PASS PUMPING OPERATION	DAY	\$700.00	\$794.22

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$10.00	\$11.35
36	12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$500.00	\$567.30
37	12" BY-PASS PUMPING OPERATION	DAY	\$1,200.00	\$1,361.52
38	12" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$15.00	\$17.02
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	\$300.00	\$340.38
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	\$250.00	\$283.65
41	Force Main Installation – 4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$60.00	\$68.08
42	Force Main Installation – 6" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$65.00	\$73.75
43	Force Main Installation – 8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$75.00	\$85.10
44	Force Main Installation – 10" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$80.00	\$90.77
45	Force Main Installation – 12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$90.00	\$102.11
46	Force Main Installation – 16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$110.00	\$124.81
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	\$35.00	\$39.71
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	\$45.00	\$51.06
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	\$85.00	\$96.44
50	4" MEGA-LUG JOINT RESTRAINTS	EA	\$100.00	\$113.46
51	6" MEGA-LUG JOINT RESTRAINTS	EA	\$120.00	\$136.15
52	8" MEGA-LUG JOINT RESTRAINTS	EA	\$120.00	\$136.15
53	10" MEGA-LUG JOINT RESTRAINTS	EA	\$130.00	\$147.50
54	12" MEGA-LUG JOINT RESTRAINTS	EA	\$180.00	\$204.23
55	16" MEGA-LUG JOINT RESTRAINTS	EA	\$300.00	\$340.38
56	4" PLUG VALVE & VALVE BOX	EA	\$850.00	\$964.41
57	6" PLUG VALVE & VALVE BOX	EA	\$1,200.00	\$1,361.52
58	8" PLUG VALVE & VALVE BOX	EA	\$1,400.00	\$1,588.44
59	10" PLUG VALVE & VALVE BOX	EA	\$2,200.00	\$2,496.12
60	12" PLUG VALVE & VALVE BOX	EA	\$2,800.00	\$3,176.88
61	16" PLUG VALVE & VALVE BOX	EA	\$4,800.00	\$5,446.08
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	\$5.00	\$5.67

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
63	EXCAVATION & DISPOSAL OF CONCRETE SIDEWALKS, DRIVEWAYS & FLATWORK	SY	\$8.00	\$9.08
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	\$10.00	\$11.35
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	\$20.00	\$22.69
66	CLEAN IMPORT SAND BACKFILL	CY	\$25.00	\$28.37
67	FLOWABLE FILL- EXCAVATABLE (per Section 121 FDOT spec)	CY	\$180.00	\$204.23
66	LIMEROCK STABILIZED BASE MATERIAL	CY	\$35.00	\$39.71
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	\$125.00	\$141.83
70	IN PLACE MATERIAL TESTING- MODIFIED PROCTOR TEST, AASHTO T-180	EA	\$100.00	\$113.46
71	Gravity Main Installation – 6" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$75.00	\$85.10
72	Gravity Main Installation – 8" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$80.00	\$90.77
73	Gravity Main Installation – 10" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$85.00	\$96.44
74	Gravity Main Installation – 12" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$85.00	\$96.44
75	Gravity Main Installation – 16" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$100.00	\$113.46
76	6" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$65.00	\$73.75
77	8" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$70.00	\$79.42
78	10" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$75.00	\$85.10
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$80.00	\$90.77
80	15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$85.00	\$96.44
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$75.00	\$85.10
82	10" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$80.00	\$90.77
83	12" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$85.00	\$96.44
84	16" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$90.00	\$102.11
85	4" FERNCO COUPLING w/ SHEAR RINGS	EA	\$45.00	\$51.06
86	6" FERNCO COUPLING w/ SHEAR RINGS	EA	\$65.00	\$73.75
87	8" FERNCO COUPLING w/ SHEAR RINGS	EA	\$75.00	\$85.10
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	\$85.00	\$96.44
89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	\$100.00	\$113.46
90	16" FERNCO COUPLING w/ SHEAR RINGS	EA	\$200.00	\$226.92
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	\$50.00	\$56.73

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	\$65.00	\$73.75
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	\$100.00	\$113.46
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	\$200.00	\$226.92
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	\$250.00	\$283.65
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	\$300.00	\$340.38
97	PIPE BEDDING - #57 STONE	CY	\$30.00	\$34.04
98	Duplex Remote Terminal Unit, Complete	EA	\$18,500.00	\$20,990.10
99	Duplex Remote Terminal Unit, Complete, Installed Only	EA	\$6,000.00	\$6,807.60
100	Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts	EA	\$30,000.00	\$34,038.00
101	Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts	EA	\$26,000.00	\$29,499.60
102	Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts	EA	\$28,000.00	\$31,768.80
103	Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts	EA	\$32,000.00	\$36,307.20
104	Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts	EA	\$62,000.00	\$70,345.20
105	12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	\$7,500.00	\$8,509.50
106	4" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$500.00	\$567.30
107	6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$600.00	\$680.76
108	8" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$750.00	\$850.95
109	10" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$1,000.00	\$1,134.60
110	12" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$1,500.00	\$1,701.90
111	4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT	EA	\$1,100.00	\$1,248.06
112	6" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$1,400.00	\$1,588.44
113	8" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$1,500.00	\$1,701.90
114	10" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$2,100.00	\$2,382.66
115	12" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$2,400.00	\$2,723.04
119	2" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$350.00	\$397.11
120	3" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$400.00	\$453.84
121	4" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$450.00	\$510.57
122	6" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	\$500.00	\$567.30
123	8" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	\$500.00	\$567.30
124	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$3,500.00	\$3,971.10
125	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$150.00	\$170.19
127	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 4" DISCHARGE PIPING	EA	\$800.00	\$907.68
128	6" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$3,800.00	\$4,311.48
129	6" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$200.00	\$226.92

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
130	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 6" DISCHARGE PIPING	EA	\$800.00	\$907.68
131	8" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$4,500.00	\$5,105.70
132	8" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$225.00	\$255.29
133	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 8" DISCHARGE PIPING	EA	\$1,000.00	\$1,134.60
134	10" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$5,200.00	\$5,899.92
135	10" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$300.00	\$340.38
136	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 10" DISCHARGE PIPING	EA	\$1,200.00	\$1,361.52
137	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$6,000.00	\$6,807.60
138	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$350.00	\$397.11
139	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	\$1,200.00	\$1,361.52
140	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$500.00	\$567.30
141	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$500.00	\$567.30
142	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$600.00	\$680.76
143	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$750.00	\$850.95
144	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$1,000.00	\$1,134.60
145	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS	EA	\$2,800.00	\$3,176.88
146	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS	EA	\$3,200.00	\$3,630.72
147	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS	EA	\$4,500.00	\$5,105.70
148	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS	EA	\$7,800.00	\$8,849.88
149	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	\$500.00	\$567.30
150	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	\$650.00	\$737.49
151	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	\$45.00	\$51.06
152	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	\$75.00	\$85.10
153	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	\$350.00	\$397.11
154	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	\$450.00	\$510.57
155	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	\$600.00	\$680.76
156	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	\$750.00	\$850.95
157	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$35.00	\$39.71
158	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$40.00	\$45.38
159	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$55.00	\$62.40
160	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$65.00	\$73.75
161	4 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	\$400.00	\$453.84
162	6 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	\$600.00	\$680.76
163	4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	\$25.00	\$28.37

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
164	6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
165	8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
166	10' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
167	12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
168	VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
169	4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	\$50.00	\$56.73
170	6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
171	8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
172	10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
173	12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
174	VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$5.00	\$5.67
175	VALVE VAULT, BITUMASTIC COATING (2 layers Carbolite 300M or equal, per square foot)	SF	\$10.00	\$11.35
176	4' - 5' DIA MANHOLE, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)	SF	\$20.00	\$22.69
177	6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)	SF	\$20.00	\$22.69
178	8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)	SF	\$20.00	\$22.69
179	10' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)	SF	\$20.00	\$22.69
180	12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per square foot)	SF	\$20.00	\$22.69
181	VALVE VAULT, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)	SF	\$20.00	\$22.69
182	4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$30.00	\$34.04
183	6' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$35.00	\$39.71
184	8' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$35.00	\$39.71
185	10' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$40.00	\$45.38
186	12' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$40.00	\$45.38
187	4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)	SF	\$30.00	\$34.04
188	6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)	SF	\$35.00	\$39.71
189	8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)	SF	\$35.00	\$39.71
190	10' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)	SF	\$40.00	\$45.38
191	12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per square foot)	SF	\$40.00	\$45.38
192	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	\$30.00	\$34.04
193	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	\$50.00	\$56.73
193	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	\$50.00	\$56.73
194	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	\$10.00	\$11.35
195	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	\$30.00	\$34.04
196	36" x 46" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$2,800.00	\$3,176.88

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
197	48" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$3,500.00	\$3,971.10
198	48" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$3,800.00	\$4,311.48
199	54" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$3,900.00	\$4,424.94
200	64" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$4,700.00	\$5,332.62
201	60" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$4,500.00	\$5,105.70
202	72" x 84" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$5,500.00	\$6,240.30
203	4" DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	\$500.00	\$567.30
204	4" PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	\$550.00	\$624.03
205	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	\$700.00	\$794.22
206	FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP	EA	\$4,500.00	\$5,105.70
207	ADDITIONAL 4' 1.0. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	\$1,000.00	\$1,134.60
208	ADDITIONAL 4' 1.0. EXCAVATION 10'-14' DEPTH	LF	\$1,000.00	\$1,134.60
209	ADDITIONAL 4' 1.0. EXCAVATION 14'-18' DEPTH	LF	\$1,800.00	\$2,042.28
210	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	\$5,000.00	\$5,673.00
211	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	\$1,000.00	\$1,134.60
212	ADDITIONAL 5' I.D. EXCAVATION 10'-14' DEPTH	LF	\$1,000.00	\$1,134.60
213	ADDITIONAL 5' I.D. EXCAVATION 14'-18' DEPTH	LF	\$1,800.00	\$2,042.28
214	4" – 8" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	\$850.00	\$964.41
215	10" - 16" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	\$1,000.00	\$1,134.60
216	32" DIA USF 240 MANHOLE RING, FRAME & LID	EA	\$900.00	\$1,021.14
217	36" DIA USF 420 MANHOLE RING, FRAME & LID	EA	\$1,000.00	\$1,134.60
218	50" DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	\$1,800.00	\$2,042.28
219	JETTER, PUMPER OR VACUUM TRUCK	HR	\$225.00	\$255.29
220	SEWER VIDEO CCTV	HR	\$250.00	\$283.65
221	150 CFM COMPRESSOR & ACCESSORIES	DAY	\$75.00	\$85.10
222	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	\$2,500.00	\$2,836.50
223	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20-point header)	EA	\$100.00	\$113.46
224	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	\$500.00	\$567.30
225	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	\$50.00	\$56.73
226	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	\$500.00	\$567.30
227	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30-foot suction or 60-foot discharge)	DAY	\$20.00	\$22.69
228	DRIVEN METAL SHEET PILING (up to 10' depth)	LF	\$200.00	\$226.92
229	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	\$300.00	\$340.38
230	TRENCH SHORING BOX (min 4' x 12')	DAY	\$250.00	\$283.65

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
231	TRENCH SHORING BOX (min 6' x 12')	DAY	\$300.00	\$340.38
232	TRENCH SHORING BOX (min 8' x 12')	DAY	\$450.00	\$510.57
233	TWO MAN LANDSCAPE CLEARING CREW	HR	\$100.00	\$113.46
234	TWO MAN HAND EXCAVATION CREW	HR	\$160.00	\$181.54
235	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	\$320.00	\$363.07
236	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	\$65.00	\$73.75
237	DUMP TRUCK & DRIVER 15-18 CU YD	HR	\$120.00	\$136.15
238	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	\$450.00	\$510.57
239	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	\$300.00	\$340.38
240	SKID STEER LOADER & OPERATOR	HR	\$85.00	\$96.44
241	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	\$125.00	\$141.83
242	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	\$125.00	\$141.83
243	HYDRAULIC EXCAVATOR & OPERATOR (Cat 304 or equivalent)	HR	\$150.00	\$170.19
244	4" ON 6" OR 8" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$3,500.00	\$3,971.10
245	4" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$4,000.00	\$4,538.40
246	6" ON 8" OR 10" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$4,200.00	\$4,765.32
247	6" ON 12" OR 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$4,800.00	\$5,446.08
248	8" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$6,000.00	\$6,807.60
249	8" ON 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$7,800.00	\$8,849.88
251	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	\$500.00	\$567.30
252	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	\$500.00	\$567.30
253	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	\$500.00	\$567.30
254	4" OR 6" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	\$350.00	\$397.11
255	8' OR 10" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	\$800.00	\$907.68
256	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	\$1,000.00	\$1,134.60
257	4" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	\$6.00	\$6.81
258	6" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	\$1,200.00	\$1,361.52
259	6" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	\$8.00	\$9.08
260	12" STABILIZED SUBGRADE AND 10' LIMEROCK BASE REPAIR	SY	\$30.00	\$34.04
261	2" ASPHALT SURFACE COURSE REPAIR	SY	\$48.00	\$54.46
262	CONCRETE CURB	LF	\$50.00	\$56.73
263	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq. ft)	EA	\$800.00	\$907.68
264	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq. ft in excess of 200 sq. ft)	SF	\$5.00	\$5.67
265	BAHIA SOD	SY	\$5.00	\$5.67

Exhibit 1 - First Extension

Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price Bid	Updated Per Unit Price
266	ST AUGUSTINE OR BERMUDA SOD	SY	\$6.00	\$6.81
267	PRESSURE WASHING	SF	\$5.00	\$5.67
268	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	\$2,500.00	\$2,836.50
269	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	\$300.00	\$340.38
270	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	\$400.00	\$453.84
271	ADDITIONAL MANHOLE REMOVAL,14'-18' DEPTH	VF	\$1,500.00	\$1,701.90
272	DUPLEX VALVE VAULT REMOVAL	CF	\$300.00	\$340.38
273	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4" DIA (non-hazardous)	LF	\$10.00	\$11.35
274	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & 4.5" - 6" DIA (non-hazardous)	LF	\$10.00	\$11.35
275	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 6.5"-10" DIA (non-hazardous)	LF	\$12.00	\$13.62
276	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 10.5" -16" DIA (non-hazardous)	LF	\$15.00	\$17.02
A1-1	4" DIP Pipe, Epoxy lined Class 52, Flanged joint	LF	\$230.00	\$260.96
A1-2	6" DIP Pipe, Epoxy lined Class 52, Flanged joint	LF	\$260.00	\$295.00
A1-3	8" DIP Pipe, Epoxy Lined Class 52, Flanged joint	LF	\$260.00	\$295.00
A1-4	10" DIP Pipe, Epoxy lined Class 52, Flanged joint	LF	\$275.00	\$312.02
A1-5	4" Check Valve, Outside weight, Flanged joint	EA	\$2,400.00	\$2,723.04
A1-6	6" Check Valve, Outside weight, Flanged joint	EA	\$3,200.00	\$3,630.72
A1-7	8" Check Valve, Outside weight, Flanged joint	EA	\$4,200.00	\$4,765.32
A1-8	10" Check Valve, Outside weight, Flanged joint	EA	\$6,800.00	\$7,715.28
A1-9	4" DIP Fittings, Epoxy lined Class 52, Flanged Joint	EA	\$600.00	\$680.76
A1-10	6" DIP Fittings, Epoxy lined Class 52, Flanged Joint	EA	\$700.00	\$794.22
A1-11	8" DIP Fittings, Epoxy lined Class 52, Flanged Joint	EA	\$1,000.00	\$1,134.60
A1-12	10" DIP Fittings, Epoxy lined Class 52, Flanged Joint	EA	\$1,400.00	\$1,588.44
A1-13	4" Plug Valve, Hand Wheel, Flanged Joint	EA	\$1,200.00	\$1,361.52
A1-14	6" Plug Valve, Hand Wheel, Flanged Joint	EA	\$1,450.00	\$1,645.17
A1-15	8" Plug Valve, Hand Wheel, Flanged Joint	EA	\$1,750.00	\$1,985.55
A1-16	10" Plug Valve, Hand Wheel, Flanged Joint	EA	\$2,500.00	\$2,836.50
A1-17	Install Meter Can & Disconnect	EA	\$6,400.00	\$7,261.44

**INDIAN RIVER COUNTY
OFFICE OF MANAGEMENT AND BUDGET
PURCHASING DIVISION**

DATE: May 9, 2022

TO: BOARD OF COUNTY COMMISSIONERS

THROUGH: Jason E. Brown, County Administrator
Kristin Daniels, Budget Director

FROM: Jennifer Hyde, Purchasing Manager

SUBJECT: First Extension and Second Amendment to Agreement for Annual Lift Station Rehabilitation (Bid 2019047)

BACKGROUND:

The Board of County Commissioners awarded bid 2019047 to Hinterland Group, Inc., on June 4, 2019, for as needed rehabilitation of lift stations and other appurtenances at wastewater facilities. On September 17, 2019, the first amendment to the agreement was approved, appending the items of work.

DISCUSSION:

The initial term of the agreement will end on June 2, 2022. Staff would like to extend the agreement for the available two-year period, and the contractor is willing to do so, pending approval of an increase to unit pricing, in accordance with the CPI Index.

The agreement also requires amendment to incorporate changes to Florida Statute, as well as federal contract terms that would be required in the event the agreement is utilized following a disaster, or other federally-funded grant work.

The calculations showing the change in the Consumer Price Index for All Urban Consumers (CPI-U), South Area are shown below.

CPI Index at time of Bid (March 2019)	Current CPI Index (March 2022)	Change (100% multiplier)	Prior total item award	Updated total item price
245.554	278.598	13.46%	\$453,351.00	\$514,372.04

SOURCE OF FUNDS:

The amendment increases the total award amount to Hinterland Group, Inc. from \$453,351.00 to \$514,372.04. The second lowest responsive bid submitted on April 30, 2019, was \$521,719, and did not include the 17 additional items added to the agreement in September of 2019. The award

CONSENT

amount is the total cost of each item contemplated in the agreement, and does not reflect total anticipated annual expenditure.

The department estimates \$500,000 total cost per fiscal year on lift station rehabilitation work. Funds are available in the Utilities/Wastewater Collection/Lift Station Rehabilitation account (47126836-044699-19512) in the Utilities operating fund. Operating funds and are generated from water and sewer revenues.

Account Name	Account Number	Current Amount Available
Utilities/Wastewater Collection/Lift Station Rehabs	47126836-044699-19512	\$209,748

RECOMMENDATION:

Staff recommends the Board approve the first extension and second amendment to the agreement, and authorize the Chairman to execute it after the County Attorney has approved it as to form and legal sufficiency.

ATTACHMENTS:

First Extension and Second Amendment to Continuing Contract Agreement for Lift Station Rehabilitation Services



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Utilities

ITEM #4: Approve Solar Chloride (Solar Salt) Purchase Agreement Renewal - Cooperative Purchasing (Piggyback) - Utilities Department (FY 2022 Budget Funded) Morton Salt, Inc.

SUMMARY: The Public Service Department purchases solar chloride (solar salt). A critical chemical component in the water treatment process for the Village's MIEX water treatment process and assists in the pre-treatment of water by removing organic contaminants, thus enabling the Village to provide higher quality water for our customers. Currently, the Village utilizes Morton Salt to assist with these products. The existing cooperative purchasing contract expired on May 30, 2022, and was renewed by the City of Boca Raton for its first of three (1) year renewals on May 31, 2022.

To ensure the lowest possible price, the staff recommends that the Village renew the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract. The contract was awarded to Morton Salt, Inc. by the City of Boca Raton, the Lead Agency for the Co-op, and was completed through a competitive selection process - Solar Salt (Bulk), Delivery & Supply (Bid No. 2021-024 - May 31, 2021).

The City of Boca Raton renewed the agreement on March 2, 2023, for one (1) additional year.

The proposed price provided is as follows:

- Solar Salt \$169.62/Ton

The cooperative purchasing contract renewal utilized the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to unite member cities and combine their purchasing needs/power within the Co-Op to receive the best (lowest) price possible. Approximately fifty-six (56) government entities, including the Village of Palm Springs, participate in the Southeast Florida Governmental Purchasing Cooperative.

If approved, the Village would accept Morton Salt's pricing by utilizing the Southeast Florida Governmental Purchasing Cooperative's (Co-Op) contract, including all terms, conditions, and pricing. The agreement would expire on May 30, 2024, with an option to renew for one (1) additional one (1) year period. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-8. Cooperative Purchasing; provides the Village may participate, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include but is not limited to, joint or multi-party contracts between

government entities. Purchases made through a cooperative purchasing agreement are exempt from competitive selection purchase requirements outlined in this purchasing code. The Council must approve all village purchases from a cooperative purchasing agreement that may have a total value of more than \$35,000.00.

The Village Attorney prepared the renewal agreement, and the Utilities Director, Assistant Utilities Director, and Finance Director reviewed it. The renewal of the agreement would be retroactive and effective as of May 31, 2023.

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

FISCAL IMPACT:

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

<u>Allocated/Estimated Purchase Funding:</u>	<u>Amount</u>
FY 2023 Approved Budget - Water & Sewer Enterprise Fund	\$875,000

<u>Expected Purchase Costs:</u>	<u>Amount</u>
FY 2023 Expected Purchase Costs - Water & Sewer Enterprise Fund	\$145,000

ATTACHMENTS:

1. City of Boca Raton - Executed Contract
2. City of Boca Raton - 2nd Renewal & Price Change
3. Village of Palm Springs & Morton Salt 2nd Amendment Agreement for Solar Salt



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 2021-024

Description/Title: Solar Salt (Bulk) Supply & Delivery

Initial Contract Term: Start Date: 5/31/2021 End Date: 5/30/2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 5/31/2022 End Date: 5/30/2023

Renewal No. 2 Start Date: 5/31/2023 End Date: 5/30/2024

Renewal No. 3 Start Date: 5/31/2024 End Date: 5/30/2025

Renewal No. Start Date: End Date:

Extension / Renewal Note: Initial one (1) year, automatically renewed thereafter for three, one-year renewal periods. Price adj. considered only when requested min. 90 days prior to renewal date.

SECTION #1 VENDOR AWARD

Vendor Name: Morton Salt, Inc.

Vendor Address: 444 West Lake Street, Suite 3000, Chicago, IL 60606

Contact: Brian Jakosz

Phone: 630.861.2694 Fax:

Cell/Pager: Email Address: bjakosz@mortonsalt.com

Website: FEIN: 27-3146174

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Resolution/Agenda Item No.:

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: City of Boca Raton

Agency Address: 201 West Palmetto Park Road, Boca Raton, FL 33432

Agency Contact: Neil Phillips Email nphillips@myboca.us

Telephone: 561.393.7876 Fax:

City of Boca Raton

Tabulation for: 2021-024 Solar Salt (Bulk) Supply & Delivery

Opening Date: May 3, 2021 @ 3:00 PM

Tabulation is an indication of prices only and not a determination of the responsive, responsible bidders

 denotes vendor calculation error

			Morton Salt, Inc.		
ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extened Price (F + P x E)
1	City of Boca Raton, WWTP	1,200	\$44.48	\$93.01	\$164,988.00
		tons			
2	Town of Davie WTP	600	\$44.48	\$93.01	\$82,494.00
		tons			
3	City of Lantana, WTP	1,200	\$44.48	\$93.01	\$164,988.00
		tons			
4	City of Margate WTP, WWTP	750	\$44.48	\$93.01	\$103,117.50
		tons			
5	City of Pembroke Pines	800	\$44.48	\$93.01	\$109,992.00
		tons			
6	City of Tamarac, WTP	600	\$44.48	\$93.01	\$82,494.00
		tons			
7	Village of Palm Springs	1,200	\$44.48	\$93.01	\$164,988.00
		tons			
Grand Total (Sum of Extended Prices for Lines 1 - 7)			\$873,061.50		
Specify Mfg. /Name of Product being bid:			Name of Product Morton Bulk Solar		
Bulk load Truck Delivery is:			24 tons		

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: May 25, 2021

Subject: Solar Salt (Bulk) Supply & Delivery

Bid Number: 2021-024

Department: Utility Services

Procurement Method: Sealed Bid

Bid Opening Date: May 3, 2021
186 Notices Issued
1 No-Bid
1 Response

Award to: Responsive Responsible Bidder, Morton Salt, Inc., Chicago, IL

Contract Period: This is the first year of the contract award period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of three (3) one year renewals.

Scope: This procurement provides for solar salt used in the wastewater treatment facility for the onsite production of sodium hypochlorite. Sodium hypochlorite is a disinfectant. This bid is for the Southeast Florida Governmental Purchasing Cooperative with the City of Boca Raton acting as the lead agency.

Budget: Purchases are estimated in the amount of \$165,000 for each annual term.

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

Name of Bidder	Price per Ton
Morton Salt, Inc	\$137.49

Approvals:

Buyer/Sr. Buyer/Asst. P.M.: Neil Phillips Digitally signed by Neil Phillips
Date: 2021.05.11 13:06:20 -04'00'

Purchasing Manager: Lynn Kunkel Digitally signed by Lynn Kunkel
Date: 2021.05.11 13:43:27 -04'00'

Financial Services Director: Linda C. Davidson Digitally signed by Linda C.
Davidson
Date: 2021.05.12 12:58:36 -04'00'

OMB Director: Sharon McGuire Digitally signed by Sharon McGuire
Date: 2021.05.12 13:09:27 -04'00'

Deputy City Manager: Michael Woika Digitally signed by Michael
Woika
Date: 2021.05.12 14:44:42 -04'00'



CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

May 26, 2021

Lisa Petramala, Inside Sales Manager
Morton Salt, Inc.
444 West Lake Street
Suite 3000
Chicago, IL 60606

Subject: Notification of Award of Bid No. 2021-024
Solar Salt (Bulk) Supply & Delivery

Dear Lisa Petramala:

You are hereby notified that "Morton Salt, Inc" is awarded the above subject bid.

The initial contract period will be from 5/31/2021 through 5/30/2022 and will automatically renew thereafter for three, one-year renewal periods as per Special Conditions Part V; Item No. 5.01 "Contract Period and Renewal".

Services from the City of Boca Raton will be placed throughout the contract period on an as needed basis via a purchase order. All terms, conditions, pricing and specifications for the above subject bid shall apply.

Throughout the contract, your firm is required to maintain insurance coverage in accordance with Special Condition Part IV. Valid insurance is currently on file in the City's Purchasing Division.

If you should have any questions, please do not hesitate to contact me by email at nphillipa@myboca.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips", is written over a horizontal line.

Neil Phillips
Buyer

c: 2021-024 file

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

*Name of Bidder: Morton Salt, Inc.

(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: ☒ Corporation ☐ Limited Liability Corporation
☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:Street Address: 444 West Lake Street, Suite 3000

(P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606**Mailing Address:** ☒ check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 844-410-0513Business Fax No.: 312-896-9208**Authorized Signer:**

Name of Authorized Signer:

Guy Bigler

Title of Authorized Signer:

Director of General Manufacturing

President or other Authorized Officer/Member/Manager

Email for Authorized Signer:

gbigler@mortonsalt.com**Authorized Written Signature:**STATE OF: IllinoisCOUNTY OF Cook

The foregoing instrument was acknowledged before me by means of physical presence or X online notarization
 this 30th day of April, 2021, by Guy Bigler, who is personally known to me
 (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: Meredith KerrNOTARY NAME: Meredith KerrCommission Number: 885209 My Commission Expires: 11/9/2022

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extended Price (F + P x E)
1	City of Boca Raton, WWTP	1,200 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 164,988.00
2	Town of Davie WTP	600 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 82,494.00
3	City of Lantana, WTP	1200 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 164,988.00
4	City of Margate WTP, WWTP	750 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 103,117.50
5	City of Pembroke Pines	800 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 109,992.00
6	City of Tamarac, WTP	600 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 82,494.00
7	Village of Palm Springs	1200 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 164,988.00

Grand Total (Sum of Extended Prices for Lines 1 - 7)	\$ 873,061.50
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Specify Mfg. /Name of Product being bid: Morton Bulk Solar Bulk load Truck Delivery is: 24 tons
Industrial Crude Salt

Name of Bidder: Morton Salt, Inc.

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

1. Qualification of Bidder's information included? Yes X No
2. Questionnaire of Bidder's information included? Yes X No
3. Copy of Bidder's valid Business Tax Receipt submitted? Yes X No
4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes X No
5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes X No
6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes X No
7. Appropriate bid pages signed? Yes X No
8. Bidder's certification form signed, notarized and submitted? Yes X No
9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes X No
10. Addendum (if any issued) submitted? Yes X No
11. Proof that firm name is registered with their State of origin? Yes X No
12. Proof of ability to obtain insurance submitted? Yes X No
13. Drug Free Workplace Form submitted? Yes X No
14. Name of individual submitting Bid: Lisa Petramala, Inside Sales Manager
Email address: lpetramala@mortonsalt.com Ph: 312-807-2887
15. Contact person for Insurance Certificate: Marcia Paulsen
Phone: 312-807-2571 Email: mpaulsen@mortonsalt.com

Name of Bidder: Morton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

Public Entity Name: <u>City of St. Cloud</u>
Address: <u>3201 Kissimmee Park Road</u>
City, State, Zip: <u>St. Cloud, FL 34772</u>
Contact Name: <u>Leslie Flores</u> Title: <u>Purchasing</u>
Phone: <u>(407) 957-7318</u> Fax: _____ Email: <u>lflores@stcloud.org</u>
Date of Service or Contract Period: <u>2/1/2021-12/32/2021</u>
Mfg. and Name of Product Supplied <u>Bulk Solar Industrial Crude Salt</u>

Estimated Annual Quantity Supplied: <u>1,750 tons</u>

REFERENCE #2

Public Entity Name: <u>Palm Beach County FL</u>
Address: <u>2956 Pinehurst Drive</u>
City, State, Zip: <u>Lake Worth, FL 33467</u>
Contact Name: <u>Colleen Cardill</u> Title: <u>Senior Buyer</u>
Phone: <u>561-616-6839</u> Fax: _____ Email: <u>ccardill@pbcgov.org</u>
Date of Service or Contract Period: <u>9/11/2020-9/10/2021</u>
Mfg. and Name of Product Supplied: <u>Bulk Solar Industrial Crude Salt</u>

Estimated Annual Quantity Supplied: <u>8,100 tons</u>

Continued on next page...

Name of Bidder: Moeton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

Public Entity Name: <u>Town Of Davie</u>
Address: <u>3500 NW 76th Ave.</u>
City, State, Zip: <u>Davie, FL 33314</u>
Contact Name: <u>Stanley Ebanks</u> Title: <u>Water Plant Operator</u>
Phone: <u>(954) 822-3991</u> Fax: _____ Email: <u>stanleyebanks@davie-fl.gov</u>
Date of Service or Contract Period: <u>6/1/2020-5/30/2021</u>
Mfg. and Name of Product Supplied: <u>Bulk Solar Industrial Crude Salt</u>

Estimated Annual Quantity Supplied:
<u>450 tons</u>

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. 11*

Proof submitted as attachment: Yes ☒ No ☐

*Morton Salt, Inc. has been incorporated in Delaware for 11 years. It has been in business for +173 years.

Name of Bidder: Morton Salt, Inc.

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

Morton Salt Canaveral Plant(2023) Address: 450 Cargo Road Cape Canaveral, FL 32920

Water Conditioning Building - 40,500 ft²;

Food Grade Building (all floors) - 57,603 ft²

Food Grade & PMI Warehouse - 29,000 ft²

2. Details of shipping method to be used MS PNEUMATIC TRUCK

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: 8am to 4:30pm CST

A. Contact Information for order placement/delivery inquiries:

Name (s) Brian Jakosz

Phone / Email address: Phone: 630.861.2694 email: bjakosz@mortonsalt.com

B. Contact Information for billing questions:

Name (s) Jose Azacon

Phone / Email address: Phone: +1 312 8072549 Email: jose.Azacon@ks-chile.com

C. Contact Information for Insurance questions:

Name (s) Marcia Paulsen

Phone / Email address: Phone: 312.807.2571 Email:MPaulsen@MortonSalt.com

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or ☐ submit as an attachment.

• Incoming Crude:

Prior to start of offload: 1 sample from each hold tested for purity, size, moisture, bulk density, turbidity and foreign material

Every 4 hours of offload: Foreign material filter pad and moisture

o Incoming crude vessel received approximately every 10-14 days

• Crude Stockpile: 1/week: purity, insoluble material, size, moisture, bulk density, turbidity

Quality Control program is in place at Canaveral plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

Lorraine Gracia Diaz, Kristie Womble, Alex Acevedo Ph: +1(321)392-3343, +1(321)392-3531

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: Lisa Petramala

Email: LPETRAMALA@MORTONSALT.COM Telephone Number: 312-807-2887

Name of Bidder: Morton Salt, Inc.

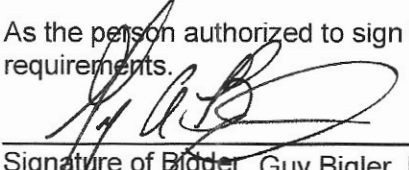
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

Morton Salt, Inc. does:
(Name of Business)

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

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


Signature of Bidder, Guy Bigler, Director of General Manufacturing

4/30/21
Date

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

*Name of Bidder: Morton Salt, Inc.
(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: ☒ Corporation ☐ Limited Liability Corporation
☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:

Street Address : 444 West Lake Street, Suite 3000
(P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606

Mailing Address: ☒ check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 844-410-0513

Business Fax No.: 312-896-9208

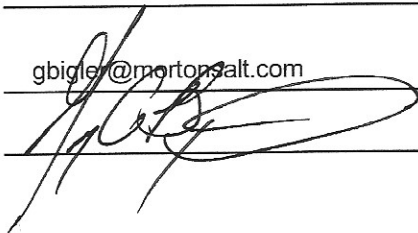
Authorized Signer:

Name of Authorized Signer: Guy Bigler

Title of Authorized Signer: Director of General Manufacturing
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: gbigler@mortonsalt.com

Authorized Written Signature:



STATE OF: Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of physical presence or X online notarization
this 30th day of April, 2021, by Guy Bigler, who is personally known to me
(or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: Meredith Kerr



NOTARY NAME: Meredith Kerr

Commission Number: 885209 My Commission Expires: 11/09/2022

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MORTON SALT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF FEBRUARY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MORTON SALT, INC." WAS INCORPORATED ON THE THIRTIETH DAY OF JULY, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

4843561 8300

SR# 20210316793

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202431973

Date: 02-03-21

MORTON SALT, INC.

Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

• Common Salt without Additives

Synonyms

- All Purpose Natural Sea Salt
- All Purpose Purex Salt
- Bulk Culinox 999 NC
- Bulk Extra Coarse Solar Salt Undried NC
- Bulk KD Industrial Salt NC
- Bulk Purex Salt NC
- Bulk Rock Salt NOC 17F NC
- Bulk Rock WC Extra Coarse Southern NC
- Bulk Rock White Crystal Coarse Southern NC
- Bulk Solar Coarse Salt Undried NC
- Bulk Solar Industrial Crude Salt NC
- Bulk Solar Salt
- Bulk Solar WC Extra Coarse Salt NC
- Bulk Solar White Crystal Coarse Salt NC
- Bulk Solar White Crystal Medium Salt NC
- Bunny Spool (Plain Salt)
- California Pure Coarse Sea Salt
- California Pure Fine Sea Salt
- California Pure Medium Sea Salt
- Canning & Pickling Salt
- Coarse Sea Salt (F114100000x)
- Commercial Grade, Water Softening Pellets
- Culinox 999 Chemical Grade Salt
- Culinox 999 Fine Salt
- Culinox 999 Food Grade Salt;
- Evaporated Granulated Salt
- Evaporated Salt Pellets
- Extra Coarse Sea Salt
- Extra Fine 50 Sea Salt
- Extra Fine 70 Sea Salt
- Feed Mixing Salt
- Fine Mixing Salt
- Fine Solar Salt (w/o YPS)
- Hi-Purity Super Soft Salt Extra Coarse Crystals
- H.G. Blending Salt
- Hay & Stock Salt, F&R
- Industrial Crude Solar Salt
- ISCO Crystals, Bulk
- ISCO Medium, Bulk
- ISCO Water Conditioning, Bulk
- KD Crude Solar Salt
- KD Industrial Salt
- Kleer Fine Salt
- Kleer Granulated Salt
- Medium Sea Salt
- Mill Run Salt
- Natural Coarse Sea Salt
- Northern Fine +20 Rock Salt Plain Salt Block
- Northern Rock, F & R
- Plain Salt Brick
- Pool Salt
- Premium Salt Pellets
- Professional's Choice Pool Salt
- Pure and Natural Water Softener Crystals
- PureSun Culinary Crystals
- PureSun Culinary Crystals Coarse
- Purex Salt
- Purex Select Salt
- Reagent Grade Sodium Chloride
- Refined Sea Salt
- Rock Pretzel Salt
- Rock Salt for Making Ice Cream
- Safe-T-Salt (bagged w/o YPS)
- Screened Bulk Solar Undried Salt
- Screened Bulk Solar Undried Salt NC
- Sea Salt, 50 lb. (F113100000x)
- Sea Salt, Tote (F113500000x)
- Sea Salt Grinder
- Sea Salt Grinder Refill
- Select Extra Coarse Rock Salt
- Select Sea Salt
- Service Pack Salt (all)
- Ship n' Shore Rock Salt
- Solar Salt Water Softening Crystals
- Stock Salt
- USP Sodium Chloride
- Valu-Soft Solar Salt
- Water Softening Salt (Undried) Coarse
- Water Softening Salt (Undried) Extra Coarse
- White Crystal Brine Block (50 lb.)
- White Crystal Rock Salt (all)
- White Crystal Solar Salt (all)
- White Crystal Water Softening Solar Salt (all)
- White Pretzel Salt (all)

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock
– see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone • 312-807-2000
(General)

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Classification criteria not met

DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012

Hazard • No label element(s) specifically required statements

2.3 Other hazards

OSHA HCS 2012 • This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

2.2 Label elements

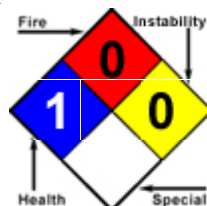
WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

2.4 Other information

NFPA



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

Non-Hazardous Components					
Chemical Name	Identifiers	%(weight)	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	> 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

- Inhalation** • Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin** • IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye** • In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion** • If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician** • All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media** • Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media** • No data available.

5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards** • No unusual fire or explosion hazards known.
- Hazardous Combustion Products** • No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions** • Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures** • Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

- Containment/Clean-up Measures** • Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents.

Incompatible Materials or Ignition • Strong oxidizing agents, strong acids.

Sources

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines • No applicable exposure limits available for product or components.

8.2 Exposure controls

Engineering Measures/Controls • Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms



Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless to white crystalline or compressed block/pellet.
Color	Colorless to White.	Odor	Odorless

Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 to 1461 C(2575.4 to 2661.8 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	7 Approximately
Specific Gravity/Relative Density	2.165 Water=1	Bulk Density	Variable
Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)	Viscosity	Not relevant
Explosive Properties	Not relevant.	Oxidizing Properties:	Not relevant.
Volatility			
Vapor Pressure	Not relevant	Vapor Density	Not relevant
Evaporation Rate	Not relevant		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable.		
Environmental			
Octanol/Water Partition coefficient	Not relevant		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Component Name	CAS	Data
Sodium chloride (> 99%)	7647-14-5	Acute Toxicity: orl-rat LD50:3000 mg/kg
GHS Properties	Classification	
Acute toxicity	EU/CLP •Classification criteria not met OSHA HCS 2012 •Classification criteria not met	

Aspiration Hazard	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Carcinogenicity	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Germ Cell Mutagenicity	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Skin corrosion/Irritation	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Skin sensitization	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-RE	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-SE	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Toxicity for Reproduction	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Respiratory sensitization	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Serious eye damage/Irritation	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

- No data available.

Ingestion

Acute (Immediate)

- Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

- Product waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
- Packaging waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user

- None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

- Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications

- None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No

Inventory

Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Inventory (Con't.)						
Component	CAS	Japan ENCS		Korea KECL		TSCA
Sodium chloride	7647-14-5	Yes		Yes		Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

- Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

Canada - CEPA - Priority Substances List

- Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

- Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

- U.S. - California - Proposition 65 - Carcinogens List**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Developmental Toxicity**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Female**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Male**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

- U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

- U.S. - Rhode Island - Hazardous Substance List**
- Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

- | | |
|--|--|
| Last Revision Date | • 07/June 2019 |
| Preparation Date | • 07/June 2019 |
| Disclaimer/Statement of Liability | • The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations. |

Key to abbreviations

NDA = No data available

Revision History

Monday, June 15, 2015

Add "Hi-Purity Super Soft Salt Extra Coarse Crystals" F154040000G and
KD Industrial Salt F137300000Z

Tuesday, August 25, 2015

Add -Premium Salt Pellets F115040006G
Add – PureSun Culinary Crystals

Tuesday, November 17, 2015

Add	F154160000Z Bulk ISCO Medium	ISCO Medium, Bulk
	F154150000Z Bulk ISCO Crystals	ISCO Crystals, Bulk
	F154220000Z Bulk ISCO Water Conditioning	ISCO Water Conditioning, Bulk

Thursday, August 04, 2016

Add PureSun TFC Culinary Crystals
PureSun Culinary Crystals – Coarse

Thursday, October 6, 2016

Port Canaveral Product List
Coarse Sea Salt
Extra Coarse Sea Salt
Extra Fine 50 Sea Salt
Extra Fine 70 Sea Salt
Medium Sea Salt
PureSun Culinary Crystals
Sea Salt
Select Sea Salt

Also Pure and Natural Water Softener Crystals

October 11, 2017

Add
Bulk Culinox 999 NC
Bulk Extra Coarse Solar Salt Undried NC
Bulk KD Industrial Salt NC
Bulk Purex Salt NC
Bulk Rock Salt NOC 17F NC
Bulk Rock WC Extra Coarse Southern NC
Bulk Rock White Crystal Coarse Southern NC
Bulk Solar Coarse Salt Undried NC
Bulk Solar Industrial Crude Salt NC
Bulk Solar WC Extra Coarse Salt NC
Bulk Solar White Crystal Coarse Salt NC
Bulk Solar White Crystal Medium Salt NC
Screened Bulk Solar Undried Salt NC

Monday, December 4, 2017

Add Fine Solar Salt

Monday, May 7, 2018

Add Bulk Solar Salt

Wednesday, November 7, 2018

Delete PureSun TFC Culinary Crystals

Tuesday, December 4, 2018
Add White Pretzel Salt

Friday, June 7, 2019
Add Screened Bulk Solar Undried Salt



MORTON SALT PRODUCT DATA SHEET

Morton® Bulk Solar Industrial Crude Salt

Description

- This salt is made from crude solar salt either imported from the Bahamas, Brazil, Mexico or produced domestically.
- The salt is produced from brine impounded in open shallow ponds where the brine is concentrated and ultimately crystallized through slow evaporation by solar heat and wind.
- Fractional crystallization and washing voids much of the inorganic salt impurities present in the brine.
- There are no additives.
- Solar salt tends to crystallize in pyramidal aggregates which break up in harvesting and handling into irregular, somewhat rectangular particles. Appearance is crystalline to white with some incidence of a gray to tan shading.
- Meets AWWA Standard B200 for Sodium Chloride.
- This product is certified to NSF/ANSI/CAN 60.

Notice

- This product is not suitable for direct incorporation into food since it is not manufactured in compliance with 21 CFR 117 - Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food.

Chemical Properties

Analyte	u/m	Range	Note
Sodium Chloride	%	≥ 99.3	1
Calcium Sulfate	%	≤ 0.30	
Calcium & Magnesium as Calcium	PPM	$\leq 1,500$	
Other Salts	%	≤ 0.56	2
Water Insolubles	%	≤ 0.14	
Moisture (Surface)	%	≤ 4.30	

- Note 1. By difference of impurities, moisture-free basis (ASTM Methods).
- Note 2. One or more of the following salts -- calcium chloride, magnesium sulfate, magnesium chloride and sodium sulfate.

Physical Properties

- Range loose (pour) bulk density (g/ml): 0.95 - 1.40
- Range loose (pour) bulk density (lbs/cu.ft.): 59 - 87



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/31/2020

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: HDI Global Insurance Company	NAIC # 41343
	INSURER B: Zurich American Insurance Company	16535
	INSURER C: American Zurich Insurance Company	40142
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W19654871**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	GLD11429-11	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		BAP 6221209 07	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	☐ EXCESS LIAB					AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N No	WC 6221212 07	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation & Employers Liability - Retro Per Statute		WC 6221213 07	01/01/2021	01/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease-EA EMPL \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Boca Raton is named as Additional Insured with respect to General Liability.

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: EWS 6221214 07 EFF DATE: 01/01/2021 EXP DATE: 01/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. Each Accident	\$1,000,000
& Employers Liability - OH	E.L. Disease-EA EMPL	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received **prior** to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.**

The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be Bidder's.

- 1.06 NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

BID – a price and terms quote received in response to an ITB.

BIDDER/SUPPLIER – Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS – Monday through Sunday, including National Holidays

CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

DAYS – Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL – Denotes the imperative.

SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:**3.01 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.**3.02 AWARD AND REJECTION OF BIDS:**

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extend required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.
- Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.
- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

PART IV INSURANCE

- 4.01 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

- 4.02 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.
- 5.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.
- Deliveries shall be made in accordance with City of Boca Raton security procedures.
- 5.03 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.05 CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.
- 5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.08 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded Bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

- 5.24 NON-DISCRIMINATION:** The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES:** Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.
- 5.26 ADDITIONAL DISCOUNTS:** Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.
- 5.27 PUBLIC RECORDS:**
- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:
- 1) Keep and maintain all public records related to the performance of the services.
 - 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
 - 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
 - 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS**PART I INSTRUCTION TO BIDDERS:****1.01 INSTRUCTIONS TO BIDDERS**

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2021-024.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on May 3, 2021.**

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

- B. Delivery of the Bid response as a sealed paper Bid response.
The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-024, Cartridge Filters for Potable Water".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

Please note: The City may have special procedures for COVID-19 that person delivering the Bid will be required to follow (i.e. masks must be worn for entrance to City Hall)

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their bid document for review by the City.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected.** As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Neil Phillips, Buyer, Purchasing Division, by email at nphillips@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret, or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the Bid closing date.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to nphillips@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 **DEFINITIONS / ACRONYMS**

- NIGP: National Institute of Governmental Purchasing
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Lead Agency: City of Boca Raton
- ANSI: American National Standards Institute
- MFG: Manufacturer
- NSF: National Science Foundation
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.

- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful Bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- A. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.
- B. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful Bidder shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@myboca.us, 561-338-7332.

3.09 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

PART IV INSURANCE:

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document.)

4.02 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.03 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.04 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

Morton Salt, Inc _____ does not own any vehicles.

"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

Morton Salt, Inc _____ agrees to purchase "Any Auto" or

"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

Gdy Bigler, Director of General Manufacturing

4.05 **SUBCONTRACTOR'S INSURANCE**

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.06 **SUPPLEMENTAL PROVISIONS**

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **CONTRACT PERIOD AND RENEWAL**

The initial contract period shall be for one (1) year **automatically** renewed thereafter for three, one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bona fide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

5.02 CONTRACT ALTERATIONS

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.09 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be closely monitored by City staff. The awarded Bidder will be evaluated by use of the City of Boca Raton Performance Report. A sample Vendor Performance

Report may be obtained upon request of the Purchasing Division. If the vendor(s) performance fails to meet the standards specified within the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

5.11 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-024, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

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TECHNICAL SPECIFICATIONS:**1.01 SCOPE**

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

- a) The Sodium Chloride (NaCl) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.
- b) Product shall be homogenous and in a crystalline granular form.
- c) Product shall be white in color.
- d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.
- e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

Item	Description	Percentage
1	Dry Basis	96.3-98%
2	Wet Basis	93.3% min.
3	Calcium Sulfate	0.30% max
4	Magnesium chloride	0.06% max
5	Calcium Chloride	0.10 % max
6	Magnesium Sulfate	0.02% max
7	Insolubles:	0.01% max
8	Moisture(as H ₂ O)	3.0% max
9	Lead	.0007% max
10	Copper	.0003% max
11	Iron(as Fe)	.002% max
12	Total Impurities(soluble and insoluble)	2.0% max

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

- a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

- b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@myboca.us.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A**Co-Op Agencies Estimated Annual Usage Schedule**

Agency	Contact	Annual Usage	Fittings	Tank
City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431	Ed Catalano 561-338-7332 ecatalano@myboca.us	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting.	WWTP has two FRP tanks at 59 tons each
Town of Davie Water Plant System V 7351 SW 30 th Street Davie, FL 33314	Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov	450 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	60 ton silo
Town of Davie Water Plant System III 3500 NW 76 th Ave. Hollywood, FL 33024	Stanley Ebanks 954-327-3775 Stanley_ebanks@davie-fl.gov	150 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	32 ton silo
Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462	Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has 34 ton tank
City of Margate Water Treatment Plant 980 NW 66 th Ave Margate, FL 33063	Richard M. Uber 954-999-7298 or 954-972-0828 ruber@margatefl.com	500 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has one tank @ 60 tons manufactured by Brine Maker.
City of Margate Wastewater Treatment Plant 6630 NW 9 th St Margate, FL 33063	Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com	250 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WWTP has one tank @ 60 tons capacity manufactured by Brine Maker.
City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024	Michael Cepeda 754-260-4505 michael.cepeda@jacobs.com	800 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	8650 gallon tank

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Appendix A
Continued...

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
City of Tamarac Water Treatment Plant 7803 NW 61 st Street Tamarac, FL 33321	Jason Bentley or Nishaad Preetam 954-597-3787, 954-597-3776 Jason.Bentley@tamarac.org, Nishaad.Preetam@tamarac.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc
Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank
Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank

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STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____

CITY OF BOCA RATON

PURCHASING DIVISION VIRTUAL PUBLIC MEETING PROCEDURES

**VENDOR SUBMISSION REVIEW
UTILIZING COMMUNICATIONS MEDIA TECHNOLOGY (CMT)
DURING DECLARED EMERGENCIES**

1. Intent.

The intent of these emergency Purchasing Division Virtual Public Meeting procedures (“Procedures”) is to ensure that, during a declared Federal, State, County, or Municipal emergency (“Declared Emergencies”) the Purchasing Division still has meetings, when necessary, to conduct official business in accordance with Florida Statutes and/or to meet requirements of the Procurement Code of the City of Boca Raton. It is the intent of the City to provide an equitable and efficient method to provide public access to all matters that are to be addressed through public meetings (“Proceedings”).

2. Applicability.

These Procedures shall be utilized only during Declared Emergencies.

3. Definitions.

The following words, terms and phrases, when used in these emergency procedures, and notwithstanding any other definitions in the City Code, shall have the meanings ascribed to them in this section.

Attendees. shall mean members of the general public who wish to view Proceedings via Communications Media Technology.

Notice. Notice requirements as contained in Florida Statutes and the City Code of ordinances shall apply to the Virtual Public Meeting. Any notice of a meeting, and any agenda for such meeting, to be conducted as a Virtual Public Meeting, shall include a reference to the Virtual Public Meeting Procedures for information on the method to view the Virtual Public Meeting.

Official file. All written communication received by Staff (from any source) concerning any matter on a Virtual Public Meeting Agenda shall be filed in the record of the Meeting, which shall be maintained by Staff.

Virtual Public Meeting Procedures and Technical Information for CMT Meetings. The technical information for CMT Meetings (utilizing the Go To Meeting platform) as detailed below, and a copy of these Virtual Public Meeting Procedures shall be posted on the City website.

4. General Procedures.

- (a) Virtual Public Meeting (or Meeting). The Virtual Public Meeting shall be held through the use of Communication Media Technology (electronic transmission of printed material, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available, as provided in Section 120.54(5)(b)(2), Florida Statutes), which is accessible to all Attendees to the extent technologically practicable.

- (b) Attendance. The Purchasing Division will make its best efforts to take attendance at all meetings or events held pursuant to these Procedures, to the extent technologically practicable through the CMT.
- (c) In the event the City's CMT malfunctions during the Virtual Public Meeting, the Purchasing Division shall use its best efforts to address the malfunction and, if the meeting is continued to a specific date and time, or rescheduled, to provide notice as to the date and time of the continuation of the Virtual Public Meeting. Malfunction of an individual's CMT equipment, including, but not limited to computer and/or telephone, shall not require continuation of the Virtual Public Meeting, provided the Purchasing Division Communication Media Technology Equipment continues to function.

5. Technical Information for CMT Meetings.

The notice of virtual public meeting will provide that instructions, as detailed below for accessing the meeting using communications media technology and will be available on the City's website.

- (a) Public Bid Openings – Attendees may view and/or listen to the opening of the bids but may not participate or provide comments/questions.
- (b) Pre-Bid Meetings – Attendees will be provided the opportunity to participate in the meeting. The Presenter will identify at the start of the meeting the breaks that will be made for questions. Attendees may also use the Ask function through the chat feature, to ask a question that will be read by the Presenter.

6. Technical Information for Communication Media Technology.

- Mute: Attendees will be automatically placed in Listen Only (mute) mode during the meeting. The meeting organizer (Staff) will control mute/unmute.
- Live Video: Attendees will have their video capabilities automatically placed on off mode.
- Attendance: In order to keep a log with attendance, we are asking everyone to type your name and the name of the supplier/contractor you represent under the chat feature.
- First Time Using Go To Meeting: Get the App in advance by clicking on the link provided below.

V 5/29/20

Go To Meeting Invitation:

Bid Opening for 2021-024; Solar Salt (Bulk) Supply & Delivery

Date and Time as stated in the Special Conditions, Item 1.1

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/580638309>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 580-638-309

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/580638309>



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received **prior** to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.**

The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be Bidder's.

- 1.06 NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

BID – a price and terms quote received in response to an ITB.

BIDDER/SUPPLIER – Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS – Monday through Sunday, including National Holidays

CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

DAYS – Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL – Denotes the imperative.

SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:**3.01 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.**3.02 AWARD AND REJECTION OF BIDS:**

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extend required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.
- Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.
- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

PART IV INSURANCE

- 4.01 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

- 4.02 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.
- 5.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.
- Deliveries shall be made in accordance with City of Boca Raton security procedures.
- 5.03 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.05 CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.
- 5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

- 5.07 SAFETY STANDARDS:** Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
- 5.08 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.
- 5.09 OTHER GOVERNMENTAL ENTITIES:** When there is sufficient capacity or quantities available, awarded Bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.
- 5.10 INDEPENDENT CONTRACTOR:** Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.
- 5.11 ASSIGNMENT:** The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.
- 5.12 NON EXCLUSIVE CONTRACT:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 5.13 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

- 5.24 NON-DISCRIMINATION:** The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES:** Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.
- 5.26 ADDITIONAL DISCOUNTS:** Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.
- 5.27 PUBLIC RECORDS:**
- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
- 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS**PART I INSTRUCTION TO BIDDERS:****1.01 INSTRUCTIONS TO BIDDERS**

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2021-024.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on May 3, 2021.**

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

- B. Delivery of the Bid response as a sealed paper Bid response.
The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-024, Cartridge Filters for Potable Water".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

Please note: The City may have special procedures for COVID-19 that person delivering the Bid will be required to follow (i.e. masks must be worn for entrance to City Hall)

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their bid document for review by the City.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected.** As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Neil Phillips, Buyer, Purchasing Division, by email at nphillips@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret, or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the Bid closing date.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to nphillips@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 **DEFINITIONS / ACRONYMS**

- NIGP: National Institute of Governmental Purchasing
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Lead Agency: City of Boca Raton
- ANSI: American National Standards Institute
- MFG: Manufacturer
- NSF: National Science Foundation
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.

- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful Bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- A. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.
- B. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful Bidder shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@myboca.us, 561-338-7332.

3.09 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

PART IV INSURANCE:

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document.)

4.02 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.03 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.04 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

4.05 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.06 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 CONTRACT PERIOD AND RENEWAL

The initial contract period shall be for one (1) year **automatically** renewed thereafter for three, one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bona fide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

5.02 CONTRACT ALTERATIONS

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.09 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be closely monitored by City staff. The awarded Bidder will be evaluated by use of the City of Boca Raton Performance Report. A sample Vendor Performance

Report may be obtained upon request of the Purchasing Division. If the vendor(s) performance fails to meet the standards specified within the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

5.11 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-024, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

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TECHNICAL SPECIFICATIONS:**1.01 SCOPE**

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

- a) The Sodium Chloride (NaCl) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.
- b) Product shall be homogenous and in a crystalline granular form.
- c) Product shall be white in color.
- d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.
- e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

Item	Description	Percentage
1	Dry Basis	96.3-98%
2	Wet Basis	93.3% min.
3	Calcium Sulfate	0.30% max
4	Magnesium chloride	0.06% max
5	Calcium Chloride	0.10 % max
6	Magnesium Sulfate	0.02% max
7	Insolubles:	0.01% max
8	Moisture(as H ₂ O)	3.0% max
9	Lead	.0007% max
10	Copper	.0003% max
11	Iron(as Fe)	.002% max
12	Total Impurities(soluble and insoluble)	2.0% max

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

- a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

- b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@myboca.us.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A**Co-Op Agencies Estimated Annual Usage Schedule**

Agency	Contact	Annual Usage	Fittings	Tank
City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431	Ed Catalano 561-338-7332 ecatalano@myboca.us	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting.	WWTP has two FRP tanks at 59 tons each
Town of Davie Water Plant System V 7351 SW 30 th Street Davie, FL 33314	Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov	450 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	60 ton silo
Town of Davie Water Plant System III 3500 NW 76 th Ave. Hollywood, FL 33024	Stanley Ebanks 954-327-3775 Stanley_ebanks@davie-fl.gov	150 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	32 ton silo
Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462	Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has 34 ton tank
City of Margate Water Treatment Plant 980 NW 66 th Ave Margate, FL 33063	Richard M. Uber 954-999-7298 or 954-972-0828 ruber@margatefl.com	500 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has one tank @ 60 tons manufactured by Brine Maker.
City of Margate Wastewater Treatment Plant 6630 NW 9 th St Margate, FL 33063	Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com	250 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WWTP has one tank @ 60 tons capacity manufactured by Brine Maker.
City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024	Michael Cepeda 754-260-4505 michael.cepeda@jacobs.com	800 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	8650 gallon tank

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Appendix A
Continued...

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
City of Tamarac Water Treatment Plant 7803 NW 61 st Street Tamarac, FL 33321	Jason Bentley or Nishaad Preetam 954-597-3787, 954-597-3776 Jason.Bentley@tamarac.org, Nishaad.Preetam@tamarac.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc
Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank
Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank

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BID NO. 2021-024**BIDDERS CERTIFICATION**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder:** _____
(Firm Name as Registered with their State of origin)

Federal I.D. No.: _____

Above Bidder is: ☐ Corporation ☐ Limited Liability Corporation
 ☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:

Street Address : _____
(P.O. Box Address is not permitted)

City, State, Zip: _____

Mailing Address: ☐ check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: _____

Business Fax No.: _____

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

STATE OF: _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 20____, by _____, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME: _____

Commission Number: _____ My Commission Expires: _____

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extended Price (F + P x E)
1	City of Boca Raton, WWTP	1,200 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
2	Town of Davie WTP	600 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
3	City of Lantana, WTP	1200 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
4	City of Margate WTP, WWTP	750 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
5	City of Pembroke Pines	800 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
6	City of Tamarac, WTP	600 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
7	Village of Palm Springs	1200 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____

Grand Total (Sum of Extended Prices for Lines 1 - 7)	\$_____
---	---------

Specify Mfg. /Name of Product being bid: _____ Bulk load Truck Delivery is: _____ tons

Name of Bidder: _____

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

1. Qualification of Bidder's information included? Yes _____ No _____
2. Questionnaire of Bidder's information included? Yes _____ No _____
3. Copy of Bidder's valid Business Tax Receipt submitted? Yes _____ No _____
4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes _____ No _____
5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes _____ No _____
6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes _____ No _____
7. Appropriate bid pages signed? Yes _____ No _____
8. Bidder's certification form signed, notarized and submitted? Yes _____ No _____
9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes _____ No _____
10. Addendum (if any issued) submitted? Yes _____ No _____
11. Proof that firm name is registered with their State of origin? Yes _____ No _____
12. Proof of ability to obtain insurance submitted? Yes _____ No _____
13. Drug Free Workplace Form submitted? Yes _____ No _____
14. Name of individual submitting Bid: _____
Email address: _____ Ph: _____
15. Contact person for Insurance Certificate: _____
Phone: _____ Email: _____

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____
Estimated Annual Quantity Supplied: _____

REFERENCE #2

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____
Estimated Annual Quantity Supplied: _____

Continued on next page...

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____
Estimated Annual Quantity Supplied: _____ _____

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. _____

Proof submitted as attachment: Yes ____ No ____

Name of Bidder: _____

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

2. Details of shipping method to be used _____

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: _____

A. Contact Information for order placement/delivery inquiries:

Name (s) _____

Phone / Email address: _____

B. Contact Information for billing questions:

Name (s) _____

Phone / Email address: _____

C. Contact Information for Insurance questions:

Name (s) _____

Phone / Email address: _____

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or ☐ submit as an attachment.

Quality Control program is in place at _____ plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

_____ Ph: _____

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: _____

Email: _____ Telephone Number: _____

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

_____ does:
(Name of Business)

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

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

Signature of Bidder

Date

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 2021-024

Description/Title: Solar Salt (Bulk) Supply & Delivery

Initial Contract Term: Start Date: 5/31/2021 End Date: 5/30/2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 5/31/2022 End Date: 5/30/2023

Renewal No. 2 Start Date: 5/31/2023 End Date: 5/30/2024

Renewal No. 3 Start Date: 5/31/2024 End Date: 5/30/2025

Renewal No. Start Date: End Date:

Extension / Renewal Note: Renewal 1 includes a price increase from \$137.49/ton to \$155.81/ton.
Renewal 2 includes a price increase from \$155.81/ton to \$169.62/ton.

SECTION #1 VENDOR AWARD

Vendor Name: Morton Salt, Inc.

Vendor Address: 444 West Lake Street, Suite 3000, Chicago, IL 60606

Contact: Brian Jakosz

Phone: 630.861.2694 Fax:

Cell/Pager: Email Address: bjakosz@mortonsalt.com

Website: FEIN: 27-3146174

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Resolution/Agenda Item No.:

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: City of Boca Raton

Agency Address: 201 West Palmetto Park Road, Boca Raton, FL 33432

Agency Contact: Neil Phillips Email nphillips@myboca.us

Telephone: 561.393.7876 Fax:



CITY OF
Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

March 2, 2023

Morton Salt, Inc.
Gary Bartuska
444 West Lake Street
Chicago, IL 60606
Tel: 312.807.2887
Email: gbartuska@mortonsalt.com

SUBJECT: Approval of Price Increase, Renewal 2
Bid No. 2021-024, Solar Salt (Bulk) Supply & Delivery

Dear Gary Bartuska,

This letter shall serve to advise that after careful review and consideration of your request for price increase, the City of Boca Raton, Lead Agency on behalf of all participating entities listed in the bid, hereby accepts your requested price adjustment from \$155.81/ton to \$169.62/ton.

In accordance with the provision of the above referenced term contract, said price increase shall become effective 5/31/2023 through 5/30/2024, for the second renewal period. Orders placed prior to May 31, 2023 shall be invoiced at the current prevailing prices.

The renewal information will be passed on to the SEFL Cooperative members.

Please do not hesitate to contact me via email, nphillips@myboca.us, should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips", is written over a horizontal line.

Neil Phillips
Buyer

c: Bid No. 2021-024

SECOND AMENDMENT TO AGREEMENT
FOR THE DELIVERY OF SOLAR SALT

THIS SECOND AMENDMENT (“Amendment” hereafter) is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, FL 33461, a municipal corporation organized and existing under the laws of the State of Florida, (“VILLAGE” hereafter), and **Morton Salt Inc.**, 444 West Lake St., Chicago IL 60606, a company authorized to do business in the State of Florida (“VENDOR” hereafter).

RECITALS

WHEREAS, the VILLAGE is in need of a vendor to provide the VILLAGE with solar salt; and

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group through its competitive selection process awarded the Contract for delivery of solar salt (Bid # 2021-024 (“Co-op Contract” hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the parties entered into an agreement for an initial term, which expired on May 30, 2022, and the agreement was subsequently renewed by the parties for an additional one-year term, commencing on May 31, 2022 through May 30, 2023, subject to a scheduled price increase from \$137.49/ton to \$155.81/ton; and

WHEREAS, the Co-op Contract remains in effect and is eligible for two additional one-year renewals, subject to annual price increases as provided in the Co-op Contract;

WHEREAS, the VILLAGE and VENDOR desire to renew the term of the Agreement for a term commencing on May 31, 2023 through May 30, 2024, under the same terms and conditions set forth in the Co-op Contract, subject to a price increase from \$155.81/ton to \$169.62/ton.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through May 31, 2024.
3. Entire Agreement. The VILLAGE and the VENDOR agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no

promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4. Legal Effect. This Second Amendment shall be effective as of May 31, 2023, regardless of the date of execution by the parties.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

[Signatures continued on next page]

VENDOR: **MORTON SALT, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

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

(Signature of Notary Public-State of _____)

(Print, type, or stamp commissioned name of Notary Public)
Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Public Works

ITEM #5: Approval of a Grant Agreement with Palm Beach County political subdivision of the State of Florida.

Summary: Public Works Department has been selected as a grant recipient for the Community Development Block Grant (CDBG) offered by Palm Beach County.

The CDBG will provide funding for the Village of Palm Springs to be able to install new lights on the right of way on Lakewood Road that will start at Military Trail and move east to Kirk Road. The grant will assist with helping provide better vision on Lakewood Road, which has issues being able to see at night. The grant will be \$125,051.00 and the Village will pay the reminding balance.

This agreement will assist in providing lighting on Lakewood Road from Military Trail, east to Kirk Rd. The term of the agreement is effective October 1, 2023 and will end December 31, 2024.

The proposed agreement was prepared by the Community Development Block Grant and reviewed by the Public Works Assistant Director, Assistant Village Manager and the Village Attorney.

FISCAL IMPACT:

The total cost of this project will be \$479,300. The Village will receive \$125,051 in deliverable reimbursements.

ATTACHMENTS:

1. Resolution No. 2023-43 CDBG for Lakewood Streetlight Project
2. Palm Springs Capital Community Development Block Grant Agreement FY23-24 Final

RESOLUTION NO. 2023-43

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING FUNDS ALLOCATED BY THE PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT TO THE VILLAGE OF PALM SPRINGS FOR FISCAL YEAR 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO INSTALL STREET LIGHTS ALONG LAKEWOOD ROAD BETWEEN MILITARY TRAIL AND KIRK ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to install streetlights new lights on the right-of-way along Lakewood Road between Military Trail and Kirk Road ("Project") to improve visibility on Lakewood Road at night; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defied by HUD, in as much as the Project:

- (1) will benefit low- and moderate-income persons; and
- (2) it is a public access in need of repair, including ADA and accessibility improvements; and proposed.

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

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

Section 1. The "Whereas" clauses incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village Council hereby authorizes and directs the Village Manager to

Res No. 2023-43 Grant Agreement with PBC for Streetlight Installation

submit a grant application for reimbursement of \$125,051 to the Palm Beach County Housing and Community Development for the Fiscal Year 2023-2024 Community Development Block Grant (CDBG) to undertake the Project. The total estimated cost is \$479,300 for the project.

Section 3. All funds derived from this Grant will be used toward completion of the Street Lighting Project.

Section 4. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of August 17, 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

CDBG CAPITAL IMPROVEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
VILLAGE OF PALM SPRINGS

THIS AGREEMENT, (the "Agreement") with an effective date of **October 1, 2023** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, and the **Village of Palm Springs**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **226 Cypress Lane, Palm Springs, FL 33461**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2023-2024** CDBG Action Plan, and the **Village of Palm Springs**, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$125,051** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (D) "Subrecipient" means the **Village of Palm Springs**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described Lakewood Road Street Lighting – Phase I Improvements, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c).

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

- (A) The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- (B) Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:
 - a. all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - b. All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

5. **SCOPE OF SERVICES**

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld.

These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$125,051** for the period of Effective Date, through and including **December 31, 2024** ("Expiration Date"). Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The Effective Date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The Effective Date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed by the Subrecipient by Expiration Date.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall it request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment, the Palm Beach County Finance Department shall make payment as stated above.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED.

The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) **FINANCIAL ACCOUNTABILITY**

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and Palm Beach County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict 2 CFR Parts 184 and 200 shall supercede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) PROGRAM - GENERATED INCOME

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED, if DHED so requires. Such income shall only be used to undertake the activities authorized by this Agreement, if DHED verifies and approves the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 24 CFR 570.204 and other applicable regulations which are incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits hereto). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the ("Project Area"), as defined in Exhibit A, shall be given opportunities for training and employment and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the Project Area shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make commercially reasonable efforts to utilize small business and minority/women-owned business enterprises for supplies and services, and provide such businesses the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low and moderate income. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance. The Subrecipient shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement.

The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- A. **Commercial General Liability**: Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability:** Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- C. **Workers’ Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer’s Liability.
- D. **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance:** Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined in Palm Beach County's current Five Year Consolidated Plan, by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it is and will be acting as an independent contractor and that its employees will not be considered or deemed to be Palm Beach County employees, but shall at all times be and remain employees of Subrecipient.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. 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, 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20____.

(SUBRECIPIENT SEAL BELOW)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Michael Bornstein, Village Manager

By: _____
Glen Torcivcia, Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT “A”**CAPITAL PROJECT**
SCOPE OF WORK**1. SUBRECIPIENT OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the installation of Lakewood Road Street Lighting - Phase I improvements, to address the need for adequate lighting to increase safety, visibility and driver awareness for residents living in the surrounding neighborhoods, located along Lakewood Road between Kirk Road and Military Trail, in the Village of Palm Springs along the roadway at intersections, pedestrian crosswalks. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The scope of work for the Lakewood Road Street Lighting – Phase I improvements, is the first stage of a Village-wide street light program and may include, but not be limited to installation of new street light poles, pull boxes, light fixtures, boring, laying conduit and wiring materials for extension of electrical service within the project area, restoration of right-of-way areas. Improvements typical of street lighting type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located along Lakewood Road right-of-way, between Kirk Road and Military Trail (south side of roadway), in the Village of Palm Springs.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

Procurement process and contract award for all goods and services shall be in compliance with the Village's Procurement Code, 2 CFR Part 200 and all regulations applicable to CDBG funding and this Agreement.

In the event where specifications for goods, services and or construction activities are required, the following shall apply:

(1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that “equal” equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award. **The Subrecipient’s advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE, Section 3 businesses, meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).**

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient’s first reimbursement, DHED shall review the Subrecipient’s procurement process and contract award to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

D. DAVIS-BACON AND RELATED ACTS (DBRA):

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

E. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS):

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- F. BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.
- G. CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.
- H. PERFORMANCE REQUIREMENTS:** The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	March 31, 2024
Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2024
Complete Construction by:	November 30, 2024
Submit for 100% Reimbursement of CDBG funds by:	December 31, 2024

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

- I. **REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule "I" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Monthly Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They shall be used by DHED to assess the Subrecipient's progress in implementing the project.
- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
 - (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
 - (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
 - (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements. **The provisions of this clause shall survive the expiration or early termination of this Agreement.**

K. HUD SECTION 3 REQUIREMENTS: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75, as they apply to Section 3 Covered Projects as defined by HUD in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For the purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the herein described construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, excluding licensed professional services contracts entered into after November 30, 2020.

Section 3 Reporting Requirements: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County by through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (D): Required Use of the Labor Compliance Reporting System (LCRS).

Additional Section 3 reporting requirements: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

Section 3 Clause: The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Subrecipient to the County for submittal to the Department of Housing and Urban Development.

(ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iii) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

- L. ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$125,051**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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SCHEDULE "I"

MONTHLY PERFORMANCE REPORT

Reporting Period:	Month		Year	
Subrecipient Name:				
Agreement/ MOU/ Amendments include Start Date, End Date				
Project Name:				

A. Reimbursement Request Requirements Per Agreement (Cumulative)	
50% reimb date	\$0.00
100% reimb date	\$0.00 <i>Total Funding Amount</i>

B. CDBG Reimbursement Requests					
1. Enter information in the BLUE cells only. In Column C, enter the <u>monthly</u> Projected Reimbursement Request amounts for each month. The projections should meet the target dates in your agreement. 2. In Column D, enter the amount of Actual Reimbursement Requests, if any, for the reporting period. 3. Column F tracks the Actual Reimbursement Request vs. the full funding amount. In order to meet the July 15 Performance Requirements, the cells in Column F should be yellow by the July 15 date. In order to meet your 100% expenditure, the cells should be green by the 100% expenditure date.					
A	B	C	D	E	F
Reporting Period	Cumulative Requirement per Agreement	Reimb Request per month (Projected)	Reimb Request per month (Actual)	Cumulative Reimb Request (Actual)	Difference to Total Funding Amount
Oct-22				0.00	★ 0.00
Nov-22				0.00	★ 0.00
Dec-22				0.00	★ 0.00
Jan-23				0.00	★ 0.00
Feb-23				0.00	★ 0.00
Mar-23				0.00	★ 0.00
Apr-23				0.00	★ 0.00
May-23				0.00	★ 0.00
Jun-23				0.00	★ 0.00
Jul-23				0.00	★ 0.00
Aug-23				0.00	★ 0.00
Sep-23				0.00	★ 0.00
Oct-23				0.00	★ 0.00
Nov-23				0.00	★ 0.00
Nov-23				0.00	★ 0.00
Jan-24				0.00	★ 0.00
Feb-24				0.00	★ 0.00
Mar-24				0.00	★ 0.00
Apr-24				0.00	★ 0.00

MONTHLY PERFORMANCE REPORT (CONT'D)

May-24				0.00	★	0.00
Jun-24				0.00	★	0.00
Jul-24				0.00	★	0.00
Aug-24				0.00	★	0.00
Sep-24				0.00	★	0.00
Oct-24				0.00	★	0.00
Nov-24				0.00	★	0.00
Dec-24				0.00	★	0.00
Jan-25				0.00	★	0.00
Feb-25				0.00	★	0.00
Mar-25				0.00	★	0.00
Apr-25				0.00	★	0.00
May-25				0.00	★	0.00
Jun-25				0.00	★	0.00
Jul-25				0.00	★	0.00
Aug-25				0.00	★	0.00
Sep-25				0.00	★	0.00
Oct-25				0.00	★	0.00
Nov-25				0.00	★	0.00
Dec-25				0.00	★	0.00
TOTAL FUNDING		0.00	0.00			
<i>difference to total funding</i>		\$0.00	\$0.00			

C. Amounts Budgeted/ Expended to date:				
Enter any additional sources of funds and the amount of the funds budgeted/ expended in this period.				
Funding Source	Budgeted	Expended	Percentage Expended	Requested for Reimbursement
CDBG Funds		\$0.00		\$0.00
Other				
Other				
Total		\$0.00		

D. Describe any changes in budgeted amounts during this reporting period, and the source of funds.

E. Project Performance				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Performance Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				

MONTHLY PERFORMANCE REPORT (CONT'D)

Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe your project progress during this reporting period.

G. Report prepared by:	
Enter the name of the person completing this report, contact number and the date of signing. Double-click on the X line to save a copy of this file and digitally sign this report.	
Name	
Tel/ Contact No.	
Date	
Signature	

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development

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SCHEDULE "II"**ASBESTOS REQUIREMENTS**
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: Village of Palm Springs				CONTACT NAME: Timothy Crespo					
PROGRAM: Capital Improvements Project				TITLE: Public Works Assistant Director					
FY 2023-2024 PALM BEACH COUNTY CDBG				PHONE: (561) 601-1449					
A. PROJECT DELIVERABLES - LAKEWOOD ROAD STREET LIGHTING									
				</					



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Administration

ITEM #6: Approve Professional Services Agreement for "Visioning" Redevelopment Scenario Graphics - Best Interest Acquisition - Kimley-Horn & Associates, Inc.

SUMMARY: The Palm Springs Community Redevelopment Association (CRA) is requesting approval of a professional services agreement with Kimley-Horn and Associates, Inc. for generation of graphics that illustrate the preferred "vision" in redevelopment scenarios.

Kimley-Horn submitted a proposal for graphic services to revise the 3-dimensional massing models used during visioning sessions to conform with the joint board's consensus, to then carry those models into isometric renderings and to produce printed materials for CRA Stakeholder Meetings. The proposed fee for these services is \$47,300.

Due to the fact that the Village is currently using Kimley-Horn as a subconsultant to Bonnie C. Landry and Associates for the visioning, comprehensive plan update and land development regulations modifications, it is recommended that the Village continue to utilize Kimley-Horn to finalize massing models and produce graphics of three (3) redevelopment scenarios, and generate printed materials for upcoming Stakeholder Meetings under the Best Interest Acquisition provision within the Village's purchasing code (Sec. 58-11. Best Interest Acquisition).

The Villages Purchasing Code, Section 58.11 - Best Interest Acquisition, provides that the Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5's) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract for goods or services that such contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended.

CRA staff recommends that factual findings include: 1) the proposed work effort does not fall within the parameters of Consultants' Competitive Negotiation Act (CCNA), 2) Kimley-Horn originally prepared the massing models which serve as the basis for the final graphics, 3) the graphics and printed materials are needed on an expedited basis with the completion of the visioning process and planned Stakeholder Meetings.

The proposed purchase was reviewed by the Assistant CRA Director, Village Attorney and the Finance Director.

The Village has worked with the proposed vendor previously and they have provided excellent service

and a quality product.

Note: The Village has a continuing services agreement with Kimley-Horn for professional civil engineering services pertaining to the Utilities Department (RFQ #20189R-002 - Utility Engineering Services Continuing Contracts). The proposed visioning graphics do not fall within the outlined scope of work to be covered by this continuing services agreement.

FISCAL IMPACT:

Funding to support the proposed graphic services is available within the FY 2023 Budget - CRA. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Professional Services Agreement - Redevelopment Scenario Graphics - Kimley-Horn
2. Exhibit "A" - Proposal for "Visioning" Redevelopment Graphics - Kimley-Horn and Associates, Inc.
3. Village Code - Section 58.11. Best Interest Acquisition

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023 by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Kimley-Horn and Associates, Inc.**, a Company authorized to do business in the State of Florida ("Contractor").

RECITALS

WHEREAS, the Village is in need of graphic design services for the "visioning" effort ("the Services"); and

WHEREAS, the Contractor has provided a proposal and cost estimate for providing the Services, attached hereto as **Exhibit "B"** to this Agreement; and

WHEREAS, Village staff has reviewed the proposal and determined the pricing to be reasonable and comparable to the fees charged to other municipalities for services of this nature; and

WHEREAS, pursuant to Village Code § 58-11 the Village Council has determined that the competitive selection process is not in the best interest of the village; and

WHEREAS, the Village desires to accept the Contractor's proposal; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Contractor to the Village.

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONTRACTOR'S PROPOSAL. The Contractor shall provide the Village with the Services as more in **Exhibit "A"** to this Agreement, which is incorporated herein by reference.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Contractor will act hereunder as an independent contractor and none of the Contractor's, officers, directors, employees, independent contractors, representatives or agents performing services for Contractor pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. This agreement shall be effective upon execution by both parties and shall remain in effect until final acceptance of all deliverables as set forth in Exhibit “A.”

b. Termination without cause. The Village may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village’s governing board in any fiscal year to pay the costs associated with the Village’s obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village’s obligations hereunder in any fiscal period, then the Village will notify Contractor of such occurrence and either the Village or Contractor may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Contractor for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION. The Village agrees to compensate the Contractor in accordance with the fee schedule set forth in **Exhibit “A”**). In no event will the total amount paid exceed \$ 50,000.00.

The Contractor shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the Village’s receipt of the Contractor’s invoice.

The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor providing service to the Village under this Agreement which is not set forth in **Exhibit “A”** unless approved in advance by the Village.

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: SUB-CONTRACTORS. The Village reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and approve all qualifications of any sub-Contractor in order to make a determination as to the capability of the sub-Contractor to perform properly under this Agreement. All sub-Contractors providing professional services to the Contractor under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-Contractor does not have insurance or does not meet the insurance limits as stated in this Agreement, the Contractor shall indemnify and hold harmless the Village for any claim in excess of the sub-Contractor's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-Contractor.

SECTION 9: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the Village's Tax Exemption Number.

SECTION 10: VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. 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.

SECTION 11: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 12: ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 13: SUCCESSORS AND ASSIGNS. The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 14: AUTHORITY TO PRACTICE. The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 15: NONDISCRIMINATION. 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, marital status, or sexual orientation.

SECTION 16: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: PUBLIC ENTITY CRIMES. 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.

SECTION 18: SCRUTINIZED COMPANIES.

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 Village 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.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Contractor 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 Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor 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.

SECTION 19 – SUCCESSORS AND ASSIGNS.

The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Contract Documents. Except as set forth above, neither the Village nor the Contractor shall assign, sublet, convey or transfer its interest in the Contract Documents without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Contractor.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

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

and if sent to the Contractor, shall be sent to:

Richard Barr, Senior Vice President
Kimley-Horn and Associates
2619 Centennial Boulevard, Suite 200
Tallahassee, FL 32308

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its

preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Contractor to terminate for cause.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Contractor's Proposal (**Exhibit "A"**). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and the Proposal, the conflict shall be resolved by giving precedence in the following order: (1) the Agreement; and (2) the Contractor's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: PUBLIC RECORDS. Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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

SECTION 32: INDEMNIFICATION. The Contractor, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Contractor, its officers, directors, employees, representatives and agents employed or utilized by the Contractor in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Contractor, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes nor shall the Village indemnify the Contractor.

SECTION 33: INSURANCE. During the life of this Agreement, the Contractor shall maintain insurance coverage as set forth below, and shall provide the Village with satisfactory proof of same:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.
- (e) Professional Liability in an amount of not less than \$1,000,000 per claim.

SECTION 34: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Village upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement;
- (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Contractor, shall be grounds for the Village to order the Contractor immediately terminate the contract with the subcontractor; and
- (g) Be aware that if the Village terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year set forth above by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Kimberly Wynn, Village Clerk

Glen J. Torcivia, Village Attorney

CONTRACTOR:

KIMLEY-HORN & ASSOCIATES, INC.

By: _____

Print Name: _____

Title: _____

CORPORATE SEAL:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as _____ of _____, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

July 11, 2023

Ms. Kimberly Glas-Castro, Assistant Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Professional Services Agreement– 3-Dimensional Modeling/Rendering & Brochure Services

Dear Ms. Glas-Castro:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Village of Palm Springs (“Client”) for providing coordination with the Client, massing model updates, rendering services and marketing brochure services for the proposed improvements for three separate locations within the Community Redevelopment Agency boundaries in Palm Springs, Florida (the “Project”).

Project Understanding

The Subconsultant understands that as set forth in the Scope of Work discussed with the Client in the June 23 call, this project seeks to provide revisions to 3-dimensional massing models, carry those into a isometric rendering and produce a marketing style brochure. This will be done for three locations which ranked highest of five locations presented at the April 11 Joint Meeting Workshop Session held with the Village Council, Community Redevelopment Agency (CRA) and Planning and Zoning Board. These locations include:

1. Redevelopment of Forest Hill Shopping Center (Forest Hill Boulevard and S Congress Avenue)
2. Redevelopment of Vacant Land (2nd Avenue North & South Congress Avenue)
3. Underdeveloped Land (839 South Congress Avenue)

The above three locations are appended to this document as Attachment A. There is no estimated construction budget for the five designs.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: 3D Block Model Revisions

1. Consultant will meet with Client (one meeting via web call) to receive input on desired revisions to 3D block models.
2. Based on client input, consultant will provide up to two (2) rounds of revisions to the aerial building plan layout, site plan and 3-dimensional views of models.
3. After first revision, Consultant will conduct up to one (1) meeting with Client (via web call) to receive input on revised drawings.
4. Submit revised aerial building plan layout, site plan and 3-dimensional views of models.
5. *Deliverable to include: Electronic files of aerial building plan layout, site plan and 3-dimensional views of models.*

Task 2: Isometric Rendering

1. Based upon approved revised models in Task 1, consultant will prepare two (2) Lumion-generated isometric renderings for each site to demonstrate the perspective to the project site. AutoCAD software will be used to draft the site in further detail and then be imported into Sketchup and Lumion. The general points of perspective are shown with a red dot and arrows in Attachment A. The style of these renderings will be based upon examples in Attachment B. The final perspective images will focus on the relationship between architecture and the site layout. Site grade changes and topography of the natural ground plane will be depicted primarily as flat and show minimal grade change.
2. Consultant will meet with Client (one meeting via web call) to receive input on isometric renderings.
3. Based on client input, consultant will provide up to two (2) rounds of revisions to the renderings. Changes are expected to be limited to mostly cosmetic adjustments with building layouts and locations remaining per approved massing models.
4. After first revision, Consultant will conduct up to one (1) meeting with Client (via web call) to receive input on revised drawings.
5. Submit revised isometric renderings.
6. *Deliverable to include: Electronic files of isometric renderings.*

Task 3: Marketing Brochure

1. Meet with Client one (1) time to discuss goals for marketing brochure. Client is expected to provide data and information deemed important to be included in brochure.
2. Based upon Client input, create marketing style brochure for each of the 3 sites. Brochure will be 11x17 in size and up to two (2) pages. Brochure will have similar format and style to example shown in Attachment C. Brochure will include isometric renderings as part of material.
3. Based on client input, consultant will provide up to two (2) rounds of revisions to the marketing brochure. Changes are expected to be limited to mostly cosmetic adjustments with building layouts and locations remaining per approved massing models.
4. After each revision, Consultant will conduct up to one (1) meeting with Client (via web call) to receive input on revised brochures.
5. Submit revised marketing brochures.
6. *Deliverable to include: Electronic files of marketing brochure.*

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

1. Static fly through Video (non-moving entourage)
2. Full site aerial rendering
3. Night rendering
4. Detailed hardscape design
5. Meetings with jurisdictional agencies
6. Coordination with architects
7. Providing services for program items beyond those identified above.
8. Attending meetings in person.
9. Providing more trips, meetings or services than specified.
10. Providing more studies than those outlined above.
11. Preparing design for signage or graphic content for signage panels.

12. Preparing additional two-dimensional or isometric renderings or enlargements.
13. Providing permitting services.
14. Providing schematic design, design development, & construction document services.
15. Providing bid & construction phase services.
16. Providing architecture and structural, aquatic, mechanical, electrical, plumbing, and civil engineering services.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Any data for inclusion in the brochure package.
2. All base map information and aerial photographs in CAD or GIS format;
3. Parcel property lines and road rights-of-way;
4. Existing utilities easements, rights-of-way and corridors;
5. Survey of existing conditions including pavement areas, buildings, existing facilities, drainage features above and below grade, existing trees (including common and botanical names, identification numbers and diameter breast height), existing power poles, and existing water and sewer line locations above and below grade;
6. Previous studies, master plans, guidelines and written reports;
7. Planning and Engineering reports;
8. Previous studies, master plans, guidelines, design standards and written reports; and
9. Project schedule.

Fee and Expenses

Kimley-Horn will perform the services in Task 1 – Task 3 for the total lump sum labor fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 3D Block Model Revisions	\$ 4,300.00
Task 2 Isometric Rendering	\$ 32,600.00
Task 3 Marketing Brochure	\$ 10,200.00
Total Lump Sum Labor Fee	\$ 47,100.00
 Estimated Reimbursable Expenses	 \$ 200.00
 Total Lump Sum Fee	 \$ 47,300.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Village of Palm Springs.

If you want us to proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Richard Barr, Senior Vice President

VILLAGE OF PALM SPRINGS

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: 226 Cypress Lane
Palm Springs, FL 33461

Attachment – Request for Information

Attachment – Standard Provisions

Attachment A – Locations

Attachment B – Rendering Style

Attachment C – Marketing Brochure

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**(20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS
AGREEMENT.**

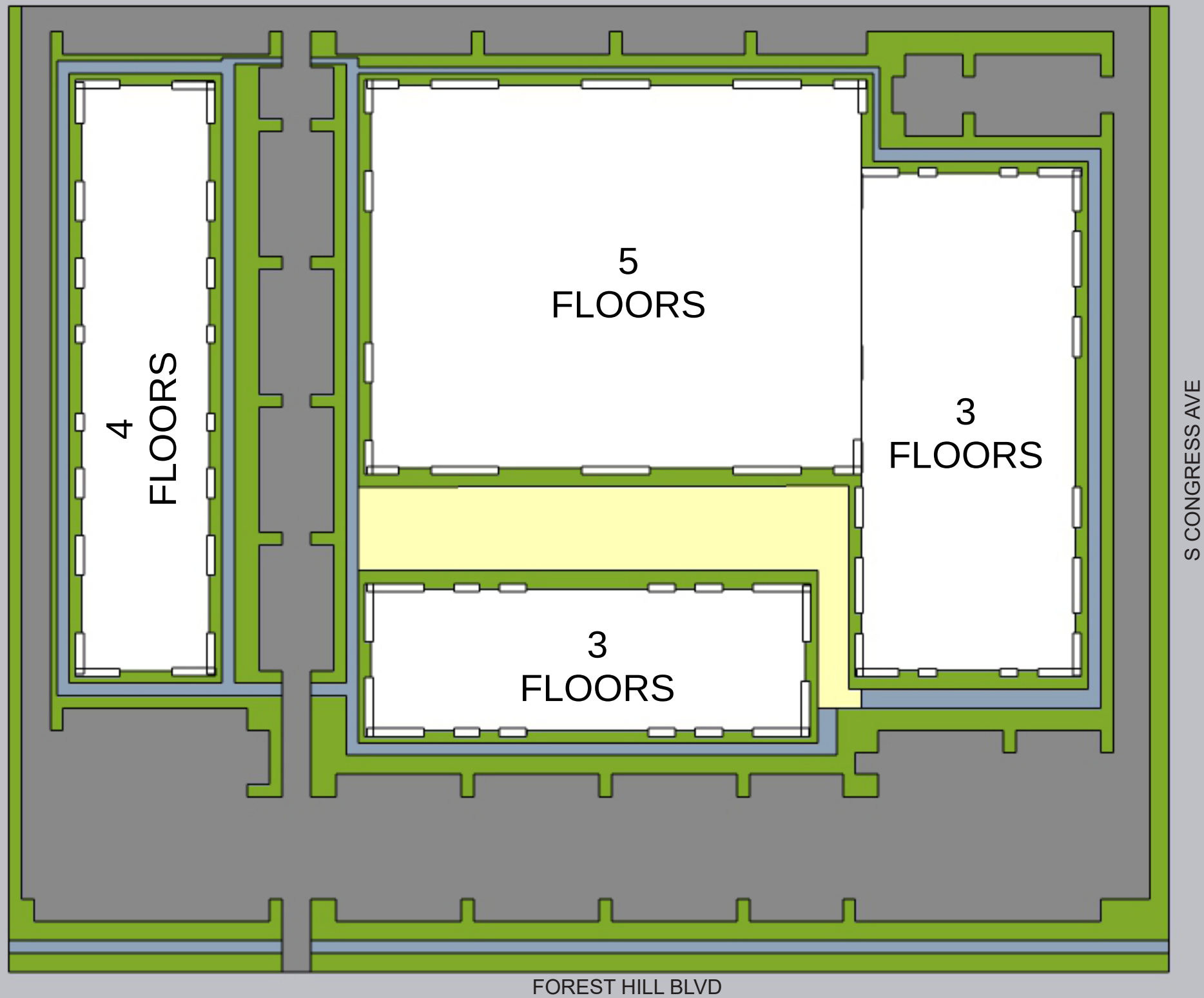
ATTACHMENT A



LOCATION TWO: FOREST HILL BLVD & S CONGRESS AVE

April 2023

ATTACHMENT A

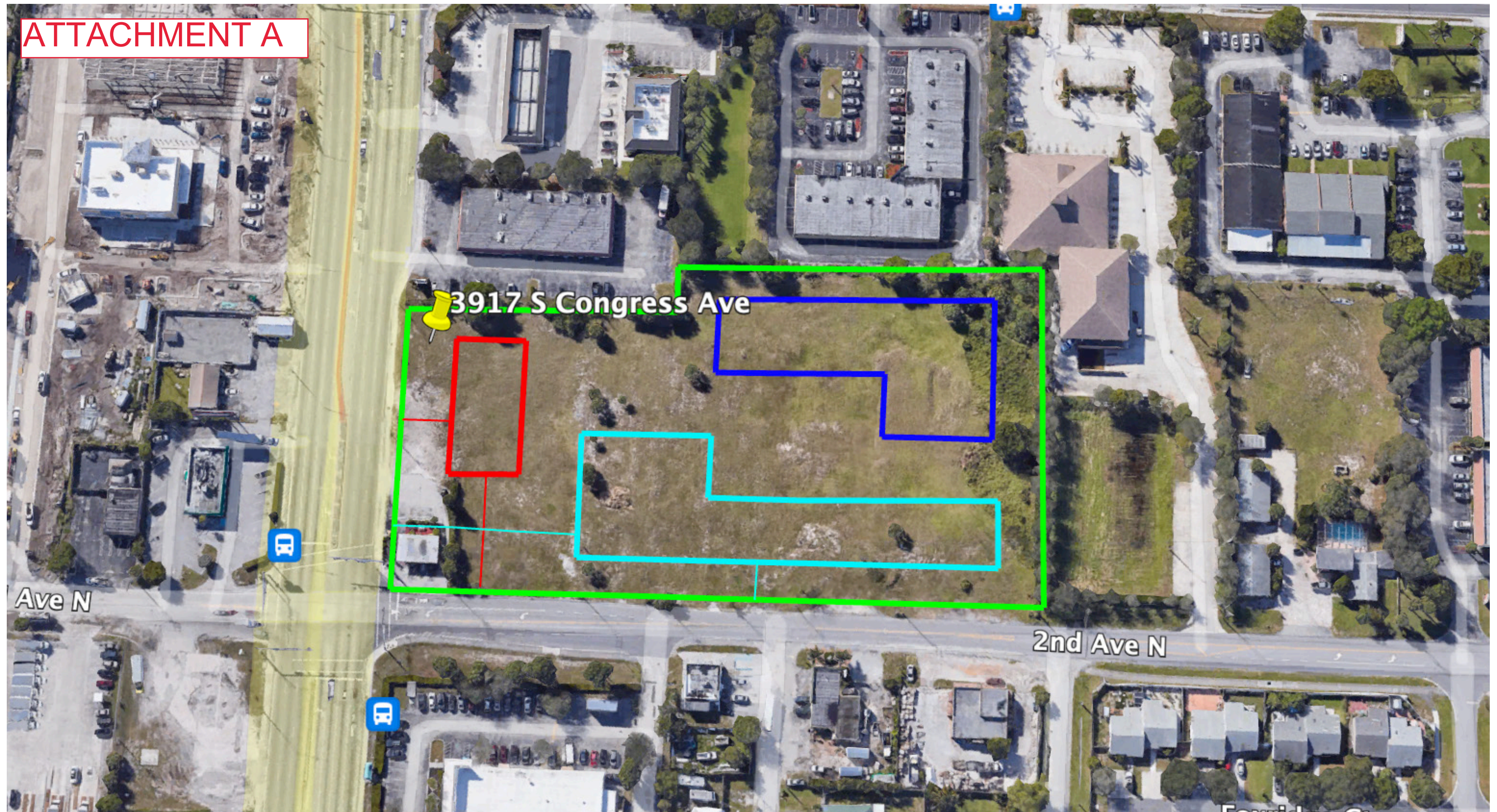


LOCATION TWO: FOREST HILL BLVD & S CONGRESS AVE



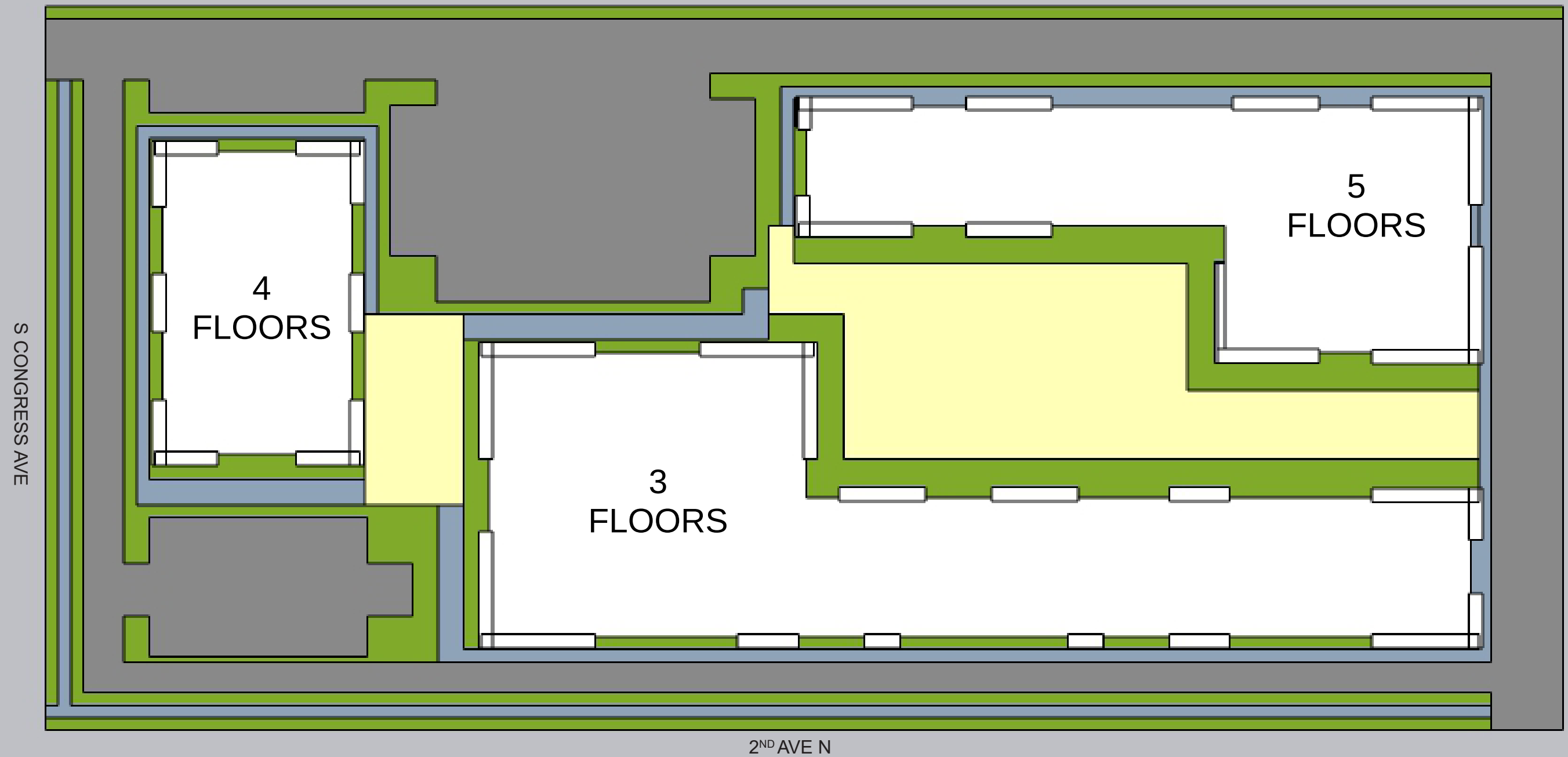
LOCATION TWO: FOREST HILL BLVD & S CONGRESS AVE

ATTACHMENT A



LOCATION FOUR: 2ND AVE N & SOUTH CONGRESS AVE

ATTACHMENT A



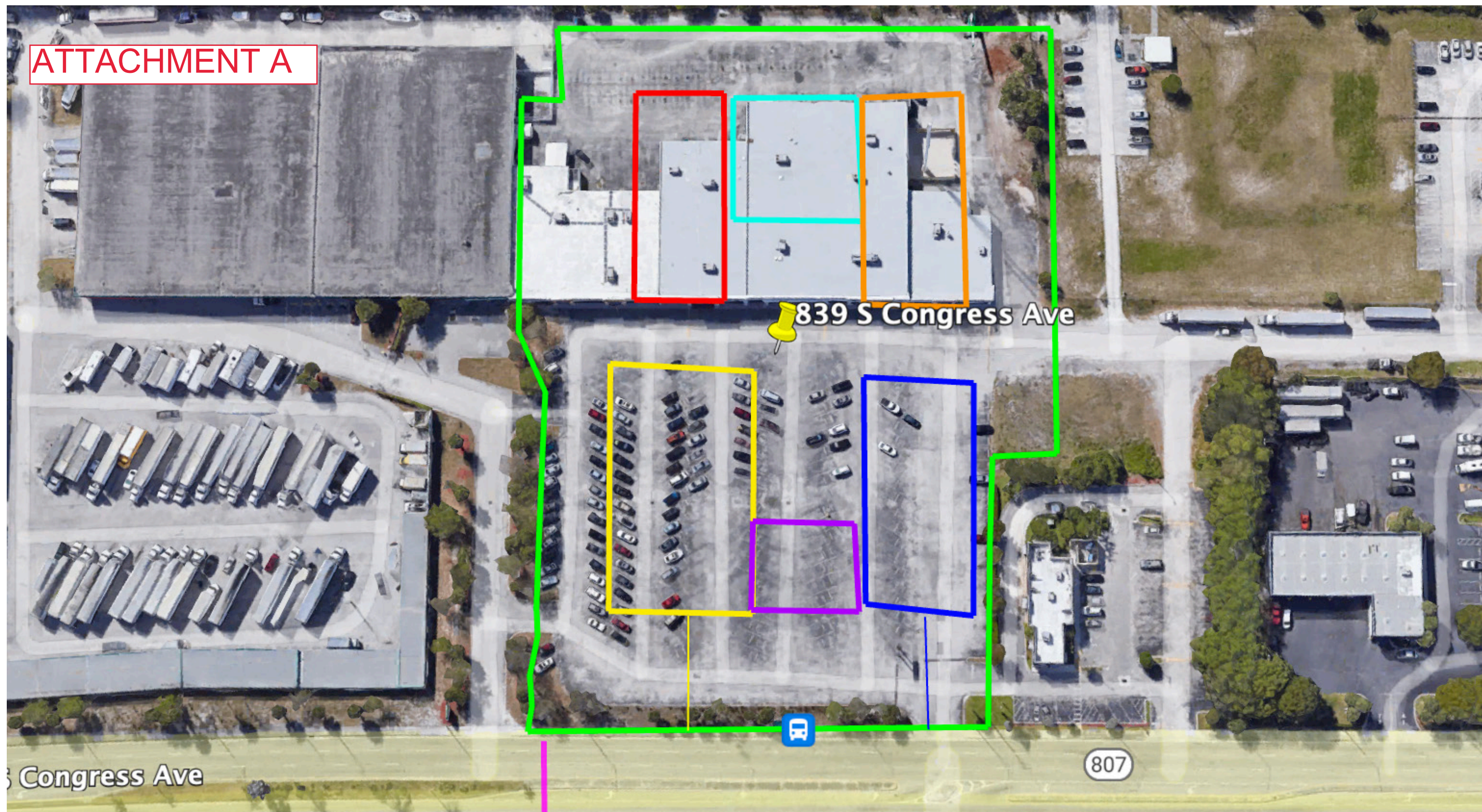
LOCATION FOUR: 2ND AVE N & SOUTH CONGRESS AVE

ATTACHMENT A



LOCATION FOUR: 2ND AVE N & SOUTH CONGRESS AVE

ATTACHMENT A



LOCATION FIVE: 839 SOUTH CONGRESS AVE

April 2023

ATTACHMENT A



LOCATION FIVE: 839 SOUTH CONGRESS AVE



LOCATION FIVE: 839 SOUTH CONGRESS AVE

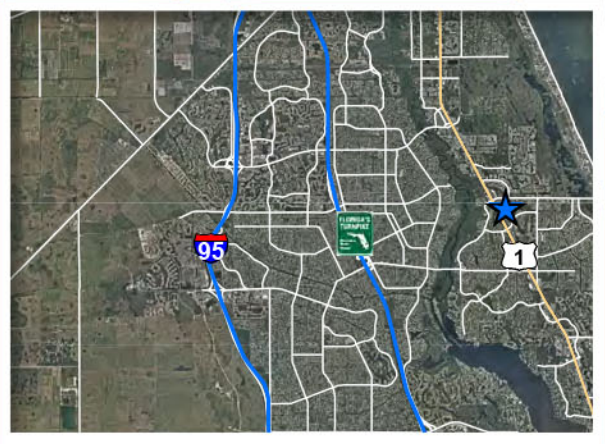
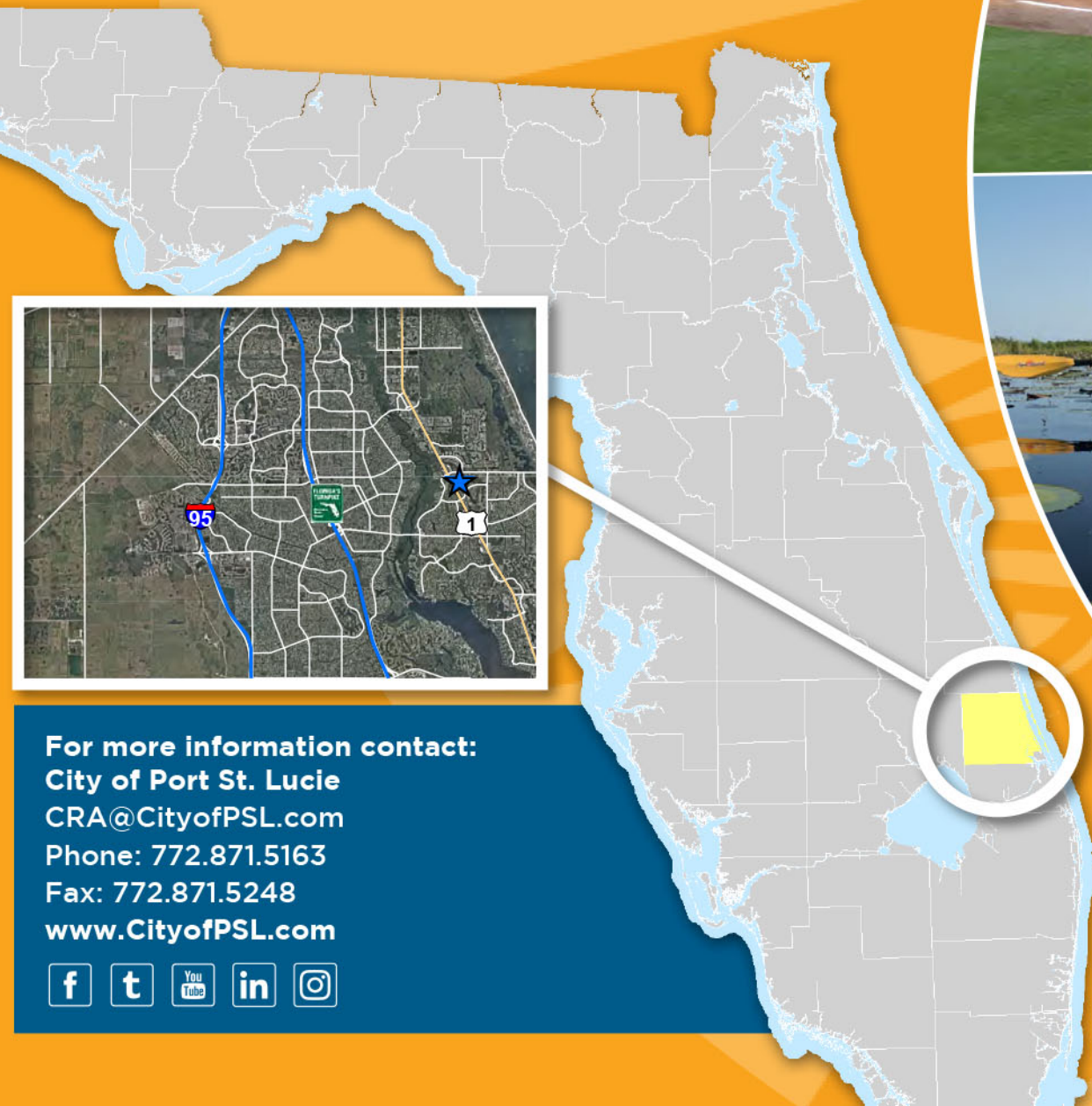




Let Us Help You

Port St. Lucie has a variety of resources available to help launch, expand or re-locate a business to City Center.

- **Expedited Application and Permit Review Process**
 - » Saves a significant amount of time and money.
- **Land Development**
 - » Pre-application meetings, online submittals and concurrent reviews.
- **Building Plans**
 - » Pre-review, online submittals, expedited reviews, business action team with on-site assistance.
- **Construction**
 - » Pre-construction meetings, on-site inspectors.



For more information contact:
City of Port St. Lucie
CRA@CityofPSL.com
Phone: 772.871.5163
Fax: 772.871.5248
www.CityofPSL.com



City of Port St. Lucie, Florida

What is City Center?

- A 46-acre, shovel ready, well-designed, market-driven opportunity for mixed-use development; centrally located along a major traffic corridor.
- Anchored by the 100,000 SF city-owned Civic Center, attracting a wide range of regional visitors.
- 20,000 square feet of meeting space, state-of-the-art fitness center and gymnasium, art gallery, outdoor stage, interactive fountain, 800-space parking garage, and a waterfront trail with paved bicycle and pedestrian paths.

In the Center of It All

- St. Lucie Medical Center, a 229-bed acute care facility, less than a mile away.
- Treasure Coast Square Mall, a major regional shopping complex, within five miles.
- Half a mile south of the proposed Crosstown Parkway Bridge, soon to provide direct access to Interstate 95 from U.S. Highway 1.
- St. Lucie West and the Town of Tradition master-planned communities and the world famous N.Y. Mets' spring training facility – all within 10 miles.
- Less than an hour drive to Palm Beach, Martin and Indian River counties.
- Nestled between surrounding counties and communities with an average household income of more than \$70,000.
- Surrounded by several pristine natural attractions including the St. Lucie River and the Savannas Preserve State Park.



City Center in Detail

- 30 +/- acres of developable pads.
- Fully entitled for a variety of uses.
- Connected to a shared stormwater system, with wastewater and utility lines in place.
- Future Land Use: Commercial General, High-Density Residential, and Institutional.
- Zoning: Planned Unit Development.
- Impact fee credits available.
- Urban street grid with on-street parking, lighting, landscaping and irrigation.

Port St. Lucie

-Florida's Best Kept Secret

- Conveniently located along Florida's southeast coast between Central and South Florida markets – including Orlando, Miami, Fort Lauderdale and the Palm Beaches. Easy access to Florida's Turnpike and Interstate 95.
- Occupying 120 square miles and almost 200,000 residents, Port St. Lucie is the eighth largest city by population in Florida and the third largest in the South Florida region.
- Easy access to Florida's Turnpike and Interstate 95.
- For the past five years, Port St. Lucie has had the lowest crime rate among Florida's large cities.
- Forbes.com named Port St. Lucie as one of the 10 best cities in the U.S. for job growth.
- Bloomberg Business says Port St. Lucie will be one of the leading cities in the nation to see economic growth in 2016.
- The City was ranked top in the nation for Millennials buying their first home, according to SmartAsset.



Sec. 58-11. - Best interest acquisitions.

The village may acquire or contract for 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 that support its determination, and such contracts shall be placed on the regular village council agenda. This provision may not be used to contract for goods or services which such contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended.

(Ord. No. 2014-11, § 2, 7-10-2014)



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Police Department

ITEM #7: Approve Interlocal Agreement - Police Dispatch Services for the Town of Lake Clarke Shores

SUMMARY: The Police Department is requesting that the Village enter into an Interlocal Agreement with the Town of Lake Clarke Shores to provide police communications dispatch services for its Police Department. The Village has provided dispatch services to the Town for more than twenty-two (22) years.

The Village first began to provide dispatch services to the Town of Lake Clarke Shores in October 2000 (Resolution No. 2000-69), and four renewal agreements (Resolution No. 2005-91, Resolution No. 2010-46, Resolution No. 2013-38, and Resolution No. 2019-02) have been approved following the initial Agreement for services. The most recent Interlocal Agreement's 5-year renewal period expires on September 30, 2023.

If approved, the Agreement will commence for a five (5) year term, commencing October 1, 2023.

During their meeting on July 11, 2023, the Town Council of Lake Clarke Shores authorized the Agreement for a five (5) year term commencing October 1, 2023.

The proposed Interlocal Agreement was prepared by the Village Attorney and reviewed by the Police Chief.

FISCAL IMPACT:

The Town of Lake Clarke Shores and the Village have agreed to a base annual fee for dispatch services in the amount of \$59,594.42 beginning on October 1, 2023 (first year). Additionally, for each of the remaining years within the proposed Agreement, the Town will pay the Village the base amount plus an additional 3% (for each year of the Agreement) or an annual adjustment of the Consumer Price Index (CPI) for each year of the Agreement, whichever is greater.

ATTACHMENTS:

1. Resolution No. 2023-44 Renewal of Lake Clarke Shores PD Dispatch Services
2. Interlocal Agreement Lake Clark Shores Dispatch

RESOLUTION NO. 2023-44

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, RENEWING THE PUBLIC SAFETY DISPATCH INTERLOCAL AGREEMENT WITH THE TOWN OF LAKE CLARKE SHORES THAT WAS PREVIOUSLY APPROVED BY RESOLUTION NO. 2013-38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at their meeting on September 14, 2000, the Village Council adopted Resolution No. 2000-69 authorizing the execution of an agreement for Village Police Department to provide dispatch services for the Town of Lake Clarke Shores for a period of five (5) years from October 1, 2000 to September 30, 2005; and

WHEREAS, on October 27, 2005, the Village Council adopted Resolution No. 2005-91 renewing this agreement for an additional five (5) years from October 1, 2005 to September 30, 2010; and

WHEREAS, the Village Council adopted Resolution No. 2010-46 on August 26, 2010, to renew this agreement for an additional five (5) years from October 1, 2010 to September 30, 2015; and

WHEREAS, the Village Council adopted Resolution No. 2013-38 at their meeting on July 25, 2013, authorizing the execution of an agreement for the Village of Palm Springs Public Safety Department to provide dispatch services to the Town of Lake Clarke Shores for a period of five (5) years to July 25, 2018; and

WHEREAS, the agreement provided it would automatically renew after the initial term if neither party objected to the renewal; and

WHEREAS, at their meeting on November 13, 2018, the Town Council of Lake Clarke Shores adopted Resolution No. 18-31, authorizing the renewal of the agreement for another five (5) year term commencing October 1, 2018;

WHEREAS, the Village Council wishes to acknowledge renewal of the Interlocal Agreement with the Town of Lake Clark Shores Public Safety Dispatch Interlocal Agreement with the Town of Lake Clarke Shores for five (5) years commencing on October 1, 2023, under the same terms and conditions as set forth in the original agreement.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE

VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The Village Council of the Village of Palm Springs, Florida, acknowledges the automatic renewal of the agreement providing for dispatch services to the Town of Lake Clarke Shores for another five (5) year term that commences on October 1, 2023, under the same terms and conditions of the original agreement

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

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 17th day of August 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

POLICE COMMUNICATIONS DISPATCH INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT for Police Communications Dispatch (the "Agreement"), is made and entered into this _____ day of _____, 2023 (the day of full execution) effective on October 1, 2023, by and between the VILLAGE OF PALM SPRINGS, ("Village") and the TOWN OF LAKE CLARKE SHORES, ("Town"), both being municipal corporations located in Palm Beach County, Florida, and both being duly organized and existing under the laws of the State of Florida, and both constituting public agencies as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the Florida Constitution and Part I of Chapter 166, Florida Statutes, provides for municipal home rule and powers; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Interlocal agreements for the performance of service functions of public agencies; and

WHEREAS, the Town does not have police communications dispatch services for its police department and desires the Village to provide police communications dispatch services for its police department, and the Village of Palm Springs Police Department is willing to do so; and

WHEREAS, based upon the representation of both the Town and the Village that each is duly organized and existing under the laws of the State of Florida and that they are not prohibited by their Charter or other applicable laws from entering into and performing this Agreement; and

WHEREAS, the Town and the Village desire to enter into this Agreement for the uses and purposes herein expressed subject to and conditioned upon all of the terms and provisions of this Agreement; and

WHEREAS, the Town and the Village have determined that entering into and performing this Agreement is in the best interests of health, safety and welfare of their respective residents.

NOW, THEREFORE, for and in consideration of the foregoing recitals and premises, and in consideration of the mutual agreements, terms and conditions hereinafter set forth to be kept and performed by the parties hereto, and for the mutual general health, safety and welfare of the municipalities and their respective residents, the parties hereby mutually agree as follows:

1. **Authority.** This Agreement is entered into pursuant to Chapter 163, Part I, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

2. **Purpose.** The purpose of this Agreement is to permit the Village and the Town to make the most efficient use of their powers by enabling them to cooperate among themselves concerning public safety (police) on a basis of mutual advantage and thereby to provide police services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of each respective municipality.
3. **Definitions.** Words and phrases shall have their ordinary meaning in the construction and interpretation of this Agreement, except that words or phrases as defined herein and defined and/or used in said Chapter 163, Part I, Florida Statutes, shall control.
 - A) "Requesting Authority" means the party to this Agreement which requests the assistance of the police department of the other party to this Agreement.
 - B) "Providing Authority" means the police department of the party which may respond to a request of the Requesting Authority.
 - C) "Territorial Limits" means the areas within the municipal boundaries of the respective parties, as well as any areas outside the municipal boundaries of the party for which that party is the primary provider of police protection services.
4. **Mutual Assistance.** Persons who are elected officials, appointed officials or employees of the Requesting Authority may make a request of the Providing Authority for police assistance within the territorial limits of the Requesting Authority. Such request may be by any means of communication. Such request may be a standing request, such as police back-up in traffic stops. Such request may be indirect, such as through or from the Palm Beach County Sheriff's Department, or another law enforcement body or agency.
5. **Police Communications Dispatch Services.** In addition to other mutual assistance that may be requested and provided by the parties to this Agreement, the Town requests and the Village agrees to provide police communications dispatch services for the Town's police department. Said communications dispatch services shall be provided in accordance with the terms and conditions of this Agreement, including, but not limited to the following:
 - A) Recognition of error. Each municipality recognized there is a slight possibility that a given communication or dispatch, including without limitation, a call for emergency service, may be inadvertently misrouted by reason of electronic, manual or human error. Particularly when the misrouted communication or dispatch is an emergency call, each of the municipalities agree to use reasonable

efforts to remedy the misrouting to the extent reasonable at the time and under the then existing circumstances.

- B) Exclusive command. All Village personnel, equipment, facilities and communications and dispatch services shall be, and remain at all times and under all circumstances, under the immediate exclusive command (including without limitation, the direction, management or deployment of the Village, particularly its Police Department (PD) and its Chief of Police), neither the Town or its officials, employees, inhabitants or other persons within its municipal boundaries shall interfere with such command.
 - C) Procedure in the event of simultaneous calls for separate incidents. The Town hereby acknowledges that a real possibility exists that the Village's Police Department may receive simultaneous calls for separate incidents. In the event of such simultaneous calls, the judgment or direction and command of the Village Chief, or his senior officer on duty at the time, as to which call should receive first, present and future priority response shall be binding upon the municipalities and shall control such action and conduct and this IA.
 - D) Suggestions or complaints. Each suggestion or complaint concerning the Village's provision of communication or dispatch services shall be particularized and noticed in writing.
6. Consideration. As consideration for the Village entering into and agreeing to provide the Town with police communications dispatch services for each of the five (5) years of the term of this Agreement, the Town hereby agrees to pay the Village the below set forth sum on the below set forth due dates:
- A) Fifty-nine thousand five hundred ninety-four dollars and forty-two cents (\$59,594.42) on October 1, 2023, for the period of October 1, 2023 to September 30, 2024 (First Year).
 - B) The Town hereby agrees to pay the Village an additional 3% annually or an annual adjustment by the "Consumer Price Index", whichever is greater, on October 1st each of the following years for the remainder of this Agreement. The annual adjustments shall be according to the "Consumer Price Index" used to establish the Social Security increases published in the monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor, or its successor index, or if not, an equivalent index.
7. **Exoneration.** Subject to the provisions of Section 9 of this Agreement, the Village shall not be liable under any theory of law to the Town, and the Town for itself and its officials, employees, agents, inhabitants and persons within its municipal boundaries hereby exonerates the Village, its

officials, employees, and agents for any cessation or delay of service caused by Act of God, fire, strike, casualty, civil or military authority, insurrection, riot or other event or circumstance not within the total control of the Village.

8. **Insurance.** The Village shall carry what it deems to be sufficient insurance to protect its personnel and equipment in the event of damage or destruction, and shall provide its employees with Workers' Compensation Insurance as provided by law. The Town shall be furnished with an original fully executed certificate of said insurance which certificate must provide for thirty (30) days notice to the Town prior to cancellation.

9. **Liability.**

- A) Subparagraphs (a) and (b) of subsection (9) of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, shall apply to this Agreement, and the provision of services hereunder, and the municipalities expressly adopt, ratify and confirm such provisions as the same apply to this Agreement and performance hereof. These sub-paragraphs are as follows:

"(a) All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees, extraterritorially under the provisions of any such Interlocal agreement"; and

"(b) An Interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law, except to the extent of actual and timely performance thereof, by one or more of the parties to the agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility."

- B) Subsection (19) of Section 768.28, Florida Statutes, shall apply to this Agreement and the provision of services hereunder, and the municipalities expressly adopt, ratify and confirm such provisions as the same apply to this Agreement and performance thereof. This sub-paragraph provides in relevant part as follows:

“(19) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party’s negligence. This does not preclude a party from requiring a non-governmental entity to provide such indemnification or insurance.”

- C) The parties to this Agreement shall not be deemed to assume any Liability, exemptions from laws, ordinances, and rules, and all pensions relief, disability, workers’ compensations and other benefits which apply to the activities of the officers or employees of either party when performing their respective functions within the territorial limits of their respective jurisdictions shall apply, when rendering assistance hereunder, to the same degree and extent as if they were performing within their own jurisdiction. Liability for injury to personnel, and the loss or damage of equipment, shall be borne by the party employing such personnel and owning such equipment, except as may be provided in this Agreement to the contrary.
- D) All personnel costs shall be borne by the employing party. All costs of maintenance and upkeep of equipment shall be borne by the owner of the equipment, except as may be provided in this Agreement to the contrary.
- E) Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes.

10. **Construction.**

- A) Words of gender, etc. Whenever herein the context so requires, the use of the singular shall include the plural and the use of the masculine shall include other gender as appropriate, and the use of “official” shall include appointed and elected officials of the municipalities.
- B) Agreement not a transfer of power. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal agreement to provide services, including with limitations, services as authorized by Chapter 163, Part I. Florida Statutes. The Town and the Village’s Councils shall each retain all legislative authority with regard to the respective governing bodies. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers’ compensation and other benefits which apply to the activity of officers, agents or

employees of any public agents or employees of any public agency when performing their respective function within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal agreement.

- C) Joint preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
- D) Entire agreement. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions or obligations other than those herein contained. This Agreement shall supersede all previous communications, representations, proposals or agreements, either oral or written, between the municipalities hereto and not herein contained.
- E) Amendment or modification. No amendment or modification of this Agreement shall be binding unless:
 - (1) approved by majority vote of a quorum of each of the municipality's town councils and/or commissions on an appropriate motion duly made, seconded and passed; and
 - (2) reduced to writing, executed, delivered and filed with the Clerk of the Circuit Court of Palm Beach County with the same formalities as this Agreement.
- F) Binding effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable assigns; but no person not a direct party to this Agreement shall be or be deemed to be a legally entitled third party beneficiary hereof.
- G) Governing law and venue. This Agreement and all services contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflict of law's principle. Venue of all proceeds in connection herewith shall be exclusively in Palm Beach County, Florida; and each party hereby waives whatever their respective rights may have been in selection of venue.
- H) Agreement administrators. Each of the municipalities hereby designate their respective chiefs of their police departments, or

their designees, or, in the absence of the designated person, their acting chiefs, to be their Administrator and liaison for the performance and receipt of performance of all services and action under this Agreement. Said contract administrators shall be the points of contact for all operational matters between the municipalities.

- I) Effective date. This Agreement shall be effective on the later of October 1, 2023, or its full execution and filing with the Clerk of the Circuit Court in and for Palm Beach County.
- J) Waiver. No delay or failure by either municipality in enforcing or insisting on strict performance of any of the terms or provisions hereof shall be deemed a waiver of any other or further term or provision of similar or dissimilar nature or of any continuing waiver.
- K) Term. The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2023 and terminating September 30, 2028.
- L) Breach, notice, cure and default.
 - (1) Neither of the parties shall be charged with any breach, nor shall this Agreement be terminated for cause, except upon written notice particularizing the breach. The Florida Governmental Conflict Resolution process provided for under Chapter 164, Florida Statutes, shall be complied with prior to any notice of default and termination for cause being given, after which written notice of default and termination may be given.
 - (2) Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.
- M) Termination.
 - (1) This Agreement may be terminated for cause at the end of the calendar month next following the month in which notice of default and termination was properly served.
 - (2) This Agreement may be terminated without cause upon notice from either municipality to the other delivered not later than six (6) months preceding the next following year of the term, and any such notice shall be effective only at the end of the current year of the term.

N) Notice. All formal notices affecting the terms or provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the municipality as designated below, until such time as the municipality furnishes the other written instructions for such other notice delivery.

(1) For the Town of Lake Clarke Shores:

ATTN: Town Administrator
1701 Barbados Road
Lake Clarke Shores, FL 33406

With a copy to: Chief of Police

(2) For the Village of Palm Springs:

ATTN: Village Manager
230 Cypress Lane
Palm Springs, FL 33461

With a copy to: Chief of Police

IN WITNESS WHEREFORE, each of the municipalities has by appropriate motion of its Town Commission or Council authorized and cause this Agreement to be made, executed (signed by its Mayor and attested by its Town Clerk) in triplicate (one original for each municipality and one for filing) and performed.

EXECUTED BY LAKE CLARKE SHORES this 11th day of July, 2023.

ATTEST:

TOWN OF LAKE CLARKE SHORES

By: Mary Pinkerman
Mary Pinkerman, Town Clerk

By: Gregory P. Freebold
Gregory P. Freebold, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Town Seal)

By: Chris H. [Signature]
Town Attorney

EXECUTED BY VILLAGE OF PALM SPRINGS this ____ day of _____,
2023.

ATTEST:

VILLAGE OF PALM SPRINGS

By: _____
Kimberly Wynn, Village Clerk

By: _____
Beverly Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Village Seal)

By: _____
Glen J. Torcivia, Village Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Administration

ITEM #8: Approval of the Village Attorney Agreement - Torcivia, Donlon, Goddeau & Rubin, P. A.

SUMMARY: Torcivia, Donlon, Goddeau & Rubin, P.A., has provided professional legal services to the Village since November 2007. Mr. Torcivia and his staff have developed a good working relationship with the Village, which resulted in positive legal solutions/outcomes for the Village.

The scope of work provided varies and includes, but is not limited to:

- Growth management/annexation advice
- Review of the Village's resolutions, ordinances, contracts, etc. for legal form and sufficiency
- Provide legal opinions/interpretations
- Labor and employment counsel
- General litigation representation
- Attendance at all Village Council meetings, Code Enforcement Special Magistrate Hearings, and Planning & Zoning Board meetings

Mr. Torcivia is requesting to renew the expiring agreement (September 30, 2023) with the following proposed amendments:

- A new term that would expire on September 30, 2025
- An approximate 6% increase in compensation for attorneys (\$235 per hour), with an annual increase of \$5 per hour beginning October 1, 2024
- A commitment to providing the Village with any proposed compensation adjustments by June 30, 2024 (prior to the Council's budget workshop)

FISCAL IMPACT:

Funds to support legal services from Torcivia, Donlon, Goodeau & Rubin, P.A. are within FY 2023 General Budget.

ATTACHMENTS:

1. Legal Services Agreement 2023-2025

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is entered on ____ day of _____, 2023, by and between the **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation ("Village") and **TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**, a corporation authorized to do business in the State of Florida ("Firm").

RECITALS

WHEREAS, the Firm has served as Village attorney since November 8, 2007;

WHEREAS, the parties have decided to update and restate their Legal Services Agreement;

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: FIRM'S SERVICES. The Firm shall be the Village Attorney and shall provide the Village with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Village Council or Village Manager, including:

- a. To attend all regularly scheduled meetings of the Village Council, Code Enforcement Magistrate, Land Development Board, and any specially called meetings of the Village Council or Village Boards as requested by the Mayor, Village Council, or Village Manager; and
- b. To meet with the Village Manager, the Village Clerk and other Department Directors and staff members on a regular basis, or otherwise upon reasonable notices as agreed upon by the Attorney and Village Manager; and
- c. To be available upon call, at all reasonable times, to communicate with the Village Manager, Department Directors, and Staff regarding legal matters; and
- d. To prepare or review all Resolutions, Ordinances, Charter amendments, Referenda, and Contracts, and review all Council Agenda Items for legal form and sufficiency; and
- e. To give legal opinions and interpretations as requested. All requests for legal opinions, preparation of Resolutions, Ordinances, and other items shall be directed to the Attorney from the Mayor, Village Council, Village Manager, or Department Directors (by approval of the Village Manager); and
- f. To undertake representation of the Village in matters of general litigation upon the request of, and authorization by, the Village Council or the Village Manager in accordance with the Village of Palm Springs Charter and Code of Ordinances; and

- g. To represent the Village at Administrative and Judicial Hearings, at depositions, mediations, and settlement conferences; and
- h. To prosecute all code enforcement actions; and
- i. To participate in the drafting of the redrafting of the Village Charter and Code of Ordinances, as agreed to by the Village.

SECTION 3: TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall continue until September 30, 2025, unless extended by the Village Council or until such time as this Agreement is terminated as stated herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Firm of such occurrence and either the Village or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Firm for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. Compensation. The Village agrees to compensate the Firm at the rate of \$235.00 per hour starting October 1, 2023 for services performed by the Firm's attorneys with a \$5 per hour annual increase (each October 1st commencing October 1, 2024) and \$95.00 per hour for the Firm's legal assistant's preparation of documents or other services which exceed thirty (30) minutes of time. Time shall be invoiced in increments of 0.10 hours.

b. Alternative Fee Recovery. Should anyone other than the Village be required to pay attorney's fees, the hourly rate for attorney's fees will be the greater of the amount charged the Village and the amount to be determined by the Court.

c. Reimbursements. The Village will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long-distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- i. In-house photocopying will be paid at the rate of twenty-five cents (.25) per page (with each invoice specifying the number of copies for which reimbursement is sought).
- ii. The Village will not pay for local facsimile transmissions.
- iii. Any travel, per diem, mileage (IRS rate), or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes.
- iv. The Village does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.
- v. For all disbursements, the Village requires copies of paid receipts, invoices, or other documentation acceptable to the Village Manager. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

d. Invoices. The Firm shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation.

SECTION 5: INDEMNIFICATION. The Firm, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Firm, its officers, directors, employees, representatives and agents employed or utilized by the Firm in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Firm, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 8: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives, or agents performing services for Firm pursuant to this Agreement shall

have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 9: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Village's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Firm, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation	\$statutory limits

The certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 11: SUCCESSORS AND ASSIGNS. The Village and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. 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.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Firm shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Firm 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, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Firm 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 Firm will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of Palm Springs
Attn: Michael Bornstein, Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Firm, shall be sent to:

Torcivia, Donlon, Goddeau & Rubin, P.A.
Attn: Glen J. Torcivia, Esquire
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Firm agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Firm fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Firm to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 26: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the FIRM acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: PUBLIC RECORDS. The Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Village to perform the service.
- b. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Village.
- d. Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Firm or keep and maintain public records required by the Village to perform the service. If the Firm transfers all public records to the Village upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm 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 FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE VILLAGE OF PALM SPRINGS, ATTN: VILLAGE CLERK, AT (561) 584-8200 ext. 8431, KWYNN@VPSFL.ORG, 226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461.

SECTION 29: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 30: SCRUTINIZED COMPANIES.

- a. The Firm 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 Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm

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 Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm 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 Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

e. The Firm agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Firm shall immediately notify the Village of the same.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth above.

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

ATTEST:

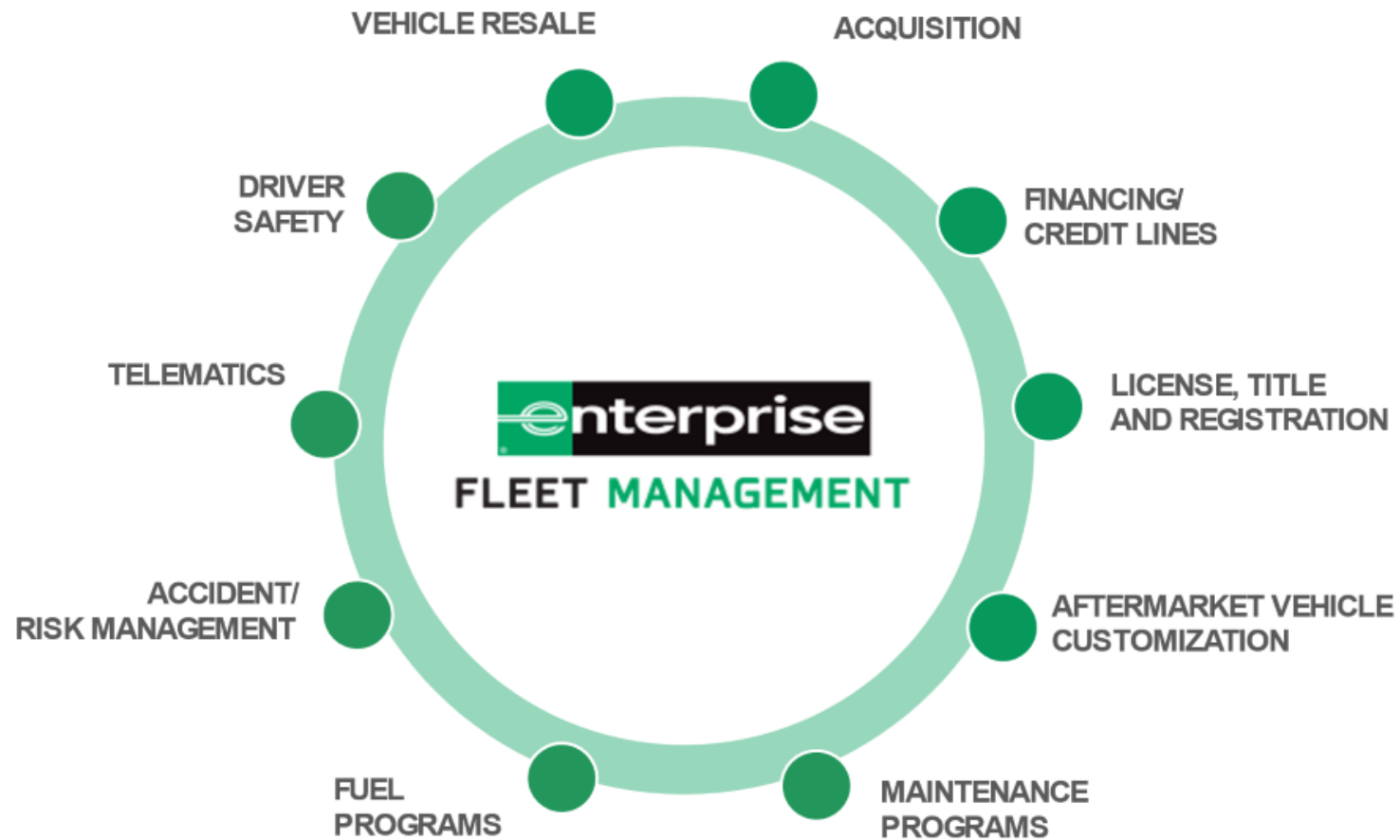
Kimberly Wynn, Village Clerk

TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.

[Corporate Seal]

By: _____
Glen J. Torcivia, Esq.

THE ENTERPRISE SOLUTION





Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: HR Department

ITEM #11: Approval of Employment Regulations Handbook Revisions

SUMMARY: The Village of Palm Springs Employment Regulations Handbook was established on October 10, 1996 per Ordinance No. 96-07. The last revision of the employee regulations was completed on October 28, 2008 (Ordinance No. 2008-07). The handbook revisions proposed reflect changes and/or updates to village policies and procedures as well as updates to state laws. The revisions also meet current practices of the Village.

These regulations provide a clear set of guidance for all Village employees by providing policies, procedures, and appropriate conduct as a Village employee.

The Human Resources Director is responsible for the provisions regarding the employee handbook and will bring forward any amendments to the Village Council through the Village Manager.

Key Summary of Changes:

- Added the Human Resources department roles and responsibilities
- Updated Village Policies and Procedures to align with the creation of the Human Resources department and Village practices
- Probationary Period - Changed from one year to six (6) months
- All Village employees are "at will" employees and shall serve a defined probationary period of six (6) months.
 - Time Before Promotion or Transfer, employees are expected to pass their probationary period before being considered for a promotion or transfer. This regulation may be waived by the Village Manager for a good cause.
- Defined benefits deductions for terminated employee.
- Personal Use Vehicles – Added language for taxation.
 - Employees using take-home vehicles need to keep an odometer log showing travel to and from home and work. The percentage of personal use can be calculated for tax purposes.
- Bereavement Leave – Added additional immediate family members covered
 - For purposes of this policy, an "immediate family member" means an employee's spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner's parents, domestic partner's children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian
- Donations of Personal Leave Time or Comp Time – Added donation of comp time option.

- It shall be the policy of the Village to permit an employee who has a minimum of 120 hours of personal leave time the opportunity of donating accrued personal leave time or comp time to a designated employee in extraordinary circumstances.
- Added Village Dress Code Policy
- Added reference to both the approved Social Media and Tuition Reimbursement Policies
- Added Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers
- Added Local Emergency Pay Conditions

The proposed revisions were prepared by the Human Resources Director and reviewed by the Village Attorney and Department Directors.

FISCAL IMPACT:

There is no fiscal impact

ATTACHMENTS:

1. Ordinance No. 2023-08 Revised Employment Regulations
2. Exhibit "A" Village of Palm Springs Employment Regulations Handbook Revision

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING REVISED EMPLOYMENT REGULATIONS FOR VILLAGE EMPLOYEES; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Ordinance No. 96-07 on October 10, 1996, establishing uniform, workable and enforceable employment regulations for persons employed by the Village; and

WHEREAS, THE Village Council adopted Ordinance No. 2008-07 on August 28, 2008, to revise the Employment Regulations; and

WHEREAS, the Village recognizes the need to revise the employment regulations to reflect changes more accurately in State Laws and changes in Village Policies and Procedures with regard to employment as a result of these laws.

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

Section 1. Employment Regulations: adopted. The Village Council of the Village of Palm Springs, Florida, hereby adopts the revised Employment Regulations, a copy of which is attached hereto as **Exhibit “A”**, and which is incorporated herein by reference; and

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

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

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

Ordinance No. 2023-08

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 the Ordinance duly passed and adopted this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



**EMPLOYMENT REGULATIONS AND
PERSONNEL POLICIES/HANDBOOK**

Revised and Approved by Village Council: _____, 2023__

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A Great Place to Work

Our Mission

To provide high quality and efficient municipal services and programs to a culturally and economically diverse community.

Our Vision

To create a Flourishing Community that is a “Great Place to Call Home”.



CORE VALUES



RESPECT

WORKING WITH AND VALUING OTHERS
EVEN IF THEY ARE DIFFERENT
AND HAVE DIFFERING OPINIONS.



*Everyone has something to
contribute towards achieving
our common goals.*

COMMUNICATION



ENGAGING IN MEANINGFUL DIALOGUE ABOUT THE ORGANIZATION IN
ORDER TO KEEP EVERYONE INFORMED, CURRENT, AND FOCUSED.



*The concise, regular, and consistent flow of information coupled with an
equal dose of active listening eliminates confusion, mistakes, and fear.*



Integrity

BEHAVING HONORABLY AND
HONESTLY EVEN WHEN NO ONE IS
WATCHING.

..... **Do the right thing!**

TEAMWORK



WORKING WITH OTHERS MULTIPLIES THE END RESULTS
AND WILL BE GREATER THAN DOING THE SAME JOB
INDIVIDUALLY IN SILOS.



*Together we are
stronger and more
capable than we
are alone.*



ACCOUNTABILITY



BEING RESPONSIBLE FOR OUR WORDS, OUR ACTIONS, AND OUR RESULTS.
Everyone is equally held to the rules and shared values.



SERVICE Excellence

STRIVING EACH DAY
TO EXCEED EXPECTATION.

*How we provide service matters to both
outward facing and internal interactions.*



QUALITY



HOLDING HIGH STANDARDS IN EVERYTHING WE DO.
What we do is important, and it should reflect the best within us.

Chapter 1: Overview

1.1 Purpose

These employment regulations are a comprehensive, up-to-date version of the personnel policies of the Village of Palm Springs. It is applicable to all employees, unless specifically exempted as stated herein. Where an employee is also covered by an existing Collective Bargaining Agreement (“CBA”), these policies will apply unless a conflict exists, in which case the CBA shall control with respect to the conflicting provisions. Similarly, in the case of a conflict between an employment agreement and these policies, the employment agreement shall control.

The personnel policies of the Village are based upon the following principles:

- Equal employment opportunity without unlawful discrimination based on race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law.
- To provide fair and equitable compensation and benefits as determined at the discretion and judgment of the Village Council and within the limitations of the Village’s budget as adopted or amended from time to time.
- To improve and utilize employee skills, to provide high quality work performance, personal growth, and job satisfaction.
- To reward employees for meeting or exceeding performance standards, to improve deficient performance to the extent feasible and appropriate, and to separate those whose deficient performance is not improved or who otherwise perform or conduct themselves in a manner that is incompatible with continued employment, as determined by the Village.
- To provide mechanisms which encourage understanding and communication among employees at all levels of the organization, relating to workplace occurrences.
- To recruit, select, and retain employees based upon their knowledge, skills, and ability to perform the duties of their position.
- To provide a professionally administered personnel system based upon policies and procedures which are uniform, reasonable, and fair.
- To provide safe working conditions conducive to efficient, effective, and high-quality public service to the residents of the Village.
- To provide necessary services to the Village and its residents in an efficient, cordial, ethical, and professional manner.

NOTICE

The Human Resources Director is responsible for:

- The provisions of these policies

- Periodically review of the Employee Regulations and makes recommendations to the Village Council through the Village Manager for amendments.

The following employment regulations contain certain policies of the Village of Palm Springs relating to your employment. These regulations are intended to help Village employees: (1) understand the personnel programs of the Village; (2) clarify personnel action to further the efficient operation of the Village and decrease the possibility of inappropriate or unlawful workplace behavior; and (3) work together in achieving our common goals.

The contents of these regulations are presented for your information. Nothing in this Handbook is intended to, or shall, create any contractual obligations of any kind and all provisions in these regulations are subject to change by the Village at any time with or without prior notice. No policy, benefit, or procedure set forth in the Handbook implies or may be construed to imply that these regulations contain obligations of the Village, or otherwise constitutes any contract of employment. All Village employment in non-bargaining probationary, seasonal, part-time, and temporary positions is at-will, and nothing in these regulations is intended to alter this employment-at-will relationship, nor does it create an express or implied contract between employees and the Village for any specified period of employment. Importantly, no verbal or written communication made to you by any Village employee may alter the at-will nature of Village employment. Only a written contract of employment approved by the Village Council, designated as such, signed by the Village Manager, approved by the Village Attorney, and attested by the Village Clerk may alter the at-will nature of Village employment. Further, all policies, benefits, compensation structures, and programs provided to employees are subject to funding through the budget process and may be amended or terminated at any time, in the discretion of the Village Manager or the authorized designee, with approval of the Village Council.

To the extent a particular statute, rule, or regulation is amended, any such applicable amendment will control in the event it conflicts with a corresponding policy contained in these regulations.

Nothing contained in these policies is intended to waive any legal, equitable, or other defense available to any claim, complaint, or cause of action (collectively, "Claims") asserted by an employee or former employee against the Village. To the extent that a particular law, statute, rule, or regulation does not apply to the Village because of its size, number of employees, or otherwise, nothing in these policies and procedures should be construed as a waiver of any corresponding defense to any Claims asserted under any such law, statute, rule, or regulation.

These regulations have been enacted for the following purposes:

- To provide a uniform system of personnel administration for Village employees in accordance with all rules, regulations, and ordinances of the Village of Palm Springs.
- To ensure that recruitment, selection, placement, promotion, retention, and separation of Village employees are based upon an employee's qualifications and fitness and are in compliance with federal and state law.

- To assist employee supervisors and managers in the development of sound management practices, and to make effective and consistent use of human resources throughout the Village.
- To promote communication between employees at every level.
- To establish, ensure, protect, and clarify the rights and responsibilities of employees, supervisors, appointed, and elected officers.

1.2 Application

These regulations shall apply to all Village employees. These regulations shall constitute the rules and regulations applicable to employees, and they shall be enforceable by law. These regulations may be used as guidelines for those persons not covered by them. Any other rules, ordinances, state, or federal laws shall be supplemental to these regulations. If there is any conflict between these regulations and any other law, the more stringent provisions shall prevail, except where otherwise prohibited by law.

Violations of these regulations may result in the full range of disciplinary action provided herein, or the general penalties established for the violation of ordinances, or both.

1.3 Waiver or Temporary Suspension of Regulations

Upon the declaration of a bona fide “emergency” any of these regulations may be waived or temporarily suspended for a period not exceeding thirty (30) days by the Village Manager, upon a written finding of necessity, reasonable notice of which shall be published to the Village employees in a form and at a time determined most practical by the Village Manager, but prior to implementation of such waiver or suspension. Temporary waivers or suspensions of regulations not affecting more than five employees may be made by the Village Manager, without notice to all employees, as otherwise required herein. It is the intent of the Village Council that this section be self-executing without need to formally amend or repeal any other section, term, or provision of these regulations. Upon affirmative vote of four Village Council Members such waiver or suspension shall be terminated.

1.4 Stewardship

Pursuant to Article II, Section 8, Florida Constitution; Chapter 112, Florida Statutes “Code of Ethics”, as amended from time to time, and the “Conduct of Government Employees” statement issued by Government Finance Officers Association, Village employees shall be held to the highest ideals of honor and integrity. It is the policy of the Village that all employees will demonstrate in all public and personal relationships such conduct as to merit respect, trust and confidence of other governing officials, other employees, and Village residents as well as the public at large.

1.5 Disclosure of Certain Information

Employees of the Village should remember they are employed by and work for their neighbors. Any information not generally available to members of the public and gained in the course of Village business is protected from public disclosure or use by Village employees. Information regarding Village business will only be discharged through proper channels so as not to place anyone or any business in a preferred position. A preferred position includes any information that could inure to a person's financial, political, or social gain. See also Section 112.313(8), Florida Statutes, as amended from time to time.

1.6 Village Time

Village employees may engage in minimal personal business which does not adversely affect their job responsibilities so long as such personal business does not consume more than fifteen (15) minutes total per day or necessitate driving more than one (1) mile total outside the Village per day. Personal business conducted on Village time includes all personal phone calls and e-mails, regardless of whether a personal cellular telephone is used to make or receive the call.

1.7 Village Property

Every employee of the Village is responsible for certain Village property. Such property is for the use of the employee in the performance of job duties only and remains the property of the Village regardless of its location. Village property is defined as information, software, electronic media, tools, publications, audio visual equipment, computers, communications equipment, office supplies and equipment, uniforms, keys, furniture, vehicles, plumbing, electrical, building construction and utility supplies.

On occasion the Village will send an employee to a work-related seminar or class. Any materials, books, or other learning aids received during the seminar or class are property of the Village (unless otherwise noted).

Upon termination of Village employment, the employee shall return all Village property the employee has acquired in the course of employment to the Department Director. Employees are expected to return all Village property with an accompanying inventory list on or before the last day of employment.

1.8 Equal Employment Opportunity

It is the policy and practice of the Village of Palm Springs to treat all employees with dignity and respect and to provide equal opportunity to all persons without regard to race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other

category protected by applicable federal, state, or local law. In addition, the Village of Palm Springs prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. This policy covers all personnel actions affecting hiring, job assignments, training, promotions, transfers, compensation, discipline, termination of employees, or any other tangible employment benefit or term or condition of employment.

The Village of Palm Springs will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship or where doing so would cause a direct threat to the health or safety of the individual or others. Similarly, the Village will make reasonable accommodations for physical or mental conditions related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, absent undue hardship, in accordance with applicable law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. If, during the course of employment, an employee sustains any type of physical or mental impairment which limits the employee's ability to perform the essential functions of their job, the Village may require that the employee provide medical documentation regarding any such impairment and, if appropriate, identify specific accommodations which may assist the employee. The Village will engage in an appropriate interactive process with the employee in determining potential accommodations when requested by the employee. All information provided regarding any impairment will be handled confidentially to the extent required by law. The Village further prohibits retaliation against employees making requests for accommodations.

The Human Resources Director, Village Manager or their designee shall serve as the Equal Opportunity Officer to carry out the Equal Employment Opportunity Policy and Program. The Equal Opportunity Officer shall be responsible for the Village's equal opportunity efforts and shall advise and assist staff and management personnel in all matters regarding implementation of and compliance with the Equal Employment Opportunity Policy and be responsible for the successful execution of the program, utilizing the assistance of appropriate State and community agencies.

Equal Opportunity Practices

The Village shall undertake the following actions to assure equal employment opportunities:

- (a) Periodically review all position qualifications and job descriptions to ensure requirements are relevant to the tasks to be performed. Make recommendations as needed to delete requirements not reasonably related to the tasks to be performed.
- (b) Assure that pay and fringe benefits are established using job responsibility and, along with overtime work, are administered on a non-discriminatory basis.
- (c) Inform and provide guidance to individuals who make hiring decisions so that all applications for selections, promotion, and termination, including those of minorities and women are considered without discrimination and all applicants be given equal opportunity.

- (d) This policy shall be made known to all prospective employees, contractors, and suppliers by notice contained within job advertisements, requests for proposals, bid specifications and by postings.

1.9 Americans with Disabilities Act (ADA) Policy

The Village is committed to creating an environment in which facilities for public meetings and general public use are accessible. Furthermore, the Village may provide auxiliary aids and services if necessary and if such reasonable accommodation can be provided without undue hardship to the Village. Disabled persons may request the auxiliary aids and services of their choice, which will be given consideration. Communication of accessibility will be included in Village public announcements.

The Village has a commitment to ensure equal opportunities for disabled Village applicants and employees. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such manner as to prohibit discrimination of disabled applicants and employees. Provided that the accommodation does not cause an undue hardship, every reasonable effort will be made to provide reasonable accommodations when requested from an applicant or employee.

Recruitment and selection processes will grant equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Reasonable accommodation will be provided upon request during an application/interview process, provided the accommodation does not cause an undue hardship.

Access to Facilities

The Village strives to ensure reasonable equal opportunities for qualified disabled Village employees. Reasonable efforts will be made to provide an accessible work environment, and additional accommodations, including auxiliary aids and services. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, termination, etc.) will be administered in such manner as to prohibit discrimination against disabled employees. All future construction and renovation of Village-owned buildings and facilities will be carried out in accordance with ADA Accessibility Guidelines (ADAAG). In the event an employee feels the Village may have violated employee rights under the ADA, this policy provides a grievance procedure for handling such complaints. Village staff will be trained to ensure that disabled persons may participate in and benefit from Village programs, services, and activities.

1.10 Anti-Discrimination and Anti-Harassment Policy

Village Statement and Philosophy

It is part of the Village's commitment to equality that it promotes a collegial and professional work environment where harassment and discrimination are not tolerated, regardless of color,

race, religion, sex, nationality, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status, genetic information, gender identity, or any other protected identity.

The Village is committed to maintaining a professional work environment in which all individuals are treated with respect and dignity. The Village endeavors to provide a collegial and professional work environment which promotes equal opportunities and prohibits harassing or discriminatory practices based upon color, race, religion, sex, national origin, citizenship, age, disability, marital status, pregnancy, sexual orientation, military status, genetic information, gender identity or expression, or any other category protected by law. In addition, the Village prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by law. At the Village, harassment or discrimination based on any category protected by law, whether occurring in the office, at work assignments outside the office, at office sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

In addition to its prohibition on discrimination or harassment based on a protected category, the Village prohibits any “bullying” behavior. The Village defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior has a negative impact the Village’s work environment and is unacceptable.

NOTE: Nondiscrimination Regarding Reasonable Accommodations Relating to Pregnancy. The Village makes reasonable accommodations to the known limitations of an employee relating to pregnancy, childbirth, or related medical conditions unless the accommodation would impose an undue hardship on the operation. Employees will only be offered reasonable accommodations through the interactive process and will not be denied employment opportunities based on the need to make reasonable accommodations under these circumstances. An employee will not be required to take leave, whether paid or unpaid, if another reasonable accommodation is available that does not create an undue hardship. Employees who request or use reasonable accommodations for their known limitations relating to pregnancy, childbirth, or related medical conditions will not be subject to retaliation for using or requesting the accommodation.

Definitions and Examples of Prohibited Behaviors

Sexual harassment constitutes discrimination and is prohibited. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual

jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail or any other electronic means); and other physical, verbal or visual conduct of a sexual nature.

Harassment or discrimination on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, sex, age, national origin, disability or any other characteristic protected by law or that of relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: slurs and any other offensive remarks; jokes other verbal, graphic, or physical conduct; leering, making offensive gestures, display objects or pictures, cartoons, or posters degrading a protected category; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries or degrading words used to describe an individual's protected category; suggestive or obscene letters, notes or invitations; physical conduct, such as touching, assault, battery, impeding, or blocking movements.

This behavior is unacceptable both in the workplace and by any employee in any setting outside the workplace, including but not limited to other work-related settings such as business trips and business-related social events.

Note: Consenting romantic and sexual relationships between a supervisor and an employee or between employees may lead to unforeseen complications or claims under this policy and are discouraged. A supervisor or an employee, who enters into a romantic or sexual relationship with another employee, where there exists a difference in authority between the persons involved understands that the Village reserves the right to alter the duties of persons engaged in the relationship to diminish the working hours contact, they may have with each other.

Individuals Covered Under This Policy

This policy covers all employees, appointed and elected officials. The Village will not tolerate sexual harassment whether engaged in by employees or supervisors. In addition, the Village will not tolerate harassment or discrimination engaged in by anyone not a supervisor or an employee (e.g., resident, supplier, etc.) to the extent that it affects any employee of the Village. Any supervisor or employee who has been subjected to harassment or discrimination or other violation of this policy, must immediately (within 24 hours) file a complaint with the immediate supervisor, any Department Director, the Human Resources Department, and/or the Village Manager. The Village will investigate any incident of alleged harassment or discrimination by a person who is not a supervisor or an employee of the Village. Such investigation shall be conducted to the extent practicable, and the Village will take any action it deems appropriate after evaluating all the circumstances. Allegations regarding the inappropriate behavior of Village employees or officials will be investigated. The Village requires reporting of all incidents of harassment or

discrimination, regardless of who the offender might be, in accordance with the method set out below.

1.11 Reporting a Complaint

Notification

An individual who believes they have been subjected to harassment or discrimination, or other violation of this policy, must immediately (within 24 hours) report the incident to the supervisor, Human Resources Department, any Department Director, or the Village Manager. In the event an employee complains of an elected official's conduct, the employee must report the conduct to one of the other elected officials and the Village Manager.

When initially reported to the supervisor, the Human Resources Department or a Department Director, the supervisor, Human Resources Department/Department Director must immediately forward a written report of the complaint to the Village Manager for investigation and action. Where the complaint involves the Village Manager, the supervisor, Human Resources Department/Department Director shall forward the written complaint to the Village Attorney's office to obtain direction and assistance. In the event of a complaint about an elected official's conduct, the Village Attorney will be consulted for assistance.

Description Of Misconduct

An accurate record of objectionable behavior is necessary to investigate and resolve a complaint of alleged harassment or discrimination.

All oral reports of harassment or discrimination must be reduced to writing by either the complainant or the individual(s) designated to receive complaints.

Time For Reporting a Complaint

Employees with questions or concerns about any potential discriminatory or harassing conduct or behavior in the workplace are required to immediately (within 24 hours) bring such concerns to the attention of their supervisor(s), the Department Director, the Human Resources Department, and/or the Village Manager. Complaints should initially be made to the employee's immediate supervisor, unless the supervisor is the subject of the complaint, or if the employee is not comfortable making the complaint to that supervisor.

Supervisors and Department Directors receiving a complaint shall immediately (within 24 hours) forward it to the Human Resources Department or the Village Manager. Inappropriate comments or acts of harassment, whether physical or verbal, regarding race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law, that interfere with the working environment, or the terms and conditions of employment are specifically prohibited.

Any individual who is found to have engaged in conduct of a harassing or discriminatory nature in the workplace will be disciplined, up to and including termination. This includes, but is not limited to, harassing conduct in the form of unsolicited or unwelcome sexual overtures or physical contact. Such conduct must be reported immediately (within 24 hours) to an employee's supervisor, the Department Director, the Human Resources Department, or the Village Manager.

The Village will not retaliate against an individual who makes a report of harassment or discrimination under this policy and strictly prohibits any supervisor or employee from retaliating against a complainant. Retaliation is a very serious violation of this policy and should be reported immediately. Any person found to have retaliated against an individual for reporting harassment or discrimination will be subject to appropriate disciplinary procedures, including termination.

1.12 Confidentiality

Any reported complaint of harassment or discrimination will be promptly investigated. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances, and the extent consistent with the needs of the investigation. Employees should be aware that the Village is obligated to investigate the complaints it receives under this policy. Additionally, the Village cannot grant requests by the reporting employee, or anyone else, that the information received be ignored, be maintained "off the record", or otherwise fail to act upon the information.

1.13 Resolution of Complaint

Upon completing the investigation of a complaint, the investigator will report to the Village Manager. The Village Manager will review the investigation and determine the appropriate action to be taken. The Village Manager or designee will communicate the findings and the resolution to the complainant and alleged offender.

If the Village Manager concurs that the findings support a conclusion that a violation of this policy occurred, the violator(s) will be subject to appropriate disciplinary procedures, including immediate termination. The complainant will be informed of the disciplinary action.

If the Village Manager concurs that the findings do not support a determination that a violation of this policy occurred, this finding will be communicated to the complainant in an appropriately sensitive manner.

If the Village Manager concurs that the investigative findings are inconclusive with respect to a violation of this policy, the Village may take appropriate action to ensure that all involved individuals fully understand the policy and the behaviors prohibited by the policy. Such appropriate action may include, but is not limited to, education, training, and/or disciplinary action up to, and including, immediate termination.

The elected body shall handle the resolution of complaints regarding any of the elected official's conduct.

The actions taken by the Village Manager as a result of the investigation are final.

1.14 Discipline

Individuals found to have engaged in behavior violating this policy, whether or not such behavior constitutes harassment or discrimination as defined by law, will be disciplined, up to and including immediate termination. The discipline or recommendation for discipline will be determined by Human Resources in consultation with the Department Director. In the rare occasion where the Village Manager is found to be the violator, the Village Attorney will consult with the Village Council in accordance with applicable laws to discuss and determine appropriate action. In addressing incidents of harassment or discrimination, the Village may impose oral or written reprimands; referral to counseling, training, or education; withholding of a promotion; demotion; reassignment; temporary suspension without pay; reduction in compensation; limitation on contact between the alleged offender and the complainant; termination; any other corrective action necessary to stop the behavior complained of; or any combination of the above.

1.15 False Accusations

If an investigation results in a finding that the complainant falsely and maliciously accused another of harassment or discrimination, the complainant will be subject to appropriate discipline, as described above, including termination.

1.16 Open Door Policy

The Village of Palm Springs is committed to open communication. The Village wants to ensure that its employees' ideas, suggestions, and concerns are heard by management. It is also the policy of management to attempt to resolve concerns and disputes that may arise between or among fellow employees or between employees and their supervisors. The Village requires employees who have concerns about the workplace to bring such concerns to the attention of their immediate supervisor or Human Resources; if the concern is not addressed satisfactorily, the employee may then raise the concern with the Village Manager. This expectation applies to all employees, whether full-time or part-time, or temporary; however, bargaining unit employees may consult with their designated representative. Employees should feel free to voice ideas, suggestions, questions, concerns, or complaints without fear of reprisal, retribution, or retaliation.

Although the Village has an Open Door Policy, employees are also encouraged to resolve day-to-day issues relating to employment by initially conferring with their immediate supervisor. To the extent the issue, question, or concern is not resolved at that level, employees should then elevate the matter to the next level of management. In this regard, questions, comments, and concerns can be resolved in the most efficient manner at the lowest level of management.

Chapter 2: Recruitment

The Human Resources Department will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal opportunity requirements. All hiring efforts shall be conducted in the spirit of equal employment opportunity.

2.1 Job Posting

The Village of Palm Springs provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. The Village will post as follows or as modified by the applicable collective bargaining agreement.

- (a) The application period for regular full-time jobs must be open for a minimum of seven (7) calendar days.
- (b) Village departments may choose to advertise internally for seven calendar days while simultaneously advertising externally.

Applications

Applications for employment will include an equal opportunity clause, stating the policy of the Village. Employment applications and interviews are the starting point in gathering information about prospective employees. To be considered for employment, a completed employment application must be submitted through the Villages electronic applicant tracking system. All positions require a physical with some requiring fingerprinting and/or drug screen. Any falsification, omission, or misstatement of information on the application or during an interview will subject the employee to discipline up to, and including, termination upon discovery of the falsification, omission, or misstatement. Fraudulent conduct, false statements, or omission of information by an applicant or by others under their direction in any application shall be deemed cause for the exclusion of such applicant from employment or for discharge from the Village's employment.

Processing Requests for Job Postings

- (a) When a Village position becomes available in a department, the Department Director will submit a Position Requisition Request to the Human Resources Department for processing through the Villages applicant tracking system.
- (b) The department may be asked to assist Human Resources, as necessary, in formulating the job announcement, ads, and in determining special applicant sources.
- (c) A determination will be made by Human Resources, in cooperation with the department, whether to accept in-house candidate applications only or whether outside candidates will be considered for employment.

- (d) Human Resources will send and post job vacancies to all Village departments. In those cases where outside candidates will be considered the Village may use, for job referral purposes, only those recruitment services which do not discriminate based on race, age, color, religion, sex, national origin, physical or mental disability, genetic information, marital status, veteran or military status, pregnancy, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law, in making referrals.
- (e) Ads for local newspapers, trade publications, and professional journals will be developed and placed by Human Resources with assistance provided by the department. Funding of all general advertisements will be accomplished through the appropriate Village funds.
- (f) Human Resources will screen active application files for possible candidates through the Village's applicant tracking system. Applications are considered active for three (3) calendar months from the date of submission. Qualified candidates will be contacted to determine current interest in Village employment prior to the closing date listed on the employment notice.
- (g) The Village does not, under normal circumstances, use the services of any private employment agency, either employer or employee paid. However, such services may be used at the discretion of the Village Manager.
- (h) Applications shall be submitted to Human Resources using the Village's applicant tracking system. When the job posting is for a leadership or management level position, a resume must be submitted in addition to the application. In-house candidates interested in applying for another position within the Village should follow procedures as outlined in the regulations on transfers, or promotions.

The applications of all individuals shall be preserved by the Human Resources Department using the applicant tracking system.

- (i) No applications for a position shall be accepted after the published closing and/or receipt date. If there are not sufficient qualified candidates at the closing date the position will be re-opened and re-advertised.
- (j) Human Resources will refer all qualified applications to the department for final review and scheduling of candidates for interviews by the Department Director.
- (k) Applicants may be disqualified for consideration for employment when any one of the following conditions exist:
 - (1) They do not possess the qualifications for the job.

- (2) They have demonstrated an unsatisfactory employment record or personal record as evidenced by information contained on the application form or by the results of a reference check or other pre-employment screening.
- (3) They have made false statements of material facts, made material omissions, or practiced deception in their application.
- (4) They are physically, mentally, or otherwise unable to perform the essential duties of the position in accordance with State and Federal Laws.
- (5) The applicant is not within the legal age limits prescribed by law to perform certain positions.

2.2 Examination and Testing

- (a) In its discretion and judgment, the Human Resources Department, in consultation with the Department Director or appropriate Department supervisor, may conduct appropriate validated testing of applicants for certain positions including, but not limited to, typing tests for clerical positions and the use of Excel or other required programs for certain financial/accounting-related positions. Pre-employment examinations may be developed for certain positions based on the position's responsibilities, the qualifications required, and resources available.
- (b) An examination may consist of oral interview/application review, a structured questionnaire, practical tests, written tests, in-basket exercise, or assessment center, etc. In all cases, the testing will be job related and designed to determine the candidate's knowledge, skills, and abilities for the position.
- (c) As provided by Florida law, examinations and examination comments are confidential and unauthorized disclosure to any candidate is grounds for discipline. In certain situations, outside consultants may be contracted to assist with test development and validation.
- (d) The testing process will be administered by the requesting department. The result of any such testing shall be provided to the Department Director or supervisor for consideration during the interview process if a particular applicant is selected for an interview.
- (e) The department shall ensure that reasonable accommodations are made in test procedures to assure that qualified individuals with disabilities can be tested in an appropriate manner. The Human Resources Department shall require testing announcements to provide a way an applicant may request reasonable accommodation.

2.3 Interview Process

The employment interview is a part of the selection process. The primary function of the interview is to obtain data or information regarding candidates' knowledge, skills, and abilities not otherwise available through review of resumes or other testing mechanisms.

All Interview Questions must be approved by the Human Resources Director or designee.

2.4 Offer of Employment

- (a) A Personnel Action Request Form (PAR) will be completed for a potential hire and will be forwarded to the Village Manager for final approval to extend an offer.
- (b) After references are verified and a final employment decision reached, HR shall notify the candidate of their selection, make an employment offer, and request that the offer be accepted or rejected within a set number of days.
- (c) Offer of employment is conditional upon the results of a physical, drug screen, background and/or psychological examination.
- (d) If the offer of employment is rejected, the Department Director will decide whether to hire another candidate or to re-advertise the position vacancy.
- (e) Once a candidate accepts the employment offer, all other candidates shall be notified via the electronic applicant tracking system of their non-selection by the Human Resources Department.

2.5 Background Checks

Applicants offered employment will be subject to a background investigation which may include criminal, academic, employment, reference, and credit checks. Background checks and screenings will be conducted in a manner consistent with federal and state law. Additionally, background checks may vary depending on the essential functions and nature of the position. In addition to initial background checks, certain employees who regularly or periodically operate Village vehicles, will be required, as a condition of employment, to provide authorization for the Village to perform periodic checks regarding driving history. Such checks regarding driving history will be conducted in accordance with federal and state law. Employees operating Village vehicles will be required to provide notification of any suspension, revocation, or restriction of their license to the Village within one (1) week of such suspension, revocation, or restrictions. In no event may an employee with a suspended, revoked, or restricted license operate a Village vehicle or a personal vehicle while on Village business. Employees may be required to have certain vehicle licenses (e.g., Commercial Driver's License) for certain positions.

2.6 Work Eligibility Verification

The Village is committed to employing only individuals who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Form I-9 at the time the offer of employment is accepted, but no later than the first day of employment. The employee must also provide the supporting documents within three (3) business days of the first day of employment, or as otherwise provided by law. Before commencing work, newly rehired employees must also complete the Form I-9 if the employee did not previously do so, if the prior Form I-9 is more than three (3) years old or if the previous Form I-9 is no longer valid. Rehired employees must also complete the Form I-9 upon acceptance of the position and have three (3) business days to provide supporting documentation. Any employee whose immigration employment eligibility status changes at any time during employment must notify the Human Resources Department immediately (within 24 hours) after learning of the eligibility status change.

The Village utilizes E-Verify, which is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, to determine the eligibility of that employee to work in the United States. The Village utilizes E-Verify for all new hires as well as re-hires. New hires must be E-Verified within three (3) business days of beginning employment. If the employee is required to be E-Verified and presents a List B document, the List B document must contain a photograph. The List B photograph is to be compared to the individual during the Form I-9 process. If the employee who is required to be E-Verified chooses to present an Employment Authorization Document (Form I 766), Permanent Resident Card (Form I-551) or U.S. passport/U.S. passport card during the Form I-9 process, the Village must copy such document and keep it with the employee's completed Form I-9. The photo on such document will be compared to a photo displayed by the E-Verify system during the E-Verify process to see if the two photos are reasonably identical.

2.7 Employment of Relatives – Nepotism

The Village complies with Florida law relating to the restriction of employment of relatives. As such, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the Village in which the official is serving or over which the official exercises jurisdiction or control, any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in the Village if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the Village, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative of the individual is a member.

- (a) One relative would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other.
- (b) One relative would be responsible for auditing the work of the other.

- (c) Other circumstances exist, which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Village's interest and their own.

For purposes of this policy, “public official” means an employee of the Village in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in the Village, including the authority as a member of a collegial body to vote on the appointment, employment, promotion, or advancement of individuals.

For purposes of this policy, a “relative” with respect to a public official, means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

This policy shall be interpreted and applied in a manner consistent with Section 112.3135, Florida Statutes.

Other circumstances may arise that create an actual conflict of interest, or the appearance of a conflict of interest. In such circumstances, the Village Manager or designee will have ultimate discretion and authority to determine whether a relative’s appointment to a position is appropriate.

2.8 Limitation on Spouse's Employment Opportunities

The Village does not prohibit spouses from being employed by the Village at the same time. However, when both spouses perform in the same department (i.e., Public Works, Utilities, Police, Library, Planning, Zoning and Building, Human Resources, Administration, Finance, or any other department established by the Village Manager), when necessary, will require one spouse to transfer jobs, when such job is available, or separate employment within sixty (60) days after marriage. When separation is the only reasonable and available option, the employee spouses will be asked to determine, which spouse shall remain employed. When the spouses cannot resolve the matter, the Village Manager shall make the decision. Such decision shall not be a grievable event under these regulations.

2.9 Employment of Minors

Minors may be employed by the Village in certain non-hazardous positions, subject to affirmative recommendation from the Principal or Guidance Counselor of the minor's school (if under sixteen (16) years old and during school sessions), and upon written approval of the minor's parents or legal guardian. The hiring of minors shall be in compliance with Florida Statutes Chapter 450, as amended from time to time, and other applicable State and Federal laws.

Human Resources must obtain a completed authorization form and obtain necessary signatures from the minor's parent/legal guardian and/or school, as well as obtain photocopies, and maintain accurate records, of the minor's proof of age document.

2.10 Veterans Preference

In accordance with Florida law, the Village provides a Veteran's preference in appointment and retention to qualified Veterans, spouses of veterans, and certain family members.

The following persons shall be eligible to receive preference in appointment and retention in employment:

- A Veteran who served on active duty in any branch of the U.S. Armed Forces, received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public laws administered by the Department of Veterans Affairs ("DVA");
- A disabled Veteran who is receiving compensation, disability, retirement benefits, or pension, by reason of public laws administered by the DVA and the U.S. Department of Defense;
- The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of such disability, cannot qualify for employment;
- The spouse of a person missing in action, captured in the line of duty by a hostile force, or forcibly detained or interned in the line of duty by a foreign government or power;
- Wartime Veterans as defined under Fla. Stat. § 1.01(14) who served at least one (1) day during a wartime period (Please note: active duty training does not qualify under this provision);
- An unremarried widow or widower of a Veteran who died of a service-connected disability;
- The mother, father, legal guardian, or unremarried widow or widower of a member of the U.S. Armed Forces who died in the line of duty under combat-related conditions, as verified by the U.S. Department of Defense;
- Current members of any Reserve component of the U.S. Armed Forces or the Florida National Guard.

When Veteran's preference positions are posted, the Village will provide notice in all announcements and advertisements of vacancies in covered positions that preference in initial appointment will be given to eligible individuals and will inform them of the right to an investigation by the Department of Veteran's Affairs if a non-preference eligible applicant is appointed to a position, the time limits for requesting such investigation, and the address to which the request for an investigation should be sent.

The Village's application for positions covered by the Veteran's preference laws will inquire as to whether the applicant is claiming Veterans' preference.

The Village will maintain records which document the manner of the selection and the propriety of the selection process and decision in accordance with federal and state laws.

Certain positions are not covered by Veteran's preference. Veteran's preference is not provided with respect to Village positions which are filled by officers elected by popular vote or persons appointed to fill vacancies in such offices and the personal secretary of each such officer, members of boards and commissions, persons employed on a temporary basis without benefits.

Preference in appointment and employment requires that a preferred applicant be given special consideration at each step of the employment selection process, but does not require the employment of a preferred applicant over a non-preferred applicant who is the most qualified applicant for the position.

Granting of an interview is one example of the type of special consideration which may be given to a preferred applicant. If, at any stage of the hiring process, a preference-eligible Veteran meets minimum qualifications for an open position, then they will advance to the next step in the Village's selection process. If, at any step in the selection process, a determination is made that the Veteran is not qualified to advance to a subsequent step in the selection process, such determination will receive a review at a higher level of management having authority to overturn the initial determination, to ensure whether the determination was correct.

In the event State or local Veterans preference laws and regulations are amended, such applicable amendments will control.

2.11 Appointment

The Village Manager has the authority to appoint, suspend, or remove all Village employees. The Village Manager may authorize a subordinate to exercise such powers with respect to that subordinate's department.

2.12 Application and Relocation Expenses

Unless approved by the Village Manager, the Village does **not** reimburse any applicant for travel costs in conjunction with the hiring process. Relocation costs are paid in full by the employee unless otherwise budgeted and approved by the Village Manager. The applicant should be advised of this policy by the Department Director before reporting for the interview.

2.13 Employee Onboarding and Orientation

Each new employee of the Village shall report to the Human Resources Department in Village Hall at the beginning of their first day of work for general orientation.

Forms

Human Resources will distribute and explain the various enrollments forms, etc. that must be completed by the employee.

Benefits and Regulations

Each new employee will be provided with information on employee benefits, Village Employment Regulations and operations.

Additional Information

The new hire's department shall provide additional information to each new employee, including:

- (1) Review work standards and regulations
- (2) Hours of work, time keeping, leave requests through the Villages electronic timekeeping system
- (3) Duties of the position
- (4) Safety rules and procedures, location of safety or protective equipment
- (5) Tour of the work area, including location of equipment, supplies, etc.
- (6) Introduction to co-workers
- (7) Schedule for lunch and breaks
- (8) When and whom to report absence from work
- (9) Who is responsible for performance planning and review

2.14 Position Job Descriptions

Maintenance of Descriptions

All position descriptions and job specifications for Village employees shall be maintained by the Human Resources Department. The Human Resources Director develops in consultation with the Department Director job descriptions and classifications.

Guidelines for Descriptions

The position descriptions may include: Class Title, Department Division, Effective Date, Bargaining Unit, General Purpose, Supervision Received, Supervision Exercised, Examples of Duties, Minimum Qualifications, Special Requirements, Selection Guidelines, and Approval Signatures.

No Employment Agreements

The position description does not constitute an employment agreement between the Village and the employee and is subject to change as the needs of the Village and the requirements of the job change.

Duties

Examples of duties listed in the position description are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position, if the work is similarly related or a logical assignment to the position.

Personnel Files

Each employee's current position description is maintained as part of their personnel file. Additional copies of position descriptions may be requested through the Department Director.

Updates and Revisions

Updates or revisions to position descriptions will be made in accordance with Administrative Policy, or as otherwise required by the Village Manager, in their sole discretion and with or without notice to employees. Human Resources will work with Department Directors when making updates and/or revisions to job descriptions.

Chapter 3: Employment and Performance Reviews

Where it is determined by the Village Manager that a position should be created that was not presented and approved by the Village Council through the budget process, the Village Manager shall obtain approval from the Village Council to add a position to the classification plan. However, the Village Manager has the authority to create temporary positions for a maximum period of six (6) months without prior approval of the Village Council, subject to funding in the budget, where the Village Manager determines it is in the best interest of the Village.

3.1 Types of Employees

Probationary Employee

All Village employees are "at will" employees and shall serve a defined probationary period of six (6) months. Unless otherwise provided for in a collective bargaining agreement, the probation period may be extended after a recommendation from the Department Director through the Human Resources Director and Village Manager for an additional period of up to three (3) months. The employee may receive a review of his job performance at any time but no less frequently than upon the completion of the first three (3) months of employment. The probation period is designed to give the employee time to learn the position and to give the supervisor time to evaluate the employee's potential and performance. As during regular employment, the Village reserves the

right to terminate the probationary employee's service with or without a stated reason during the established probationary period; however, Village employees remain "at will" employees even after probation, and all throughout their employment with the Village.

If a probationary employee is unable to perform the work required, the person shall be terminated as early as possible. Probationary employees who fail to meet the Village's expectations and are separated from employment shall be notified of the termination in writing by the Department Director at any time during the probationary period and a copy of said notification shall be retained in the personnel files. If an employee is terminated during probation time (6 months), they are not eligible for Personal Leave Time (PLT) payment.

At the end of the probation period, the employee is evaluated and provided with written documentation of progress. Informal evaluations may be conducted during the probationary period to assess performance and to advise employees of expectations regarding performance. Significant job deficiency(ies) shall be documented in the employee's personnel file.

If the employee successfully completes the probationary period, they shall be informed. This will be accomplished by the Village upon the recommendation of the appropriate Department Director.

3.2 Regular Full-Time Employee

An employee who has successfully completed the probationary period, is assigned to a position which is expected to continue for an indefinite duration and works a schedule which normally totals 2,080 hours per year or 2,184 hours per year for Police Department sworn police officers. Non-exempt employees in this category shall be eligible for overtime compensation as provided herein.

3.3 Part time employee

An employee who has successfully completed the probationary period, is assigned a position that regularly works fewer than thirty (30) hours per week on a continuous basis throughout the year. Except as otherwise stated, employees regularly working less than thirty (30) hours per week are not eligible for benefits. Regular part-time employees are enrolled into the Florida Retirement System (FRS). Part-time employees, receive no fringe benefits or paid time off.

3.4 Temporary Employees

An employee whose work assignment is limited in duration to six (6) months or less and works an agreed upon schedule. Temporary employees are not permanent, receive no fringe benefits or paid time off, and the hours worked are based on the area of need. Temporary employees, receive no fringe benefits or paid time off. Temporary employees can be hired through a staffing agency. The process is completed and approved through the Human Resources Department.

3.5 Casual On Call Employee

An employee who is on call to work at unscheduled dates and time. Casual employees, receive no fringe benefits or paid time off. On call employees are not eligible for FRS.

3.6 Seasonal Employees

An employee who works on a temporary basis to meet the needs of the Village during a certain period of time period - for the season but don't have benefits because they are seasonal (i.e., Camp employees). Seasonal employees, receive no fringe benefits or paid time off. Seasonal employees are not eligible for FRS.

3.7 Student Intern Employee

An employee who is regularly enrolled as a student in a recognized educational institution and is assigned to a full time, on-call, or casual position which, in the case of post-secondary students, is related to the student's course of study, and which will continue for no longer than the current semester or term at the student's school; provided, however, that subsequent work assignments may be made for the same student for periods which correspond to the student's semester or term. All Student intern funds must be available in the budget.

3.8 Personal Leave and Leave Eligibility

After six (6) months from the date of hire and at the conclusion of the probationary period employees become eligible for personal leave and other appropriate leaves accrued retroactive to the person's beginning date of employment.

If a situation arises during the first six (6) months of an employee's probationary period which requires a leave of absence, such time off, if granted will not be considered as time worked, unless required by law. Time used prior to the end of the probationary period will be unpaid leave unless it is an extenuating circumstance and must be approved by the Human Resources Director after consulting with the Department Director.

3.9 Benefit Eligibility

Employees classified as regular full-time employees shall receive all employee benefits provided by the Village the 1st of the month after 60 days of employment.

All positions other than regular full-time shall not be eligible for any benefits unless required by law.

If an employee is transferred or promoted, they remain eligible for all fringe benefits included with the previous position during the probation period for the transfer or promotion.

3.10 Performance and Evaluations

Demotion and Possibility of Discharge

If a transferred or promoted employee fails to achieve satisfactory performance in the new position, they will be given priority for the first position opening similar to the one previously held if the employee's performance in the previous position was satisfactory. If an employee had not performed satisfactorily in the previous position, the employee may be terminated from Village employment.

3.11 General Purpose for Evaluations

The functions of the employee performance evaluation are: to provide all employees, especially introductory employees, with timely reports of their progress and allow for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities and an opportunity to improve deficiencies; to provide an ongoing performance record which may become part of documentation used in making personnel actions; to provide employees with an opportunity to discuss ways and means for improvement; and to cause current job descriptions to be formulated and/or maintained.

Annual Evaluation of Personnel

All Village employees shall be evaluated at least once a year. Department Directors may choose to evaluate employees more often.

Pay Increases, Effective Date

Annual evaluations will be completed corresponding with the employee's original hire date. Pay increases will become effective the first full pay period following the evaluation date. To be eligible for an increase employees must have a satisfactory job performance based on evaluation. Employees hired before October 1, 2021, may have a different evaluation date other than their original hire date. If an employee is going from a Part-time to Full Time position the effective date for the full-time position will become the anniversary date.

3.12 Performance Evaluation Process

The Department Director or designated supervisor shall complete an Employee Performance Evaluation Form. When the evaluation is completed, the employee, supervisor, and Department Director shall meet to discuss the evaluation including, but not limited to, the relationship between the employee's performance of the job and the description of the job itself. They shall strive to reach a consensus. If there is a disagreement, or consensus is not achieved, the supervisor's comments shall take priority and the employee may, if they wish, respond in writing, and attach it to the form before it is forwarded for final review and filing. The supervisor signs the completed form and sends it to the Department Director (if other than the supervisor completing the evaluation) for review and comment and signature.

It is then returned to the supervisor who then allows the employee to read the completed form and sign it. The fully executed employee performance evaluation report shall be forwarded to the Village Manager for review and approval. Once approved by the Village Manager, the evaluation report shall be placed in the personnel file and will remain filed for the length of time required by law or policy.

The Village may amend the program for evaluating the work performance of its employees from time to time.

3.13 Unsatisfactory Performance

Employees who fail to perform at a satisfactory level shall be subject to disciplinary action up to, and including, termination. The Village may also place an employee on a Performance Improvement Plan (described below), which may include an additional period of probation.

3.14 Performance Improvement Plans

Employees who fail to meet a satisfactory performance standard in any one or more area(s) may be placed on a Performance Improvement Plan, which may also include an additional period of probation. Generally, Performance Improvement Plans are implemented for a 30–90-day period, depending on the nature of the performance issue(s). Employees placed on Performance Improvement Plans are expected to demonstrate immediate and sustained improvement of performance. All employees placed on a Performance Improvement Plan are subject to termination, transfer, extended probation, or demotion for failing to meet any requirement of the plan. Employees on a Performance Improvement Plan are also subject to termination, transfer, extended probation, or demotion for violating work rules, or engaging in inappropriate or unbecoming conduct during the Plan. Performance Improvement Plans must be reviewed and approved by the Human Resources Director prior to issuing to employee. Importantly, Department Directors, with the approval of the Village Manager and in consultation with the Human Resources Director reserve the right to terminate an employee, at any time (including during or after the completion of a Performance Improvement Plan).

3.15 Promotions

Position Posting

All openings for Village positions may be posted both internally and externally at each Village facility.

The Village seeks to fill all vacant positions with qualified Village employees following a policy of upward mobility whenever possible. Employees are encouraged to apply for any vacancy for which they may qualify in accordance with these regulations.

Time Before Promotion or Transfer

Employees are expected to pass their probationary period before being considered for a promotion or transfer. This regulation may be waived by the Village Manager for good cause.

Selection Criteria

Selection of an employee for a promotion (or lateral transfer) is based on previous work performance, education, training, knowledge of the job duties, as well as time in service.

Dispensing of Selection Process

In cases where only one (1) employee applies for a position and the person's abilities and qualifications are known to the hiring department, the formal selection process may be waived by the Village Manager.

Promotion Offers and Appointments

No offer of promotion may be made to any employee prior to completion of the recruitment and selection process. Temporary assignments may be made by a Department Director for a specified time or assignment, upon approval of the Village Manager. Such appointments are made on "acting" basis and the employee shall return to their regular position upon completion of the assignment. The actual compensation for "acting" appointments shall be set by the Department Director in consultation with the Human Resources Director and with approval of the Village Manager. See Collective Bargaining Agreements for more information.

Compensation Increase

Whenever an employee is promoted to a higher position, or whenever an employee's position is upgraded, said employee will enter the new grade/position at the entry level salary or pay rate of the new position. In the event the minimum salary amount or pay rate of the new or upgraded position does not provide a compensation increase of 4% or more, the employee shall receive the minimum of 4%. The new salary amount or pay rate, upon promotion, shall not exceed the maximum of the new pay range.

Probation Period upon Promotion

Employees promoted will be subject to the standard probation period for the new position which is ninety (90) days. Those who fail the probationary period may re-assume any prior appointment held prior to the promotion unless that position has been filled or for other reason within the discretion of the Village Manager.

Members of collective bargaining units should refer to their collective bargaining agreement for specific promotional policies.

3.16 Transfers

Position Posting

All openings for Village positions will be posted both internally and externally at each Village facility.

Application and Procedure for Transfers

Any current employee interested in applying for a lateral transfer must complete an internal application through the Village's applicant tracking system.

If the employee meets the stated requirements for the position, they will proceed through the regular hiring procedures with all other applicants as described in these regulations. Transfers are made only when the Village's service will benefit. Generally, employees are expected to serve in their current position for at least six (6) months before being considered for promotions or transfers. Current Village employees will be given priority to fill open positions subject to applicable laws.

- (a) The personnel file of the transfer applicant will be made available to the Department Director responsible for filling the open position.
- (b) If the current employee is selected, their Department Director will be advised prior to the offer being made to the employee.
- (c) If the employee accepts the position, the employee's current and future Department Director, along with the employee, will reach an agreement on a transfer date. In the event a satisfactory agreement cannot be reached on this matter, the Human Resources Director shall establish a transfer date.

Compensation

Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment, and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held shall be considered promotion or demotion.

Probation Period

Transfer employees will serve a probation period of (6) six months in the new position. Promoted employees will serve a probationary period of 90 days.

Benefits

If the position to which an employee transfers carries benefits different from those of the previous position, the benefits of the new position apply retroactively to the date of transfer upon successful completion of the new probation period. Any exceptions must be stated in writing and be authorized by the Village Manager.

3.17 Demotions

Effects of Demotion

An employee reassigned to a position in a lower classification regardless of the reason (disciplinary, voluntary, in lieu of layoff, for reasons of disability or incapacity, department reorganization, etc.) may receive a reduction in pay commensurate with the nature of the demotion as determined by the Department Director in consultation with Human Resources. No employee may be demoted to a position for which they do not possess the minimum qualifications. All demoted employees shall be subject to a six (6) month probationary period for the position to which demoted. Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification. Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification.

Notification

An employee being demoted shall generally be notified two (2) weeks prior to the demotion, except in situations where prompt action is necessary in the Village's sole discretion.

Demotion in Lieu of Layoff

An employee may be demoted rather than laid off. When demoted in lieu of layoff, an employee is eligible for reinstatement to the former position when the former position becomes available.

3.18 Personnel Records

The Village maintains personnel records and files for each employee and tracks employee-related information for internal business purposes, to comply with applicable laws, to administer the Village's employment and benefits programs, and to comply with Florida's Public Records law. In this regard, unless information is exempt or confidential under Florida law, employment records are subject to public disclosure requirements of the Florida Public Records Act. Employees wishing to review their personnel file may do so by requesting an appointment with the Human Resources Department. A representative from the Human Resources Department will be present during such review. Employees may also obtain copies of personnel file materials in accordance with the Village's public records policy.

All employee information must be kept current. Employees must provide notification, in writing, to the Human Resources Department immediately following any change of the information below but no later than seven (7) calendar days after such change.

- Name, address, telephone number, or email address.
- Emergency contact information.
- Marital status (for insurance and COBRA purposes).
- Dependent status (for income tax withholding and insurance purposes).
- Beneficiary information (for life insurance purposes).
- Bank account information (for direct deposit purposes).

Employees should be aware that because most information contained in a personnel file is not exempt or confidential under Florida's public records law, personnel file materials will be made available for review by the public upon receipt of a public records request. Exempt and confidential information will be redacted prior to the release of records. Such requests, whether they are made in verbal or written form, must be directed to the Village Clerk for prompt processing.

Separate personnel files shall not be maintained by individual Department Directors. The only exception to this policy is for the Police Department which may maintain separate internal affairs investigation files, pursuant to law.

3.19 Inspection and Copying of Records

The Village of Palm Springs shall respect the personal nature of employment information to the greatest extent possible and will not arbitrarily or capriciously disclose information without a proper and lawful public records request. It is the policy of the Village to routinely provide only the following information to prospective employers regarding Village employees:

- Job title and department; and
- Dates of employment

On a routine basis, access to information contained in the personnel file will be limited to the employee, the Village Manager, and their staff, an employee's supervisors or Department Director, Human Resources, and the Village Attorney. Files pertaining to employees who are transferred from one department to another may be reviewed by the prospective gaining Department Director.

Each employee file will contain an entry log for recording every person's access to the records and purpose.

3.20 Employee Identification Badges

The Village shall issue an employee identification badge to each employee. At a minimum, the badge shall contain the following information: color photo, employee name, position, and department. The employee identification card shall be processed by the Human Resources Department. Each employee is responsible for protecting their identification badge from loss, theft, or misuse.

Should an identification badge suffer loss, damage or destruction, such loss, damage, or destruction must be immediately reported to the employee's supervisor, Department Director, and the Human Resources Department. It shall be each employee's responsibility to ensure accurate and timely updates of information contained on the employee identification badge. All requests for re-issuance of employee identification badges shall be made by the employee to the employee's supervisor, Department Director, and the Human Resources Department. Inaccurate or damaged identification badges shall be returned to the Human Resources Department before issuance of a new badge.

Employees are required to wear the Village issued photo identification badges at all times while in the workplace or off premises when conducting official business on behalf of the Village. The badge shall be worn on a blouse, shirt, jacket, or top of the uniform or apparel, worn with the right side up so that it can easily be read, and displayed within 12 inches of the face. The badge shall be used as identification, if requested by a member of the public or another Village employee. Unauthorized or inappropriate use of the employee identification badge is prohibited and will result in disciplinary action. Employees who's uniform clearly identifies their name are not required to wear their badge (i.e., Police Officers).

Employee identification badges remain the property of the Village and shall be returned to The Human Resources Department upon termination or suspension of employment, or upon request by the employee's Department Director or the Village Manager.

Chapter 4: Separation from Employment

4.1 Retirement

Retirement is voluntary termination after having satisfied the age and length of employment requirements of the applicable Pension Plan procedures for applying for retirement benefits.

4.2 Resignation

Resignation is voluntary termination for any reason other than retirement. An employee wanting to leave the Village in good standing shall provide a written resignation to their immediate supervisor at least fourteen (14) calendar days prior to the effective date of resignation. The resignation letter should include the reason for leaving as well as the proposed effective date. Two weeks' notice is understood to mean that the resigning employee will be available for work during this time to aid in the training of a replacement. Exceptions to the time limit requirement may be granted by the Village Manager, at the Village Manager's sole discretion.

4.3 Discharge

Discharge is involuntary termination of an employee by the Village and shall occur only upon the written approval of the Village Manager.

4.4 Probationary Discharge

Probationary Discharge is involuntary termination of an employee during an established probationary period. A probationary discharge shall occur only upon the recommendation/approval of the Department Director in collaboration with the Human Resources Director.

4.5 Layoff

Layoff is discharge of an employee by the Village for lack of work, lack of funds, reduction in force (RIF), or elimination or consolidation of positions. Reasonable effort will be made for transfers to other departments when a position is open for which the employee qualifies. When the Village is able to recall employees from layoff or fill regular job vacancies during a layoff, the Village shall give equal consideration of the interested employee's ability to satisfactorily perform the position and the employee's length of continuous service with the Village in the position classification, unless a collective bargaining agreement provides otherwise. In applying this provision, where qualifications, experience and performance are equal, seniority shall govern. The Village shall provide an employee with at least two (2) weeks advance notification prior to layoff, or the length of time required by law in those circumstances, except in case of emergency. An employee on layoff must keep the Human Resources Department informed of the address and telephone number where they can be contacted and shall notify the Human Resources Department upon accepting substitute employment.

4.6 Recall obligation

If the Village is unable to contact the employee within seven (7) calendar days, at the employee's last known address or telephone number, the Village's obligation to recall the employee shall cease. The Village shall have no obligation to recall an employee after they have been on continuous layoff for a period which exceeds one (1) year. After recall, should an employee not return to work within ten (10) days, when recalled, the Village shall have no further obligation to recall that employee.

4.7 Discontinued Position

From time to time, it may be necessary to reorganize the workforce by eliminating and/or combining positions. If such reorganization occurs where an employee's position is eliminated and/or combined with another to create a new position, the Village will attempt to provide advanced notice of the reorganization. All efforts will be made to provide two (2) weeks advanced notification.

4.8 Exit Interview

Human Resources will offer to schedule an exit interview for each employee with the Human Resources Department prior to the employee's last day of employment. Temporary employees are not required and usually do not participate in the Exit Interview process, unless same is requested by the employee to further improve or enhance present employment conditions.

Copies of the completed Exit Interview will be furnished to the Village Manager and the appropriate Department Director and immediate supervisor. The Department Director or employee's supervisor may respond to statements made in the Exit Interview in writing. The response, if made, will be reviewed by the Village Manager, and filed together with the Exit Interview report. The Exit Interview shall be maintained in the employee's official personnel file.

4.9 Compensation

Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by policy and laws governing such payments. Plus, compensation time and Personal Leave Time (if they have been working for more than 6 months).

4.10 Pay Deductions

Termination pay shall be reduced by any authorized legal deductions; authorized pension plan; credit union, tax sheltered annuity; union dues; and any other amounts specifically agreed upon orally or in writing by the employee and the Village. The employee shall be responsible for deductions pertaining to health and dental through the end of the month. If the employee does not want insurance coverage for the remainder of the month coverage will cease the last day of employment.

4.11 Return of Village Property

Before the final paycheck is issued to the employee, the employee shall be required to turn in all Village property in their possession such as, all records, books, assets, uniforms, keys, tools, access badges, and passwords. The supervisor or Department Director is responsible for completing a termination checklist which ensures all appropriate items have been returned, inventoried, and receipted. The form will be submitted to Humans Resources. Failure of the terminating employee to return property will result in a deduction from final pay of non-exempt employees for the fair market value of such property, in accordance with applicable wage and hour laws. Failure of an exempt employee to return property shall be handled in accordance with applicable law.

4.12 Termination Date

The official date of termination will be the last full day the employee reports for work or is on approved leave.

4.13 Re-employment

Any former employee who resigned from the Village may be eligible for re-employment, so long as they provided the proper fourteen (14) days' notice as required in these policies. Eligibility for re-employment does not guarantee the former employee will be re-hired. It simply allows for the

opportunity to apply and be considered for the position. The Village retains the right to hire the most qualified applicants.

Application

Persons interested in re-employment shall complete a new Village application through the Village's applicant tracking system to the Human Resources Department. The individual will then proceed through the regular hiring process.

Pay

An individual re-employed in their former position may be paid the same pay rate at the time they left the Village, provided however, that the re-employment is within one (1) year of the previous resignation. The compensation of an employee re-hired to a position other than the former position will be subject to pay provisions for new hires. The accrual rate for the rehired employee will start over.

Pension Plan

Any individual re-employed shall be enrolled into the Florida Retirement System in accordance with the terms of the plan.

Personnel File

The individual's previous personnel file will be re-activated once re-employed by the Village, provided re-employment is within seven (7) years after the original resignation.

New Probationary Period

All individuals re-employed by the Village must complete a new probationary period of six (6) months.

Chapter 5: Hours of Work, Attendance, and Appearance

5.1 Working Hours

The Village of Palm Springs administrative offices are open Monday through Friday, except for Village observed holidays. Hours of operation vary by department. Working time does not include meal periods. Exceptions to the above schedule may be requested by a Department Director and established by the Village Manager in accordance with the special requirements of the respective Departments. Furthermore, the Village Manager may propose hours of work other than those specified, if necessary.

Subject to workload and the operational needs of the Village and its Departments, employees will generally be provided a meal period of at least thirty (30) minutes. Such meal break will be scheduled at the discretion of the Department Director. Non-exempt employees are prohibited from performing any work during bona fide meal periods. Non-exempt employees directed to perform work during their meal break should report such issue to Human Resources immediately (within 24 hours).

5.2 Breaks

The Village may provide employees a rest period of not more than fifteen (15) minutes, on the Village's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. Employees are generally not required to work more than four (4) hours without a rest period. (Lunch is considered a rest period.) All rest breaks and meal breaks shall be arranged by the employee at the discretion of their supervisor.

The Village will provide a reasonable break time for an employee to express breast milk for the employee's nursing child for one (1) year after the child's birth each time the employee has need to express the milk. The Village will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Nursing breaks are not compensable (paid) breaks unless the employee is completely relieved of duty during the entirety of the break. Any employee who does not believe they have been provided reasonable break time or location for expressing breast milk under this provision must notify Human Resources immediately. Human Resources will provide a response and/or correction within 10 calendar days.

5.3 Reporting for Work

Employees shall report promptly to their designated work location and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, the employee should notify the supervisor one (1) hour prior to the designated starting time daily, unless the employee is experiencing a bona fide health or family emergency (in which case the employee should notify the Department Director or supervisor as soon as possible under the circumstances). Such notification should be conducted in accordance with the directions provided by the Department Director or appropriate supervisor.

Failure to notify the Department Director or supervisor as provided herein may result in denial of the use of accrued leave for that day's absence or disciplinary action, in accordance with applicable law. Nothing in this section is intended to infringe upon or eliminate any rights an employee may have under the Family and Medical Leave Act.

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected, when possible. Notice shall be given to the employee's immediate supervisor. Tardiness, without notice, of more than fifteen (15) minutes shall constitute an unexcused absence for the duration of the tardiness and employees shall not be permitted to use Paid Leave Time to cover the absence.

Tardiness must be made up during the pay period in which it occurs, or non-exempt employees shall not receive pay for time missed involved. Notification by another employee, friend, or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

5.4 Absence without Leave

Unauthorized and unreported absences may be considered absences without leave and may constitute grounds for disciplinary action, up to and including termination of employment. Failure to report to work without notice for three (3) consecutive days will generally be considered job abandonment and the employee will be terminated.

5.5 Attendance

Daily attendance records shall be maintained using the Villages electronic time keeping system by each department, including date and time of employee absence and reason for absence. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods, and continued employment with the Village. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action. With the exception of PBA employees (until otherwise determine), the rest of the employees must use the electronic time keeping software to record their attendance.

5.6 Personal Appearance

The Village of Palm Springs considers proper dress, personal appearance, personal cleanliness, and safety, a part of each employee's job and shall be consistent with assigned duties and responsibilities. Clothing shall be businesslike and shall be maintained in good repair, clean, and pressed. An effective dress and grooming policy will contribute to creating a positive public image, establishing a consistent identity for customers, and setting a positive and professional tone for the workplace. The Village's policy is set forth below:

While the Village does not require uniforms for office staff in the workplace, it is recommended that a combination of Village issued tops be used in combination with personal clothing. Office personnel shall dress in appropriate, professional attire that is not too tight, too loose, sloppy, or too short and present themselves in a professional manner when on the job. Specific departmental policies related to dress and appearance must be approved by the Human Resources Director in consultation with the Village Manager.

Office Environment - Men	
Acceptable	Not Acceptable
Dress Pants, Dockers/Chinos	Jeans, Shorts, Cotton or Nylon Sweatpants, Athletic Attire

Dress Shirt with tie, Collared Shirt, Polo Type Shirt, or Village Issued Shirts,	Sweatshirts, T-Shirts, see-through garments
Loafers, Lace-up Shoes	Flip Flops, Thong Shoes, Hiking Boots or Hiking Sandals, Athletic Shoes Beach sandals, Gym/Tennis shoes

Office Environment - Women	
Acceptable	Not Acceptable
*Dress Pants, Dockers/Chinos, Skirts, Dresses, Mid-Calf Capri's/Crops, Leggings with a tunic or shirt covering to at least mid-thigh	Jeans, Shorts, Sweatpants, Athletic Attire, Casual Shorts, Stirrup Pants, Biker shorts
*Blouses, Sweaters, Polo Shirts, Jackets, or Village Issued Shirts, Business appropriate sleeveless blouse	Tank Tops, Sweatshirts, T-Shirts, Halter Tops, Spaghetti-strap Tops, see-through garments
*Dress Shoes with or without Heel, Loafers, Mules, Open Toed Shoes, Boots, Dress Sandals	Flip Flops, Thong Shoes, Hiking Boots or Hiking Sandals, Athletic Shoes Beach sandals, Gym/Tennis shoes

FRIDAYS – Jeans may be worn, except ones that show holes. Athletic shoes are permitted. Please note if professional meetings are held on Friday jeans are not permitted.

*Dresses and Skirts - Dresses and skirts at or below the knee are acceptable. Dresses and Skirts that do not allow the employee to bend, lift, squat, and reach without revealing underwear, under garments or outlines of under-garments are not acceptable.

*Shoes - Business appropriate, such as open and closed-toe shoes, pumps, oxfords, penny-loafers, and flats, are acceptable.

Personal hygiene - An employee's personal grooming and hygiene should reflect a clean and neat appearance without offensive or overwhelming odors.

Piercings - Piercings, other than the ear, will need to be removed (ex. Nose rings, eyebrow rings, lip/tongue rings are not acceptable.)

Any employee who requires an exception to the Dress Code based on a bona fide religious belief, ethnicity, gender identity or expression, or disability, should contact the Human Resources Department to request a reasonable accommodation. The Village will undertake to make reasonable accommodations for individuals with sincerely held religious beliefs, as well as for individuals with disabilities, as appropriate, unless doing so would create an undue hardship.

Employees reporting to work wearing clothing that is deemed to be non-compliant with a smart casual standard or in violation of this policy, will be required to clock-out and go home to change and may face disciplinary action. An employee will be considered “off the clock” when sent home in violation of this policy. Department Directors may modify the dress standard from time to time to accommodate special work projects, outside activities or department internal projects, and temporarily authorize alternate clothing that is task specific. The Department Director and Human Resources Director shall make the final determination in questionable situations.

The Department Director, Human Resources Director, and Village Manager may make exceptions to the dress code policy for special days, such as holidays or special occasions. Exceptions shall be considered regarding specific job duties and responsibilities but shall always follow the rule of business necessity. Employees may be allowed to “dress down” with Director’s approval when working on temporary projects or assignments, *i.e.*, moving of an office.

Department Directors and all supervisors and managers shall be responsible for the dress code compliance of their respective departments. Open communication is the key to consistent enforcement of the dress code policy.

Chapter 6: Electronic and Other Communications

6.1 Internet/Intranet/E-Mail/Devices

The Village of Palm Springs Internet, Intranet, Electronic Mail systems, and devices are intended to facilitate Village business objectives and communication among employees, customers, and other governmental and business associates for messages, memoranda, research, or other work-related tasks. The below provides general information. For specifics, please see the IT user policy.

The Internet, Intranet, E-mail systems, and devices are Village property and are intended for Village business. The systems and devices are not to be used for employee personal reasons or personal gain or to access, support, or advocate non-Village related business or purposes. All data and/or electronic messages created, received, or transmitted within the system or device are the property of Village of Palm Springs. E-mail messages may need to be retained as public records depending on their content if so, the Department of State Records retention schedules shall apply. These public records need to be retained by and made available to the public when requested. Failure to retain such information may result in disciplinary action, including dismissal from employment.

In addition, the Village, through its managers and supervisors will review the contents of any employee’s Internet/Intranet/E-mail communications when necessary for Village business purposes. However, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive other persons’ Internet/Intranet/E-mail messages without proper authorization. Employees who misuse Internet/Intranet/E-mail/Device privileges shall be subject to discipline up to and including termination.

All Department Directors are responsible for the implementation and adherence of this policy within their department. Department Directors (or their designees) are encouraged to work with their entire staff toward that end. In the event that any Department policy contradicts this policy, this policy shall govern.

6.2 Prohibited Uses

The Village's Internet/Intranet/E-Mail systems and devices shall not be used to create, access, or transmit any offensive, inappropriate, or disruptive messages or data. Examples of messages or data which are considered offensive, inappropriate, or disruptive include any message, video, or data which contain sexual implications, pornography, racial slurs, gender specific content, or any other comment that offensively or inappropriately addresses someone's age, sexual orientation, religious or political beliefs, national origin, gender identity or expression, genetic information, or disability, pregnancy, or any other category protected by federal, state, or local law. Employees are also prohibited from using the Village's Internet/Intranet/E-Mail systems and/or devices to engage in inappropriate workplace behavior, such as online dating or gambling.

Incidental and occasional personal use of Village systems and devices is permitted, but information and messages stored in the Village's systems and devices will be treated as business-related and may be viewed by the Village at any time with or without prior notice.

All users of the Internet/Intranet/E-Mail systems and devices are subject to discipline pursuant to the Village of Palm Springs Employment Personnel Policies, Regulations, and Handbook and all applicable state, federal, and local laws.

6.3 Social Networking, Social Media, and Blogging

*Please refer to the Village's Social Media Policy for further guidelines and information. The below provides general guidelines.

The Village takes no position with respect to an employee's decision to engage in social networking, social media, or to start or maintain a blog, vlog etc. However, it is the right and duty of the Village to protect itself from unauthorized disclosure of information.

Unless specifically authorized by the Village to do so as part of the employee's position (and with supervisor approval), employees are not permitted to blog or use other forms of social networking, media, or technology on the internet during working hours or at any time on Village computers or other Village-supplied devices. Blogging or other forms of social media or technology include, but are not limited to, video or wiki postings, chat rooms, personal blogs, or other similar forms of online journals, diaries, or personal newsletters (e.g., Facebook, Twitter, LinkedIn, YouTube, Instagram, etc.) not affiliated with the Village.

Unless specifically instructed, employees are restricted from speaking on behalf of the Village. Employees must protect the privacy of the Village, its employees, and residents. Employees are

prohibited from disclosing such information to which employees have access through their Village position and not available to the general public. However, nothing herein shall limit an employee's right to express their opinions on matters of public concern related to a political, social, or other non-personal concerns in the community. Additionally, nothing herein shall be construed as an attempt to infringe upon an individual's rights under federal, state, or local law.

Bloggers and users of social media and networking sites are personally responsible for their commentary and may be held personally liable for commentary, media, or photography that is considered defamatory, obscene, proprietary, or libelous by any offended party.

Employees may not use Village-owned equipment, including computers, Village-licensed software or other electronic equipment, Village facilities or Village time, to conduct personal blogging, social networking, or to use other social media for non-Village business.

Employees may not use blogs or social media to harass, threaten, or discriminate, against anyone associated with or doing business with the Village.

If an employee chooses to identify as an employee of the Village, some readers may view the employee as a spokesperson for the Village. Because of this possibility, employees must state that the views expressed in their blogs, postings, and other social media outlets are their own and not those of the Village, or of any person or organization affiliated or doing business with the Village.

Employees are prohibited from posting recommendations of current or former employees, current or former vendors, or other persons related to Village business in their official capacity as a Village employee or supervisor without written permission from the Human Resources Director.

Employees are prohibited from linking from a personal blog or social media site to the Village's internal or external web site.

If contacted by the media or press about a post that relates to the Village created by the Village or a Village employee in their official capacity, employees are required to refer the inquiry to the Department Director. If the Village engages in social networking activities as an organization for a public purpose, all such communications by employees must maintain and reflect the Village's standards of professionalism. Communications must strictly adhere to the Village's policies regarding confidentiality and refrain from disclosure of information exempt and/or confidential under the public records laws.

6.4 Mobile Telephone Policy

The Village discourages the use of mobile telephone devices in certain situations, while prohibiting such use in others, to promote safety, efficiency, and productivity in the workplace. Employees who violate this policy may be subject to disciplinary action, up to and including, immediate termination.

Restrictions While Driving (Non-Commercial)

Employees driving motor vehicles for Village purposes are prohibited from using hand-held mobile telephone devices. If it is necessary to use the device while in transit and hands-free is not available, the driver should find an appropriate and safe place to park the vehicle before using the device. The vehicle should be in “park” for automatic transmission vehicles or “neutral” with the parking brake applied for manual transmission vehicles. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

Restrictions While Driving (Drivers Operating Commercial Vehicles Regulated by DOT)

Drivers of Village vehicles qualifying as commercial motor vehicles are prohibited from texting while driving. Texting while driving is only permissible under DOT regulations when necessary to communicate with law enforcement officials or other emergency services.

Drivers of the Village’s commercial motor vehicles are prohibited from using a hand-held mobile telephone device while driving a commercial motor vehicle. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

Restrictions During Business Hours

All mobile telephone devices, whether personally owned or issued by the Village, should be placed in either vibrate or silent modes during meetings. During the meeting, employees should only utilize the mobile telephone device to obtain urgent information relating to the meeting or operations of the Village, or for emergency use. Emergency use is generally related to a threat to the health or safety of a colleague, family member or citizen.

Village-Issued Devices

Employees who have been provided with a Village-issued mobile telephone device shall operate the device within the terms of the contract to avoid overage charges. Broken or unusable devices shall be returned to the IT Department for reorder or repair. Employees are prohibited from directly contacting the service provider. Employees should be aware that information sent, received, or stored on Village-issued devices relating to Village business is a public record subject to Florida’s Public Records law. These public records need to be retained and made available to the public when requested. Failure to retain such information may result in disciplinary action, including dismissal from employment.

Using Personal Devices for Village Business

Employees should be aware that information sent, received, or stored on personal cell phone or other device which relates to Village business is subject to Florida's Public Records law, regardless of the fact that it is sent, received, or stored on such personal device.

6.5 Telephones and Voicemail

Employees are not permitted to incur charges on any Village equipment including telephones, cellular phones, or computers that are not directly related to Village business. Any employee who uses such equipment in violation of this policy shall be personally responsible for the full amount of any charges incurred including any interest charged by the company providing the service on the Village's equipment. Any charges incurred by employees in violation of this policy shall be deducted from the employee's next paycheck immediately following discovery of said charges, to the extent permitted by federal and state law.

Moreover, should the charges to the employee exceed the amount that may be deducted from the next paycheck, the Village shall continue to deduct the charges from each successive paycheck until the Village is completely and fully reimbursed for such charges, to the extent permitted by federal and state law.

Employees have no expectation of privacy with respect to information in voicemail because such information is the sole property of the Village and may be inspected by management or others at any time, with or without prior notice. The contents of electronic mail obtained through legitimate business purposes may be disclosed within the Village without permission of the employee. Any violation of this policy shall be subject to discipline up to, and including, termination.

The use of Village systems may not be used for solicitation of commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Furthermore, these systems may not be used to create any offensive or disruptive messages, including any violation of the Village's anti-discrimination and anti-harassment policy.

Chapter 7: Compensation, Benefits, Overtime, Salary, and Records

Employees shall be compensated on the regular pay date. The Village will not provide pay advances on wages or leave to any employee.

7.1 Overtime - General Policy

Department Directors will make every effort to maintain service level standards while keeping overtime use to a minimum. However, when overtime is worked, the Village will compensate employees for the overtime hours in accordance with applicable law.

7.2 Departmental Responsibilities

Department Directors are the authorized authority for the approval of overtime requests. It shall be the responsibility of the Department Director to determine whether overtime or compensatory time is granted to the employee when compensatory time is requested in lieu of overtime. Department Directors shall ensure that all overtime and compensatory time earned and used is recorded. Department Directors will exercise restraint in the utilization of overtime within their departments. Temporary adjustments in working hours or realignment of duties within the department should be considered as alternatives to the use of overtime. Overtime shall be considered necessary only in emergency situations, or where additional effort is needed to complete a task which is critical in nature.

7.3 Overtime Eligibility

All nonexempt employees shall be compensated for periods worked in excess of forty (40) hours worked per workweek, at a rate of one and one-half (1 and ½) times their regular straight-time rate of pay. The Village's workweek runs from Wednesday at 12:00 a.m. through Tuesday at midnight for the purpose of calculating hours worked for overtime purposes. Only time categorized as productive time will be considered when computing overtime. Productive time only includes time actually worked, scheduled Paid Leave Time with notice, compensatory leave, jury duty, bereavement, and birthday (PBA members require a 24hour notice).

Members of the Palm Beach County Police Benevolent Association (PBA) shall be compensated for periods worked in excess of eighty-four (84) hours worked in a fourteen (14) day work period, at a rate of one and one-half (1 and ½) times their regular straight-time rate of pay in accordance with the 7(k) exemption of the Fair Labor Standards Act.

Employees exempt from the overtime provisions of applicable law are expected, as part of their responsibilities, to work in excess of forty (40) hours per week from time to time as required by the requirements and needs associated with their position. Exempt employees do not receive overtime or other compensation relating to hours worked in excess of forty (40) hours per week.

All overtime work must be approved by the Department Director or their designee. While employees will be paid for all overtime work, employees who work unauthorized overtime may be subject to disciplinary action, up to and including termination.

Non-exempt employees will not be compensated for bona fide meal breaks. Non-exempt employees are prohibited from performing work during uncompensated meal breaks. In the event an employee is asked to work during an uncompensated meal break, the employee must contact the Human Resources Department immediately (within 24 hours), verbally and in writing.

7.4 Compensatory Time

Compensatory Leave (Comp Time) is defined as time off from work granted an eligible employee in compensation for hours worked in excess of to the employee's regularly scheduled work period which is forty (40) hours in one week for general employees and eighty-four (84) hours in fourteen

(14) days for police. Union members must refer to their Collective Bargaining Agreements for further guidance.

Upon request by an eligible employee, the Village may grant compensatory time off in lieu of overtime in compliance with FLSA, at the rate of one and one-half hours for each hour worked. Members of collective bargaining units should refer to their collective bargaining agreements regarding the specific policy and procedures related to Comp Time. Please note: Comp time is not an option on Holidays as it is considered “Premium” Pay.

Please refer to respective CBA for language pertaining to compensatory time.

7.5 Exempt Employees (Salaried)

Generally, employees considered “exempt” from the minimum wage and overtime provisions of applicable law include those employees holding executive, administrative, and learned professional, among others. Employees of the Village who are unsure of their status as an exempt or nonexempt employee should contact the Human Resources Department. Exempt employees are not eligible for overtime.

It is our policy and practice to accurately compensate employees in compliance with all applicable state and federal laws. If an employee is classified as an exempt employee, the salary for the position is intended to compensate the employee for all hours worked. While the salary may be subject to review and modification from time to time, the salary is a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work.

In addition to deductions as a result of enrollment in health, dental, or life insurance programs, certain deductions from the salaries of exempt employees are permissible, such as:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of safety rules of major significance.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

However, exempt employees who believe that their salary may have been improperly reduced, must report their concerns to the Human Resources Department, in writing within fourteen (14) calendar days of receipt of the payroll check reflecting the asserted deduction. To the extent that it is determined that an improper deduction was made, such amounts will be reimbursed to the employees and the Village will undertake a good faith commitment to comply in the future.

7.6 Maintenance of Time Records

Nonexempt employees are required to record all hours worked on the Village's electronic timekeeping system. Employees must clock in and out at the beginning and end of each workday or shift as well as for bona fide unpaid meal breaks. Department Directors shall review and approve their payrolls and shall report any irregularities to the Human Resources and Finance Departments immediately (within 24 hours). If not otherwise electronically recorded, time sheets shall be completed by all departments.' Falsification of time records is grounds for discipline, up to and including termination.

Exempt employees are not required to clock in and out.

Employees who believe they may not have been paid appropriately must report such concern within fourteen (14) calendar days of discovering the potential issue, both verbally and in writing, to the Human Resources Department. Employees must report both instances in which they believe that they may not have received enough compensation, as well as instances in which they believe they may have received too much compensation.

7.7 Benefits

Full-time employees will be eligible for certain benefits that the Village may offer from time to time, including, for example, health and dental insurance, retirement benefits, short-term disability benefits, and personal leave time. Participation in such benefits plans is subject to applicable plan rules and requirements. Additionally, the Village reserves the right to amend or eliminate benefits in its discretion and judgment based on operating and financial needs, subject to any restrictions imposed by law or contract.

Please see the Human Resources Department for additional information regarding benefits currently available to full-time employees.

Solely to allow the Village to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify the Human Resources Department of any changes to marital status or dependents.

Benefits after termination:

In the event the employee's last day of employment occurs before the end of the month or on the last day of the month, coverage will cease on the last day of the month of the employee's termination. Employee's whose last day of employment does not occur on the last day of the month, will be required to pay for their portion of the insurance premiums through the end of the month. In this case, the Village will deduct the employee's portion of the monthly insurance premiums from the final paycheck. If the employee has unused PLT or comp time, the Village will deduct the cost of the premiums from the employee's final PLT/comp balance to cover the cost of the premiums. If the employee does not have enough PLT or comp time to cover the premium cost, the employee will be responsible for paying the insurance premium out of pocket.

7.8 Employee Classification and Compensation Plan

There is hereby created a plan for compensation of Village employees. It is the goal of the Village to effectively compete for qualified personnel, and to ensure that salaries are equitable and commensurate with the duties performed by each employee. The Compensation Plan shall include a pay grade schedule and a pay grade level assignment list. The Compensation Plan shall be reviewed and adjusted from time to time by the Village Council and shall apply to all employees whose jobs are included on the pay grade level assignment list. Copies of the Compensation Plan shall be available for inspection at each department office. The Human Resources Director in consultation with the Village Manager shall be responsible for the continuous maintenance and administration of the Village's Compensation Plan. A periodic review will include an analysis of prevailing rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the Village Manager, in the annual proposed budget, shall recommend to the Village Council changes to keep the plan current, uniform and equitable.

Starting Pay

Original appointments to the Village service shall normally be made at the minimum of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may request a higher rate than the minimum of appropriate pay range. Increases higher than the minimum must be authorized by the Village Manager.

Across the Board Pay Adjustments

Across the Board Adjustments are discretionary periodic adjustments to the overall pay grade schedule. These adjustments are made by the Village Council, upon recommendation of the Village Manager, and if approved typically are made on the first full pay period of the fiscal year.

Administrative Salary Increase – Outstanding Performance Increase

The Village Manager may upon recommendation of a Department Director, grant a one-time administrative pay increase of 4% to an employee for performance considered by the Department Director and the Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of their pay range.

Position Classifications

Jobs with similar duties and levels of responsibility are assigned to the same pay grade level. The Human Resources Director is responsible for conducting periodic studies of various jobs when

there is an indication that employees are working above or below the established responsibilities for a position. These studies are normally initiated at the request of the Department Director. When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed at that level in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum level of the new pay grade shall be raised to the minimum level. Employees whose salary exceeds that maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for across the board pay adjustments granted by Village Council.

Exceeding the Range

Any employee whose pay rate exceeds the maximum prescribed for the pay grade level as a result of a job reclassification to a lower classification will not be reduced in pay. This does not apply to demotions, which may have lower pay rates. Such an employee will not be eligible for future performance increases until occupying a position for which the maximum pay grade level is higher than the current pay rate, however they remain eligible for across-the-board increases unrelated to merit.

7.9 Personal Use Vehicles

Employees in certain Village positions are furnished with Village vehicles and all Internal Revenue Service Regulations and Rules apply. The Village Manager may authorize the use of Village vehicles for personal use and the employee must sign a document accepting the taxation of this non-cash benefit.

Definitions

For the purposes of these subsections the following are applicable:

Personal Use Miles - Miles the Village vehicle is operated beyond the scope of employment. Commuting to and from work is considered a Personal Use.

Business Use Miles - Miles the Village vehicle is operated while performing tasks in the scope of employment.

Employee Responsibilities: Taxation

In addition to responsibilities assigned to the employee driver of the personal use vehicle under these employment regulations, the employee is responsible for payment of federal income tax on this non-cash benefit. Each employee who drives a Village provided personal use vehicle will have a non-cash benefit reported annually in the employees IRS Form W-2.

Employees using take home vehicles need to keep an odometer log showing travel to and from home and work. The percentage of personal use can be calculated for tax purposes.

Employees who are approved to use Village vehicles for personal usage must purchase additional rider insurance known as "Extended Non-Owned Coverage" to cover the employee involved in an accident and protect the Village.

Police Generally Exempted

Police officials are exempt from these provisions where the assigned vehicle is a designated police vehicle that is not likely to be used more than minimally for personal purposes because of its design. Refer to Collective Bargaining Agreement "Law Enforcement take-home vehicles" for more information about the regulations and fees.

Chapter 8: Leave

8.1 Temporary Leave of Absence (Without Pay)

Employees may, upon written request to the Department Director in consultation with Human Resources Director and subsequent approval by the Village Manager, be granted a leave of absence without pay.

Requests for a leave of absence without pay shall be made by completing a letter requesting a leave of absence at least thirty (30) days in advance of the date in which the proposed leave of absence shall begin and shall be for a period determined on a case-by-case basis. However, a leave of absence without pay shall not exceed ninety (90) days unless approved in writing by the Village Manager. The requesting employee shall state the reasons why, in the employee's opinion, the request should be granted, the date the leave is to begin, and the date of the proposed return to work. The Village Manager, upon the recommendation of the Department Director and Human Resources Director, may approve or disapprove such request. The Village Manager may consider, without limitation, the operational requirements of the Department, budgetary considerations, availability of temporary substitute employees, the performance and attendance record of the employee, and the underlying reason for the request.

Unlike leave qualified under the FMLA or ADA, no assurances of reinstatement will be given to an employee who has been granted a leave of absence without pay. Upon return, if the employee's position is in existence and is vacant, the employee shall be eligible for re-employment, provided that the employee can perform the essential functions of the position in accordance with applicable law. If the position previously held by the employee is no longer vacant or has been eliminated at the time the employee seeks re-employment, at its discretion, the Village may offer employment in another vacant position for which the employee is qualified.

Employees must exhaust all paid leave time during a leave of absence, prior to taking an unpaid leave of absence this includes compensated time. During any leave of absence without pay, at the end of the month in which the leave of absence without pay begins, all benefits shall be suspended/terminated until the employee returns to work, unless the employee elects to pay the full premiums and amounts associated with such benefits. Leave benefits will not continue to

accrue during periods of paid or unpaid leaves of absences (unless they receive a paycheck). ~~With a "Paid Leave" the employee will receive a Paycheck or Direct deposit~~

Nothing in the foregoing policy is intended to restrict or modify any rights and responsibilities of the Village and eligible employees under the Family and Medical Leave Act and/or the Americans with Disabilities Act.

Failure to return to work from a leave of absence on the expected return date, without an approved extension, may lead to discipline up to and including termination.

8.2 Jury Duty

An employee, regardless of temporary, full-time, or part-time status, may be granted a Leave of Absence with pay when called to jury duty. If an employee is called for jury duty, they shall promptly notify their immediate supervisor within five (5) days of receipt of the summons. Employees called to jury duty on their regularly scheduled days, will receive their regular salary/pay and benefits for the day(s) in which they serve on jury duty, for up to five (5) days. Such paid time will be recorded as time worked in the computation of any overtime for the pay period that the leave falls in if the employee would have worked in excess of 40 hours in the pay period. All other jury duty will be unpaid unless the employee elects to use personal leave time.

The employee must provide the Department Director with proof of jury duty service before compensation is approved.

If an employee is released from jury duty more than two (2) hours before the end of their scheduled work shift, the employee must report to work that day.

8.3 Court Appearances

Job Related

Employees required to appear in court or testify for job-related purposes shall be considered on-duty with the Village and shall receive compensation in salary/pay and benefits equal to that associated with the employee's regular duty, as long as they remit the entire amounts paid to them by the Court in connection with such Court appearance to the Village. Transportation expenses will be reimbursable in accordance with the Village's policies. Any monies received for Court appearances or subpoena fees must be forwarded to the Village's Finance Department for deposit into the general fund of the Village. Under no circumstances may an employee keep subpoena or Court appearance fees, while receiving compensation from the Village.

Non-Job Related

Employees subpoenaed to appear in court or testify for any reason unrelated to their employment with the Village, for example, divorce proceedings, custody suits, inheritance suits, bankruptcy,

personal lawsuits or claims, traffic violations, *etc.*, or for criminal actions, may use Personal Leave Time.

8.4 Domestic Violence/Sexual Violence Leave

Eligible employees will be granted up to three (3) days of unpaid Domestic Violence/Sexual Violence Leave in any twelve (12) month period, measured forward from the first date domestic/sexual violence leave is used, according to Florida Statute § 741.313, as amended from time to time. The Village shall not discriminate against an employee for exercising their rights under this policy.

Domestic Violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. Domestic violence shall also include any crime the underlying factual basis of which has been found by a court to include an act of domestic violence. Sexual violence is defined in Florida Statute 784.046 as amended from time to time.

Family or Household Member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Eligible employees may be permitted to use the leave for:

1. Seeking an injunction for protection against domestic violence or a conjunction for protection in cases of repeat violence, dating violence, or sexual violence.
2. Obtaining medical care or mental health counseling for the employee and/or family/household member to address physical or psychological injuries resulting from the domestic or sexual violence.
3. Obtaining services from a victim-services organization as a result of the act of domestic or sexual violence.
4. Making the employee's home secure from the perpetrator of domestic or sexual violence, or to seek new housing to escape the perpetrator.
5. Seeking legal assistance or to attend and prepare for court-related proceedings arising from the act of domestic or sexual violence.

Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family household member, an employee shall provide notice to the Human Resources Department as soon as possible after the employee learns of the need for the leave. If the leave is

foreseeable, such as Court dates, the employee must provide thirty (30) days' notice. The request for leave must be accompanied with sufficient documentation.

To be eligible for Domestic Violence/Sexual Violence Leave, an employee must have been employed by the Village for three (3) or more months. Domestic Violence/Sexual Violence Leave shall be granted if the employee or a family or household member of the employee is the victim of domestic/sexual violence and provides sufficient notice and documentation regarding same.

An employee seeking leave under this section must, before receiving the leave, exhaust all Personal Leave Time available.

8.5 Military Leave

The Village will comply with the requirements of and grant leave in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA), Chapter 115 of the Florida Statutes, as amended from time to time, and Florida Statute § 250.48, as amended from time to time.

Training

All commissioned reserve officers or reserve enlisted personnel in the United States military or naval service, or members of the National Guard shall receive a leave of absence without loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations when assigned to active or inactive duty. In any one annual period, leaves of absence shall not exceed 240 working hours provided that leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted without pay and without loss of time or efficiency rating.

Active-Duty Assignments

All officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States who are granted leave to perform active military service will receive their full pay for the first 30 days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active State duty for a named event, declared disaster, or operation pursuant to Florida Statute §§ 250.28 or 252.36, shall receive their full pay for the first 30 days. The leave of absence with full pay shall not exceed 30 days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active State duty may not be terminated from employment for a period of one (1) year after the date the employee returns to work, except for cause.

Employees and their dependents will continue to be eligible to participate in the Village's health and dental insurance in accordance with the requirements of USERRA.

Notice of Leave

Employees seeking to invoke military leave shall provide advance notice to the Village unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

Documentation of Leave

Employees on military leave for periods of more than 30 days shall provide the Village with such documentation that can be used to establish the employee's basic eligibility for protection under USERRA. If the employee is unable to provide satisfactory documentation of military service in excess of 30 days, the Village reserves the right to contact the military unit with assistance from the employee to obtain such documentation.

Reinstatement after Leave

Employees on military leave will be reinstated with the Village in accordance with applicable State law and USERRA. Employees who take a military leave of absence are entitled to any seniority-based rights and benefits that they would have attained had the employee remained continuously employed. The period of military leave is not considered a break in employment unless the employee indicates that they will not return from military leave.

Upon the return of any employee from military leave, as described above, the temporary services of any employee filling their position shall be terminated or any such temporary employee will be moved elsewhere in the Village's service, at the Village's sole discretion. If an employee called to active duty is a probationary employee, the remaining number of days left on the probationary status will be added following the employee's return to work.

Failure to Return after Military Leave

Should the employee not return to employment with the Village following said military leave, any Personal Leave Time accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these policies regarding payment of leave balances upon separation from employment.

8.6 Bereavement Leave

Regular, full-time employees of the Village are eligible for bereavement leave in connection with the passing of an immediate family member. Employees will receive three (3) working days of leave with pay to attend to family matters, arrange and attend funeral services, and other matters relating to the death of an immediate family member. Non-PBA employees will receive up to 24 hours (8 hrs./day x 3 days). PBA will receive 36 hours (12hr/day x 3). The Department Director may approve or deny such request in their sole discretion and may request appropriate documentation of the need for bereavement leave. Employees who need additional time off may apply for such leave under other applicable Village policies, such as the use of Personal Leave Time.

For purposes of this policy, an “immediate family member” means an employee’s spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner’s parents, domestic partner’s children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian. Employee must provide proof of bereavement to the Human Resources Department (i.e., memorial, or funeral program).

8.7 Conference and Training Leave

The Village may grant conference and training leave with pay, together with the necessary travel expenses to allow employees to attend conferences, schools, and similar events designed to improve their efficiency, if considered to be in the best interest of the Village. Employees seeking such leave and expenses must submit a request in advance to the Department Director for approval. Department Directors must submit requests to the Village Manager for approval. All requests must be budgeted.

Out of State Travel:

Travel time for non-exempt employees is considered hours worked on regular working days during normal working hours and during the corresponding hours on nonworking days. As such, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday the travel time during these hours is worktime on Saturday and Sunday as well as on the other days. Regular meal period time is not counted.

Please note, however, that the Department of Labor has implemented an enforcement policy where they will not consider time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile as compensable work time.

For example, if an hourly employee normally works Monday through Friday, 8:30 a.m. to 5 p.m., and they are required to travel by plane on a Sunday for business in another state, her travel time on Sunday between 8:30 a.m. and 5 p.m. is compensable. So, if the employee arrives at the airport on Sunday at 3 p.m. and at her destination at 8 p.m., the employer is required to pay her only from 3 p.m. to 5 p.m., the hours that correspond with her normally scheduled work hours.

Alternatively, if the employee drives herself or others at the direction of the employer rather than traveling as a passenger, all the time spent driving is compensable work time, regardless of the employee's normal work hours (8 hours a day).

Please also keep in mind that if a non-exempt employee were to perform work at the time spent away from the Village, that time would also be compensable.

8.8 Administrative Leave

Employees may be placed on administrative leave with or without pay pending an investigation that, in the Village Manager’s sole discretion, requires the employee to remain off premises.

Where the Village Manager is unavailable to make a determination as to the necessity of such leave, a Department Director in consultation with the Human Resources Director, may temporarily assign an employee to administrative leave with pay until such time the Village Manager can make a determination on the employee's leave status.

Chapter 9: Workers' Compensation

Note: Notwithstanding any provision of this policy, the Village and the employee/claimant shall retain all statutory rights under Florida's Workers' Compensation Statute.

9.1 Safe Work Habits

Each Village employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees, and to conserve Village property and equipment.

9.2 Reporting

Employees who are injured while performing their duties for the Village shall make an immediate report of the injury to their immediate supervisor. Every injury, including those not requiring medical attention, shall be reported in writing to the Department Director by the injured employee's supervisor within twenty-four (24) hours of the injury. Department Directors shall be responsible for notifying the Human Resources Department of all injuries reported by employees under their supervision and shall ensure that proper written reports are prepared and forwarded to appropriate parties.

9.3 Immediate Medical Attention/Care

If an employee is injured to such an extent that the employee requires immediate medical care, employees, supervisors, co-workers, or other witnesses to the accident should call 911 immediately for emergency assistance. If the need is not immediate, the employee should consult the Human Resources Department for additional information regarding the procedure for obtaining medical treatment.

9.4 Workers' Compensation Procedure

An employee who sustains a compensable workplace injury may be eligible to receive certain benefits depending on the nature of the injury. The first forty (40) hours following injury are charged to the employees PLT. In certain circumstances, employees may also be released and eligible for "light duty" work (if available). Additional information and guidance regarding the procedure associated with workers' compensation should be obtained from the Human Resources Department.

9.5 Retaliation Prohibited

The Village will not terminate, discipline, or take any other adverse personnel action against any employee for filing a claim for workers' compensation benefits in good faith.

9.6 Temporary Light Duty

Work Related Injuries and Illnesses

If an employee suffers a work-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Village will consider temporary alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The Village is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Village. Temporary alternate or transitional duty generally shall not exceed six (6) months at the sole discretion of the Village Manager.

Non-Job-Related Injuries or Illnesses

If an employee suffers a non-job-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Village will consider temporary alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The Village is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Village.

Chapter 10: Travel, Training, and Licenses

10.1 Training Programs, Including Seminars or Conventions

Training is any work-related program, seminar, conference, convention, course, or workshop attended by an employee whose tuition and expenses are funded in whole or in part by the Village or while the employee is in a paid status with the Village.

10.2 Reimbursement

Reimbursement for training expenses incurred by such participation shall be granted for job related courses with prior approval of the Department Director, provided funds have been appropriated for such reimbursement.

If previously approved in writing, a request for reimbursement, must be made within thirty (30) days following the completion of the course of study. Training reimbursement is generally available to only those employees who have successfully completed the employee's designated probation period.

10.3 Training Programs

- (a) Request for attendance at in-state training programs must be submitted and approved by the Department Director prior to attend. Attendance at any program or course work in excess of one (1) shift requires approval by the Department Director prior to registration. In addition, registration, travel costs, meals, and lodging costs, require approval by the Department Director prior to registration. Attendance at a training program involving out-of-state travel by an employee requires approval by the Village Manager prior to registration.
- (b) A travel request form is needed if the destination is inside or outside the County if there are any expenses paid by the Village (directly or by reimbursement)
- (c) Village-sponsored and required training shall generally be arranged during regularly scheduled work hours. A Department Director may change the standard work hours to accommodate or require attendance at such training activities. Such required training shall be recorded as time worked.
- (d) Employees who acquire training on their own time and expense are encouraged to notify Human Resources so the additional training can be noted in the employee's personnel file.
- (e) Approval for State Training Academy coursework for police officers shall be at the discretion of the Police Chief. Records of such training shall be maintained in the employee's personnel file.

- (f) The Human Resources Department shall maintain an employee training history and shall periodically audit training attendance and policy compliance.

10.4 Travel Expenses While on Village Business

It is the policy of the Village to reimburse employees for reasonable and necessary expenditures made by employees while on official Village business in accordance with the law. All expenses will be reimbursed in accordance with the applicable governing law. Extraordinary expenses must be itemized if applicable. If an employee reimbursement is necessary, the reimbursement will be handled by the Finance Department after the Travel Request Form is turned in. Travel expenses may be paid in advance (not more than one week before travel) upon approval of the Department Director. Any travel reimbursement must have a travel request form.

Overnight Trips

- (a) Lodging. Hotel and Motel expenses may be prepaid or paid by using a Village credit card, upon submittal of proper documents. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly indicated on all receipts, and a governmental rate should be obtained where it is less expensive than any other rate quoted.
- (b) Meals. Meal reimbursements for all overnight trips are as follows (governed by statute as amended from time to time): Please note Amounts will follow current rates at the time of budget completion.

Breakfast	\$ 6.00
Lunch	\$11.00
Dinner	\$19.00

Breakfast - When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch - When travel begins before 12 noon and extends beyond 2 p.m.

Dinner - When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

- (c) Mileage Allowance. Employees who utilize their personal vehicles on travel assignments will be given the Internal Revenue Service allowable rate per mile in accordance with governing laws. Each employee who drives a private vehicle on Village business must have liability insurance on said vehicle to cover business use of a personal vehicle (e.g., business use endorsement), as provided in these Regulations.

No reimbursement for mileage shall exceed the dollar amount of round-trip air fare at the coach rate of a licensed common carrier, plus auto rental, tolls, and parking, or taxi fare to the point of destination.

When two or more employees are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible. MapQuest or Google Maps must be used to calculate the trip's mileage.

(d) Out-of-State Travel. Requires prior approval from the Village Manager, in writing, and a completed Travel Request Form. Out of state travel must be budgeted.

10.5 Local Travel and Expenses

(a) Local Mileage. No mileage will be paid for commuting from an employee's personal residence to Village Hall or work location.

(b) Local Meals. Reimbursement for meals will be allowed only where the employee is attending a seminar or conference as a representative of the Village for a specific purpose, or where the employee's attendance will directly benefit the Village. No reimbursement will be allowed for meetings which are of a social nature except as may be provided by the Village Council. The request for reimbursement of local meals shall be submitted on a Travel Request Form with proper back-up attached. Any travel reimbursement should have a travel request attached.

10.6 Parking Fees

Parking Fees will be reimbursed by actual cost and receipts shall be presented. Employees must record the reason/meeting and location with the receipt.

10.7 Non-Allowable Expenses

- (a) Laundry, cleaning, or valet services (except for trips of over one week duration).
- (b) Tobacco.
- (c) Alcoholic beverages.
- (d) Entertainment.
- (e) More than one (1) personal telephone call to home per day.
- (f) First class travel accommodations when economy or coach class is available.
- (g) Meals and lodging in lieu of other meals and/or lodging the expense of which is included in the Registration fee.
- (h) Fines, forfeitures, or penalties. (Traffic tickets with Village or Personal Vehicle)
- (i) Rental vehicles except as pre-approved by the Village Manager. Rental vehicles have only been approved when employee flies to a conference and needs a vehicle to get between hotel & conference center.
- (j) Expenses of a spouse or other non-employee.
- (k) Loss or damage to personal property.

- (1) Barber, beauty parlor, shoeshine, or toiletries.
- (m) Personal postage.

10.8 Special Licenses and Membership Fees

The Village will pay directly to the agency providing the license or membership current annual dues or fees for each employee who is required by the Village Manager, or by ordinance, state, or federal law to be a member of a professional organization or who must maintain a particular certification or license as a condition of employment. Payment will be made upon approval by the employee's Department Director.

Employees who belong to professional organizations that promote individual professional growth, competence, and effectiveness in functioning as Village employees will be allowed time off with pay to attend local, state, and national meetings subject to approval by the Village Manager and budgetary appropriations.

10.9 Driver's Licenses

All employees whose duties require the operation of a Village-owned, leased, or rented motor vehicle or who operate a privately-owned vehicle while conducting official business as a part of their employment with the Village must possess a valid State Drivers' License or Commercial Driver's License and maintain a safe driving record.

Commercial License; Required

All employees of the Police, Utilities, and Public Works Departments whose job may subject them to driving commercial motor vehicles must have a valid Commercial Driver's License (CDL), in accordance with State and Federal law. Employees may be required to hold a CDL because of their position with the Village, even where the position does not operate a commercial motor vehicle in the course and scope of employment.

Drivers' Record Checks; Conditional Employment

All new employees who will be assigned work that involves operating of a Village vehicle will be required to submit to a Division of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be caused to deny or terminate employment.

Periodic Record Checks

Periodic checks of employee's driver's licenses and records through the Division of Motor Vehicles shall be made by the Human Resources Department. Any employee who does not hold a valid driver's license shall not be allowed to operate a vehicle for Village purposes until such time as the employee obtains a valid license.

Supervisor Notification

Any employee performing work which requires the operation of a Village vehicle must notify their immediate supervisor and Human Resources in those cases where their license is expired, suspended, or revoked and/or who is unable to obtain a hardship license for work purposes after suspension or revocation from the Division of Motor Vehicles. If an employee fails to report such an instance within three (3) calendar days, and is later discovered to have an expired, suspended, or revoked drivers' license in the category required (driver's or commercial) for their position with the Village shall be subject to disciplinary action, including demotion or termination.

10.10 Minimum Qualifications for the Operation of Village-Owned, Leased, or Rented Vehicles and Privately-Owned Vehicles While Conducting Official Business

No Village employee shall be required to provide their own vehicle to conduct Village business, and employees are encouraged to use Village vehicles instead of their own for official Village business whenever possible. Personal vehicles may be used for official Village business with the prior approval of the employee's Department Director. Employees using their personal vehicles will be reimbursed for mileage at the prevailing rate established by the Village Council after submittal of the appropriate form and that such expenditure is in their appropriate budget. The employee must keep a log of usage, including starting and ending odometer readings and purpose of travel. Then the Village would reimburse at same rate as is on current FY Travel Request form.

Any employee who operates a privately-owned vehicle while conducting official business for the Village must maintain automobile liability insurance of \$15,000/\$30,000/\$5,000 in accordance with the State Financial Responsibility Law and a business use endorsement. Employees who do not maintain minimum liability coverage shall not operate privately-owned vehicles in an official capacity.

All non-law enforcement employees who drive take home vehicles can purchase an additional rider from their personal insurance agent commonly referred to as "Extended Non-Owned Coverage". This policy will cover the employee in the event the employee is involved in an accident while driving to and from work or are otherwise using the Village's vehicle for anything other than official Village business. Pursuant to Florida law, the Village provides coverage for law enforcement officers using take home vehicles during their travel to and from work, as well as to or from any other employing agency assignment in such vehicle. However, such motor vehicle insurance does not provide for coverage if: (a) the law enforcement officer makes a distinct deviation for a nonessential personal errand unless the collective bargaining agreement permits such deviation; or (b) the law enforcement officer acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

10.11 Use of Village-Owned, Leased, or Rented Motor Vehicles

Village-owned, leased, or rented motor vehicles shall be used for official Village business only and must be available for Village business at all times. Village vehicles shall not be taken home overnight except as follows:

1. Employees may take a Village-owned, leased, or rented vehicle home for one night when attendance to an out-of-city meeting takes place late at night after normal working hours or early in the morning prior to normal working hours upon receiving approval by the appropriate Department Director.
2. Those employees designated by the Department Director to be “on call” for department/division emergencies. Department Directors must be able to show that taking the vehicle home is needed for response efficiency.
3. For more than one night when specifically authorized by the Village Manager, in writing.
4. Keeping the vehicles clean and in good condition is the employee's responsibility.
5. Refer to page 53 regarding taxable fringe benefits if the vehicle is not used for business purposes.

Village vehicles may be used for travel to lunch when an employee is otherwise on Village business. Village vehicles shall be legally and appropriately operated and/or parked at all times. Traffic violations issued to the driver of the vehicle will be the responsibility of the driver, not the Village.

Seat belts must be used by the driver and all passengers at all times when the vehicle is in use. It shall be the driver's responsibility to ensure the use of seat belts by all passengers.

10.12 Collision Investigation Involving Village Employees and/or Vehicles

If an employee is involved in an accident resulting in personal injury or property damage while operating a Village owned vehicle or a privately owned vehicle in the performance of official duties, and they shall:

- (a) Request that all parties and properties concerned remain at the scene of the accident if possible until a law enforcement officer has released them.
- (b) All collisions involving Village vehicles or persons on duty and actively engaged in Village business will be investigated by a police agency, other than the Village Police Department, except if occurring within the Village and involving property damage, the collision may be investigated only by the Village Police Department.
- (c) Employees shall refrain from making statements regarding the accident to anyone other than the investigating law enforcement officer, appropriate Village officials, and representatives of their own insurance company. Statements made to investigating authorities should be confined

to factual observations. However, in cases where the underlying facts may lead to discipline of the employee, the employee may consult with the union representative.

(d) A copy of all police reports and any statements attached thereto will be forwarded to the Village Clerk, Risk Specialist and/or designee and Village Manager within one (1) day.

(e) If the employee caused or contributed to the accident, the employee must immediately go for a drug screen and will be subject to discipline.

Chapter 11: Employee Tuition Reimbursement

Please refer to Employee Tuition Reimbursement Program Policy for guidelines. Members of collective bargaining units should refer to their collective bargaining agreement for specific policies regarding tuition reimbursement. General information is below.

The Village of Palm Springs supports its employees in pursuing educational opportunities. We strive to make the Village a great place to work which means it is important for our employees to have the opportunity to grow within our organization. The purpose of the program is to broaden the knowledge of employees in their fields and/or to provide avenues for career growth within the Village.

All reimbursements are subject to the availability of funds in the Village budget.

Chapter 12: Personal Leave Time

12.1 Regular Employees

Personal Leave Time (PLT) are those days where a full-time employee may be absent from the job and still receive their regular wage. The Department Director or their designee shall determine the time at which personal leave time may be taken and will not be unreasonably denied. Personal Leave Days are considered as a combined program of current personal leave and sick time. Personal Leave Time are earned at a rate based upon the employee's length of service in accordance with the following Accrual Table and used at a yearly rate based on the employee's length of service in accordance with the following Usage Table.

Accrual

- a. Each probationary, provisional, and permanent full-time employee shall earn and accrue personal leave for each month of full-time service according to the following table.

Personal Leave Accrual Table:

Completed <u>Years of Service</u>	<u>PLT Days</u>	<u>Hours</u>
0-5	20	160
6-10	25	200
11-20	30	240
21+	35	280

12.2 Conditions for use of Personal Leave Time

1. Part-time, temporary, and casual employees are not eligible for Personal Leave Time (PLT).
2. Employees on probation for 6 months or less are not eligible
3. When used, PLT shall be rounded off to the nearest one quarter hour (1/4 hour).
4. Employees must only use PLT that is available to be used. PLT that is unearned or has not yet accrued cannot be used in advance. Employees' available PLT is displayed in hours on the employees' last direct deposit advice.
5. Earned PLT must be exhausted prior to taking an unpaid medical leave of absence.
6. PLT must be used concurrently with FMLA as provided in the FMLA policy.
7. Employees on a Leave of Absence or FMLA will be transferred to Human Resources Timesheet in the electronic timekeeping system.
8. In computing overtime, scheduled PLT will be considered productive time used to calculate overtime.
9. Department Directors will ensure that any PLT used will be reflected with the submission of time sheets and electronic timekeeping system.

10. It is the responsibility of the Finance Department to ensure that proper accountability of PLT is kept on all eligible employees. This shall include keeping a record of accruals and utilization.
11. Department Directors in consultation with the Human Resources Director with the written approval of the Village Manager, may establish more restrictive procedures in cases of suspected patterns of abuse of PLT, as long as they are not in conflict with these regulations, or applicable labor laws, and are necessary for the effective operation of the department.
12. It is the responsibility of each Department Director or designated supervisor to ensure the provisions of this policy are observed. Corrective action should be taken in instances of suspected abuses or misinterpretations of the utilization of PLT.

Usage

- a. All full-time employees who are permitted to use PLT according to the following schedule provided may make a written request to the Department Director or their designee. Employees may request to use PLT in excess of the maximum use amount for good cause shown. For good cause shown, the Department Director may authorize employees to use an additional amount of their earned accrued personal leave. Good cause shall mean a physically certified disabling physical or mental condition, which prevents an employee from working or other good and sufficient reasons as determined by the appointing authority considered to be in the best interest of the Village of Palm Springs.
- b. Non-PBA employees are done through an electronic time keeping system, paper forms are longer used
- c. The Department Director or their designee shall approve or deny requests for PLT. In cases of unforeseen sickness or emergency, employees are required to notify their supervisors prior to the start of any scheduled work period or prior to leaving their work assignment.

Personal Leave Use Table:

<u>Length of Service</u>	<u>Full-Time Employee Minimum Use/Max Use</u>
1 month to less than 6 months	0/0
6 months to less than 1-year	0/80
1 year to less than 5 years	88/200
5 years to less than 10 years	96/270
10 years to less than 20 years	100/300
First month of 20th year	120/320

- d. Employees entitled to personal leave time may remain away from work with pay, where such absence is the result of a personal illness or physical incapacity (not job connected) or enforced quarantine or immediate family illness.
- e. Employees shall use accrued personal leave for time taken under the Family Medical Leave Act (FMLA) in accordance with the FMLA policy. All available accrued personal leave must be used before requesting unpaid leave of absence. Leave taken under FMLA will be used in increments appropriate for the reason for leave and will be coordinated with Human Resources.
- f. It shall be the duty of the Village Manager working through the Department Directors to arrange personal leave schedules so that no employee shall carry over, from one fiscal year to another, personal leave hours that exceed the maximum on the carry-over/payout table.
- g. All employees earning personal leave are required to use a minimum number of personal leave hours within a fiscal year (refer to usage table) or such hours will be forfeited.
- h. Employees absent on account of injury incurred in the line of duty, for which worker's compensation is authorized, shall upon written request to the Human Resources Department, be allowed to take personal leave in an amount requested in addition to worker's compensation leave; except however, that in no case shall the total amount paid for both workers compensation leave and personal leave exceed the amount of wages to which the employee would ordinarily have been entitled had they not been injured. Personal leave used to supplement workers compensation will be charged against the employee's total unused personal leave until exhausted.
- i. Personal Leave is intended to be used for periodic vacation or incapacitating illness; however, earned personal leave may be used for other reasons when approved by the Department Director or their designee.
- j. Employees' birthday time off (8 hours) will not be charged as personal leave used. The birthday time off must be taken in the pay period in which the birthday occurs or as approved by the employee's supervisor, but not as pay in lieu of time off.
- k. Personal leave shall be used only with the approval of the Department Director or their designee and shall not be authorized prior to the time it is earned and credited to the employee.
- l. Personal leave usage shall be calculated to the nearest one-quarter ($\frac{1}{4}$) of one hour (e.g., .25, .50, .75) reflecting the actual time the employee was not at work during their normal work period and documented on the employee's timesheet in the electronic timekeeping system.

- m. Employees using accrued personal leave (scheduled) shall be considered to be working for the purpose of accumulating additional personal leave and length of service. Productive time is all time during which an employee is required to be on duty, on the employer's premises, or at a prescribed workplace and in active productive labor in addition to scheduled Paid Leave Time and compensatory time.
- n. In computing overtime, scheduled personal leave may be used to satisfy any part of the work period when an employee is required to work hours in addition to those hours normally worked within an established work period.
- o. Scheduled personal leave shall be defined as leave, which has been approved with not less than three (3) days advance written notice. PBA is 24 hours' notice. Requests are submitted through the Villages electronic keeping system (exempt for PBA members).

In the event of a death in the immediate family, an employee shall be allowed to utilize accrued personal leave and such leave be charged as scheduled leave up to a maximum of forty (40) hours per occurrence.

For purposes of this policy, an "immediate family member" means an employee's spouse, domestic partner, parent, grandparent, grandchild, sibling, child, domestic partner's parents, domestic partner's children, foster child, parent-in-law, aunt, uncle, sibling-in-law, grandparents of spouse or domestic partner, or legal guardian

- p. Unscheduled personal leave shall be defined as leave, which has been approved with less than three (3) days advanced written notice and is not considered productive time for Overtime calculations

Personal Leave Incentive Payment Program

- a. Each permanent employee shall be authorized to participate in the personal leave incentive program, provided that:
 - 1. The employee meets or exceeds the minimum requirements for the incentive program.
 - 2. Participation in the incentive program does not cause the employee's total personal leave balance to fall below the equivalent of two (2) consecutive work weeks.
 - 3. If unscheduled leave does not exceed the amount outlined in the table below, and upon the employee's request, all permanent full-time employees may be paid a maximum of eighty (80) unused personal leave hours per fiscal year under the Personal Leave Incentive Pay Program.

- b. Eligibility for incentive payments will be determined around September 15th of each year and will be paid out one (1) to two (2) weeks before Thanksgiving.
- c. Finance distributes PLT election forms to all full-time employees. Forms must be submitted to finance by the first Friday in September. Any employee who is eligible for personal leave payments pursuant to the Personal Leave Incentive Program, but chooses not to receive payments, must submit their written request to be excluded from the program to the Finance Department no later than September 15th of each year. If otherwise, they will receive incentive payments for the incentive program.
- d. Personal leave payments shall be calculated using the employee's current straight time base hourly rate. Hours paid under the incentive program shall be subtracted from the employee's personal leave balance before September 30th and paid before Thanksgiving. Incentive Hours shall not be considered usage hours under the annual usage table.
- e. **Unscheduled Leave Use Table**

Full-Time Employees

<u>Unscheduled Hours used</u>	<u>Max Hours Paid Out</u>
0-24	80
24-48	40
48-80	0

Holidays

Holidays occurring while an employee is on personal leave shall not be charged against the employee's personal leave balance.

Termination Pay

In the event any person having accrued personal leave ceases to be employed by the Village, they will be compensated for their accrued balance based on the following table:

Please note: You must complete 6 months of employment with the Village in order to receive PLT payout.

<u>Years</u>	<u>Maximum Balance</u>	<u>Payout</u>
0-5	320	240
6-10	480	360
11-20	640	480

12.3 Employee Absence

Any employee who is on personal leave and away from work due to personal illness for a period of three (3) days or longer shall, prior to being returned to work or being entitled to any further compensation, furnish without delay to the Human Resources Department, a report from a duly licensed physician which shall provide sufficient information to support the employee's absence due to personal illness.

12.4 Donations of Personal Leave Time or Comp Time

It shall be the policy of the Village to permit an employee who has a minimum of 120 hours of personal leave time the opportunity of donating accrued personal leave time or comp time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time, and when the employee has exhausted all accrued leave. Extraordinary circumstances shall be defined as lengthy hospitalization, critical illness, or injury of the employee.

Donation requests must be submitted in writing to the Human Resources Department who will then review approve/deny and send to the Finance department for processing. Transfers of PLT or Comp Time hours from the donating employee's PLT or Comp bank to the designated employee's PLT bank will be done as soon as practical after receipt of the written request. PLT and Comp Time donations are transferred hour for hour regardless of pay rate of donor or designated recipient.

Donated hours do not count as "Used" hours to meet their annual minimum usage for the "Donor" employee.

12.5 Leaves of Absence without Pay

Personal leave shall not accrue during leaves of absence without pay. Any regular employee may be eligible for an unpaid leave of absence as provided by the Family Medical Leave Act. When the leave does not qualify as FMLA, the employee is responsible for the full cost of their benefits, including the portion normally paid by the Village if they were actively working or on paid leave. Refer to the FMLA policy regarding continuation of benefits while on unpaid FMLA leave.

12.6 Notification

When an employee requests personal leave time, they must notify their Department Director or designated supervisor prior to their duty start time. Failure to do so may result in denial of PLT use and pay. The Department Director or designee must ensure adequate personnel are available to carry the mission and responsibility of the Village when granting personal leave time.

Chapter 13:Holidays

13.1 Observed Holidays

The following shall be official Village holidays:

• New Year's Day	January 1
• Dr. Martin Luther King, Jr. Day	3rd Monday in January
• President's Day	3rd Monday in February
• Good Friday	
• Memorial Day	Last Monday in May
• Juneteenth	June 19th (Effective 2024)
• Independence Day	July 4
• Labor Day	1st Monday in September
• Veteran's Day	November 11
• Thanksgiving Day	4th Thursday in November
• Friday following Thanksgiving	4th Friday in November
• Christmas Eve	December 24
• Christmas Day	December 25
• New Year's Eve	December 31

If a recognized holiday falls on a Saturday, the designated holiday shall be observed on the previous Friday. If a recognized holiday falls on a Sunday, the designated holiday shall be observed on the Monday following the holiday. In cases where Christmas Eve and Christmas day/New Year's Eve and New Year's Day fall on Friday/Saturday, Saturday/Sunday, or on Sunday/Monday, the holidays shall be observed by the Village as follows:

<u>Christmas/New Year's Eve (actual)</u>	<u>Christmas/New Year's Day (actual)</u>	<u>Observed as:</u>
Friday	Saturday	Thursday and Friday
Saturday	Sunday	Friday and Monday
Sunday	Monday	Monday and Tuesday

The Village Manager, in conjunction with the Department Director, retains ultimate discretion as to whether employees will be required to work on a particular holiday based on the operational needs of the Village.

13.2 Holiday Pay

Regular, full-time employees are eligible for the receipt of paid holidays as set forth below.

Generally, regular, full-time employees will not be required to work on a recognized holiday and will receive their regular rate of pay for the recognized holiday. In some cases, due to departmental requirements, employees may be scheduled and required to work on a holiday. Non-exempt employees working on a holiday shall receive eight (8) hours of holiday pay. Additionally, they

shall also be paid time and a half for a full eight (8) hour day. This does not apply to PBA members who receive ten (10) hours straight for every holiday in addition to hours worked.

Employees who call out the day before or the day after a holiday (Unscheduled PLT) will not be compensated for the holiday. At the Department Director's discretion, with Human Resources approval, employees may be compensated for the holiday if it is deemed that the employee was legitimately ill. The Human Resources Department may require documentation from the employee's health care provider to confirm the personal illness.

Eligible employees on paid leave shall be granted holiday pay in lieu of a paid leave day. Eligible employees on unpaid leave, temporary employees, and part-time employees are not eligible for holiday pay.

Regular, full-time employees who do not work on a designated holiday by virtue of a modified work schedule necessitated by the requirements of their position will get eight (8) hours straight time for the designated holiday. This does not include PBA.

Chapter 14: Family and Medical Leave Act Leave

14.1 General Policy Statement

Eligible employees will be granted up to 12 weeks of unpaid family, medical, or exigency leave during a 12-month period in accordance with the Family and Medical Leave Act (FMLA). Eligible employees will be granted up to 26 workweeks of unpaid leave to care for a covered member or veteran of the Armed Forces, including a member or veteran of the National Guard or Reserves, who is a family member or next of kin, during a single 12-month period in accordance with the FMLA as amended from time to time. The 12-month period is measured backward from the first date an employee uses FMLA leave. However, in the case of an employee caring for a service member, where up to 26 weeks of leave may be taken, the 12-month period is measured forward from the first date of leave.

During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work, however the employee will not accrue Personal Leave Time during unpaid FMLA leave. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position.

14.2 Notice

Employees must provide Human Resources with no less than thirty (30) day's notice of their intent to take FMLA leave when the leave is foreseeable. If such leave is unforeseeable, the employee shall provide notice as soon as possible after the employee learns of the need for the leave. Employees on approved family leave, medical leave, exigency leave, or service member leave under this policy, with or without pay, must make at least monthly contact with the Human

Resources Department during their absence. Family Medical Leave under this policy runs concurrently with all other paid or unpaid leaves of absence.

14.3 Eligibility

To be eligible for FMLA leave, exigency leave, or service member leave, an employee must have been employed by the Village for at least twelve (12) months and must have worked for at least 1,250 hours during the previous twelve-month period. Employees must also work at a site with 50 or more Village employees or where 50 or more Village employees are located within 75 miles of the worksite.

In addition to the foregoing eligibility requirements, the employee must also show that the reason for the leave falls into one of the following categories:

1. For the birth of a son or daughter, and to care for the newborn child.
2. For the placement of a child with the employee for adoption or foster care, and to care for the newly placed child.
3. To care for an immediate family member (spouse, child, or parent) with a serious health condition.
4. When the employee is unable to work because of a serious health condition.
5. To care for an injured or ill covered service member or covered veteran. The employee must be the family member or the next of kin (nearest blood relative) of the covered service member or covered veteran; and
6. To address any qualifying exigency arising out of the fact that a spouse, child, or parent who is also a military member in the National Guard or Reserves or a regular component of the Armed Forces when the military member is on covered active duty or called to covered active-duty status and deployed to a foreign country.

14.4 Medical Certifications

The employee shall provide Human Resources with complete and sufficient certification of the need for leave from the health care provider of the employee, family member, or covered service or military member within fifteen (15) days of notification of the need for leave.

The employee will be required to submit a recertification in certain circumstances. Employees bear the entire cost of obtaining all certifications required by the Village.

The Village may require, at its own expense that the employee obtain the opinion of a second health care provider designated or approved by the Village.

Employees failing to provide complete and sufficient certifications as required, and after any opportunity to correct, may be denied the taking of FMLA leave. Failure to provide any certification may result in denial of leave under the FMLA policy. Employees who fail to provide requested documentation of the reason for an absence from work may be subject to disciplinary action up to, and including, termination.

14.5 Intermittent or Reduced Work Week Leave

Leave can be taken intermittently or on a reduced work schedule when medically necessary for a serious health condition or as a result of a qualifying exigency. However, the employee must provide a certification from the health care provider stating that the employee's reduced work schedule is medically necessary and the expected duration and schedule of the intermittent leave or reduced work schedule when intermittent leave is medically necessary.

If an employee requests intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment, the employee:

1. May be required to transfer temporarily to an available alternative position (for which they are qualified) which has an equivalent pay and benefits, and which better accommodates recurring periods of leave than the regular position of the employee.
2. Must make reasonable efforts to schedule the treatment so as not to unduly disrupt operations.

14.6 Health Insurance during FMLA Leave

During approved FMLA leave, the Village is required to maintain group health insurance benefits. Maintenance of such group health insurance requires that the employee continue to contribute any co-payment of their normal portion of the insurance premiums to the Village at the same time payroll deductions would normally be made in order to maintain insurance coverage. If the employee's payment is more than thirty (30) days late, the Village may discontinue health insurance coverage upon notice to the employee. To the extent an employee's FMLA leave is paid through available accrued leave balances, the employee's portion of premiums will be collected through payroll deductions. For details on continuation of health insurance benefits for dependents, please contact the Human Resources Department.

14.7 Return from FMLA

Employees returning from an FMLA leave are required to submit a fitness for duty certification from their healthcare provider prior to returning to work demonstrating the employee can perform the essential functions of the job. Failure to provide that certification may delay the employee's reinstatement.

After the beginning of the leave, an employee may discover that circumstances have changed, and the amount of leave time originally anticipated is either reduced or needs to be extended. In

foreseeable circumstances where it is necessary to change leave time, the employee is required to give the Village notice within two (2) business days.

An employee who accepts other employment during FMLA leave, or who fails to return to work on the next regularly scheduled workday following the expiration of the leave, or who does not accept a position offered by the Village when returning from leave, will be separated from their employment. Employees are prohibited from performing any work during FMLA leave, for the Village or any other entity or individual, and may be terminated immediately upon discovery of same.

Employees who give notice to the Village that they do not intend to return to work upon conclusion of FMLA leave will be considered to have voluntarily resigned.

14.8 Concurrent Use of Paid and Other Leave

The Village requires that employees use their accrued paid leave, such as Paid Leave Time or comp, concurrently with their FMLA leave. Similarly, other leave occasioned by, for example, workers' compensation injury or disability will run concurrently with an employee's FMLA leave.

Questions on Family and Medical Leave can be directed to the Human Resources Director/Department.

In the event the requirements under the Family and Medical Leave Act are amended, such requirements shall control.

Chapter 15: Drug-Free Workplace Policy

The Village of Palm Springs recognizes that substance abuse is a serious problem; the Village strives to provide a safe working environment; the Village considers the abuse of drugs or alcohol in the workplace unsafe and counterproductive. To ensure that the Village maintains a drug free workplace, the Village has adopted this Drug Free Workplace Program in accordance with and pursuant to Section 440.102, Florida Statutes.

While the Village of Palm Springs understands that employees and applicants who are under a physician's care may be required to use prescription drugs, the abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The Village is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job; reports to work under the influence of drugs or alcohol; possesses, distributes, or sells drugs in the workplace; or abuses alcohol on the job. Therefore, the Village has established the following policy:

15.1 Policy

1. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job or on Village property, including parking lots.
2. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol.
3. It is a violation of this policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications).
4. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace.
5. It is a condition of employment to abide by the Drug-Free Workplace Policy.
6. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individual privacy with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Village.

A visibly impaired employee is unable to properly perform required duties and shall not be allowed to work. The employee's supervisor should consult privately with the employee if the supervisor makes any such observation.

If the supervisor determines that the employee is impaired, the employee shall be sent to a testing facility by a means of safe transportation. The employee may be accompanied by the supervisor or another employee, if necessary. An impaired employee shall not be allowed to drive.

15.2 Authority for Drug & Alcohol Testing

The Village has implemented this policy in accordance with the program requirements outlined in Florida Statute § 440.102.

15.3 Definitions

1. Drug: alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. Please note that marijuana, even if

prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the Village strictly prohibits the use of marijuana for any purpose.

2. **Drug Test or Test:** any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

3. **Initial Drug Test:** a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective forum.

4. **Job Applicant:** a person who has applied for a special-risk or mandatory testing position with the Village and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.

5. **Mandatory Testing Position:** a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute § 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

6. **Medical Review Officer or MRO:** a licensed physician, employed with or contracted with the Village, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

7. **Prescription or Nonprescription Medication:** a drug or medication obtained pursuant to a prescription as defined by Florida Statute § 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

8. **Special-Risk Position:** a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes.

15.4 Types of Testing Required

1. **Job Applicant Drug Testing:** Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test result, shall be used as a basis for declining to offer employment to the applicant.

2. **Reasonable Suspicion Drug & Alcohol Testing:** Employees will be tested following any observed behavior creating “reasonable suspicion.” These behaviors may include the following:

- a. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol (e.g., bloodshot, glassy, or watery eyes, alcoholic odor, stumbling or staggering, unable to walk, fumbling, reduced reaction).
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test while working for the Village.
- e. Information that an employee has caused, contributed to, or been involved in, an accident while at work, which includes post-accident in a Village owned, leased, or rented vehicle.
- f. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the Village’s premises or while operating the Village’s vehicles, machinery, or equipment; and
- g.

3. **Follow-Up Testing:** If the Village requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two (2) year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the Village is not required by law to conduct follow-up testing but may do so in its discretion.

4. **Routine Fitness-For-Duty Testing:** Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.

5. **Random Testing of Mandatory Testing and Special Risk Positions:** employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

15.5 Confidentiality

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug-Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The Village, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the individual in accordance with Florida's Drug-Free Workplace Act and other applicable laws or regulations.

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws.

Drugs to Be Tested

The Village will test for the following drugs: ALCOHOL, AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, OPIATES, PHENCYCLIDINE (PCP), METHAQUALONE, BARBITURATES, BENZODIAZEPINES, METHADONE AND PROPOXYPHENE.

Testing Location

The Village only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services. You may be tested at the following laboratory:

Please see the Human Resources Department for testing location(s).

15.6 Testing Procedures

The Village and its MRO will comply with all testing procedures as outlined in Florida Statute Section 440.102(5). Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer.

Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

NOTE: All employees are subject to this policy, including commercial drivers who are also separately subject to the Alcohol and Drug Testing Program for DOT-Covered Commercial Motor

Vehicle Drivers. In all cases, commercial drivers will be advised as to which policy under which a test is being conducted.

Challenging Results

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Village explaining or contesting the test result, and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Village, the employee will be notified by the Village in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Village for at least one (1) year.

Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug-Free Workplace Act.

Employees are solely responsible for all costs associated with any challenge.

Consequences of Positive Confirmed Test Result

Job applicants receiving a positive confirmed test result shall not be hired. Any employee, regardless of probationary status or regular status, receiving a positive confirmed test result for the first time shall be terminated. . The employee may reapply for employment after three (3) months and upon demonstrating successful completion of an appropriate treatment program.

Additionally, an employee receiving a positive confirmed test result may lose their right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

The Village may also discipline the employee for the consequences of their alcohol/substance abuse (e.g., absenteeism) even on a first offense even where this policy was not violated.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at their own expense at another licensed or certified laboratory chosen by the employee or job applicant.

Consequences of Conviction for Violation of Criminal Drug Statute Occurring in the Workplace

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than 5 (five) calendar days after such conviction.

Within 30 calendar days of receiving such notice from a convicted employee, the Village shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Consequences of Refusing to Submit to Drug/Alcohol Testing

An employee who refuses to submit to drug testing shall be immediately terminated. Additionally, the employee may lose their right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within 2 (two) hours of being directed to report by the Village. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator.
- Failed to remain at the testing site until the testing process was complete.
- Failed to provide a urine specimen for any drug test, or failure to provide a blood specimen for alcohol testing.
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen.
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failed or declined to take a second test that the Village or collector has directed the employee to take.
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Village.

- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an accident or to allow the Village access to medical records containing the results of such tests or attempted to block the release of such specimens or medical records.
- Failed to cooperate with any part of the testing process (*e.g.*, refused to empty pockets when so directed by the collector, behaved in a confrontational way that disrupts the collection process); or
- Was reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

Medications That May Alter or Affect the Drug Test

Some common medications may alter or affect a test result. They are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

ALCOHOL All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.

CANNABINOIDS Marinol (Dronabinol, THC).

COCAINE Cocaine HCl topical solution (Roxanne).

PHENCYCLIDINE Not legal by prescription.

METHAQUALONE Not legal by prescription.

OPIATES Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin.

BARBITURATES Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.

BENZODIAZEPINES Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE Dolophine, Metadose.

PROPOXYPHENE Darvocet, Darvon N, Dolene.

Employee Assistance Programs (EAP)

Employees are encouraged to contact the EAP if they need help in dealing with substance or alcohol abuse prior to the use becoming a problem at work.

Generally:

(1) An Employee Assistance Program (EAP) will be maintained by the Village to provide assistance to employees who suffer from alcohol and/or drug abuse. However, it is the responsibility of the employee to seek assistance from the EAP before substance abuse problems lead to disciplinary action. Once a violation of this policy occurs, the subsequent utilization of EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

(2) If an employee decides to seek prior assistance from the Employee Assistance Program, the decision will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding.

(3) The use of EAP shall not be a defense to imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purposes and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

(4) Using the EAP, the Village shall provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse, subject to the provisions of the Village's health insurance plan. Such employees who seek voluntary treatment prior to violating this policy may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen which shall include follow-up testing.

EAP Referral.

(1) Self-Referral. In a self-referral, the employee contacts the EAP counselor directly. The employee is assured that no one in the Village will be notified.

(2) Supervisory Referral. It is the responsibility of the Village's supervisors to appropriately confront an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help (informal referral) from the Village's Employee Assistance Program (EAP) or decide that the severity of the

problem is such that an involuntary referral to the EAP should be made (formal referral). This must be in consultation with Human Resources.

(3) Informal Referral. Informal referrals can take place at any time during the disciplinary process or if an employee confides in the supervisor that they are having problems of a personal nature.

In an informal referral:

- (a) The supervisor should inform the employee of the benefits provided by the EAP and give the employee the name of the counselor and the telephone number.
 - (b) The supervisor should contact the EAP counselor and inform him/her of the informal referral and the circumstance leading to it, but this is not necessary.
 - (c) In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about the visit.
- (4) Formal Referral. A formal referral can take place at any time during the disciplinary action up to and including termination.

In formal referral:

- (a) The supervisor (or another manager designated by the Village) should contact the EAP counselor to discuss the employee's problem.
- (b) The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor and tell whether the employee saw the counselor and followed recommendation. No other detailed information is revealed to the supervisor.

Organizations with Substance Abuse Programs:

Narcotics Anonymous Helpline: 561-393-0303

Drug Abuse Foundation of Palm Beach County: 561-278-0000

Palm Beach Al-Anon/Al-a-Teen Information Service: 561-278-3481

Alcoholics Anonymous (Palm Beach County): 561-655-5700

Comprehensive Alcoholism Rehabilitation Program: 561-844-6400

Village's Employee Assistance Program: Please see Human Resources.

The Village does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

15.7 Effective Date of Drug-Free Workplace Policy

This Drug-Free Workplace is effective immediately upon adoption and supersedes any prior policies.

Chapter 15 Part 2: Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers

15.8 BACKGROUND AND PURPOSE

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. Every employee and applicant should understand those dangers and be aware of the federal requirements and state guidelines concerning substance abuse and alcohol in the workplace.

The Village's Drug/Alcohol Testing Policy For DOT-Covered CDL Drivers ("the Policy") was developed in conformity with the Department of Transportation Regulations located in 49 C.F.R. Part 40 and 49 CFR Part 382, which are on file with the Village's Designated Employer Representative (DER) [the Village's Human Resources Director and Village Manager] for review at any time during normal working hours.

Our policy formally and clearly states that the illegal use of drugs and abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining this policy, the Village has implemented pre-employment and active employee drug testing as outlined in this Policy.

This Policy is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This policy is designed to detect users and remove abusers of drugs and alcohol.

Commercial drivers are subject to Department of Transportation ("DOT") testing regulations, which includes placement in a *separate random testing pool* containing only DOT-covered employees for the purposes of DOT compliance. With regard to those employees covered by the DOT regulations, the federal regulations, as amended from time to time, shall govern any conflicts with this Policy. As employees of the Village, DOT-covered commercial drivers are also

separately subject to the Village's Drug-Free Workplace Policy which covers all employees.

The Village determines the level of discipline following violations of this policy, and the level of discipline is not dictated by federal requirements. The Village has determined that it will terminate any employee who violates this, Policy.

15.9 APPLICABILITY AND PARTICIPATION REQUIRED

This Policy applies to every employee who is required to maintain a commercial drivers' license whose position requires operation of a commercial motor vehicle owned or leased by the Village. These employees are referred to as "commercial drivers" and include full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors.

The positions that are subject to this policy at the Village due to the requirement the employee hold a valid CDL and drive a commercial motor vehicle and can be requested from the Human Resources Department.

Participation in the DOT Drug/Alcohol Testing program as set forth in this Policy is a requirement for all commercial drivers and is a condition of employment. Failure to participate and comply with the requirements set forth in this Policy may result in disciplinary action up to and including termination of employment, which is determined by the Village and not federal law or regulations.

While the Village may require other positions to maintain a CDL license, the employees filling those positions are not subject to the DOT Drug/Alcohol Testing Policy for Commercial Drivers because it has been determined those positions never operate commercial motor vehicles.

15.10 DEFINITIONS

Commercial motor vehicle (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle is a—

- (1) Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- (2) Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
- (3) Small Vehicle (Group C) that does not meet Group A or B requirements but that either—

- (i) Is designed to transport 16 or more passengers, including the driver; or

- (ii) Is of any size and is used in the transportation of hazardous materials as defined in this section.

Safety-sensitive function means all time from the time a commercial driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at the Village's plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the commercial driver has been relieved from duty by the Village.
- (2) All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- (3) All time spent at the driving controls of a commercial motor vehicle in operation.
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the federal requirements).
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

DUAL TESTING REQUIREMENTS

As noted above, commercial drivers subject to the testing requirements of this Policy are separately subject to the Village's Drug-Free Workplace Policy covering all employees. The Village Drug-Free Workplace Policy reflects requirements of the Village and are not required by the DOT. Any personnel actions under the general Drug-Free Workplace Policy will be clearly indicated as being based on Village authority under the Drug-Free Workplace Policy and not based upon the DOT Drug/Alcohol Testing Policy. Any personnel actions under this Policy will be clearly indicated as such. Further, this policy will identify where the Village has utilized its discretion where federal regulations do not specify a particular course of action.

15.11 REQUIRED HOURS OF COMPLIANCE

Alcohol prohibited:

- while on duty.
- 4 hours prior to on-duty time; and,
- 8 hours following an accident or until a post-accident test is complete, whichever occurs

first.

Controlled Substances:

Commercial Drivers are prohibited from reporting to, or remaining on, duty when using any controlled substance, unless the use is at the direction of a physician who advised that the substance does not adversely affect the commercial driver's ability to safely operate a commercial motor vehicle.

While not required by the federal regulations, the Village requires all employees to report the use of controlled substances at the direction of a physician to Human Resources along with documentation from the physician advising that the substance does not affect the driver's ability to safely operate a commercial motor vehicle *prior to reporting for duty*.

15.12 DRUG/ALCOHOL TESTING POLICY DISSEMINATION

- (1) The Village will give a general one-time notice to its commercial drivers that it is a condition of employment for employees to refrain from reporting to work or working with the presence of drugs or alcohol in their body and that a drug testing program is in place. To this end, each commercial driver shall be provided a copy of this Policy, and each employee is required to sign a statement certifying that the employee has received a copy of the Policy. The Village will maintain the original of the signed certificate and will provide a copy of the certificate to the employee upon request.
- (2) Prior to each alcohol or controlled substance test performed under this Policy, each employee or job applicant for employment to be tested will be advised that the testing is being conducted pursuant to this Policy, rather than the Village's general Drug-Free Workplace Policy.
- (3) A notice of drug testing will be included with all vacancy announcements for those positions where drug testing under this Policy is required (want ads, job postings, etc.). A notice of the DOT Drug/Alcohol Testing Policy will also be posted in an appropriate and conspicuous location on the Village's premises and copies of the policies will be made available for inspection during regular business hours by the employee or job applicant in the Village's Human Resources Department.

DESIGNATED EMPLOYER REPRESENTATIVE

The Village has designated certain individuals as Designated Employer Representatives (DER). These individuals are responsible for the administration of the DOT Drug/Alcohol Testing Policy and are authorized by the Village to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER is also authorized to receive test results and other communications for the Village, consistent with the requirements of this

Policy and with the applicable regulations. The DER is available to answer any questions by employees concerning this policy. The DER for the Village is the Director of Human Resources and the Village Manager.

15.13 DRUG AND ALCOHOL TESTING RECORD (CLEARINGHOUSE QUERIES)

The Village is required under the DOT regulations to obtain information regarding the drug and alcohol testing record of commercial drivers from their previous DOT-regulated employers where the Village intends to use such drivers to perform safety-sensitive (commercial driving) duties. As a result of this requirement and in accordance with federal regulations (49 C.F.R. § 382.701), the Village or its providers will query the FMCSA Drug and Alcohol Clearinghouse for any drug or alcohol information pertaining to DOT-covered CDL drivers and applicants, as follows:

1. *Full pre-employment queries* will be conducted on applicants for any position which requires a DOT-covered CDL license or on current employees who have not held a position requiring a DOT-covered CDL license with the Village. As a condition of consideration for employment, applicants will be required to provide the Clearinghouse with consent to allow the Village to conduct a full query.
2. *For current employees* who are employed in a position requiring a DOT-covered CDL, a *limited query* of the Clearinghouse will be conducted annually. As a condition of continued employment, employees are required to execute the required consent form permitting the limited query. If the limited query reveals that information about the CDL driver exists in the Clearinghouse, the Village will conduct a full query within 24 hours. As a condition of continued employment, the DOT-covered CDL driver will be required to provide the Clearinghouse with consent allowing the Village to conduct a full query.

In accordance with federal regulations (49 C.F.R. § 382.703), the Village (or its Service Agent if the Village uses a Third-Party Administrator to administer its DOT drug testing policy) will report the following drug/alcohol information regarding DOT-covered CDL drivers/applicants to the FMCSA:

Reporting entity	When information will be reported to Clearinghouse
Village	• A verified positive, adulterated or substituted drug test result. • An alcohol confirmation test with a concentration of 0.04 or higher. • Refusal to test (alcohol) as specified in 49 CFR 40.261.
	• Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	• Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. “Actual

	knowledge” means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. “Traffic citation” means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances.
	• Negative return-to-duty test results (drug and alcohol testing, as applicable) • SAP’s report of successful completion of return-to-duty process
	• Completion of follow-up testing.
Service Agent acting on behalf of Village (if the Village uses a TPA)	• A verified positive, adulterated or substituted drug test result. • An alcohol confirmation test with a concentration of 0.04 or higher. • Refusal to test (alcohol) as specified in 49 CFR 40.261.
	• Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	• Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. “Actual knowledge” means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. “Traffic citation” means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances.
	• Negative return-to-duty test results (drug and alcohol testing, as applicable) • SAP’s report of successful completion of return-to-duty process
	• Completion of follow-up testing.

If an employee or applicant refuses to provide the necessary consent, the Village will not permit the employee to perform safety-sensitive functions and the Village will terminate the employee.

The level of discipline is within the Village's discretion and is not set forth by the federal regulations.

If the Village obtains information that an employee or applicant violated a DOT agency drug and alcohol regulation, the employee will be terminated, and an applicant will not be hired. Termination is not required by the federal regulations and is within the Village's discretion to do so. Terminated employees are permitted to reapply for employment after three (3) months and may be permitted to perform safety-sensitive functions at that time if the Village is provided documented proof that the employee has subsequently complied with the return-to-duty requirements of 49 CFR Part 40.

15.14 REQUIRED TESTING

Pre-employment testing

All job applicants for commercial driver positions, including internal transfers, are required to undergo testing for controlled substances as a condition of employment. Additionally, prior to the first time an employee performs safety-sensitive functions for the Village as a commercial driver, either as a new hire or as a result of a transfer, the employee shall undergo testing for controlled substances. The Village will not allow an employee to perform safety-sensitive functions unless the Village has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that commercial driver.

The Village reserves the right to invoke any and all exceptions to the pre-employment testing requirement as set forth in the DOT regulations (49 CFR § 382.301(b)).

Post-accident testing

Commercial drivers will be tested as soon as practicable following an occurrence involving a commercial motor vehicle on a public road in commerce as follows:

Type of Accident	Citation Issued* to CMV Driver	Test Must Be Performed
Human Fatality	Yes	Yes
Human Fatality	No	Yes
Bodily injury with immediate medical treatment away from scene	Yes	Yes
Bodily injury with immediate medical treatment away from scene	No	No
Disabling damage to any motor vehicle requiring tow away	Yes	Yes

Disabling damage to any motor vehicle requiring tow away	No	No
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*In the above chart, “citation issued” refers to a citation received by the commercial vehicle driver under State or local law for a moving traffic violation arising from the accident. With respect to alcohol testing, the citation must be received within eight (8) hours of the occurrence. With respect to controlled substance testing, the citation must be received within thirty-two (32) hours of the occurrence.

If an alcohol test is required but not administered within two (2) hours following the accident, the Village will prepare and maintain a record stating the reasons it was not promptly administered. The Village will not attempt to administer an alcohol test after eight (8) hours, or a controlled substance test after thirty-two (32) hours, following the accident.

Commercial drivers subject to post-accident testing shall remain readily available for testing or the Village may designate such unavailability as a refusal to submit to testing and the commercial driver will be terminated. The level of discipline is within the Village’s discretion and not set forth by federal regulations. However, nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. The results of a breath or blood test for the use of alcohol, or the results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, meet the requirements of testing under this policy, provided the tests conform to the applicable Federal, State or local alcohol or controlled substance testing requirements, and that the results of the tests are obtained by the employer.

Post-accident testing under this Policy does not apply to:

- (a) An occurrence involving only boarding or alighting from a stationary motor vehicle.
- (b) An occurrence involving only the loading or unloading of cargo; or
- (c) An occurrence in the course of the operation of a passenger car by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials that require DOT-mandated markings or placards.

Random testing

Every DOT covered commercial driver shall submit to unannounced random alcohol and controlled substance testing to be spread reasonably throughout the calendar year. However, a DOT covered employee will only be tested for alcohol while performing safety-sensitive functions, just prior to performing safety-sensitive functions, or just after performing such functions. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, and each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection

period. Random testing for commercial drivers will be conducted according to the applicable rates mandated by the DOT and its applicable agencies (2023 DOT Rates: 50% Random Drug; 10% Random Alcohol) but may exceed those rates at the Village's discretion.

After notification, it is the responsibility of the employee to provide a specimen immediately. At the time of the notification, the donor will be instructed to go directly to the designated collection site. The employee will notify the collection site personnel that the employee has been selected for a random test and that the employee is ready to provide a specimen for the requested test.

Reasonable suspicion testing

Commercial drivers who, based on specific, contemporaneous, articulable observations of a qualified supervisor concerning the appearance, behavior, speech, or body odor, may be reasonably suspected of using or being under the influence of alcohol or controlled substances or tampering with a drug screen test, shall undergo alcohol and controlled substance testing. In the case of controlled substances, the observations may include indications of the chronic and withdrawal effect of controlled substances.

A "qualified supervisor" is a supervisor or Village supervisor, manager or department director who has received at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a commercial driver to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. Recurrent training for supervisory personnel is not required.

Alcohol testing is only authorized for reasonable suspicion testing if the observations are made during, just preceding, or just after the period of the workday that the commercial driver is required to be in compliance. A commercial driver may only be directed to submit to this testing while the driver is performing safety-sensitive duties, just before or just after the driver performed such duties. An alcohol test pursuant to reasonable suspicion testing shall occur within eight (8) hours. If the alcohol testing is done after two (2) hours from the time the observations occurred, the Village must document the reasons the test was not promptly administered.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no commercial driver shall report for duty or remain on duty under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the Village permit the employee to perform or continue to perform their work duties, including any safety-sensitive functions, until:

- (i) An alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or
- (ii) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions in this part concerning the use of alcohol.

A copy of documentation supporting a reasonable suspicion test will be completed and signed by the qualified supervisor within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier, and will be retained confidentially by the Village.

On the basis of circumstances requiring a reasonable suspicion test, a commercial driver will immediately be removed from safety-sensitive functions, placed in a non-duty status, and required to use Personal Leave Time (the non-duty status shall be unpaid if the employee does not have such leave hours available) pending the outcome of the required drug/alcohol test.

Return to Duty and Follow-up testing

The Village is not required to provide commercial drivers who violate this Policy with an evaluation by a Substance Abuse Professional (SAP) or any subsequent recommended education or treatment. As such, commercial drivers who test positive in violation of this policy shall be terminated for the first offense. The level of discipline is determined by the Village and not set forth in the federal regulations.

If the Village, in its sole discretion, allows a driver to reapply and selects the driver for a position that would return the employee to a DOT safety-sensitive function following a violation, the Village will require that the commercial driver has already undergone an evaluation by an SAP and complied with the SAP's recommendations at the commercial driver's sole cost and expense. In addition, following removal from a safety sensitive position after a positive, adulterated or substituted test and referral to an SAP, and successful compliance with the prescribed education and/or treatment, a commercial driver is required to undergo a return to duty test for controlled substances and/or alcohol before returning to safety-sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee return to duty as provided by the SAP's follow-up testing plan. Follow-up testing may extend for up to 60 months following return to duty.

Additional testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, in accordance with the Village's Drug-Free Workplace Policy for all employees or as otherwise deemed necessary by the Village.

SUBSTANCES TO BE TESTED AND DETECTION THRESHOLDS

The Village tests for the following substances pursuant to the federal regulations:

	<u>Drug Screen Cut-off GC/MS</u>
Marijuana metabolites/THC	50 ng/mL - 15ng/mL
Cocaine metabolites	150 ng/mL - 100 ng/mL
Codeine/Morphine	2,000 ng/mL – 2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL – 100 ng/mL

Oxycodone/Oxymorphone	100 ng/mL – 100 ng/mL
6-Acetylmorphine	10 ng/mL – 10 ng/mL
Phencyclidine (PCP)	25 ng/mL - 25 ng/mL
Amphetamines, Methamphetamine	500 ng/mL - 250 ng/mL

And Methylenedioxymethamphetamine (MDMA)

Alcohol - removal from safety-sensitive position at .02% Blood/Alcohol Content (B.A.C) or greater, violation of Policy at .04% BAC or greater.

PRESCRIBED OR OVER-THE-COUNTER MEDICATIONS

The Village recognizes that eventually most employees will need to take medications to combat various illnesses. Commercial drivers must realize, however, that the use of certain medications may constitute a violation of this Policy if not properly reported and may potentially alter or affect the results of a drug or alcohol test. A commercial driver could potentially test positive for a drug when taking medications prescribed by a doctor or purchased over the counter. Some medications known to alter or affect a drug test are listed in the next section of this Policy.

Employees who want more comprehensive or technical information about the use of medications, and their potential effects on the drug test results, should consult the Village's DER or a local testing laboratory. To avoid the potential problems created by a false test result, the Village has implemented procedures to enable employees to confidentially report the use of medications. An employee may report the use of medications on the back of their copy of the chain of custody form after the specimen is collected and discuss the use only with the Medical Review Officer.

However, employees are required to report the use of prescribed drugs for which the Village tests and provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle **prior to engaging in any safety sensitive functions**. Failure to do so will result in termination, which is in the Village's discretion and not set forth by the federal regulations.

Note about Medical Marijuana and CBD Products: The DOT's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – **does not authorize “medical marijuana” under a state law** to be a valid medical explanation for a commercial driver's positive drug test result. Therefore, a positive test result for marijuana or THC will result in the consequences set forth for a positive drug test. Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if the commercial driver claims only a CBD product was used.

15.15 SUBSTANCES WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

The following substances, listed by brand name and common name, are among those that could affect the results of a drug test. This list is not comprehensive. All questions concerning

substances which could result in a positive test should be directed to the Village's DER or the MRO.

- | | | |
|------|-------------------|--|
| (1) | AMPHETAMINES: | Abetrol, Biphetamine, Desoxyn, Dexadrine, Didrex |
| (2) | CANNABINOIDS: | Marinol (Dronabinol, THC), Marijuana, Hash, Pot |
| (3) | COCAINE: | Cocaine HCl Topical Solution (Roxanne), Crack, Coke |
| (4) | PHENCYCLIDINE: | PCP, Angel Dust |
| (5) | OPIATES: | Paregoric, Parepectolin, Donnegan PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin |
| (6) | ALCOHOL: | Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. For example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof); and Listerine is 26.9% (54 proof); Booze, Drink, wine, distilled spirits, malt beverages, beer, etc. |
| (7) | BARBITUATES: | Phenobarbital, Tuinal, Amytal |
| (8) | BENZODIAZOPHINES: | Ativan, Azene, Klonopin, Dalmone, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Transene, Valium, Vertron, Xanax |
| (9) | METHADONE: | Dolophine, Methadose |
| (10) | PROPOXYPHENE: | Darvocet, Darvon N, Dolene |

15.16 TESTING PROCEDURES

All alcohol or controlled substances testing under this Policy shall be conducted in conformity with the provisions and procedures set forth in the DOT Workplace Drug and Alcohol Testing Programs (49 C.F.R. Part 40 and 49 C.F.R. Part 382), which are on file with the Village's DER for review at any time during normal working hours. In summary, the testing procedures adopted by this Policy are as follows:

Alcohol Testing

All alcohol testing will be conducted using one of two possible methods. Alcohol testing may be performed using evidential breath testing (EBT) devices or saliva alcohol screening devices (ASD) approved by the NHTSA. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The employee and the individual conducting the test (called a breath alcohol technician (BAT)) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable.

Controlled Substance Testing

Controlled substance testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The employee provides a urine specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised. The testing for DOT requirements will be performed using "split specimen procedures" that require each urine specimen to be subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. The testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the controlled substances, then a confirmation test is performed for each identified controlled substance using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis.

GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the commercial driver has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a "second opinion."

All drug test results are reviewed and interpreted by a physician (Medical Review Officer (MRO)) before they are reported to the Village. If the laboratory reports a positive result to the MRO, the MRO contacts the employee (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that the positive result was due to legitimate medical use of the prohibited drug, the drug test result is reported as negative to the Village.

Note about Medical Marijuana and CBD Products: The MRO may not verify a drug test as negative based upon information that a physician recommended that the employee use "medical marijuana." Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if an employee claims they only used "medical marijuana" or a CBD product.

PROHIBITED CONDUCT UNDER DOT REGULATIONS AS ADOPTED BY THIS POLICY

The following is an overview of the terms and conditions of this Policy, and for violation of which a commercial driver is subject to discipline as outlined below.

1. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive (commercial

driving) functions while having an alcohol concentration of 0.04 or greater. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

2. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to use alcohol while performing safety-sensitive functions. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

3. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to perform safety-sensitive functions within four (4) hours after using alcohol. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

4. It is a violation of the DOT regulations, as adopted by this Policy, for any employee required to take a post-accident alcohol test to use alcohol for eight (8) hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

5. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

6. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive functions after or during use of any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the covered employee that the substance will not

adversely affect the driver's ability to safely operate a commercial motor vehicle. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

7. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

8. It is a violation of the DOT regulations, as adopted by this Policy, for any employee tested under the provisions of this Policy and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle. The Village will not permit such an employee to perform or continue to perform safety-sensitive functions, until the start of the next regularly scheduled duty period, but not less than 24 hours following administration of the test. All employees found in violation of this rule will also be subject to sanctions determined by the Village, as set forth below, for violation of this Policy.

9. Employees must also fully comply with all prohibitions set forth in the Village's general Drug-Free Workplace Policy, which is applicable to both DOT-covered commercial drivers and non-DOT covered drivers who may or may not hold a CDL. When safety-sensitive commercial drivers are being tested pursuant to this Policy (i.e., the DOT-mandated policy), the testing procedures set forth herein shall apply. When safety-sensitive commercial drivers are being tested pursuant to the general Drug-Free Workplace Policy, the procedures set forth in that policy shall apply.

15.16 CONSEQUENCES OF VIOLATIONS

Prohibited conduct by an employee will result in the following Village sanctions that have been determined by the Village:

- (1) Job Applicants will not be hired.
- (2) Any employee violating this Policy will be terminated, regardless of length of service. The employee may reapply after three (3) months and after the individual completes the Substance Abuse Professional Process at their sole expense.
- (3) An employee found to have an alcohol concentration of .02 or greater, but less than .04, shall not perform or continue to perform safety-sensitive functions until the start of the commercial driver's next regularly scheduled duty period, but not less than 24 hours following

administration of the test. This time away from work shall be unpaid and the employee shall not be permitted to use Paid Leave Time. No action will be taken under this Policy based solely on test results showing alcohol concentrations of less than .04, but the Village may take action independent of this Policy in accordance with other applicable policies or laws.

(4) In addition to the other consequences provided in this Policy, all employees who refuse to submit to an alcohol or drug test to be conducted under this Policy will be presumed to be positive for the presence of alcohol or a controlled substance for the purpose of all workers' compensation medical and indemnity benefits claims arising from the incidents or accidents leading to said testing. Refusals to test shall subject the commercial driver to immediate termination.

(5) An employee who fails to report the use of prescribed drugs for which the Village tests and/or fails to provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle prior to engaging in any safety sensitive functions shall be subject to immediate termination.

REFUSAL TO SUBMIT (to an alcohol or controlled substances test) means that an employee:

(1) Failed to appear for any test (except a pre-employment test) within two hours of being directed to report by the Village's DER or designee. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator.

(2) Failed to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

(3) Failed to provide a urine specimen for any drug test or failed to attempt to provide a saliva or breath specimen for alcohol testing, required by this Policy or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because they have left the testing site before the testing process commences (see 49 CFR Sec. 40.63(c) of the DOT regulations) for a pre-employment test is not deemed to have refused to test.

(4) In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the employee's provision of a specimen.

(5) Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

(6) Failed or declined to take a second test the Village, the Village's DER, or collector has directed the employee to take.

(7) Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the shy bladder or shy lung procedures set forth in 49 CFR Sec. 40.193(d) of the DOT regulations. In the case of a pre-employment drug test, a covered employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

(8) Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident" requiring post-accident testing or refused to allow the Village access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records.

(9) Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or

(10) Is reported by the MRO as having a submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

SUBSTANCE ABUSE PROFESSIONAL REQUIREMENT

Any driver who has a verified positive controlled substances result, an alcohol concentration of .04 or greater, or refuses to submit to a test must also be evaluated by a Substance Abuse Professional at the employee's own expense, even if the employee is terminated by the Village, before obtaining a DOT-covered commercial driver position at any entity including the Village.

DRUG/ALCOHOL INTERVENTION

There are many good reasons why you should be concerned if any of your coworkers are using drugs or alcohol on the job including, but not limited to:

- Your health and safety may be at risk.
- Alcohol misuse and drug use costs you money.
- Alcohol misuse and drug use creates a negative work environment.

If drinking or using drugs affects your work life, it could lead to job loss and all the financial problems that could follow. Please contact Human Resources, or encourage a coworker to do so, if you suspect a problem.

Signs and Symptoms of Alcohol and/or Drug Abuse

Any one or more of the following signs may indicate a drinking or drug problem:

- Family or social problems caused by drinking or drug use.
- Job or financial difficulties related to drinking or drug use.
- Loss of consistent ability to control drinking or drug use.
- "Blackouts" or the inability to remember what happened while drinking or taking drugs.
- Distressing physical and/or psychological reactions if you try to stop drinking or taking drugs.
- A need to drink increasing amounts of alcohol to get the desired effect.

- Marked changes in behavior or personality when drinking or taking drugs.
- Getting drunk or high frequently.
- Injuring yourself - or someone else - while intoxicated or high.
- Breaking the law while intoxicated or high.
- Starting the day with a drink or drugs.

Available Resources for Resolving Problems Associated with Alcohol or Drug Abuse

Outpatient programs exist in a variety of settings:

1. Community mental health centers.
2. Family service agencies.
3. Private physicians and therapists' offices.
4. Occupational settings.
5. Specialized alcoholism/drug addiction treatment facilities.

Inpatient services, designed for those with more serious alcohol or drug addiction problems, can be found in hospitals, residential care facilities, community halfway houses, and some clinics.

An internet-based search will list helpful referral organizations such as (none of which are specifically recommended by the Village; treatment decisions are highly personal and made by the employee and their family):

U.S. Dept. of Health & Human Services
Substance Abuse and Mental Health
Services Administration:

1-800-HELP (4357)

Alcoholics Anonymous

1-800-344-2666

M.A.D.D.

1-800-438-6233

AL-ANON Family Group Headquarters

1-800-356-9996

Additionally, an Internet search will identify the names and locations of treatment centers. Also, the United Way, offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility.

Employee Assistance Program

The Village maintains an Employee Assistance Program (EAP) that may offer services or referrals for employees and their family members who suffer from alcohol or drug abuse problems. Any questions concerning the EAP program can be directed to the Village's DER.

Seeking Voluntary Assistance

Any employee who has not previously tested positive for drug and alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and/or alcohol problems before they lead to disciplinary actions, provided that:

- (1) The employee does not self-identify in order to avoid testing under the requirements of this Policy.
- (2) The employee makes the admission of alcohol misuse or controlled substances use prior to performing a safety sensitive function (i.e., prior to reporting for duty); and
- (3) The employee does not perform a safety sensitive function until the Village is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in accordance with the requirements set forth below.

No employee will be discharged, disciplined, or discriminated against solely upon that employee's voluntarily seeking treatment for a drug and/or alcohol problem if the employee has not previously tested positive for drug use, entered an employee assistance program for alcohol- or drug-related problems, or entered an alcohol and drug rehabilitation program.

Employees may not continue to work in commercial driver positions while seeking voluntary treatment but may be granted leave without pay with a conditional return to work upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor. An employee returning to work from voluntary treatment shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or a verified negative test result for controlled substances use. For up to two (2) years, a series of periodic non-DOT follow-up drug and/or alcohol tests will be administered after the employee returns to work under the Village's general drug free workplace policy.

CONFIDENTIALITY

All written reports and related information received by the Village, laboratories, employee leasing programs, drug and/or alcohol rehabilitation programs and their agents will be held in strict confidence and will not be disclosed except in accordance with the applicable federal, state, and/or local laws and regulations. Any other release of this information will be allowed only with the tested individual's consent. If an employee initiates a grievance, hearing, lawsuit, or other action as a result of a violation of these rules, the Village may release relevant information to its legal counsel and the decision maker in said action.

The Village or its Service Agent shall maintain the records for a period of up to five (5) years in accordance with the requirements of the DOT regulations in 49 CFR §382.401(b), as well as the applicable retention period under Florida's public records laws, and these records will be provided to the following agencies and/or individuals under the following circumstances:

- (1) An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to their alcohol or controlled substances tests. The Village will also release information regarding an employee's records as directed by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information by the

person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in the DOT regulations in 49 CFR § 40.321(b);

(2) To the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the employee, and arising from a positive drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results) or this Policy (including, but not limited to, a workers' compensation, unemployment compensation, or other proceeding relating to a benefit sought by the commercial driver). Additionally, an employer may disclose information in criminal or civil actions in accordance with the DOT regulations in 49 CFR § 40.323(a) (2).

(3) The National Transportation Safety Board as part of an accident investigation.

(4) Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the Village or its commercial drivers; or

(5) A subsequent employer upon receipt of a written request from a covered employee.

15.17 FEDERAL AND STATE LAWS AND REGULATIONS

Nothing in this Policy shall be presumed to override, amend, or change any requirements of state and/or Federal law. In the event any of the provisions of this Policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

All employees will notify the Village of any conviction of plea of guilty or nolo contendere to, any violation of any controlled substance law of United States or any other state for a violation occurring in the workplace no later than five (5) days after such conviction. The Village has determined that failure to report any such conviction within five (5) days shall result in termination of employment.

IMPORTANT INFORMATION FOR DOT-COVERED COMMERCIAL DRIVERS
(It is required that this information be posted for all employees)

<u>Notice to Applicants and Employees</u> PRE-EMPLOYMENT AND OTHER REQUIRED DRUG TESTING IS FOR THE FOLLOWING DRUGS: • Marijuana • Cocaine • Opioids • Amphetamines • Phencyclidine (PCP) REASONABLE SUSPICION AND POST-ACCIDENT TESTING: • Above Drugs • Breath Alcohol Testing (when suspected for reasonable suspicion) RANDOM TESTING — above Drugs and Alcohol	VILLAGE DESIGNATED EMPLOYER REPRESENTATIVE (DER) - ALL QUESTIONS REGARDING THE DRUG & ALCOHOL TESTING PROGRAM <u>DER:</u> Director of Human Resources and Village Manager
DRUG OR ALCOHOL HOTLINE #'S National Council on Alcoholism and Drug Dependence Hotline Phone: (800) 622-2255 www.ncadd.org Alcohol & Drug Referral Hot Line 1-800-252-6465 SUBSTANCE ABUSE PROFESSIONAL (EMPLOYEE MUST BE REFERRED AFTER VIOLATION OF DOT DRUG/ALCOHOL POLICY EVEN IF TERMINATED)	IT IS THE POLICY OF THE VILLAGE THAT THERE IS NO PLACE FOR THOSE WHO USE ILLEGAL DRUGS OR WHO ABUSE LEGITIMATE DRUGS OR WHO HAVE BECOME DEPENDENT UPON ANY CHEMICAL SUBSTANCE INCLUDING ALCOHOL. THIS VILLAGE INTENDS TO BE IN COMPLIANCE WITH THE DOT REGULATIONS CONCERNING DRUG ABUSE AND ALCOHOL MISUSE, WHICH INCLUDES A PROGRAM OF URINALYSIS TESTING FOR ILLICIT DRUG USE.

	EMPLOYEES WHO HAVE A CONFIRMED POSITIVE TEST FOR DRUGS OR ALCOHOL ARE SUBJECT TO TERMINATION.
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Chapter 16: Health and Safety

16.1 Safety

The Village Manager, in cooperation with Department Directors, shall be responsible for the development and administration of programs providing for the general health and safety of Village employees.

The Village shall make appropriate efforts to promote among employees and in the department's appropriate standards of safety and good health. All employees shall be responsible for performing work assignments in a safe manner. Prime consideration shall always be given to safety in all work situations.

An Employee Safety Manual shall be provided, and it is the employees' responsibility to know the requirements of the manual.

Supervisors and Department Directors shall:

1. Be responsible for the establishment and implementation of appropriate safety standards within their respective activity areas, for periodically reviewing accident frequencies to determine and correct causes, and for identifying and correcting safety hazards.
2. Ensure that all new employees, including seasonal, temporary, and/or part-time employees are thoroughly advised, instructed, and supervised in necessary safety policies, practices, and procedures.
3. Implement and actively support the Village's safety program.
4. Arrange and conduct safety meetings, inspections, and training sessions.
5. Provide and/or require equipment necessary to adequately protect the health and safety of employees.
6. Immediately investigate accidents and prepare all necessary forms for documentation and future prevention of on-the-job injuries and hazardous conditions.

All employees shall:

1. Be thoroughly familiar with and comply with safety requirements and practices applicable to their respective work assignments.
2. Wear appropriate safety and/or protective gear as applicable to the work assignment.

3. Actively report unsafe or potentially dangerous conditions and accidents or injuries to their supervisor immediately.
4. Not remove guards or other protective devices from machinery and equipment.
5. Not engage in "horseplay", or other unsafe acts.
6. Attend any required training or orientation to increase safety awareness.
7. Not report to work under the influence of alcohol or drugs that alter normal behavior or ability to function safely.
8. Report all job-related injuries or illnesses to their supervisors immediately.
9. Assist supervisors in their investigation of any accident of which they have knowledge; accident investigation is fact finding, not fault finding.
10. Refrain from operating, modifying, adjusting, or using equipment in an unauthorized manner.

Employees may be subject to disciplinary action for failure to comply with health and safety workplace requirements.

16.2 Review Board

The Employee's Safety Committee shall meet periodically to review accidents that have occurred, discuss recommendations for improved safety and formulate safety rules and procedures.

First Aid Training Kits and Poster

All supervisors, or persons in charge of crews will be first aid trained; other persons may also be designated to be the recognized first aider. Valid first aid certificates are recognized as ones which are less than three years old. Cardiopulmonary Resuscitation Certification (CPR) is required in addition to the regular first aid training, if a first aid course does not combine the two subjects.

First aid kits will be available at work locations in accordance with the requirements of applicable law and safety practice.

- (a) First aid kit locations at Village facilities include:
 1. Shop Offices and Vehicles
 2. Police Department and Police Vehicles
 3. Village Hall
 4. Community Center Front Office and Leisure Services Vans
- (b) Department Directors are responsible to ensure that first aid kit(s) and AEDs are properly maintained and stocked.

16.3 Safety Orientation, Accident Investigation, and Reporting

All Village employees shall receive a safety orientation at the beginning of employment. The Employee Safety Manual is to be distributed to the employee by each supervisor and explained as needed.

ALL ACCIDENTS, no matter how minor, shall be reported IMMEDIATELY to the employee's immediate supervisor for evaluation/investigation. Since every accident includes a sequence of contributing causes, it is possible to avoid a repeat of the first event by recognizing and eliminating these causes. The removal of just a single cause can prevent a recurrence. During the supervisor's evaluation they must determine the possible consequences that could take place if the situation is not corrected and take appropriate action based upon those findings (i.e., investigate, report, correct, etc.).

Accidents Involving Defective Equipment

When an accident happens where defective equipment is suspected to be a contributing factor, the following action should be taken:

- (a) Attend to any injuries of employees or others.
- (b) Turn-in all suspected equipment involved in the incident to the employee's supervisor, who shall consult with the Department Director and Village Manager.
- (c) Write a detailed report, within one (1) day, to include all circumstances surrounding the incident and all manufacturing information available concerning the equipment in question. This report should be submitted to the Department Director who will report it to the Employee Safety Committee.

Hazard Communication Program

The following Hazard Communication Program is hereby established for the Village. All work sites of the Village are included within this program.

- (a) Definitions:
 - 1. HAZARDOUS CHEMICAL - Any chemical which is a physical hazard or a health hazard.
 - 2. HEALTH HAZARD - Includes any chemical for which significant evidence has been established, based on at least one study conducted by established procedures and principles, proving that acute or chronic health effects may occur in exposed employees. These health hazard chemicals include carcinogens, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins,

agents which act on the hematopoietic system, and agents which damage the lungs, skin, eyes, or mucous membranes.

3. PHYSICAL HAZARD - A chemical for which there is scientifically valid evidence that it is a combustible liquid, a compressed gas, explosive, flammable, or organic peroxide, an oxidizer, pyrophoric, unstable (reactive) or water reactive.

(b) Container Labeling: Each Department Director will verify that all containers received for use will:

1. Be clearly labeled as to the contents.
2. Note the appropriate hazard warnings.
3. List the name and address of the manufacturer.

The supervisors of each department will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with generic labels which have a block for identity and blocks for the hazard warning.

The Employee Health and Safety Committee shall review the labeling system every 12 months and recommend any updates to this policy as required.

(c) Material Safety Data Sheets (MSDSs): Documents containing safety information about a hazardous chemical, which is required to be maintained for each hazardous chemical in the workplace. Each Department Director is responsible for obtaining and maintaining the MSDS's for their department.

The Police Chief or designee will review incoming data sheets for new and significant health/safety information. They will see that any new information is passed on to the employees.

Copies of MSDS's for all hazardous chemicals to which employees of the Village may be exposed will be kept in each department. MSDS's will be available to all employees in their work area for review during each work shift. If MSDS's are not available or a new chemical is in use and does not have an MSDS, immediately contact the Department Director.

(d) Employee Training and Information: The Department Director and/or designee shall be responsible for employee training. They will ensure that all elements specified below are carried out.

Prior to starting work, each new employee will receive a health and safety orientation and will be given information and training on the following when applicable to their position:

1. An overview of the requirements contained in the Hazard Communication Standard.
2. Chemicals present in their workplace operations.
3. Location and availability of our written hazard program
4. Physical and health effects of the hazardous material.
5. Methods and observation techniques used to determine the presence or release of hazardous chemicals in the workplace.
6. How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.
7. Emergency procedures to follow if they are exposed to these chemicals.
8. How to read labels and review MSDS's to obtain appropriate hazard information.
9. Location of the MSDS file and location of hazardous chemical lists.

After attending the training orientation session, the Department Director will keep a record of same, and the employee will acknowledge, in writing, that they received the written materials, and understood the Village's regulations on Hazard Communication.

Prior to any new hazardous materials being introduced into any department, employees of that department will be given information about the material and an opportunity to review the MSDS. The Department Director or designee is responsible for ensuring that an MSDS on the new chemical(s) is secured from the manufacturer.

16.4 Clean Indoor Air Policy / Smoke -Free and Tobacco-Free Workplace

All individuals are prohibited from smoking or using tobacco products in any enclosed indoor workplace at the Village in accordance with Florida law. Enclosed indoor workplaces include any place that is predominantly or totally bounded on all sides and above by physical barriers. "Predominately" generally refers to coverage of more than 50%. Employees unsure of an acceptable location for smoking should consult their supervisor.

Employees who witness individuals smoking or using tobacco products in an enclosed indoor workplace must request the individual immediately extinguish the smoking device. If the employee is not comfortable confronting another employee or a citizen about the violation, they should immediately seek assistance from their supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking, using tobacco products, or using simulated smoking devices on Village property during working hours or while on paid time, as well as while using Village vehicles.

Employees who violate this policy may be subject to disciplinary action up to, and including, immediate termination.

The Village will not retaliate against any employee who makes good faith reports of suspected violations of this policy.

For purposes of this policy, “tobacco products” include, but are not limited to cigarettes, cigars, chewing tobacco, and pipe smoking. Vapor-generating electronic device means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product. “Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.

The Village will not hire applicants who regularly use tobacco products. The Village will not consider applicants who have used tobacco products for a period of at least three months prior to application for employment. The definition of “tobacco products” shall include, but is not limited to, cigarettes, cigars, electronic cigarettes, chewing tobacco, pipes, snuff, and vaping. Employees of the Village who were hired before approval of the date of the updated regulations are exempt from this policy.

All applicants for employment hired on or after [INSERT EFFECTIVE DATE FOR NEW HIRES] must sign a Non-Tobacco Use Affidavit and must sign the affidavit each year on their work anniversary. Any employee who signs the Non-Tobacco Use Affidavit and violates the Non-Tobacco Use Policy may be subject to disciplinary action, up to and including termination.

16.5 Hurricane & Emergency Preparedness

If employees are unable to report to work due to emergency weather or other conditions, the following criteria shall apply:

- (a) Each employee is responsible for contacting a supervisor or Department Director by telephone or other appropriate means to indicate anticipated absence from work or late arrival to work and the reason.

- (b) If an employee is unable to report to work, the absence may be charged to personal leave time, unless an emergency is declared or unless approved by the Village Manager in writing for good cause shown.

The Village Manager or designee shall be authorized to close Village offices and work locations to protect the safety and welfare of Village employees. In this event employees will receive full pay, and no personal leave allowances shall be affected.

In the case of an approaching hurricane or similar emergency, certain employees may be required to continue to perform work for the Village (“Essential Personnel”), while other employees may be excused from work (“Non-essential Personnel”).

In the case of an approaching storm, it may be necessary for the Village to revoke previously approved Personal Leave Time in order for employees to assist with Village storm-related preparations. The following sets forth an overview of compensation in the event of a hurricane or similar emergency.

Chapter 17: Local Emergency Pay Conditions

The purpose of this directive is to set forth the policy as it relates to local emergency pay conditions.

Definitions

Local Emergency Condition: a condition where regular operations of the Village are severely limited/suspended by a local declared emergency.

Local Emergency Condition Pay: a condition where employees work during a declared local emergency and shall remain in effect for the time period during which the Village declared local emergency exists in accordance with the Village Code.

Administrative Leave: a temporary leave from a job assignment, with pay and benefits intact when the Local Emergency Condition necessitates the suspension of routine Village operations as determined by the Village Manager. Administrative Leave counts as hours of pay but does not count as hours of work for overtime purposes.

Purpose

The purpose of this policy is to describe how employees are to be paid in the event of a Village declared Local Emergency Condition, (i.e., hurricanes, tornados, gas leaks, terrorist events, etc.) The implementation of the Local Emergency Pay Condition policy will occur when an authorized Village official(s) declares a state of local emergency in the Village and such declaration becomes effective. The state of local emergency shall continue in effect until rescinded by the Village Manager or in accordance with Florida Statute Section 252.38, where applicable and as amended from time to time.

The Village shall designate Essential Personnel and Non-essential Personnel to the local emergency declaration period. Essential Personnel are required to report to work and/or remain at work during all or a portion of the local emergency declaration period as determined by the Village Manager and/or their designee. Non-essential Personnel are not required to work during the emergency declaration period but are required to stay updated on the status of the emergency condition and return to work when they are required.

1. Non-Essential Hourly (non-exempt) Personnel

- a. Non-essential hourly personnel will be paid their regular compensation for all hours they would normally have been scheduled to work during the local emergency declaration period but are released from work and not required to report.
- b. Non-essential hourly personnel with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive any additional Local Emergency Condition Pay.
- c. Non-essential hourly personnel working from home during the local declared emergency shall receive their regular rate for hours actually worked but shall not receive Local Emergency Pay, unless approved by the Village Manager.

2. Essential Hourly (non-exempt) Personnel

- a. Essential hourly personnel shall record all hours actually worked as regularly worked hours and shall clearly record the nature of the work performed for each hour worked during the local emergency declaration.
- b. Essential hourly personnel shall be paid at a premium rate of 1.5 times the regular hourly rate for all hours actually worked during the local emergency declaration.
- c. Essential hourly personnel who are on a scheduled day off and called to work shall be paid at a premium rate of 1.5 times the regular hourly rate for all hours actually worked during the local emergency declaration.
- d. Leave requests approved prior to a local declared emergency will be honored if, in the Department Director's or Village Manager's opinion, the absence will not adversely affect the Village operations. Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive additional Local Emergency Condition Pay.
- e. Essential hourly personnel working from home during the local declared emergency shall receive their regular rate for hours actually worked but shall not receive Local Emergency Pay, unless approved by the Village Manager.

Employees will only receive pay at 1.5 times for the hours worked for that day. No extra 8 hours will be paid.

3. Non-Essential Salaried (exempt) Personnel, including but not limited to Division Heads, Assistant Directors, Department Directors, and Village Manager

- a. Non-essential salaried personnel will be paid their regular compensation for all hours they would normally have been scheduled to work during the local emergency declaration period but are released from work and not required to report.
- b. Non-essential salaried personnel with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive any additional Local Emergency Condition Pay.
- c. Non-essential salaried personnel working from home during the local declared emergency shall receive their regular salary but shall not receive Local Emergency Pay unless approved by the Village Manager.
- d. Non-essential salaried personnel are required to stay updated on the status of the emergency conditions and return to work when they are required to return.

4. Essential Salaried (exempt) Personnel, including but not limited to Division Heads, Assistant Directors, Department Directors, and Village Manager

- a. Essential salaried personnel shall record all hours actually worked as regular hours and shall record the nature of the work performed for each hour worked during the local emergency declaration.
- b. Essential salaried personnel will be paid at a premium rate of time and one half for all hours actually worked during the local emergency declaration. Time and one half for exempt employees shall be calculated at 1.5 times the regular rate. The regular rate shall be determined by dividing the annual salary by 2080 hours.
- c. Leave requests approved prior to a local declared emergency will be honored, if in the Department Director's or Village Manager's opinion, the absence will not adversely affect the Village operations. Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy and shall not receive additional Local Emergency Condition Pay.
- d. Employees working from home during the local declared emergency shall not receive Local Emergency Pay unless approved by the Village Manager.

In cases where a local emergency is not declared by the Village, but employees are unable to report to work (for their regular scheduled shift/hours or called into work) due to emergency conditions in and around their regular residence, employees will not be paid for the time off under this policy.

However, employees may request available paid leave time in accordance with applicable policies for time away from work.

Employees who are directed to report to work during the local designated emergency and fail to do so are subject to discipline up to and including dismissal.

Employees are required to stay in contact with the Village during Administrative Leave and notify immediate supervisor and/or identified member of Village staff if they are unable to report to work due to emergency circumstances.

The Village may use (if available) social media and/or electronic mail/internet-based tools to stay in contact with employees. The utilization of these tools requires professionalism and good judgment on the part of employees because all correspondence is public record. If found to be unprofessional or not in good taste, discipline may be issued.

Employees must understand that some employees could be assigned to other departments/tasks/responsibilities not normally associated with their permanent position. This is necessary for the general welfare and ensure the operation of the Village during a designated emergency.

Emergencies Declared Resulting from Public Health Crisis

During a declared local emergency resulting from a Public Health Crisis the Local Emergency Pay Conditions policy above does not apply. The Village Manager is authorized to temporarily modify, waive, or suspend applicable policies within, including those related to wages or paid/unpaid leave, in the interest of employee and public health, safety and welfare, in coordination with collective bargaining agreements and legal review.

Chapter 18: Workplace Violence

18.1 Prohibited Conduct

Threats, threatening language, or any other acts of aggression or violence made toward or by any Village employee or visitor **WILL NOT BE TOLERATED**. Examples of threatening language or behavior include any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, unlawful possession and display of weapons, stalking, or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of intimidation. To the fullest extent permitted by law, employees, with the exception of sworn law enforcement officers carrying Village-issued or approved equipment, and visitors are prohibited from possessing or carrying weapons on Village premises.

18.2 Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to the Human Resources Department and, if appropriate, to law enforcement. Reports of threats may be maintained confidentially to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Village determines, after an appropriate, good faith investigation, that someone has violated this policy, it will take prompt and appropriate corrective action, up to and including termination of the transgressor and notification of the appropriate authorities.

An employee who is the recipient of a threat made by an outside party, should follow the steps detailed in this policy. It is important for the Village to be aware of any potential danger in the work area. The Village is committed to taking effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Employees are expected and encouraged to exercise reasonable judgment in identifying potentially dangerous situations.

The Village also prohibits the possession of a weapon, as defined herein, on your person while engaged in Village business or activities or in a Village vehicle, or when wearing a Village uniform or other clothing with a Village logo. Law enforcement officers, however, are permitted to possess Village-issued or approved equipment. Weapons are prohibited in any Village facility; Village vehicle or Village equipment and employees are prohibited from displaying properly licensed firearms while on duty at any location except for lawful defensive purposes as provided by Florida law. In accordance with Florida law, employees may lawfully possess a weapon that is locked and secured inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such an area. This policy shall be construed in accordance with Florida law. Weapons are defined as follows: includes all firearms, ammunition, fixed blade knives, folding knives with a blade longer than three (3) inches, clubs, brass knuckles, explosives or destructive devices, chemical weapons and devices, stun guns, or other objects that may be considered weapons, as defined in section 790.001, Florida Statutes, as amended.

CHAPTER 19: Insurance, Litigation, and Other Claims

Matters involving tort claims against the Village or its elected and appointed officials shall be considered "privileged", and employees shall not discuss or otherwise publish information regarding those matters without first obtaining the express written permission of the Village Attorney. Unauthorized communications may result in additional risk or liability for the Village. In the unlikely event information relating to a tort claim is used for the sole purpose of collective bargaining or other mutual aid or protection, this policy is not intended to interfere with such rights. Similarly, nothing in this policy shall be construed to limit an employee's ability to comment on matters of public concern while off duty and expressly stating the opinion is their own and not that of the Village.

All questions pertaining to claims shall be referred to the Village Attorney.

Claims for property damage shall be referred to the Village Clerk for filing with the Village's insurance carrier.

All Village employees must immediately notify their supervisor in the case of incidents involving potential claims. The supervisor must forthwith prepare and submit a report, in writing, to the Village Manager. Items reported should include any injury or property damage occurring during work for the Village, no matter how small. The Village Clerk is responsible for receiving all property damage claims against the Village and referring them to the Village Manager.

The Village Manager, in consultation with the Village Attorney, shall:

1. Ensure that any applicable provisions of State law are met and see that all claims for damages accurately locate and describe the defect or act that caused the injury or damage, reasonably describe the injury or damage and state the time when the injury or damage occurred, contain the amount of damages claimed as verified by the claimant or a relative of the claimant, attorney or agent of the claimant.
2. Refer the claim to the insurance carrier within five (5) working days and provide an informational report to the Village Council on the claim status.
3. Recommend action to Village Council within thirty (30) days of receipt regarding claims which fall below deductible limits of existing policies, or which are not covered under existing insurance policies.

Chapter 20: Outside Employment

The Village of Palm Springs strongly discourages, but does not prohibit, outside employment with the following prohibitions:

20.1 General Prohibitions

Outside employment is prohibited when the work of the outside employment:

1. Is conducted on Village time.
2. Is conducted while on paid or unpaid leave including Paid Leave Time, workers' compensation leave, or disability leave.
3. Interferes with working hours or overtime requirements of the employee's position.
4. Involves the use of Village uniforms, facilities, equipment or supplies of any kind.
5. May reasonably be construed by the public to be an official act of the Village, or that a conflict of interest exists.
6. Reflects adversely upon the employee or the Village.
7. Is in conflict with the employee's position with the Village. This shall include work which an employee would be expected to do as part of their normal duties; work requiring approval or review of the Village, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee in the course of their Village employment.
8. Inhibits the employee's ability to perform their job with the Village.

20.2 Conflicts Prohibited by State or Local Law

Employees may hold outside employment as long as they meet the performance standards of their position and they receive advance, written approval by the immediate supervisor, the Department Director, and HR Director and the Village Manager. Employees who have outside employment are required to complete an "Outside Employment Authorization" Form in addition to the "Commission on Ethics Employee Conflict of Interest Waiver." Certain restrictions apply including:

1. Neither the employee nor any relative may work in a Village department which enforces, oversees, or administers any contract or transaction with their outside employer.
2. The outside employment will not interfere or otherwise impair their independent judgment or the performance of public duties for the Village.
3. Neither the employee nor any relative is allowed to participate in determining the requirements or awarding of any contract to the employees outside employer.
4. The employee's job responsibilities and job description with the Village will not require him/her to be involved in any contract in any way including, but not limited to, its

enforcement, oversight, administration, amendment, extension, termination, or forbearance with the outside employer.

5. The employee has complied with all other Village policy requirements.

Outside employment that constitutes a conflict or could potentially be perceived to conflict with the Code of Ethics Policy, state or local ethics laws and ordinances, or that could impact or potentially impact negatively on the Village or its reputation, is prohibited.

Employees may hold outside jobs as long as no conflict exists, the outside employment has been approved in writing before beginning outside employment, the performance standards of their official duties with the Village are met, and outside employment is not conducted during paid or unpaid leave time provided by the Village.

20.3 Outside Employment Disclosure and Approval Process

All employees must advise the Village in writing whether they are engaged in outside employment, or as requested by the Village from time to time.

Employees seeking to engage in outside employment must submit an Outside Employment Request and Disclosure Form along with the Palm Beach County Conflict of Interest Waiver Form *prior* to engaging in outside employment. A separate form must be submitted for each outside employment situation. Incomplete forms will be denied.

Changes in outside employment including, but not limited to, changes in work schedules at the outside employer, termination from the outside employer, or changes to the ownership interests in the outside employer must be disclosed to the Village on a new Outside Employment Request and Disclosure Form within thirty (30) calendar days of the change.

Failure to abide by the Village's Outside Employment policy, including the timely disclosure of Outside Employment, may result in disciplinary action up to, and including, termination.

20.4 Injuries and Outside Employment

If an employee suffers an injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any worker's compensation benefits.

If an employee holds outside employment and is injured on their job with the Village, the Village shall assume no responsibility for wages lost at the outside employment as a result of the injury.

Chapter 21: Conflicts of Interest and Code of Ethics Policy

It is the policy of the Village to require employees to avoid prohibited conflicts of interest. When employees are in doubt as to whether any particular action or inaction presents a prohibited conflict of interest, employees must immediately seek guidance from their immediate supervisor or Department Director.

All employees must undertake ethics training as required by the Ethics Commission, or every two (2) years, whichever is more frequent. The Village Manager maintains the right and sole discretion to request any employee undertake ethics training at any time and for any reason.

21.1 Definitions for Conflict of Interest and Code of Ethics Policy

A “conflict of interest” means a situation where regard for an employee’s private interest tends to lead to disregard of a public duty or interest. A “conflict of interest” occurs when employees solicit or accept gifts, do business with the Village and/or engage in prohibited employment or business relationships, accept unauthorized compensation, misuse their position, disclose or use certain information, solicit or accept honoraria, or engage in lobbying the Village within two (2) years of separation of employment, accept prohibited travel expenses, receive contingency fees, or submit false statements in connection with employment or services provided to the Village in violation of this policy, all of which are more fully described below.

A “covered person” for purposes of this Handbook is a Village employee. However, the statutes and local ordinances regulating ethics and conflicts of interests also govern Village Council members.

A “domestic partner” is an adult, unrelated by blood, with whom an unmarried official or employee has an exclusive committed relationship and maintains a mutual residence.

A “gift” is something which is paid or given by a person or entity to a Village employee, or to another for or on behalf of the employee, directly, indirectly, or in trust for the employee’s benefit or by any other means, where the employee does not, in exchange, give something of equal or greater value to that person or entity within ninety (90) days, including:

- Real property or the use of real property
- Tangible or intangible personal property or the use of tangible or intangible personal property
- A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.
- Forgiveness of an indebtedness
- Transportation, other than that provided to a public employee by an agency in relation to officially approved governmental business, lodging, or parking.

- Food or beverage
- Membership dues
- Entrance fees, admission fees, or tickets to events, performances, or facilities
- Plants, flowers, or floral arrangements
- Services provided by persons pursuant to a professional license or certificate
- Other personal services for which a fee is normally charged by the person providing the service
- Any other similar service or thing having an attributable value not already provided for above

A “gift” does not include the following items:

- Salary, benefits, services, fees, commissions, gifts, or expenses associated with the employee’s employment, business, or service as an officer or director of a corporation or organization.
- Campaign contributions or expenditures reported pursuant to statute, campaign-related personal services provided without compensation by individuals volunteering their time, or any other contribution or expenditure by a political party.
- An honorarium or an expense related to an honorarium event paid to a person or the person’s spouse.
- An award, plaque, certificate, or similar personalized item given in recognition of the employee’s public, civic, charitable, or professional service.
- An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
- The use of a public facility or public property made available by a governmental agency, for a public purpose.
- Transportation provided to an employee by an agency in relation to officially approved governmental business.
- Gifts provided directly or indirectly by a state, regional, or national organization which promotes the exchange of ideas between, or the professional development of, government officials or employees, and whose membership is primarily composed of elected or appointed public officials or staff, to members of that organization or officials or staff of a governmental agency that is a member of that organization.

A “household member” includes anyone whose primary residence is in the official’s or employee’s home, including nonrelatives who are not rent payers or employees of the head of household.

“Immediate family” means any parent, spouse, child, or sibling.

A “relative” means an individual who is related to a Covered Person as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the Covered Person or

who otherwise holds themselves out as or is generally known as the person whom the Covered Person intends to marry or with whom the Covered Person intends to form a household, or any other natural person having the same legal residence as the Covered Person.

21.2 Prohibited Conflicts of Interest

All employees are prohibited from engaging in conduct that creates a conflict of interest. Additionally, employees should avoid engaging in conduct that merely has the appearance of a conflict of interest. No Village employee shall engage in any act which is in conflict or creates an appearance of interference or conflict with the performance of official duties. An employee shall be deemed to have a conflict of interest if the employee:

- a) Has any financial interest in any sale to the Village of any goods or services when such financial interest was received with prior knowledge that the Village intended to purchase the property, goods, or services.
- b) Solicits, accepts, or seeks a gift, gratuity, or favor from any person, firm, or corporation involved in a contract or transaction which is the subject of official action by the Village.
- c) Participates in their capacity as a Village employee in the issuing of a purchase order or contract in which they have a private pecuniary interest, direct or indirect, or performs in regard to such contract some function requiring the exercise of discretion on behalf of the Village.
- d) Engages in, accepts employment from, or renders services for private or public interests for any compensation or consideration having monetary value when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties, or give the appearance of the above.
- e) Except for courtesies allowed by law, no employee shall, directly or indirectly, give or receive, or agree to receive any compensation, gift, reward, commission, or gratuity from any source except the Village for any matter directly connected with or related to his official services as such employee with this Village.
- f) Discloses or uses without authorization confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.
- g) Have a financial interest or personal interest in any legislation coming before the Village Council and participates in discussion with or gives an official opinion to the Village

Council unless the employee discloses on the record of the Village Council meeting the nature and extent of such interest.

h) Violates any provision of Section 112.311. *et seq.* Florida Statute

21.3 Solicitation or Acceptance of Gifts

Village employees are prohibited from soliciting or accepting anything of value, including gifts, loans, rewards, promises of future employment, favors, or services that are based on any understanding that their vote, official action, or judgment would be influenced by such a gift.

Employees are prohibited from soliciting any gift from a political committee, a certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the employee or the Village Council, within the past twelve (12) months, where the gift is for the personal benefit of the employee, or any member of their immediate family or household.

Employees, or any person on their behalf, are prohibited from knowingly accepting, directly or indirectly, a gift from a political committee, certified committee of continuous existence, or from a person who, for compensation, seeks or sought to influence the governmental decision making of the employee, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the employee, or the Village Council, within the past twelve (12) months, if they know or reasonably believe that the gift has a value in excess of \$100.00. However, such a gift may be accepted by the employee on behalf of Village or a charitable organization so long as the employee does not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift. The value of the gift is generally determined using the actual cost to the donor, less taxes and gratuities, or the reasonable and customary charge for personal services provided by the donor directly. Compensation provided by the employee to the donor within ninety (90) days after receipt of the gift is deducted from the value.

No Covered Person shall accept or agree to accept a gift from a person or entity, because of:

- An official public action taken or to be taken, or which could be taken.
- A legal duty performed or to be performed or which could be performed; or
- A legal duty violated or to be violated, or which could be violated by any official or employee.

No Covered Person, or any other person or entity on their behalf, shall knowingly solicit a gift of any value from any person or business entity that the recipient knows is a vendor, lobbyist or any principal or employer of a lobbyist where the gift is for the personal benefit of the official or employee, another official or employee, or any relative or household member of the official or employee.

Even though the acceptance of gifts may be lawful under the Code of Ethics applicable to Village employees, acceptance of gifts may have the unintended consequence of creating the perception of impropriety or self-dealing. For that reason, employees are strongly urged to decline any and all gifts offered by vendors, lobbyists, members of the public, or the principal or employer of a lobbyist doing business with the Village. Employees who are unsure how to politely and professionally decline a well-intentioned gift should seek guidance from their supervisor.

21.4 Gift Reports

Any employee who receives a gift in excess of one hundred dollars (\$100.00) shall report that gift in accordance with this section.

Gift reports for employees identified by state law as reporting individuals.

Those persons required to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148, as may be amended. A copy of each report shall be filed with the Palm Beach County Commission on Ethics.

All other employees who are not reporting individuals under state law.

Personal gifts. All employees who are not reporting individuals under state law are not required to report gifts in excess of one hundred dollars (\$100.00) so long as those gifts are given to the employee by a personal friend or co-worker and the circumstances demonstrate that the motivation for the gift was the personal or social relationship rather than an attempt to obtain the goodwill or otherwise influence the official or employee in the performance of their official duties. Factors to be considered in determining whether a gift was motivated by a personal or social relationship may include but shall not be limited to: whether the relationship began before or after the official or employee obtained their office or position; the prior history of gift giving between the individuals; whether the gift was given in connection with a holiday or other special occasion; whether the donor personally paid for the gift or sought a tax deduction or business reimbursement; and whether the donor gave similar gifts to other officials or employees at or near the same time. If the personal friend or co-worker is a vendor, lobbyist or principal or employer of a lobbyist that lobbies the Village, then the employee shall not accept a gift in excess of one hundred dollars (\$100.00) in accordance with this policy.

All other gifts. All employees who are not reporting individuals under state law and who receive any gift in excess of one hundred dollars (\$100.00), which is not otherwise excluded or prohibited pursuant to this subsection, shall complete, and submit an annual gift disclosure report with the Palm Beach County Commission on Ethics no later than November 1 of each year for the period ending September 30 of each year. All officials or employees who are not reporting individuals under state law and who do not receive a gift in excess of one hundred dollars (\$100.00) during a given reporting period shall not file an annual gift disclosure report. The annual gift disclosure report shall be created by the Palm Beach County Commission on Ethics and shall be in a form substantially similar in content as that required by state law.

21.5 Doing Business with the Village and Prohibited Employment and Business Relationships

Covered Persons are prohibited from having an employment or contractual relationship with any business entity or agency which is subject to the regulation of the Village or that is doing business with the Village.

Covered Persons are prohibited from having an employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties or that would impede the full and faithful discharge of their public duties.

Covered Persons acting in their official capacity as a purchasing agent, with authority to commit the expenditure of public funds through a contract for, or the purchase of, any goods, services, or interest in real property for the Village (as opposed to the authority to request or requisition a contract or purchase by another person) are prohibited from either directly or indirectly purchasing, renting, or leasing any realty, goods, or services for the Village from any business entity of which the employee, or the employee's spouse or child is an officer, partner, director, or proprietor or in which such employee or their spouse or child, or any combination of them, has a material interest. A material interest means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity; however, indirect ownership does not include ownership by a spouse or minor child.

Covered Persons are prohibited from acting in a private capacity to rent, lease, or sell any realty, goods, or services to the Village unless the contract for the transaction was entered into prior to the employee's first date of employment at the Village.

21.6 Unauthorized Compensation

Employees, their spouses, and minor children are prohibited from accepting any compensation, payment, or item of value when the employee knows, or should know with the exercise of reasonable care, that is given to influence an action in which the employee was expected to participate in their official capacity.

21.7 Misuse of Position

Covered Persons are prohibited from, whether corruptly or not, using or attempting to use their position or any property or resources which may be within their trust, or perform their official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. "Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of an official or employee which is inconsistent with the proper performance of their public duties.

Specifically, an employee shall not use their official position, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which they know or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:

- The employee.
- Their spouse or domestic partner, household member or persons claimed as dependents on the official or employee's latest individual federal income tax return, or the employer or business of any of these people.
- A sibling or stepsibling, child or stepchild, parent or stepparent, niece or nephew, uncle or aunt, or grandparent or grandchild of either or of their spouse or domestic partner, or the employer or business of any of these people.
- An outside employer or business of theirs, or of their spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business.
- A customer or client of the official or employees outside employer or business.
- A substantial debtor or creditor of theirs, or of their spouse or domestic partner—"substantial" for these purposes shall mean at least ten thousand dollars (\$10,000.00) and shall not include forms of indebtedness, such as a mortgage and note, or a loan between the employee and a financial institution.
- A civic group, union, social, charitable, or religious organization, or other not for profit organization of which they (or spouse or domestic partner) are an officer or director.

21.8 Use of Public Property

No employee of the Village shall request, use, or permit the use of Village-owned vehicles, facilities, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such Village property is to be restricted to such services as are available to the Village residents or employees generally, pursuant to a recognized program, or for the conduct of official Village business, or at the sole discretion of the Department Director for purposes of education or training.

Authorized personal uses include taking an assigned Village vehicle to lunch on workdays as needed, use of a Village copy machine at cost, stopping to run personal errands when the destination point is in conjunction with official or authorized business, and other nominal personal uses as permitted by law.

21.9 Non-Solicitation

No Village employee may use or cause the use of Village time or property in any manner to promote any personal issue, political issue, candidate, or labor union activity or to solicit funds for any political or labor union purpose or to influence the outcome of any election. With the exception of Village-approved activities, peddling or soliciting for sale or donation of any kind on Village premises during normal working hours is not allowed. Exceptions may be granted by the Village Manager. Notwithstanding this provision, the Village Manager may authorize an employee

bulletin board for informal communications between employees or other notices and communications.

Working hours and Village time include the working time of both the employee doing the soliciting or distributing, and the employee to whom such activity is directed. Employees are free to discuss these matters before or after normal working hours, and during lunch or rest periods in non-work areas.

21.10 Political Activities

No Village employee shall seek or accept appointment or election to any public office when the holding of such office would be deemed to be dual office holding, as prohibited by law.

No officer or employee of the Village shall engage in any political activity which is prohibited under state or federal law. Any person engaged in such an activity shall be subject to disciplinary action, including immediate dismissal.

Nothing herein shall prohibit employees from expressing their opinion on any candidate or issue, or from participating in any political campaign, during the employee's off-duty hours, so long as the employee makes clear that their opinions are of a personal nature and not those of the Village.

21.11 Disclosure of Certain Information

Current and former employees of the Village are prohibited from disclosing or using information not available to members of the general public and gained by reason of their position, except for information relating exclusively to governmental practices, for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.

21.12 Solicitation or Acceptance of Honoraria

The Village Manager, Village Clerk, Village Building Code Inspector, employees with the power to grant or deny a land development permit, and any purchasing agent with authority to make any single purchase in excess of \$20,000 on behalf of the Village are prohibited from soliciting an honorarium which is related to their public office or duties. An honorarium means any payment of money or anything of value, directly or indirectly, to the employee, or to any other person on their behalf, as payment for a speech, address, oration or other oral presentation by the employee, regardless of whether presented in person, recorded or broadcast over the media, or for a writing by the employee that is intended to be published (other than a book). Because an honorarium does not include the payment or provision of actual and reasonable transportation, lodging, and food and beverage expenses related to the honorarium event, including any event or meeting registration fee for the employee and spouse, the employee may accept payment of such expenses related to an honorarium event, provided the employee receives a statement listing the name and address of the person providing the expenses, a description of the expenses provided each day, and the total value of the expenses provided for the event within sixty (60) days of the event and receives a waiver from the Village Council authorizing acceptance of such expenses, as more specifically outlined under the Travel Expenses section of this policy. If the Village Council authorizes

acceptance of the expenses, the employee must disclose such expenses and approval annually in the financial disclosure when such expenses are paid by a political committee or committee of continuous existence or from a person who, for compensation, seeks or sought to influence the governmental decision making of the Village Manager or purchasing agent, or who encouraged the passage, defeat, or modification of any proposal or recommendation by the Village Manager, purchasing agent, or the Village Council, within the past twelve (12) months.

Moreover, speeches and presentations which are related to Village services delivered by Village employees to community and professional organizations shall generally be made without charge. If an organization wishes to give an honorarium or contribution for such a presentation, the remuneration must be made to the Village, not to the individual employee.

An honorarium or contribution for a speech or other presentation made by a Village employee to a group outside the Village either during working time or for which the Village provided travel expenses, will also be made to the Village.

Such contributions and honorariums shall be turned over to the Village for disposition.

21.13 Travel Expenses

No employee shall accept, directly or indirectly, any travel expenses including, but not limited to, transportation, lodging, meals, registration fees and incidentals from any municipal contractor, vendor, service provider, bidder, or proposer as applicable. The Village Council may waive the requirements of this subsection by a majority vote of the Village Council. The provisions of this subsection shall not apply to travel expenses paid by other governmental entities or by organizations of which the municipality is a member if the travel is related to that membership.

21.14 Contingency Fees

No person shall, in whole or in part, pay, give, or agree to pay or give a contingency fee to another person. No person shall, in whole or in part, receive or agree to receive a contingency fee. “Contingency fee” means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: an ordinance, resolution, action or decision of the Village Council, any employee authorized to act on behalf of the Village Council, the Village Manager, or any action or decision of an advisory board or committee. This prohibition does not apply to real estate brokers when acting in the course of their profession as regulated by Florida Statutes, §§ 475.001—475.5018, as may be amended. Nothing in this section may be construed to prohibit any salesperson from engaging in legitimate government business on behalf of a company from receiving compensation or commission as part of a bona fide contractual arrangement with that company provided such compensation or commission is ordinary and customary in the industry. Nothing in this section may be construed to prohibit an attorney from representing a client in a judicial proceeding or formal administrative hearing pursuant to a contingent fee arrangement.

21.15 Honesty in Applications for Positions

No person seeking to become an officer or employee or seeking to enter into a contract to provide goods or services to the Village, may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or services to the Village.

21.16 Federally Funded Programs

In addition to this policy, an officer or employee whose position is funded totally or primarily with federal funds shall be governed by the applicable rules established by the United States Civil Service Commission and its Office of Personnel Management. Any person who administers federal funds under a contract which limits the political activities of the administrator, or which incorporates U.S. Civil Service Commission rules shall comply with those provisions. Failure of any officer or employee to comply with applicable restrictions imposed by such a grant or contract shall be subject to disciplinary action, including immediate dismissal.

21.17 Ethics Training

At the beginning of employment and throughout the course of employment, employees are advised of their obligations to comply with the Palm Beach County and State of Florida Code of Ethics. Training provided by the Village is mandatory for all Covered Persons, whether initial training or follow-up training. The Village provides initial training within sixty (60) days of employment and follow-up training on the ethics obligations of Covered Persons approximately every twenty-four (24) months. The Human Resources Department shall act as liaison between Village and the Commission on Ethics with respect to ethics training. Employees must complete the acknowledgement form upon completion of training to be placed in their personnel file.

21.18 Consequences for Violations

Any employee who engages in a prohibited conflict of interest, as specified above, shall be subject to discipline, up to and including immediate termination of employment.

Additionally, any employee may be subject to investigation by the Florida Commission on Ethics, the Palm Beach County State Attorney's Office, Palm Beach County Commission on Ethics, or other enforcement agencies, which may result in civil and/or criminal penalties, if the violation of this policy also constitutes a violation of Florida or applicable local law.

21.19 Reporting Violations

Employees must contact their immediate supervisor or Department Director if they have any questions concerning the Conflict of Interest and Code of Ethics Policy. Suspected violations of the Conflict of Interest and Code of Ethics Policy must be reported immediately to their Department Director or the Village Manager. Employees may report their concerns verbally or in writing. Department Directors receiving reports of alleged violations must immediately forward the report to the Village Manager for action.

Employees may also report suspected violations of this policy to the Palm Beach County Inspector General or the Palm Beach County Commission on Ethics.

The Village will not retaliate against any employee who reports suspected violations of this Conflict of Interest and Code of Ethics Policy unless it is determined the report was made in bad faith or maliciously.

In the event state or local law governing conflicts of interest and ethics is amended, any such applicable amendments will control.

Chapter 22: Discipline Guidelines

22.1 Purpose

It shall be the duty of all Village employees to maintain high standards of competence, conduct, cooperation, efficiency, and economy in their work. Department Directors and supervisors shall organize and direct the work under their direction in a manner calculated to achieve these objectives.

When employee performance, conduct, or behavior issues occur, it is the responsibility of all supervisors, managers, and Department Directors to administer disciplinary action in a fair and consistent manner. Disciplinary actions involving suspension, demotion, or termination require the approval of the Village Manager, in consultation with the Human Resources Department.

22.2 Standards of Conduct

Making the Village of Palm Springs a great place to live and work requires that employees maintain proper standards of conduct at all times. As an employee of the Village, your performance and conduct are in the public eye of Village of Palm Springs residents. Employee actions and behavior directly affect the Village's reputation, and you must be constantly aware of the image you project to the public.

The Village of Palm Springs has established policies and procedures to guide employee performance. These do not cover all the work an employee is required to do, and do not replace the need to use sound judgment and common sense. Employees who fail to maintain proper standards of conduct or exhibit sub standard performance may be subject to appropriate corrective action, up to and including termination.

A partial list of unacceptable behavior has been developed as a guideline of employee standards of conduct while employed by the Village. Any and all violations may be subject to disciplinary action, up to and including termination. The Village recognizes that each instance differs in many

respects from seemingly similar situations. The Village retains the right to treat each occurrence on an individual basis and without creating a precedent for other cases which may arise in the future. The types of offenses are not to be construed as a limitation upon the retained rights of the Village. These guidelines provide recommended standard penalties to apply for specific offenses. This means that a more severe penalty may be issued than that which appears as the recommended level of discipline. In addition to the types of offenses listed below, infractions of written departmental rules and regulations will subject the employee to disciplinary action.

Non-bargaining, probationary, seasonal, part-time, and temporary employees' employment with the Village of Palm Springs is at will. The Village reserves the right to terminate employment of such employees at any time, for any reason, with or without cause, with or without prior notice or with or without prior disciplinary action.

22.3 Progressive Discipline

Although the Village Manager reserves the right to terminate employees at any time for any lawful reason, generally discipline shall be progressive and shall be designed to correct the infraction, performance, or negligent act or omission.

Progressive discipline is the process of using increasingly severe steps or measures when a member fails to correct behavior(s). For progressive discipline to occur, the time between incidents should normally be no more than two years. The degree of discipline administered will take into account the severity of the infraction and shall be in accordance with Village regulations as well as local, state, or federal laws and regulations. Although the Village Manager reserves the right to terminate employees at any time for any lawful reason, generally discipline shall be progressive and shall be designed to correct the infraction, performance, or negligent act or omission. Discipline may also start at a higher level depending on the seriousness of the offense."

22.4 Types of Offenses/Bad Conduct

The group listings below are not all-inclusive. It is impossible to list all actions and behaviors that would be considered unacceptable and subject an employee to disciplinary action. All employees are required to follow Village policies, practices, and procedures, use sound judgment and common sense, and to ask their supervisor if they need assistance to guide their actions. Some types of conduct for which an employee may be disciplined include, but are not limited to:

1. Reporting to work under the influence of intoxicants or nonprescription/illegal drugs or using such substances while on Village property.
2. Failure to follow lawful orders or being insubordinate toward a supervisor or someone in authority.
3. Being absent from work without permission or failure to report to the supervisor or Department Director when one is absent for three (3) consecutive workdays will be considered job abandoned. The employee is deemed to have quit and will be terminated immediately.

4. Being habitually absent or tardy for any reason.
5. Failure to perform assigned work in an efficient or effective manner.
6. Being wasteful of material, property or working time.
7. Inability to get along with fellow employees, so that the work being done is hindered and not up to required levels or standards.
8. Failure to observe property security procedures.
9. Conduct on the job which violates the common decency or morality of the community.
10. Commission of any felony, or a misdemeanor involving violence, dishonesty, or moral turpitude related to employment.
11. Violating safety rules and regulations.
12. Speaking critically or making derogatory or false accusations so as to discredit other employees, supervisors or elected or appointed officials.
13. Removal, theft or conversion of any Village money, equipment, merchandise, or property, including property normally under the employee's care, custody and control.
14. Lying to supervisors in connection with your job.
15. Dishonesty, including intentionally giving false information, intentionally falsifying records or making false statements regarding employment.
16. Being on Village premises during nonworking hours without permission, and against a supervisor's direct order.
17. Divulging or misusing confidential information, including removal from Village premises, without proper authorization, any employee lists, records, designs, drawings, or confidential information of any kind, or any information which is exempt from inspection or copying pursuant to Section 119.07, Florida Statutes.
18. Accepting fees, gifts, or other valuable items in performance of the employee's official duties for the Village, in violation of these regulations or Chapter 112, Florida Statutes.
19. Inability or unwillingness to perform the assigned job.
20. Falsification of time records for payroll.
21. Abuse of personal leave time privileges by obtaining personal leave time pay falsely or under false pretenses.
22. The use of profanity or abusive language towards a fellow employee, supervisor, an elected or appointed official or member of the general public while performing official duties as a Village employee.
23. Violation of the drug free workplace policies.
24. Violation of the policy preventing harassment and discrimination in the workplace.
25. Violation of any of the employment regulations.

22.5 Discussion Form

The employee discussion form is used as a coaching method in the event an employee's performance, attitude, work habits or personal conduct at any time fall below a desirable level. Discussion forms are **not** a part of the disciplinary folder within an employee's personnel file.

22.6 Types of Discipline and Disciplinary Process

The following sets forth major categories of discipline that may be used by the Village in personnel issues. Supervisors and Department Directors are required to consult with the Human Resources Department at each step in the disciplinary process. While supervisors may issue Verbal Warnings with the Department Director's approval, only Department Directors may issue Written Reprimands. Please note that Suspensions, Demotions, and Terminations must be reviewed by the Human Resources Department and approved in writing by the Village Manager prior to any action being taken.

All disciplinary actions should be discussed with the Human Resources Department prior to issuance.

Verbal Warning

Whenever employee performance, attitude, work habits or personal conduct at any time fall below a desirable level, supervisors and/or the Department Directors shall inform employees promptly and specifically by documented Verbal Warning. A Department Director or supervisor may determine that the first course of disciplinary action is a Verbal Warning. A Verbal Warning shall reference the actions for which the warning is issued. A record of such shall be documented by the individual who issued it, provided to the employee, and a copy shall be provided to Human Resources for the personnel file.

Written Warning

In situations where a documented Verbal Warning has not resulted in the expected improvement or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee, a Written Warning may be issued defining the nature of the infraction. The Written Warning shall be provided to the employee and a copy shall be provided to the Human Resources Department to be placed in the employee's personnel file. The employee's Department Director initiates and approves a Written Warning.

Suspension Without Pay

Suspension is the temporary separation of a Village employee from assigned duty for a definite period of time without pay. A Village employee may be suspended for disciplinary purposes when, in the judgment of the Department Director after consultation with the Human Resources Department and approval by the Village Manager, lower level of discipline has not had the desired corrective effect or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee. The reason(s) for any suspension and the time period of any such suspension shall be given to the Human Resources Department in writing on the form provided, one copy of the form to be given, e-mailed, or mailed, to the employee before the suspension shall become effective; one copy to be retained by the Department Director. Suspensions are generally issued for one (1) day on the first suspension, for three (3) days on the second suspension, and five (5) days on the third suspension.

Demotion

An employee may be demoted or assigned to less responsible work for any reason, which may include a corresponding reduction in pay. A demotion occurs where the employee is moved to another position for which a lower maximum rate of pay is established. The Village Manager must approve all demotions may consult with the Human Resources Department prior to a determination being made. Documentation of the demotion shall be placed in the employee's personnel file. Demotion shall not be used as a substitute for discharge when discharge is warranted.

22.7 Involuntary Discharge/Termination

Discharge/termination is permanent separation of employment. Non-bargaining, probationary, seasonal, part-time, and temporary employees may be discharged/terminated at any time without cause or prior notice. A Village employee subject to a collective bargaining agreement may be discharged/terminated for disciplinary purposes or for good and sufficient cause when, in the judgment of the Village Manager or designee, prior written warning and/or suspension has not had the desired corrective effect or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee. The reason(s) for any proposed discharge/termination shall be given to the Human Resources Department in writing on the form provided and shall require the prior approval of the Village Manager or designee; one copy of the form to be given, e-mailed, or mailed, to the employee before the discharge shall become effective; one copy to be retained by Human Resources in the personnel file. Non-bargaining, probationary, seasonal, part-time, and temporary employees, and those whose appointment is on other than a permanent basis, may be discharged/terminated at any time without cause or prior notice by the Village Manager or designee without the right of appeal or hearing in any manner.

22.8 Pre-Determination Meeting

Members of collective bargaining units shall be governed by their collective bargaining agreements for specific procedures concerning the disciplinary process where the process conflicts with this policy. Similarly, procedures relating to discipline of certain law enforcement officers shall comply with applicable state law.

22.9 Pre-Termination Meeting

Regular, full-time employees covered by collective bargaining agreements will be given an opportunity to attend a pre-termination meeting. The meeting must be held prior to the effective termination date to provide the employee with an opportunity to discuss the specific allegations promoting the proposed termination with the Department Director involved. The Village Manager or designee shall preside at such meeting. Upon full and fair consideration of all facts and information presented at the meeting, the Village Manager or designee shall notify the employee in writing with respect to the decision regarding the proposed termination.

22.10 Post-Termination Name-Clearing Process

In the event of an involuntary termination, a non-probationary bargaining unit employee will be provided reasons for termination and, in many cases non-probationary non-bargaining unit

employees may also be provided with such reasons. When the document providing reasons for the termination has the effect of stigmatizing the employee's reputation, and where the employee claims that such reasons are untrue, the employee shall be provided notice of the opportunity to request a "Name Clearing Process."

The purpose of a "Name Clearing Process" is to allow the employee an opportunity to tell their side of the story and respond to the charges. *The "Name Clearing Process" is not an appeal of the termination or an opportunity to gain reinstatement.* At or prior to the meeting, the employee has an opportunity to provide their position in writing so that it may be included in the personnel file and made part of the record open to the public under Florida's public records laws.

To request a "Name Clearing Process," employees must deliver the request to the Village Manager in writing within ten (10) calendar days of the date of the termination. A meeting will generally be provided by the Village within ten (10) calendar days of receipt of the employee's request for such a meeting. No such meeting will be held if a written request is not timely delivered by the employee. The employee may provide witness statements at or prior to the meeting. The meeting will be held before the Village Manager or designee, including but not limited to, the Human Resources Director.

Employees covered by Collective Bargaining Agreements may use this process or any grievance process provided for in the CBA, but not both.

22.11 Performance Improvement Plans

An employee who fails or refuses to satisfactorily perform any of the duties of the position may be placed on a Performance Improvement Plan in addition to any disciplinary action. However, the Village reserves the right to terminate employees for performance issues without having previously issued a Performance Improvement Plan. Please see **Chapter 3: Employment and Performance Reviews** for additional information regarding Performance Improvement Plans.



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #12: (*Quasi-Judicial Hearing*) Resolution No. 2023-40 - Residential Multi-Family Site Development Plan (SPR23-08) - 2689 Kirk Road and 4056 Linda Lane

SUMMARY: Ana Colom, agent for AMJ Property Management LLC ("Applicant"), is requesting a Site Development Plan approval (**SPR23-08**) for the combination of the two (2) residential multi-family parcels located at 2689 Kirk Road and 4056 Linda Lane, to allow the construction of five (5) additional residential dwelling units in addition to the existing single-family residence, for a total of six (6) residential dwelling units to be called Townhomes at Linda Lane.

The proposed development constitutes 10,710 square feet of building area, including five (5) residential units and an office. The property is located on the southwest corner of the intersection of Linda Lane and Kirk Road. Each unit will be configured with three bedrooms, 2 and 1/2 bathrooms, and a kitchen. Each unit will have a washer and dryer and a one-car garage with two (2) additional parking spaces within the driveway. The existing residence will remain and will be rented along with the five (5) new units as part of the rental community.

Note: This proposed residential community would have two (2) access driveways along Linda Lane right-of-way.

The Planning and Zoning Board considered this application during their July 11, 2023, meeting and recommended approval.

Resolution No. 2023-40 was advertised in the Lake Worth Herald on June 29, 2023.

The Planning & Zoning Staff does not object to the Residential Multi-Family Development Site Plan and recommends conditional approval of the proposed development subject to the conditions listed on the Staff Report.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation.

ATTACHMENTS:

1. Resolution No. 2023-40 - Site Development Plan SPR23-08 -2689 Kirk Rd and 4056 Linda Ln
2. Exhibit "A" Staff Report and Conditions of Approval
3. Application project narrative
4. Site Plan, Landscape Plans, Architectural Plans and Letter
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-40

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY ANA COLOM (“APPLICANT”) FOR SITE DEVELOPMENT PLAN (SPR23-08) TO ALLOW THE CONSTRUCTION OF FIVE (5) DWELLING UNITS WITH AN OFFICE, FINDING THE APPLICANT’S REQUEST CONSISTENT WITH DENSITY ALLOWANCES OF THE MEDIUM-DENSITY LAND USE CATEGORY AND COMPATIBILITY WITH SURROUNDING USES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ana Colom Ana Colon, agent for AMJ Property Management LLC (“Applicant”), is requesting approval of a Site Development Plan (SPR23-08) to allow the construction of five dwelling units with an office, finding the applicant’s request consistent with density allowances of the Medium-Density land use category and compatibility with surrounding uses; and

WHEREAS, the Planning & Zoning Board (“Board”) heard and considered the Site Plan Amendment at the Board’s July 11, 2023 meeting, and the Board’s recommendation has been transmitted to the Village Council; and

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

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

Section 1. Ana Colom (“Applicant”) is requesting approval of a Site Development Plan (SPR23-08) to allow the construction of five dwelling units with an office, finding the applicant’s request consistent with density allowances of the Medium-Density land use category and compatibility with surrounding uses property located at 2689 Kirk Road and 4056 Linda Lane.

Section 2.

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

OR

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby denies the application for the following reason(s):

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

Section 3. This Resolution shall take effect immediately upon adoption.

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

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

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

Resolution No. 2023-40 – Site Development Plan (SPR23-08) – Residential Multi-Family
Site Plan Development – 2689 Kirk Road and 4056 Linda Lane

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



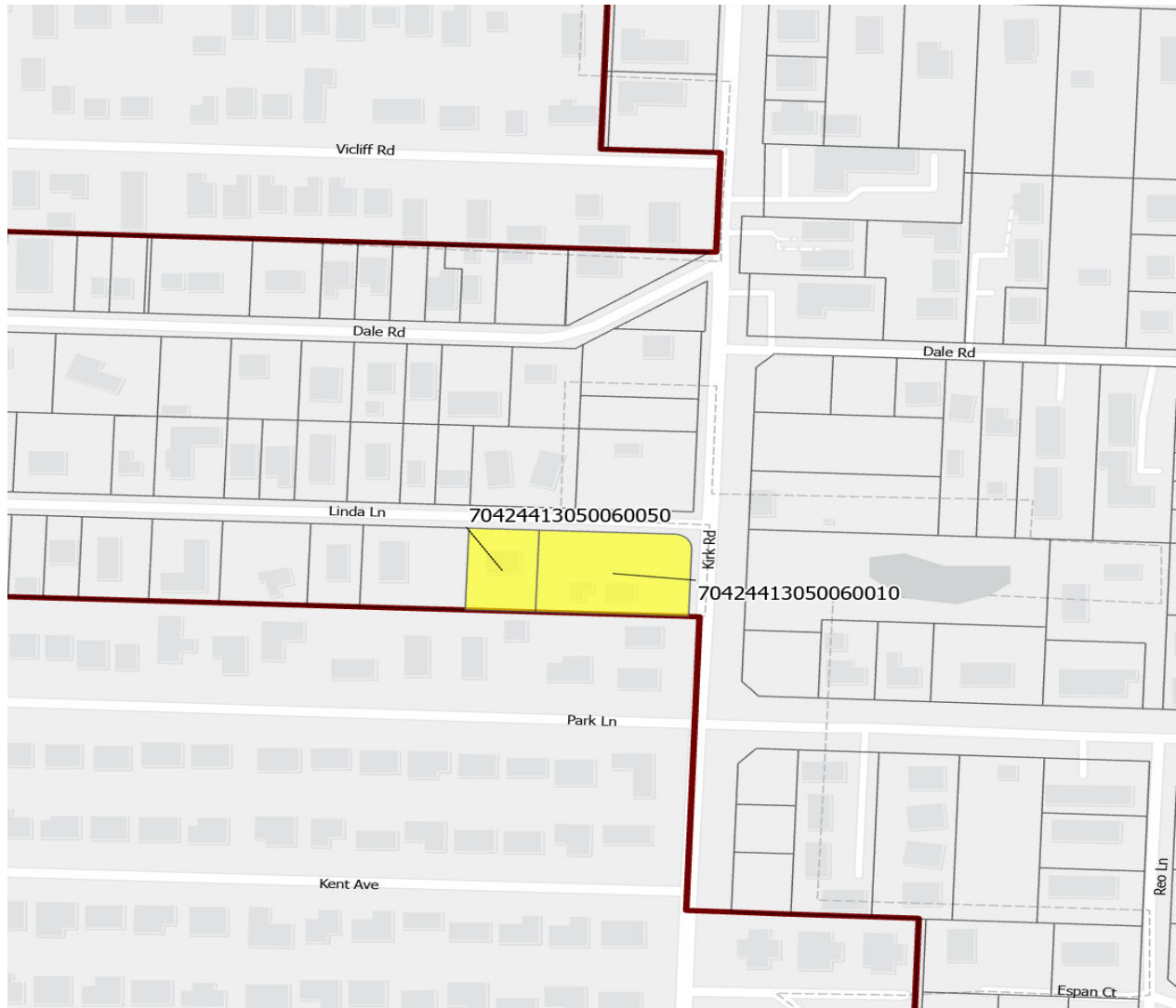
PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Residential Multi-Family Site Development Plan - 2689 Kirk Road and 4056 Linda Lane

Application Summary			
Applicant / Petitioner	Ana Colom	Submittal Date	August 31, 2023
Reference Name	Townhomes at Linda Lane	Case Number	SPR23-08
		Parcel Control No	70-42-44-13-05-006-0010 & 70-42-44-13-05-006-0050
Location	2689 Kirk Road and 4056 Linda Lane	Site Area	±1.05 acres
P&Z Bd	July 11, 2023		
Village Council	August 17, 2023		
Requests			
Proposed Use(s)	Residential Multi-Family Development Site Plan for the construction of 5 two-story residential townhomes units and an office totaling 10,710 square feet. There is an existing single-family residence on the property which is proposed to be renovated. The total number of residential dwelling units will be 6.		
Number of Buildings	2 buildings total 1 two-story townhome building with 5 residential dwelling units and an office: Office – 400 sf, unit # 1 – 2,160 sf, unit # 2 – 2,129 sf, unit # 3 – 2,145 sf, unit # 4 – 2,119 sf, unit # 5 – 2,157 sf 1 existing residential single-family home – 1,688 sf		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Office 1/200 @ 400 = 2 spaces 6 Units @ 2.5/du + 25% = 19 Total = 21	21 spaces	Yes
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (North)	25'	58.2'	Yes
Rear yard (South)	25'	25.8"	Yes
Side interior yard (West)	15'	132" Exiting house 29.4'	Yes
Side corner yard (East)	20'	41.2'	Yes
Site Characteristics			
Existing Use	Existing Single-family & Vacant lot	Proposed Use	Multi-family
Existing Zoning	Residential Multiple-Family (RM)	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 Multiple-family & Vacant lot	Medium Density Residential	Residential Multiple-Family (RM)
South	Residential	Unknown Unincorporated PBC	Unknown Unincorporated PBC
East	Community Park	Low Density Residential	Residential Multiple-Family (RM)
West	Residential Multiple-family home	Medium Density Residential	Residential Multiple-Family (RM)

Recommendation

Planning, Zoning & Building Staff recommends conditional approval of the residential Multi-Family site plan to allow the construction of five dwelling units with an office, finding the applicant's request consistent with density allowances of the Medium-Density land use category and compatibility with surrounding uses.



I. Site History

- Ordinance 2011-01: Annexation

The property was voluntarily annexed into the Village of Palm Springs on January 27, 2011 and designated with the Land Development as Residential Multiple-Family zoning district, and Future Land Use category of Medium Density Residential. At the time of the annexation, the property was developed with a single family residential.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Medium Density Residential and Residential Multiple-Family (RM), respectively. The proposed site plan to construct five additional residential dwelling units with an office is supported by the Medium Density (10 DU/acres). The requested is consistent with goals, objectives, and policies of the Village's Comprehensive Plan.

III. Neighborhood Compatibility

- 1) All surrounding properties are commonly zoned Multiple-Family
- 2) The proposed Site Plan maintains the use of the property as residential.
- 3) The total of 6 dwelling unit is compatible with surrounding properties.

IV. Regulatory Issues

- The site plan generally conforms to the property development standards of the RM district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) The property owner shall execute a Unity of Title to combine both properties.
 - 3) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue, PBC Engineering - Roadway Production and Village of Palm Springs are required prior to construction.
 - 4) All of conditions of approval provided by Engenuity Group on June 23, 2023 letter, shall be corrected during the Civil/Utility plan review application.
 - 5) Civil/Utility plans shall be approved by the Village's Engineer.

V. Environmental Issues:

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

VI. Community Outreach/ Notification

- The subject property was posted on June 30, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on June 30, 2023
- Legal advertisement was published in the paper on June 29, 2023
- Staff has not received any inquiries or comments as a result of the notices.

VII. Proposed Development Plan Details

The petitioner's development plans dated received on August 31, 2022 depicts the following:

- An application submitted for a Site Plan Approval for the construction of 5 additional residential dwelling units within 1 two-story townhome building.
 1. Site Plan dated received August 31, 2022 revised and resubmitted on April 6, 2023.
 2. Landscape plans dated received August 31, 2022 revised and resubmitted on April 6, 2023.
 3. Preliminary Engineering plans dated received August 31, 2022 revised and resubmitted on April 6, 2023.
 4. Architectural plans dated received August 31, 2022 revised and resubmitted on April 6, 2023.
 5. Preliminary Engineering.
 6. Photometric Plans.
 7. Boundary survey.
 8. Project narrative.
 9. Color Rendering
 10. Drainage calculations.

VIII Recommendation

The applicant is requesting a Site Development Plan approval to develop the 1.05 acres multifamily parcel. The property currently has two residential single-family units which one of them will remain and the other one will be demolished. The applicant is proposing to construct five (5) residential dwelling units with and office for a total of 6 residential dwelling units.

Each new unit will be configured with 3 bedrooms, 2 bathrooms and a half, a kitchen, a great room, and each unit will have 1 parking garage plus parking for two cars within the driveway.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed project to be consistent with goal, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. Staff recommends conditional approval of the Site Development Plan to allow the construction of the multifamily residential project, based on the applicant's generally compliance with the Village Land Development Regulations and compatibility with zoning district, subject to the following thirty-five (35) conditions below and a suggestion for a voluntary monetary contribution, requested by the School District to mitigate school impacts:

1. Site Plan approval is valid within 24 months of Council approval.
2. The Finished Floor Elevation shall be at least 18" above crown of the road.
3. A Utility/Civil plan shall be approved by the Village Engineer and Public Service Department **at time of permitting.**
4. The proposed bike rack shall accommodate at least 7 bikes, one for each unit and one for the office.
5. Garages shall be used for parking only. The standard lease restrictions shall prohibit the conversion of garages into habitable spaces or used as storage.
6. The standard lease restrictions shall prohibit the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
7. The legal instruments providing parking restrictions, shall be reviewed and approved by the Village Attorney and PZB Director **prior to issuance of the first building permit.**
8. No parking shall be allowed, under any circumstances, along the drive aisle. Residents and guest parking shall only occur within designated parking stalls, private driveways and private garages.
9. The installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles shall be prohibited on the property and shall be included as part of the lease for each unit.
10. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:
11. "NOTICE TO HOMEBUYERS/TENANTS"
12. "school age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561) 434-8100 for the most current school assignment(s)".
13. Utility easements shall not overlap more than 5' any landscaped buffers.
14. A root barrier shall be provided on trees that are within 12' of utility lines.
15. Any existing or proposed utility box/cabinet shall be screened from view. Staff recommends wrapping the cabinet/box with an appropriate design for the existing/proposed location.
16. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
17. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
18. Irrigation plans shall be provided **at the time of permitting.** Non-potable water shall be used for the irrigation system per Village code.
19. Provide permits from all applicable permitting agencies, including but not limited to PBC and Village of Palm Springs **at the time of permitting.**
20. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
21. All mechanical equipment's and above-ground infrastructure shall be screened from view.
22. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such

- additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
23. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
 24. All new electric utilities shall be underground.
 25. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & 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**.
 26. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
 27. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
 28. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
 29. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
 30. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
 31. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
 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.
-
35. The School District has requested the Applicant offer a voluntary commitment to make a contribution of \$18,005.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on October 13, 2022.



Village of Palm Springs Planning, Zoning & Building Department Unified Development Application

226 Cypress Lane
Palm Springs, FL 33461
Phone: (561) 584-8460
www.vpsfl.org

Prior to the submission of this application, the applicant must have a pre-application meeting with Planning, Building & Zoning staff to review the proposed project submittal and processing requirements.

Pre-Application Meeting Date: 02-23-2022.

Indicate the type of application you are applying for:

- | | |
|--|---|
| ☐ Comprehensive Plan Amendment (text) | ☐ Administrative Amendment |
| ☐ Future Land Use Map Amendment* | (Site Plan, Landscape Plans, Building Designs) |
| ☐ Rezoning * | ☐ Administrative Special Exception |
| ☐ LDR / Zoning Change (text) | ☒ Site Plan (Minor / Major / PD)* |
| ☐ Plat (Preliminary)* | ☐ Site Plan Amendment * |
| ☐ Plat (Final) | ☐ Special Exception* |
| ☐ Master Sign Plan | ☐ Development Order Amendment* |
| ☐ Temporary License Agreement | ☐ Variance (District Standard)* |
| ☐ Temporary Use Permit | ☐ Variance (Sign)* |
| ☐ Abandonment | ☐ Variance (Hours of Operation)* |
| ☐ Appeal | ☐ Administrative Variance |
| ☐ Utility /Civil Plan | ☐ Deed Restriction / Unity of Title |

INSTRUCTIONS:

1. All questions must be completed on this application. If not applicable, mark **N/A**.
2. Include all submittal requirements / attachments with this application.
3. All applicable fees are due when the application is submitted (Fees adjusted annually). Advertising, postage, and cost recovery, including professional fees incurred by the Village, will be billed to the Applicant.
4. Include mailing labels/stamped envelopes of all property owners within a 300 feet radius of affected site with signed affidavit (Application types marked with *).
5. All plans must be submitted no later than 3:00 p.m. 45 days prior to a Planning, Building & Zoning Board hearing (see schedule).
6. The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
7. Applicants presenting demonstration boards or architectural renderings to the Village Council must have an electronic copy (PDF) of each board submitted to Planning, Building & Zoning Department no later than the Wednesday preceding the meeting. Note: Representations made at the hearing, verbally or graphically, become part of the record.

Staff Use Only

Application Numbers: _____

Date Submitted: _____

Posted Signs Required: _____

SECTION 1-PROJECT INFORMATION:Project Name: TOWNHOUSES AT LINDA LANEProject Address: 2689 KIRK ROAD, PALM SPRINGS, FL
4056 LINDA LANE, PALM SPRINGS, FLLocation of Property: The subject property is located approximately -
mile(s) N, S, E, (W) (circle one) from the intersection of KIRK ROAD & LINDA LANE
& LINDA LANE, on the N, (S) E, W (circle one) side of LINDA LANE (street).Shopping Center / Office Building: —Acreage of Property: 1.05 Building Square Feet: 10,710 (UNITS)Density or FAR: — Plat Name: SEE SURVEY 457.9 (OFFICE)
11,167.9 (NEW CONST.)PCN Number(s): 70-42-44-13-05-006-0010
70-42-44-13-05-006-0050Dimensions of Property: 317.89 X 145.00Palm Springs CRA District, if applicable: N/A

See Section 14 also.

Legal Description: (or attach separate sheet)

SEE SURVEY

Property History, if applicable: Describe previous applications on property

Application #	Request	Action	Resolution / Ordinance #	Approval Date
N/A				

(Approved Variances, Special Exception, Site Plan, etc...) Include previous application numbers and any conditions of approval.

SECTION 2 - APPLICANT / OWNER / AGENT INFORMATIONOwner's Name: AMJ PROPERTY MANAGEMENT LLCOwner's Address: 6901 OKEECHOBEE BLVD. SUITE K3Owner's Email Address: MACAPITALINVESTMENTS@GMAIL.COMOwner's Phone: 561.502.3684 Owner's Fax: —Applicant, if different than Owner: TEAM ARCHITECTURE, INC.Agent: ANA COLOMContact Person: ANA COLOMAgent's Address: 2328 10TH AVE. NORTH, SUITE 200, LAKE WORTH, FL.Agent's Email Address: ACOLOM@TEAMARCHITECTURE.USAgent's Phone: 561.313.9073 Agent's Fax: —*All correspondence will be sent directly to agent unless otherwise instructed.***SECTION 3- LAND USE AND ZONING INFORMATION:****EXISTING**Zoning: RM - RESIDENTIAL ^{MULTI} FAMILYLand Use: MEDIUM DENSITY RES.Use: MULTI FAMILYPlat: SEE SURVEY**PROPOSED**Zoning: RM - RESIDENTIAL ^{MULTI} FAMILYLand Use: MEDIUM DENSITY RES.Use: MULTI FAMILY (6 UNITS)Plat: SEE SURVEY**ADJACENT LAND USE / ZONING / USE(S)**North: RMSouth: RMEast: CGWest: RM

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

Construct 5 new townhouses totaling 10,710 SF of improvements on the southwest corner of the intersection of Linda Lane and Kirk Road. Each townhouse will be 3 bedroom and 2 ½ baths with a one car garage and an outside parking space. An existing residence will remain and will be rented along with the 5 townhouses as part of the rental development. Total building area 12,855.9 (including office and existing residence).

The total area of the property is 45,378 SF (1.05 acres).

SECTION 5- PROJECT AUTHORIZATION

OWNER CERTIFICATION

(If more than one owner, attached executed Certifications for each)

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. The undersigned hereby petitions the Village of Palm Springs Staff, Planning, Building & Zoning Board, and the Village Council to call Public Hearings upon due Public Notice in accordance with the Rules, Regulations, and Laws as promulgated by the Village of Palm Springs. The cost of which petition and notice and other costs as promulgated by rule is hereby assumed by the undersigned.

Signature of Owner

Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____ by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement _____

Name of officer taking acknowledgement--typed, printed or stamped _____

Title or rank _____ Serial number _____

AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.

Signature of Agent

Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____ by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement _____

Name of officer taking acknowledgement--typed, printed or stamped _____

Title or rank _____ Serial number _____



GENERAL SUBMITTAL REQUIREMENTS FOR ALL APPLICATIONS:

- Completed Application, with original signatures, and applicable filing fees
- Evidence of Ownership (recorded warranty deed, title policy, or attorney's opinion)
- Owner's Authorization for Agent or Applicant to file application
- Current Survey (dated not more than 12 months prior to date of submittal)
- Color Photographs of entire property
- Traffic Study or Statement (2 copies)*, as applicable
- One (1) electronic version of complete application, narratives, plans, reports and supplemental documents in .pdf format

ADDITIONAL REQUIREMENTS FOR PUBLIC HEARING APPLICATIONS:

- Radius Map and Listing of all property owners within 300 feet of the property, from the Palm Beach County Property Appraiser's Office - contact their Mapping Department at 355-2881.
- One (1) Set of Mailing Labels and Pre-Stamped Envelopes for all property owners within said 300 feet radius
- Public Notice Sign: One sign for each street frontage shall be posted no less than 10 calendar days prior to the hearing. The sign shall be legible from a distance of 100 feet and shall contain a description of the approval being sought, the date, time and location of hearing, and a statement that the application is available for inspection in the Village Planning, Building & Zoning Department (**see attached**).
- Affidavit (**see attached**) certifying to listing and sign posting

**Transmit traffic study directly to Palm Beach County Traffic Engineering with applicable review, and copies to the Village – TPS letter is required prior to public hearings*

SECTION 6 - LAND USE PLAN AMENDMENT APPLICATION ONLY

Existing Village Land Use/Rezoning: _____

Requested Village Land Use/Rezoning _____

Reason or basis the land use change/rezoning is required and the intended use or uses this request will accommodate.

ATTACH: LAND USE CHANGE: Analysis of Existing and Proposed Use(s), including analysis of infrastructure/public services, natural resources, open space, affordable housing, land use compatibility, intergovernmental coordination, and consistency with adopted goals, objectives and policies.

REZONING: Confirmation of the provisions of all necessary facilities and systems, including storm drainage, water supply, sewage treatment, solid waste disposal, public safety protection, recreational and park areas, school sites and any other services, where applicable.

SECTION 7 – APPEAL ONLY

- ☐ Appeal of LDB Action
- ☐ Appeal of Decision / Interpretation of Planning, Building & Zoning Director
- ☐ Appeal of Interpretation / Requirement of Building Official

Requirement or Code Section Being Appealed or That Is At Issue:

Summary of Decision or Condition being Appealed:

Summary of the Relief being Requested:

SECTION 8 – VARIANCE ONLY

(Administrative / Standard / Hours of Operation / Sign)

Related Applications _____

Code Section: _____

Required: _____

Request: _____

Details of Variance Request or Appeal:

ATTACH NARRATIVE AS ADDITIONAL PAGE(s)

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

- a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same Planning, Building & Zoning district.
- b. That the special conditions and circumstances do not result from the actions of the applicant.
- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.
- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.
- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

SECTION 9 – SPECIAL EXCEPTION ONLY (Site Plan Required Also)

Requested Use: _____

Supplemental Regulations Applicable? ☐ Yes ☐ No

ATTACH NARRATIVE AS ADDITIONAL PAGE(s)

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

- (1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.
- (2) The proposed special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of this Code.
- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
- (5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.
- (6) That the proposed special exception use:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.
 - c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
 - d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
 - e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

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

SECTION 10 – SITE PLAN SUBMITTAL REQUIREMENTS

- In original submittal, provide five (5) copies (24"x36") of the following plans listed as they pertain to the project in full sets. Including three (3) sets of all plans shall be signed and sealed original.
 - Provide a Thumb Drive with all submittal materials in pdf format.
 - Site plan packages must include but are not limited to :
 1. Site Plan (see Technical Specifications in Sec. 34-685 of the Code)
 2. Landscape Plan
 - a. Must show all species and sizes (Florida Grade No.1 only)
 - b. Tree survey of existing site
 - c. Irrigation plans desired, but not required until permitting
 3. Building Architectural Plans
 - a. Elevations (label each side according to compass direction)
 - b. Roof plan for screening of mechanical equipment
 - c. Color, Material and Texture Specifications/Schedule
 - d. Building colors shall include paint company name, number, and paint color name (color chips preferred)
 - d. Color Rendering
 - e. Details of site amenities (bike racks, benches, trash receptacles, etc.)
 4. Photometric plan
 - a. Must show spillover at property line
 5. Boundary Survey
 - a. Needs to be within the last calendar year
 - b. Needs to show Acreage
 - c. Needs to show proper Parcel ID number
 - d. Needs to have Title Commitment Policy and number referenced,
- OR
- e. Abstract Survey can be used
 6. Tabular data
 7. Dumpster locations (include recycling)
 8. Accessible pedestrian routes from street to building
 9. Truck (garbage, delivery, etc.) turning radii (AutoTurn Analysis)
 10. Fire Hydrant locations

11. Utility Tie-Ins
 12. Adjacent Zoning
 13. Ultimate right-of-ways widths and elevation of adjacent road(s)
 14. Dimensions on buffers, drive isles and driveways and any other pertinent site
 15. Floor Plan
 16. Life Safety Plan, if applicable
 17. Finished Floor Elevation
 18. Sign Plans
 - a. general location plan
 - b. details for each sign, including dimensions and summary of sign face area, all coloring (letter, logo, backing, cabinet, etc)
 - c. master sign plan specifications, if applicable
 19. Paving, Grading and Drainage Plans and Drainage Calculations.
- Copy of FDOT Pre-Approval Letter, as applicable
 - If proposing new residential units, School Capacity Availability Determination

RESUBMITTALS for Technical Review: **Submit a letter identifying each review comment and the revision or response provided**, together with five (5) copies of each revised plan sheet, and thumb drive with .pdf files of revised sheets, reports, narratives, and supporting documents;

PLANNING, BUILDING & ZONING BOARD DISTRIBUTION: At least 20 days prior to LDB hearing, submit ten (10) full sets (24"x36") (3 signed/sealed) and thumb drive with .pdf files, revised per and approved by the technical review agencies.

VILLAGE COUNCIL DISTRIBUTION: At least 20 days prior to the VC hearing, submit five (5) sets (24"x36") (3 signed/sealed) and thumb drive with .pdf files, revised to address LDB recommendations, if required.

NOTE: Copies of any graphics or handouts used at a public hearing must be provided to the recording clerk and made part of the formal record.

NOTE: Representations made at the hearing, verbally or graphically, become part of the record, and are enforceable as part of the development order.



AFFIDAVIT CERTIFYING TO PUBLIC HEARING NOTICE REQUIREMENTS

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared who after being sworn, stated the following:

1. That I _____ have prepared/ obtained a complete list (and the required mailing labels) of the owners of real property, together with their mailing addresses, that are within three hundred (300') feet of the subject property, as set forth in the current Official Tax Roll of Palm Beach County.
2. That to the best of my knowledge, said list is complete and accurate.
3. Notice signs were posted on the premises a minimum of 10 days in advance of the public hearing. Attached, are photographs of the signs showing their placement on the property and proximity to the abutting right-of-way.

Signature of Affiant/Applicant

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement _____

Name of officer taking acknowledgement--typed, printed or stamped _____

Title or rank _____ Serial number _____

PUBLIC NOTICE

VILLAGE OF PALM SPRINGS

PLANNING, ZONING & BUILDING

This property is the subject of the following request(s):

- | | |
|--|--|
| ☐ Site Plan | ☐ Planned Development |
| ☐ Special Exception | ☐ Land Use Amendment |
| ☐ Development Order Amendment | ☐ Rezoning |
| ☐ Variance | ☐ Other _____ |

Petition Number: _____

Request: _____

Public hearing date(s) are as follows:

Planning & Zoning Board:

Village Council:

The public hearings indicated above are to be held in:

The Village of Palm Springs Council Chambers, 226 Cypress Lane, Palm Springs.

For Additional Information contact the Palm Springs Planning, Building & Zoning Department: (561) 584-8200 x 3. Interested parties may appear at the public hearing(s) and be heard with respect to the advertised request. Hearing may be postponed without further notice.

In accordance with ADA, documents may be requested in an alternate format. Auxiliary aids or other services will be provided upon request with at least three days' notice prior to hearing. For ADA assistance, please contact the Village Clerk's Office at (561) 584-8430.

Visit our website at: **WWW.VPSFL.ORG**

SECTION 11 – PLANNED DEVELOPMENT (SITE PLAN)

Narrative: See objectives and performance standards in Article IX, and provide a narrative that outlines the proposed project's conformance with these provisions.

Waivers: Requests for 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 and intent of the Village's Comprehensive Plan and Planning, Building & Zoning Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.
- b. The request results from innovative design in which other minimum standards are exceeded.
- 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.
- 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.
- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.
- f. Economic issues may not be used to justify waivers.
- g. The request is compatible with existing and potential land uses adjacent to the development site.
- 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.
- 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.

SECTION 12 – PLAT ONLY (Site Plan or Subdivision Plan required also)

Plat packages must include but are not limited to:

1. Plat
2. Boundary Survey
 - a. Needs to be within the last calendar year
 - b. Needs to show Acreage
 - c. Needs to show property Parcel ID number
 - d. Needs to have Title Commitment Policy and number reference, OR
 - e. Abstract Survey can be used
3. Title Policy

SECTION 13 – ABANDONMENT ONLY

General Description of Area Requested for Abandonment: _____

Recording Information of Area: _____
(attach a copy of instrument)

- ☐ Indemnification and Hold Harmless Agreement executed by the Owner indemnifying the Village and holding the Village harmless from any and all losses, claims, damages and other liabilities resulting from, or arising out of the abandonment of the property. **See attached form of agreement.**
- ☐ Letters of any objection to the abandonment request from all utilities and drainage districts providing service to the property, including but not limited to, Lake Worth Utilities, FP&L, Cable distributor, water and sewer service provider, public gas (if applicable).
- ☐ Evidence of payment of all current taxes on the subject property.



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification Agreement ("Agreement") is made this ____ day of _____, 20__, by and between the Village of Palm Springs, a municipal corporation organized and existing under the laws of the State of Florida ("Village"), with its principal offices located at 226 Cypress Lane, Palm Springs, FL 33461, and _____, whose address is _____ ("Indemnifying Party")

WITNESSETH

In consideration of the sum of One Thousand Five Hundred Dollars (\$1500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, and to the fullest extent permitted by laws and regulations, the Indemnifying Party shall indemnify, defend, save and hold harmless, the Village, its officers, elected officials, agents and employees from any and all claims, damages, losses, liabilities and expenses, (direct, indirect and consequential) pertaining to or arising out of the abandonment of the real property which is the subject of this Application for Abandonment.

The Indemnifying Party shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). The Village reserves the right to reasonably approve of the legal counsel selected by the Indemnifying Party to conduct any defense in any such proceedings, and all reasonable costs and fees associated therewith shall be the responsibility of Indemnifying Party.

The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party under any policy or policies of insurance of the Indemnifying Party or a third party.

This Agreement shall not in any way be construed to create a partnership, association, or any kind of joint venture or undertaking between the parties hereto. The Village specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive the same, including but not limited to, the procedural and substantive provisions of Section 768.28, Fla. Stat., and Section 95.11, Fla. Stat., as amended from time to time.

The Indemnifying Party's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in

the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to the Indemnifying Party. The Indemnifying Party's inability to evaluate liability or its evaluation of liability, shall not excuse the Indemnifying Party's duty to defend and indemnify within 7 days after such notice is given by the Village by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by the Indemnifying Party. The Indemnifying Party shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Indemnifying Party of a claim shall not release the Indemnifying Party of the above duty to defend and indemnify.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INDEMNIFYING PARTY

By: _____
Indemnifying Party

Printed Name of Indemnifying Party

VILLAGE OF PALM SPRINGS

By: _____

ATTEST

KIMBERLY M. WYNN, VILLAGE CLERK

**SECTION 14 – CONSISTENCY WITH PALM SPRINGS CRA
COMMUNITY REDEVELOPMENT PLAN**

CRA District: _____

ATTACH NARRATIVE AS ADDITIONAL PAGE(s) to address the following:

- 1) Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA
- 2) Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District
- 3) Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA

██████████

1 REV 3 5-19-23

2 REV 2 12-28-22



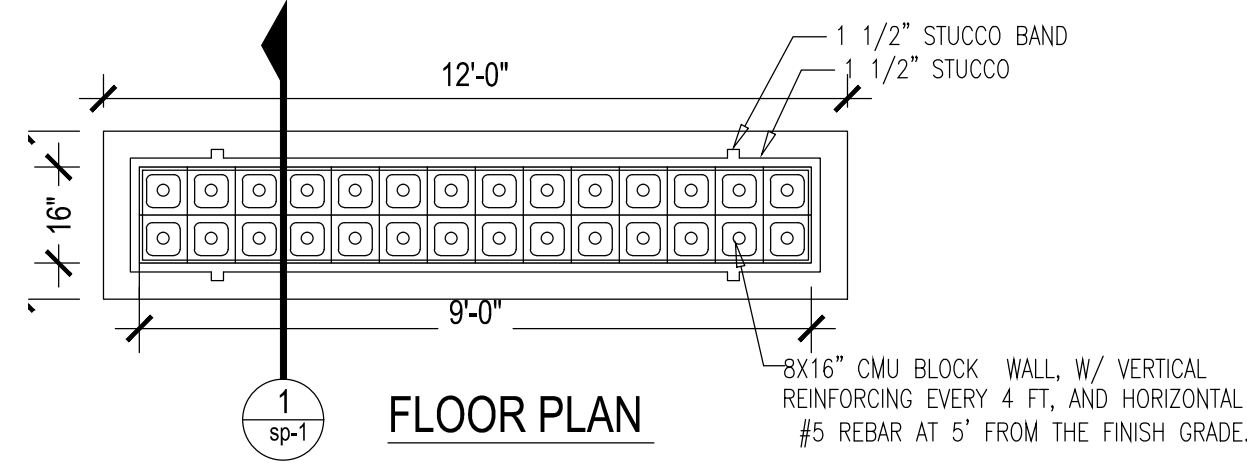
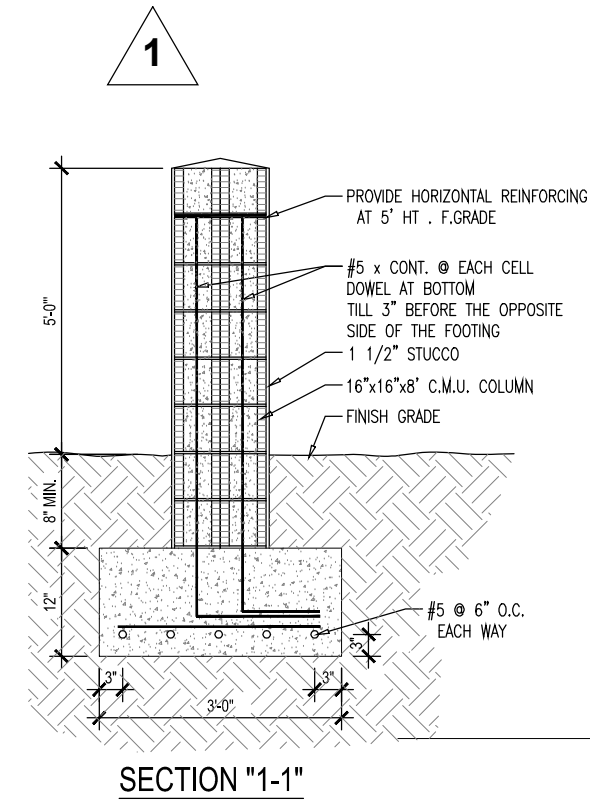
team architecture
i n c o r p o r a t e d
3328 10th Avenue North, Suite 200
(561) 855-2688
Lake Worth, Florida 33461

AR 8840

FERNANDO R. PRIETO

Check By: FP
Design By: AC
Drawn By: AC
Date: AUGUST, 2022
Sheet Number

SP-1

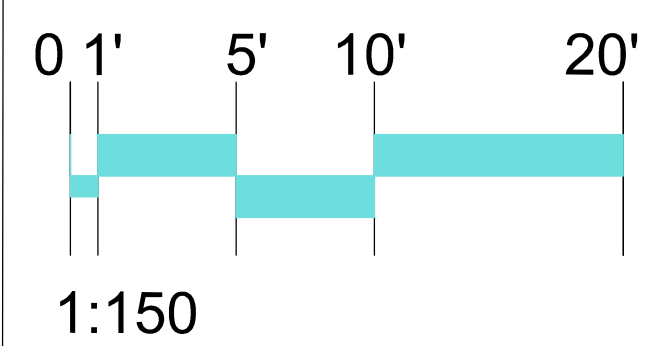
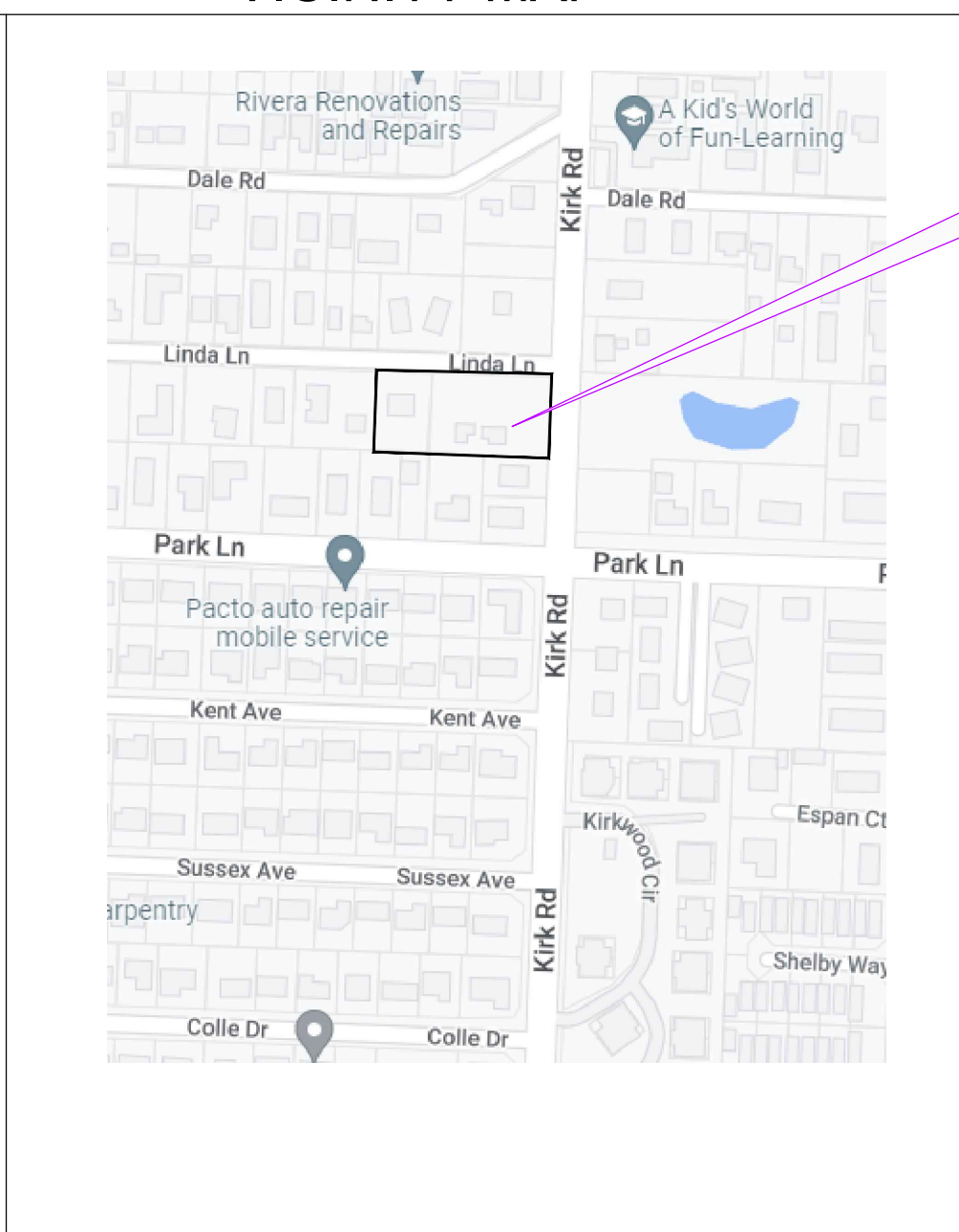


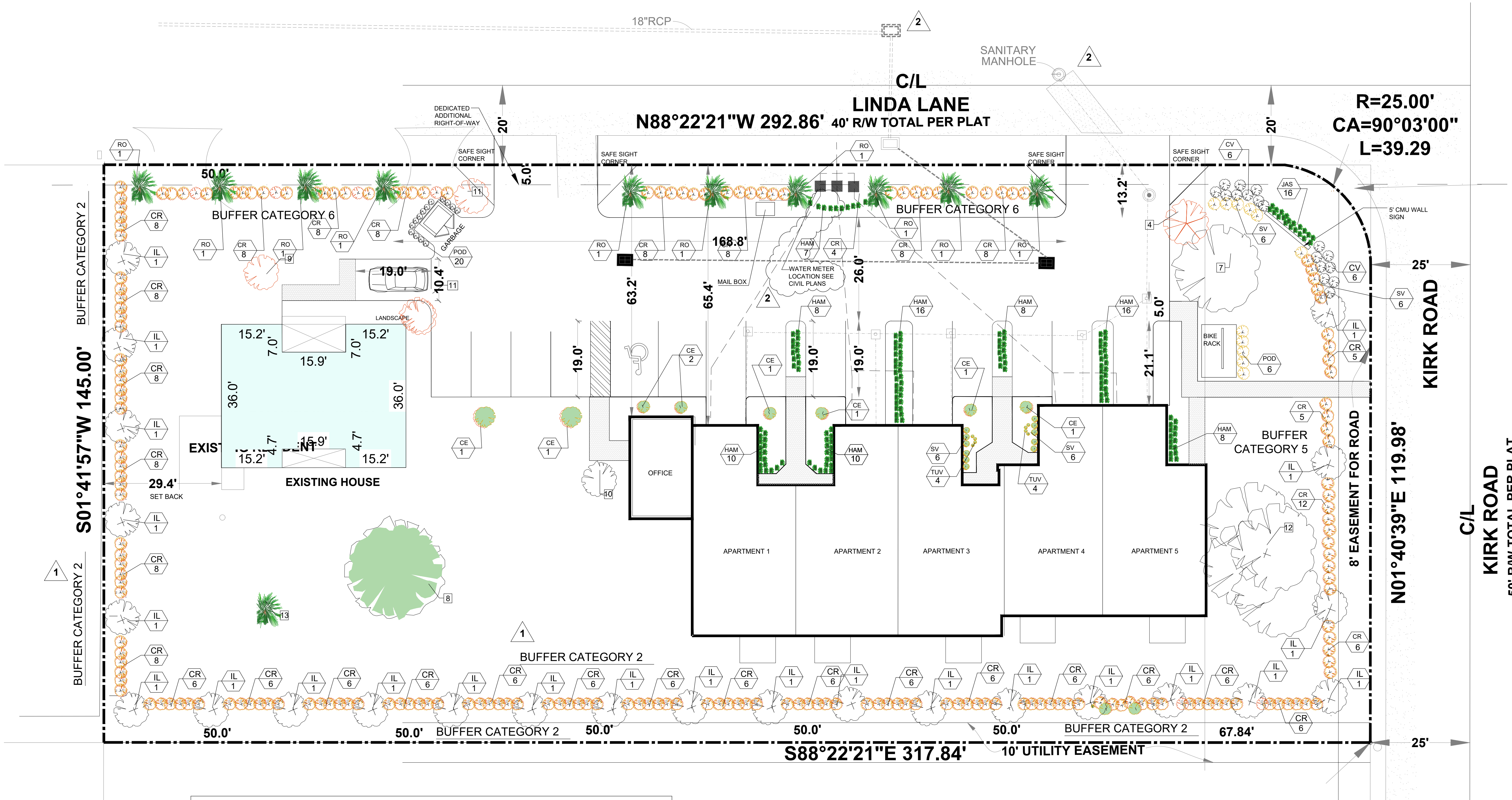
SURROUNDING EXISTING LAND USE, FUTURE LAND USE, ZONING DISTRICT				
DIRECTION	EXISTING LAND USE		FUTURE LAND USE	ZONING DISTRICT
NORTH	RM		MEDIUM DENSITY RESIDENTIAL	RM
SOUTH	RM	1	MULTIFAMILY MEDIUM DENSITY	RM
EAST	RM	2	MEDIUM DENSITY RESIDENTIAL	RM
WEST	RM		RESIDENTIAL MULTIFAMILY	RM

PROPOSED SITE DATA		TOTAL SITE AREA	ACRES 1.05	45378.0 SQ.FT
PROPERTY CONTROL NUMBER	70-42-44-13-05-006-0010			
AREA	SQUARE FOOTAGE	ACRES	PERCENTAGE	TOTAL
BUILDING LOT COVERAGE (FOOTPRINT NEW BUILDING & EXISTING RESIDENT.)	8,244.1 SQ.FT	0.20	18%	39.0%
SITE IMPERVIOUS AREA	9,484.40 SQ.FT	0.22	21%	
SITE PERVIOUS (LANDSCAPE)	27,649.50 SQ.FT	0.63	61%	61%
SITE TOTAL AREA	45378.0 SQ.FT	1.05	100%	100%
GROSS FLOOR AREA	8,244.1 SQ.FT	0.20	18.17%	

1

PARKING	
<u>MINIMUM NUMBER OF PARKING</u>	
REQUIRED 2.5 PARKING SPACES FOR UNIT + 25%	
5 UNITS X2.5	= 12.5
1 EXISTING X2.5	= 2.5
TOTAL 15 PARKING + 25%=18.75 REQUIRED 19 SPACES	
PROVIDED 19 SPACES 4 SPACES DEDICATED TO GUEST PARKINGS	
<u>OFFICE PARKING REQ. : 1 SPACE EVERY 200 SQ.FT</u>	
REQ. 2 PROVIDED 2	
<u>TOTAL PROJECT PARKING REQ. 21 PROVIDED 21</u>	
SET BACK	
<u>FRONT 58.2' (NORTH)</u>	
<u>REAR 26.8' (SOUTH)</u>	
<u>SIDE 132' WEST</u>	
<u>SIDE 41.2' (EAST)</u>	
AREAS CALCULATION	
OFFICE	400.0 SQ.FT
APARTMENT #1	2160.0 SQ.FT
APARTMENT #2	2129.0 SQ.FT
APARTMENT #3	2145.0 SQ.FT
APARTMENT #4	2119.0 SQ.FT
APARTMENT #5	2157.0 SQ.FT
TOTAL BUILDING= 10,710 (NEW APARTMENTS) + 400 = 11,110 SQ.FT	
<u>EXISTING RESIDENCE = 1688 SQ.FT</u>	
<u>TOTAL DEVELOPMENT OF 6 UNITS + OFFICE= 12,798.0 SQ.FT</u>	





LANDSCAPE SCHEDULE								
SYMBOL USED ON PLAN			PLANT NAME		CALIPER	HEIGHT	CANOPY DIAMETER	QUANTITY
SHRUBS & GRANDCOVERS								
Symbol	New	NATIVE	BOTANICAL NAME	Common Name	Installed	Installed	Estimated at Maturity	
TUV	YES		TULBAHIA VIOLACCEA	SOCIETY GARLIC		12"	2'-0"	8 PLANTS
CG	YES		CLUSIA GUTTIFERA	CLUSIA SMALL LEAF HEDGE		3'-0"	2'-0"	238 SHRUBS
JAS	YES		JASMINUM VOLUBILE	WAX JASMINE		12"	12" SPR	16 PLANTS
POD	YES		PODOCARPUS MACROPHYLLA	PODOCARPUS		3 GAL	6'	26 PLANTS
SV	YES		SCHEFFLERA ARBORICOLA	TRINETTE		3'-0"	3'	24 PLANTS
CV	YES		CODIGEUM VARIEGATUM	CROTOM MAMEY		24"	12" SPR	12 PLANTS
HAM	YES		HAMELIA PATENTS	FIREBUSH		24"	12" SPR	71 PLANTS
TREES & PALMS								
CE	YES		CONOCARPUS ERECTUS	SILVER BUTTONWOOD	2"	6 GAL	6'	6 TREE
IL	YES		DAHOON HOLLY	EAST PALATKA HOLLY		3 GAL	10'	29 PLANTS
RO	YES		ROYSTONEA OLEACERA	ROYAL PALMS		12'	5'	10 PALMS

EXISTING TREE TABLE					
No.	TREE NAME	DIAMETER (")	HEIGHT (')	SPREAD (')	CANT.
1	SLASH PINE	1.40	15.00	15	15
2	TROPICAL ALMOND	0.70	25	15	1
3	ORCHIDS TREE	0.70	15	15	1
4	HAWAIIAN PLUMERIA	0.80	35.00	25	1
5	MELALEUCA	1.20	25-30	15	16
6	NORFOLK ISLAND PINE	2.0	40-50	20	2
7	ALEXANDRIA LAUREL	5.0	45-50	35	1
8	ROYAL PONCIANA	1.20	13	35	1
9	AVOCADO TREE	0.80	15	15	1
10	MANGO TREE	0.80	14	15	1
11	PINK DAWN	0.80	12	15	2
12	LAUREL	6.0	40-50	40	1
13	COCONUT TREE	0.80	30	40	1

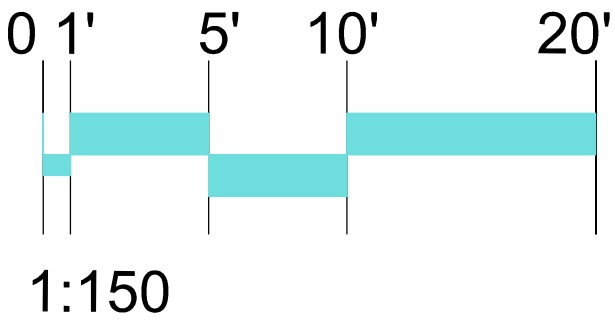
NOTES
REPRESENT EXISTING TREES
SOD ST AGUSTINE 'FLORITAM' TO BE FIELD VERIFIED
ALL PLANTING BEDS TO RECEIVE 3" OF MULCH. ALL TREES LOCATED IN SOD WITH HAVE A 3" MIN. MULCH RING AT THE BASE.

PROPOSED LANDSCAPE PLAN

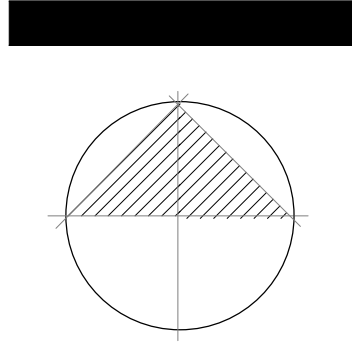
G.C WILL BE COORDINATE ON SITE AT THE TIME OF LANDSCAPE PLANTING
CIVIL PLANS ARE NOT IN CONFLICT WITH THE LANDSCAPE .
REFER TO ROOT BARRIER DETAIL ON SHEET L-2

TOTAL TREE HAS BEN REMOVE -----34 TREES
TOTAL EXISTING TREE TO REMAIN-----10 TREES
TOTAL NEW TREES -----35 TREES
TOTAL NEW PALMS ----- 10 TREES

TOTAL TREES ----- 45 TREES
TOTAL NEW PALMS ----- 10 TREES
TOTAL TREES & PALMS ----- 55 TREES



- Revisions:
1 REV 1
2 REV 2 5-19-23
CIVIL COORDINATION



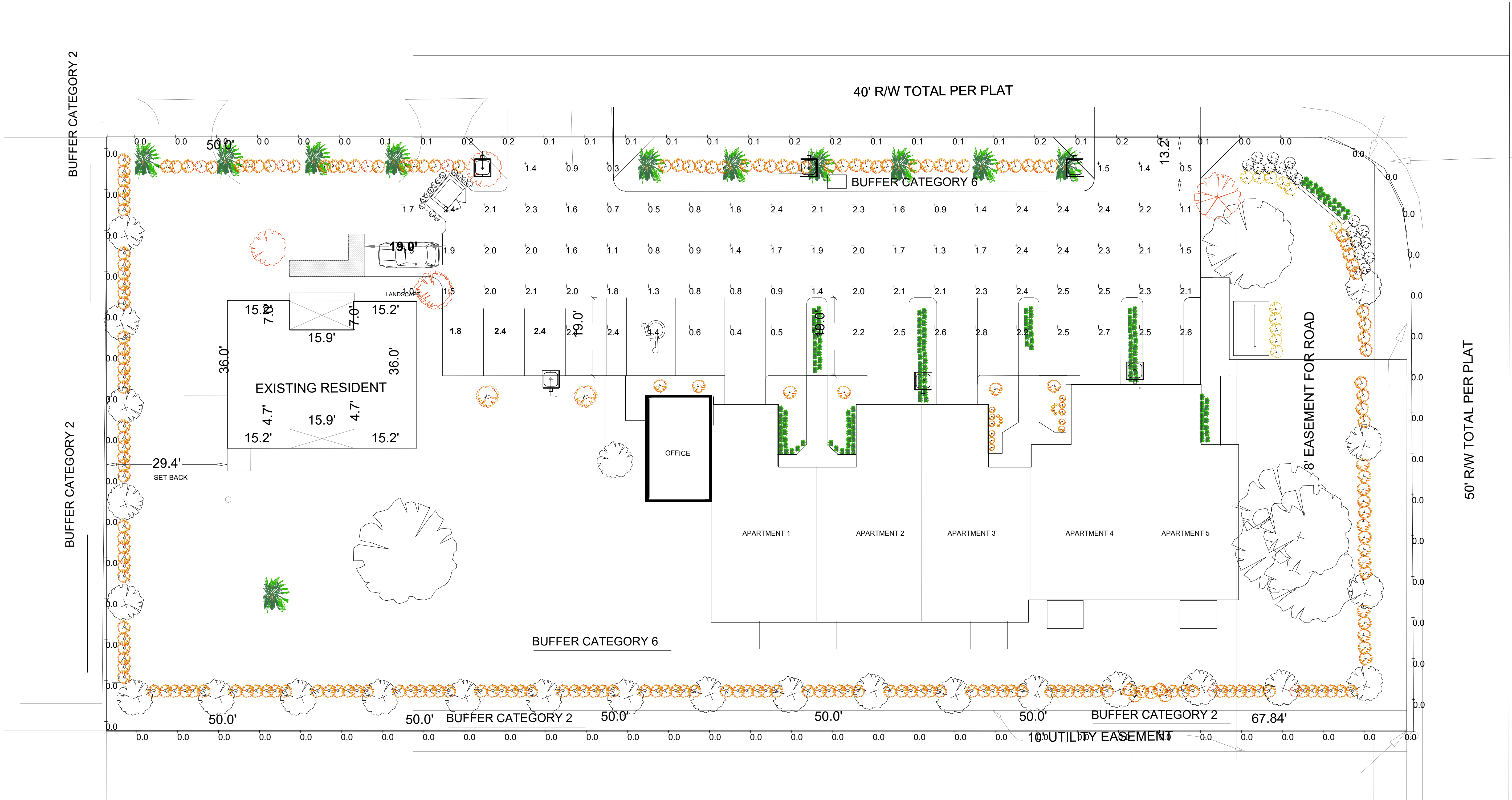
NEW TOWNHOMES AT LINDA LANE
"Jerome's Properties"
2689 KIRK ROAD
Palm Springs FL. 33406

team architecture
i n c o r p o r a t e d
2328 10th Avenue North, Suite 200
Lake Worth, Florida 33461
(561) 855-2688

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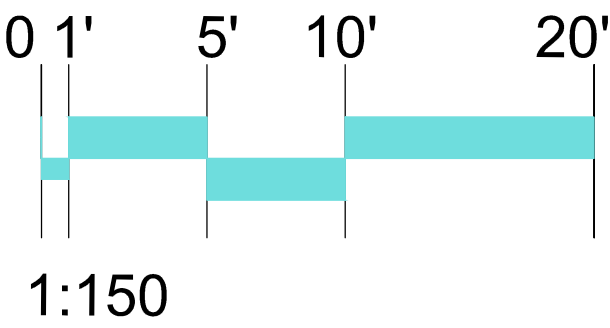
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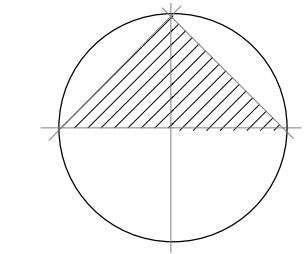
Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Lum. Watts
	6	SA	Single	N.A.	0.900	ANTHEM AHQM-LED-06L-SIL-FT-40-70CRI-IL POLE MTD - 15' A.G.	41

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
ENTRIES & PARKING	Illuminance	Fc	1.74	2.8	0.3	5.80	9.33	
PROPERTY LINE	Illuminance	Fc	0.03	0.2	0.0	N.A.	N.A.	

PHOTOMETRIC PLAN



- Revisions:
- 1 REV 3 5-19-23
 - 2 REV 2 12-28-22
 - 3 REV 3 2-22-22

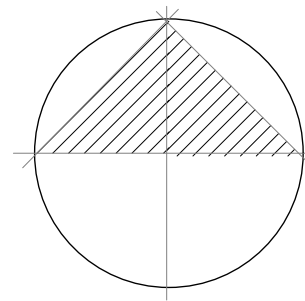


NEW TOWNHOMES AT LINDA LANE
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Palm Springs FL. 33406

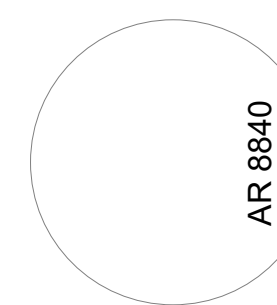
team architecture
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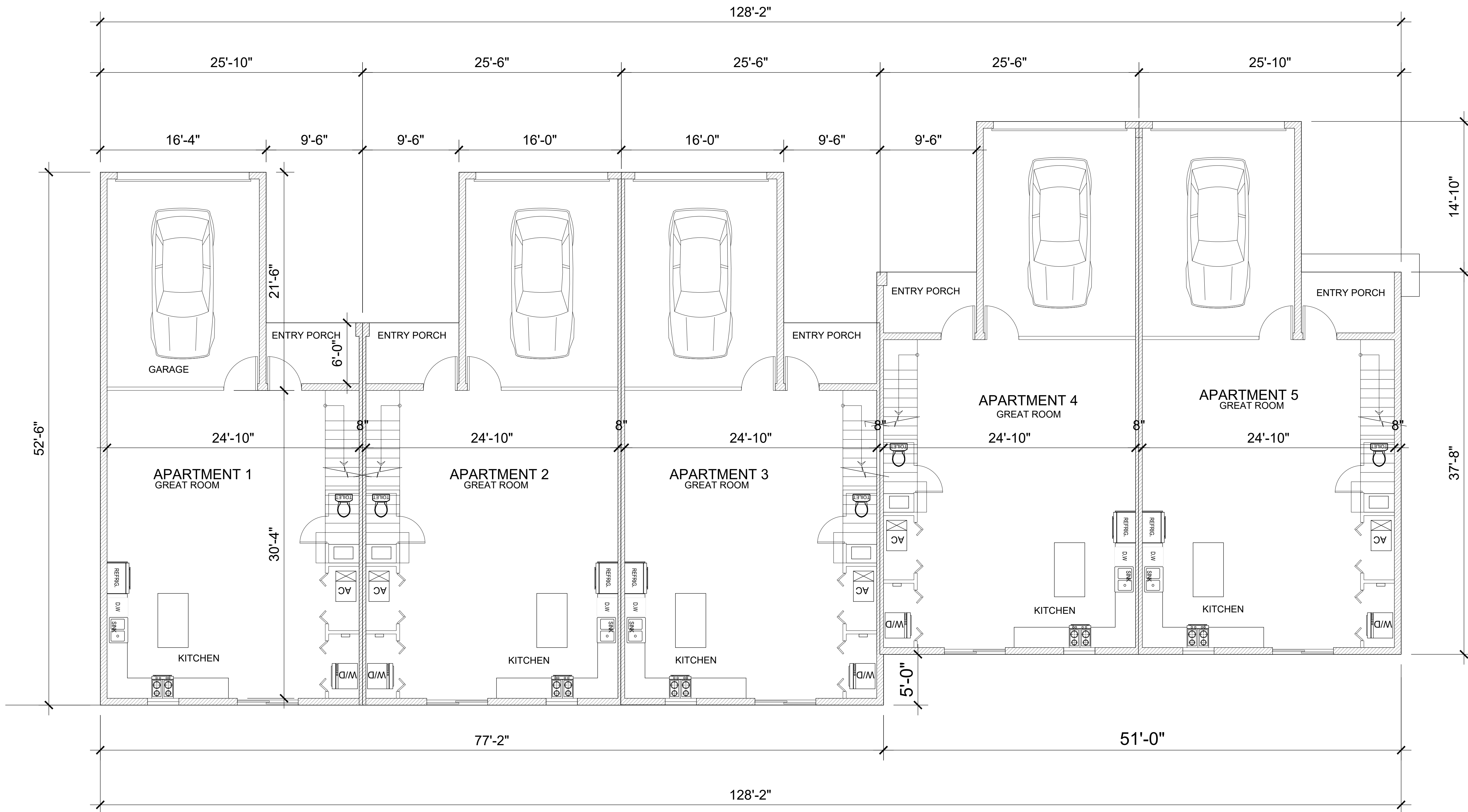
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NEW TOWNHOMES AT LINDA LANE
"Jerome's Properties"
2689 KIRK ROAD
Palm Springs FL. 33406



FERNANDO R. PRIETO

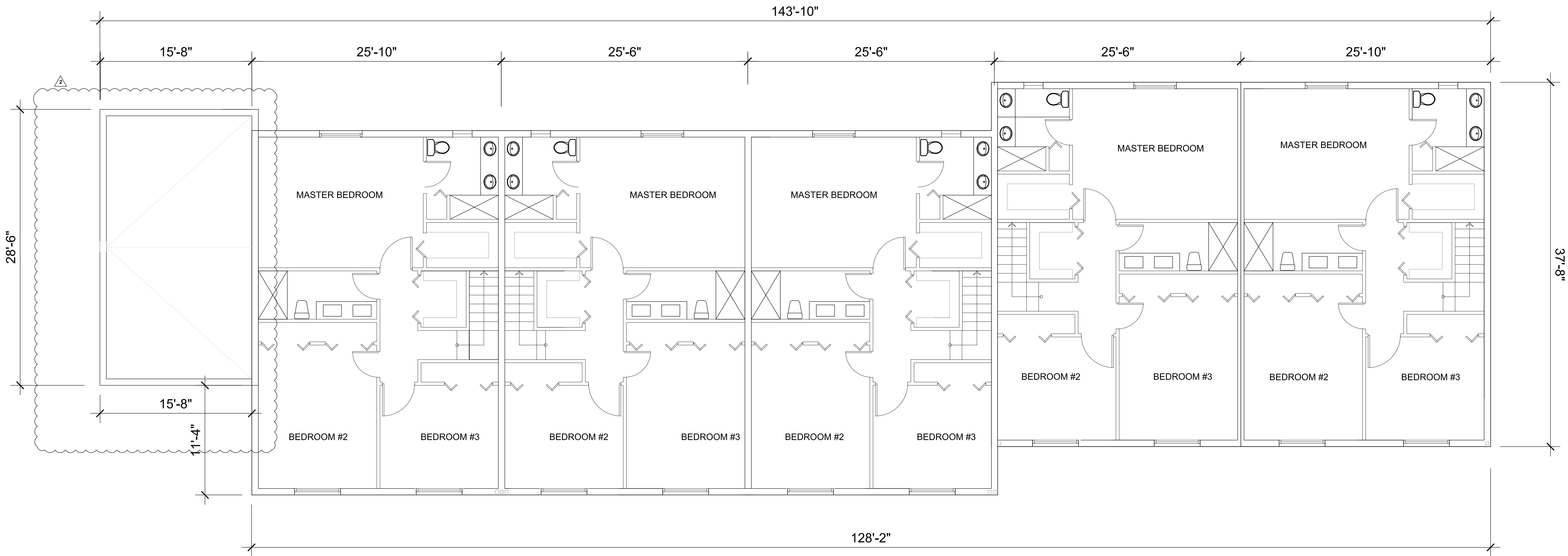


OFFICE	457.9 SQ.FT
APARTMENT #1	2160.0 SQ.FT
APARTMENT #2	2129.0 SQ.FT
APARTMENT #3	2145.0 SQ.FT
APARTMENT #4	2119.0 SQ.FT
APARTMENT #5	2157.0 SQ.FT

TOTAL BUILDING= 10,710 SQ.FT (NEW APARTMENTS) + 457.9 SQ.FT= 11,167.9 SQ.FT
EXISTING RESIDENCE = 1688 SQ.FT
TOTAL DEVELOPMENT OF 6 UNITS + OFFICE= 12855.9 SQ.FT

PROPOSED GROUND FLOOR

SCALE: 1'-0"= 1/8"

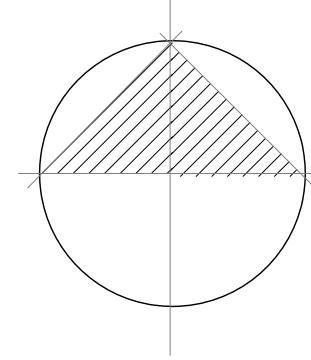


OFFICE	457.9 SQ.FT
APARTMENT #1	2160.0 SQ.FT
APARTMENT #2	2129.0 SQ.FT
APARTMENT #3	2145.0 SQ.FT
APARTMENT #4	2119.0 SQ.FT
APARTMENT #5	2157.0 SQ.FT

TOTAL BUILDING= 10,710 SQ.FT (NEW APARTMENTS) + 457.9 SQ.FT= 11,167.9 SQ.FT
EXISTING RESIDENCE = 1688 SQ.FT
TOTAL DEVELOPMENT OF 6 UNITS + OFFICE= 12855.9 SQ.FT

PROPOSED SECOND FLOOR

SCALE: 1'-0"= 3/16"



NEW TOWNHOMES AT LINDA LANE
"Jerome's Properties "
2689 KIRK ROAD
Palm Springs FL 33406

June 23, 2023

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

From: Tara Bamber, PE 

**Re: 2689 Kirk Rd. Multi-Family
Site Plan Approval Letter
Engenuity Group Project No. 6001.126**

We have received the following through email on 6-12-23:

1. Landscape Plans, 1 sheet (L-1), revised 5-19-23, by Team Architecture, Inc.

We recommend Site Plan approval with the following conditions:

1. On the Landscape Plan, the Royal Palm in conflict with the drainage pipe shall be relocated.
2. Provide drainage calculations including pre-vs-post water quantity and compensating storage per SFWMD C-51 Basin rule.
3. Verify the office will or won't need water and sewer connections and how it will be provided.
4. Provide detail for overflow to the Linda Lane drainage system. Site shall hold pre-vs-post water quantity and allow exfiltration trench to hold calculated volume.
5. Provide all necessary details using the updated Village details and specifications (CAD files are available) for water and sewer work.
6. Provide permits from applicable agencies including, but not limited to, PBC Land Development, PBC Fire Rescue, etc.
7. Additional comments shall 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
Ed Horton**



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON, AICP
DIRECTOR

JOSEPH M. SANCHES
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3300 FOREST HILL BOULEVARD, SUITE B-102
WEST PALM BEACH, FL 33406

PHONE: 561-434-8020 / FAX: 561-434-8815
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	Submittal Date	10/13/2022		
	SCAD No.	22101301D – D. O.		
	FLU /Rezoning/D.O. No.	202201532 – Village of Palm Springs		
	PCN No. / Address	70-42-44-13-05-006-0010/2689 Kirk Road		
	Development Name	Jerome’s Properties		
	Owner/Agent Name	Aniel Jerome / Ana I. Colom		
	SAC No.	189		
	Proposed Unit No. & Type	5 Apartment Units with 1 Existing Single-Family Unit		
Impact Review		C.O. Taylor/Kirklane Elementary School	Palm Springs Middle School	John I. Leonard High School
	New Students Generated	1	1	1
	Capacity Available	148	123	-624
	Utilization Percentage	90%	93%	120%
School District Staff’s Recommendation	Based on the findings and evaluation of the proposed development, there will be a negative impact on the public-school system. Therefore, if the proposed development is approved by the Village Council, School District staff recommends the following condition to mitigate such impact. In order to address the school capacity deficiency generated by this proposed development at the District High school level, the property owner shall contribute \$18,005.00 to the School District of Palm Beach County prior to the issuance of first building permit. This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on April 16, 2019.			
Validation Period	1) This determination is valid from 10/19/2022 to 10/18/2023 or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to 10/18/2023 or this determination will expire automatically on 10/18/2023.			
Notice	School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

Joyce Cai

School District Representative Signature

Joyce C. Cai, Senior Planner

Print Name & Title

October 19, 2022

Date

joyce.cai@palmbeachschools.org

Email Address

CC: Iramis Cabrera, PZB Interim Director, Village of Palm Springs
Joyell Shaw, PIR Manager, School District of Palm Beach County

September 27, 2022

Ms. Ana Colom
Team Architecture, Inc.
1217 S. Flagler Drive
West Palm Beach, FL 33401

**Re: Linda Lane Townhomes - #PTC22-088
Concurrency Statement**

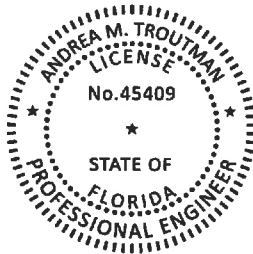
Dear Ms. Colom:

The purpose of this letter is to provide a traffic statement for the above referenced project to determine if the proposed development meets the requirements of Article 12, Traffic Performance Standards, of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The site is located in the southwest quadrant of the intersection of Kirk Road and Linda Lane in the Village of Palm Springs as shown on **Attachment 1**. Existing on site is one single family home. It is proposed to add five townhomes. Proposed access is to Linda Lane. The Parcel Control Numbers (PCNs) are 70-42-44-13-05-006-0010 and -0050. Buildout of this project is estimated to be 2025.

Attachments 2A through 2C provide the Daily and Peak Hour trip generation comparison between the existing and proposed uses. The maximum net new peak hour trip generation is 3 trips. Per Article 12.D.1.C.2, of the Palm Beach ULDC, because the project generates fewer than 21 peak hour trips, a traffic study is not required. Additionally, per Article 12.D.2.A and B, because the project generates fewer than 100 peak hour trips, County review is not required. The project traffic has an insignificant impact on area roadways and is, therefore, in compliance with the Palm Beach County Traffic Performance Standards.

Please contact me by phone or at atroutman@pindertroutman.com if you need any additional information or have any questions.

Sincerely,



Digitally signed by
Andrea M Troutman
Date: 2022.09.27
10:35:43 -04'00'

Andrea M. Troutman, P.E.
President

Attachments

Andrea M. Troutman, State of Florida, Professional Engineer, License No. 45409

This item has been electronically signed and sealed by Andrea M. Troutman, P.E. on 9/27/22 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

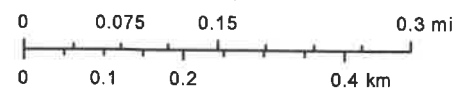
Attachment 1 Project Location



September 26, 2022

Linda Lane Townhomes

1:9,028



Attachment 2A
Linda Lane Townhomes
Trip Generation - Existing Use

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips
Resid. Single Family	210	1 DU	10 / DU	50%	10
TOTAL					10

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	1 DU	0.70 / DU	26%	-	1	1
TOTAL					-	1	1

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	1 DU	0.94 / DU	63%	1	-	1
TOTAL					1	-	1

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 11th Edition.

Attachment 2B
Linda Lane Townhomes
Trip Generation - Proposed Uses

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips
Resid. Single Family	210	1 DU	10 / DU	50%	10
Resid. Multi Family LR	220	5 DUs	6.74 / DU	50%	34
TOTAL					44

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	1 DU	0.70 / DU	26%	-	1	1
Resid. Multi Family LR	220	5 DUs	0.40 / DU	24%	-	2	2
TOTAL					-	3	3

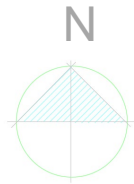
PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	1 DU	0.94 / DU	63%	1	-	1
Resid. Multi Family LR	220	5 DUs	0.51 / DU	63%	2	1	3
TOTAL					3	1	4

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 11th Edition.

Attachment 2C
Linda Lane Townhomes
Trip Generation Comparison

	<u>Daily</u>	<u>AM Peak Hour</u>			<u>PM Peak Hour</u>		
		<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
Approved Uses	10	-	1	1	1	-	1
Proposed Uses	44	-	3	3	3	1	4
Net New Trips:	34	-	2	2	2	1	3



PROPOSED SITE PLAN



SITE PARKING

MINIMUM NUMBER OF PARKING

REQUIRED 2.5 PARKING SPACES FOR UNIT + 25%

5 UNITS X 2.5 = 12.5

1 EXISITING X 2.5 = 2.5

TOTAL 15 PARKING + 25% = 18.75 REQUIRED 19 SPACES

PROVIDED 19 SPACES 4 SPACES DEDICATED TO GUEST PARKINGS

OFFICE PARKING REQ. : 1 SPACE EVERY 200 SQ.FT

REQ. 2 PROVIDED 2

TOTAL PROJECT PARKING REQ. 21 PROVIDED 21

team architecture, inc.

2328 10 th Av North Suite 200 Lake Worth Beach FL , 33461

Phone (561) 855-688

July 11, 2023

BUILDING ELEVATIONS



PROPOSED 5 UNITS TOWNHOUSES SOUTH ELEVATION
SHEET 1 OF 2



PROPOSED 5 UNITS TOWNHOUSES NORTH ELEVATION
SHEET 2 OF 2



PROPOSED 5 UNITS TOWNHOUSES WEST ELEVATION
SHEET 3 OF 2



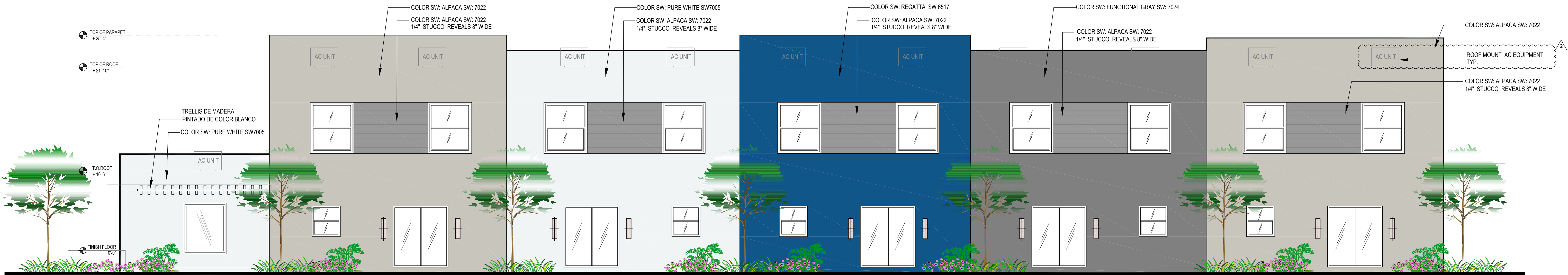
PROPOSED 5 UNITS TOWNHOUSES EST ELEVATION
SHEET 4 OF 2

teamarchitecture, inc.

2328 10 th Av North Suite 200 Lake Worth Beach FL , 33461

Phone (561) 855-688

July 11, 2023



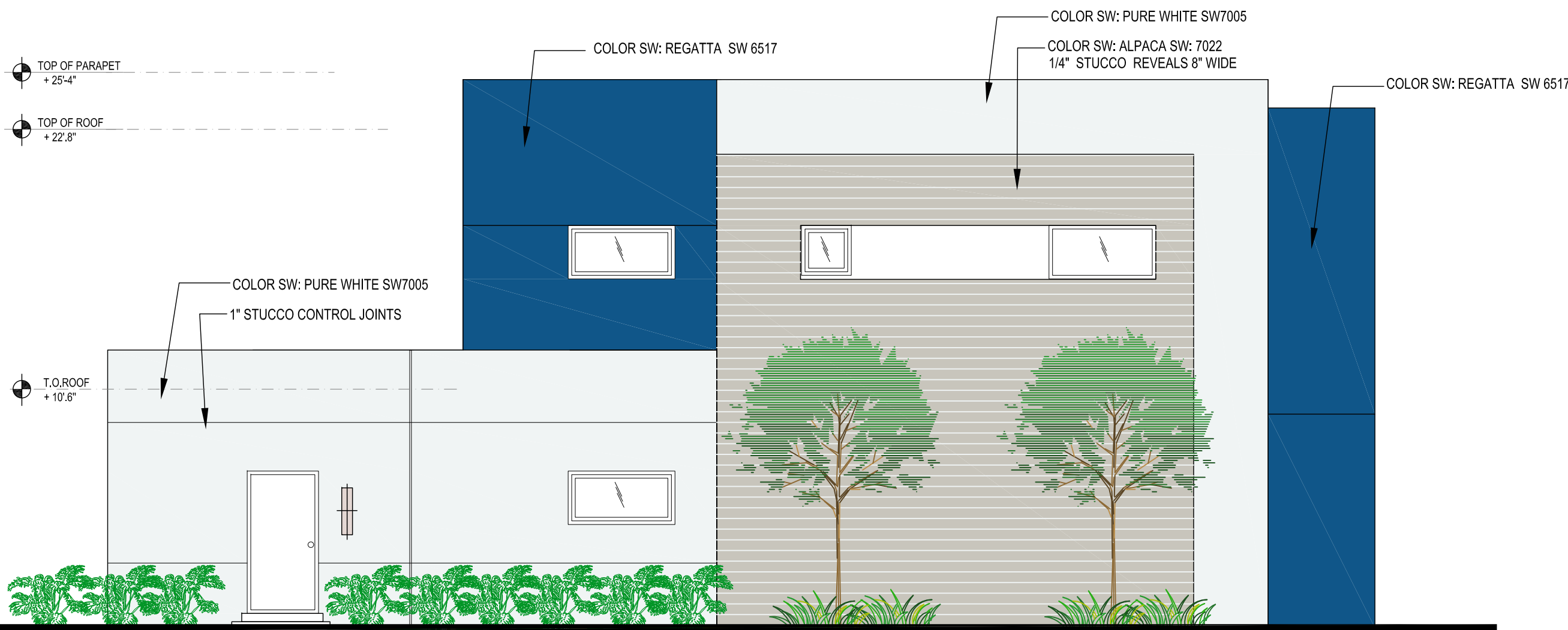
PROPOSED 5 UNITS TOWNHOUSES SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



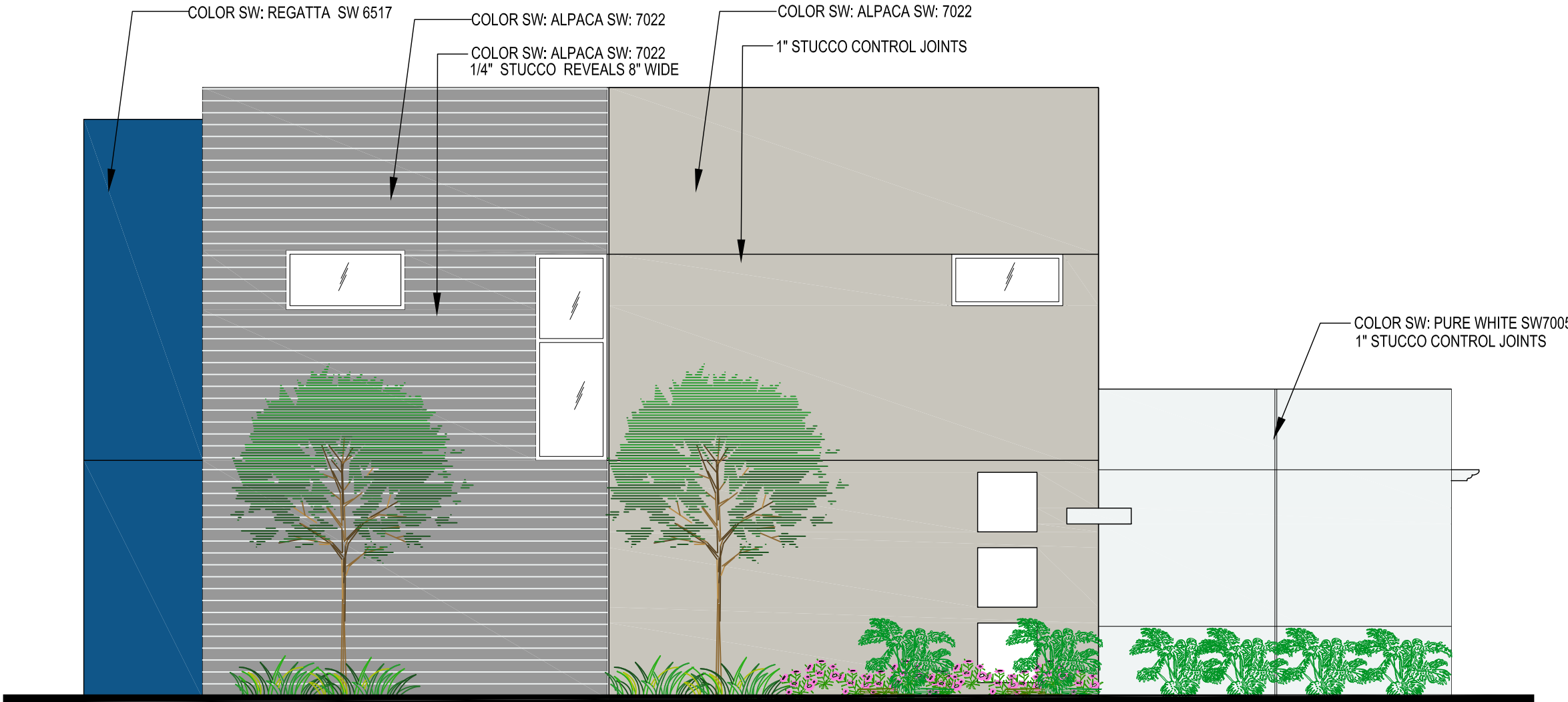
PROPOSED 5 UNITS TOWNHOUSES NORTH ELEVATION

SCALE: 1/8" = 1'-0"



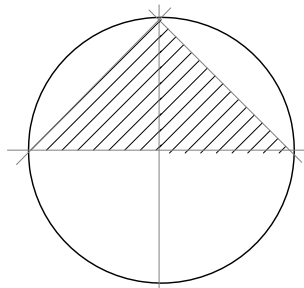
PROPOSED 5 UNITS TOWNHOUSES WEST ELEVATION

SCALE: 1/8" = 1'-0"



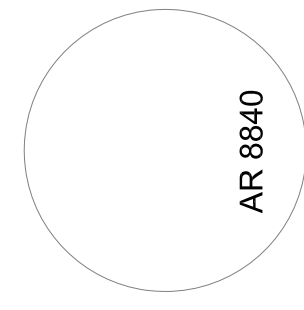
PROPOSED 5 UNITS TOWNHOUSES EST ELEVATION

SCALE: 1/8" = 1'-0"



NEW TOWNHOMES AT LINDA LANE
"Jerome's Properties"
2689 KIRK ROAD
Palm Springs FL 33406

team architecture
incorporated
2328 10th, Avenue North, Suite 200
Lake Worth, Florida 33461
(561) 855-2688



Check By: FP
Design By: AC
Drawn By: AC
Date: AUGUST, 2022
Sheet Number

A2



VILLAGE OF PALM SPRINGS

Townhomes



Legend

- Village Boundary
- Parcels
- Proposal Parcel

Date: 6/26/2023

When Printed on 8 1/2" x 11"
1 inch equals 250 feet

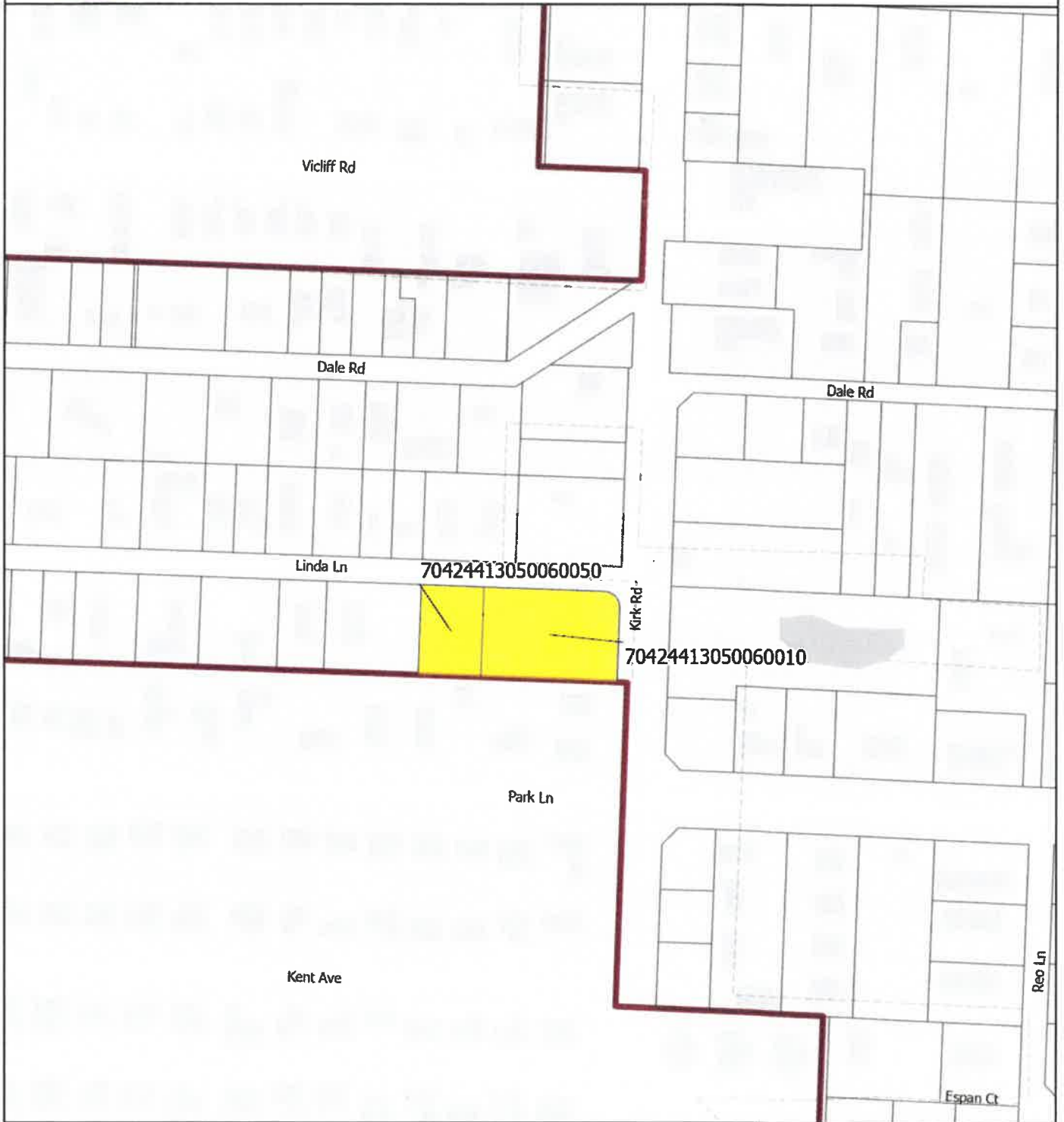
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Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Townhomes



Legend

-  Village Boundary
-  Parcels
-  Proposal Parcel

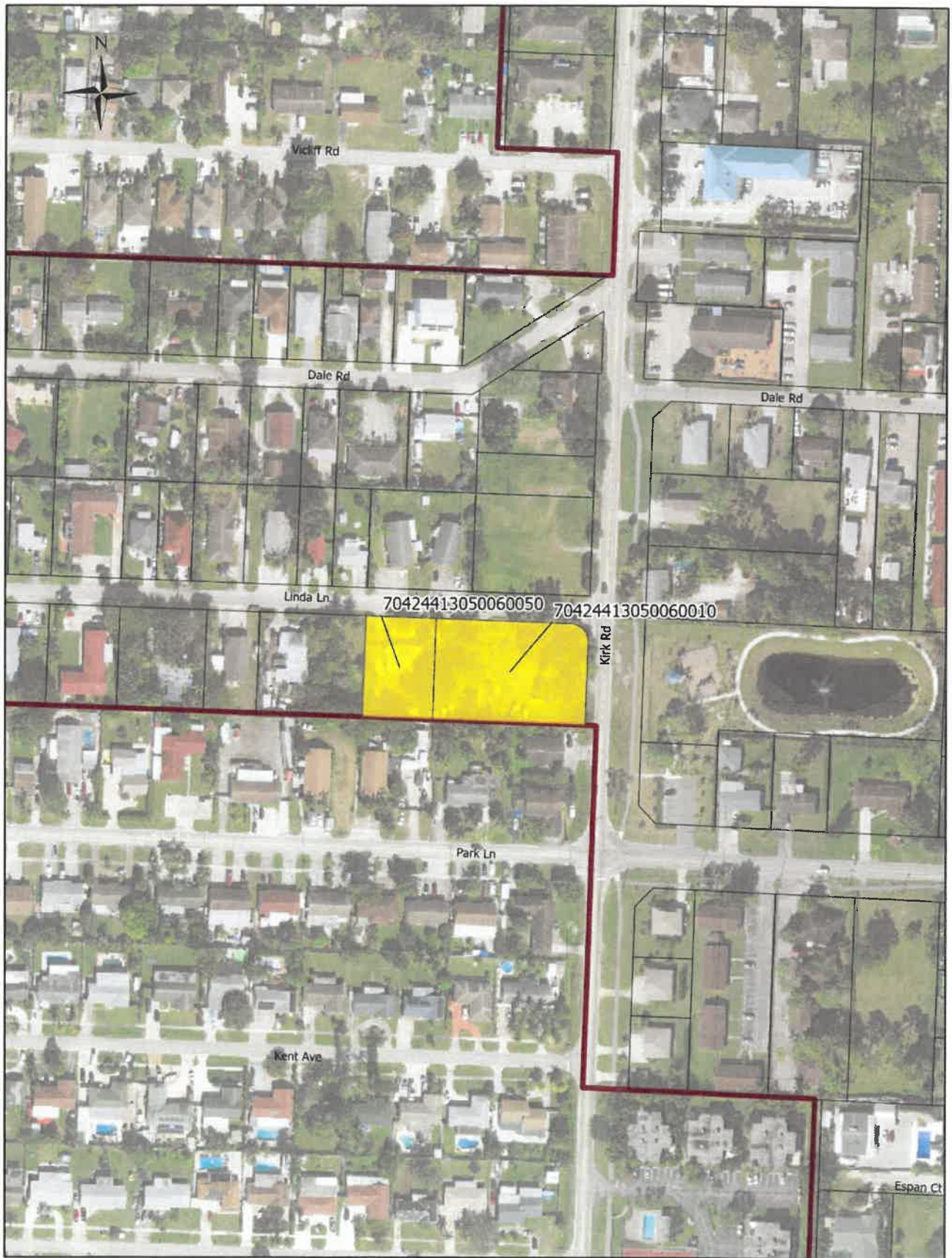
Date: 6/26/2023

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: August 17, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #13: Resolution No. 2023-41 Site Development Plan Amendment (SPR23-07) and Special Exception Use (PSSE23-03) - Lakewood Plaza - 3772 South Military Trail (***Quasi-Judicial Hearing***)

SUMMARY: Schmidt Nichols, Agent for the owner, Caled Hamed, MGR, CAT Realty, LLC, is requesting a Site Development Plan Amendment (SPR23-07) and Special Exception use (PSSE23-03) approval to allow the renovation of the existing commercial structure to accommodate a 4,898 square foot retail space, a 1,400 square foot restaurant and 1,877 square foot office use for a total of 8,175 square foot commercial space within the property located at 3772 South Military Trail.

Note: The property was annexed into the Village of Palm Springs on December 11, 2014, as a developed parcel. Before the annexation, the property was used as a funeral home while it was within Palm Beach County, but has been vacant since the annexation took place.

A Site Plan Amendment is requested to enable the applicant to convert the existing building into retail sales, restaurants, and professional offices. The proposed building is designed in a contemporary style with varied facades to be generally compatible with the structures along the Military Trail corridor. The elevations are broken into several stepped planes incorporating differences in height, materials, and parapet configurations. The site represents an ideal location for the development of the proposed commercial building, as the proposed development is compatible and consistent with the area's existing character. The proposed development has been appropriately placed on the subject site to accommodate the development patterns of the current commercial uses within the surrounding area. The proposed development mitigates adverse impacts and creates an appropriate use transition, creating compatibility and cohesion with the surrounding area.

As part of the proposed development plan, the applicant requested one (1) variance which was approved by the Planning & Zoning Board during their July 11, 2023 meeting:

1. (PSV23-13) - Request to allow a 3' wide landscaped buffer along the western boundary adjacent to Military Trail (provides relief from Section 34-162(b)(5) that requires a 15' wide buffer).

The Planning and Zoning Board considered this application during their July 11, 2023 meeting and recommended approval.

Resolution No. 2023-41 was advertised in the Lake Worth Herald on June 29, 2023.

The Planning, Zoning & Building Staff does not object to the applicant's request and recommends conditional approval to facilitate the redevelopment project proposed for the property.

FISCAL IMPACT:

The proposed project will enhance the village's assessed property valuation. Additionally, the new project may have a positive effect on neighboring properties.

ATTACHMENTS:

1. Resolution No. 2023-41 Site Plan Amendment SPR23-07
2. Exhibit "A" Staff Report
3. Justification Statement
4. Site Plan, Landscape Plans, Preliminary Civil Plans and Letters
5. Color Rendering
6. Aerial Map and Location Map

RESOLUTION NO. 2023-34

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN AMENDMENT (SPR23-07) AND SPECIAL EXCEPTION (PSSE23-03) TO ALLOW THE RENOVATION OF THE EXISTING COMMERCIAL STRUCTURE TO ACCOMMODATE A 4,898 SQUARE FOOT RETAIL SPACE, A 1,400 SQUARE FOOT RESTAURANT AND 1,877 SQUARE FOOT OFFICE USE FOR A TOTAL OF 8,175 SQUARE FOOT COMMERCIAL SPACE WITHIN THE PROPERTY LOCATED AT 3772 SOUTH MILITARY TRAIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Schmidt Nichols, (“Agent”) for the owner, Caled Hamed, MGR, CAT Realty, LLC,. (“Owner”), is requesting approval of a Site Plan Amendment (SPR23-07) and Special Exception (PSSE23-02) to allow an amendment and special exception use to allow the renovation of the existing commercial structure to accommodate a 4,898 square foot retail space, a 1,400 square foot restaurant and 1,877 square foot office use for a total of 8,175 square foot commercial space within the property located at 3772 South Military Trail; and

WHEREAS, the Planning & Zoning Board (“Board”) heard and considered the Site Plan Amendment at the Board’s July 11, 2023 meeting, and the Board’s recommendation has been transmitted to the Village Council; and

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

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

Section 1. Schmidt Nichols, (“Agent”) for the owner, Caled Hamed, MGR, CAT Realty, LLC,. (“Owner”), to allow an amendment and special exception use to allow the renovation of the existing commercial structure to accommodate a 4,898 square foot retail space, a 1,400 square foot restaurant and 1,877 square foot office use for a total of 8,175 square foot commercial space within the property located at 3772 South Military Trail.

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

OR

_____Having been otherwise fully apprised of the premises herein, the Village Council hereby denies the application for the following reason(s):

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

Section 3. This Resolution shall take effect immediately upon adoption.

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

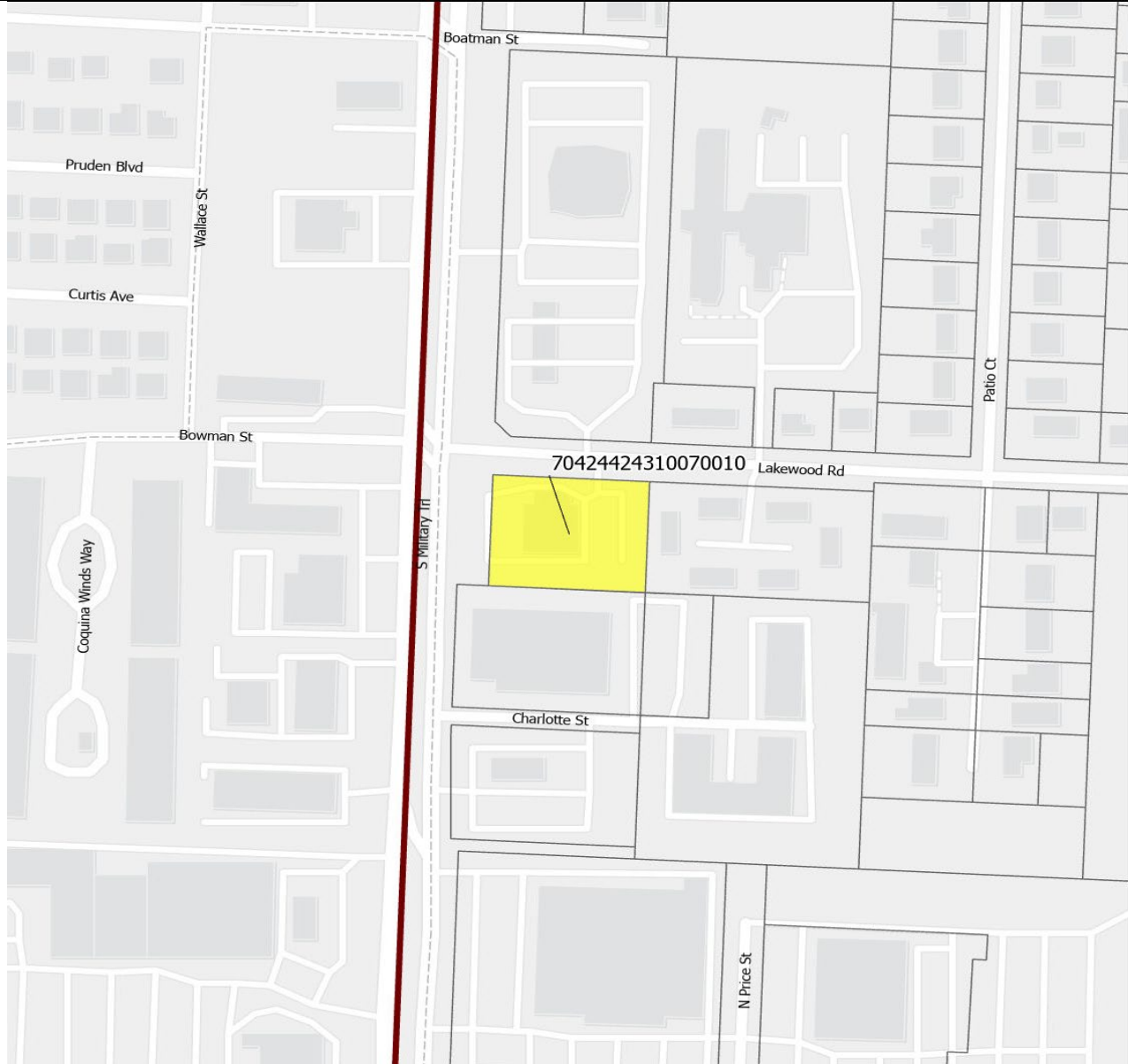


PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Plan and Special Exception Use with one Variance – Lakewood Plaza – Retail, Office and Restaurant Building – 3772 South Military Trail

Application Summary			
Applicant / Petitioner	Schmidt Nicols, LEED AP	Submittal Date	03/10/2023
Reference Name	Lakewood Plaza	Case Number	SPR23-07, PSSE23-03 & PSV23-13
		Parcel Control No.	70-42-44-24-31-007-0010
Location	3772 South Military Trail	Site Area	± 0.99 acres
P&Z Board	July 11, 2023	Village Council	August 17, 2023
Requests			
Proposed Use(s)	Site Plan and Special Exception Use to convert the existing old funeral home building into a mix of uses consisting on 4,898 sf retail sales, 1,400 sf restaurant, and 1,877 sf professional office.		
Number of Buildings	One (1) one-story building – 8,175 square feet		
Variance approved by P&Z Board on 7/11/2023	PSV23-13 - A Variance relief from Section 34-162(b)(5) to allow a 3' wide landscaped buffer along South Military Trail instead of the 15' wide buffer required.		
Parking			
Code	Required	Provided	Meets Requirement
Total Vehicular Parking	Retail Sales - 1 Space/200 sf @ 4,898 sf = 24 Restaurant - 1 Space/100 sf @ 1,400 sf = 14 Office - 1 Space/200 sf @ 1,877 sf = 9	47 spaces	Yes
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front Yard (West)	50'	66'	Yes
Rear Yard (East)	20'	103'	Yes
Side Yard Corner (North)	25'	27'	Yes
Side Yard (South)	15'	57'	Yes
Site Characteristics			
Existing Use	Vacant building Previously use - Funeral Home	Proposed Use	Office/Retail and Restaurant
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Financial Institution	Commercial	Commercial General (CG)
South	Bellsouth Telecommunications	Commercial	Commercial General (CG)
East	Residential Multifamily	Commercial	Commercial General (CG)
West	Retail	Unknown Incorporated to the City of Greenacres	Unknown Incorporated to the City of Greenacres
Recommendation			

Planning, Zoning & Building Staff recommends conditional approval of the proposed 8,175 square feet office, retail and restaurant use, as depicted on the proposed site development plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.



I. Site History

- Ordinance 2004-31: Annexation

The property was annexed into the Village of Palm Springs on December 11, 20014 as a developed parcel and designated with the Land Development as Commercial General zoning district and Commercial Future Land Use. The property was use as a Funeral Home while it was in Palm Beach County but has been vacant since the annexation took place.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed site development plan to convert the existing building into a mix of office, retail and restaurant use is consistent with goals, objectives, and policies of the Village's Comprehensive Plan.

III. Variances Requested

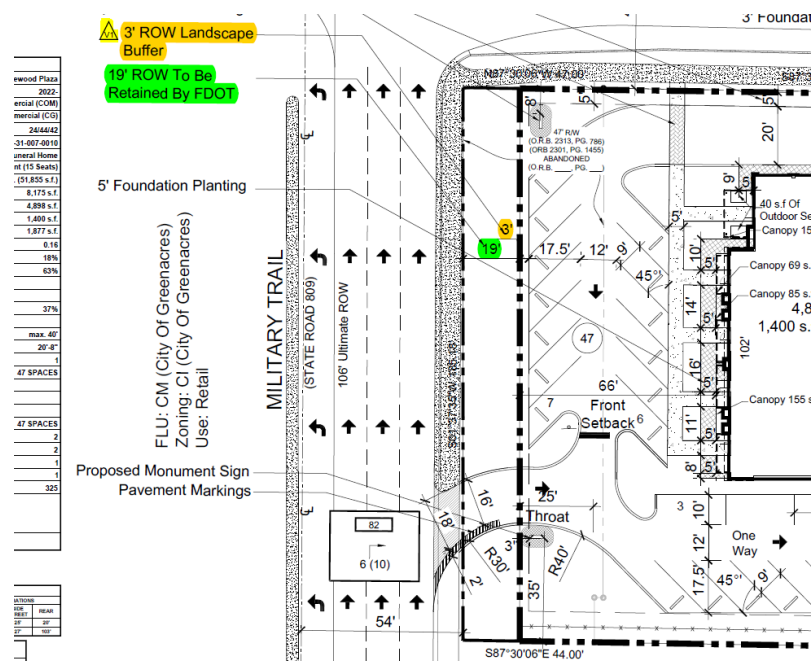
The applicant is seeking the following variance:

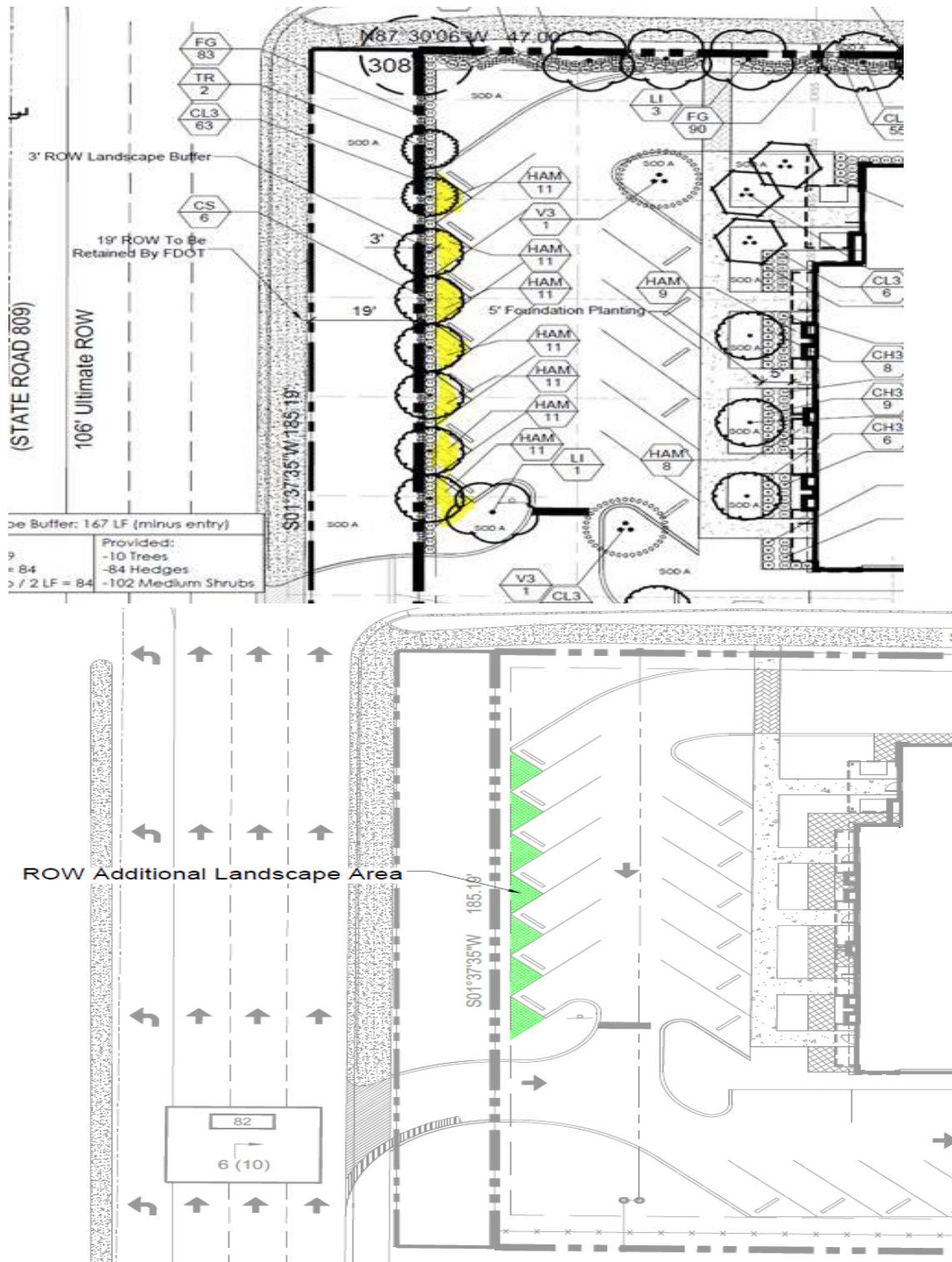
- **Variance 1: PSV23-13** - A Variance relief from Section 34-162(b)(5) to allow a 3' wide landscaped buffer along South Military Trail instead of the 15' wide buffer required.

The applicant's full justification is hereto:

- That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.**

The special conditions and circumstances are due to that FDOT owns the 47' strip of right-of-way (0.20 acres) along Military Trail and FDOT has agreed to provide 28' of the overall 47' right-of-way to the property owner as surplus land to correct the encroachment and to further assist the property owner in his proposed development. From the applicant's initial submittal with Village staff, the applicant had to significantly redesign the site plan in order to accommodate FDOT's requests, while maintaining the code required parking. The proposed revisions consisted of the loss of 5 parking spaces from 52 Spaces to 47 Spaces, significant driveway circulation changes, consisting of going from a two-way drive aisle to a one-way drive aisle and from 90-degree parking spaces to angled 45-degree parking spaces to the north side of the building and western portion of the site, and parallel spaces to the south of the building. Therefore, the applicant is required to dedicate 19' of right-of-way to FDOT for future transit to be in compliance with the Long Range Transportation Plan (see below in "green"), which provides the applicant with 3' to provide the proposed right-of-way landscape buffer along Military Trail (see below in "yellow"). The Applicant is requesting to reduce the required right-of-way landscape buffer from 15' to 3'. The applicant is proposing to plant the required trees on center with the required spacing in compliance with Village code along with one row of shrubs within the 3' right-of-way landscape buffer and triangular sawtooth area along the west side of the angled spaces along the west property line. The diagram below illustrates the proposed 3' right-of-way landscape buffer as well as the triangular sawtooth area that has been added to extend the landscape buffer area.





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

The Applicant has presented the special circumstances and conditions that justify the variance. The conditions by which

the variance is required is based on that FDOT has agreed to provide 28' of the overall 47' right-of-way to the property owner as surplus land to correct the encroachment and to further assist the property owner in his proposed development. Because of this, the proposed right-of-way landscape buffer reduction is required.

- c. **That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.**

The granting of the variance would not confer upon the Applicant any special privilege denied by the comprehensive plan and this code to other parcels of land, buildings or structures in the same zoning district. The proposed variance would be expected to be granted on similar properties with adjacent properties supporting the same uses.

- d. **That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

Literal interpretation and enforcement of the terms and provisions of this code would deprive the Applicant of rights commonly enjoyed by other parcels of land in the same zoning district, and would work an unnecessary and undue hardship. The literal interpretation of the Code would require the proposed commercial development to maintain a 15' right-of-way landscape buffer from N Military Trail. A 15' right-of-way landscape buffer eliminates the ability to efficiently place the proposed building on the subject site and work within the limitations of the property. The subject site is currently underutilized as funeral home fronting on a 6-lane highway. The proposed commercial development would better serve the site and remain consistent with the impact and intensity of the surrounding uses. If the applicant was able to purchase the full 47' strip of right-of-way as surplus from FDOT, then this variance would not have been required and the applicant would have been able to utilize the existing 5' landscape buffer as an existing nonconformity.

- e. **That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.**

The granting of a right-of-way landscape buffer reduction variance is the minimum variance that will make possible the reasonable use of the parcel of land, building or structure. The granting of the right-of-way landscape buffer variance reduction is the minimum needed to make reasonable use of the property for the proposed commercial development. Based on that FDOT is requiring 19 feet of the overall 47' strip of right-of-way for future transit, the applicant is providing the maximum ROW landscape buffer due to the existing site constraints. The applicant is proposing to plant the required trees along with one row of hedges within the 3' right-of-way landscape buffer and sawtooth area along the west side of the angled spaces along the west property line.

- f. **That the granting of the variance will be in harmony with the general intent and purpose of this chapter.**

Granting of the variance will be consistent with the purposes, goals, objectives, and policies of the comprehensive plan and this code. The variance request is consistent with the harmony and general intent of the Village's Land Development Regulations.

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

The proposed right-of-way landscape buffer variance reduction will not be injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 12' right-of-way landscape buffer reduction along Military Trail. The proposed variance will not be injurious to the surrounding properties as the proposed variance would

be expected to be granted on similar properties with adjacent properties supporting the same uses.

Staff supports the applicant's request based on the existing circumstances which are peculiar to the land and do not result from actions of the applicant. Granting the variance requested will not confer on the applicant any privilege that is denied to other lands and will make possible the reasonable use of the land. Granting the variances will be in harmony with the general intent and purpose of the applicant requests and will not be injurious to the area involved or otherwise detrimental to the public welfare.

IV. Neighborhood Compatibility

- 1) The proposed project is located at the southeast corner of South Military Trail and Lakewood Road.
- 2) The proposed facility is a desirable use within the Commercial General zoning district.
- 3) A mix of different commercial uses exist along South Military Trail.
- 4) This project serves as a transition from the Military Trail commercial corridor to the residential uses to the east.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) The proposed project plan generally meets required site development regulations.
 - 2) One variance requested shall be approved by the Planning & Zoning Board prior to the consideration of the Site Plan.
 - 3) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
 - 4) The plans shall meet FDOT requirements.
 - 5) Permits from all applicable agencies, including but not limited to PBC Fire Rescue, FDOT, and Village of Palm Springs are required prior to construction.
 - 6) Civil/Utility plans shall be approved by the Village's Engineer and the Village's Utility Department.

VI. Environmental Issues:

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

VII. Community Outreach/ Notification

- The subject property was posted on June 30, 2023.
- Public Notification letters were mailed to all property owners within a 300 feet radius of subject property on June 30, 2023.
- Legal advertisement was published in the paper on June 30, 2023.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on April 27, 2020, depicts the following:

- An application submitted for a Site Plan, Special Exception use and 1 variance for the redevelopment of the existing commercial building to be converted into a mix of retail, office and restaurant uses.
 1. Site Plan received April 27, 2020 revised and resubmitted on June 16, 2023.
 2. Landscape plans received April 27, 2020 revised and resubmitted on June 16, 2023.
 3. Preliminary Engineering plans received April 27, 2020 revised and resubmitted on May 18, 2023.
 4. Architectural plans dated received April 27, 2020 revised and resubmitted on March 31, 2023.
 5. Photometric plan received April 27, 2020 revised and resubmitted on March 31, 2023.
 6. Justification Statement and proposed use.
 7. Drainage calculations.
 8. Color rendering

IX. Recommendation

The applicant is requesting a site development plan amendment and special exception use to allow the reconfiguration of the site and concurrently, change the use of the property from a funeral home to 1,400 sf restaurant, 4,898 sf retail sales and 1,877 sf office space for a total of 8,175 sf commercial space.

Additionally, the applicant is requesting a landscape buffer variance to allow the reduction of the required 15' right-of-way buffer along Military Trail to 3' wide due to that FDOT owns the 47' strip of right-of-way (0.20 acres) along Military Trail and FDOT has agreed to provide 28' of the overall 47' right-of-way to the property owner as surplus land to correct the encroachment and to further assist the property owner in his proposed development.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed project to be consistent with goal, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed uses do not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems. The proposed project will improve the aesthetics of the Military Trail Boulevard corridor.

Planning, Zoning & Building Staff recommends conditional approval of the proposed Site Development Plan with one variance subject to the following thirty-five (35) conditions below:

1. Build out date of December 31, 2026.
2. The site plan approval is valid within 24 months of Planning & Zoning Board approval.
3. The special exception approval shall be implemented within 18 months of Council approval.
4. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Utility Department **at time of permitting**.
5. The commercial business(s) hours of operations shall be in accordance with the Village hour of operations regulations.
6. Overnight parking on the parking lot shall be prohibited.
7. Details of the proposed outdoor seating area shall be submitted to the Village **at time of permitting**. Plans shall be approved by the Village's Public Safety and PZB Departments.
8. Outdoor tables and chairs shall be removed each night from the outdoor patio area and secured within the restaurant.
9. No outdoor storage shall be allowed unless is screened from view.
10. Monument signs and wall signs shall be in accordance with the Village's Land Development Regulations.
11. A root barrier shall be provided on trees that are within 12' of utility lines.
12. The main driveway along Military Trail shall be constructed accordingly with FDOT requirements.
13. Utility easements shall not overlap more than 5' any landscaped buffers.
14. Conditions listed on the conditional approval letter issued by Engenuity Group on April 17, 2023 shall be addressed **at time of Civil/Utility Review**.
15. Any existing or proposed utility box/cabinet shall be screened from view. Staff recommends wrapping the cabinet/box with an appropriate design for the existing/proposed location.
16. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
17. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
18. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
19. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
20. Provide permits from all applicable permitting agencies, including but not limited to, FDOT, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
21. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact

- person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
22. All mechanical equipment's and above-ground infrastructure shall be screened from view.
 23. The Applicant may be required to undertake additional security measures, based on the number of complaints, or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
 24. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
 25. All new electric utilities shall be underground.
 26. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & 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**.
 27. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
 28. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
 29. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
 30. Photometrics must be certified by an engineer **prior to CO**.
 31. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
 32. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
 33. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to **Certificate of Completion**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
 34. The General Contractor shall be on site during all construction activity in accordance with FS 489.1195.
 35. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

**Justification Statement
Lakewood Plaza
Village of Palm Springs, Florida
Special Exception & Site Plan Amendment Applications
Variance Application
Original Submittal: April 23, 2022
Resubmittal: October 7, 2022
Resubmittal: January 27, 2023
Resubmittal: March 31, 2023
Resubmittal: June 15, 2023
Resubmittal: June 27, 2023**

Introduction

On behalf of the property owner, CAT Realty LLC (“Owner”), Schmidt Nichols respectfully requests your approval of this 2-part application for a Special Exception use, Site Plan Amendment, and Variance for the project known as Lakewood Plaza. The 0.99-acre subject site (PCN 70-42-44-24-31-007-0010) is located at the southeast corner of S Military Trail and Lakewood Road in the Village of Palm Springs, Florida (“subject property”). The applicant has confirmed with FDOT that FDOT owns the 47’ strip of right-of-way (0.20 acres) along Military Trail and FDOT has agreed to provide 28’ of the overall 47’ right-of-way to the property owner as surplus land to correct the encroachment and to further assist the property owner in his proposed development, thereby amending the 0.99-acres to 1.11-acres.

The existing site is currently developed and includes a building onsite has been vacant for more than five years. The proposed plan of development consists of 4,898 s.f. of retail sales, 1,400 s.f. restaurant (15 seats), and a 1,877 s.f. professional office building with a buildout year of 2026. Site access is proposed via a ingress-only driveway connection to Military Trail and full access driveway connection to Lakewood Road.

Request

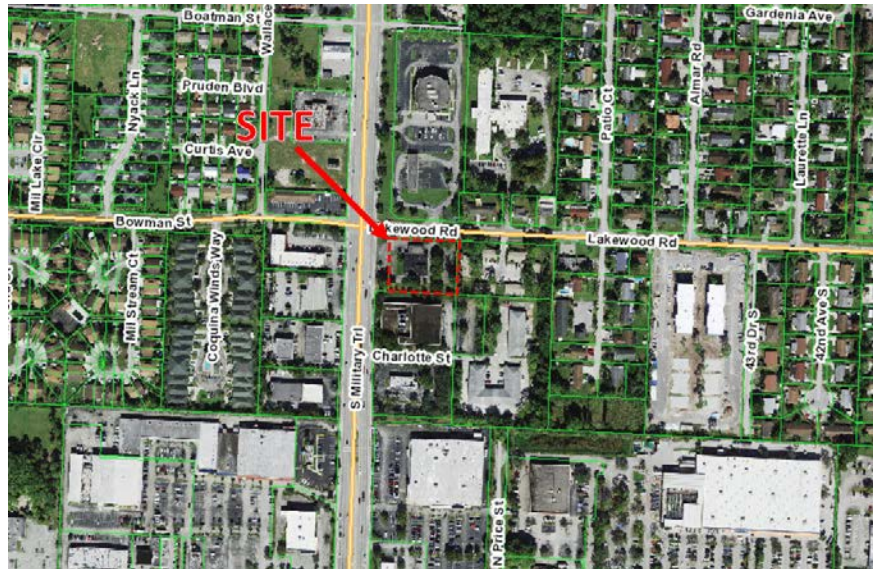
Special Exceptions are necessary to allow this particular use in this location, as long as it meets the criteria outlined below. The Site Plan application ensures the development is consistent with the Land Development Code. There will be more details regarding the Special Exception and Site Plan below.

The following is a summary of all the proposed applications:

- **Request 1: Special Exception Use Approval** to allow a Restaurant use (15 seats) in a Commercial General (CG) zoning district and reconfiguration of the site plan

- **Request 2: Site Plan Amendment Approval** for the proposed change of use and reconfiguration of the site plan to add 1,992 s.f. of building square footage to the existing funeral home for a proposed 8,175 retail sales/restaurant/professional office building
- **Request 3: Zoning Variance Approval** to allow for a 12' reduction of the required 15' right-of-way landscape buffer along Military Trail to a 3' right-of-way landscape buffer

The property is bounded by Military Trail and retail uses to the west, Lakewood Road and Bank of America to the north, condominiums to the east, and utilities to the south. Currently, the subject property supports a Future Land Use Atlas designation of Commercial and is within the Commercial General (CG) zoning district. The subject property is surrounded on two (2) sides by public rights-of-way: Military Trail to the west and Lakewood Road to the north.



Site Aerial

Below is a summary of surrounding properties:

Adjacent Lands	Uses	FLU	Zoning
Subject Property (Proposed)	Restaurant (15 Seats), Retail Sales, Office	Commercial	CG
North	Financial Institution (Bank of America) & Lakewood Road ROW	COM	CG

South	Utilities (Bellsouth Communications Inc.)	COM	CG
East	Condominium	COM	CG
West	Retail & Military Trail ROW	CM (City of Greenacres)	CI (City of Greenacres)

JUSTIFICATION:

Developing the site with a retail sales/restaurant/professional office building allows for an efficient use of land and provides flexibility in design to accommodate the surrounding Village of Palms Springs community. The applicant views this location as a transitional area of the Village between the commercial uses along the Military Trail corridor. The project takes cues from the modern development along the Military Trail corridor, but adjusts it to have a more domestic character through the use of materials, textures, and commercial elements. Consistent architecture is included on all four sides of the proposed building.

The proposed building is designed in a contemporary style with varied facades in order to be generally compatible with the structures along the Military Trail corridor. The elevations are broken into several stepped planes that incorporate differences in height, materials and parapet configurations.

The site represents the ideal location for the development of the proposed commercial building as the proposed development is compatible and consistent with the existing character of the area. The proposed development has been appropriately placed on the subject site to accommodate the development patterns of the existing commercial uses within the surrounding area. The proposed development mitigates adverse impacts and creates an appropriate transition in uses, creating compatibility and cohesion to the surrounding area. Based on the existing site constraints, the proposed use is the highest and best use for the applicant as well as the Village.

Site Plan

The proposed site plan meets Sec. 34-685 of the Land Development Code. The Applicant is repurposing the existing funeral home structure and subsequently requesting the use change for a proposed 8,175 s.f. building, consisting of 4,898 s.f. retail sales, 1,877 s.f. professional office, and 1,400 s.f. restaurant (15 Seats). The site plan is proposing 47 parking spaces, which 47 parking spaces are required for all the uses shown. Additionally, the site plan is proposing two handicap spaces, which two spaces are required and the site plan is proposing one 12'x40' loading space to the south of the existing building as one is required. It should be noted that the proposed use as Retail sales and Professional Office requires 1 parking space per 200 s.f and the proposed use as Restaurant requires 1 space per 100 s.f. Overall, a lot of thought was put into the design of the site plan,

architecture and landscape plans to create a new and exciting addition to the Village of Palm Springs.

Request 1: Special Exception Request Standards:

As required by Section 34-606(b) please find responses to the applicable criteria and standards below for an application requesting Special Exception approval. The Applicant is proposing one (1) Special Exception use: Restaurant (15 Seats). The following responses apply:

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

Response: The proposed use as a restaurant (15 seats) and retail sales is in compliance with the goals, objectives, and policies of the Village's comprehensive plan. The subject property is located in the Commercial Land Use designation, along an arterial (Military Trail) and the proposed use as a restaurant (15 seats) and retail sales is highly compatible. Below are objectives and policies that are relevant to the proposed uses:

Future Land Use Element:

Objective B: "Commercial development shall be developed with an intensity and consistency established in the Future Land Use Map and oriented to primarily serve the needs of the residents while maintaining the integrity of residential areas".

Policy B.2: "Limit commercial development to areas with direct access to collector and arterial streets if it is consistent with the Village's residential character and the Future Land Use Map."

2. The proposed special exception is consistent with the land development regulations and all other portions of this Code

Response: The proposed use as a restaurant (15 seats) and retail sales is consistent with all of the Land Development and Zoning Regulations, as well as all other portions of the code.

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

Response: The proposed use as a restaurant (15 seats) and retail sales is compatible with the Land Development character and uses of existing and future surrounding properties, specifically the west as these properties

contain similar commercial uses. The amount of traffic generation by the site meets the adopted Traffic Performance Standards (TPS).

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

Response: Establishment of this particular special exception use will not create a concentration of a use nor will it be a proliferation of the same or similar use. In fact, the Applicant feels that developing a restaurant (15 seats) and retail sales not found anywhere in this area may spark redevelopment. This proposed redevelopment will enhance and contribute to the needs of the Village of Palm Springs.

5. The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;

Response: The number of persons anticipated onsite either working or using the property as a result of this use will not be detrimental to the surrounding properties to the west as they have similar type commercial uses.

- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and

Response: The degree of noise and other nuisance factors have been mitigated through the design of the site plan as well as by the placement of buildings and additional setbacks.

- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: Attachment 2 provides the daily, AM and PM peak hour trip generation for the proposed use. Based on the new peak hour trip generation of 22 PM peak hour trips, the radius of development influence is one-half mile. The trip distribution is provided on Attachment 3A. The peak hour directional trip assignments are shown on Attachment 3B. The maximum percent impact on the study area roadways is 0.18%. The project impact is below 1% of the adopted LOS D service volume and does not significantly impact any roadway links or intersections, therefore the requirements of Test 1 are met. The

project does not have any Test 2 impacts. Therefore, the proposed project is in compliance with the Countywide Traffic Performance Standards.

6. That the proposed special exception use:

a. Does not significantly reduce light and air to adjacent properties.

Response: The development of these special exception uses will not reduce the amount of light or air to adjacent properties.

b. Does not adversely affect property values in adjacent areas.

Response: The development of this special exception use will not adversely affect the property values in adjacent areas. The Applicant feels that the development of this property will have a positive effect to the adjacent properties and encourage new business, as well as new residents to the Village.

c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

Response: The development of this property will not be a deterrent to the existing, future or proposed redevelopment of surrounding properties. The existing building has been abandoned for several years and this adaptive reuse of the building will seek further investment along the corridor.

d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.

Response: The development of these special exception uses does not negatively impact the natural systems or public facilities, including parks and open spaces.

e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking

Response: The design and development of this special exception use on the site will provide pedestrian amenities, such as sidewalks that surround the proposed building and a trash receptacle at the southeasternmost corner of the site for employees and customers.

The site pre-dates many of the current codes and the applicant is proposing to maintain the existing building and upgrade the parking for operational purposes. Similarly, the landscape buffer along Lakewood Road as well as the south property

line lines were previously approved and provide for approximately 5' of planting area. These areas are to be updated to meet the code to the greatest extent possible but they do not meet the minimum 10' as required under current code so this too has been added as a non-conformity chart item as indicated below.

EXISTING NONCONFORMITY CHART				
	CODE SECTION	REQUIRED	EXISTING	NONCONFORMITY
1	Sec. 34-162	10' landscape buffer (North property line)	5' landscape buffer (North property line)	Allow a 5' landscape buffer along the north property line
	Required Buffers			
2	Sec. 34-164	5' Foundation Planting	3' Foundation Planting (North Building Facade)	Allow 3' Foundation Planting along the north building façade
	Required foundation plantings			

Request 2: Zoning Variance Request Standards:

ZONING VARIANCE CHART				
	CODE SECTION	REQUIRED	EXISTING	VARIANCE
1	Sec. 34-162	15' landscape buffer (Military Trail)	3' landscape buffer (Military Trail)	To allow for a 12' reduction of the required landscape buffer along Military Trail
	Required Buffers			

VIII. VARIANCE INFORMATION:

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34- 603(f)(1) of the Code. The statement must include comments on each of the following individually:

ZONING VARIANCE SEVEN (7) STANDARDS

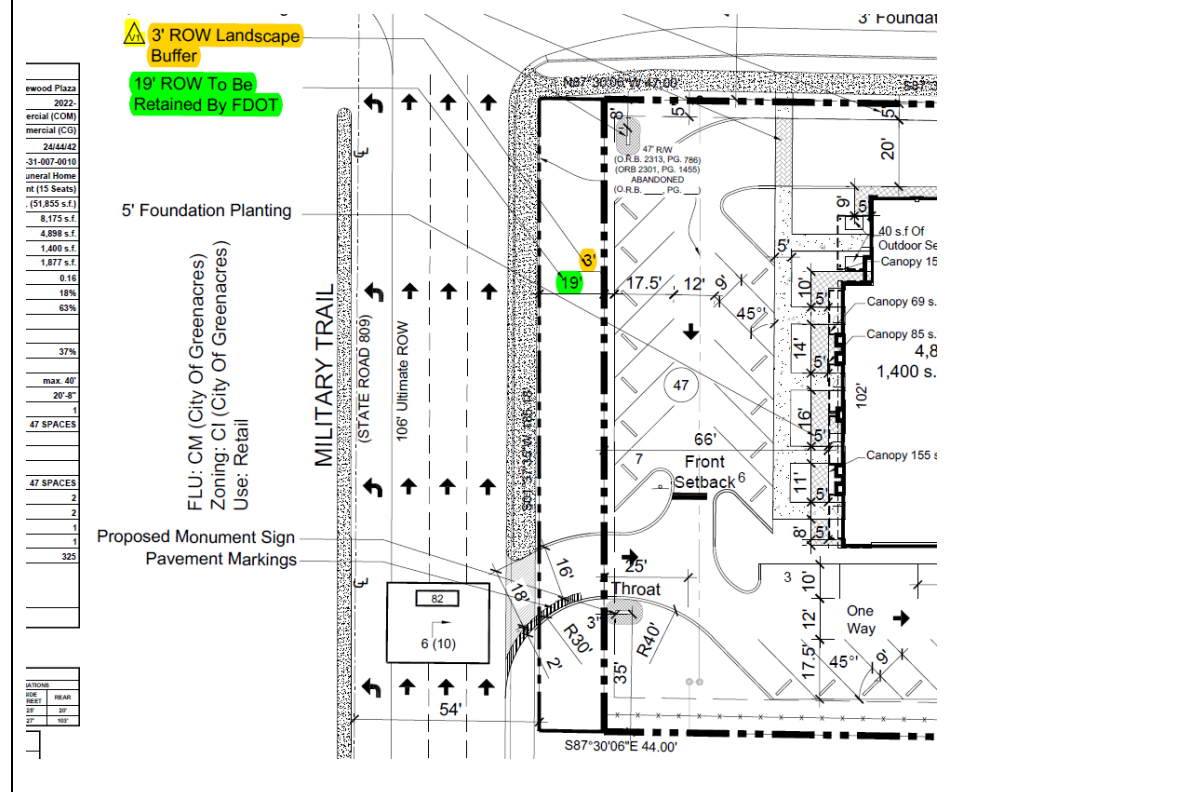
A. THAT SPECIAL CONDITION AND CIRCUMSTANCES EXIST WHICH ARE PECULIAR TO THE LAND, STRUCTURE, OR BUILDING INVOLVED, AND WHICH ARE NOT APPLICABLE TO OTHER LANDS, STRUCTURES, OR BUILDINGS IN THE SAME LAND DEVELOPMENT DISTRICT.

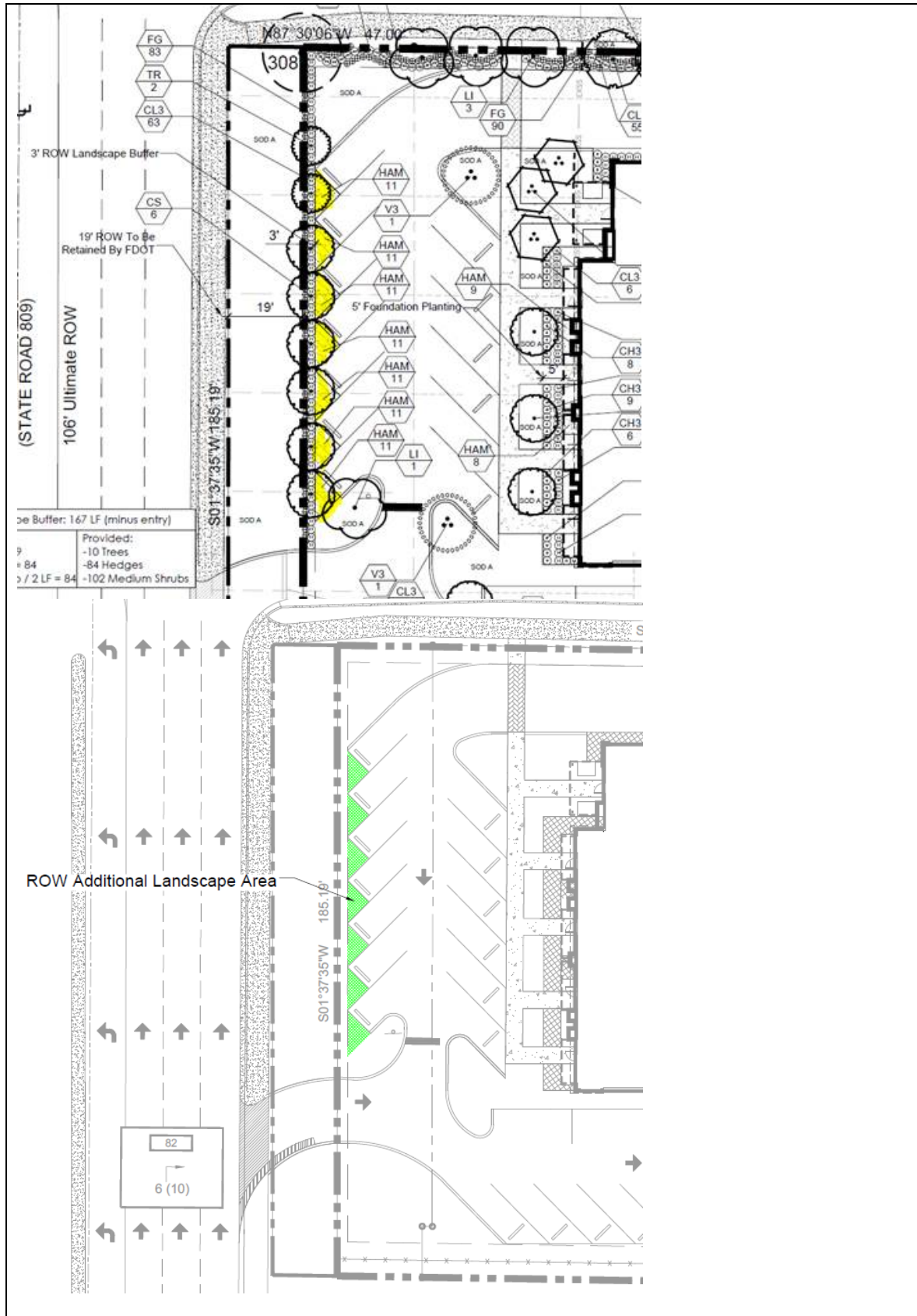
RESPONSE: Special conditions and circumstances exist that are peculiar to the parcel of land, building or structure that are not applicable to other parcels of land, structures or buildings in the same district.

Furthermore,

V1: The special conditions and circumstances are due to that FDOT owns the 47' strip of right-of-way (0.20 acres) along Military Trail and FDOT has agreed to provide 28 feet of the overall 47' right-of-way to the property owner as surplus land to correct the encroachment and to further assist the property owner in his proposed development. From the applicant's initial submittal with Village staff, the applicant had to significantly redesign the site plan in order to accommodate

FDOT's requests, while maintaining the code required parking. The proposed revisions consisted of the loss of 5 parking spaces from 52 Spaces to 47 Spaces, significant driveway circulation changes, consisting of going from a two-way drive aisle to a one-way drive aisle and from 90-degree parking spaces to angled 45-degree parking spaces to the north side of the building and western portion of the site, and parallel spaces to the south of the building. Therefore, the applicant is required to dedicate 19 feet of right-of-way to FDOT for future transit to be in compliance with the Long Range Transportation Plan (see below in "green"), which provides the applicant with 3 feet to provide the proposed right-of-way landscape buffer along Military Trail (see below in "yellow"). The Applicant is requesting to reduce the required right-of-way landscape buffer from 15 feet to 3 feet. The applicant is proposing to plant the required trees on center with the required spacing in compliance with Village code along with one row of shrubs within the 3' right-of-way landscape buffer and triangular sawtooth area along the west side of the angled spaces along the west property line. The diagram below illustrates the proposed 3' right-of-way landscape buffer as well as the triangular sawtooth area that has been added to extend the ROW landscape buffer s.f.





B. THAT THE SPECIAL CIRCUMSTANCES AND CONDITIONS DO NOT RESULT FROM THE ACTIONS OF THE APPLICANT:

RESPONSE: There are special circumstances and conditions that apply that are not a result of actions by the applicant.

Furthermore,

V1: The Applicant has presented the special circumstances and conditions that justify the variance. The conditions by which the variance is required is based on that FDOT has agreed to provide 28 feet of the overall 47' right-of-way to the property owner as surplus land to correct the encroachment and to further assist the property owner in his proposed development. Because of this, the proposed right-of-way landscape buffer reduction is required.

C. THAT GRANTING THE VARIANCE REQUESTED WILL NOT CONFER ON THE APPLICANT ANY SPECIAL PRIVILEGE THAT IS DENIED BY THIS CHAPTER TO OTHER LANDS, BUILDINGS, OR STRUCTURES IN THE SAME LAND DEVELOPMENT DISTRICT.

RESPONSE: Granting the variance will not confer any special privilege upon the applicant denied by the Comprehensive Plan and this Code to other parcels of land, buildings or structures in the same zoning district.

Furthermore,

V1: The granting of the variance would not confer upon the Applicant any special privilege denied by the comprehensive plan and this code to other parcels of land, buildings or structures in the same zoning district. The proposed variance would be expected to be granted on similar properties with adjacent properties supporting the same uses.

D. THAT LITERAL INTERPRETATION OF THE PROVISIONS OF THIS CHAPTER WOULD DEPRIVE THE APPLICANT OF RIGHTS COMMONLY ENJOYED BY OTHER PROPERTIES IN THE SAME LAND DEVELOPMENT DISTRICT UNDER THE TERMS OF THIS CHAPTER AND WOULD WORK UNNECESSARY AND UNDUE HARDSHIP ON THE APPLICANT.

RESPONSE: Literal interpretation and enforcement of the terms and provisions of this code would deprive the applicant of rights commonly enjoyed by other parcels of land in the same zoning district and would work an unnecessary and undue hardship.

Furthermore,

V1: Literal interpretation and enforcement of the terms and provisions of this code would deprive the Applicant of rights commonly enjoyed by other parcels of land in the same zoning district, and would work an unnecessary and undue hardship. The literal interpretation of the Code would require the proposed commercial development to maintain a 15' right-of-way landscape buffer from N Military Trail. A 15' right-of-way landscape buffer eliminates the ability to efficiently place the proposed building on the subject site and work within the limitations of the property. The subject site is currently underutilized as funeral home fronting on a 6-lane highway. The proposed commercial development would better serve the site and remain consistent with the impact and intensity of the surrounding uses. If the applicant was able to purchase the full 47' strip of right-of-way as surplus from FDOT, then this variance would not have been required and the applicant would have been able to utilize the existing 5' landscape buffer as an existing nonconformity.

E. THAT GRANTING THE VARIANCE IS THE MINIMUM VARIANCE THAT WILL MAKE POSSIBLE THE REASONABLE USE OF THE LAND, BUILDING OR STRUCTURE:

RESPONSE: Granting these variances are the minimum needed for the reasonable use of the property.

Furthermore,

V1: The granting of a right-of-way landscape buffer reduction variance is the minimum variance that will make possible the reasonable use of the parcel of land, building or structure. The granting of the right-of-way landscape buffer variance reduction is the minimum needed to make reasonable use of the property for the proposed commercial development. Based on that FDOT is requiring 19 feet of the overall 47' strip of right-of-way for future transit, the applicant is providing the maximum ROW landscape buffer due to the existing site constraints. The applicant is proposing to plant the required trees along with one row of hedges within the 3' right-of-way landscape buffer and sawtooth area along the west side of the angled spaces along the west property line.

F. THAT THE GRANTING OF THE VARIANCE WILL BE IN HARMONY WITH THE GENERAL INTENT AND PURPOSE OF THIS CHAPTER.

RESPONSE: Granting of the requested variances will be consistent with the purposes, goals, objectives and policies of the comprehensive plan and the Village's Land Development Regulations.

Furthermore,

V1: Granting of the variance will be consistent with the purposes, goals, objectives, and policies of the comprehensive plan and this code. The variance request is consistent with the harmony and general intent of the Village's Land Development Regulations.

G. THAT SUCH VARIANCE WILL NOT BE INJURIOUS TO THE AREA INVOLVED OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE.

RESPONSE: Granting of the requested variances will clearly not be injurious to the area involved or otherwise detrimental to the public welfare.

Furthermore,

V1: The proposed right-of-way landscape buffer variance reduction will not be injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 12' right-of-way landscape buffer reduction along Military Trail. The proposed variance will not be injurious to the surrounding properties as the proposed variance would be expected to be granted on similar properties with adjacent properties supporting the same uses.

On behalf of the Property Owner, CAT Center LLC ("Owner"), Schmidt Nichols Inc. respectfully requests your approval of these applications for a Site Plan Amendment, a Special Exception use, and Variance.

LOCATION MAP

Map showing the location of the site (indicated by a grey square) at the intersection of Lake Worth Rd and S Military Trl. Other roads shown include Bowman St and Kirk Rd. A north arrow is present in the bottom right corner.

SITE TABULAR DATA	
Application Name	Lakewood Plaza
Application Number	2022-
Future Land Use Designation	Commercial (COM)
Zoning District	General Commercial (CG)
Section, Township, Range	24/44/42
Property Control Number	70-42-44-24-31-007-0010
Existing Use	Funeral Home
Proposed Use	Retail Sales, Office, Restaurant (15 Seats)
Total Gross Site Area	1.11 AC. (48,336 s.f.)
Total Gross Floor Area	8,175 s.f.
Retail Sales	4,898 s.f.
Restaurant (15 Seats)	1,400 s.f.
Office	1,877 s.f.
Total Floor Area Ratio	0.17
Total Building Coverage (including canopy of 1,451 s.f.)	20%
Impervious Area	63%
Buildings (8,175 s.f.)	
Pavements/Walks (24,698 s.f.)	
Pervious Area	37%
Open Space (18,321 s.f.)	
Max. Building Height	max. 40'
Existing Building Height	20'-8"
Number of Stories	1
Parking Required	47 SPACES
Retail Sales - 1 Space/200 s.f. @ 4,898 s.f. = 24	
Restaurant - 1 Space/100 s.f. @ 1,400 s.f. = 14	
Office - 1 Space/200 s.f. @ 1,877 s.f. = 9	
Proposed Parking	47 SPACES
Handicap Spaces Required	2
Handicap Spaces Proposed	2
Loading Required (12' x 40' Min.)	1
Loading Provided	1
Traffic Analysis Zone	325
Concurrency Approval* Retail Sales 4,898 s.f. Restaurant (15 Seats) 1,400 s.f. Office 1,877 s.f.	
*Concurrency is approved for the above uses and amounts shown on this plan	

PROPERTY DEVELOPMENT REQUIREMENTS												
	ZONING DISTRICT	MINIMUM LOT DIMENSIONS				MAX FAR	MAX BLDG COVER	MIN OPEN SPACE	SETBACKS/SEPARATIONS			
		SIZE	WIDTH	FRONTAGE	DEPTH				FRONT	SIDE INTERIOR	SIDE STREET	REAR
CODE	CG	N/A	100'	100'	200'	0.50	N/A	10%	50'	15'	25'	20'
PROP	CG	1.11 AC.	185.19'	185.19'	260.96'	0.17	20%	37%	66'	57'	28'	103'

DEVELOPMENT TEAM	
DEVELOPER:	CAT CENTER LLC
	WEST PALM BEACH, FL 33409
	3819 WESTGATE AVENUE, SUITE 8
	(561) 719-5040
ARCHITECT:	BORRERO ARCHITECTURE
	160 SW 12TH AVENUE, SUITE 101-C
	DEERFIELD BEACH, FL 33442
	(561) 271-0164
CIVIL ENGINEER:	McLEOD, MCCARTHY & ASSOCIATES P.A.
	1655 PALM BEACH LAKE BLVD
	WEST PALM BEACH, FLORIDA 33407
	(561) 689-9500
TRAFFIC ENGINEER:	PINDER TROUTMAN CONSULTING, INC
	2005 VISTA PARKWAY, SUITE 111
	WEST PALM BEACH, FLORIDA 33411
	(561) 296-9698
PLANNER:	SCHMIDT NICHOLS
	1551 N FLAGLER DRIVE, SUITE 102
	WEST PALM BEACH, FL 33401
	(561) 684-6141
SURVEYOR:	MILLER LAND SURVEYING
	1121 LAKE AVENUE
	LAKE WORTH, FL 33460
	LAKE WORTH, FL 33460

NOTES
BASE INFORMATION FOR THIS PROJECT WAS OBTAINED FROM A SURVEY PREPARED BY MILLER SURVEYING. DATED 08/12/19

1 5' Landscape Buffer
Decorative Pavers Typ.
Proposed Monument Sign
2 3' ROW Landscape Buffer
19' ROW To Be Retained By FDOT

FLU: CM (City Of Greenacres)
Zoning: CI (City Of Greenacres)
Use: Retail

Proposed Monument Sign Pavement Markings

[illegible]

FLU: COM
Zoning: CG
Use: Utilities
(Bellsouth Telecommunications Inc.)

LEGAL DESCRIPTION

ALL OF BLOCK 7, LESS THE NORTH 20 FEET THEREOF, AND LESS THE WEST 22 FEET THEREOF, PLAT III GREENLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 5, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THE NORTH HALF OF THE 30 FOOT RIGHT-OF-WAY LYING BETWEEN BLOCKS 7 AND 8, BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WEST LINE OF BLOCK 7, BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EAST LINE OF BLOCK 7, LESS THE WEST 22 FEET THEREOF, PLAT III GREENLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 5, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 48,336 SQUARE FEET (1.1096 ACRES).

EXISTING NONCONFORMITY CHART				
	CODE SECTION	REQUIRED	EXISTING	NONCONFORMITY
1	Sec. 34-162 Required Buffers	10' landscape buffer (North property line)	5' landscape buffer (North property line)	Allow a 5' landscape buffer along the north property line
2	Sec. 34-164 Required foundation plantings	5' Foundation Planting	3' Foundation Planting (North Building Facade)	Allow 3' Foundation Planting along the north building façade

ZONING VARIANCE CHART				
	CODE SECTION	REQUIRED	EXISTING	VARIANCE
	Sec. 34-162			
	Required Buffers	15' landscape buffer (Military Trail)	3' landscape buffer (Military Trail)	To allow for a 12' reduction of the required landscape buffer along Military Trail

Diagram illustrating the dimensions and components of a standard parking stall:

- Handicap Sign (FTP-25)**: Located above the stall.
- Sidewalk**: Located to the right of the stall.
- 2" Wheel Stop or Sidewalk Overhang**: Located at the front of the stall.
- 4" White Stripes, Typ.**: Located on the front of the stall.
- 18.5'**: Total length of the stall.
- 16.5'**: Length of the stall area.
- 9'**: Standard Space width.
- 12'**: Handicap Space width.
- 5'**: Area width.
- 4" Blue Stripe**: Located on the side of the stall.
- Recast Wheel Stop**: Located at the front of the stall.
- 5" Ramp**: Located at the front of the stall.
- Handicap Stall in Blue**: Located at the front of the stall.

Monument Sign Detail

Notes:

- Max 2 Signs Per Site
- Max Ht. 7'
- Max 120 Square Feet of Sign Face (Per. Sign)
- 3' Foundation Planting

Front/Rear View: A square sign face with a width of 17' mounted on a rectangular base.

Side View: A side elevation of the sign showing its height (H) and the 3' foundation planting area at the base. The sign is mounted on a base that sits on the **GRADE**.

Plan View: A top-down view of the sign, showing an oval-shaped sign face with a central rectangular cutout. A dimension line indicates a 3' width for the central cutout.

Technical drawing showing a cross-section of a concrete block wall and a detailed view of a metal gate assembly.

Wall Details:

- 3/4" Stucco Both Sides Of Wall
- 6" H 8" Conc. Block Wall w/ #5 Vert. Rebar 2'-0" O.C., Typ.
- Solid Opaque Doors
- FINISH GRADE
- 6" Concrete Slab w/ 6" x 6" W.W.M. 2% Slope On Pad

Gate Assembly Details:

- Galvanized Metal Gate Frame w/ 2" x 2" Tubing & Latch
- 12" x 18" Concrete Footing w/ (3) #5 Horz Rebar
- 6" x 8" Tie Beam w/ (2) #5 Rebar Cont.
- STOP BAR
- 2% SLOPE
- 13'-8" Min. Depth
- 12'-6" Min. Clearance
- Galvanized Metal Gate Frame w/ 2" x 2" Tubing & Latch
- Steel Gate Post

N.T.S.

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Lakewood Plaza

Palm Springs, Florida

Date: 04/23/20
Scale: 1" = 20'-0"
Design By: JN
Drawn By: AH
Checked By: JN
File No. 929.03
Job No. 19-54

10/06/22	Resubmittal
01/27/23	Resubmittal
03/31/23	Resubmittal
05/19/23	Resubmittal

Site Plan

PSP-1 of 1



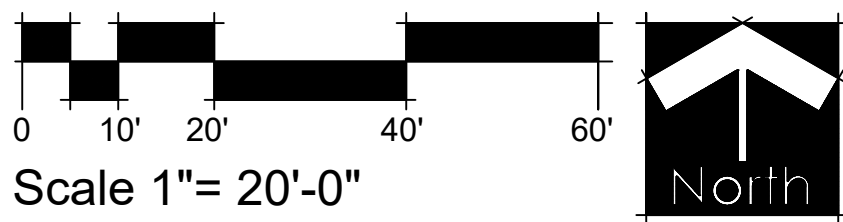
FLU: CM (City Of Greenacres)
Zoning: CI (City Of Greenacres)
Use: Retail

ROW Additional Landscape Area

FLU: COM
Zoning: CG
Use: Financial Institution
(Bank Of America)

FLU: COM
Zoning: CG
Use: Condominium

FLU: COM
Zoning: CG
Use: Utilities
(Bellsouth Telecommunications Inc.)



SCHMIDT
NICHOLS

LANDSCAPE ARCHITECTURE
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REVISIONS / SUBMISSIONS

10/06/22	Resubmittal
01/27/23	Resubmittal
03/31/23	Resubmittal
05/19/23	Resubmittal

ROW
LANDSCAPE
EXHIBIT



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West Palm Beach, FL 33401
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01/27/23 - Resubmittal

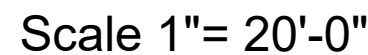
03/31/23 - Resubmittal

05/19/23 - Resubmittal

Landscape Plan

LP-1 of 3

SOD NOTES:
 -All areas labeled "Sod A" to be St. Augustine Sod.
 -All areas labeled "Sod B" to be Bahia Sod.

[illegible]



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LANDSCAPE ARCHITECTURE
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Lakewood Plaza

Palm Springs, Florida

LANDSCAPE NOTES

1. Easements shall not encroach landscape buffers more than 5 feet.

2. Landscaping in right-of-way buffers shall be installed on the exterior side of walls or fences.

3. FDOT Type D or F curb shall be provided along the perimeter of all landscape, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.

4. Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30" and 8' above crown of road.

5. Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas.

6. All plant material is to be installed a the height, spread and DBH/Caliper shown in the Plant List, container sizes are given as a suggestion only.

7. No muck-grown sod shall be utilized in detention areas.

8. All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing min. 150% coverage.

9. Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the field in accordance with the planting details shown hereon.

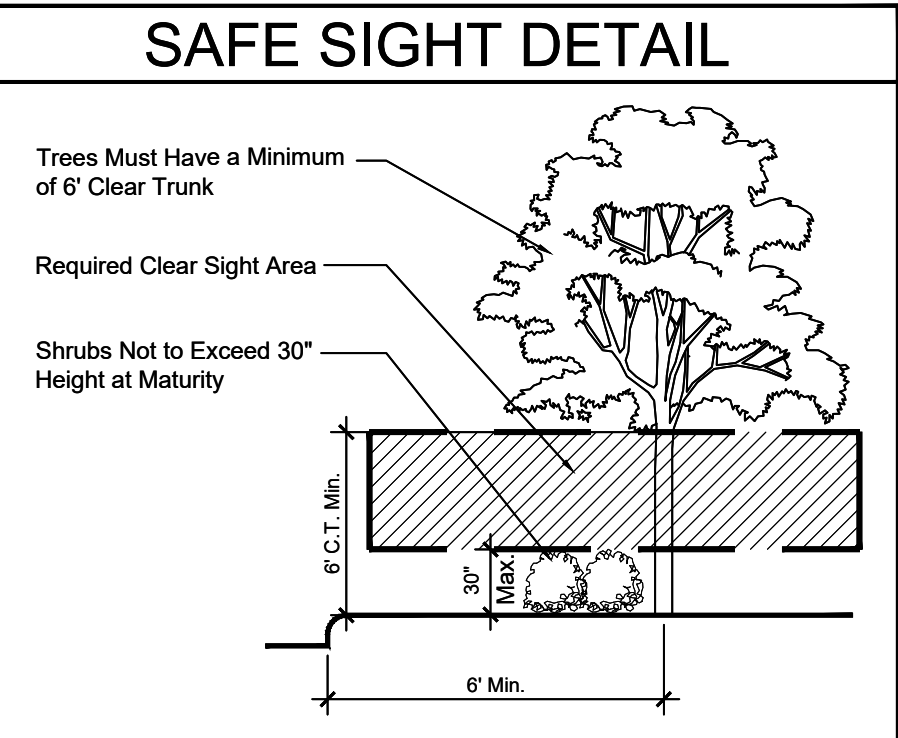
10. Trees are to be installed with a ten foot (10') separation from any water or sewer main and/ or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements. However, in no case shall a tree encroach into a PBCUE without prior PBCWUD approval and only sod can be installed within 7.5' of a fire hydrant unless otherwise approved by the Fire Marshal.

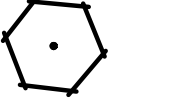
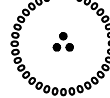
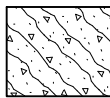
11. All planters shall be excavated to a minimum depth of the native soil on site and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.

12. All substitutions or modifications from the approved Landscape Plan must be submitted and approved by the Landscape Architect in writing.

13. All ground-mounted equipment shall be screened from view.

14. Prior to C.O., the site must have 100% sod coverage, including greenspace in the directly adjacent ROW. All disturbed areas must be sodded including all areas used for staging and maneuvering that may not be indicated on the Landscape Plan.

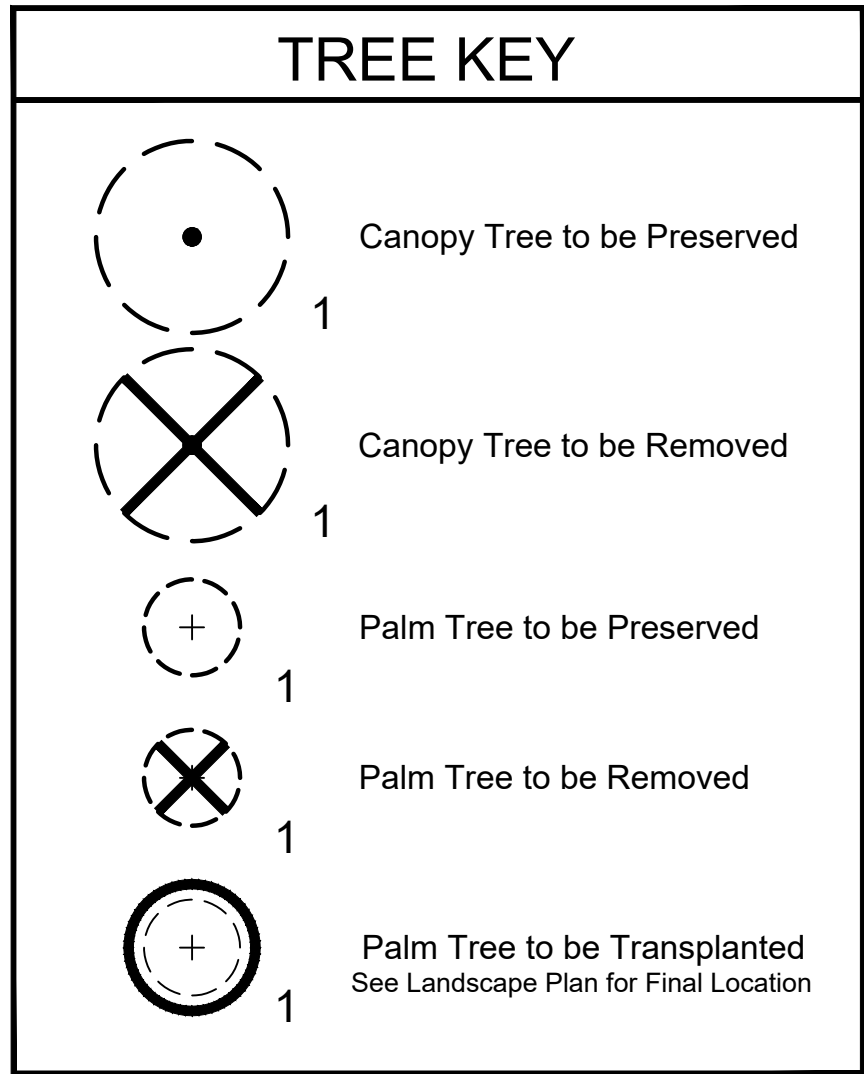
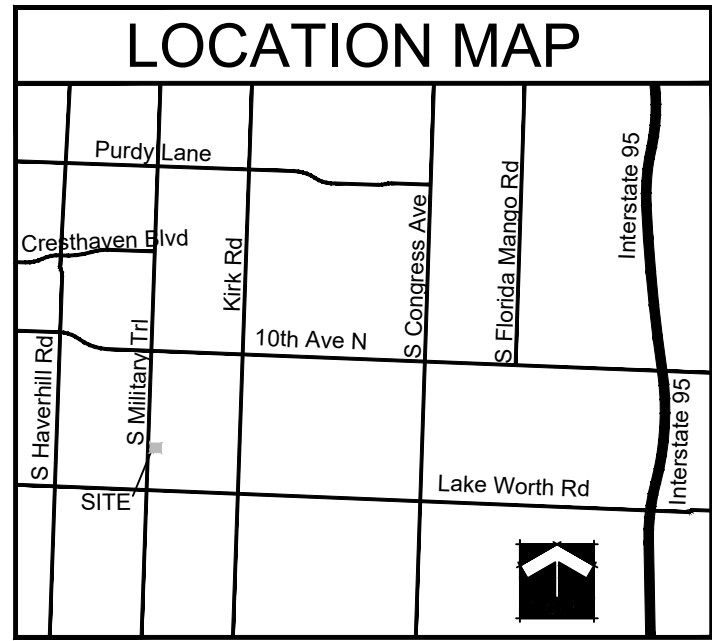


PLANT LIST										
TREES	CODE	QTY	BOTANICAL / COMMON NAME	CALIPER	HEIGHT	SPREAD	CLEAR TRUNK	WATER USAGE	NATIVE	
	CL	3	Clusia rosea / Autograph Tree Standard Form, Matched	2.5" Cal.	12'	6'	5' Min.	Low	Native	
	CS	25	Conocarpus erectus sericeus / Silver Button Wood Single Straight Trunk	2.5" Cal.	12'	6'	5' Min.	Low	Native	
	IC	8	Ilex cassine / Dahoon Holly Single Straight Trunk, Full to Base is Not Acceptable	2.5" Cal.	12'	6'	5' Min.	Low	Native	
	LI	14	Lagerstroemia indica 'Tuscarora' / Tuscarora Crape Myrtle Single Straight Trunk, Matched	2.5" Cal.	12' Min.	6'	5' Min.	Low	Non-Native	
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME	CALIPER	HEIGHT	SPREAD	CLEAR TRUNK	WATER USAGE	NATIVE	
	AT	3	Adonidia merrillii / Transplanted Christmas Palm Transplanted from on Site, Use Best Industry Standards and Provide Irrigation to Trees	EX.	EX.	EX.	EX.	Low	Non-Native	
	ST	3	Sabal palmetto / Transplanted Cabbage Palm *+ Transplanted From On Site, Stagger Heights in Groups, Avg. 12' OA Min. Ht. in Groupings	EX.	EX.	EX.	EX.	Low	Native	
	SP	5	Sabal palmetto / Sabal Palm Slick Trunks, Hurricane Cut, Stagger Heights 4' in Groups	N/A	12'-20' CT	N/A	12'-20' CT	Low	Native	
	TR	3	Thrinax radiata / Florida Thatch Palm Matched	N/A	8' CT	8'	8' CT	Low	Native	
	V3	2	Veitchia montgomeryana / Montgomery Palm 'Triple Trunk' Triple Trunk, No Scarred Trunks, Matched	N/A	10' CT	15'	10' CT	Low	Non-Native	
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS		
	CH3	37	Chrysobalanus icaco / Coco Plum Full To Base, Large Shrubs	30"	18"	24" O.C.	Low	Native		
	CL3	504	Clusia guttifera / Small-Leaf Clusia Full to Base, Large Shrubs	30"	18"	24" O.C.	Low	Native		
	FG	585	Ficus microcarpa 'Green Island' / Green Island Indian Laurel Fig	14"	18"	18" O.C.	Low	Non-Native		
	MYF	25	Myrcianthes fragrans / Simpson's Stopper Full to Base	30"	18"	24" O.C.	Low	Native		
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS		
	HAM	94	Hamelia patens / Firebush Full	30"	18"	24" O.C.	Low	Native		
SOD NOTES: -All areas labeled "Sod A" to be St. Augustine Sod. -All areas labeled "Sod B" to be Bahia Sod.										

Date:	04/23/20
Scale:	NTS
Design By:	MD
Drawn By:	AM
Checked By:	MD
File No.	929.03
Job No.	19-54

REVISIONS / SUBMISSIONS	
10/06/22 - Resubmittal	
01/27/23 - Resubmittal	
03/31/23 - Resubmittal	
05/19/23 - Resubmittal	

Landscape
Notes



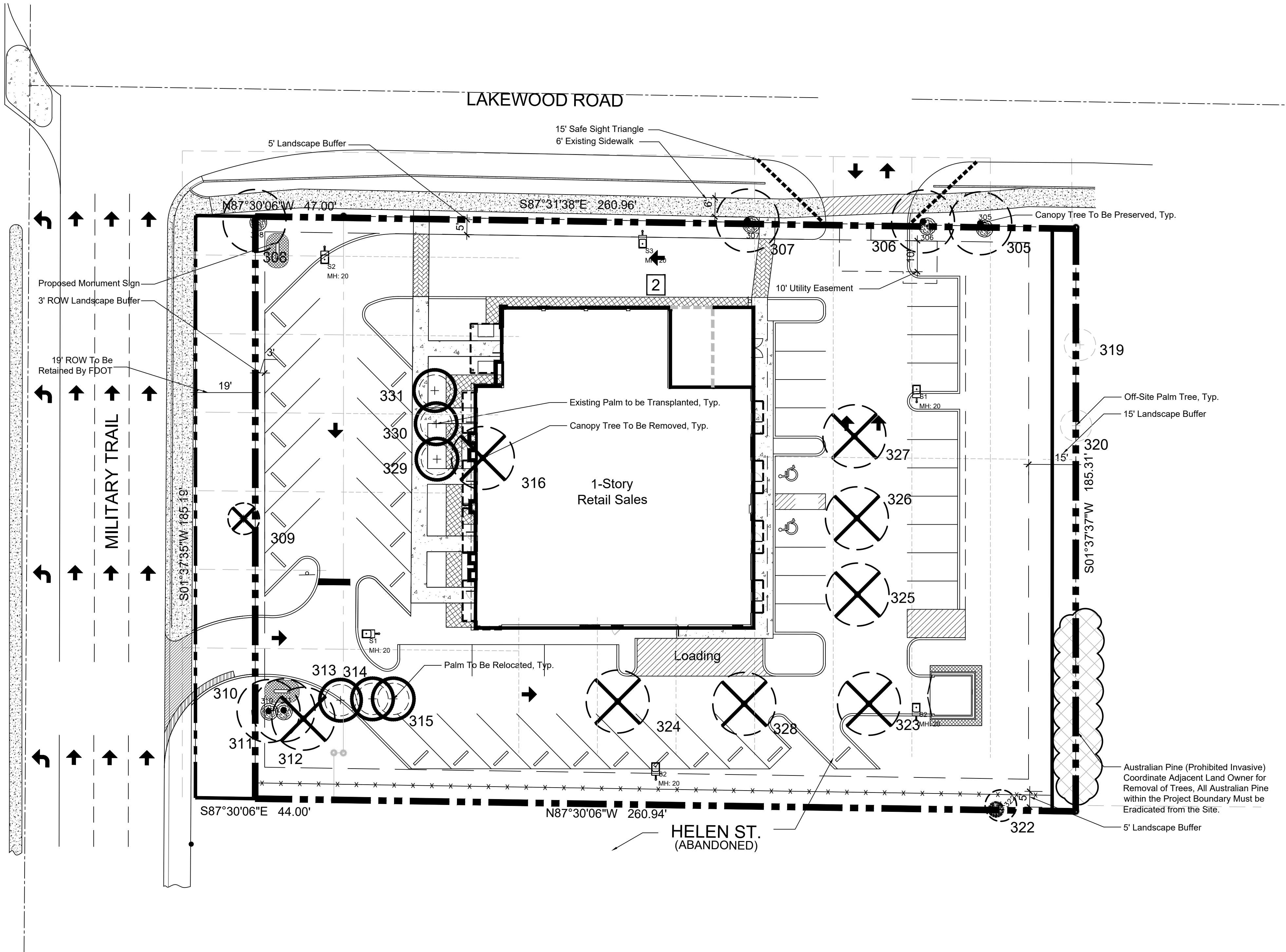
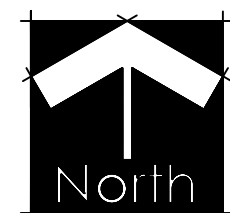
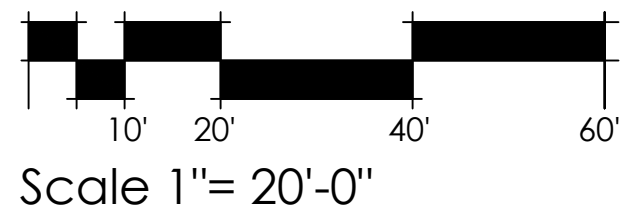
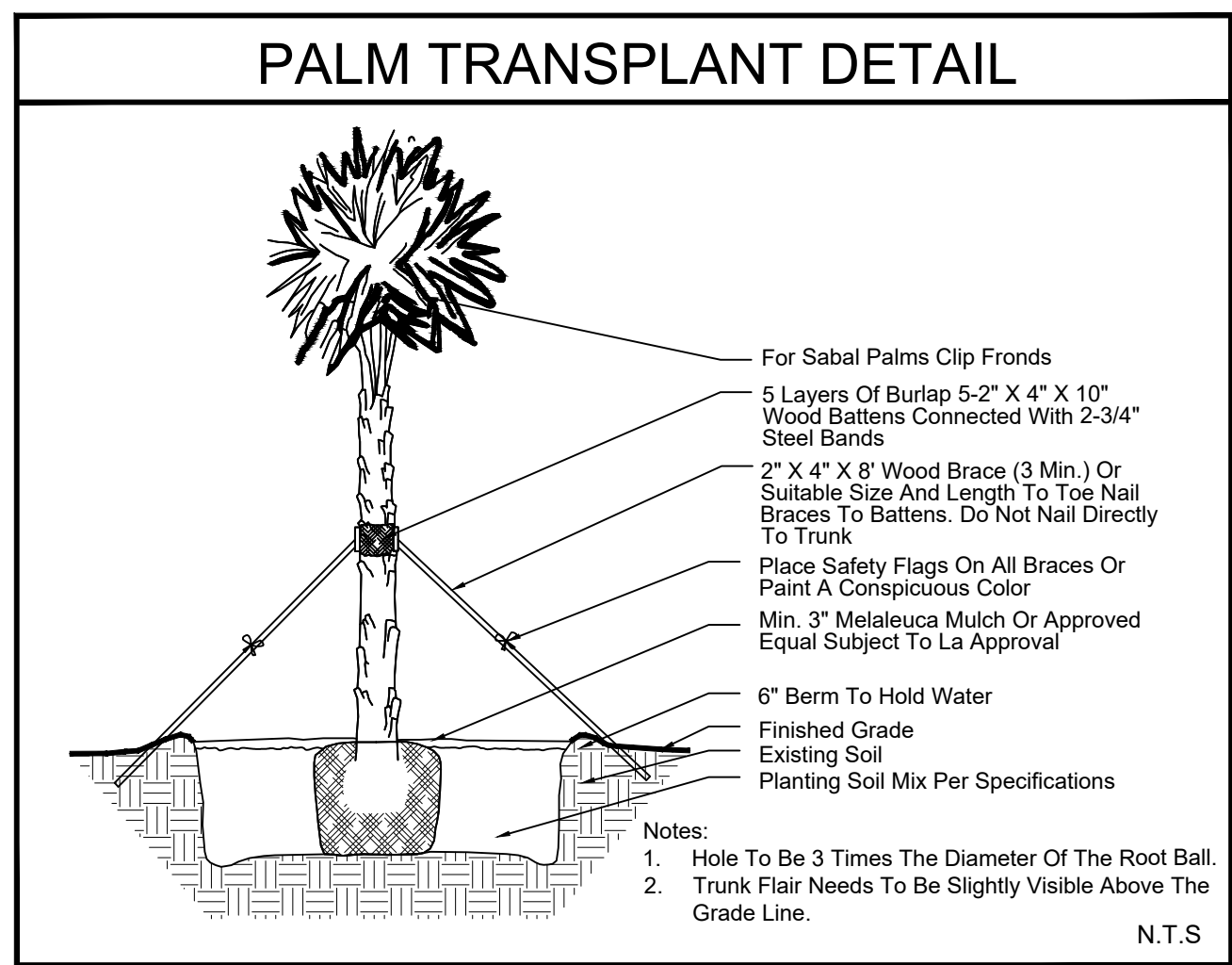
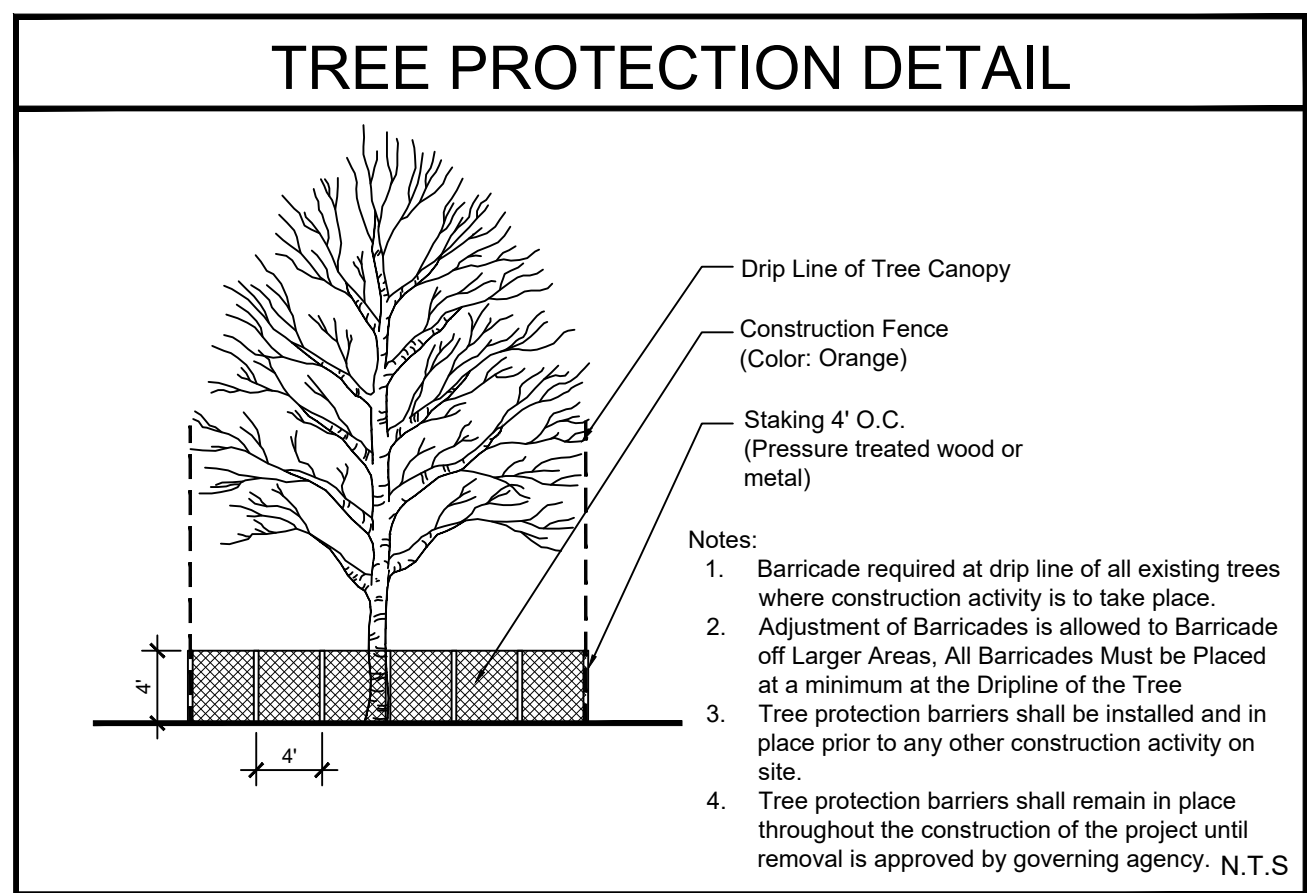
TREE SUMMARY

Category	Total Trees
Preserved Trees	7
Removed Trees	9
Transplanted Trees	6

- VEGETATION NOTES
1. Tree protection barriers shall be installed and in place prior to any other construction activity on site. Tree protection barriers shall remain in place throughout the construction of the project until removal is approved by governing agency.
 2. During land altering and construction, protective barriers shall be maintained around all trees / palms or groups of trees / palms to be protected. The movement of equipment or the storage of equipment, materials, and placement of debris or fill within protective barriers is prohibited.
 3. A permit to remove trees / palms must be applied for with the governing agency prior to and tree removal.
 4. All relocated trees and palms shall be staked and guyed as indicated in the details.
 5. Hurricane cut all Sabals prior to transplant.
 6. All transplanted trees must be transplanted using best industry standards.
 7. Provide irrigation to transplanted trees or trees within holding areas to ensure survivorship.

TREE TABULAR

TAG	COMMON NAME	BOTANICAL NAME	DBH	DISPOSITION
305	Mahogany	Swietenia mahogany	24"	Preserve
306	Mahogany	Swietenia mahogany	30"	Preserve
307	Mahogany	Swietenia mahogany	24"	Preserve
308	Mahogany	Swietenia mahogany	36"	Preserve
309	Sabal Palm	Sabal palmetto	3' CT	Remove
310	Mahogany	Swietenia mahogany	24"	Preserve
311	Mahogany	Swietenia mahogany	4"	Preserve
312	Ear Leaf Acacia	Acacia auriculiformis	24"	Remove, Invasive
313	Sabal Palm	Sabal palmetto	12' CT	Transplant
314	Sabal Palm	Sabal palmetto	12' CT	Transplant
315	Sabal Palm	Sabal palmetto	6' CT	Transplant
316	Mahogany	Swietenia mahogany	4"	Remove
319	Sabal Palm	Sabal palmetto	NA	Off-Site
320	Sabal Palm	Sabal palmetto	NA	Off-Site
322	Sabal Palm	Sabal palmetto	12' CT	Preserve
323	Mahogany	Swietenia mahogany	48"	Remove, Damaged, Rot
324	Mahogany	Swietenia mahogany	30"	Remove
325	Mahogany	Swietenia mahogany	24"	Remove
326	Mahogany	Swietenia mahogany	30"	Remove
327	Mahogany	Swietenia mahogany	30"	Remove
328	Live Oak	Quercus virginiana	4"	Remove
329	Triple Adonidia Palm	Veitchia merillii	12' OA	Transplant
330	Triple Adonidia Palm	Veitchia merillii	12' OA	Transplant
331	Triple Adonidia Palm	Veitchia merillii	12' OA	Transplant



SCHMIDT
NICHOLS

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

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West Palm Beach, FL 33401
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Website: www.snlandplan.com
License No: LC26000232

Lakewood Plaza

Palm Springs, Florida

Date: 4/23/20
Scale: 1" = 20'-0"
Design By: MD
Drawn By: AM
Checked By: MD
File No. 929.03
Job No. 19-54

REVISIONS / SUBMISSIONS

10/06/22 - Resubmittal
01/27/23 - Resubmittal
03/31/23 - Resubmittal
05/19/23 - Resubmittal

Tree Disposition Plan



No.	Issue	Date
1.	SUBMITTAL	10.27.2022

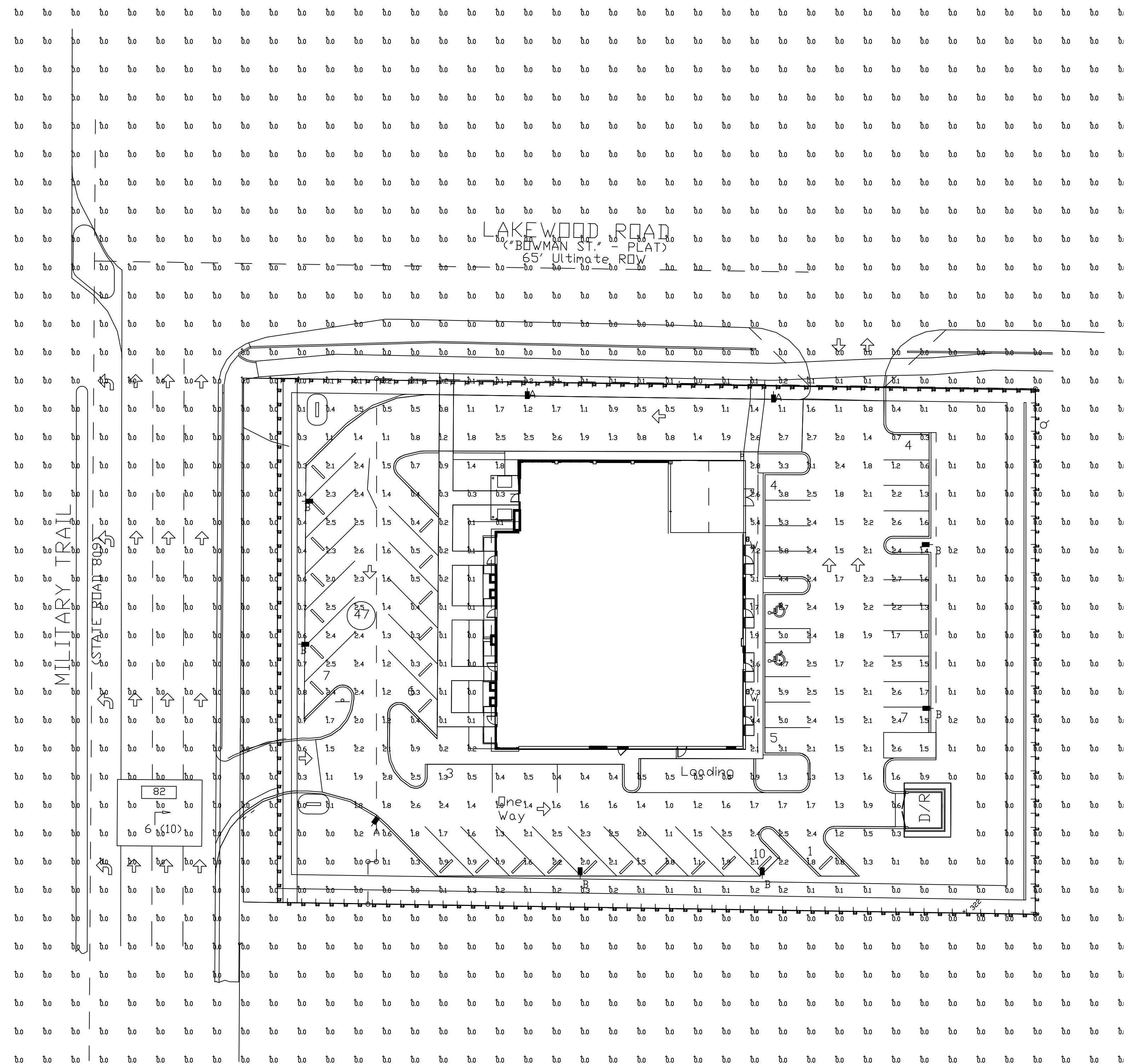
[illegible]

LAKEWOOD PLAZA
TAPATIA PALM SPRINGS

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF
COMMERCIAL LIGHTING IND. DO NOT SCALE DRAWINGS.
ALL MEASUREMENTS MUST BE CHECKED ON SITE BY
THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT
TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

LIGHTING AND
PHOTOMETRIC
PLAN

Scale	Date
$1/2" = 1' - 0"$	10.27.2022
Drawn By	Checked By
FG	I.D.
Job No.	
Sheet No.	
LDE-1	



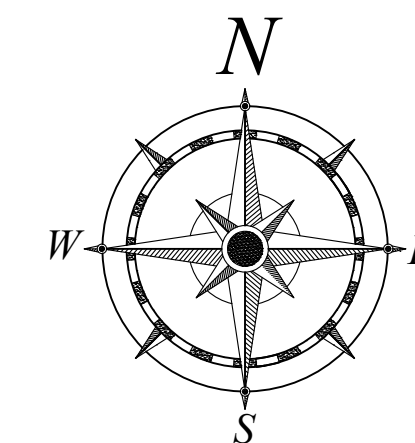
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE AT GRADE	Illuminance	Fc	0.06	0.3	0.0	N.A.	N.A.
SITE CALCS AT GRADE	Illuminance	Fc	0.32	7.3	0.0	N.A.	N.A.
VERTICAL PL AT 6' ABOVE GRADE	Illuminance	Fc	0.02	0.2	0.0	N.A.	N.A.
INSIDE CURB	Illuminance	Fc	1.76	5.9	0.3	5.87	19.67

Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Description	Mounting Height	LLD	LLF	Arr. Lum. Lumens	Arr. Watts	BUG Rating
	3	A	Single	MRS-LED-06L-SIL-3-50-70CRI-IL	18'	0.950	0.950	4259	41	B0-U0-G1
	6	B	Single	MRS-LED-06L-SIL-F-T-50-70CRI-IL	18'	0.950	0.950	3982	41	B0-U0-G1
	2	W	Single	XWS-LED-08L-SIL-F-T-50-70CRI	12'	1.000	0.950	8207	61	B2-U0-G2



**McLeod • McCarthy
& Associates, P.A.**
Civil Engineers

The Forum III
1655 Palm Beach Lakes Blvd, Ste. 810
West Palm Beach, FL 33401
P: 561.689.9500
F: 561.689.8080
www.mcleodmccarthy.com



0 10 20 40
SCALE: 1" = 20'

LEGEND

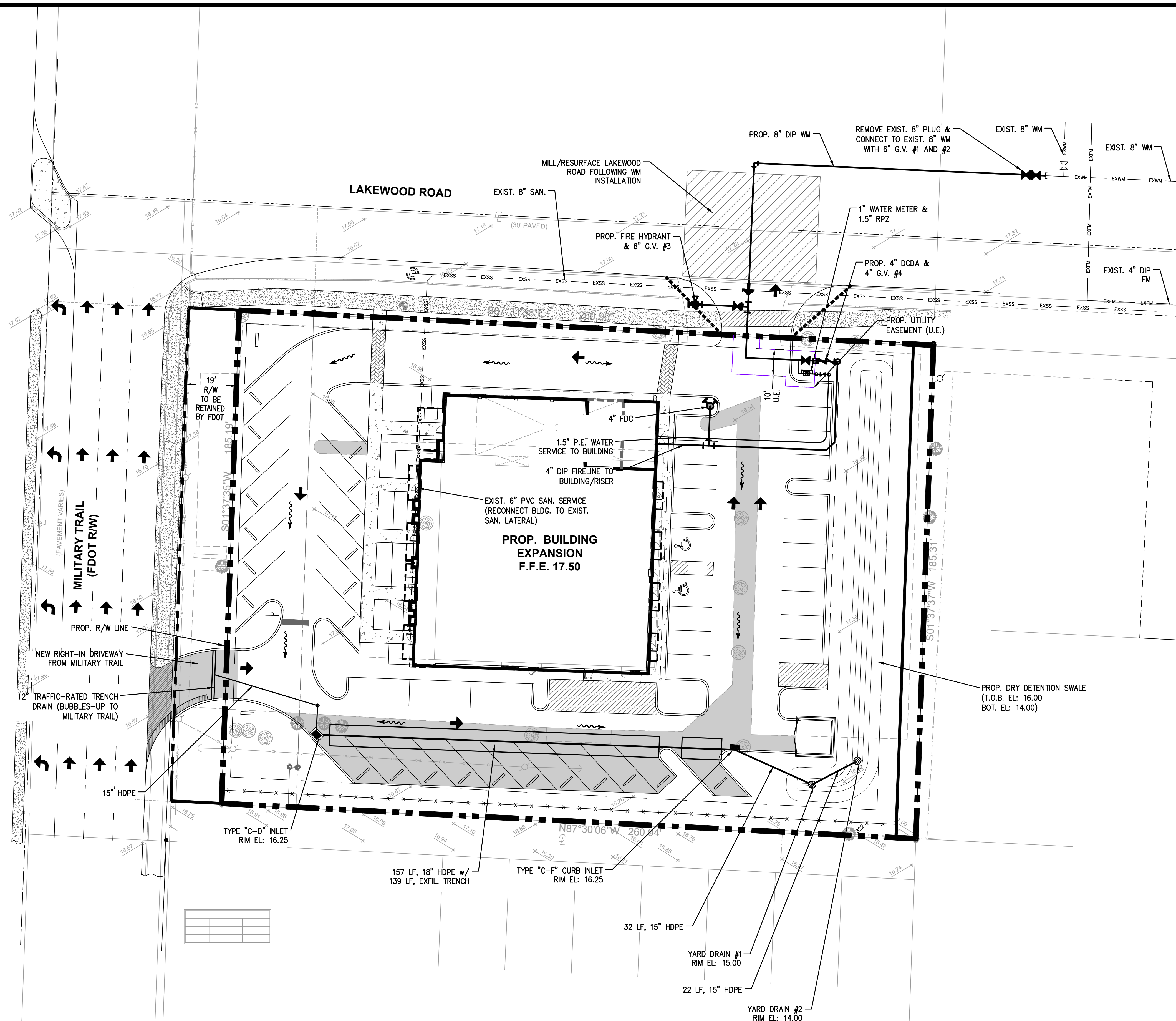
PROP. SIGN	
SURFACE FLOW ARROW	
PROP. ASPHALT PAVEMENT	
PROP. CONCRETE PAVEMENT	
PAVEMENT RESTORATION	
PROPOSED ELEVATION	
EXIST. ELEVATION	
RWL	
RAIN WATER LEADER	

NOTES:

- EXIST. UTILITIES, DRAINAGE, & ELEVATIONS BASED ON SURVEY PREPARED BY MILLER SURVEYING SURVEYING. CONTRACTOR SHALL VERIFY INVERTS, PIPE SIZES, AND STRUCTURE LOCATIONS PRIOR TO SUBMITTING SHOP DRAWINGS.
- ALL LANDSCAPE AREAS ADJACENT TO BUILDING SHALL BE GRADED TO DRAIN AWAY FROM BUILDING.
- CONTRACTOR SHALL CONFIRM DETECTABLE WARNING REQUIREMENTS WITH BUILDING OFFICIAL PRIOR TO INSTALLATION.
- WHERE LANDSCAPE/SOD ABUTS BUILDING SLAB, A MINIMUM 3" SLAB REVEAL SHALL BE PROVIDED.
- MAXIMUM SLOPE FROM TOP OF CURB AND BACK OF WALK TO FINISHED GRADE SHALL BE 4(H):1(V), UNLESS OTHERWISE NOTED.
- ALL BUFFER, DETENTION, SWALE, AND UN-LANDSCAPED/UNPAVED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED.
- REFER TO SITE PLAN PREPARED BY SCHMIDT-NICHOLS FOR ADDITIONAL SITE REQUIREMENTS.
- ALL CULVERTS LEADING TO EXFILTRATION TRENCH SHALL BE FITTED WITH A POLLUTION RETARDANT BAFFLE (PRB) PER THE ENCLOSED DETAIL.
- ALL OFFSITE DISTURBED AREAS SHALL BE SODDED BY CONTRACTOR. ALL DAMAGED CURBING, PAVEMENT, STRIPING, SIGNAGE, LANDSCAPING, ETC. SHALL BE RESTORED BY CONTRACTOR.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR PREPARING MAINTENANCE OF TRAFFIC (MOT) PLANS AND OBTAINING ALL REGULATORY APPROVALS FOR MOT PLANS. COPIES OF APPROVED MOT PLANS SHALL BE PROVIDED TO ENGINEER PRIOR TO COMMENCING WORK.
- ALL EXFILTRATION TRENCH SHALL BE VENTED TO NEAREST INLET.
- EXIST. PAVEMENT AREAS WILL BE OVERLAID/OVERBUILT TO ACHIEVE SHEET FLOW PATTERNS SHOWN IN ADJACENT PLAN.

ACCESSIBILITY NOTES:

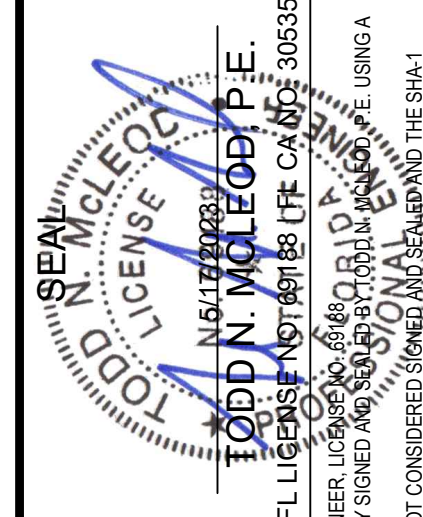
- ACCESSIBLE ROUTES SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE - ACCESSIBILITY.
- ALL WALKS CROSSING A VEHICULAR AREA SHALL HAVE DETECTABLE WARNING SURFACE (TRUNCATED DOME) IN ACCORDANCE WITH THE FLORIDA BUILDING CODE - ACCESSIBILITY.
- CURB RAMP SLOPES AND DIMENSIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX NO. 304. CURB RAMP DETECTABLE WARNING SURFACES SHALL BE TRUNCATED DOME AND SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE.
- DETECTABLE WARNING SHALL BE THE WIDTH OF THE WALKING SURFACE AND 3' IN LONGITUDINAL LENGTH (DIRECTION OF TRAVEL). DETECTABLE WARNING MATS SHALL PER THE FDOT APPROVED PRODUCTS LIST (APL), LATEST EDITION.



ENGINEERING
PRELIMINARY CONCEPT PLAN
LAKEWOOD PLAZA
3772 S. MILITARY TRAIL
PALM SPRINGS, FLORIDA

SCALE: AS SHOWN
DATE: 2/25/2020

SHEET
C1.1
OF 3



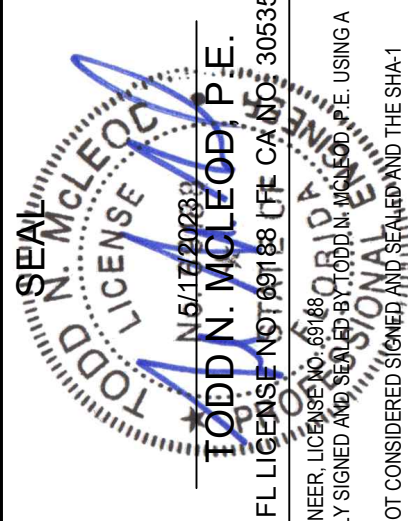
FIELD: P. Saffold
DRAWN: P. Saffold
DESIGNED: TMM
APPROVED: TMM
PROJECT #19-055

NO.	DATE	REVISIONS
5	5/17/2023	DDA REV PER NEW SITE PLAN
4	3/29/2023	R/W REV PER FDOT SURPLUS LETTER
3	3/29/2023	UTILITY EASEMENT ADDED
2	9/20/2022	REV PER NEW SITE PLAN
1	4/14/20	REV PER NEW SITE PLAN



**McLeod • McCarthy
& Associates, P.A.**
Civil Engineers

The Forum III
1655 Palm Beach Lakes Blvd, Ste. 810
West Palm Beach, FL 33401
P: 561.689.9500
F: 561.689.8080
www.mcleodmccarthy.com



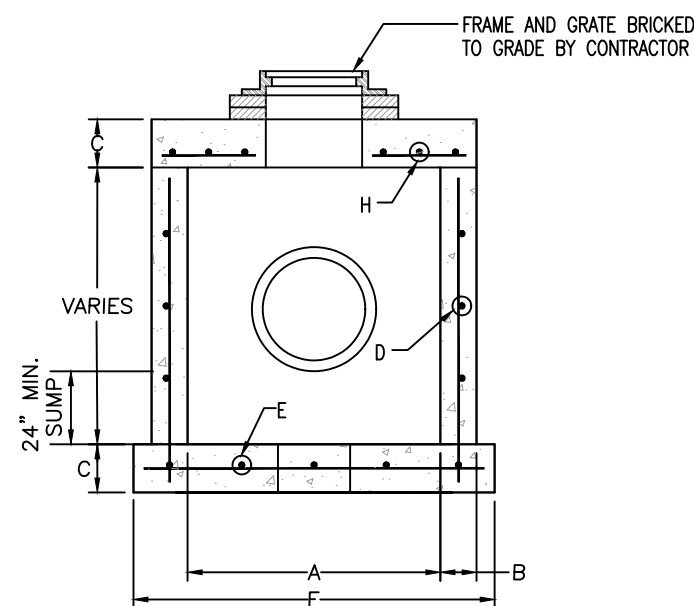
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DRAWN: P. Saffold
DESIGNED: TMM
APPROVED: TMM
PROJECT #19-055

REVISIONS
DATE
NO.

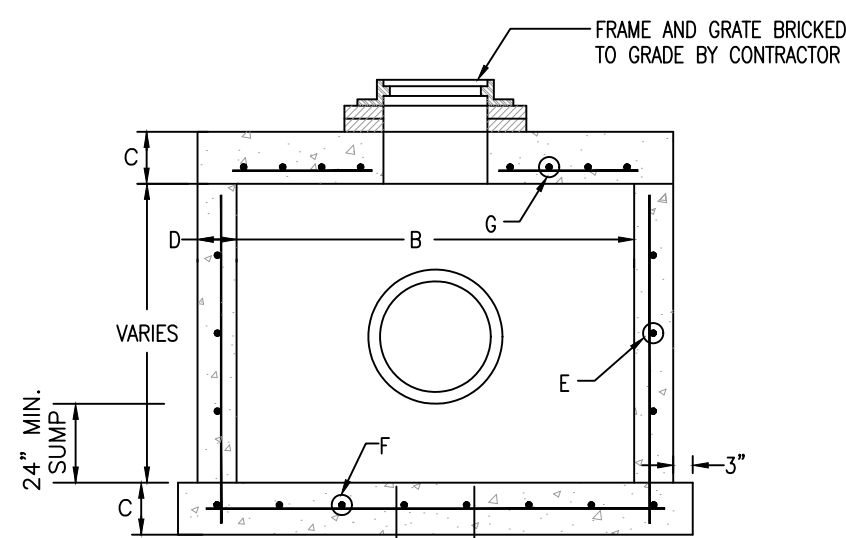
PRELIMINARY ENGINEERING DETAILS
LAKEWOOD PLAZA
3772 S. MILITARY TRAIL
PALM SPRINGS, FLORIDA

SCALE: AS SHOWN
DATE: 2/25/2020

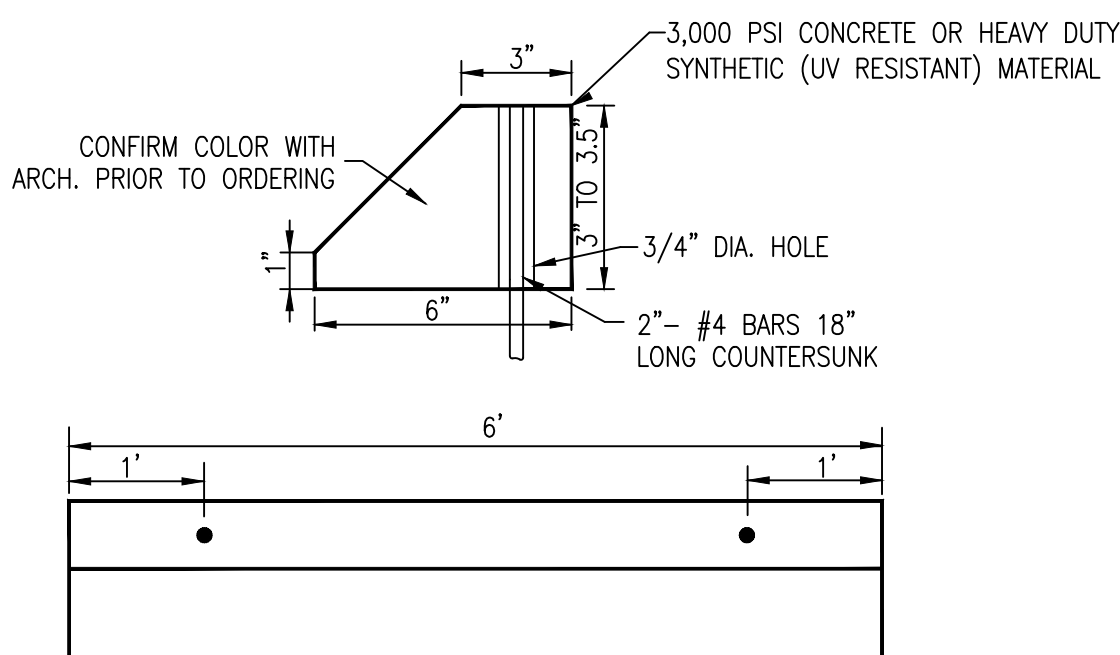
SHEET
C2.1
OF 3



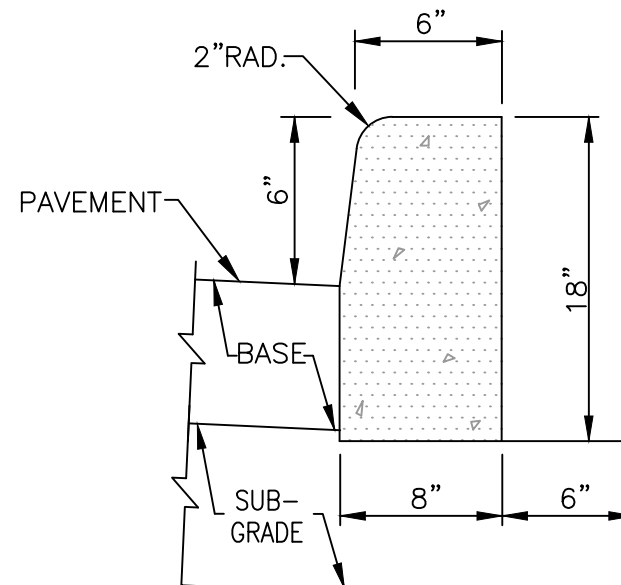
CATCH BASIN
(SEE TABLE FOR DIMENSIONS)



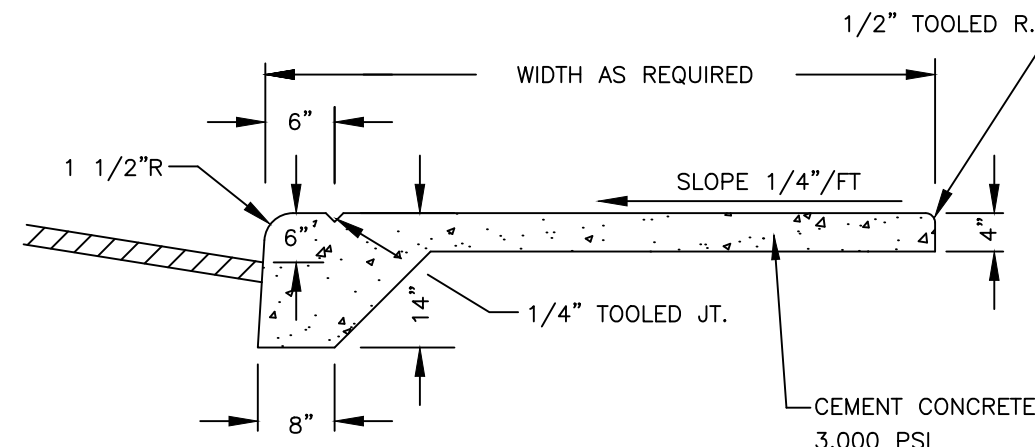
CATCH BASIN
(SEE TABLE FOR DIMENSIONS)



LOW PROFILE WHEEL STOP DETAIL
N.T.S.

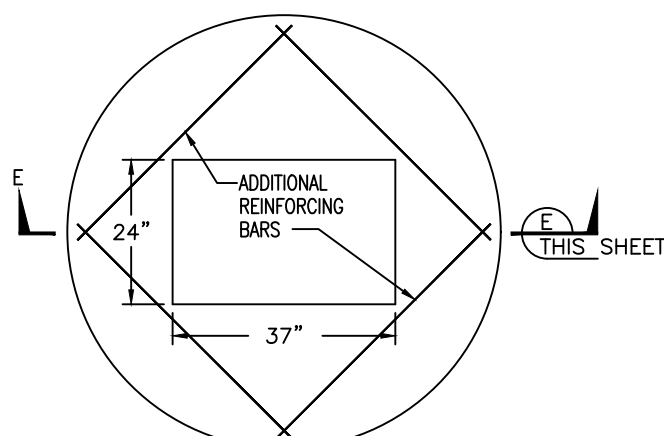


TYPE "D" CURB
N.T.S.

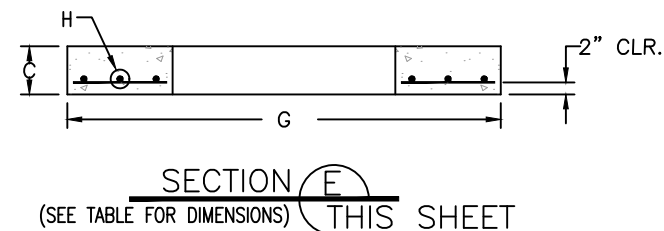


- NOTES:
1. THE REVEAL SHOWN MAY VARY. REFER TO PLANS FOR LOCATIONS.
 2. MONOLITHIC WALK & CURB REQUIRED AT ALL LOCATIONS WHERE PROPOSED SIDEWALK ABUTS ASPHALT PAVEMENT.

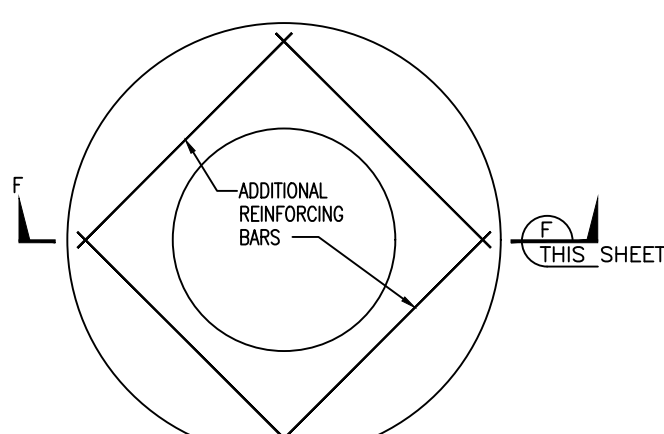
MONOLITHIC CURB
AND SIDEWALK SECTION
N.T.S.



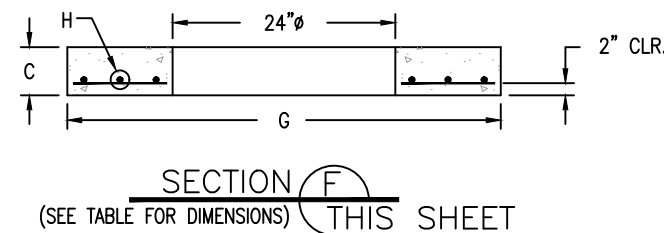
TOP SLAB FOR CATCH BASIN



SECTION E
(SEE TABLE FOR DIMENSIONS)



TOP SLAB FOR MANHOLE



SECTION F
(SEE TABLE FOR DIMENSIONS)

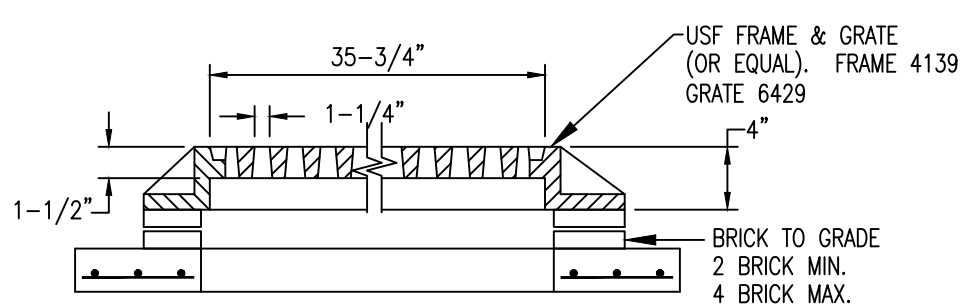
A	B	C	D	E*	F	G	H*
				C.C.E.W.			C.C.E.W.
3'-6"	4"	8"	ASTM C-478	#4 @ 12"	4'-8"	4'-2"	#4 @ 6"
3'-6"	6"	8"	ASTM C-478	#4 @ 12"	5'-0"	4'-6"	#4 @ 6"
4'-6"	6"	8"	ASTM C-478	#4 @ 12"	6'-0"	5'-0"	#4 @ 6"
4'-6"	8"	8"	ASTM C-478	#4 @ 12"	6'-4"	5'-4"	#4 @ 6"
5'-0"	8"	8"	ASTM C-478	#5 @ 12"	7'-4"	6'-4"	#5 @ 6"
6'-0"	6"	8"	ASTM C-478	#5 @ 6"	8'-0"	7'-0"	#5 @ 6"
6'-0"	8"	8"	ASTM C-478	#5 @ 6"	8'-4"	7'-4"	#5 @ 6"
7'-0"	8"	8"	ASTM C-478	#5 @ 6"	9'-4"	8'-4"	#5 @ 6"
8'-0"	10"	10"	ASTM C-478	#5 @ 6"	10'-8"	9'-8"	#6 @ 6"
10'-0"	12"	12"	ASTM C-478	#5 @ 6"	12'-0"	12'-0"	#6 @ 6"

INLET NOTES

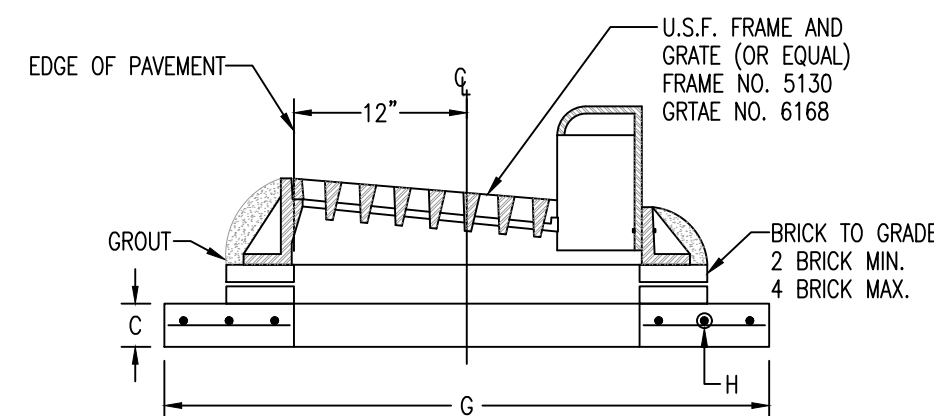
BEVELED EDGES: ALL EXPOSED CORNERS AND EDGES TO BE CHAMFERED 3/4".
FOUNDATION MATERIAL: WHERE MATERIAL UNSATISFACTORY FOR FOUNDATION IS ENCOUNTERED, ALL SUCH MATERIAL MUST BE REMOVED DOWN TO SATISFACTORY MATERIAL AND BACKFILLED TO SUBGRADE WITH CLEAN SAND.
INLET TYPES: INLETS ARE TO BE CONSTRUCTED TO THE DIMENSIONS SHOWN HEREON. INLETS RECEIVING PIPE LARGER THAN 42" DIAMETER SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS.

MATERIAL: INLET WALLS AND BASES MAY EITHER BE CAST-IN-PLACE CLASS I, 2500 P.S.I. CONCRETE OR PRECAST CLASS II, 4000 (MIN.) P.S.I. CONCRETE.

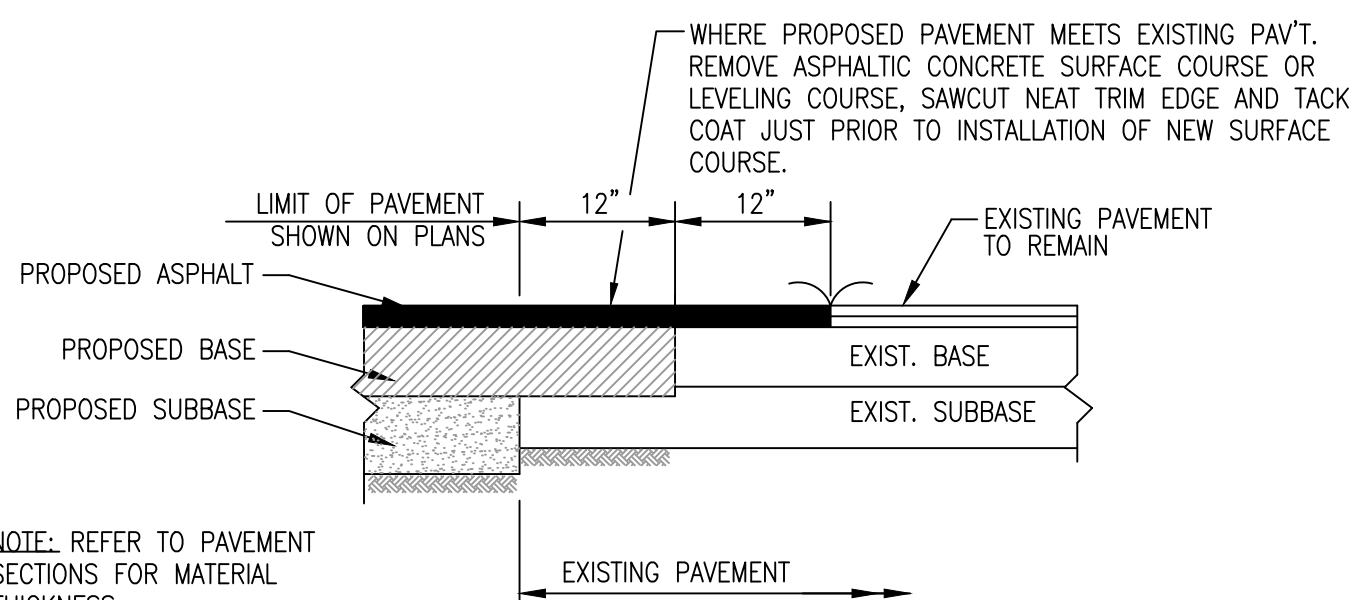
CIRCULAR CATCH BASIN (ON-SITE)



ON-SITE INLET FRAME & GRATE
(TYPE "C-D" INLET)

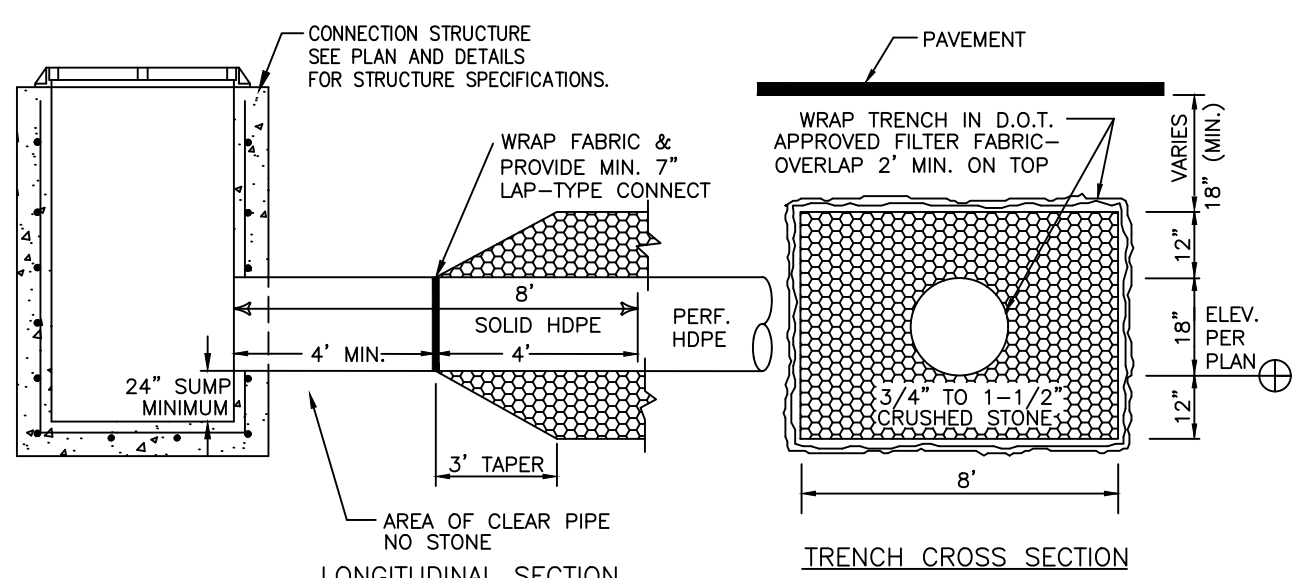


TYPE 'F' CURB & GUTTER TOP (TYPE 'C-F' INLET)
GRATE ELEVATION AS SHOWN ON PLANS = EDGE OF PAVEMENT ELEVATION



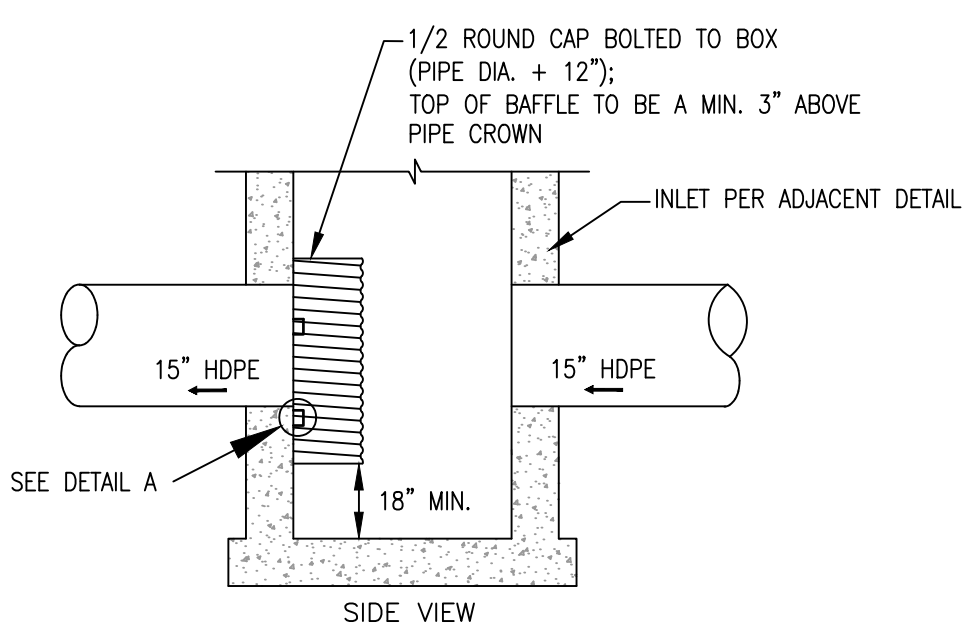
NOTE: REFER TO PAVEMENT SECTIONS FOR MATERIAL THICKNESS

PAVEMENT MATCHING DETAIL
N.T.S.



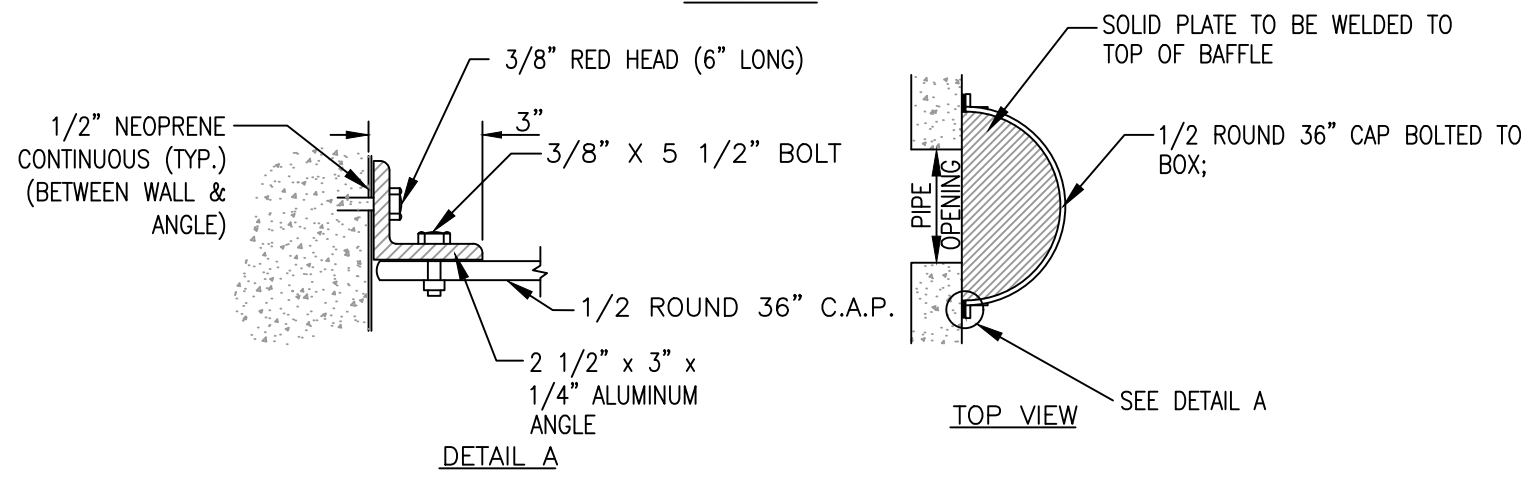
NOTES: COMPACT TRENCH BACKFILL AND SOIL WITHIN MIN. 5' OF TRENCH TO MIN. 98% OF MAX. DRY DENSITY PER ASTM D-1557.

ON-SITE EXFILTRATION TRENCH DETAIL
N.T.S.



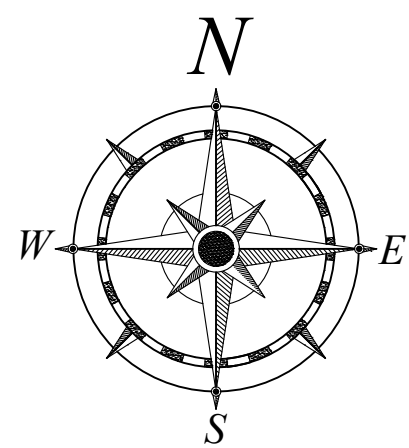
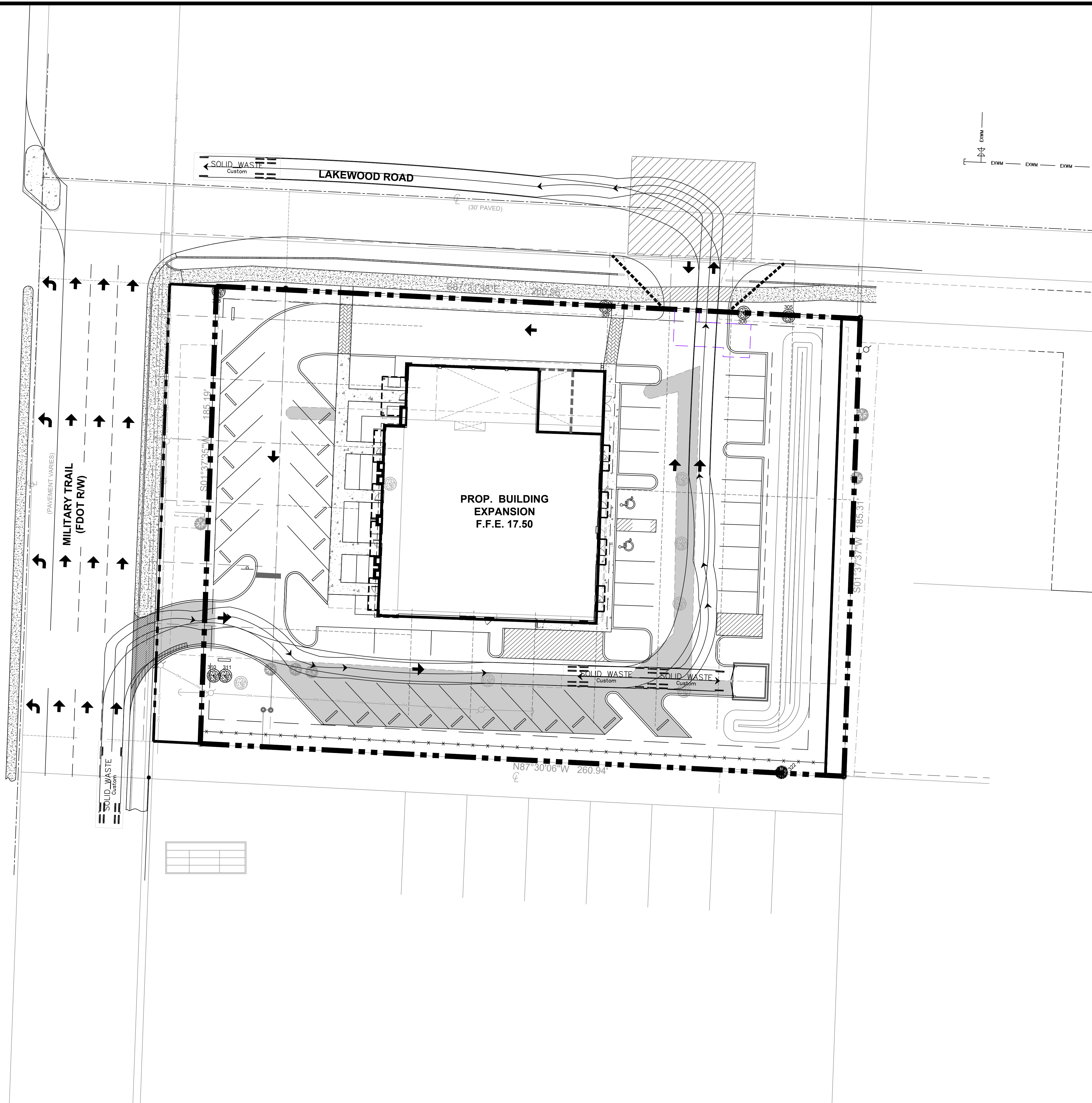
NOTE: EACH END OF EXFILTRATION TRENCH TO BE VENTED TO NEAREST INLET.

EXFILTRATION TRENCH
VENTING DETAIL
NTS

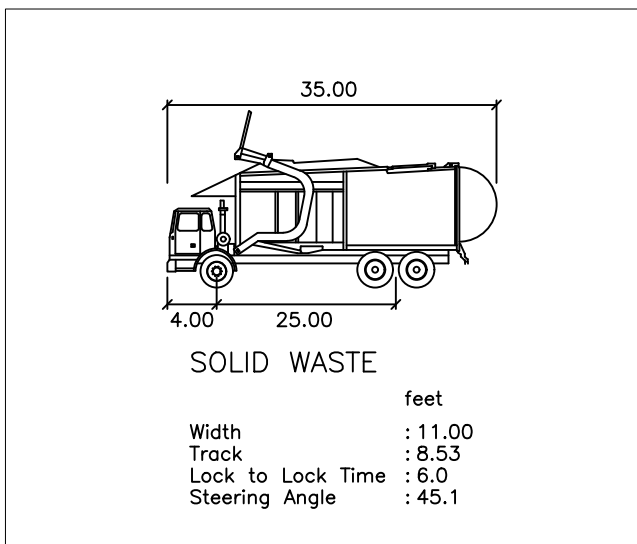


NOTE: BAFFLE TO BE USED ON ALL PIPE INVERTS CONNECTING TO EXFILTRATION TRENCH.

POLLUTION RETARDANT BAFFLE (PRB) DETAIL
N.T.S.



0 10 20 40
SCALE: 1" = 20'



DESIGN VEHICLE DIMENSIONS
(ALL DIMENSIONS SHOWN IN FEET)
N.T.S.



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& Associates, P.A.**
Civil Engineers

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West Palm Beach, FL 33401
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F: 561.689.8080
www.mcleodmccarthy.com



FIELD: DRAWN: P. Saffold
DESIGNED: TNM
APPROVED: TNM
PROJECT #19-055
TODD N. McLEOD, P.E., LICENSE NO. 10000, STATE OF FLORIDA
THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY THE ENGINEER USING A
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID AND THE SHA-1
AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

NO.	DATE	REVISIONS

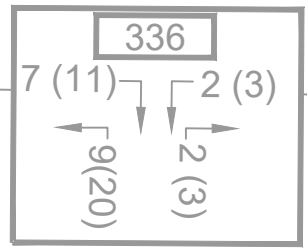
AUTOTURN EXHIBIT
LAKEWOOD PLAZA
3772 S. MILITARY TRAIL
PALM SPRINGS, FLORIDA

SCALE: AS SHOWN
DATE: 2/25/2020

SHEET
EX1
OF 3



FLU: COM
Zoning: CG
Use: Financial Institution
(Bank Of America)



FLU: CM (City Of Greenacres)
Zoning: CI (City Of Greenacres)
Use: Retail

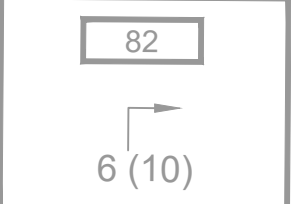
ROW Additional Landscape Area

S01°37'35"W 185.16'

S87°31'38"E 260.96'

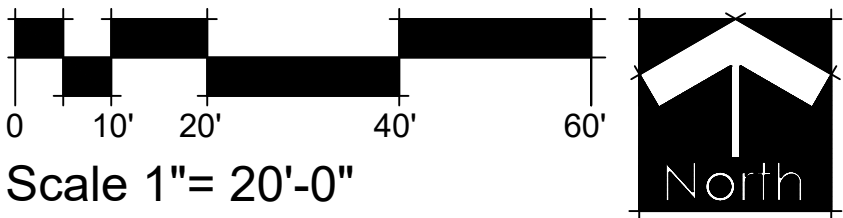
S01°37'37"W 185.31'

FLU: COM
Zoning: CG
Use: Condominium



N87°30'06"W 260.94'

FLU: COM
Zoning: CG
Use: Utilities
(Bellsouth Telecommunications Inc.)



SCHMIDT
NICHOLS

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Lakewood Plaza

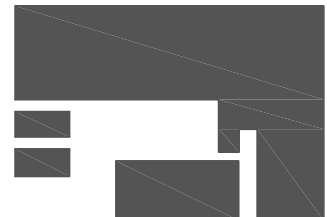
Palm Springs, Florida

Date:	04/23/20
Scale:	1" = 20'-0"
Design By:	JN
Drawn By:	AH
Checked By:	JN
File No.	929.03
Job No.	19-54

REVISIONS / SUBMISSIONS

10/06/22	Resubmittal
01/27/23	Resubmittal
03/31/23	Resubmittal
05/19/23	Resubmittal

ROW
LANDSCAPE
EXHIBIT



BORRERO
ARCHITECTURE
tel: 561-271-01-64
www.borreroarch.com
State of Florida Registered
Architect
AA26002653

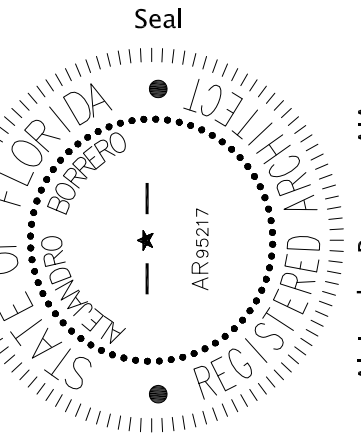
Email: alejandro@borreroarch.com
Copyright Borrero Architecture, Inc. - 2023

PROJECT:
LAKEWOOD PLAZA

3772 S. MILITARY TRAIL,
Lake Worth, FL 33463

Client:
Catalyu Group
3797 S Military Trail
Lake Worth FL 33463

Seal



Alejandro Borrero, AIA

THE DRAWINGS AND ALL THE IDEAS, ARRANGEMENTS, DESIGNS AND PLANS INDICATED THEREON OR REPRESENTED THEREBY ARE OWNED BY AND REMAIN THE PROPERTY OF BORRERO ARCHITECTURE, INC. AND NO PART THEREOF SHALL BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT WITH THE SPECIFIC WRITTEN PERMISSION OF BORRERO ARCHITECTURE, INC.

REVISIONS

Drawing Title

Scale see plans
Project No. 22036
Date 01-03-23

Drafted by: AB
Checked by: AB

Sheet No.

A2.0

- INDEX
- A2.0

FLOOR PLAN AND GEN LIFE SAFETY INFORMATION.
- A2.1

ROOF PLAN
- A3.0

EXTERIOR ELEVATIONS
- A3.1

EXTERIOR ELEVATIONS

PROJECT INFORMATION

PROJECT LOCATION
3772 S MILITARY TRAIL
LAKE WORTH, FL 33463

SCOPE OF WORK
- RENOVATION AND ADDITION TO EXISTING BUILDING, CONVERSION INTO NEW SHOPPING CENTER

BUILDING AREA
PROPOSED BUILDING SQUARE FOOTAGE UNDER A/C
EXISTING BUILDING = 6,183 SF
EXISTING OPEN PORCH ENCLOSED = 1,033 SF
NEW ADDITION = 959 SF

TOTAL= 8,175 SF (1 STORY)

CODE INFORMATION

APPLICABLE CODES AND REGULATIONS

1. FLORIDA BUILDING CODE 2020
2. FLORIDA FIRE PREVENTION CODE 2020
3. FLORIDA ACCESSIBILITY CODE 2020

CONSTRUCTION TYPE
TYPE VB UN-SPRINKLERED (PROPOSED)

OCCUPANCY: B - BUSINESS

LIFE SAFETY

EXIT CONFIGURATION (FBC 1007)
SECTION 1007.1.1

TRAVEL DISTANCE TO EXIT (FBC 1017.2)
ALLOWED = 200 FT ; 65 FT

COMMON PATH OF TRAVEL (1006.2.1)
ALLOWED = 75 FT ; PROVIDED= 65 FT

MAX. DEAD END (FBC 1020.4)
ALLOWED = 20 FT ; ACTUAL = N/A

WALL LEGEND



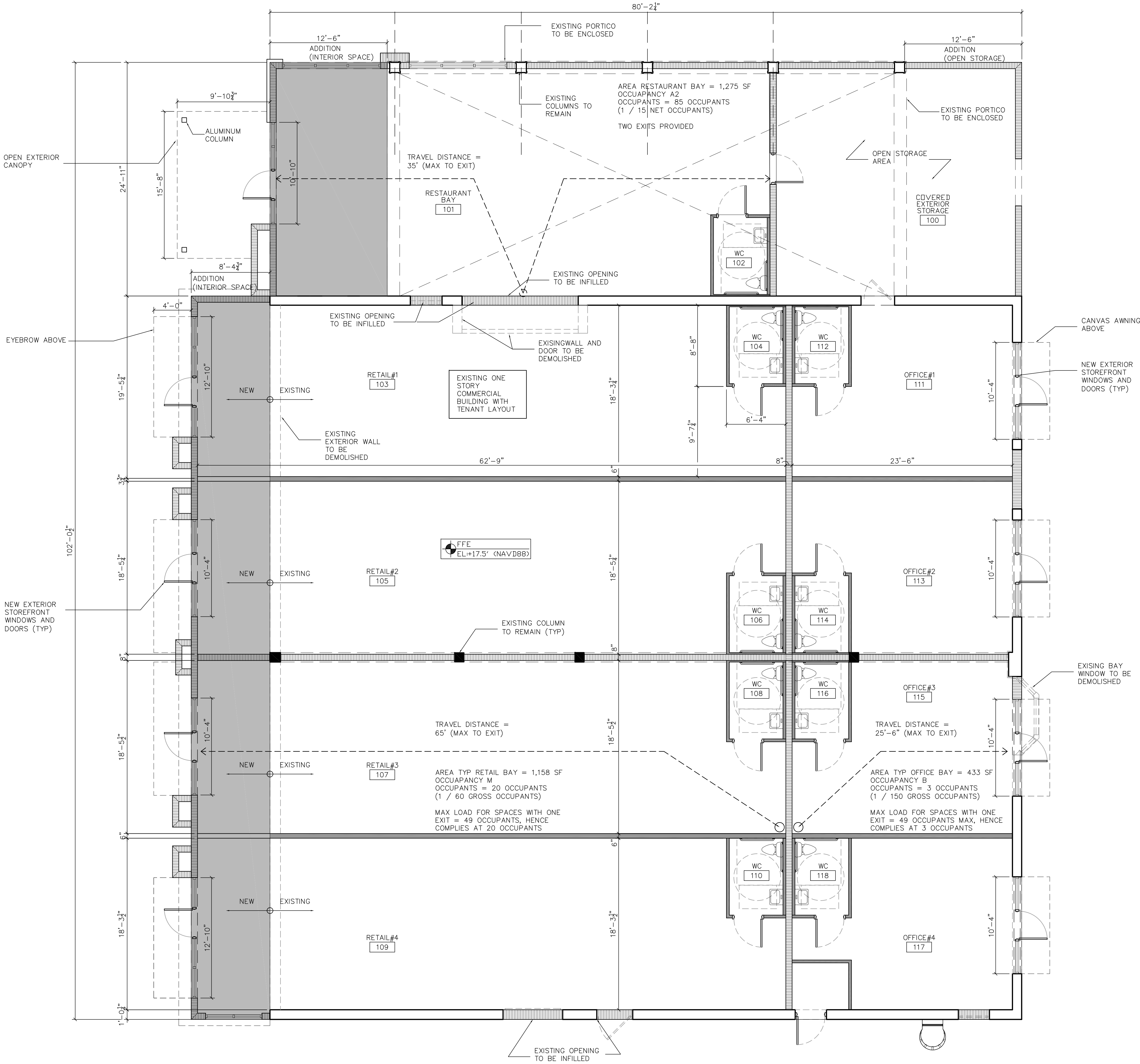
NEW CMU WALL



EXISTING WALL

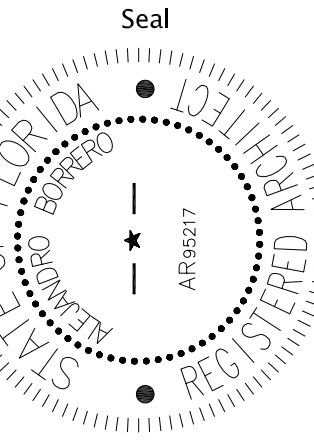


NEW DRYWALL ON METAL STUDS



LAKEWOOD PLAZA
3772 S. MILITARY TRAIL,
Lake Worth, FL 33463

Catayu Group
3797 S Military Trail



DRAWINGS AND ALL THE IDEAS, CONCEPTS, DESIGNS AND PLANS HEREON OR REPRESENTED THEREBY ARE OWNED BY AND REMAIN THE PROPERTY OF BORRERO ARCHITECTURE, INC. NO PART THEREOF SHALL BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT AS SPECIFIC WRITTEN PERMISSION IS GRANTED BY BORRERO ARCHITECTURE, INC.

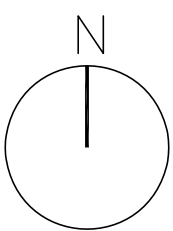
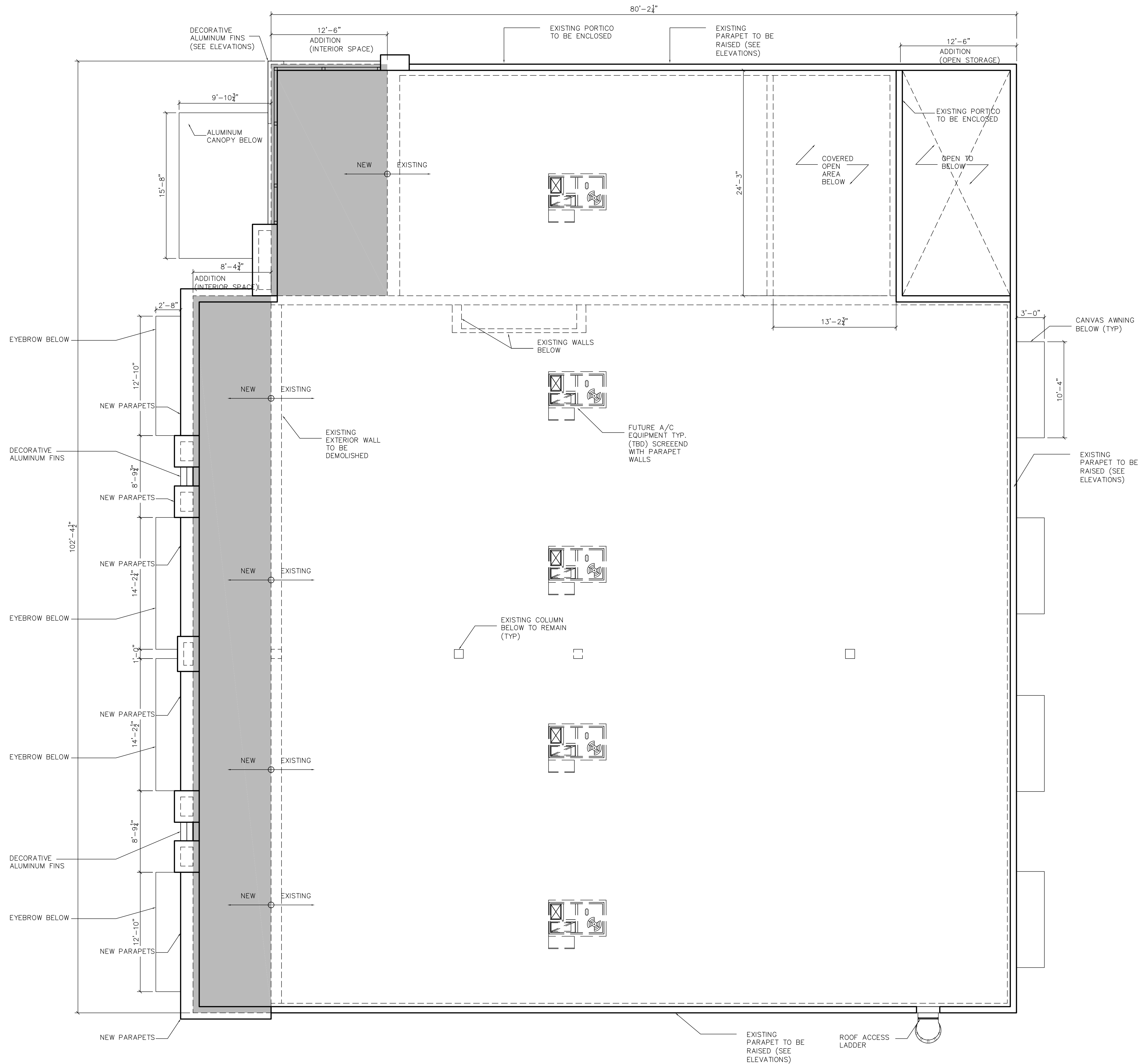
aving Title

see plans
Project No. 22036
01-03-23

ted by:
 cked by:

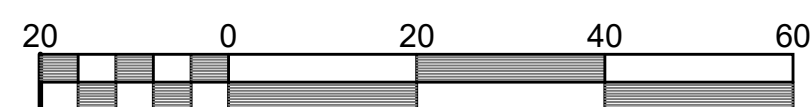
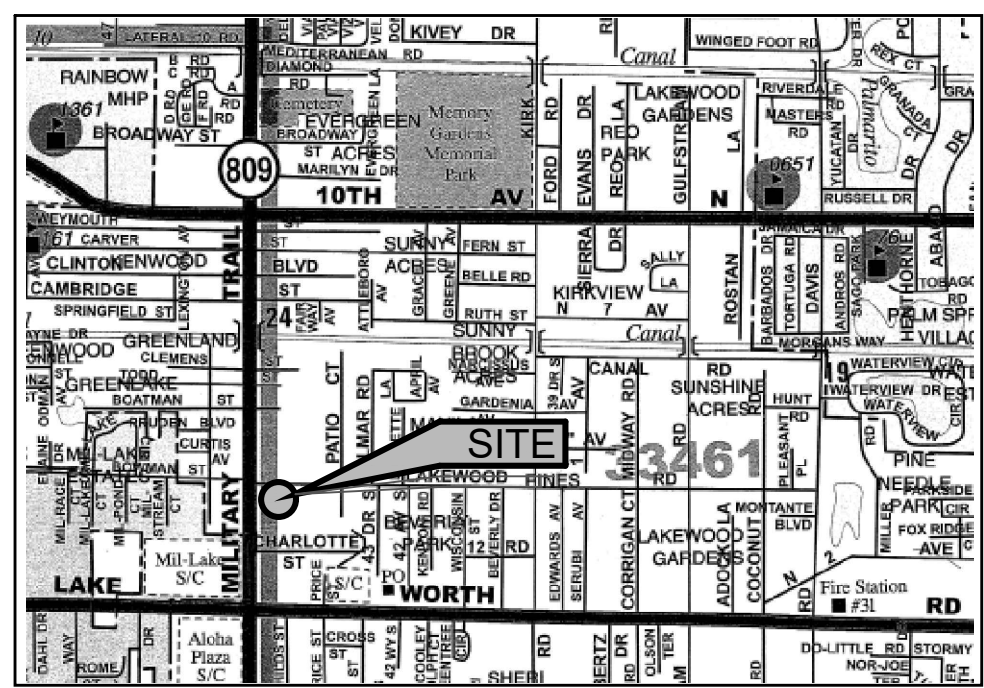
et No.

A2.1



1	ROOF PLAN
---	-----------

A2.1	SCALE: $3/16" = 1'-0"$
------	------------------------



Scale 1" = 20'

- TREE LEGEND:
- = CABBAGE PALM TREE
 - = MAHOGANY TREE
 - = SLASH PINE TREE

SURVEYOR'S NOTES ON TITLE REPORT:

BASE TITLE INFORMATION AND OTHER ENCUMBRANCES:

- Plat of PLAT III, GREENLAND, as recorded in Plat Book 4, Page 5, of the Public Records of Palm Beach County, Florida. **Affects the subject property. All pertinent items are plotted hereon.**
- Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida, as contained in that certain Deed recorded in Deed Book 646, Page 303, of the Public Records of Palm Beach County, Florida. **Information not furnished to this office. Not plotted.**
- Palm Beach County Removal Agreement, recorded in Official Records Book 2346, Page 1494, of the Public Records of Palm Beach County, Florida. **Affects the subject property and is plotted hereon.**
- Standard Developers Agreement, recorded in Official Records Book 6187, Page 530, of the Public Records of Palm Beach County, Florida. **Affects the subject property. Agreement, not plottable.**
- Easement in favor of Florida Power & Light Company, recorded in Official Records Book 9554, Page 1550, of the Public Records of Palm Beach County, Florida. **Affects the subject property and is plotted hereon.**
- Restrictions contained in that certain deed recorded in Official Records Book 17937, Page 1257, of the Public Records of Palm Beach County, Florida. **Affects the subject property, blanket restrictions, not plottable.**

NOTE:

- Deed, recorded in Official Records Book 1011, Page 12, of the Public Records of Palm Beach County, Florida. **Not furnished to this office. Not plotted.**
- Right-of-Way Deed, recorded in Official Records Book 1561, Page 431, of the Public Records of Palm Beach County, Florida. **Affects the subject property and is plotted hereon.**
- Quit Claim Deed, recorded in Official Records Book 2301, Page 1455, of the Public Records of Palm Beach County, Florida. **Affects the subject property and is plotted hereon.**
- Right-of-Way Deed, recorded in Official Records Book 2313, Page 786, of the Public Records of Palm Beach County, Florida. **Affects the subject property and is plotted hereon.**
- Resolution R-75-53, recorded in Official Records Book 2389, Page 56, and in O. R. Book 2396, Page 1706, of the Public Records of Palm Beach County, Florida. **Affects the subject property and is plotted hereon.**

SURVEY NOTES:

- Lands shown hereon reflect all pertinent easements and/or rights of way contained in Property Information Report, by Statewide Land Title, Inc.; SLTI File No.: 22-17139; dated November 1, 2022; See "Surveyor's Notes On Title Report". The legal description shown hereon, does not match the title search description. The 47' r/w in ORB 2313, pg 786 is included in the survey legal description per client's request for future abandonment.
- Elevations shown hereon are based on North Atlantic Vertical Datum of 1988 (NAVD 88).
 - Originating benchmark = Leica Global Positioning System.
 - existing elevation (NAVD 88 typical).
- Area of subject property = 51,855 square feet (1,190 acres).
- No underground improvements located.
- Bearings shown hereon are Grid bearings. The centerline of Military Trail is the basis of bearing having a bearing of N.01°37'35"E.
- This firm's "Certificate of Authorization" number is "LB 6838".

LEGEND:

CALC.	= CALCULATED	(P)	= PLAT	(P.I.)	= POINT OF INTERSECTION	(A.P.)	= ASPHALT PAVEMENT
C.B.S.	= CONCRETE BLOCK STRUCTURE	R	= RADIUS	P.O.C.	= POINT OF COMMENCEMENT	(C.F.)	= CONCRETE FLOTHWORK
CONC. MON.	= CONCRETE MONUMENT	A	= CENTRAL DELTA ANGLE	P.O.B.	= POINT OF BEGINNING	(P.B.F.)	= PAVER BRICK FLATWORK
CONC.	= CONCRETE	A	= ARC LENGTH	R.W.	= RIGHT OF WAY	(W.F.)	= WOOD FENCE
D.E.	= DRAINAGE EASEMENT	C.H.B.	= CHORD BEARING	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	(M.F.)	= METAL FENCE
U.E.	= UTILITY EASEMENT	O.B.	= OFFICIAL RECORD BOOK	P.B.	= PLAT BOOK	(E.)	= EASEMENT
P.F.	= FINISHED FLOOR ELEVATION	P.C.	= POINT OF CURVATURE	(P.T.)	= POINT OF TANGENCY	(O.H.L.)	= OVERHEAD LINES
EL.	= ELEVATION	P.R.C.	= POINT OF REVERSE CURVATURE	(P.C.C.)	= POINT OF COMPOUND CURVATURE	(L.T.)	= LOT LINE
(B.M.)	= BENCHMARK	P.T.	= POINT OF TANGENCY				
(D)	= DEAD						
(M)	= MEASURED						

SCALE: 1" = 20'

DRAWN BY: PICARD

FIELD WK: M.M. / B.M.

DATE: 11/09/2022

MILLER LAND SURVEYING

1121 LAKE AVENUE

LAKE WORTH, FLORIDA 33460

PHONE: (561) 586-2669 - FAX: (561) 582-0151

www.millersurveying.com

e-mail: orders@millersurveying.com

REVISIONS:

12/15/2022 boundary and description
01/26/23 add title search update

CERTIFIED TO: CAT Realty, LLC, a Florida limited liability company; Statewide Land Title, Inc.;
PROPERTY ADDRESS: 3772 S Military Tr., Lake Worth, FL 33463
FLOOD ZONE: X (FIRM 120223 - 12099C0776F 10/05/2017)
PROPERTY CONTROL NUMBER: 70-42-44-24-31-007-0010
DESCRIPTION (SEE SURVEYOR'S NOTE NO. 1):
All of Block 7, LESS the North 20 feet thereof, and LESS the West 3 feet thereof, Plat III Greenland, according to the Plat thereof, as recorded in Plat Book 4, Page 5, of the Public Records of Palm Beach County, Florida.

AND

The North 15 feet of the 30 foot Right-of-Way lying between Blocks 7 and 8, LESS the West 3 feet thereof, Plat III Greenland, according to the Plat thereof, as recorded in Plat Book 4, Page 5, of the Public Records of Palm Beach County, Florida.

Containing 51,855 square feet (1,190 acres).

BOUNDARY SURVEY

This survey is not valid without embossed surveyor's seal and/or an authorized electronic signature and authorized electronic seal.

Registered Land Surveyor, Florida Certificate No.

MICHAEL J. MILLER #4034

CRD. FILE Y221181

REF: B5526

PREV. Y2018

JOB NO'S Y221181

JOB NO. Y221288

L - 2141 - B



January 27, 2020
Revised April 8, 2020

Mr. Quazi Bari, P.E.
Palm Beach County Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, Florida 33411-3745

Re: Tapatia Market Palm Springs - #PTC19-083

Dear Mr. Bari:

The purpose of this letter is to provide a traffic study for the above referenced project to determine if the proposed development meets the requirements of Article 12, Traffic Performance Standards, of the Palm Beach County Unified Land Development Code (ULDC). The proposed project is located on the southeast corner of Lakewood Drive and Military Trail in the Village of Palm Springs, as shown on Attachment 1. The proposed project consists of 7,660 SF of retail use and a 500 SF high turnover restaurant. The existing building onsite has been vacant for more than five years. A Buildout year of 2022 is requested. The PCN for the site is 70-42-44-24-31-007-0010.

Attachment 2 provides the daily, AM and PM peak hour trip generation for the proposed project. Based on the net increase in peak hour trips of 30 PM peak hour trips, the radius of development influence is one-half mile. Attachment 3A provides the project traffic assignment on a map of the area. The maximum percent impact on the study area roadways is 0.23% as shown on Attachment 3B. The project impact is below 1% of the adopted LOS D service volume, representing an insignificant impact to area roadways. Therefore, the proposed project is in compliance with the Palm Beach County Traffic Performance Standards.

Projected driveway volumes have been provided on Attachment 4 for the proposed project. No additional turn lanes are required. If you have any questions, please do not hesitate to contact this office.

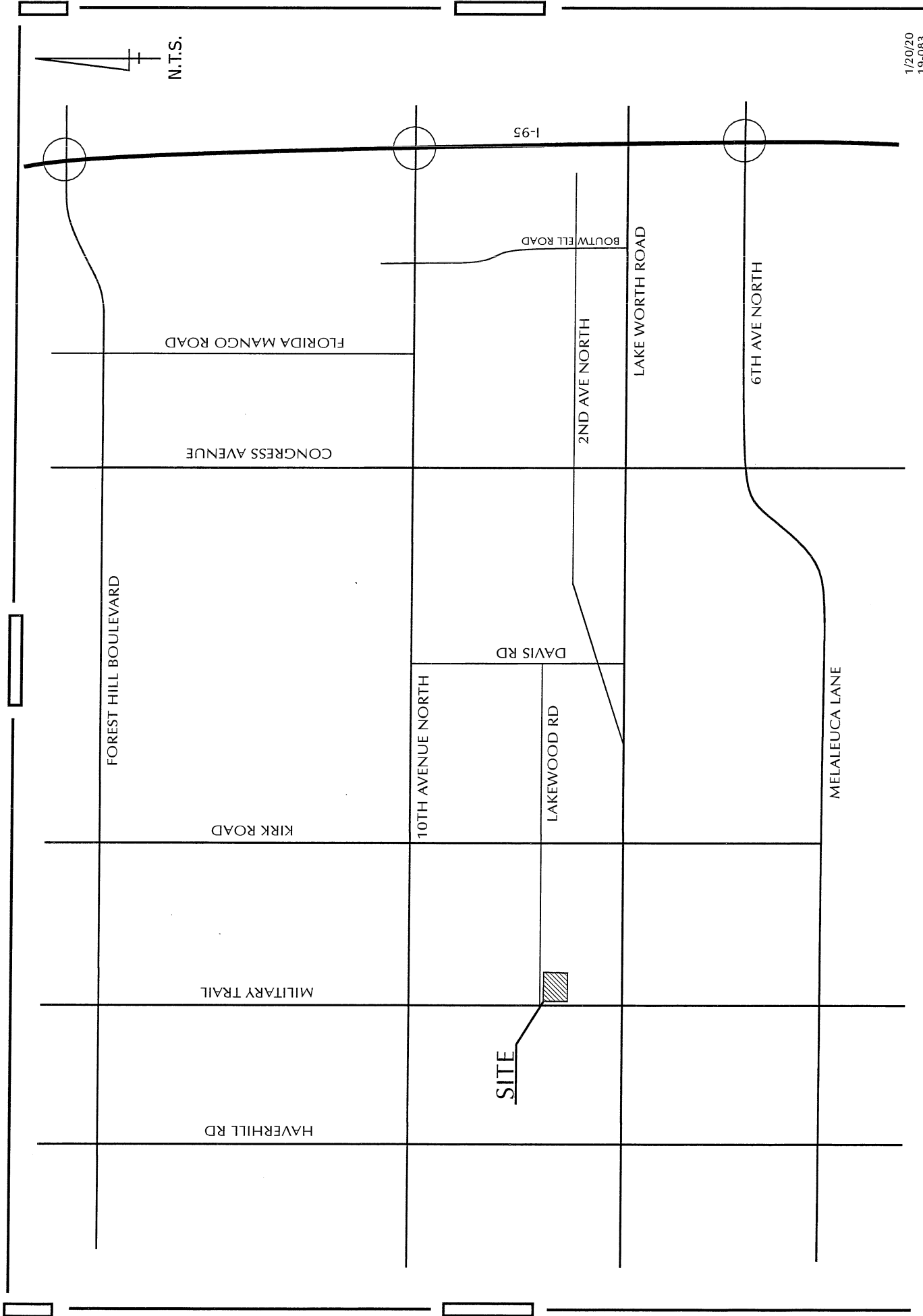
Sincerely,

Linda Riccardi

Linda Riccardi, P.E.
Florida Registration #45359

Attachments

This item has been electronically signed and sealed by Linda Riccardi, P.E. on 4/8/20 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Attachment 2
Tapatia Market Palm Springs
Trip Generation

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips		External Trips	Pass-by Trips (1)		New External Trips
Retail	820	7,660 SF	125.61 /1,000 SF	962	6	0.6%	956	593	62%	363
High Turnover Restaurant	932	500 SF	112.18 /1,000 SF	56	6	10%	50	22	43%	28
TOTALS		8,160 SF		1,018	12		1,006	615		391

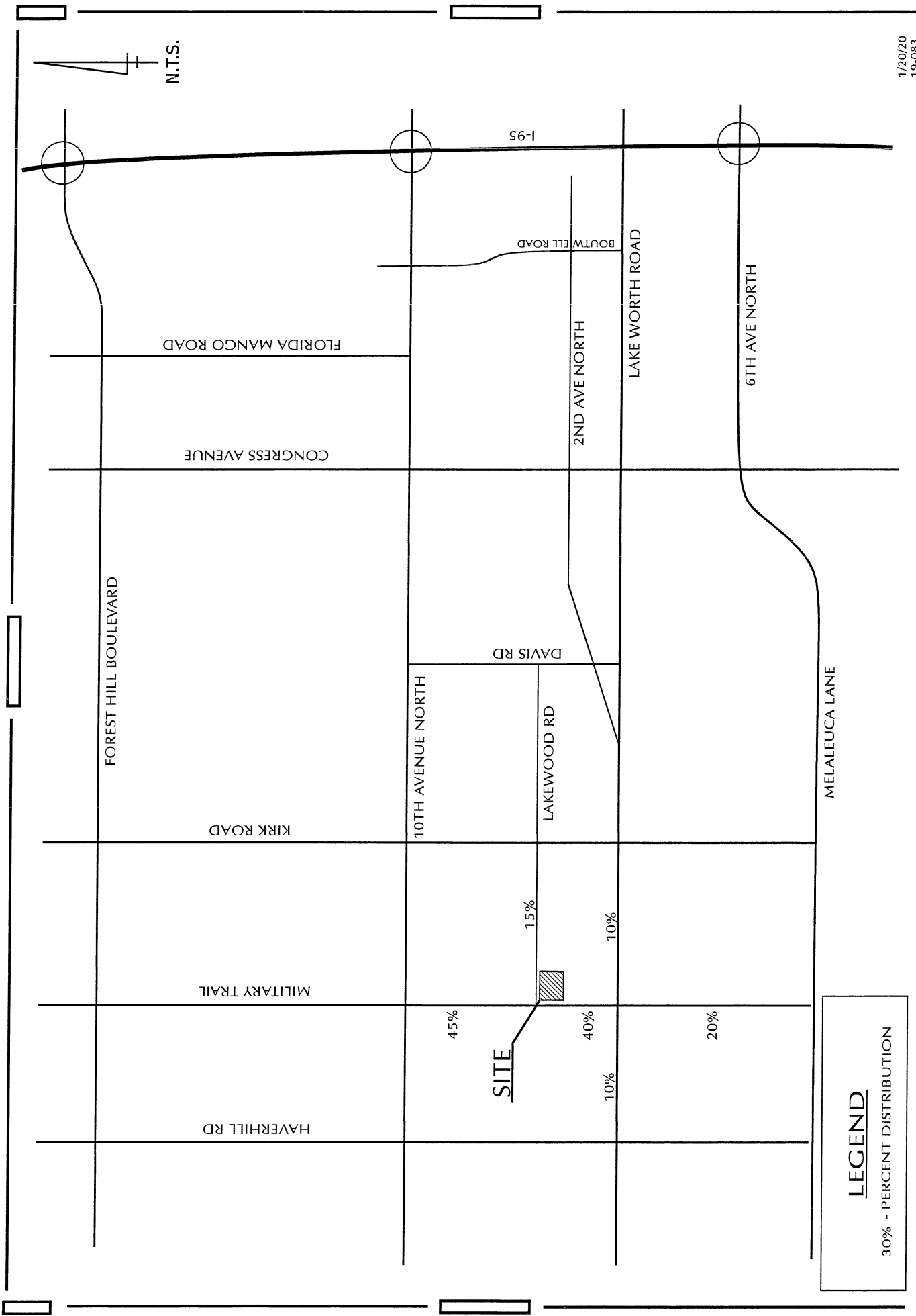
AM

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips			In	Out	Trips			In	Out	Trips
Retail	820	7,660 SF	0.94 /1,000 SF (62/38)	4	3	7	1	10%	4	2	6	4	62%	2	-	2
High Turnover Restaurant	932	500 SF	9.94 /1,000 SF (55/45)	3	2	5	1	10%	2	2	4	2	43%	1	1	2
TOTALS		8,160 SF		7	5	12	2		6	4	10	6		3	1	4

PM

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips			In	Out	Trips			In	Out	Trips
Retail	820	7,660 SF	9.9 /1,000 SF (48/52)	36	40	76	1	1%	37	38	75	47	62%	14	14	28
High Turnover Restaurant	932	500 SF	9.77 /1,000 SF (62/38)	3	2	5	1	10%	2	2	4	2	43%	1	1	2
TOTALS		8,160 SF		39	42	81	2		39	40	79	49		15	15	30

(1) Source: Palm Beach County and ITE, Trip Generation, 10th Edition.



1/20/20
19-083



ATTACHMENT 3A PROJECT TRAFFIC DISTRIBUTION

TAPATIA MARKET PALM SPRINGS

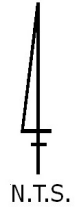
LEGEND

30% - PERCENT DISTRIBUTION

Attachment 3B
Tapatia Market Palm Springs
Project Traffic Assignment

Roadway	Link	Existing Lanes	Road Class	Dir.	AM Peak Hour		Peak Hour Directional Trips	Total Project Impact	LOS D Service Volume	Signif. Impact?
					3	Inbound				
					1	Outbound				
					% Dist					
Military Trail	10th Avenue North to Lakewood Rd	6LD	I	NB	45%		0	0.02%	2940	No
	10th Avenue North to Lakewood Rd	6LD	I	SB	45%		1	0.05%	2940	No
	Lakewood Rd to Lake Worth Road	6LD	I	NB	40%		1	0.04%	2940	No
	Lakewood Rd to Lake Worth Road	6LD	I	SB	40%		0	0.01%	2940	No
Lake Worth Road	Haverhill Rd to Military Trail	6LD	I	EB	10%		0	0.01%	2940	No
	Haverhill Rd to Military Trail	6LD	I	WB	10%		0	0.00%	2940	No
	Military Trail to Kirk Road	6LD	II	EB	10%		0	0.00%	2680	No
	Military Trail to Kirk Road	6LD	II	WB	10%		0	0.01%	2680	No

Roadway	Link	Existing Lanes	Road Class	Dir.	PM Peak Hour		Total Project Impact	LOS D Service Volume	Signif. Impact?	
					15	Inbound				Peak Hour Directional Trips
					15	Outbound				
					% Dist					
Military Trail	10th Avenue North to Lakewood Rd	6LD	I	NB	45%		7	0.23%	2940	No
	10th Avenue North to Lakewood Rd	6LD	I	SB	45%		7	0.23%	2940	No
	Lakewood Rd to Lake Worth Road	6LD	I	NB	40%		6	0.20%	2940	No
	Lakewood Rd to Lake Worth Road	6LD	I	SB	40%		6	0.20%	2940	No
Lake Worth Road	Haverhill Rd to Military Trail	6LD	I	EB	10%		2	0.05%	2940	No
	Haverhill Rd to Military Trail	6LD	I	WB	10%		2	0.05%	2940	No
	Military Trail to Kirk Road	6LD	II	EB	10%		2	0.06%	2680	No
	Military Trail to Kirk Road	6LD	II	WB	10%		2	0.06%	2680	No



MILITARY TRAIL

LAKEWOOD ROAD

SITE

814

192

2 (15)

3 (18)

1 (6)

3 (34)
1 (6)

LEGEND

4 - AM PEAK HOUR
(17) - PM PEAK HOUR
466 - ADT

4/8/20
19-083

TAPATIA MARKET
PALM SPRINGS

ATTACHMENT 4
PROJECT DRIVEWAY VOLUMES

PTC



February 1, 2023

Andrea M. Troutman, P.E.
Pinder Troutman Consulting, Inc.
2005 Vista Parkway, Suite 111
West Palm Beach, Florida 33411

**Department of Engineering
and Public Works**

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



**Palm Beach County
Board of County
Commissioners**

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

**RE: Lakewood Plaza
Project #: 221006
Traffic Performance Standards (TPS) Review – Revised**

Dear Ms. Troutman:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, revised January 23, 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:	SEC of Lakewood Road and Military Trail
PCN:	70-42-44-24-31-007-0010
Access:	One right-in-only access driveway connection onto Military Trail and one full access driveway connection onto Lakewood Road <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:	General Retail = 4,898 SF General Office = 1,877 SF High Turnover Sit-Down Rest. = 1,400 SF
New Daily Trips:	196
New Peak Hour Trips:	14 (8/6) AM; 22 (12/10) PM
Build-out:	December 31, 2026

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 an FDOT conceptual driveway pre-approval letter must be provided for the access connection onto Military Trail for the proposed land uses.

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.

"An Equal Opportunity
Affirmative Action Employer"



Andrea M. Troutman, P.E.
February 1, 2023
Page 2

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

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

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

Sincerely,

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

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:qg
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

April 17, 2023

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

From: Tara Bamber, PE 

**Re: Lakewood Plaza at 3772 Military Tr
Site Plan Approval Letter
Engenuity Group Project No. 6001.137**

We reviewed the following which we received through WeTransfer on 3-31-23:

1. Civil Plans, 3 sheets (C1.1, C2.1, EX1), revised 03-29-23, by McLeod, McCarthy & Associates, P.A.
2. Site Plan, 1 sheet (PSP-1), revised 03-31-23, by Schmidt Nichols
3. Landscape Plans, 4 sheets (LI-1 to LP1-LP3), revised 03-31-2023, by Schmidt Nichols
4. FDOT Approval Letter, 1 sheet, dated 12-22-2022, by FDOT
5. FDOT Surplus Letter, 1 sheet, dated 02-21-2023, by FDOT
6. FDOT Surplus Area Sketch, 3 sheets, revised 03-27-2023, by Miller Land Surveying
7. Drainage Calculations, 9 sheets, revised 03-29-2023, by McLeod, McCarthy & Associates, P.A.
8. Justification Statement, 11 sheets, revised 03-31-2023, by Schmidt Nichols
9. Response to Comments Letter, 2 sheets, dated 03-31-23, by Schmidt Nichols
10. Boundary Survey, 1 sheet, revised 03-14-23, by Miller Land Surveying.
11. VPS Unified Development Application, 12 sheets, dated 10-17-2022

We recommend Site Plan approval with the following conditions:

1. Provide updated Village details and specifications (CAD files are available) for the water and sewer work.
2. Provide permits from applicable agencies including, but not limited to, PBC Fire Rescue, FDOT, etc.
3. Additional comments may be asked at time of Civil/Utility permit review.

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

Cc: Lisa Tropepe, PE
Chris Melendez
Ed Horton

RE: 3772 S Military Trail - Lakewood Plaza - 4th Submittal

MI

Margie Illsley <millsley@lwdd.net>

To:

- Christian Melendez Berrios
Mon 4/17/2023 8:46 AM

Good Morning,

This project is located on the South Side of Lake Worth Drainage District's (LWDD) L-11 Canal is not Adjacent. COMMENT

LWDD has no objection to the certification of this project. COMMENT

Thank you,

Margie Illsley



Margie Illsley | Right-of-Way Specialist

Lake Worth Drainage District | 13081 S. Military Trail | Delray Beach, FL 33484

Main Number– 561.498.5363 | Toll Free 1.844.306.5933 | Fax – 561.495.9694

www.lwdd.net |



Please consider the environment before printing this email.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
December 22, 2022

JARED W. PERDUE, P.E.
SECRETARY

THIS PRE-APPLICATION LETTER IS VALID UNTIL – December 22, 2023
THIS LETTER IS NOT A PERMIT APPROVAL

Josh Nichols, LEED AP
Schmidt Nichols
1551 N Flagler Drive, Suite 102
WPB, FL 33401

Dear Josh Nichols, LEED AP:

RE: Pre-application Review for **Category C**, Pre-application Meeting Date: **December 22, 2022**
Palm Beach County - Village of Palm Springs; SR 809; Sec. # 93070000; MP: 20.60; Access Class - 5;
Posted Speed - 40; SIS - No; FDOT Ref. Project:

Request: In-only driveway on the east side of SR 809 approximately 35 feet north of the south property line.

SITE SPECIFIC INFORMATION

Project Name & Address: **Lakewood Plaza – 3772 S Military Trail, Lake Worth, FL 33463**
Property Owner: **CAT Realty LLC**; Parcel Size: **1.19 Acres**
Development Size: **4,759 SF Retail, 1,400 SF Restaurant (15 Seats), 1,877 SF Office**

REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.
- If a gate is installed a minimum driveway length of 100 feet is required.
- The proposed in-only driveway shall be channelized and have a maximum width of 18 feet (16 feet with pavement markings).
- All site plan features such as parking spaces and drive isles shall be located outside of FDOT right-of-way.
- The existing directional median opening island at SR 809 and South of Lakewood Road shall be modified to discourage illegal westbound to southbound left turn movements from South of Lakewood Road.

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Patricia Moore

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-12-22\4. 93070000 MP 20.6 SR 809_Lakewood Plaza\93070 MP 20.6 SR 809_Lakewood Plaza.docx

www.dot.state.fl.us

Lakewood Plaza - 3772 S Military Trail

WR

Wesley Jolin R. <WJolin@pbcgov.org>

To:

- Christian Melendez Berrios;
- Iramis Cabrera

Wed 4/5/2023 1:02 PM

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

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

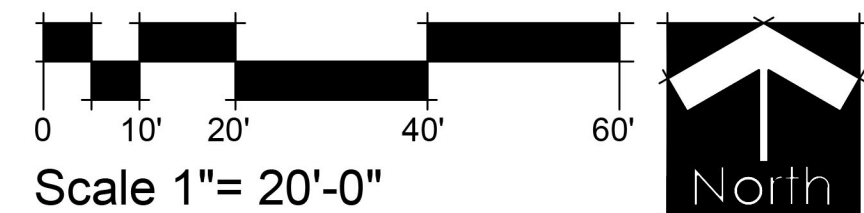
561.233.2695

2300 North Jog Road: Suite 1E-40

West Palm Beach FL 33411

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Lakewood Plaza

Palm Springs, Florida

Date: 04/23/20
Scale: 1" = 20'-0"
Design By: JN
Drawn By: AH
Checked By: JN
File No. 929.03
Job No. 19-54

REVISIONS / SUBMISSIONS

10/06/22	Resubmittal
01/27/23	Resubmittal
03/31/23	Resubmittal
05/19/23	Resubmittal

Graphic Site Plan

DRAWINGS AND ALL THE IDEAS, ARRANGEMENTS, DESIGNS AND PLANS CREATED THEREON OR REPRESENTED THEREBY ARE OWNED BY AND REMAIN THE PROPERTY OF BORRERO ARCHITECTURE, INC. NO PART THEREOF SHALL BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT BY THE SPECIFIC WRITTEN PERMISSION OF BORRERO ARCHITECTURE, INC.

Following Title

le see plans
ject No. 22036
e 01-03-23

fted by: AB
cked by: AB

et No.

A3.1

MATERIALS		COLORS	GENERAL NOTES
001 5/8" SMOOTH STUCCO FINISH ON CMU	008 PRE-ENGINEERED ALUMINUM CANOPY	A FIELD: BM "SUPER WHITE" FLAT FINISH	1. ELEVATION TARGET SYMBOLS ARE TO TOP OF SLAB, AND OTHER ELEMENTS AS INDICATED.
002 1/8" STUCCO REVEALS @ 6" C.C	009 CONCRETE EYEBROW W 1/8" STUCCO AND PAINT	B FIELD: BM "KENDALL CHARCOAL" HC-166 FLAT FINISH	2. REFER TO STRUCTURAL DRAWINGS FOR INFORMATION RELATED TO FOUNDATION, BUILDING STRUCTURE, AND LAYOUT OF SUCH.
003 DASH LINE DENOTES SIGN AREA (BY OTHERS)	010 CANVAS AWNING. COLOR: CHARCOAL GRAY	C FIELD: BM "STEEL WOOL" 2120 FLAT FINISH	3. REFER TO GRAPHIC SYMBOLS LEGEND FOR TYPICAL AND CONVENTIONAL MATERIAL DELINEATION. THESE MATERIALS MAY NOT BE NOTED.
004 ALUMINUM STORE FRONT. CLEAR GLASS WITH LOW "E" COATING FRAME COLOR: Bronze	011 NEW 18"x6" EMERGENCY OVERFLOW SCUPPER		4. EXCEPT FOR SPECIAL CONDITIONS THAT VARY FROM THE TYPICAL, REFER TO THE PROJECT SPECIFICATIONS FOR INFORMATION RELATED TO MATERIAL ATTACHMENTS, ANCHORAGE, REFERENCE STANDARDS, AND OTHER RELEVANT INSTALLATION INFORMATION.
005 IMPACT RESISTANT METAL DOOR PAINTED COLOR "D"	012 ROOF ACCESS LADDER		5. REFER TO THE EXTERIOR ELEVATIONS AND FLOOR PLANS FOR LOUVER, DOOR, AND WINDOW SYMBOLS, AND THE REFERENCED MATERIAL INFORMATION.
006 PRE-ENGINEERED ALUMINUM CANOPY (BY OTHERS)	013 STUCCO CONTROL JOINT		6. REFER TO PARTITION TYPE SCHEDULE FOR INTERIOR PARTITION CONSTRUCTION AND RELATED NOTES.
007 DECORATIVE ALUMINUM GRILLE	014 SIMULATED WOOD COMPOSITE. RESYSTA OR SIMILAR		
NOTE: REMOVE ALL EXISTING BRICK VENEER PRIOR TO APPLYING STUCCO. PATCH CRACKS AND PRIME		ALL COLOR SELECTIONS BASED ON BENJAMIN MOORE. REFER TO COLOR ELEVATIONS. PROVIDE 3"X3" COLOR SWATCHES ON WALL FOR ARCHITECT AND OWNER REVIEW PRIOR TO FINAL PAINT	

The elevation drawing shows a building facade with various materials and colors. The drawing includes a section line labeled 'EXISTING RENOVATION' and 'ADDITION (ENCLOSED PORCH)'. The facade features a series of windows and doors, with a central section labeled 'H.V.A.C. UNIT BEYOND (FULLY SCREENED BY PARAPET)'. The drawing includes callouts for materials (001-007) and colors (A, B, C). The drawing also includes a note about removing existing brick veneer and applying stucco. The drawing is set against a light blue background.

2 EAST ELEVATION
A3.1 SCALE: 3/16" = 1'-0"

T.O. PROPOSED PARAPET
EL.+20'-7"

T.O. EXISTING PARAPET
EL.+13'-7"

T.O. STOREFRONT
EL.+9'-0"

001

002

003

004

005

006

007

008

009

010

011

012

013 (TYP)

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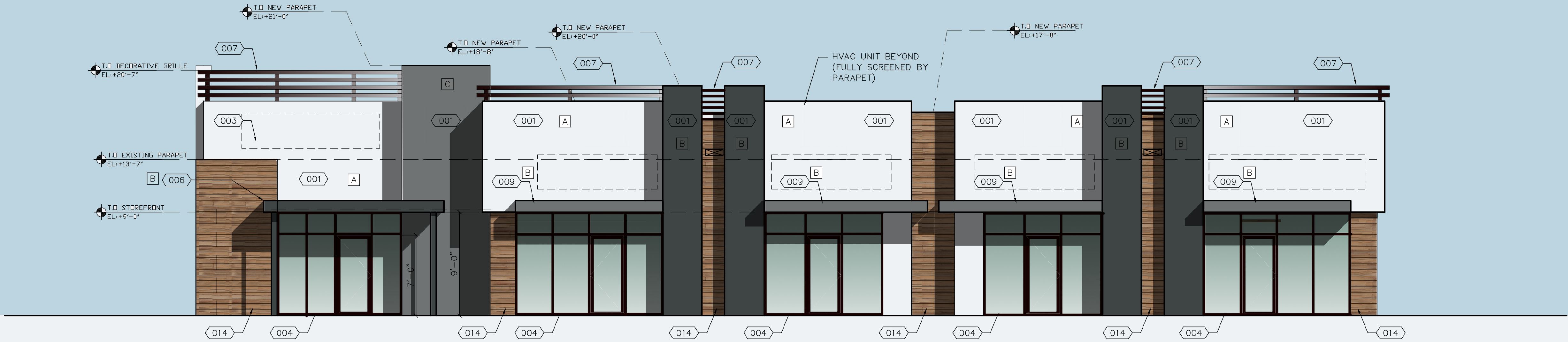
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EXISTING RENOVATION

ADDITION

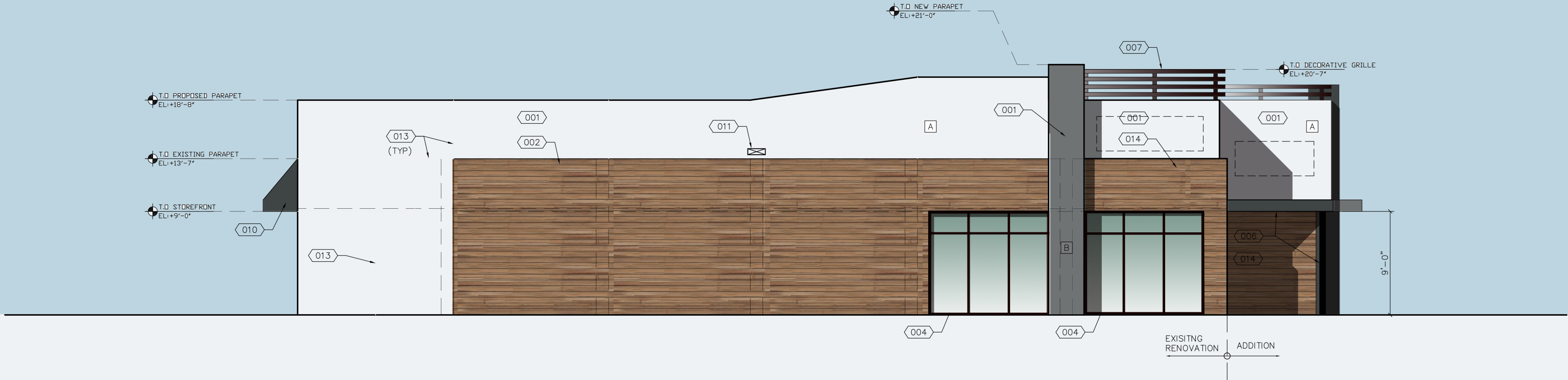
1 SOUTH ELEVATION
A3.1 SCALE: 3/16" = 1'-0"

MATERIALS	COLORS	GENERAL NOTES
001 5/8" SMOOTH STUCCO FINISH ON CMU 002 3/8" STUCCO REVEALS @ 6" C.C 003 DASH LINE DENOTES SIGN AREA (BY OTHERS) 004 ALUMINUM STORE FRONT. CLEAR GLASS WITH LOW "E" COATING FRAME COLOR: BRONZE 005 IMPACT RESISTANT METAL DOOR PAINTED COLOR "D" 006 PRE-ENGINEERED ALUMINUM CANOPY (BY OTHERS) 007 DECORATIVE ALUMINUM GRILLE. COLOR: BRONZE 008 PRE-ENGINEERED ALUMINUM CANOPY 009 CONCRETE EYEBROW W 3/8" STUCCO AND PAINT 010 CANVAS AWNING. COLOR: CHARCOAL GRAY 011 NEW 18"x6" EMERGENCY OVERFLOW SCUPPER 012 ROOF ACCESS LADDER 013 STUCCO CONTROL JOINT 014 SIMULATED WOOD COMPOSITE. RESYSTA OR SIMILAR	A FIELD: BM "SUPER WHITE" FLAT FINISH B FIELD: BM "KENDALL CHARCOAL" HC-166 FLAT FINISH C FIELD: BM "STEEL WOOL" 2120 FLAT FINISH ALL COLOR SELECTIONS BASED ON BENJAMIN MOORE. REFER TO COLOR ELEVATIONS. PROVIDE 3'X3' COLOR SWATCHES ON WALL FOR ARCHITECT AND OWNER REVIEW PRIOR TO FINAL PAINT	1. ELEVATION TARGET SYMBOLS ARE TO TOP OF SLAB, AND OTHER ELEMENTS AS INDICATED. 2. REFER TO STRUCTURAL DRAWINGS FOR INFORMATION RELATED TO FOUNDATION, BUILDING STRUCTURE, AND LAYOUT OF SUCH. 3. REFER TO GRAPHIC SYMBOLS LEGEND FOR TYPICAL AND CONVENTIONAL MATERIAL DELINEATION. THESE MATERIALS MAY NOT BE NOTED. 4. EXCEPT FOR SPECIAL CONDITIONS THAT VARY FROM THE TYPICAL, REFER TO THE PROJECT SPECIFICATIONS FOR INFORMATION RELATED TO MATERIAL ATTACHMENTS, ANCHORAGE, REFERENCE STANDARDS, AND OTHER RELEVANT INSTALLATION INFORMATION. 5. REFER TO THE EXTERIOR ELEVATIONS AND FLOOR PLANS FOR LOUVER, DOOR, AND WINDOW SYMBOLS, AND THE REFERENCED MATERIAL INFORMATION. 6. REFER TO PARTITION TYPE SCHEDULE FOR INTERIOR PARTITION CONSTRUCTION AND RELATED NOTES.



2 WEST ELEVATION

A3.0 SCALE: 3/16" = 1'-0"



1 NORTH ELEVATION

A3.0 SCALE: 3/16" = 1'-0"

BORRERO
ARCHITECTURE
tel: 561-271-01-64
www.borreroarch.com
State of Florida Registered
Architect
AA26002653
Email: aljandrob@borreroarch.com
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PROJECT:
LAKEWOOD PLAZA
3772 S. MILITARY TRAIL,
Lake Worth, FL 33463
Client:
Catalyst Group
3797 S Military Trail
Lake Worth FL 33463



THE DRAWINGS AND ALL THE IDEAS, ARRANGEMENTS, DESIGNS AND PLANS INDICATED THEREON OR REPRESENTED THEREBY ARE OWNED BY AND REMAIN THE PROPERTY OF BORRERO ARCHITECTURE, INC. AND NO PART THEREOF SHALL BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT WITH THE SPECIFIC WRITTEN PERMISSION OF BORRERO ARCHITECTURE, INC.

REVISIONS

Drawing Title

Scale see plans
Project No. 22036
Date 01-03-23

Drafted by: AB
Checked by: AB

Sheet No.

A3.0



VILLAGE OF PALM SPRINGS

Lakewood Plaza



Legend

- Parcels
- Village Boundary
- Proposal Parcel

Date: 6/22/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

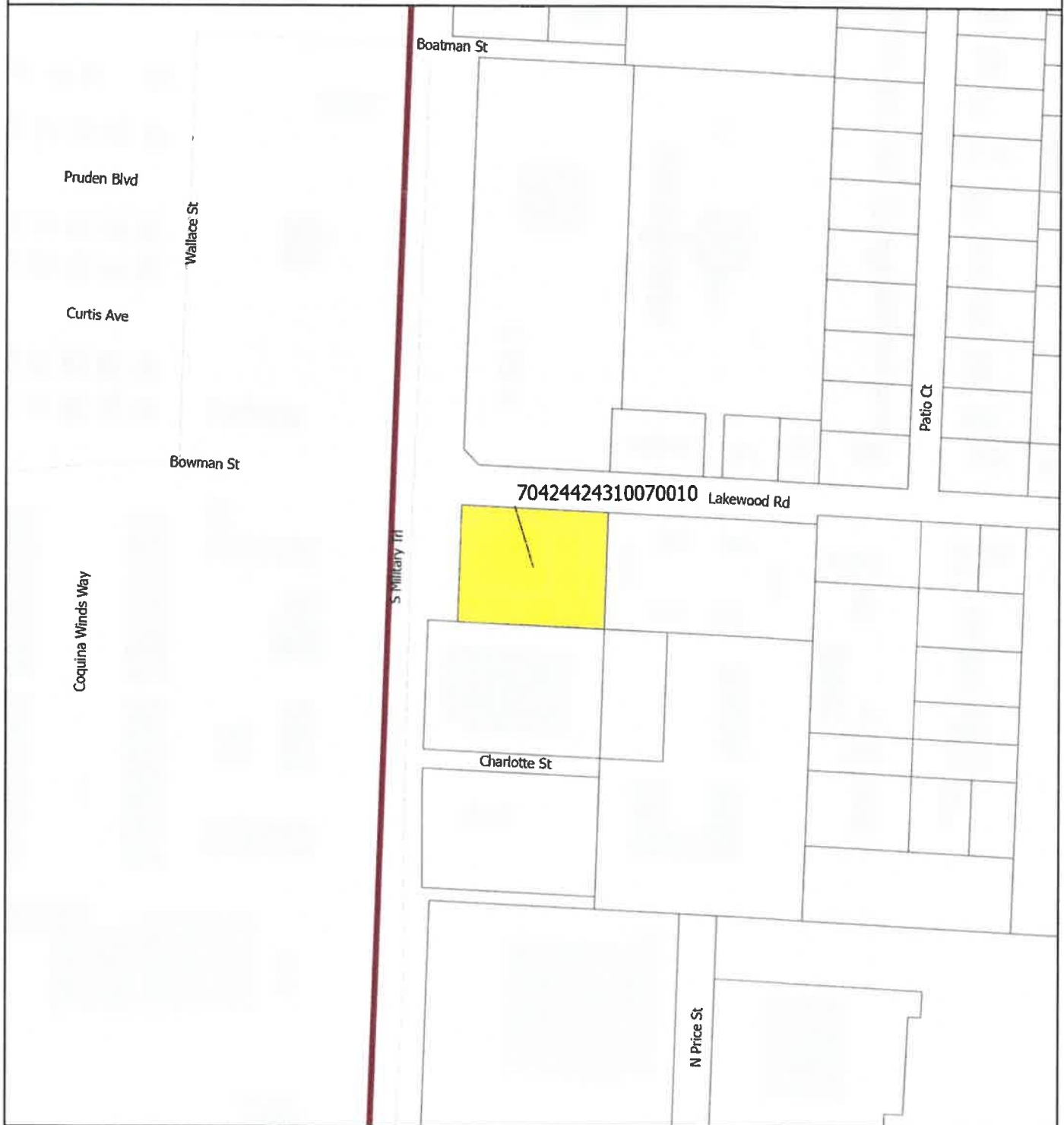
0 250
Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Lakewood Plaza



Legend

-  Parcels
-  Village Boundary
-  Proposal Parcel

Date: 6/22/2023

When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
Feet

 Florida Technical Consultants



Pruden Blvd

Wallace St

Curtis Ave

Bowman St

Boatman St

70424424310070010 Lakewood Rd

S Military Tr

Charlotte St

N Price St

Patio Ct



Village of Palm Springs

Executive Brief

AGENDA DATE: August 17, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #14: Site Development Plan (SPR23-06) – Office and Retail Building – 2833 South Congress Avenue

SUMMARY: Schmidt Nicols, LEED AP, agent for Yuma Hamed, MGR, 2791 S Congress Realty, LLC ("Applicant"), is requesting a Site Development Plan approval (SPR23-06) for the construction of a new 4,382 square-foot office/retail building on the two combined commercial vacant parcels at 2833 South Congress Avenue.

The proposed development plan consists of a 4,382 square foot commercial building with a buildout in the year 2026. Site access to the proposed site is via an ingress-only driveway connection to Congress Avenue and full access driveway connection to Emerson Road. Various uses of retail, restaurants, convenience stores, and professional offices along Congress Avenue bounds the property. Properties to the west are generally residential.

Note: The subject property has a Future Land Use designation of Commercial and is zoned Commercial General (CG). The property is surrounded on two (2) sides by public rights-of-way; Emerson Road to the north and Congress Avenue to the east.

Currently, the 0.66-acre property is undeveloped. Retail/office buildings are allowed in the Commercial General (CG). The proposed building is designed in a contemporary style with varied facades to be generally compatible with the structures along the Congress Avenue corridor. The elevations are broken into several stepped planes incorporating differences in height, materials, and parapet configurations. The site represents an ideal location for the development of the proposed commercial building, as the proposed development is compatible and consistent with the area's existing character. The proposed development has been appropriately placed on the subject site to accommodate the development regulations of the current commercial uses within the surrounding area. The proposed use provides a transition between the commercial uses along Congress Avenue and the residences along the west side, creating compatibility and cohesion with the surrounding area.

As part of the proposed Site Development Plan, the applicant requested two (2) variances which the Planning and Zoning Board approved during their July 11, 2023 meeting:

1. **(PSV23-11)** - Request to allow a 10' wide landscaped buffer along the eastern boundary adjacent to South Congress Avenue (provides relief from Section 34-162(b)(5) that requires a 15' wide buffer).
2. **(PSV23-12)** - Request to allow a 27' rear setback along the western boundary adjacent to residential properties (provides relief from Section 34-826(9) that requires a 30' setback).

Resolution No. 2023-42 was advertised in the Lake Worth Herald on June 29, 2023. The Planning and

Zoning Board considered this application during their July 11, 2023, meeting and recommended approval.

The Planning, Zoning & Building staff are open to the proposed Site Development Plan and recommend conditional approval to facilitate the development project for the property.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation. Additionally, the new construction may have a positive effect on neighboring properties.

ATTACHMENTS:

1. Resolution No. 2023-42 Site Plan Development SPR23-06 2833 South Congress Avenue
2. "Exhibit A" - Staff Report - Congress Plaza
3. Justification Statement
4. Site Plan-Landscape Plans-Preliminary Civil Plans and Letters
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-42

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY SCHMIDT NICOLS, LEED AP, AGENT FOR THE APPLICANT, YUMA HAMED, MGR, 2791 SOUTH CONGRESS REALTY, LLC, ("APPLICANT"), FOR THE CONSTRUCTION OF A NEW, 4,382 SQUARE FEET OF OFFICE/ RETAIL BUILDING ON TWO COMBINED COMMERCIAL VACANT PARCELS AT 2833 SOUTH CONGRESS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Schmidt Nicols, LEED AP, agent for Yuma Hamed, MGR, 2791 South Congress Realty, LLC ("Applicant"), is requesting a Site Development Plan approval (SPR23-06) for the construction of a new 4,382 square-foot office/retail building on the two combined commercial vacant parcels at 2833 South Congress Avenue.; and

WHEREAS, The proposed development plan consists of a 4,382 square feet commercial building with a buildout in the year 2026. Site access to the proposed site is via an ingress-only driveway connection to Congress Avenue and full access driveway connection to Emerson Road. Various uses of retail, restaurants, convenience stores, and professional offices along Congress Avenue that bound the property. Properties to the west are generally residential; and

WHEREAS Currently, the 0.66-acre property is undeveloped. Retail/office buildings are allowed in the Commercial General (CG). The proposed building is designed in a contemporary style with varied facades to be generally compatible with the structures along the Congress Avenue corridor. The elevations are broken into several step planes incorporating differences in height, materials, and parapet configurations. The site represents an ideal location for developing the proposed commercial building, as the proposed development is compatible and consistent with the area's existing character. The proposed development has been appropriately placed on the subject site to accommodate the development regulations of the current commercial uses within the surrounding area. The proposed use provides a transition between the commercial uses along Congress Avenue and the residences along the west side, creating compatibility and cohesion with the surrounding area

WHEREAS, the Applicant requested two (2) variances which were approved by the Planning and Zoning Board on July 11, 2023:

1. **(PSV23-11)** - Request to allow a 10' wide landscaped buffer along the eastern boundary adjacent to South Congress Avenue (provides relief from Section 34-162(b)(5) that requires a 15' wide buffer).

2. **(PSV23-12)** - Request to allow a 27' rear setback along the western boundary adjacent to residential properties (provides relief from Section 34-826(9) that requires a 30' setback).

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.

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

Section 1. The Village Council has received and considered the request of Mr. Schmidt Nicols, agent for Yuma Hamed, MGR, 2791 S Congress Realty, LLC ("Applicant"), for approval with conditions of Site Development Plan (SPR23-06).

Note: The Planning & Zoning Board considered these requests during their July 11, 2023. meeting in light of the applicable legal criteria outlined in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearings, and the Board recommended approval of the application, finding that good cause for the variance has been shown. They have demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria outlined in Palm Springs Code Sections 34-162 (b)(5) and 34-826 (9).

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

OR

_____ **Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings. It denies the application, finding that good cause for the waivers has NOT been shown. They have NOT been demonstrated to be in harmony with the purpose, objectives, and performance standards of this subdivision based upon the criteria outlined in Palm Springs Code Section outlined in Palm Springs Code Sections 34-162 (b)(5) and 34-826 (9), 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 the 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 MEMBE	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

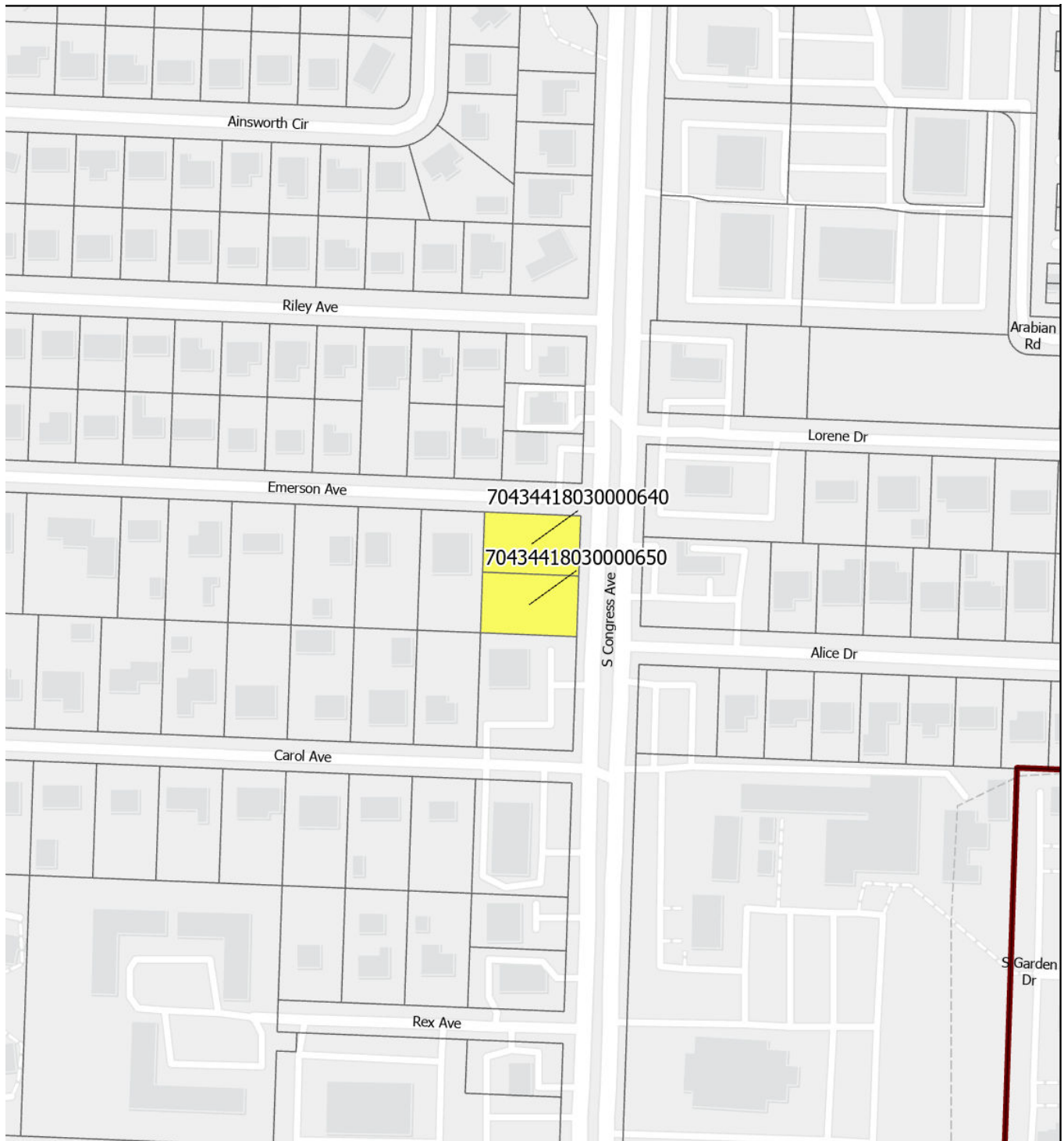
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Development Plan with Variances – Office & Retail Building – 2833 S Congress Ave

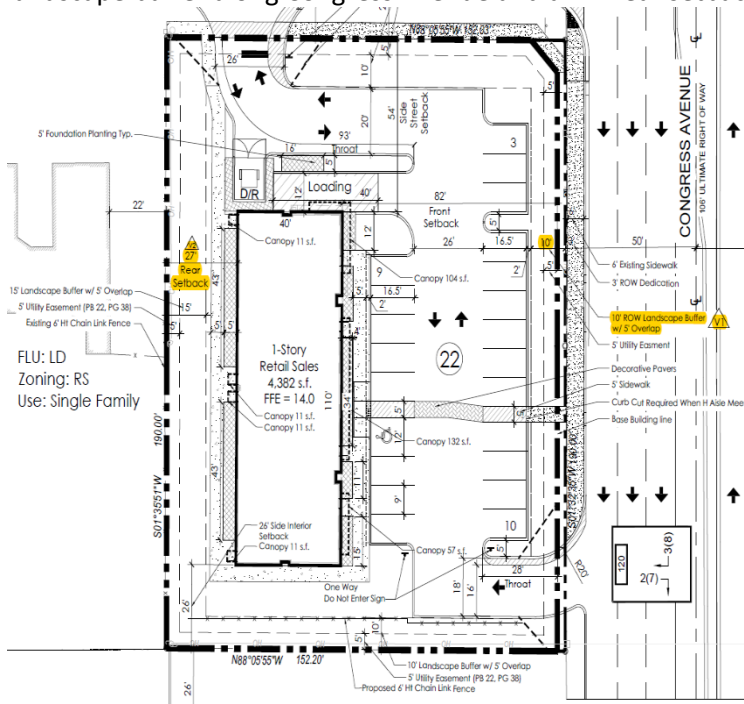
Application Summary			
Applicant / Petitioner	Schmidt Nicols, LEED AP	Submittal Date	03/10/2023
Reference Name	2833 S Congress Ave	Case Number	SPR23-06, PSV23-11, PSV23-12
		Parcel Control No.	70-43-44-18-03-000-0640 & 70-43-44-18-03-000-0650
Location	2833 S Congress Avenue	Site Area	± 0.66 acres
P&Z Board	July 11, 2023	Village Council	August 17, 2023
Requests			
Proposed Use(s)	Site Development Plan to construct a new 4,382 square-foot commercial building for office and retail uses.		
Number of Buildings	One (1) one-story building - 4,382 sf		
Variances approved by P&Z Board on 7/11/2023	PSV23-11 - A Variance relief from Section 34-162(b)(5) to allow a 10' ROW wide landscaped buffer along S Congress Ave instead of the 15' wide buffer required. PSV23-12 - A Variance relief from Section 34-826(9) to allow a 27' rear setback along the western boundary instead of the 30' minimum required adjacent to residential land.		
Parking			
Code	Required	Provided	Meets Requirement
Total Vehicular Parking	One space per 200 sf = 22 spaces	22 spaces	Yes
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front Yard (West)	50'	82'	Yes
Rear Yard (East)	30'	27'	*No (Variance PSV23-12 requested)
Side Yard Corner (North)	25'	54'	Yes
Side Yard (South)	15'	26'	Yes
Site Characteristics			
Existing Use	Vacant Lot	Proposed Use	Office/Retail Sales
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Retail	Commercial	Commercial General (CG)
South	Medical Office	Commercial	Commercial General (CG)
East	Auto Sales	Commercial	Commercial General (CG)
West	Residential Single-Family	Low Density Residential	Residential Single-Family (RS)
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the proposed 4,382 square feet Office/Retail use, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.			



I. Site History

- Ordinance 2004-32: Annexation

The property was annexed into the Village of Palm Springs on August 24, 2000 as a vacant parcel and designated with the Land Development as Commercial General zoning district and Commercial Future Land Use. The property has been vacant since it annexed.



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

Variances 1 & 2: The Applicant has presented the special circumstances and conditions that justify the variance. The conditions by which the variances are created are based on the unique configuration of the subject site, which directly impacts the required lot depth of the parcel, maintaining the required 106' Ultimate ROW width on Congress Avenue, and appropriately placing the proposed building on the site based on FDOT's conceptual driveway approval for an ingress-only driveway connection on Congress Avenue. Because of this, the proposed variances are required.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

Variances 1 & 2: The granting of the variance would not confer upon the Applicant any special privilege denied by the comprehensive plan and this code to other parcels of land, buildings or structures in the same zoning district. The proposed variance would be expected to be granted on similar properties with adjacent properties supporting the same uses.

d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Variances 1 & 2: Literal interpretation and enforcement of the terms and provisions of this code would deprive the Applicant of rights commonly enjoyed by other parcels of land in the same zoning district, and would work an unnecessary and undue hardship. The literal interpretation of the Code would require the proposed commercial development to maintain a 15' right-of-way landscape buffer from Congress Avenue. A 15' right-of-way landscape buffer eliminates the ability to efficiently place the proposed building on the subject site and work within the limitations of the property. The subject site is currently undeveloped fronting on a 6-lane highway. The proposed commercial development would better serve the site and remain consistent with the impact and intensity of the surrounding uses.

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

Variances 1 & 2: The granting of the right-of-way landscape buffer variance reduction and rear setback reduction is the minimum needed to make reasonable use of the property for the proposed commercial development. Based on the unique configuration of the subject site, which directly impacts the required lot depth of the parcel, maintaining the required 106' Ultimate ROW width on Congress Avenue, and appropriately placing the proposed building on the site based on FDOT's conceptual driveway approval for an ingress-only driveway connection on Congress Avenue, the applicant is providing the maximum ROW landscape buffer and rear setback due to the existing site constraints.

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

Variances 1 & 2: Granting of the variances will be consistent with the purposes, goals, objectives, and policies of the comprehensive plan and this code. The variance request is consistent with the harmony and general intent of the Village's Land Development Regulations.

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

Variances 1 & 2: The proposed right-of-way landscape buffer variance reduction and rear setback reduction will not be

injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 5' right-of-way landscape buffer reduction along Congress Avenue and a 3' rear setback reduction. The proposed variances will not be injurious to the surrounding properties as the proposed variance would be expected to be granted on similar properties with adjacent properties supporting the same uses.

Staff supports the applicant's request based on the existing circumstances which are peculiar to the land and do not result from actions of the applicant. Granting the variances requested will not confer on the applicant any privilege that is denied to other lands and will make possible the reasonable use of the land. Granting the variances will be in harmony with the general intent and purpose of the applicant requests and will not be injurious to the area involved or otherwise detrimental to the public welfare.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the west side of S Congress Avenue, on the southwest corner of Emerson Avenue and S Congress Avenue.
- 2) The proposed project is on one of the most important corridors within the Village limits, Congress Avenue. This corridor connects Palm Springs to the northern and southern portions of the County.
- 3) The proposed commercial building is a desirable use within the Commercial General zoning district.
- 4) A mix of different commercial uses exist along S Congress Avenue.
- 5) This project serves as a transition from the Congress Avenue commercial corridor to the residential uses to the west.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) The proposed project plan generally meets required site development regulations.
 - 2) Two variances requested shall be approved by the Planning & Zoning Board prior to the consideration of the Site Plan.
 - 3) The Congress Avenue driveway shall meet FDOT conditions of approval.
 - 4) Permits from all applicable agencies, including but not limited to Lake Worth Drainage District, FDOT, PBC Fire Rescue, and Village of Palm Springs are required prior to construction.
 - 5) Civil/Utility plans shall be approved by the Village's Engineer.

VI. Environmental Issues:

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

VII. Community Outreach/ Notification

- The subject property was posted on June 30, 2023.
- Public Notification letters were mailed to all property owners within a 300 feet radius of subject property on June 30, 2023.
- Legal advertisement was published in the paper on June 29, 2023.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on March 10, 2023, depicts the following:

- An application submitted for a Site Development Plan with 2 variances for the construction of a new 4,977 square-foot dental office building with a laboratory use.
 1. Site Plan received March 10, 2023 revised and resubmitted on June 16, 2023.

2. Landscape plans received March 10, 2023 revised and resubmitted on June 16, 2023.
3. Preliminary Engineering plans received March 10, 2023 revised and resubmitted on June 16, 2023.
4. Architectural plans dated received March 10, 2023 revised and resubmitted on June 16, 2023.
5. Photometric plan received March 10, 2023 revised and resubmitted on June 16, 2023.
6. Boundary survey.
7. Justification Statement and proposed use.
8. Drainage calculations.
9. Color rendering
10. Color site plan

IX. Recommendation

The applicant is proposing a 4,382 square-foot one-story commercial building for a mix of retail and office uses. This new building will accommodate up to 4 tenant spaces with 1,000 square-foot floor area respectively. The applicant is proposing a site plan with two (2) variances to construct the new building on the narrow 0.66-acre site.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed project to be consistent with goal, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed office/retail uses does not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems. The proposed project will improve the aesthetics of the Congress Avenue corridor.

Planning, Zoning & Building Staff recommends conditional approval of the proposed Site Development Plan with two variances subject to the following thirty-two (32) conditions below:

1. Build out date of December 31, 2025.
2. The site plan approval is valid within 24 months of Planning & Zoning Board approval.
3. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Utility Department **at time of permitting.**
4. The commercial business(s) hours of operations shall be in accordance with the Village hour of operations regulations.
5. Overnight parking on the parking lot shall be prohibited.
6. No outdoor storage shall be allowed.
7. Any wall or monument signs shall be in accordance with the Village's Land Development Regulations.
8. A root barrier shall be provided on trees that are within 12' of utility lines.
9. All driveways shall be constructed accordingly with FDOT requirements.
10. Utility easements shall not overlap more than 5' any landscaped buffers.
11. The Civil/Utility plans shall be reviewed and approved by the Village's Engineer and by the Village Utility Department **at time of Civil/Utility Review.**
12. Any existing or proposed utility box/cabinet shall be screened from view. Staff recommends wrapping the cabinet/box with an appropriate design for the existing/proposed location.
13. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
14. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting.**
15. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
16. Irrigation plans shall be provided **at the time of permitting.** Non-potable water shall be used for the irrigation system per Village code.
17. Provide permits from all applicable permitting agencies, including but not limited to, FDOT, PBC Fire Rescue and Village of Palm Springs **at the time of permitting.**
18. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.

19. All mechanical equipment's and above-ground infrastructure shall be screened from view.
20. The Applicant may be required to undertake additional security measures, based on the number of complaints, or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
21. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
22. All new electric utilities shall be underground.
23. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & 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. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
25. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
26. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
27. Photometrics must be certified by an engineer **prior to CO**.
28. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
29. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
30. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to **Certificate of Completion**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
31. The General Contractor shall be on site during all construction activity in accordance with FS 489.1195.
32. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

**Justification Statement
2833 S Congress Avenue
Village of Palm Springs, Florida
Site Plan Amendment Application and
Variance Application
Original Submittal: March 10, 2023
Resubmittal: June 28, 2023**

Introduction

On behalf of the property owner, 2791 S Congress Realty, LLC (“Owner”), Schmidt Nichols respectfully requests your approval of this 2-part application for a Site Plan Amendment and Variance for the project known as Emerson Retail. The 0.66-acre subject site (0.65-acre per ROW dedication) (PCN 70-43-44-18-03-000-0640, 0650) is located on the west side of Congress Avenue, south of Emerson Road in the Village of Palm Springs, Florida (“subject property”). As discussed with Village staff, the applicant is proposing to unify the two subject lots into one via a Declaration of Unity of Title.

The existing site is currently undeveloped. The proposed plan of development consists of 4,382 s.f. of retail sales with a buildout year of 2026. Site access is proposed via an ingress-only driveway connection to Congress Avenue and full access driveway connection to Emerson Road.

Request

The following is a summary of all the proposed applications:

- **Request 1: Site Plan Amendment Approval** for a proposed 4,382 retail sales building
- **Request 2: Zoning Variance Approval** to allow for a 3’ reduction of the required rear setback from 30’ to 27’ and a 5’ right-of-way landscape buffer reduction along Congress Avenue from 15 feet to 10 feet.

The property is bounded by Emerson Road and retail uses to the north, Congress Avenue and auto sales use to the east, medical office use to the east, and single-family residential to the west. Currently, the subject property supports a Future Land Use Atlas designation of Commercial and is within the Commercial General (CG) zoning district. The subject property is surrounded on two (2) sides by public rights-of-way: Emerson Road to the north and Congress Avenue to the east.



Site Aerial

Below is a summary of surrounding properties:

Adjacent Lands	Uses	FLU	Zoning
Subject Property (Proposed)	Retail Sales	Commercial	CG
North	Retail, Single Family Residential, & Emerson Road ROW	COM, LD	CG, RS
South	Medical Office	COM	CG
East	Auto Sales	COM	CG
West	Single-Family Residential	LD	RS

JUSTIFICATION:

Developing the site with a retail sales building allows for an efficient use of land and provides flexibility in design to accommodate the surrounding Village of Palms Springs community. The applicant views this location as a transitional area of the Village between the commercial uses along the Congress Avenue corridor. The project takes cues from the modern development along the Congress Avenue corridor, but adjusts it to have a

more domestic character through the use of materials, textures, and commercial elements. Consistent architecture is included on all four sides of the proposed building.

The proposed building is designed in a contemporary style with varied facades in order to be generally compatible with the structures along the Congress Avenue corridor. The elevations are broken into several stepped planes that incorporate differences in height, materials and parapet configurations.

The site represents the ideal location for the development of the proposed commercial building as the proposed development is compatible and consistent with the existing character of the area. The proposed development has been appropriately placed on the subject site to accommodate the development patterns of the existing commercial uses within the surrounding area. The proposed development mitigates adverse impacts and creates an appropriate transition in uses, creating compatibility and cohesion to the surrounding area. Based on the existing site constraints, the proposed use is the highest and best use for the applicant as well as the Village.

Site Plan

The proposed site plan meets Sec. 34-685 of the Land Development Code. The Applicant is proposing a 4,382 s.f. retail sales building. The site plan is proposing 22 parking spaces, which 22 parking spaces are required for all the uses shown. Additionally, the site plan is proposing one handicap space, which one space is required and the site plan is proposing one 12'x40' loading space to the north of the proposed building as one is required. It should be noted that the proposed use as Retail sales use requires 1 parking space per 200 s.f. Overall, a lot of thought was put into the design of the site plan, architecture and landscape plans to create a new and exciting addition to the Village of Palm Springs.

The site pre-dates many of the current codes and the applicant is proposing a new commercial development on the current undeveloped parcel. The current lot depth is 10' short (proposed 190') from what the 200' lot depth that is currently required. The applicant is updating the site plan to meet the code to the greatest extent possible but they do not meet the minimum 200' as required under current code so this has been added as a non-conformity chart item as indicated below.

EXISTING NONCONFORMITY CHART					
	ARTICLE	REQUIRED	PROPOSED	EXISTING NONCONFORMITY	APPROVAL DATE/RESOLUTION NO.
1	Sec. 34-826	200'	190.00'	To allow an existing nonconformity of a 10' reduction from the code required 200' lot depth	TBD
	CG Property Development Regulations (Lot Depth)				

Request 2: Zoning Variance Request Standards:

ZONING VARIANCE					
	ARTICLE	REQUIRED	PROPOSED	VARIANCE	APPROVAL DATE/RESOLUTION NO.
	Sec. 31-162	15' ROW Landscape Buffer	5' ROW Landscape Buffer	To allow a variance for a 10' reduction of the required 15' ROW landscape buffer	TBD
	Minimum Required Buffers				
	Sec. 34-826	30' Rear Setback	27' Rear Setback	To allow a variance for a 3' reduction of the required 30' Rear Setback	TBD
	CG Property Development Regulations				

VIII. VARIANCE INFORMATION:

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34- 603(f)(1) of the Code. The statement must include comments on each of the following individually:

ZONING VARIANCE SEVEN (7) STANDARDS

A. THAT SPECIAL CONDITION AND CIRCUMSTANCES EXIST WHICH ARE PECULIAR TO THE LAND, STRUCTURE, OR BUILDING INVOLVED, AND WHICH ARE NOT APPLICABLE TO OTHER LANDS, STRUCTURES, OR BUILDINGS IN THE SAME LAND DEVELOPMENT DISTRICT.

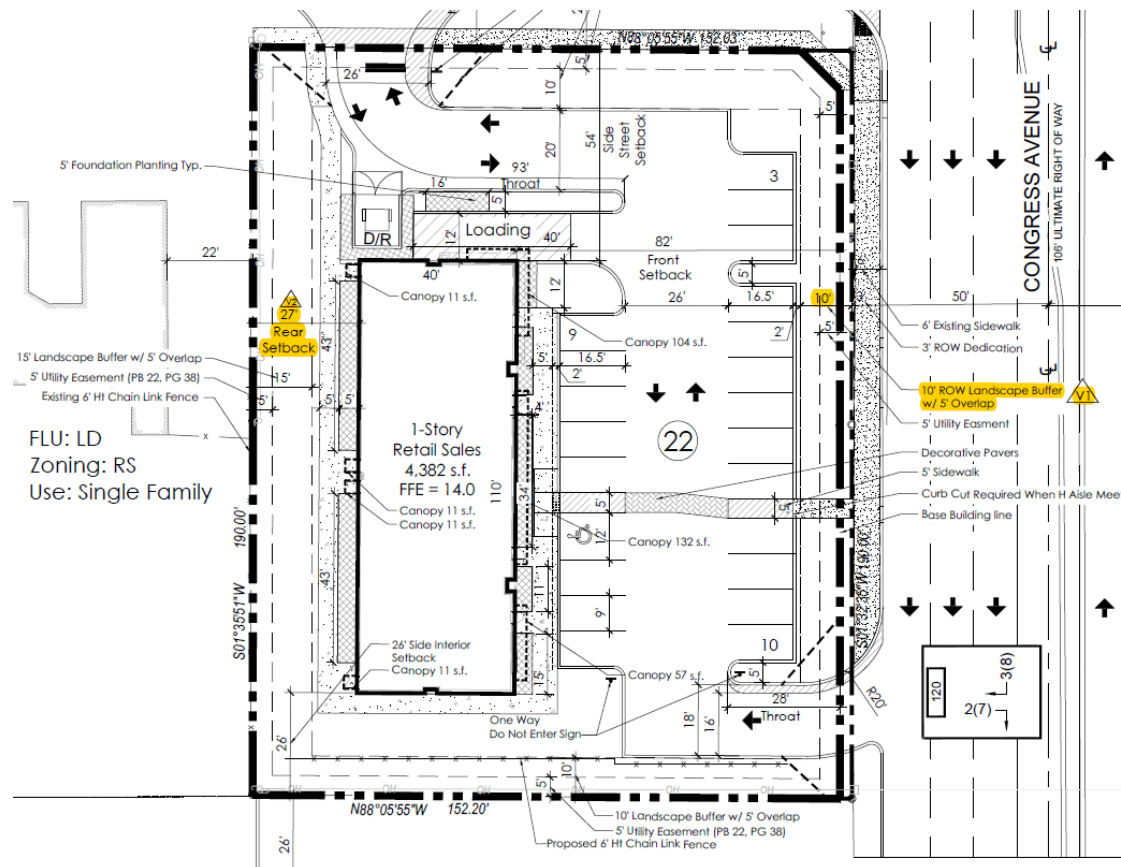
RESPONSE: Special conditions and circumstances exist that are peculiar to the parcel of land, building or structure that are not applicable to other parcels of land, structures or buildings in the same district.

Furthermore,

V1-V2: The parcel has a unique lot configuration, and while it has frontage on Congress Avenue, the unique configuration directly impacts the lot depth of the parcel. This restricts the ability for the applicant to place the proposed building on the subject site to maximize the existing dimensional constraints of the property. The applicant is providing safe, efficient circulation and traffic flow throughout the site by providing a significant throat distance while appropriately maintaining the proposed parking/loading space on the site.

The applicant is also utilizing their best efforts to setback the building 27 feet from the adjacent single-family residential to the west. Furthermore, the applicant is required to provide a 106' Ultimate Right-of-Way on Congress Avenue in order to be in compliance with the County's Thoroughfare Map and was limited to an ingress-only driveway connection on Congress Avenue in order to obtain FDOT's conceptual driveway approval for access onto Congress Avenue. The Applicant is requesting to reduce the required ROW landscape buffer from 15 feet to 10 feet

and the required rear setback from 30 feet to 27 feet. The diagram below illustrates the proposed 10' ROW landscape buffer along Congress Avenue and a 27' rear setback.



B. THAT THE SPECIAL CIRCUMSTANCES AND CONDITIONS DO NOT RESULT FROM THE ACTIONS OF THE APPLICANT:

RESPONSE: There are special circumstances and conditions that apply that are not a result of actions by the applicant.

Furthermore,

V1-V2: The Applicant has presented the special circumstances and conditions that justify the variance. The conditions by which the variances are created are based on the unique configuration of the subject site, which directly impacts the required lot depth of the parcel, maintaining the required 106' Ultimate ROW width on Congress Avenue, and appropriately placing the proposed building on the site based on FDOT's conceptual driveway approval for an ingress-only driveway

connection on Congress Avenue. Because of this, the proposed variances are required.

C. THAT GRANTING THE VARIANCE REQUESTED WILL NOT CONFER ON THE APPLICANT ANY SPECIAL PRIVILEGE THAT IS DENIED BY THIS CHAPTER TO OTHER LANDS, BUILDINGS, OR STRUCTURES IN THE SAME LAND DEVELOPMENT DISTRICT.

RESPONSE: Granting the variance will not confer any special privilege upon the applicant denied by the Comprehensive Plan and this Code to other parcels of land, buildings or structures in the same zoning district.

Furthermore,

V1-V2: The granting of the variance would not confer upon the Applicant any special privilege denied by the comprehensive plan and this code to other parcels of land, buildings or structures in the same zoning district. The proposed variance would be expected to be granted on similar properties with adjacent properties supporting the same uses.

D. THAT LITERAL INTERPRETATION OF THE PROVISIONS OF THIS CHAPTER WOULD DEPRIVE THE APPLICANT OF RIGHTS COMMONLY ENJOYED BY OTHER PROPERTIES IN THE SAME LAND DEVELOPMENT DISTRICT UNDER THE TERMS OF THIS CHAPTER AND WOULD WORK UNNECESSARY AND UNDUE HARDSHIP ON THE APPLICANT.

RESPONSE: Literal interpretation and enforcement of the terms and provisions of this code would deprive the applicant of rights commonly enjoyed by other parcels of land in the same zoning district and would work an unnecessary and undue hardship.

Furthermore,

V1-V2: Literal interpretation and enforcement of the terms and provisions of this code would deprive the Applicant of rights commonly enjoyed by other parcels of land in the same zoning district, and would work an unnecessary and undue hardship. The literal interpretation of the Code would require the proposed commercial development to maintain a 15' right-of-way landscape buffer from Congress Avenue. A 15' right-of-way landscape buffer eliminates the ability to efficiently place the proposed building on the subject site and work within the limitations of the property. The subject site is currently undeveloped fronting on a 6-lane highway. The proposed commercial development would better serve the site and remain consistent with the impact and intensity of the surrounding uses.

E. THAT GRANTING THE VARIANCE IS THE MINIMUM VARIANCE THAT WILL MAKE POSSIBLE THE REASONABLE USE OF THE LAND, BUILDING OR STRUCTURE:

RESPONSE: Granting these variances are the minimum needed for the reasonable use of the property.

Furthermore,

V1-V2: The granting of the right-of-way landscape buffer variance reduction and rear setback reduction is the minimum needed to make reasonable use of the property for the proposed commercial development. Based on the unique configuration of the subject site, which directly impacts the required lot depth of the parcel, maintaining the required 106' Ultimate ROW width on Congress Avenue, and appropriately placing the proposed building on the site based on FDOT's conceptual driveway approval for an ingress-only driveway connection on Congress Avenue, the applicant is providing the maximum ROW landscape buffer and rear setback due to the existing site constraints.

F. THAT THE GRANTING OF THE VARIANCE WILL BE IN HARMONY WITH THE GENERAL INTENT AND PURPOSE OF THIS CHAPTER.

RESPONSE: Granting of the requested variances will be consistent with the purposes, goals, objectives and policies of the comprehensive plan and the Village's Land Development Regulations.

Furthermore,

V1-V2: Granting of the variances will be consistent with the purposes, goals, objectives, and policies of the comprehensive plan and this code. The variance request is consistent with the harmony and general intent of the Village's Land Development Regulations.

G. THAT SUCH VARIANCE WILL NOT BE INJURIOUS TO THE AREA INVOLVED OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE.

RESPONSE: Granting of the requested variances will clearly not be injurious to the area involved or otherwise detrimental to the public welfare.

Furthermore,

V1-V2: The proposed right-of-way landscape buffer variance reduction and rear setback reduction will not be injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 5' right-of-way landscape buffer reduction along Congress Avenue and a 3' rear setback reduction. The proposed variances will not be injurious to the surrounding properties as the proposed variance would be expected to be granted on similar properties with adjacent properties supporting the same uses.

On behalf of the Property Owner, 2791 S Congress Realty, LLC ("Owner"), Schmidt Nichols Inc. respectfully requests your approval of these applications for a Site Plan Amendment and Variance.



SCHMIDT
NICHOLS

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

1551 N. Flagler Dr., Ste 102
West Palm Beach, FL 33401
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License No: LC26000232

2833 S Congress Avenue

Palm Springs, Florida

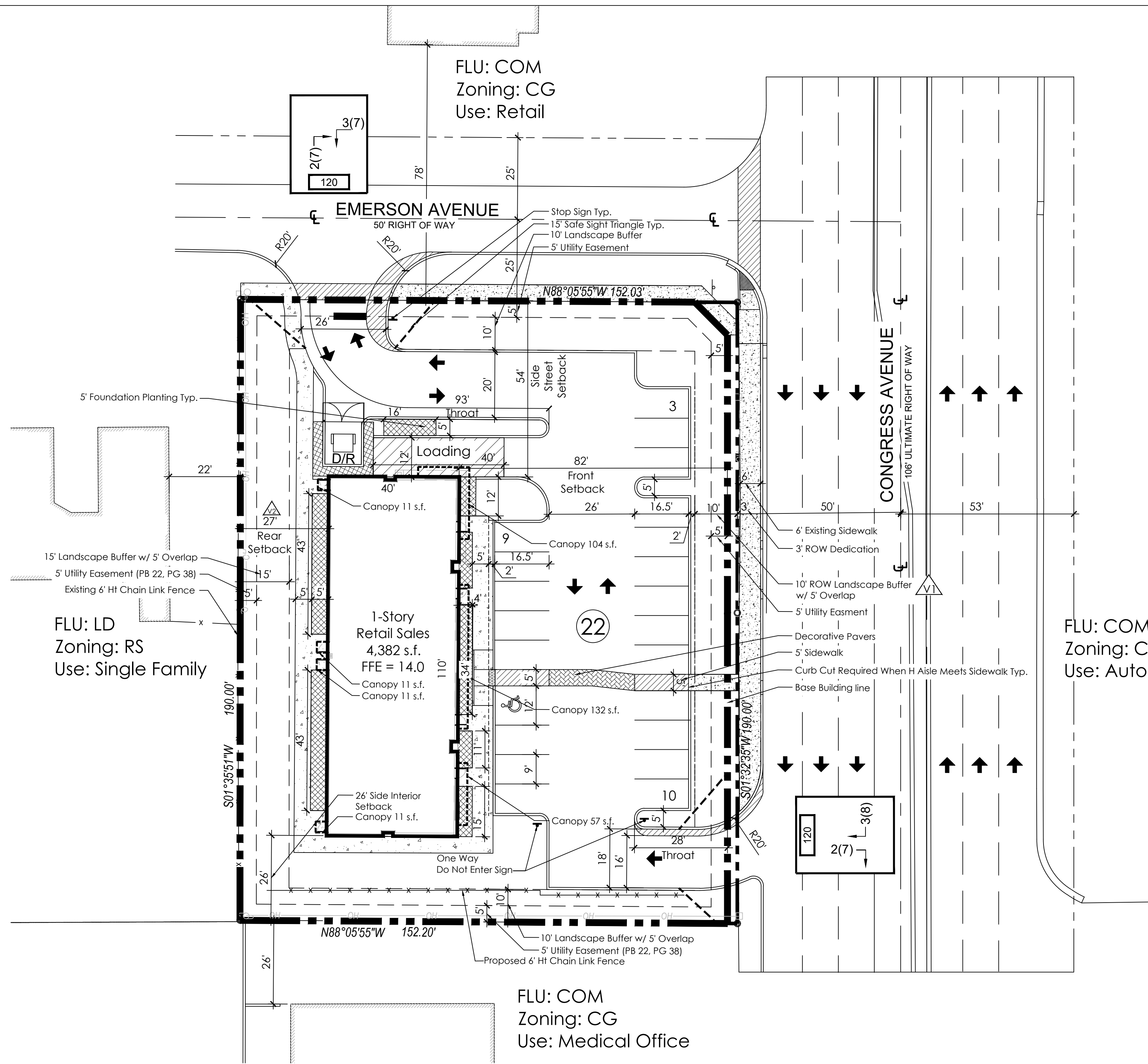
Date: 03/10/23
Scale: 1" = 30'-0"
Design By: JES
Drawn By: MLD
Checked By: JES
File No. 929.05
Job No. 22-53

REVISIONS / SUBMISSIONS

06/16/23 Resubmittal

PRELIMINARY
SITE
PLAN

PSP-1 of 1



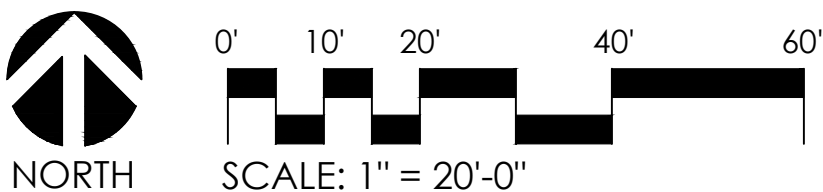
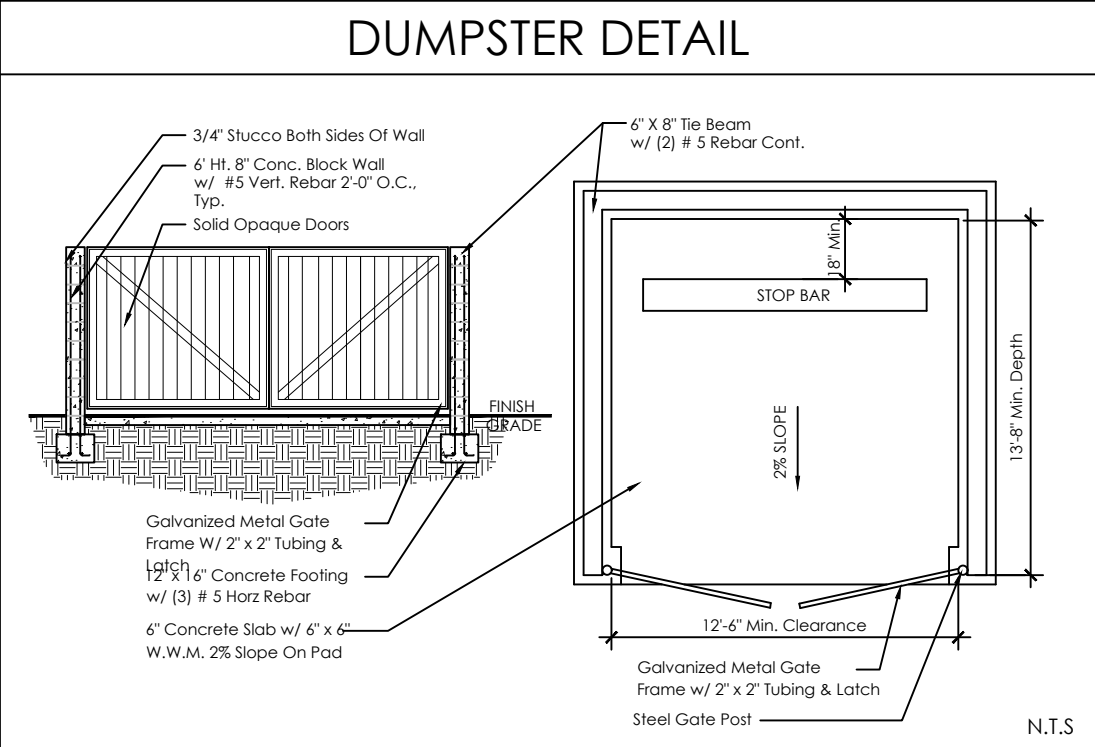
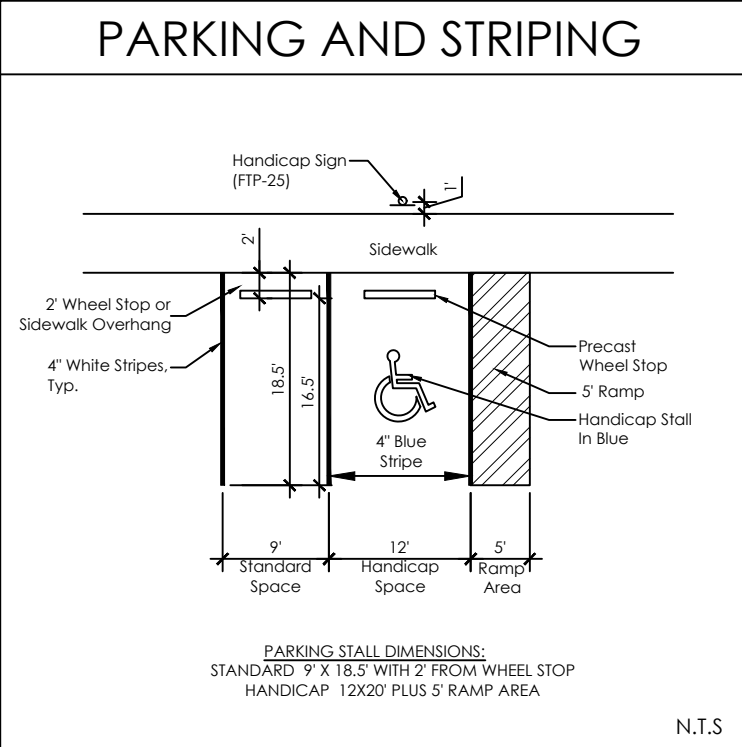
SITE TABULAR DATA	
Application Name	2833 S Congress Avenue
Application Number	2022-
Future Land Use Designation	Commercial (COM)
Zoning District	General Commercial (CG)
Section, Township, Range	18/44/43
Property Control Number	70-43-44-18-03-000-0640, 0650
Existing Use	Vacant
Proposed Use	Retail Sales
Total Gross Site Area	0.66 AC. (28,896 s.f.)
Total Net Site Area	0.65 AC (28,283 s.f.)
Total Gross Floor Area	4,382 s.f.
Retail Sales	4,382 s.f.
Total Floor Area Ratio	0.15
Total Building Coverage (Including Canopies Of 337 s.f.)	16%
Impervious Area	59%
Buildings (4,382 s.f.)	
Pavements/Walks (12,313 s.f.)	
Pervious Area	41%
Open Space (11,588 s.f.)	
Max. Building Height	max. 45
Number of Stories	1
Parking Required	22 SPACES
Retail Sales - 1 Space/200 s.f. @ 4,382 s.f. =	22
Proposed Parking	22 SPACES
Handicap Spaces Required	1
Handicap Spaces Proposed	1
Loading Required (12' x 40' Min.)	1
Loading Provided	1
Traffic Analysis Zone	302
Concurrency Approval* Retail Sales 4,382 s.f.	
*Concurrency is approved for the above uses and amounts shown on this plan	

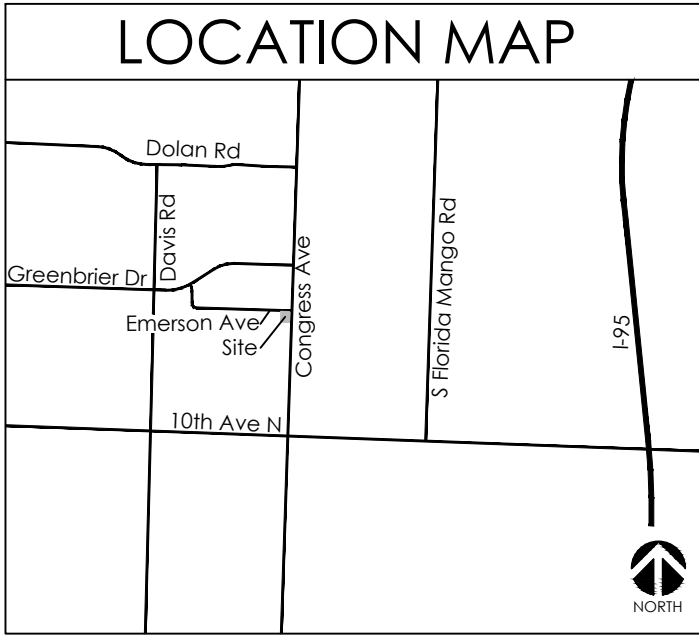
PROPERTY DEVELOPMENT REQUIREMENTS											
ZONING DISTRICT	MINIMUM LOT DIMENSIONS				MAX FAR	MAX BLDG COVER	MIN OPEN SPACE	SETBACKS/SEPARATIONS			
	SIZE	WIDTH	FRONTAGE	DEPTH				FRONT	SIDE INTERIOR	SIDE STREET	REAR
CODE	CG	N/A	100'	100'	100'	200'	0.50	15'	25'	30'	
PROP	CG	0.66 AC.	162.03'	190'	190'	0.15	16%	41%	82'	26'	54'

DEVELOPMENT TEAM	
DEVELOPER:	2791 S CONGRESS REALTY, LLC 3797 S MILITARY TRAIL LAKE WORTH, FL 33463 (861) 719-8040
ARCHITECT:	BORRERO ARCHITECTURE 160 SW 12TH AVENUE, SUITE 101-C DEERFIELD BEACH, FLORIDA 33442 (561) 271-0164
CIVIL ENGINEER:	SIMMONS & WHITE, INC. 2581 METROCENTRE BLVD, SUITE 3 WEST PALM BEACH, FLORIDA 33407 (561) 478-7848
TRAFFIC ENGINEER:	PINDER TROUTMAN CONSULTING, INC. 2005 VISTA PARKWAY, SUITE 111 WEST PALM BEACH, FLORIDA 33411 (561) 286-9699
PLANNER:	SCHMIDT NICHOLS 1551 N FLAGLER DRIVE, SUITE 102 WEST PALM BEACH, FL 33401 (561) 684-6141
SURVEYOR:	PM SURVEYING 4546 CAMBRIDGE STREET WEST PALM BEACH, FL 33416 (561) 478-7764

NOTES
BASE INFORMATION FOR THIS PROJECT WAS OBTAINED FROM A SURVEY PREPARED BY PM SURVEYING. DATED 08/27/2022

LEGAL DESCRIPTION
LOT SIXTY-FIVE (65) AND LOT SIXTY-FOUR (64), OF ADDITION NO. 1 CONGRESS PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA





DRAWING INDEX

LP-1	Tree Disposition Plan & Index
LP-2	Landscape Plan
LP-3	Landscape Specifications

TREE DISPOSITION CHART

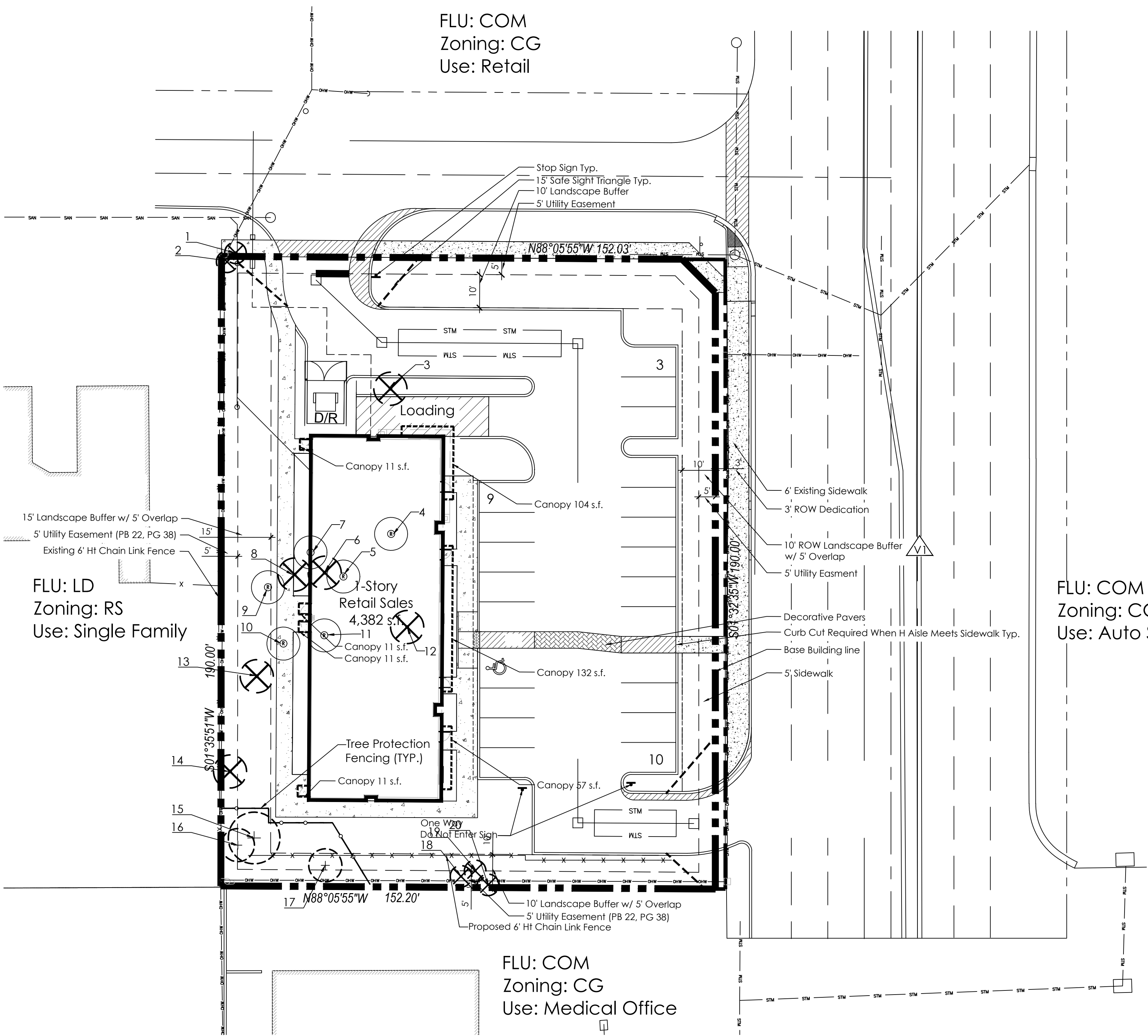
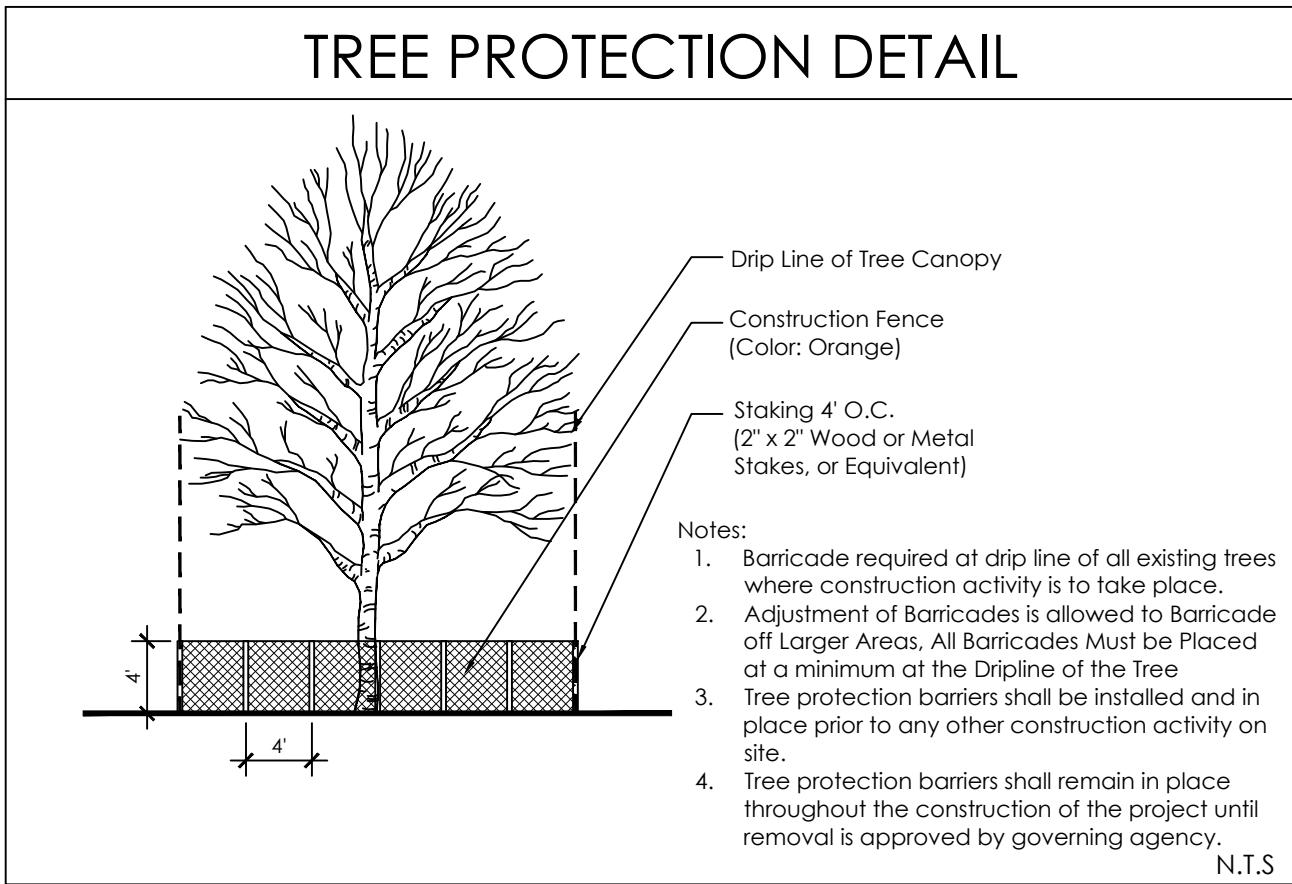
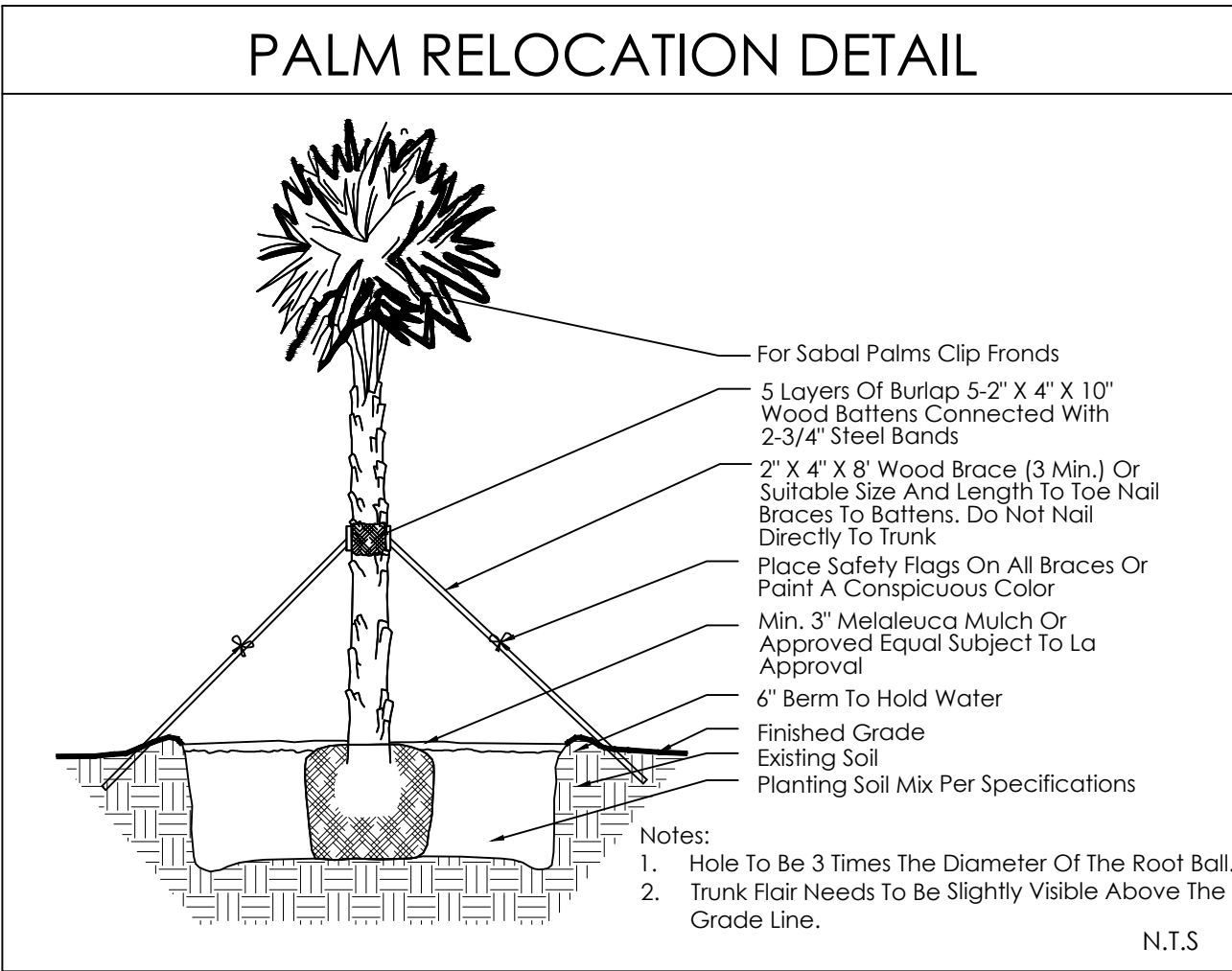
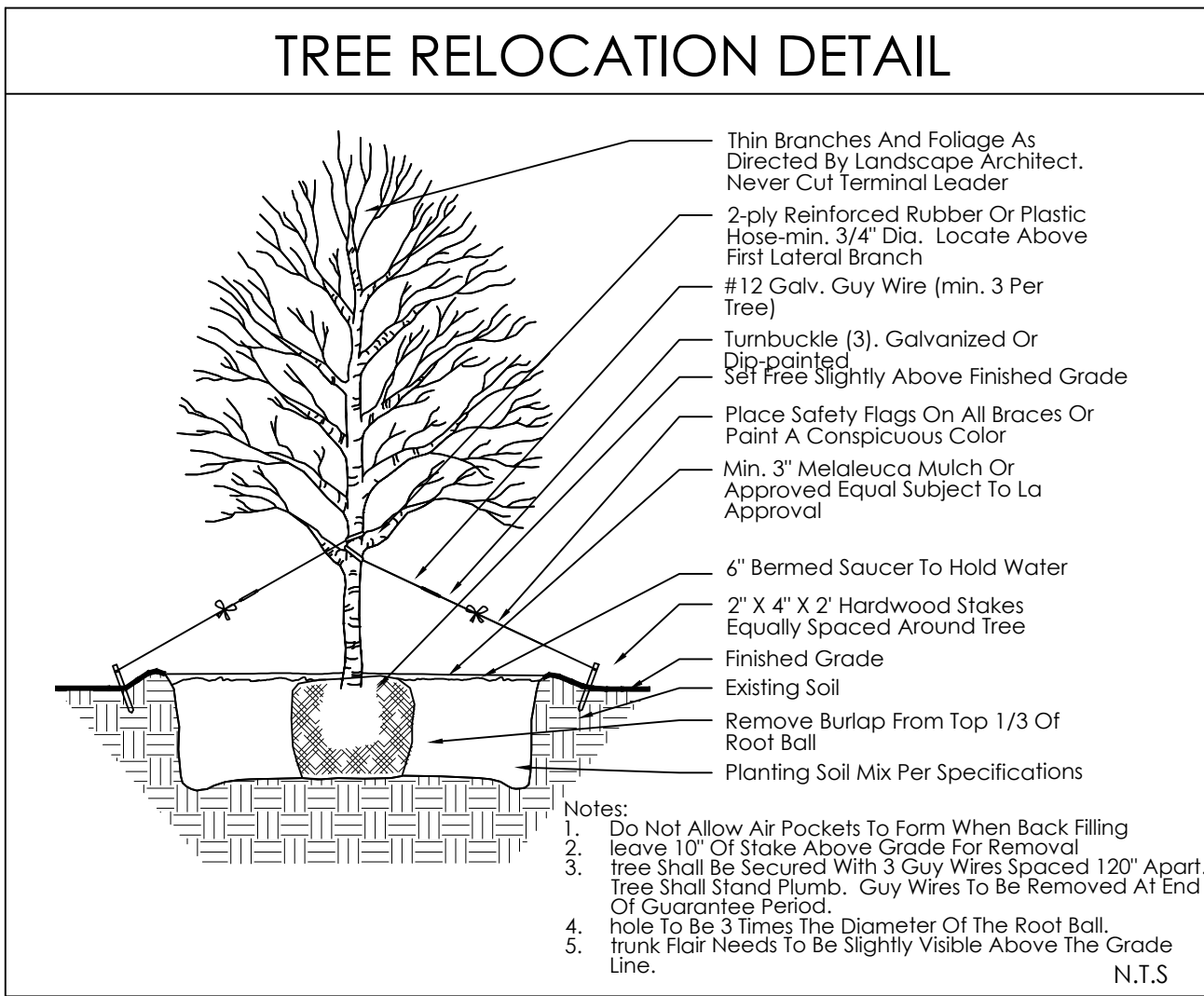
Tree #:	Type:	Size:	Disposition:	Notes:
1	Sabal Palm	10' G.W.	Remove	Sabal palm also has attached Strangler Fig (Remove for FPL 'Right Tree, Right Place)
2	Sabal Palm	3' G.W.	Remove	Sabal palm has an invasive Schefflera attached
3	Sabal Palm	Dead	Remove	Sabal palm is dead
4	Sabal Palm	12' G.W.	Relocate	
5	Sabal Palm	14' G.W.	Relocate	
6	Carrotwood	14" DBH	Remove	Invasive Species
7	Sabal Palm	10' G.W.	Relocate	
8	Acacia	18" DBH	Remove	Invasive Species
9	Sabal Palm	10' G.W.	Relocate	
10	Sabal Palm	8' G.W.	Relocate	
11	Sabal Palm	10' G.W.	Relocate	
12	Mango	34" DBH	Remove	
13	Mango	34" DBH	Remove	
14	Melaleuca	20" DBH	Remove	Invasive Species, Dying
15	Live Oak	28" DBH	Remain	
16	Sabal Palm	14' G.W.	Remain	
17	Sabal Palm	16' G.W.	Remain	
18	Sabal Palm	10' G.W.	Remove	Sabal palm has an invasive Carrotwood attached & is growing into overhead power line
19	Sabal Palm	10' G.W.	Remove	Sabal palm has an invasive Carrotwood attached & is growing into overhead power line
20	Sabal Palm	8' G.W.	Remove	Sabal palm has an invasive Cuban Laurel attached & is growing into overhead power line

NOTE: Existing Trees were verified by Landscape Architect during site visit.

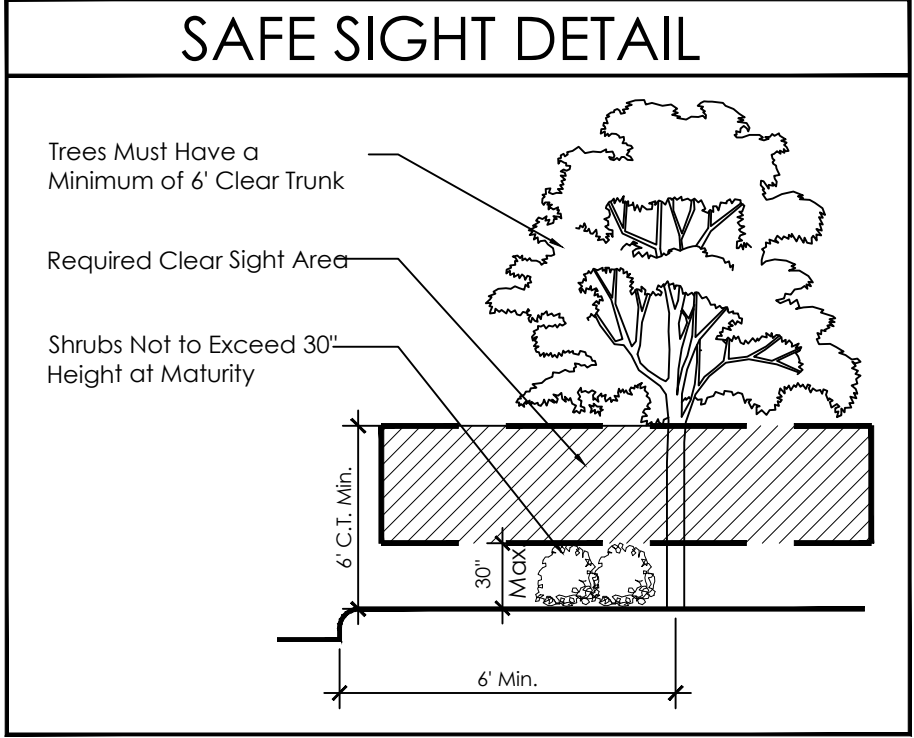


VEGETATION NOTES

1. Tree protection barriers shall be installed and in place prior to any other construction activity on site. Tree protection barriers shall remain in place throughout the construction of the project until removal is approved by governing agency.
2. During land altering and construction, protective barriers shall be maintained around all trees / palms or groups of trees / palms to be protected. The movement of equipment or the storage of equipment, materials, and placement of debris or fill within protective barriers is prohibited.
3. A permit to remove trees / palms must be applied for with the governing agency prior to and tree removal.
4. All relocated trees and palms shall be staked and guyed as indicated in the details.
5. Hurricane cut all Sabals prior to transplant.
6. All transplanted trees must be transplanted using best industry standards.
7. Provide irrigation to transplanted trees or trees within holding areas to ensure survivorship.
8. Vegetation to be preserved shall be barricaded with a 3-foot high plastic mesh (orange OSHA) supported by 5-foot long rebar or 2" x 2" wood stakes or equivalent.
9. Vegetation to be preserved at a lower final grade may be protected with a 24-inch high silt fence around the preserve area or Vegetation with the addition of the 3-foot high plastic mesh, if needed.
10. If hand clearing is necessary within the preserve area or under the Vegetation canopy. Vegetation to be preserved can initially be delineated by plastic ribbon affixed to survey stakes (to avoid putting up and taking down fencing) and then protected with either plastic mesh and/or the silt fence.
11. Vegetation to be relocated can usually be delineated by plastic ribbon affixed to survey stakes unless their relocation is delayed due to root pruning. If root pruning is required, the Vegetation shall be protected with either plastic mesh and/or silt fence.

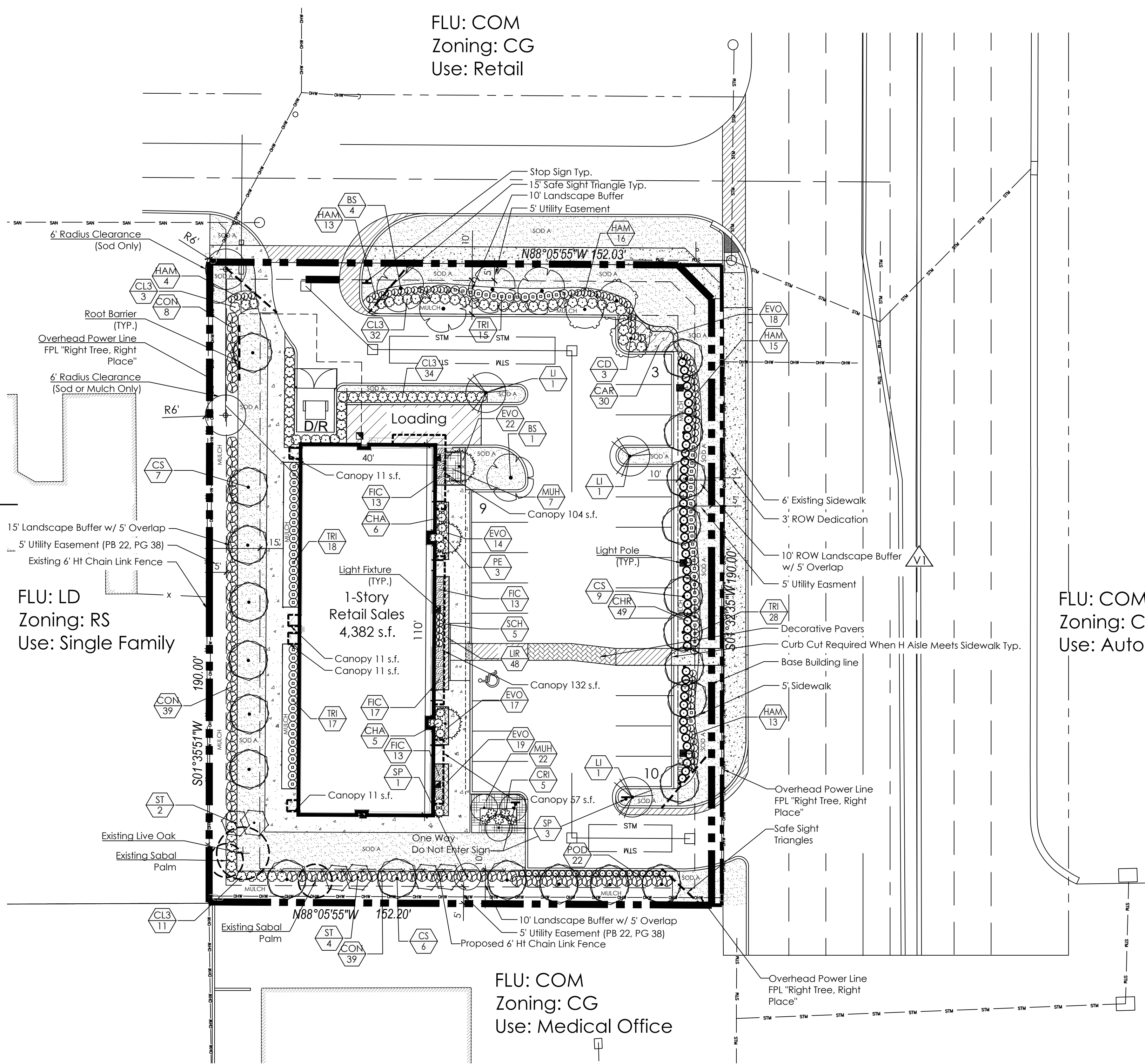


LANDSCAPE REQUIREMENTS CHART			
Location/ Area:	Code Requirement:	Required:	Provided:
North Property Line 10' Category 6 Land. Buffer along 117 LF (139' - 22' Drive Aisle)	1 Tree per 20 LF 3' Ht. Hedge Minimum 2 Meandering Tiers	6 Trees 3' Ht. Hedge 2 M. Tiers	6 Trees 3' Ht. Hedge 2 M. Tiers
South Property Line 10' Category 2 Land. Buffer w/ 5' Overlap along 149 LF	1 Tree per 20 LF 3' Ht. Hedge Minimum 6' Ht. Wall or Fence	8 Trees 3' Ht. Hedge 6' Ht. Wall or Fence	8 Trees -2 Palm Clusters -6 New Trees 3' Ht. Hedge 6' Ht. Fence
East Property Line 10' Type 5 Land. Buffer w/ 5' Overlap along 178 LF	1 Tree per 20 LF 3' Ht. Hedge Minimum 2 Meandering Tiers	9 Trees 3' Ht. Hedge 2 M. Tiers	9 Trees 3' Ht. Hedge 2 M. Tiers
West Property Line 15' Category 3 Land. Buffer w/ 5' Overlap along 175 LF	1 Tree per 20 LF 3' Ht. Hedge Minimum 6' Ht. Wall or Fence	9 Trees 3' Ht. Hedge 6' Ht. Wall or Fence	9 Trees -1 Exist. Oak -1 Palm Cluster -7 New Trees 3' Ht. Hedge 6' Ht. Exist. Fence
Required Trees 28,283 SF Total Site Area	1 Tree per 2,500 SF of Total Site Area	12 Trees	Greater than 12 Trees
Required Landscape Area (22 Parking Spaces)	20 SF for each Parking Space	440 SF	Greater than 440 SF
North Building Foundation Plantings (40 LF Facade)	25% Facade facing Street 1 Tree or Palm Cluster per 30 LF / 5' Width Minimum	10 LF (25%) 1 Tree/Palm C. 5' Width Min.	40 LF (100%) 1 Tree 5' Width
East Building Foundation Plantings (110 LF Facade)	25% Facade facing Street 1 Tree or Palm Cluster per 30 LF / 5' Width Minimum	28 LF (25%) 1 Tree/Palm C. 5' Width Min.	90 LF (82%) 1 Palm Cluster 5' Width
Palm Ratio	Can only count for less than 50% of required Trees	Less than 50%	11% Palms
Native Species Ratio	40% of Plantings must be Native Species	40% Min.	61% Native Species
VUA/Parking Lot Trees	75% must be Shade Trees	75%	FPL Guidelines Do not Allow



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CALIPER	HEIGHT	SPREAD	CLEAR TRUNK	WATER USAGE	NATIVE
	BS	5	Bursera simaruba / Gumbo Limbo Single Straight Trunk, No Low Crotch	2.5" Cal.	12'	6'	5' Min.	Low	Native
	CD	3	Coccoloba diversifolia / Pigeon Plum Single Straight Trunk, No Low Crotch	2.5" Cal.	12'	6'	5' Min.	Low	Native
	CS	22	Conocarpus erectus sericeus / Silver Button Wood Single Straight Trunk	2" Cal. Min.	12'	5'	5' Min.	Low	Native
	LI	3	Lagerstroemia indica 'Natchez' / Natchez Crape Myrtle Single Straight Trunk, Min 5' CT	2" Cal. Min.	12'	6'	5' Min.	Low	Non-Native
	PE	3	Ptychosperma elegans / Alexander Palm Single Trunk, No Scarred Trunks, Matched	N/A	16' O.A.	6'	12' C.T.	Medium	Non-Native
	ST	6	Sabal palmetto / Transplanted Cabbage Palm Transplanted From On Site	EX.	EX.	EX.	EX.	Low	Native
	SP	4	Sabal palmetto / Sabal Palm Slick Trunks, Hurricane Cut, Stagger Heights 4' in Groups	N/A	12'-20' CT	N/A	12'-20' CT	Low	Native
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	CHA	11	Chamaedorea cataractarum / Cascade Palm Full	36"	36"	36" O.C.	Low	Non-Native	
	CHR	49	Chrysobalanus icaco / Red Tip Cocoplum Full To Base	36"	30"	30" O.C.	Low	Native	
	CL3	80	Clusia guttifera / Small-Leaf Clusia Full to Base	36"	30"	36" O.C.	Low	Native	
	CON	86	Conocarpus erectus / Green Buttonwood Full to Base	36"	30"	36" O.C.	Low	Native	
	CRI	5	Crinum augustum / Green Crinum Lily Full, Matched	36"	36"	36" O.C.	Low	Non-Native	
	HAM	61	Hamelia patens 'Compacta' / Dwarf Firebush Full to Base	24"	18"	24" O.C.	Low	Native	
	POD	22	Podocarpus macrophyllus maki / Maki Podocarpus Full	36"	30"	24" O.C.	Low	Non-Native	
	SCH	5	Schefflera arboricola / Green Schefflera Full, Green Color, no variegation	24"	18"	24" O.C.	Medium	Non-Native	
	TRI	78	Tripsacum floridanum / Dwarf Fakahatchee Grass Full	30"	24"	30" O.C.	Low	Native	
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	CAR	30	Carissa macrocarpa 'Emerald Blanket' / Emerald Blanket Natal Plum Full	14"	14"	18" O.C.	Medium	Non-Native	
	MUH	29	Muhlenbergia capillaris / Pink Muhly Full	18"	18"	30" O.C.	Low	Native	
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS	
	EVO	90	Evolvulus glomeratus / Blue Daze Full	10"	10"	12" O.C.	Medium	Non-Native	
	FIC	56	Ficus microcarpa 'Green Island' / Green Island Ficus Full to Base	12"	12"	18" O.C.	Medium	Non-Native	
	LIR	48	Liriope muscari 'Aztec Grass' / 'Aztec Grass' Liriope Full	10"	10"	12" O.C.	Low	Non-Native	
	SOD A	6,232 sf	Stenotaphrum secundatum / St. Augustine Grass Solid Sod, Stagger Seams, Field Verify Sod Areas Prior To Bid, Sod All Disturbed Areas	N/A	N/A	N/A	High	Non-Native	



FLU: LD
Zoning: RS
Use: Single Family

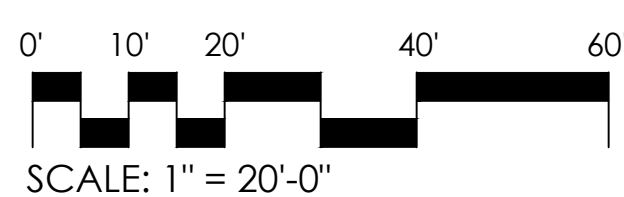
FLU: COM
Zoning: CG
Use: Auto Sales

FLU: COM
Zoning: CG
Use: Medical Office

LANDSCAPE NOTES

- Easements shall not encroach landscape buffers more than 5 feet.
- FDOT Type D or F curb shall be provided along the perimeter of all landscape, open space, drainage and graded areas adjacent to paved vehicular use areas, except where wheel stops are provided.
- Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30' and 8' above crown of road.
- Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas.
- All plant material is to be installed at the height, spread and DBH/Caliper shown in the Plant List, container sizes are given as a suggestion only.
- No muck-grown sod shall be utilized in detention areas.
- All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing min. 150% coverage.
- Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the field in accordance with the planting details shown hereon.
- Trees are to be installed with a ten foot (10') separation from any water or sewer main and/or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements. However, in no case shall a tree encroach into a PBCE without prior PBCEWUD approval and only sod can be installed within 7.5' of a fire hydrant unless otherwise approved by the Fire Marshal.
- All parking lot islands, and any other areas on site with baserock, shall be excavated to a minimum depth of the native soil on site and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.
- All substitutions or modifications from the approved Landscape Plan must be submitted and approved by the Landscape Architect in writing.
- All ground-mounted equipment shall be screened from view.
- Prior to C.O., the site must have 100% sod coverage, including greenspace in the directly adjacent ROW. All disturbed areas must be sodded including all areas used for staging and maneuvering that may not be indicated on the Landscape Plan.
- Any equipment (condensing units, transformers, ect) must not interfere with proposed parking lot trees. One tree must be planted in each island.

EXISTING TREE KEY



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AND URBAN PLANNING
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Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

2833 S Congress Avenue

Village of Palm Springs, Florida

Date: 03/10/23
Scale: As Noted
Design By: SMT
Drawn By: SMT
Checked By: JES
File No: 929.05
Job No: 22-53

REVISIONS / SUBMISSIONS

06/16/23: Resubmittal

NOT VALID WITHOUT THE SIGNATURE AND SEAL
OF A FLORIDA LICENSED LANDSCAPE ARCHITECT.

FLORIDA REGISTRATION NO.
Jon Eric Schmidt LA 0001638

LANDSCAPE
PLAN

LP-2 of 3

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The scope of the work for the landscape contractor for the project shall include the provision of all labor, materials and equipment required to complete all tasks associated with the landscape and irrigation installation as shown on the drawings or noted herein. The landscape contractor is responsible for coordinating with the general contractor reasonable access to power and potable water sources as required to ensure plant survivability and delivery of a completed project that meets all the required specifications.
- B. Subgrade Elevations: Excavation, filling and grading required to establish elevations 4" lower than elevations and contours shown on drawings are not specified in this Section.
- C. Finish Grade Elevations: 1 inch below top of pathway edging.

1.02 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work.
- B. The landscape contractor shall be responsible for ensuring all work (including delivery, storage and disposal of their materials) is performed in compliance with applicable jurisdictional codes.
- C. The landscape contractor shall be responsible for familiarizing themselves with project plans and scopes of work related to associated trades to be performed by others in order to identify key coordination items including, but not limited to, site access, material storage, and scheduling and sequencing of work. The landscape contractor is responsible for coordinating all site issues with the general contractor.
- D. The plant quantities shown on the landscape contract documents are for the convenience of the landscape contractor. The landscape contractor is responsible for verifying all quantities and reporting any discrepancies to the Landscape Architect for clarification prior to contract award and at commencement of work. Contractor is responsible for confirming sod quantities and certifying such to the Owner or his representative.
- E. The landscape contractor shall be responsible for the protection of all adjacent work, materials and equipment from damage due to their activities. The landscape contractor shall be solely responsible for any damage or injury to person or property that may occur as a result of the execution of their work.
- F. Landscape Contractor to notify the Owner or his representative, or Landscape Architect at least three (3) working days prior to beginning any stage of work.
- G. Owner or Landscape Architect to be immediately notified of any discrepancies found in field.
- H. The Owner or his representative, or Landscape Architect reserves the right to field adjust plant material on-site to avoid conflicts or discrepancies not anticipated in the planning process.
- I. Source Quality Control:
1. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
 2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution.
 3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
 4. Trees, Palms and Shrubs: Provide trees, palms and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as decay, knots, sun-scald, injuries, abrasions, and disfigurement. Root systems shall be vigorous and fibrous, filling the container but shall not be root bound or exhibit spiraling roots. Verification of the health and vigor of all plant material is the sole responsibility of the landscape contractor.
- A. Provide trees, palms and shrubs for grade Florida No. 1 as outlined under the current edition of the Grades and Standards for Nursery Plants, Florida Department of Agriculture, unless otherwise noted.
- I. Sizes: Provide trees and shrubs of sizes shown or specified. Trees, palms and shrubs of larger size may be used if acceptable to Landscape Architect, and if sizes of roots or balls are increased proportionately.
- B. Inspection: Landscape Architect reserves right to inspect trees, palms and shrubs either at place of growth or at site before planting, for compliance with requirements for name, variety, size and quality.

1.03 SUBMITTALS

- A. Certification: Submit certificates of inspections as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- B. Submit seed variety and analysis statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed mixture.
- C. Planting Schedule: Submit planting schedule showing schedule dates for each type of planting in each area of site.
- D. Maintenance Instructions: Submit procedures for maintenance of landscape work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original containers showing weight analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: Time delivery so that sod will be placed within 24 hours after shipping. Protect sod against drying and breaking of rootlets.
- C. Trees, palms and shrubs: Provide freshly dug trees, palms and shrubs. Do not prune prior to delivery. Do not bend or bind the trees or shrubs in such a manner to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.
- D. Deliver trees, palms and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 4 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
- E. Do not remove container grown stock from containers until planting time.

1.05 JOB CONDITIONS

- A. Proceed with and complete landscape work as rapidly as portions of site become available.
- B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.
- D. Planting Schedule: Where applicable, prepare a proposed planting schedule. Schedule dates to establish a logical sequence for completing each type of landscape work as required to provide maintenance from work performed by other disciplines. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.
- E. Coordination with Lawns: Plant trees, palms and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Landscape Architect. If planting of trees, palms and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.06 SPECIAL PROJECT WARRANTY

- A. Warranty lawns through specified maintenance period, and until final acceptance. The required period is for one full year following installation of lawn areas.
- B. Warranty trees for a period of one year after date of substantial completion against defects death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Contractor's control.
- C. Warranty shrubs for 1 full year after date of substantial completion.
- D. It is understood that the warranty is to be inclusive of all labor, materials and equipment necessary for the replacement of any plant materials required.
- E. Should the landscape contractor be required to replace any damaged, diseased, dying or dead plant material it is understood that the replacement material is to be of the same species, size and quality as that originally specified on the Landscape Plan. The contractor will be responsible for the removal of all materials and leaving the impacted area clean following any remedial action.
- F. Remove and replace trees, shrubs or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of the Landscape Architect, it is advisable to extend warranty period for a full growing season or for one full year.
1. Another inspection will be conducted at end of extended warranty period to determine acceptance or rejection. Only one replacement will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. If topsoil is not available on site it must be furnished as specified. Throughout all parts of site where finish grades and contour lines differ from existing contour lines, bring to finish grade contours shown on "Grading Plan."
- B. Topsoil shall be friable fertile soil with representative characteristics of area soils. It should be free of heavy clay, silt, stone, extraneous lime, plant roots and other foreign matter greater than 1 1/2" diameter. It shall not contain noxious plant growth (such as bermuda or nut grass). It shall test in neutral pH range of 5.0 to 6.75 and contain no toxic substances that can be deemed to impede plant growth. The contractor shall be prepared to have soil lab-tested at his expense by the Landscape Architect or Owner. Topsoil shall comply with the following quantitative analysis.

COMPONENTS	VOLUME MEASURE	PARTICLE SIZE
Organic Matter	3 - 5%	
Silt	10 - 30%	0.05 to 0.002 MM
Sand	5 - 75%	0.2 to 0.05 MM
Clay	5 - 25%	0.002 MM and below

2.02 SOIL AMENDMENTS

- A. If necessary to bring soil into above specified limits:
- B. Lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
- C. Peat Humus or Peat Moss: Texture, moisture and pH character suitable for intended use.
- D. Humus Soil Conditioner: Consisting of yard trimmings and bio-blends compatible with soil.
- E. Commercial Fertilizer: Complete fertilizer of neutral character, with 40% - 50% of the total nitrogen in a water insoluble form. It shall be uniform in composition, dry and free flowing.
1. For trees, palms and shrubs, provide fertilizer with not less than 6% available phosphoric acid, 6% nitrogen and 6% soluble potash.
 2. For lawns, provide fertilizer with not less than 6% phosphoric acid, and 6% potassium, and percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 1000 square feet of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.

2.03 PLANT MATERIAL

- A. Plant list/schedule is part of this specification section.
- B. Quality: All plants shall comply with Grades and Standards for Nursery Plants, latest edition, prepared by the Florida Department of Agriculture and Consumer Services.
- C. Deciduous Trees: Provide trees of height, spread, and caliper listed or shown and with branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required. Provide single stem trees except where special forms are shown or listed. Ball condition variable.
- D. Balled and burlap trees should be dug and prepared for shipment in a manner that will not damage roots, branches, shape and future development after planting. The product received on-site should have a firm ball with natural soils. Dried, cracked or broken rootballs will not be accepted.

- E. Coniferous and Broad-leaved Evergreens: Provide evergreens of size shown or listed. Dimensions indicate minimum height, spread, and caliper. Provide size specified quality evergreens with well-incised form complying with requirements for other size relationships to the primary dimension shown and branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required.
- F. The landscape contractor is responsible for confirming the availability of all the specified plant materials within four (4) weeks of project award. All requests for substitution due to lack of availability must be made to the Landscape Architect in writing within this period. No substitution shall be permitted without prior written approval from the Landscape Architect. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution.
- G. Root suckers on live Oaks are not acceptable.
- H. No double or multi-trunk trees unless otherwise specified.
- I. Caliper: Trunk caliper (bunk diameter) is measured six inches from the ground on trees up to and including four inches in caliper, and 12 inches above the ground for larger trees. Since hunks are seldom round, the average of the largest diameter and that perpendicular to it, is referred to as caliper.

2.04 GRASS MATERIALS

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with established tolerance for purity and germination. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed as specified. Attach a schedule of seed analysis.
- B. Sod: Provide strongly rooted sod free of weeds and undesirable native grasses, capable of growth and development when planted.
- C. No muck-grown sod shall be utilized in detention areas.

2.05 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Ground Cover: Provide plants established and well-rooted in removable containers or internal peat pots and with not less than minimum number and length of runners specified.
- B. Anti-Erosion Mulch: Provide clean, dry, mulching hay or straw of coastal bermuda, pangola or bahia grass. Only undermulched mulch which can be readily cut into the soil shall be used.
- C. Mulch: Melaleuca or equal. The use of cypress mulch is prohibited.
- D. Stakes and Guy's: When required provide stakes and deadwood of sound new hardwood or treated softwood free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 1/2" hose, cut to required lengths to protect tree hunks from damage by wires.

PART 3 EXECUTION

3.01 LAYOUT

- A. Layout individual trees and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as maybe required.

3.02 PREPARATION OF PLANTING SOIL

- A. The landscape contractor is responsible for the preparation of soils within all planting areas inclusive of providing all imported soil materials, soil amendments, soil conditioners and fertilizers as required.
- B. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- C. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow planting of plant within a few days.
- D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
1. Mix line with dry soil prior to mixing of fertilizer.
 2. Prevent time from contacting roots of acid-loving plants.
- E. Remove all shellrock encountered and backfilling with clean sand or sand/silt mix.

3.03 PREPARATION FOR ALL PLANTING AREAS

- A. Eradicate weeds within the limits of all planting areas prior to beginning landscape installation. Perennial weeds and grasses to be removed include, but are not limited to, nut grass, puncture vine, morning glory, dog fennel, torpedograss, Bermuda grass, Bahia grass, kikuyu grass, crab grass, carpet grass, sedge and other noxious and/or invasive weeds. The site is to be maintained weed free throughout planting operations.
- B. Existing plant material to be removed, except where noted on the Landscape or Tree Disposition Plans.
- C. Pre-tilt to scarify soils in all planting areas to a minimum depth of 4". Densely compacted areas between 85% and 90% are to be cross ripped to a minimum of 6" depth. In the process of filling remove unacceptable materials including, but not limited to, foreign debris, construction waste, roots, concrete, asphalt and rocks greater than 1/2" diameter on average. In areas to receive soil fill in fertilizer to a depth of 2" at a rate of 12 pounds per cubic ft.
- D. All planters shall be excavated to a minimum depth to reach native soil and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.
- E. All road rock, concrete, asphalt and other non-natural material to be removed from all planting areas prior to landscape installation.
- F. Spread a layer of 2 to 3 inches of humus soil conditioner over the entire planting areas. Planting areas shall include all new sod areas, shrub areas and tree areas. These areas shall be as large as 3 times the diameter of the beds of the plants, except where confined by hardscape features such as paved parking areas, paved walkways, structures, etc. Overlapping areas shall be considered to be one planting area for the purpose of determining the amount of conditioner to be applied. Areas to be conditioned shall extend to a depth of 6 to 8 inches with the following exception: no rototilling shall occur closer to the trunks of established plants than one half the distance to the drip line of the existing plant canopy. All plants, including hedges and ground cover shall be planted in individually dug holes and the material dug from the holes shall then be further mixed with the prepared site soil prior to backfilling of the planting holes around the rootballs.
- G. All landscape beds, including sod areas, shall be leveled and raked smooth prior to any planting.

3.04 PREPARATION FOR PLANTING LAWNS

- A. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6", apply soil amendments and initial fertilizers, remove high areas and fill in depressions; fill soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots, and other extraneous matter.
1. 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 into soil being prepared for lawns.
 2. Elsewhere: Loosen subgrade of lawn areas to a minimum depth of 4". Remove stones over 1 1/2" in any dimension and sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
- C. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement.
- D. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil.
- E. Allow for sod thickness in areas to be sodded.
- F. Grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll and rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which will be planted immediately after grading.
- G. Moisture prepared lawn areas before planting. Fertilize if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- H. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.05 PREPARATION OF PLANTING BEDS

- A. Loosen subgrade of planting bed areas to a minimum depth of 12" using a cultimulcher or similar equipment. Remove stones over 1 1/2" in any dimension, and sticks, stones, rubbish and other extraneous matter. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil. Add soil amendment.
- B. Excavation for Trees and Shrubs: Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
1. For balled and burlapped (B&B) trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth.
 2. For container grown stocks, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- C. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill. Fill excavations for trees and shrubs with water and allow to percolate into before planting.

3.06 PLANTING TREES, PALMS AND SHRUBS

- A. Lay out individual trees, palm and shrub locations and areas for multiple plantings where required. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as may be required upon approval.
- B. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and center of pit or trench with top of ball at same elevation as adjacent finished grade. Remove burlap from sides and balls; retain on bottom. Remove any debris from pit. Place additional backfill free from rocks and debris around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- C. Balled and burlapped trees with natural burlap, pull back or remove at a minimum, the top 1/3 of the burlap from the root ball. Synthetiplastic burlap and all other non-biodegradable materials must be removed completely from the root ball and disposed of.
- D. Trees in baskets: Remove wire baskets to a depth of 16" min. All synthetic strapping and other non-biodegradable materials must be completely removed and disposed of. Any burlap must be pulled back or removed from the top of the rootball.
- E. If trees are to be containerized, root ball will be shaved at the periphery to remove all circling roots.
- F. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- G. Top-most root shall be visible within the top 2" of the root ball.
- H. All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. If trees are located outside planting beds in grass areas, maintain a minimum three feet 3" wide offset to allow for mowers to maneuver.
- I. Face of trees and palms to be located a minimum of 2'-0" of all sidewalk/sidewalk paths or other paved surfaces, unless otherwise noted on plans.
- J. Groundcover and shrubs to be laid out in a uniform and consistent pattern.
- K. Dish top of backfill to allow for mulching.
- L. Mulch pits, trenches and planting areas. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Not more than 2" mulch shall be placed over the rootball of the trees. At the base of the plant, 2" must be maintained free of mulch.
- M. Guy and stake trees immediately after planting, as indicated.
- N. The landscape contractor shall install plant materials using the best horticultural practices:
1. Protect plant material from damage during delivery, staging and installation. Do not begin installation of shrub and groundcover materials prior to completion of irrigation installation and finish grading.
 2. Do not install plant materials in winds in excess of 30 miles per hour.
 3. Do not install plant material if deemed site conditions will impede the ability of plant material to thrive without notifying the Landscape Architect of concerns prior to installation.
 4. Perform all work in accordance with all applicable laws, codes and regulations inclusive of all permits and inspections required by federal, state and local jurisdictions.
 5. The use of cables and chains for the lifting of trees is prohibited. Trees are to be lifted using nylon straps a minimum of 4" in width. Wrap trunks to protect from scraping and scarring.
 6. The "choke" strapping method for lifting trees is prohibited.
 7. Do not drop plant material.
 8. Limit the amount of plants to be installed per day to those that can adequately be watered in the same day.
 9. Carefully remove containerized plants from their cans to avoid breaking the rootball. Containers should only be removed immediately prior to installation and plants should be immediately watered after placement.
 10. Remove burlap and cut steel baskets from at least the top third of the rootball for all B&B material. Remove wire baskets to a minimum depth of 16".
 11. Plant material must be installed at correct elevation in relation to finish grade as indicated on the planting details after setting. Plants set at incorrect elevations will need to be raised or lowered accordingly at no additional cost to the owner.
 12. Planting pits for trees and shrubs must be excavated to the dimensions specified on the planting details. Following planting area immediately surrounding plant is to be tamped firm and use water jet technique to remove all air pockets repeating as required.
 13. Apply re-wetting agent to the surface of all plant pits for trees and shrubs per manufacturer's recommendations.
 14. Apply shredded hardwood mulch in even layer to a 3" depth. Mulch must be pulled off the base of all plant material.
 15. Continuously monitor status of installed materials and make modifications, clean-ups and replacements as required.

3.07 PRESERVED PLANT MATERIALS

- A. The contractor is responsible for protecting and maintaining all plant material to remain within the limits of construction as indicated on the plans. Existing trees to remain shall be undisturbed and protected by bariacades. Bariacades are to be installed prior to any construction or earthwork takes place on the site. Bariacades shall remain in place through the duration of all construction activity and not removed until authorization has been received by the Landscape Architect and governing municipality.
- B. No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within this protected area.
- C. The contractor shall bear the sole responsibility of replacement for any damage to protected materials caused by construction activity without additional costs to the owner.

3.08 TRANSPLANTED PLANT MATERIALS

- A. Root prune all large canopy trees to be relocated prior relocation one half of the root system at a time and allow of adequate harden off time.
- B. Transplanted Sabal Palms shall be hurricane cut and rootballs shall be wrapped in burlap or plastic if not being planted within a 24 hour period.
- C. Palms of other species shall have their fronds left together to prevent leaf damage and facilitate handling.
- D. Planting hole for transplanted material should measure two times the diameter of the root ball.
- E. Trees shall be planted at the same depth as it was in the field.
- F. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish all transplanted trees. The contractor should continue to monitor the moisture content for all transplanted trees and adjust supplemental irrigation as needed.
- G. All relocated trees shall be staked accordingly.
- H. The contractor shall bear the sole responsibility of replacement for any damage to transplanted materials caused by construction activity, deficient irrigation, or poor transplant procedure without additional costs to the owner.

3.09 PRUNING

- A. All pruning shall be done on the site before planting as directed by Landscape Architect. Pruning shall follow modern horticultural practices (Grades and Standards for Nursery Plants) and shall be done with approved tools designed for the purpose intended. Lopping, topping, or shearing of trees or shrubs will be grounds for rejecting the plants as unsuitable and not meeting requirements. Damaged, scared, trayed, split, or skinned branches, limbs or roots shall be pruned back to live wood nearest to the next sound outside lateral bud, branch, limb or root. The terminal leader or bud in all trees or shrubs shall be left intact and not removed unless damaged.
- B. Prune, thin out and shape trees and shrubs. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.

3.10 SODDING NEW LAWNS

- A. Lay sod within 24 hours from time of shipping.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll tightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces to sod; remove excess to avoid smothering of adjacent grass.
- C. There shall be no gaps greater than 1/4" between pieces of sod.
- D. Water sod thoroughly with 1" spray immediately after planting. Newly soddied areas shall be kept moist for the first week after planting after which a minimum watering rate of 2" per week, including rainfall shall be applied.
- E. No muck-grown sod shall be utilized in detention areas.
- F. Landscape Contractor is responsible for replacing any damaged sod.

3.11 MAINTENANCE

- A. The landscape contractor shall be responsible for the maintenance of all plant materials and the planting areas immediately after planting and until final acceptance but the owner, Landscape Architect, and governing municipality.
- B. Maintain trees, palms, shrubs and other plants until final acceptance but in no case less than following period: 30 days after substantial completion of planting.
- C. Maintain trees, palms, shrubs and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and diseases.
- D. Remove and replace excessively pruned or malformed stock resulting from improper pruning.
- E. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.
1. Soddied lawns, not less than 30 days after substantial completion.
 2. Seeded lawns, not less than 60 days after substantial completion.
- F. Maintain lawns by watering frequently, weeding, mowing, liming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- G. Landscape Contractor is responsible for watering all sod and plant materials from date of installation through final acceptance even if irrigation is not in place, unless this responsibility is assumed in writing by another party.
- H. Contractor is responsible for returning to the site after a period of (1) one year to remove the staking from the trees and palms.

3.12 CLEANUP AND PROTECTION

- A. During landscape work, keep pavement clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.13 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability. Landscape work may be inspected for acceptance in parts agreeable to Landscape Architect, provided work offered for inspection is complete, including maintenance.
- B. Seeded lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, uniform close stand of specified grass established, free of weeds, bare spots and surface irregularities (95% coverage required for acceptance).
- C. Soddied lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, well-rooted, even-colored, viable lawn is established, free of weeds, open joints and bare areas (95% coverage required for acceptance). Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until it is acceptable by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

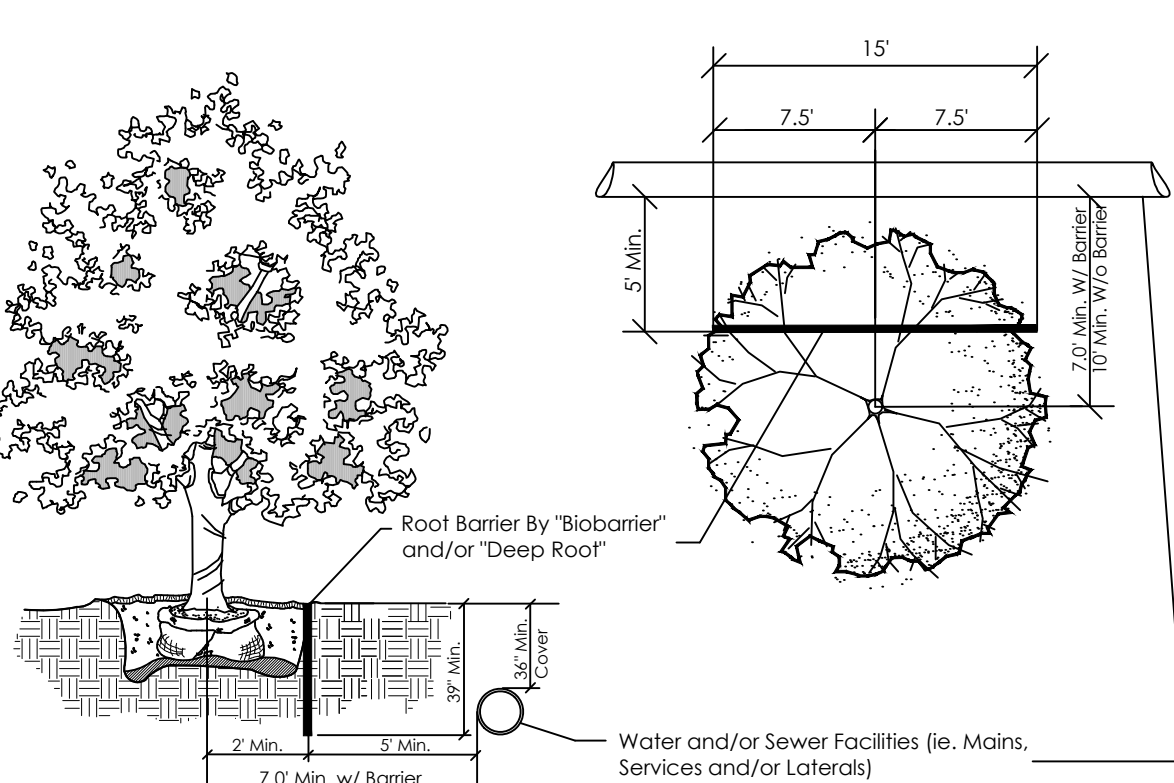
3.14 IRRIGATION

- A. An automatic irrigation system providing 100% coverage with 50% minimum overlap is to be designed and installed to maintain an established landscape.
- B. Bubbliers shall be provided on all trees.
- C. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish the new and salvaged material. The contractor should continue to monitor the moisture content for all trees and shrubs.
- D. The landscape contractor is responsible for obtaining all necessary permits prior to installation.
- E. Provide an as built drawing of the irrigation system to the Landscape Architect.
- F. A rain sensor is required on all irrigation systems.

LANDSCAPE AND ROOT BARRIER NOTE:

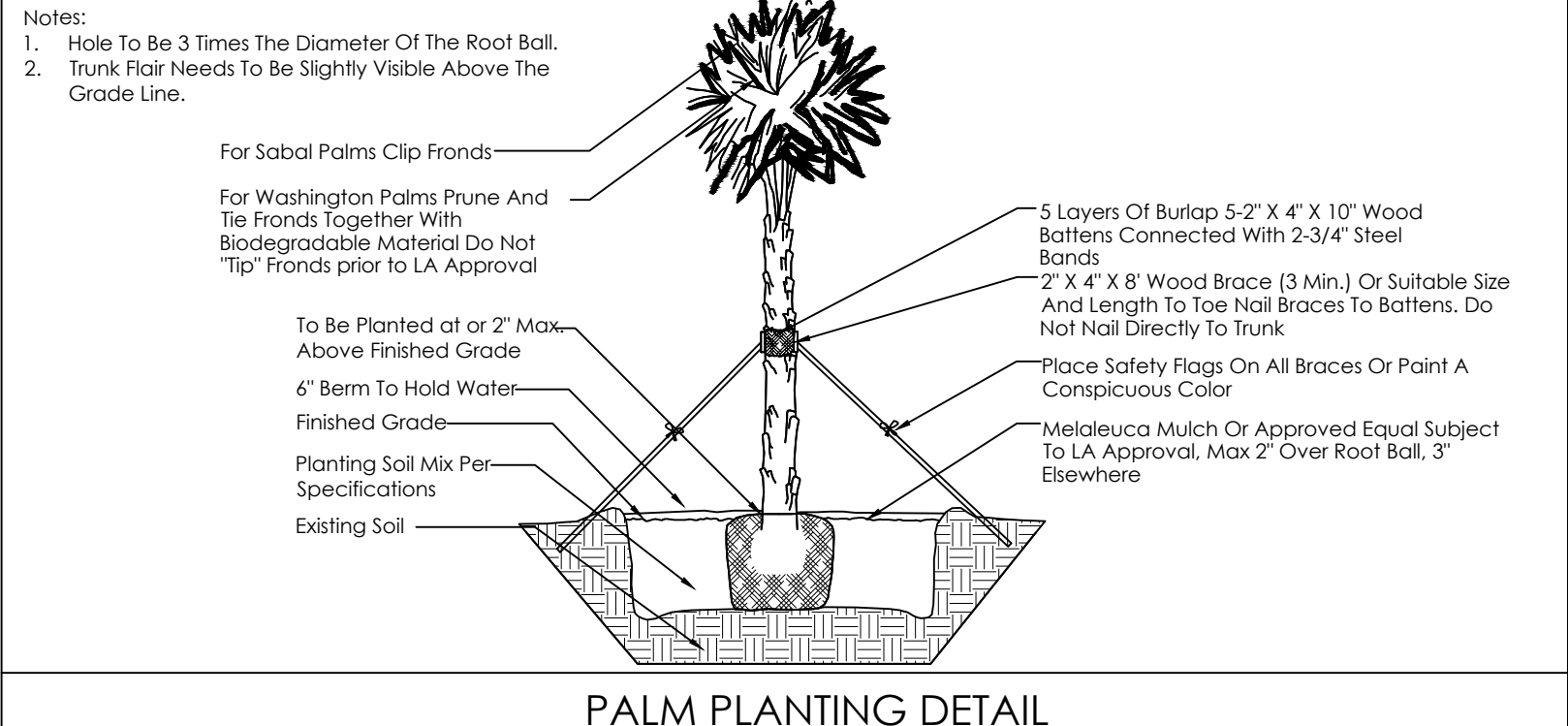
Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on this plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the filed in accordance with the planting details shown hereon.

Additionally, trees are to be installed with a ten foot (10') separation from any water or sewer main and/or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements.

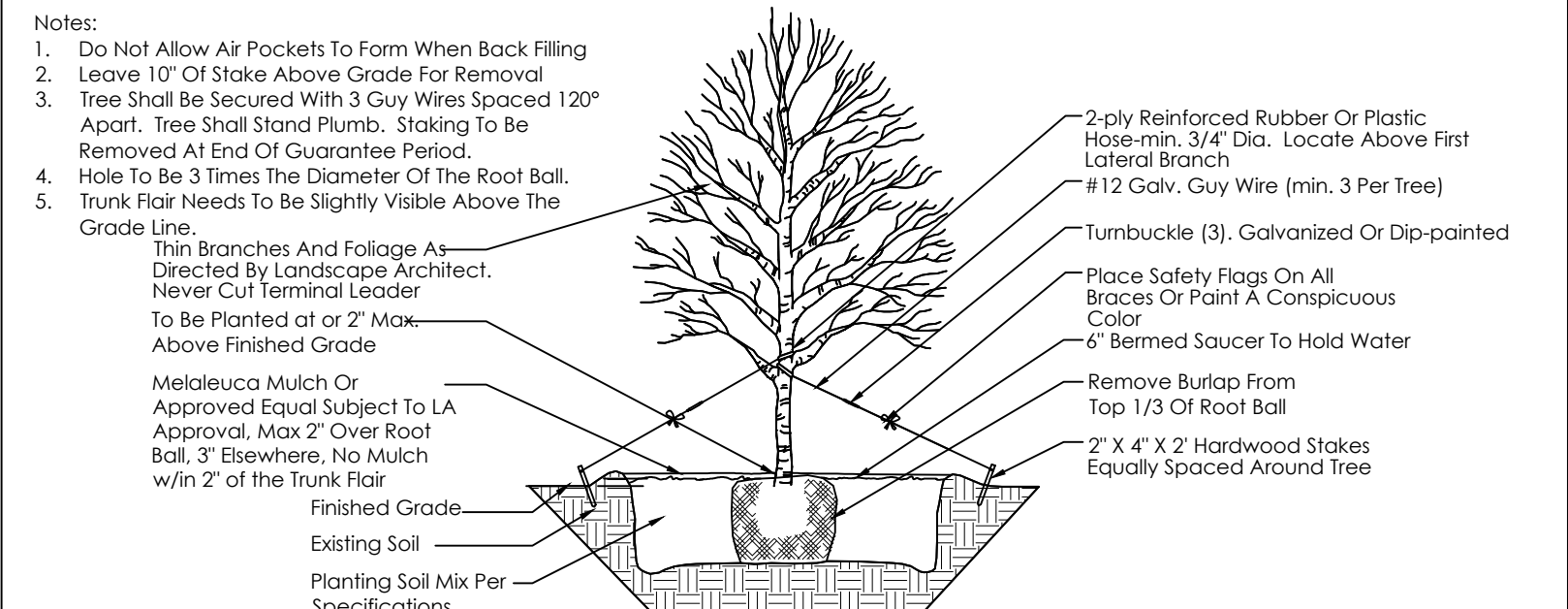


ROOT BARRIER DETAIL

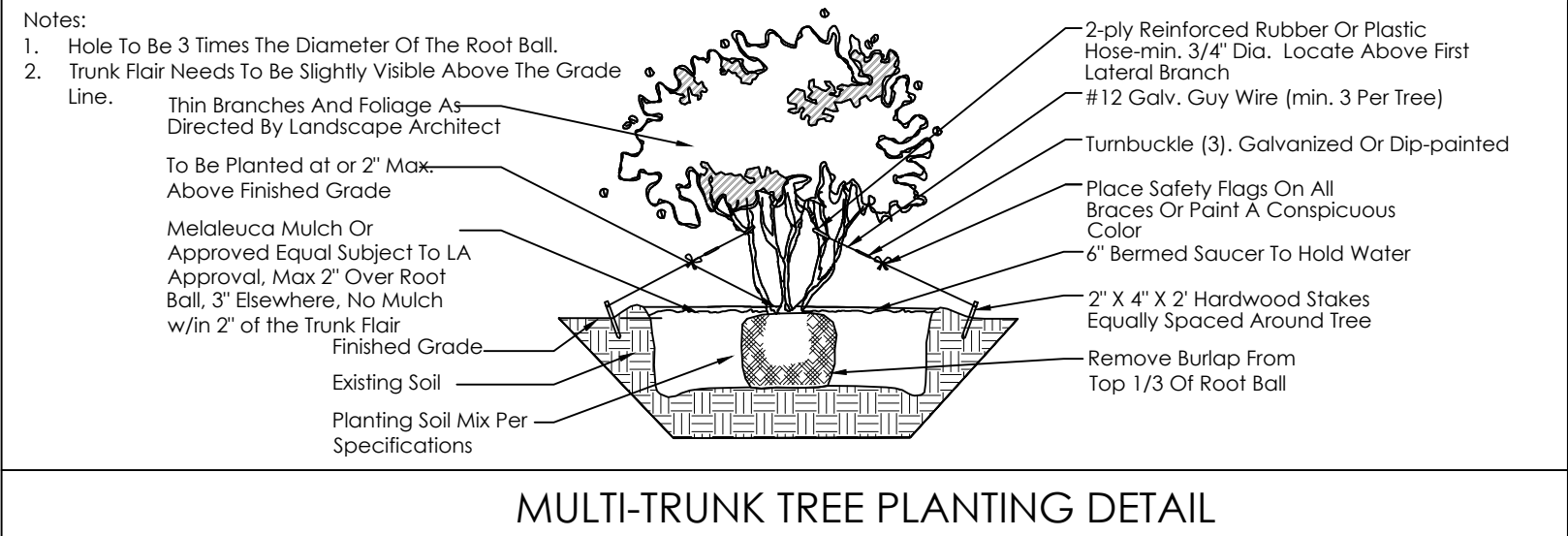
PLANTING DETAILS



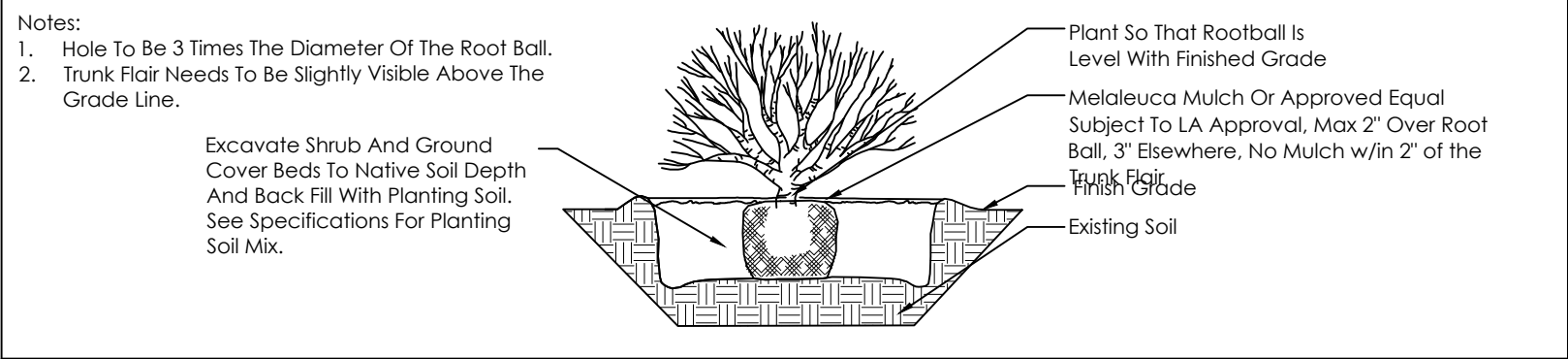
PALM PLANTING DETAIL



LARGE TREE (OVER 8' HEIGHT) PLANTING DETAIL

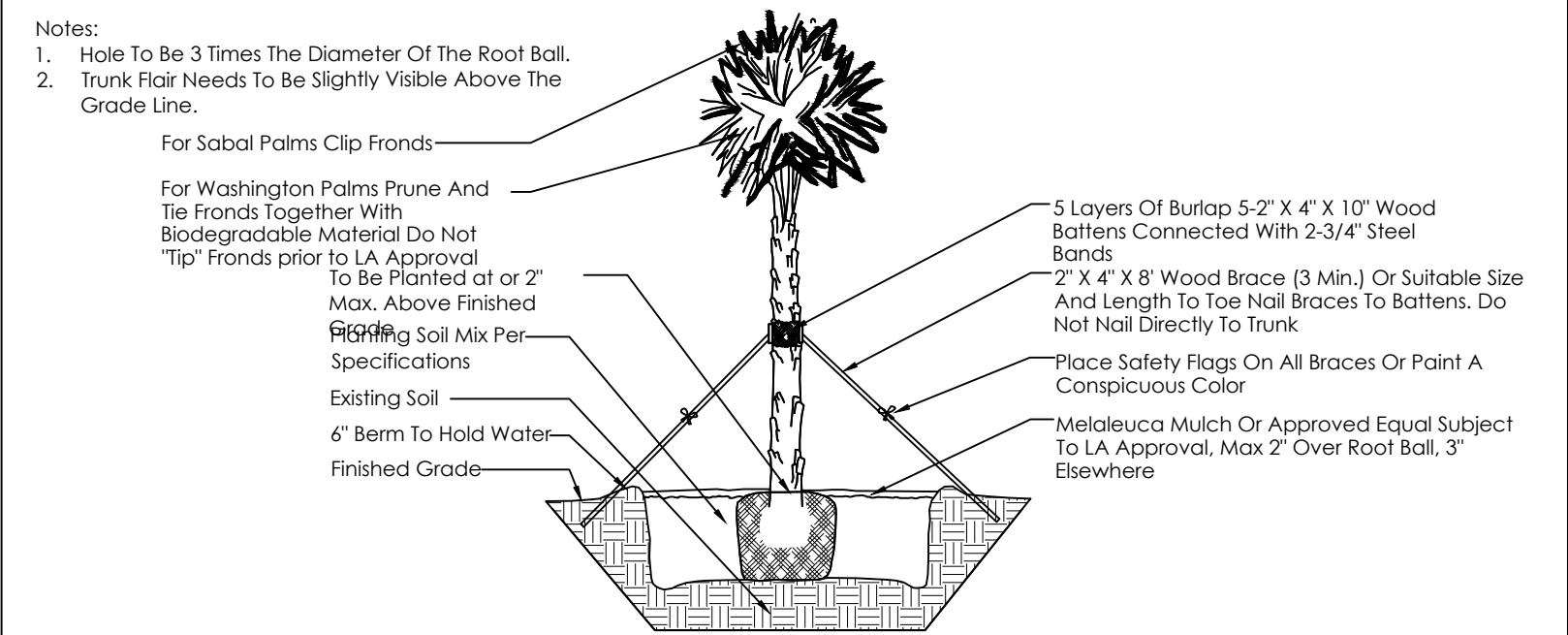


MULTI-TRUNK TREE PLANTING DETAIL

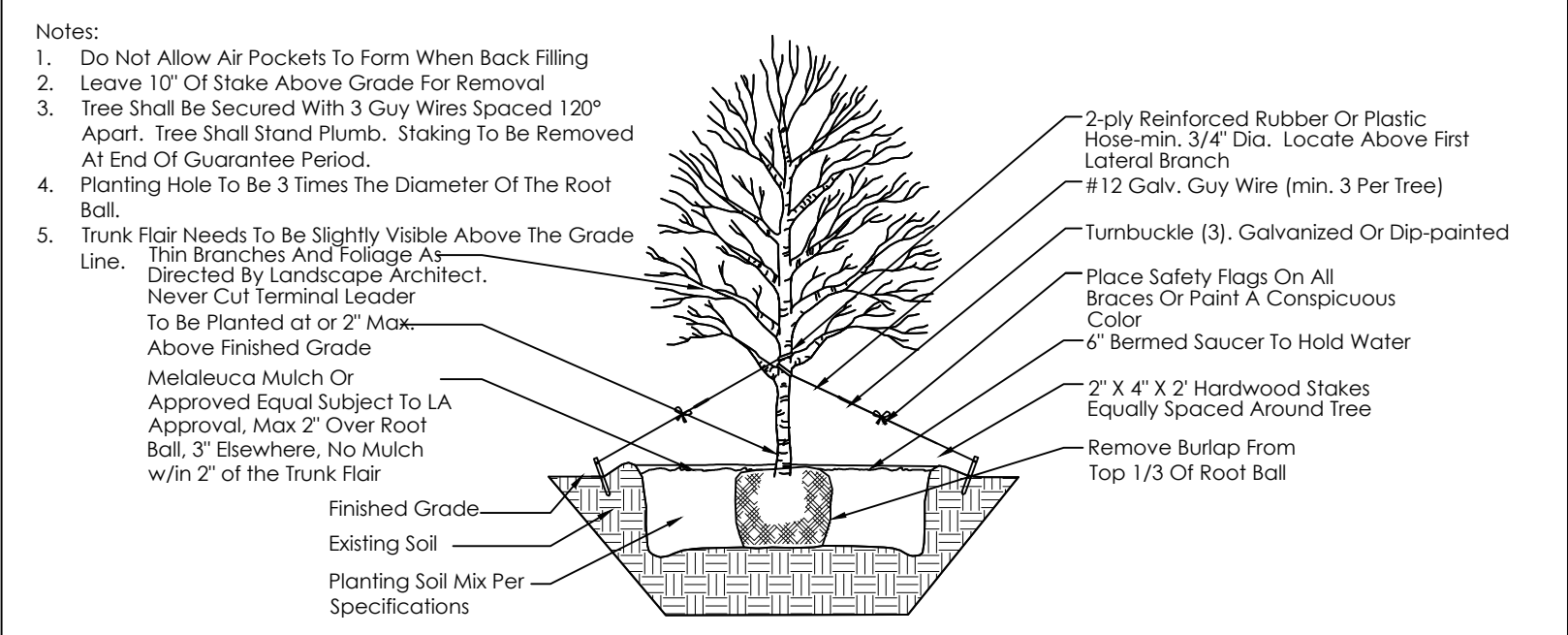


SHRUB AND GROUND COVER PLANTING DETAIL

Transplant Details



PALM PLANTING DETAIL



TREE PLANTING DETAIL



**SCHMIDT
NICHOLS**

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING

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2833 S Congress Avenue

Village of Palm Springs, Florida

Date:	03/10/23
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AREA LIGHTING

FORM AND FUNCTION

- Sleek, low profile housing
- Spec grade performance
- Engineered for optimum thermal management
- Low depreciation rate
- Reduces energy consumption and costs up to 65%
- Exceeds IES foot candle levels utilizing the least number of poles and fixtures per project
- Optical system designed for:
 - Parking Lots
 - Auto Dealerships
 - General Area Lighting

CONSTRUCTION

- Die Cast Aluminum
- External cooling fins
- Corrosion resistant external hardware
- One-piece silicone gasket ensures IP-65 seal for electronics compartment
- One-piece Optics Plate™ mounting silicone Micro Optics
- Two-piece silicone Micro Optic system ensures IP-67 level seal around each PCB
- Grade 2 Clear Anodized Optics Plate™ standard

FINISH

- 3-5 mils electrostatic powder coat.
- NLS' standard high-quality finishes prevent corrosion protects against and extreme environmental conditions

WARRANTY

Five-year limited warranty for drivers and LEDs.



NV-1 with DPS3

LISTINGS

- Certified to UL 1598
- UL 8750
- CSA C22.2 No. 250.0
- DesignLights Consortium® (DLC)
- DesignLights Consortium Premium® (DLC P)
- IP65/ IP67 Rated
- 3G Vibration Rated per ANSI C136.31-2010



LED WATTAGE CHART

	16L	32L	48L	64L
350 milliamps	18w	-	-	-
530 milliamps	28w	-	-	-
700 milliamps	36w	71w	104w	136w
1050 milliamps	56w	106w	156w	205w

Project Name:

Type:

Cat#	Light Dist.	# of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Options
NV-1 (NV-1)	Type 2 (T2)	16 (16L)	350 (35)	2700K, 80 CRI (27K8) ①	120-277 (UNV)	Direct Pole 3" Arm Single, D180 (DPS3) ②	Bronze Textured (BRZ)	Bird Spikes (BS) Marine Grade Finish (MGF) Optic Plate Painted to Match Fixture (OPP)
	Type 3 (T3)	32 (32L)	530 (53)	3000K, 70 CRI (30K7)	347-480 (HV)	Direct Pole 7" Arm D180, D90, T90, T120, Quad (DPS7) ②	White Textured (WHT)	Nema 7-Pin Receptacle (PET) Photocell + Receptacle (PCR)
	Type 4 (T4)	48 (48L)	700 (7)	3000K, 80 CRI (30K8) ①		Knuckle Mount (KM)	Smooth White Gloss (SWT)	Receptacle + Shorting Cap (PER) FSP-211 with Motion Sensor (FSP-20) ④ 9'-20" Heights (FSP-40) ④ 21'-40" Heights
	Type 5 (T5)	64 (64L)	1050 (1)	3500K, 80 CRI (35K8)		Wall Mount (WM)	Silver (SVR)	Quick Mount Bracket (QMB) Retrofit Mount Bracket (RQMB)
	Nema 2 24" Narrow Beam (N2)			4000K, 70 CRI (40K7)		Trunnion Mount (TM) ③	Black Textured (BLK)	Round Pole Adaptor 3"- 4" Pole (RPA4) Round Pole Adaptor 5"- 6" Pole (RPA5)
	Nema 3 30" Narrow Beam (N3)			4000K, 80 CRI (40K8) ①		Tennis Arm (TA)	Smooth Black Gloss (SBK)	Rotated Optic Left (ROL) Rotated Optic Right (ROR)
				5000K, 70 CRI (50K7)		Mast Arm (MA)	Graphite Textured (GPH)	Automotive House Side Shield (AHS)
				5000K, 80 CRI (50K8) ①			Grey Textured (GRY)	House Side Shield (HSS) ⑤
							Custom (CS)	

Notes:

- ① Consult Factory for Lead Time. Consult Factory for 90 CRI Requests.
- ② For Round Pole Specify RPA4 or RPA5
- ③ Standard finish is stainless steel. Can be painted to match fixture
- ④ Universal Voltage 120-277
- ⑤ HSS not applicable with Nema 2 and Nema 3 Optics

ELECTRICAL

- 120-277 Volts (UNV) or 347-480 Volts (HV)
- 0-10V dimming driver by Philips Advance
- Driver power factor at maximum load is $\geq .95$, THD maximum load is 15%
- All internal wiring UL certified for 600 VAC and 105°C
- All drivers, controls, and sensors housed in enclosed IP-65 compartment
- Lumileds Luxeon MX LED's
- CRI 70, 80 or 90
- Color temperatures: 2700K, 3000K, 3500K, 4000K, 5000K
- Surge Protection: 20KVA supplies as standard.

OPTIONS

- **BIRD SPIKES (BS)**—Offers effective and humane deterrent for larger bird species and provides cost-effective long-term solution to nuisance bird infestations and protect your property.
- **MARINE GRADE FINISH (MGF)**—A multi-step process creating protective finishing coat against harsh environments.
 - Chemically washed in a 5 stage cleaning system.
 - Pre-baked
 - Powder coated 3-5 mils of Zinc Rich Super Durable Polyester Primer.
 - 1-2 feet inside pole coverage top and bottom.
 - Oven Baked.
 - Finished Powder Coating of Super Durable Polyester Powder Coat 3-5 mil thickness.
- **SHIELDS (HSS, AHS)**—House Side Shield (HSS) is designed for full property line cut-off. Automotive House Side Shield (AHS) is a single-sided shield allowing partial cut-off on either side or front of luminaire.
- **ROUND POLE ADAPTER (RPA)**— When using round poles, specify Round Pole Adapter (RPA). Specify RPA4 when installing on 3"-4" round poles, and RPA5 when installing on 5"-6" round poles.

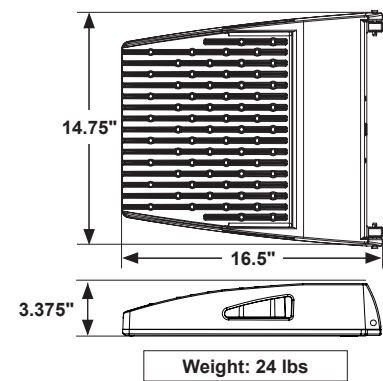
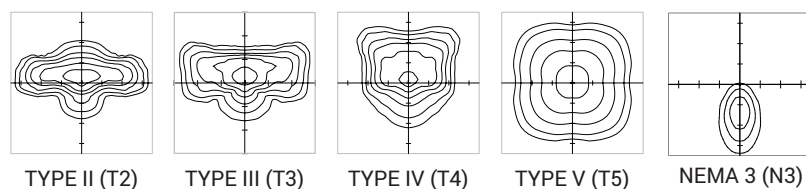
CONTROLS

- **FSP-211 (FSP-X)**—Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution.
 - All control parameters adjustable via wireless configuration remote storing and transmitting sensor profiles.
 - FSP-20 mounting heights 9-20 feet
 - FSP-40 mounting heights 21-40 feet.
 - Includes 5 dimming event cycles, 0-10V dimming with motion sensing, reprogrammable in the field.
- **NEMA 7-PIN RECEPTACLE (PE7)**—An ANSI C136.41-2013 receptacle provides electrical and mechanical interconnection between photo control cell and luminaire. Dimming receptacle available two or four dimming contacts supports 0-10 VDC dimming methods or Digital Addressable Lighting Interface (DALI), providing reliable power interconnect.

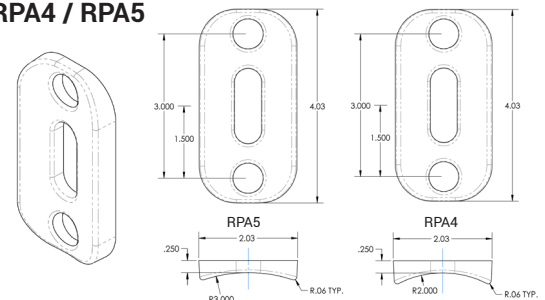
OPTICS

Silicone optics high photothermal stability and light output provides higher powered LEDs with minimized lumen depreciation LED life. UV and thermal stability with scratch resistance increases exterior application durability.

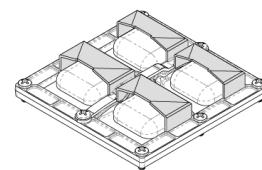
- IES Types



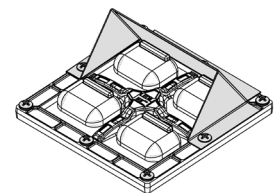
RPA4 / RPA5



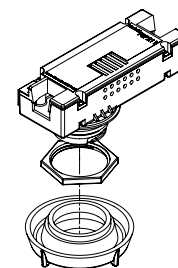
HOUSE SIDE SHIELD



AUTOMOTIVE HOUSE SIDE SHIELD



FSP-211



LUMENS

PART NUMBER	N3	LM/W	T2	LM/W	DLC	T3	LM/W	DLC	T3 HSS	LM/W	T4	LM/W	DLC	T4 AHS	LM/W	T4 HSS	LM/W	T5	LM/W	DLC	W
NV-1-16L-35-30K	2016	112	2106	117	P	2106	117	P	1134	63	2187	116	P	1296	72	1116	62	2231	118	P	18
NV-1-16L-35-40K	2088	116	2268	126	P	2286	127	P	1206	67	2250	125	P	1368	76	1188	66	2304	128	P	18
NV-1-16L-35-50K	2160	120	2376	132	P	2394	133	P	1278	71	2358	131	P	1440	80	1260	70	2412	134	P	18
NV-1-16L-53-30K	3136	112	3192	114	P	3220	115	P	1764	63	3119	113	P	2016	72	1736	62	3248	116	P	28
NV-1-16L-53-40K	3248	116	3472	124	P	3472	124	P	1876	67	3444	123	P	2128	76	1848	66	3500	125	P	28
NV-1-16L-53-50K	3360	120	3612	129	P	3640	130	P	1988	71	3584	128	P	2240	80	1960	70	3668	131	P	28
NV-1-16L-7-30K	4032	112	3960	110	P	3960	110	P	2268	63	3973	109	P	2592	72	2232	62	3996	111	P	36
NV-1-16L-7-40K	4176	116	4428	123	P	4284	119	P	2412	67	4212	117	P	2736	76	2376	66	4320	120	P	36
NV-1-16L-7-50K	4320	120	4644	129	P	4500	125	P	2556	71	4428	123	P	2880	80	2520	70	4500	125	P	36
NV-1-16L-1-30K	6272	112	6160	110	S	6384	114	P	3528	63	6232	112	P	4032	72	3472	62	6440	115	P	56
NV-1-16L-1-40K	6496	116	6832	122	P	6888	123	P	3752	67	6776	121	P	4256	76	3696	66	6944	124	P	56
NV-1-16L-1-50K	6720	120	7168	128	P	7224	129	P	3976	71	7112	127	P	4480	80	3920	70	7280	130	P	56
NV-1-32L-7-30K	7952	112	7810	110	S	7810	110	S	4473	63	7739	109	S	5112	72	4402	62	7881	111	S	71
NV-1-32L-7-40K	8236	116	9017	127	P	8449	119	P	4757	67	8307	117	P	5396	76	4686	66	8520	120	P	71
NV-1-32L-7-50K	8520	120	9159	129	P	8875	125	P	5041	71	8733	123	P	5680	80	4970	70	8946	126	P	71
NV-1-32L-1-30K	11872	112	11660	110	S	12084	114	S	6678	63	11820	112	S	7632	72	6572	62	12190	115	S	106
NV-1-32L-1-40K	12296	116	12932	122	P	13038	123	P	7102	67	12826	121	P	8056	76	6996	66	13144	124	P	106
NV-1-32L-1-50K	12720	120	13568	128	P	13674	129	P	7526	71	13462	127	P	8480	80	7420	70	13780	130	P	106
NV-1-48L-7-30K	11648	112	11440	110	S	11440	110	S	6552	63	11336	109	S	7488	72	6448	62	11544	111	S	104
NV-1-48L-7-40K	12064	116	13208	127	P	12376	119	P	6968	67	12168	117	P	7904	76	6864	66	12480	120	P	104
NV-1-48L-7-50K	12480	120	13520	130	P	13000	125	P	7384	71	12792	123	P	8320	80	7280	70	13104	126	P	104
NV-1-48L-1-30K	17472	112	17160	110	S	17784	114	S	9828	63	17472	112	S	11232	72	9672	62	17940	115	S	156
NV-1-48L-1-40K	18096	116	19032	122	P	19188	123	P	10452	67	18876	121	P	11856	76	10296	66	19344	124	P	156
NV-1-48L-1-50K	18720	120	19968	128	P	20124	129	P	11076	71	19812	127	P	12480	80	10920	70	20280	130	P	156
NV-1-64L-7-30K	15232	112	14960	110	S	14960	110	S	8568	63	14824	109	S	9792	72	8432	62	15096	111	S	136
NV-1-64L-7-40K	15776	116	17272	127	P	16184	119	P	9112	67	15912	117	P	10336	76	8976	66	16320	120	P	136
NV-1-64L-7-50K	16320	120	17680	130	P	17000	125	P	9656	71	16728	123	P	10880	80	9520	70	17136	126	P	136
NV-1-64L-1-30K	22960	112	22550	110	S	23370	114	S	12915	63	22960	112	S	14760	72	12710	62	23575	115	S	205
NV-1-64L-1-40K	23780	116	25010	122	P	25215	123	P	13735	67	24805	121	P	15580	76	13530	66	25420	124	P	205
NV-1-64L-1-50K	24600	120	26240	128	P	26445	129	P	14555	71	26035	127	P	16400	80	14350	70	26650	130	P	205

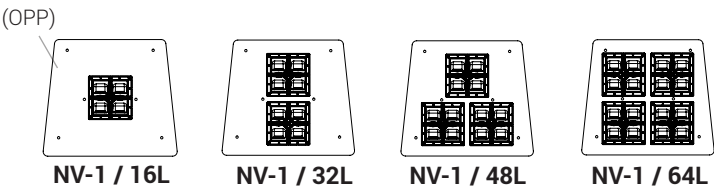
*DLC S= Standard  P= Premium 

BUG RATINGS

PART NUMBER	T2	T3	T3 HSS	T4	T4 HSS	T5
NV-1-16L-35-30K	B1-U0-G1	B1-U0-G1	B0-U0-G0	B1-U0-G1	B0-U0-G0	B2-U0-G0
NV-1-16L-35-40K	B1-U0-G1	B1-U0-G1	B0-U0-G0	B1-U0-G1	B0-U0-G0	B2-U0-G0
NV-1-16L-35-50K	B1-U0-G1	B1-U0-G1	B0-U0-G0	B1-U0-G1	B0-U0-G0	B2-U0-G2
NV-1-16L-53-30K	B1-U0-G1	B1-U0-G1	B0-U0-G1	B1-U0-G1	B0-U0-G1	B2-U0-G1
NV-1-16L-53-40K	B1-U0-G1	B1-U0-G1	B0-U0-G1	B1-U0-G1	B0-U0-G1	B2-U0-G1
NV-1-16L-53-50K	B1-U0-G1	B1-U0-G1	B0-U0-G1	B1-U0-G1	B0-U0-G1	B2-U0-G1
NV-1-16L-7-30K	B1-U0-G1	B1-U0-G1	B0-U0-G1	B1-U0-G1	B0-U0-G1	B3-U0-G1
NV-1-16L-7-40K	B1-U0-G1	B1-U0-G1	B0-U0-G1	B1-U0-G1	B0-U0-G1	B3-U0-G1
NV-1-16L-7-50K	B1-U0-G1	B1-U0-G1	B0-U0-G1	B1-U0-G1	B0-U0-G1	B3-U0-G1
NV-1-16L-1-30K	B1-U0-G1	B1-U0-G1	B0-U0-G1	B1-U0-G1	B0-U0-G1	B3-U0-G1
NV-1-16L-1-40K	B1-U0-G1	B2-U0-G2	B0-U0-G1	B2-U0-G2	B0-U0-G1	B3-U0-G2
NV-1-16L-1-50K	B1-U0-G2	B2-U0-G2	B0-U0-G1	B2-U0-G2	B0-U0-G1	B3-U0-G2
NV-1-32L-7-30K	B1-U0-G2	B2-U0-G2	B0-U0-G1	B2-U0-G2	B0-U0-G1	B3-U0-G2
NV-1-32L-7-40K	B1-U0-G2	B2-U0-G2	B0-U0-G1	B2-U0-G2	B0-U0-G2	B3-U0-G2
NV-1-32L-7-50K	B2-U0-G2	B2-U0-G2	B0-U0-G2	B2-U0-G2	B0-U0-G2	B3-U0-G2
NV-1-32L-1-30K	B2-U0-G2	B2-U0-G2	B0-U0-G2	B2-U0-G2	B0-U0-G2	B4-U0-G2
NV-1-32L-1-40K	B2-U0-G2	B2-U0-G2	B0-U0-G2	B3-U0-G2	B0-U0-G2	B4-U0-G2
NV-1-32L-1-50K	B2-U0-G2	B3-U0-G3	B0-U0-G2	B3-U0-G3	B0-U0-G2	B4-U0-G2
NV-1-48L-7-30K	B2-U0-G2	B2-U0-G2	B0-U0-G2	B2-U0-G2	B0-U0-G2	B4-U0-G2
NV-1-48L-7-40K	B2-U0-G2	B2-U0-G2	B0-U0-G2	B2-U0-G2	B0-U0-G2	B4-U0-G2
NV-1-48L-7-50K	B2-U0-G2	B3-U0-G3	B0-U0-G2	B2-U0-G2	B0-U0-G2	B4-U0-G2
NV-1-48L-1-30K	B3-U0-G3	B3-U0-G3	B1-U0-G2	B3-U0-G3	B1-U0-G2	B4-U0-G2
NV-1-48L-1-40K	B3-U0-G3	B3-U0-G3	B1-U0-G2	B3-U0-G3	B1-U0-G2	B5-U0-G3
NV-1-48L-1-50K	B3-U0-G3	B3-U0-G3	B1-U0-G2	B3-U0-G3	B1-U0-G2	B5-U0-G3
NV-1-64L-7-30K	B2-U0-G2	B3-U0-G3	B0-U0-G2	B3-U0-G3	B1-U0-G2	B4-U0-G2
NV-1-64L-7-40K	B3-U0-G3	B3-U0-G3	B0-U0-G2	B3-U0-G3	B1-U0-G2	B4-U0-G2
NV-1-64L-7-50K	B3-U0-G3	B3-U0-G3	B1-U0-G2	B3-U0-G3	B1-U0-G2	B4-U0-G2
NV-1-64L-1-30K	B3-U0-G3	B3-U0-G3	B1-U0-G2	B3-U0-G3	B1-U0-G3	B5-U0-G3
NV-1-64L-1-40K	B3-U0-G3	B3-U0-G3	B1-U0-G3	B3-U0-G4	B1-U0-G3	B5-U0-G3
NV-1-64L-1-50K	B3-U0-G3	B3-U0-G3	B1-U0-G3	B3-U0-G4	B1-U0-G3	B5-U0-G3

OPTICAL CONFIGURATIONS

Rotatable Optics (ROR) Rotated Right, (ROL) Rotated Left options available. Optics field and factory rotatable.



*** OPTIC PLATE PAINTED TO MATCH FIXTURE FINISH (OPP)**– Optic Plate standard clear anodized, Grade 2. When (OPP) specified, Optic Plate finish will match fixture finish.

EPA

EPA	SGL	D90	D180	T90	T120	QD
NV-1-DP3	0.46		0.92			
NV-1-DP7		1.14	1.05	1.34	1.37	1.34
NV-1-KM	0.54	N/A	1.08	N/A	N/A	N/A
NV-1-ASA	0.75	1.29	1.50	1.99	2.05	1.99

Lumen Maintenance Data							
Ambient Temperature	Drive Current	L90 Hours*	L70 Hours**	30,000 Hours*	50,000 Hours*	60,000 Hours*	100,000 Hours**
25°C	Up to 700mA	58,000	173,000	95.7%	91.6%	89.6%	82.1%
	1050mA	48,000	143,000	94.3%	89.5%	87.2%	78.5%
*Reported extrapolations per IESNA TM-21				**Projected extrapolations per IESNA TM-21			

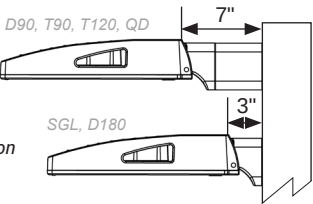
DPX ARM LENGTH

DPX ARM LENGTH	SGL	D90	D180	D180	T90	T120	QD
NV-1	3"	7"	3"	7"	7"	7"	7"

MOUNTING OPTIONS

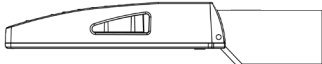
DIRECT POLE (DP)

Standard mounting arm is extruded aluminum in lengths of 3" and 7".
**Arm lengths may vary depending on configuration*



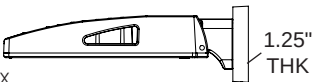
TENNIS ARM (TA)

Steel fitter slips over 3.5" x 1.5" rectangular arm.
**See Tennis Arm Spec Sheet for details*



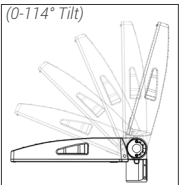
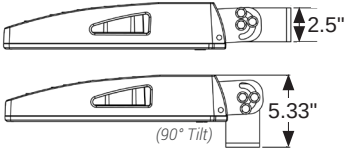
WALL MOUNT (WM)

Cast Aluminum Plate for direct wall mount. 3" extruded aluminum arm mounts directly to a cast wall mount box.



TRUNNION MOUNT (TM)

Steel, bolt-on-mounting for adjustable installation with a maximum uplift of 90 degrees.
**Unpainted stainless steel is standard*



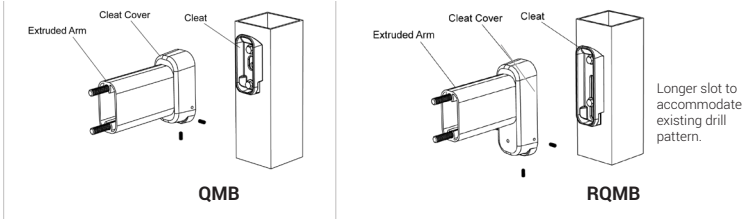
KNUCKLE MOUNT (KM)

Die Cast Knuckle great for adjustable installation on 2-3/8" OD vertical or horizontal tenon.

- Max Up-tilt of 90 degrees
- Adjustable in 6 degree increments
- 1.5G Vibration Rated per ANSI C136.31-2010

OPTIONAL

Optional Cast Aluminum Bracket, **Quick Mount Bracket (QMB)** and **Retrofit Quick Mount Bracket (RQMB)**, designed for quick mounting on Direct Square or Round Poles. Cleat mounts directly to pole for easily hung fixtures.



HIGH PERFORMANCE FULL CUT OFF WALL PACK

FORM AND FUNCTION

- Sleek, low profile housing
- Spec grade performance
- Engineered for optimum thermal management
- Reduces energy consumption and costs up to 65%

CONSTRUCTION

- Die Cast Aluminum
- Internal cooling fins
- Corrosion resistant external hardware
- One-piece silicone gasket ensures IP65 seal for electronics compartment
- Two-piece silicone Micro Optic system ensures IP67 level seal around each PCB
- Silicone Micro Optics: Recessed, full cutoff and non-yellowing
- Dark Sky Compliant

FINISH

- 3-5 mils electrostatic powder coat.
- NLS' standard high-quality finishes prevent corrosion protects against and extreme environmental conditions

WARRANTY

Five-year standard warranty



LISTINGS

- Certified to UL 1598
- UL 8750
- CSA C22.2 No. 250.0
- DesignLights Consortium® (DLC)
- DesignLights Consortium Premium® (DLCP)
- IP65 / IP67 Rated
- IK10 Compliant



LED WATTAGE CHART

	16L	32L
350 milliamps	19w	-
530 milliamps	29w	-
700 milliamps	37w	71w
1000 milliamps	-	100w
1050 milliamps	56w	

Project Name:

Type:

Cat#	Light Dist.	# of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Options	Options
NV-W (NV-W)	Type 2 (T2)	16 (16L)	350 (35)	2700K, 80 CRI (27K8) ①	120-277 (UNV)	Wall Mount (WM)	Bronze Textured (BRZ)	Marine Grade Finish (MGF)	FSP-211 with Motion Sensor (FSP-8) ④
	Type 3 (T3)	32 (32L)	530 (53)	3000K, 70 CRI (30K7)	347-480 (HV)		White Textured (WHT)	Vanity Plate 16" SQ (VP16)	*8' Heights and below (FSP-20) ④
	Type 4 (T4)		700 (7)	3000K, 80 CRI (30K8) ①			Smooth White Gloss (SWT)	Housing Extension (HE) ②	*9'-20' Heights (FSP-20) ④
			1000 (1A) ⑤	3500K, 80 CRI (35K8)			Silver (SVR)	Surge Protector (20KA)	Nema 7-Pin Receptacle (PET) ③
			1050 (1) ⑥	4000K, 70 CRI (40K7)			Black Textured (BLK)		Button Photo Cell (PC) ④
				4000K, 80 CRI (40K8) ①			Smooth Black Gloss (SBK)		Emergency Battery 4w 516-564 Lumens (EM4) ④ ⑤
				5000K, 70 CRI (50K7)			Graphite Textured (GPH)		Emergency Battery 8w 1032-1128 Lumens (EM8) ④ ⑤
				5000K, 80 CRI (50K8) ①			Grey Textured (GRY)		Emergency Battery 18w 2064-2256 Lumens (EM16) ④ ⑤
							Custom (CS)		Emergency Cold Pk Battery 14w 1806-1974 Lumens (EMCP) ④ ⑤

Notes:

- ① Consult Factory for Lead Time. Consult Factory for 90 CRI Requests.
- ② To match EM Extension Box
- ③ Requires Deep Back Box
- ④ Universal Voltage 120-277
- ⑤ All Emergency Battery Options Certified CA Title 20
- ⑥ (1A) 32L only
- ⑦ (1) 16L only

ELECTRICAL

- 120-277 Volts (UNV) or 347-480 Volts (HV)
- 0-10V dimming driver by Philips Advance
- Driver power factor at maximum load is $\geq .95$, THD maximum load is 15%
- All internal wiring UL certified for 600 VAC and 105°C
- All drivers, controls, and sensors housed in enclosed IP65 compartment
- Lumileds Luxeon MX LED's
- CRI 70, 80 or 90
- Color temperatures: 2700K, 3000K, 3500K, 4000K, 5000K
- Surge Protection: 20KA is available as an option

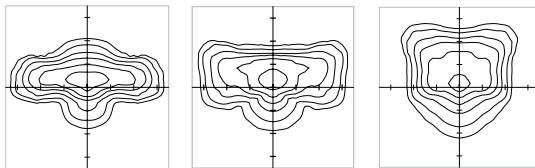
OPTIONS

- **MARINE GRADE FINISH (MGF)**—A multi-step process creating protective finishing coat against harsh environments.
 - Chemically washed in a 5 stage cleaning system.
 - Pre-baked
 - Powder coated 3-5 mils of Zinc Rich Super Durable Polyester Primer.
 - 1-2 feet inside pole coverage top and bottom.
 - Oven Baked.
 - Finished Powder Coating of Super Durable Polyester Powder Coat 3-5 mil thickness.
- **VANITY PLATE (VP)**—The Vanity Plate was designed to cover the un-sightly remains on a wall where a larger HID wallpack was removed. The Vanity Plate will be painted to match the finish of the NV-W, custom finishes are available, please consult factory. The standard Vanity Plate is 16" x 16".
- **NEMA 7-PIN RECEPTACLE (PE7)**—An ANSI C136.41-2013 receptacle provides electrical and mechanical interconnection between photo control cell and luminaire. Dimming receptacle available two or four dimming contacts supports 0-10 VDC dimming methods or Digital Addressable Lighting Interface (DALI), providing reliable power interconnect.
- **EMERGENCY BATTERY OPERATION**— The emergency battery backup is integral to the NV-W. All emergency backup configurations include a standalone secondary driver with integral relay to detect power loss. This meets NFPA 70/NEC 2008. The emergency battery will power the NV-W for 90 minutes once power is lost. Emergency battery pack are of LiFeP04 batteries. (EMCP) Emergency Cold Pack Batteries are rated for -20°C to 50°C.

OPTICS

Silicone optics high photothermal stability and light output provides higher powered LEDs with minimized lumen depreciation LED life. UV and thermal stability with scratch resistance increases exterior application durability.

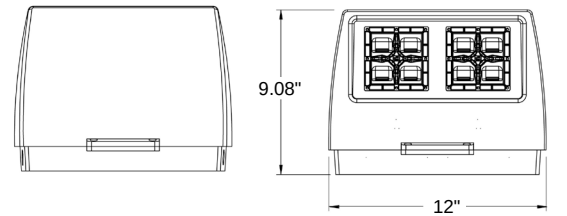
- IES Types



TYPE II (T2)

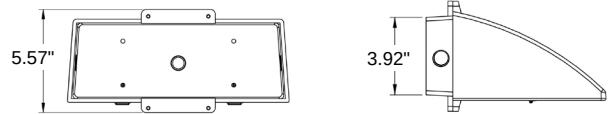
TYPE III (T3)

TYPE IV (T4)



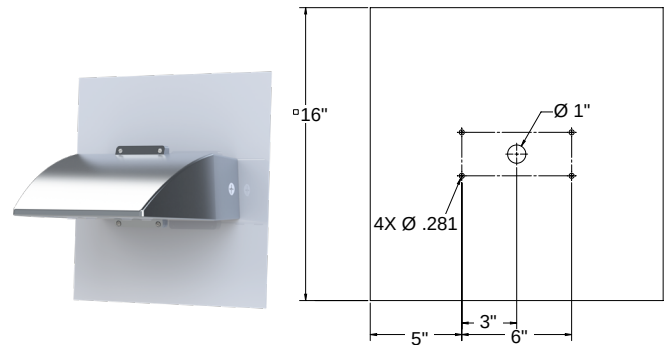
TOP VIEW

BOTTOM VIEW

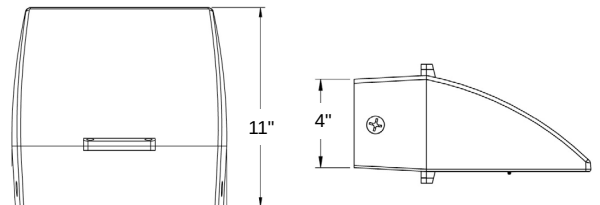


Weight: 9.1 lbs

VANITY PLATE (VP)



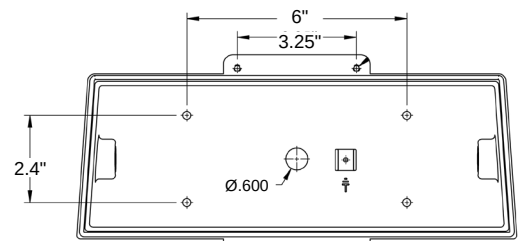
EMERGENCY BATTERY AND 7-PIN EXTENSION BOX DIMENSIONS



TOP VIEW

Weight: 13.3 lbs

MOUNTING HOLE



* 3 Conduit access points on either side or center back.

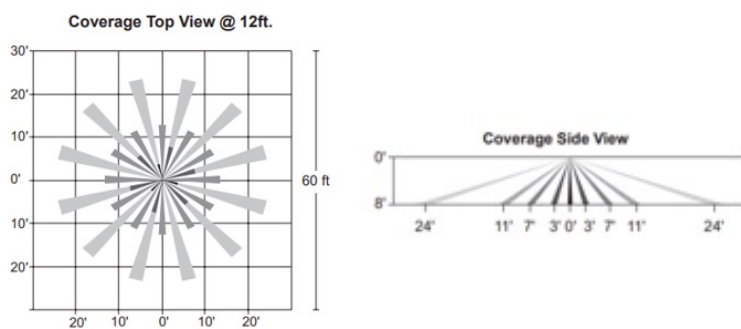
MOTION SENSOR PLACEMENT



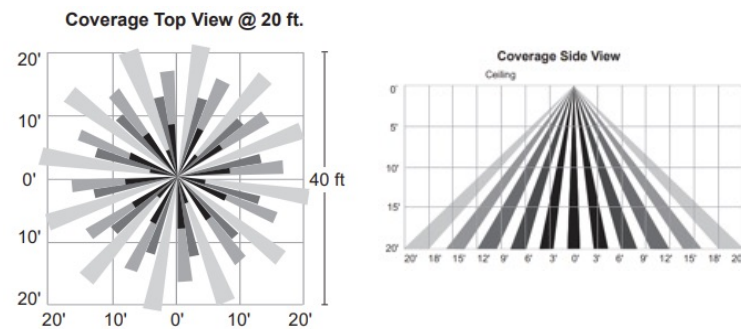
CONTROLS

- **DIMMING CONTROL (FSP)**—Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution.
 - All control parameters adjustable via wireless configuration remote storing and transmitting sensor profiles.
 - FSP-8 mounting heights 8 feet and below
 - FSP-20 mounting heights 9-20 feet
 - Includes 5 dimming event cycles, 0-10V dimming with motion sensing, reprogrammable in the field.

FSP-8



FSP-20



LUMENS

PART NUMBER	T2	LM/W	T3	LM/W	T4	LM/W	WATTS
NV-W 16L-35-30K7	2470	130	2499	132	2470	130	19
NV-W 16L-35-40K7	2618	138	2648	139	2618	138	19
NV-W 16L-35-50K7	2618	138	2648	139	2618	138	19
NV-W 16L-53-30K7	3544	122	3579	123	3544	122	29
NV-W 16L-53-40K7	3756	130	3794	131	3756	130	29
NV-W 16L-53-50K7	3756	130	3794	131	3756	130	29
NV-W 16L-7-30K7	4388	119	4432	120	4388	119	37
NV-W 16L-7-40K7	4651	126	4698	127	4651	126	37
NV-W 16L-7-50K7	4651	126	4698	127	4651	126	37
NV-W 16L-1-30K7	5970	107	6029	108	5970	107	56
NV-W 16L-1-40K7	6328	113	6391	114	6328	113	56
NV-W 16L-1-50K7	6328	113	6391	114	6328	113	56
NV-W 32L-7-30K7	9010	127	9100	128	9010	127	71
NV-W 32L-7-40K7	9550	135	9646	136	9550	135	71
NV-W 32L-7-50K7	9550	135	9646	136	9550	135	71
NV-W 32L-1A-30K7	10871	109	10983	110	10871	109	100
NV-W 32L-1A-40K7	11426	114	11544	115	11426	114	100
NV-W 32L-1A-50K7	11426	114	11544	115	11426	114	100

BUG RATINGS

PART NUMBER	T2	T3	T4	WATTS
NV-W-16L-35-30K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	19
NV-W-16L-35-40K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	19
NV-W-16L-35-50K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	19
NV-W-16L-53-30K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	29
NV-W-16L-53-40K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	29
NV-W-16L-53-50K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	29
NV-W-16L-7-30K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	37
NV-W-16L-7-40K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	37
NV-W-16L-7-50K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	37
NV-W-16L-1-30K7	B1-U0-G1	B1-U0-G2	B1-U0-G2	56
NV-W-16L-1-40K7	B1-U0-G1	B1-U0-G2	B1-U0-G2	56
NV-W-16L-1-50K7	B1-U0-G1	B1-U0-G2	B1-U0-G2	56
NV-W-32L-7-30K7	B1-U0-G2	B2-U0-G2	B2-U0-G2	71
NV-W-32L-7-40K7	B1-U0-G2	B2-U0-G2	B2-U0-G2	71
NV-W-32L-7-50K7	B1-U0-G2	B2-U0-G2	B2-U0-G2	71
NV-W 32L-1A-30K7	B2-U0-G2	B2-U0-G2	B2-U0-G2	100
NV-W 32L-1A-40K7	B2-U0-G2	B2-U0-G2	B2-U0-G2	100
NV-W 32L-1A-50K7	B2-U0-G2	B2-U0-G2	B2-U0-G2	100

EMERGENCY BATTERY BACK-UP LUMENS

PART NUMBER	T2	LM/W	T3	LM/W	T4	LM/W	WATTS
EM4-30K7	520	130	524	131	516	129	4
EM4-40K7	544	136	548	137	540	135	4
EM4-50K7	560	140	564	141	556	139	4
EM8-30K7	1040	130	1048	131	1032	129	8
EM8-40K7	1088	136	1096	137	1080	135	8
EM8-50K7	1120	140	1128	141	1112	139	8
EM16-30K7	2080	130	2096	131	2064	129	16
EM16-40K7	2176	136	2192	137	2160	135	16
EM16-50K7	2240	140	2256	141	2224	139	16
EMCP-30K7	1820	130	1834	131	1806	129	14
EMCP-40K7	1904	136	1918	137	1890	135	14
EMCP-50K7	1960	140	1974	141	1946	139	14

Lumen Maintenance Data

Ambient Temperature	Drive Current	L90 Hours*	L70 Hours**	30,000 Hours*	50,000 Hours*	60,000 Hours*	100,000 Hours**
25°C	Up to 700mA	58,000	173,000	95.7%	91.6%	89.6%	82.1%
	1050mA	48,000	143,000	94.3%	89.5%	87.2%	78.5%
*Reported extrapolations per IESNA TM-21				**Projected extrapolations per IESNA TM-21			



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FORM AND FUNCTION

- Sleek, low profile housing
- Spec grade performance
- Engineered for optimum thermal management
- Reduces energy consumption and costs up to 65%

CONSTRUCTION

- Die Cast Aluminum
- Internal cooling fins
- Corrosion resistant external hardware
- One-piece silicone gasket ensures IP65 seal for electronics compartment
- Two-piece silicone Micro Optic system ensures IP67 level seal around each PCB
- Silicone Micro Optics: Recessed, full cutoff and non-yellowing
- Dark Sky Compliant

FINISH

- 3-5 mils electrostatic powder coat.
- NLS' standard high-quality finishes prevent corrosion protects against and extreme environmental conditions

WARRANTY

Five-year standard warranty



LISTINGS

- Certified to UL 1598
- UL 8750
- CSA C22.2 No. 250.0
- DesignLights Consortium® (DLC)
- DesignLights Consortium Premium® (DLCP)
- IP65 / IP67 Rated
- IK10 Compliant



LED WATTAGE CHART

	16L	32L
350 milliamps	19w	-
530 milliamps	29w	-
700 milliamps	37w	71w
1000 milliamps	-	100w
1050 milliamps	56w	

Project Name:

Type:

Cat#	Light Dist.	# of LEDs	Milliamps	Kelvin	Volts	Mounting	Color	Options	Options
NV-W (NV-W)	Type 2 (T2)	16 (16L)	350 (35)	2700K, 80 CRI (27K8) ①	120-277 (UNV)	Wall Mount (WM)	Bronze Textured (BRZ)	Marine Grade Finish (MGF)	FSP-211 with Motion Sensor (FSP-8) ④
	Type 3 (T3)	32 (32L)	530 (53)	3000K, 70 CRI (30K7)	347-480 (HV)		White Textured (WHT)	Vanity Plate 16" SQ (VP16)	*8" Heights and below (FSP-20) ④
	Type 4 (T4)		700 (7)	3000K, 80 CRI (30K8) ①			Smooth White Gloss (SWT)	Housing Extension (HE) ②	*9"-20" Heights (FSP-20) ④
			1000 (1A) ⑤	3500K, 80 CRI (35K8)			Silver (SVR)	Surge Protector (20KA)	Nema 7-Pin Receptacle (PET) ③
			1050 (1) ⑥	4000K, 70 CRI (40K7)			Black Textured (BLK)		Button Photo Cell (PC) ④
				4000K, 80 CRI (40K8) ①			Smooth Black Gloss (SBK)		Emergency Battery 4w 516-564 Lumens (EM4) ④ ⑤
				5000K, 70 CRI (50K7)			Graphite Textured (GPH)		Emergency Battery 8w 1032-1128 Lumens (EM8) ④ ⑤
				5000K, 80 CRI (50K8) ①			Grey Textured (GRY)		Emergency Battery 18w 2064-2256 Lumens (EM16) ④ ⑤
							Custom (CS)		Emergency Cold Pk Battery 14w 1806-1974 Lumens (EMCP) ④ ⑤

Notes:

- ① Consult Factory for Lead Time. Consult Factory for 90 CRI Requests.
- ② To match EM Extension Box
- ③ Requires Deep Back Box
- ④ Universal Voltage 120-277
- ⑤ All Emergency Battery Options Certified CA Title 20
- ⑥ (1A) 32L only
- ⑦ (1) 16L only

ELECTRICAL

- 120-277 Volts (UNV) or 347-480 Volts (HV)
- 0-10V dimming driver by Philips Advance
- Driver power factor at maximum load is $\geq .95$, THD maximum load is 15%
- All internal wiring UL certified for 600 VAC and 105°C
- All drivers, controls, and sensors housed in enclosed IP65 compartment
- Lumileds Luxeon MX LED's
- CRI 70, 80 or 90
- Color temperatures: 2700K, 3000K, 3500K, 4000K, 5000K
- Surge Protection: 20KA is available as an option

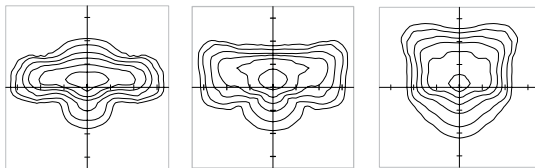
OPTIONS

- **MARINE GRADE FINISH (MGF)**—A multi-step process creating protective finishing coat against harsh environments.
 - Chemically washed in a 5 stage cleaning system.
 - Pre-baked
 - Powder coated 3-5 mils of Zinc Rich Super Durable Polyester Primer.
 - 1-2 feet inside pole coverage top and bottom.
 - Oven Baked.
 - Finished Powder Coating of Super Durable Polyester Powder Coat 3-5 mil thickness.
- **VANITY PLATE (VP)**—The Vanity Plate was designed to cover the un-sightly remains on a wall where a larger HID wallpack was removed. The Vanity Plate will be painted to match the finish of the NV-W, custom finishes are available, please consult factory. The standard Vanity Plate is 16" x 16".
- **NEMA 7-PIN RECEPTACLE (PE7)**—An ANSI C136.41-2013 receptacle provides electrical and mechanical interconnection between photo control cell and luminaire. Dimming receptacle available two or four dimming contacts supports 0-10 VDC dimming methods or Digital Addressable Lighting Interface (DALI), providing reliable power interconnect.
- **EMERGENCY BATTERY OPERATION**— The emergency battery backup is integral to the NV-W. All emergency backup configurations include a standalone secondary driver with integral relay to detect power loss. This meets NFPA 70/NEC 2008. The emergency battery will power the NV-W for 90 minutes once power is lost. Emergency battery pack are of LiFeP04 batteries. (EMCP) Emergency Cold Pack Batteries are rated for -20°C to 50°C.

OPTICS

Silicone optics high photothermal stability and light output provides higher powered LEDs with minimized lumen depreciation LED life. UV and thermal stability with scratch resistance increases exterior application durability.

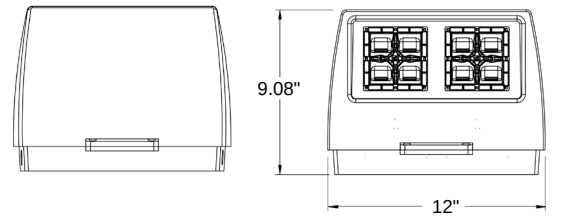
- IES Types



TYPE II (T2)

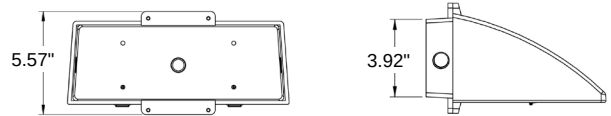
TYPE III (T3)

TYPE IV (T4)



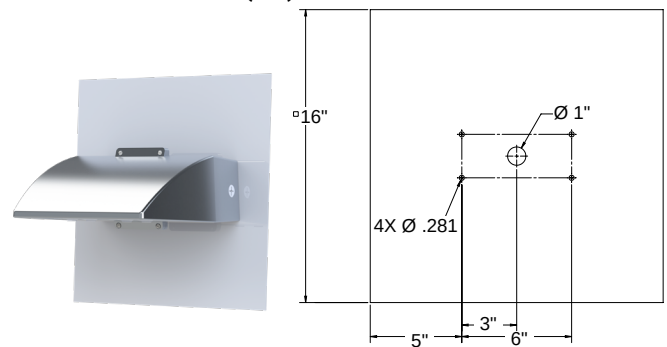
TOP VIEW

BOTTOM VIEW

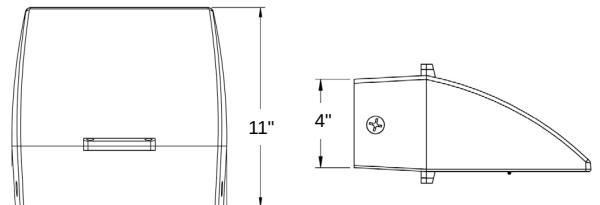


Weight: 9.1 lbs

VANITY PLATE (VP)



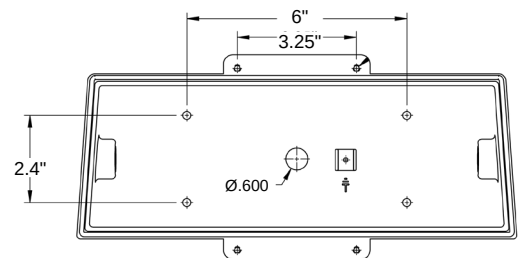
EMERGENCY BATTERY AND 7-PIN EXTENSION BOX DIMENSIONS



TOP VIEW

Weight: 13.3 lbs

MOUNTING HOLE



* 3 Conduit access points on either side or center back.

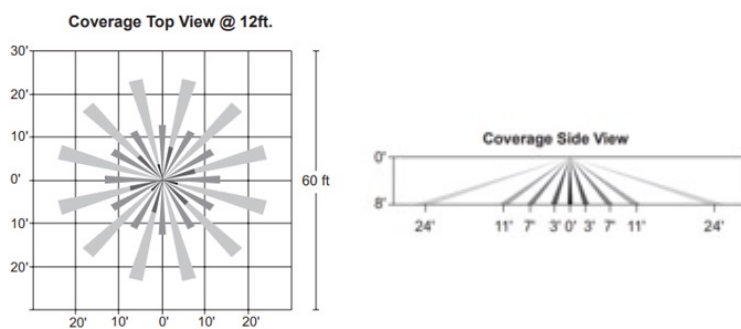
MOTION SENSOR PLACEMENT



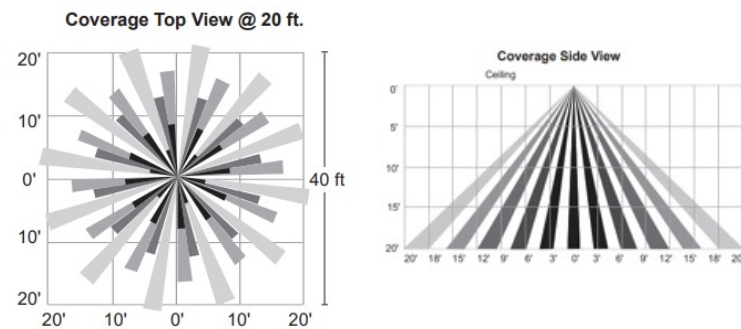
CONTROLS

- **DIMMING CONTROL (FSP)**—Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution.
 - All control parameters adjustable via wireless configuration remote storing and transmitting sensor profiles.
 - FSP-8 mounting heights 8 feet and below
 - FSP-20 mounting heights 9-20 feet
 - Includes 5 dimming event cycles, 0-10V dimming with motion sensing, reprogrammable in the field.

FSP-8



FSP-20



LUMENS

PART NUMBER	T2	LM/W	T3	LM/W	T4	LM/W	WATTS
NV-W 16L-35-30K7	2470	130	2499	132	2470	130	19
NV-W 16L-35-40K7	2618	138	2648	139	2618	138	19
NV-W 16L-35-50K7	2618	138	2648	139	2618	138	19
NV-W 16L-53-30K7	3544	122	3579	123	3544	122	29
NV-W 16L-53-40K7	3756	130	3794	131	3756	130	29
NV-W 16L-53-50K7	3756	130	3794	131	3756	130	29
NV-W 16L-7-30K7	4388	119	4432	120	4388	119	37
NV-W 16L-7-40K7	4651	126	4698	127	4651	126	37
NV-W 16L-7-50K7	4651	126	4698	127	4651	126	37
NV-W 16L-1-30K7	5970	107	6029	108	5970	107	56
NV-W 16L-1-40K7	6328	113	6391	114	6328	113	56
NV-W 16L-1-50K7	6328	113	6391	114	6328	113	56
NV-W 32L-7-30K7	9010	127	9100	128	9010	127	71
NV-W 32L-7-40K7	9550	135	9646	136	9550	135	71
NV-W 32L-7-50K7	9550	135	9646	136	9550	135	71
NV-W 32L-1A-30K7	10871	109	10983	110	10871	109	100
NV-W 32L-1A-40K7	11426	114	11544	115	11426	114	100
NV-W 32L-1A-50K7	11426	114	11544	115	11426	114	100

BUG RATINGS

PART NUMBER	T2	T3	T4	WATTS
NV-W-16L-35-30K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	19
NV-W-16L-35-40K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	19
NV-W-16L-35-50K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	19
NV-W-16L-53-30K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	29
NV-W-16L-53-40K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	29
NV-W-16L-53-50K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	29
NV-W-16L-7-30K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	37
NV-W-16L-7-40K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	37
NV-W-16L-7-50K7	B1-U0-G1	B1-U0-G1	B1-U0-G1	37
NV-W-16L-1-30K7	B1-U0-G1	B1-U0-G2	B1-U0-G2	56
NV-W-16L-1-40K7	B1-U0-G1	B1-U0-G2	B1-U0-G2	56
NV-W-16L-1-50K7	B1-U0-G1	B1-U0-G2	B1-U0-G2	56
NV-W-32L-7-30K7	B1-U0-G2	B2-U0-G2	B2-U0-G2	71
NV-W-32L-7-40K7	B1-U0-G2	B2-U0-G2	B2-U0-G2	71
NV-W-32L-7-50K7	B1-U0-G2	B2-U0-G2	B2-U0-G2	71
NV-W 32L-1A-30K7	B2-U0-G2	B2-U0-G2	B2-U0-G2	100
NV-W 32L-1A-40K7	B2-U0-G2	B2-U0-G2	B2-U0-G2	100
NV-W 32L-1A-50K7	B2-U0-G2	B2-U0-G2	B2-U0-G2	100

EMERGENCY BATTERY BACK-UP LUMENS

PART NUMBER	T2	LM/W	T3	LM/W	T4	LM/W	WATTS
EM4-30K7	520	130	524	131	516	129	4
EM4-40K7	544	136	548	137	540	135	4
EM4-50K7	560	140	564	141	556	139	4
EM8-30K7	1040	130	1048	131	1032	129	8
EM8-40K7	1088	136	1096	137	1080	135	8
EM8-50K7	1120	140	1128	141	1112	139	8
EM16-30K7	2080	130	2096	131	2064	129	16
EM16-40K7	2176	136	2192	137	2160	135	16
EM16-50K7	2240	140	2256	141	2224	139	16
EMCP-30K7	1820	130	1834	131	1806	129	14
EMCP-40K7	1904	136	1918	137	1890	135	14
EMCP-50K7	1960	140	1974	141	1946	139	14

Lumen Maintenance Data

Ambient Temperature	Drive Current	L90 Hours*	L70 Hours**	30,000 Hours*	50,000 Hours*	60,000 Hours*	100,000 Hours**
25°C	Up to 700mA	58,000	173,000	95.7%	91.6%	89.6%	82.1%
	1050mA	48,000	143,000	94.3%	89.5%	87.2%	78.5%

*Reported extrapolations per IESNA TM-21

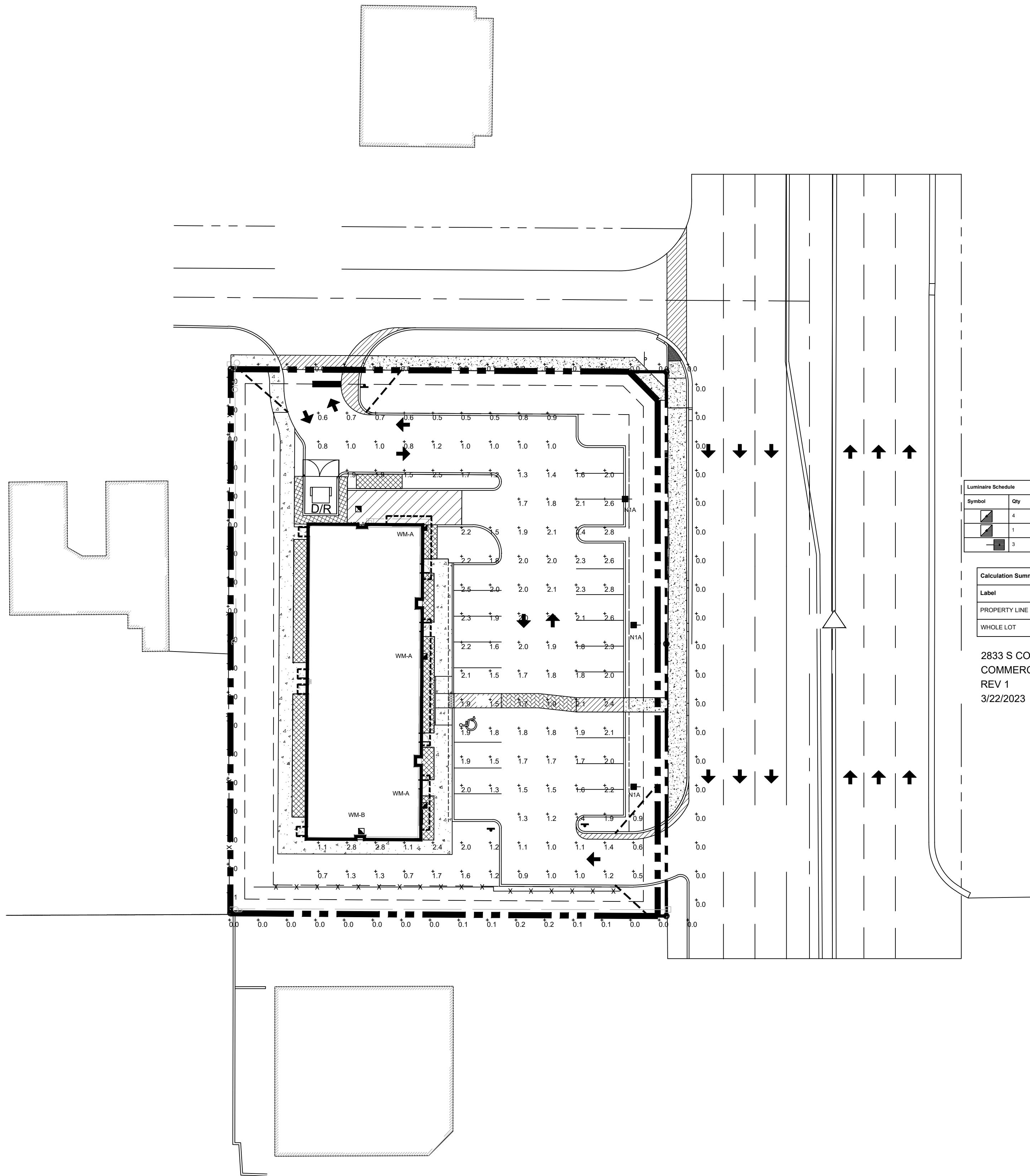
**Projected extrapolations per IESNA TM-21



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No.	Issue	Date
1.	SUBMITTAL	11.09.2022
2.	REVISION	03.22.2023



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ALL MEASUREMENTS MUST BE CHECKED ON SITE BY
THE CONTRACTOR AND ANY DISCREPANCIES BROUGHT
TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

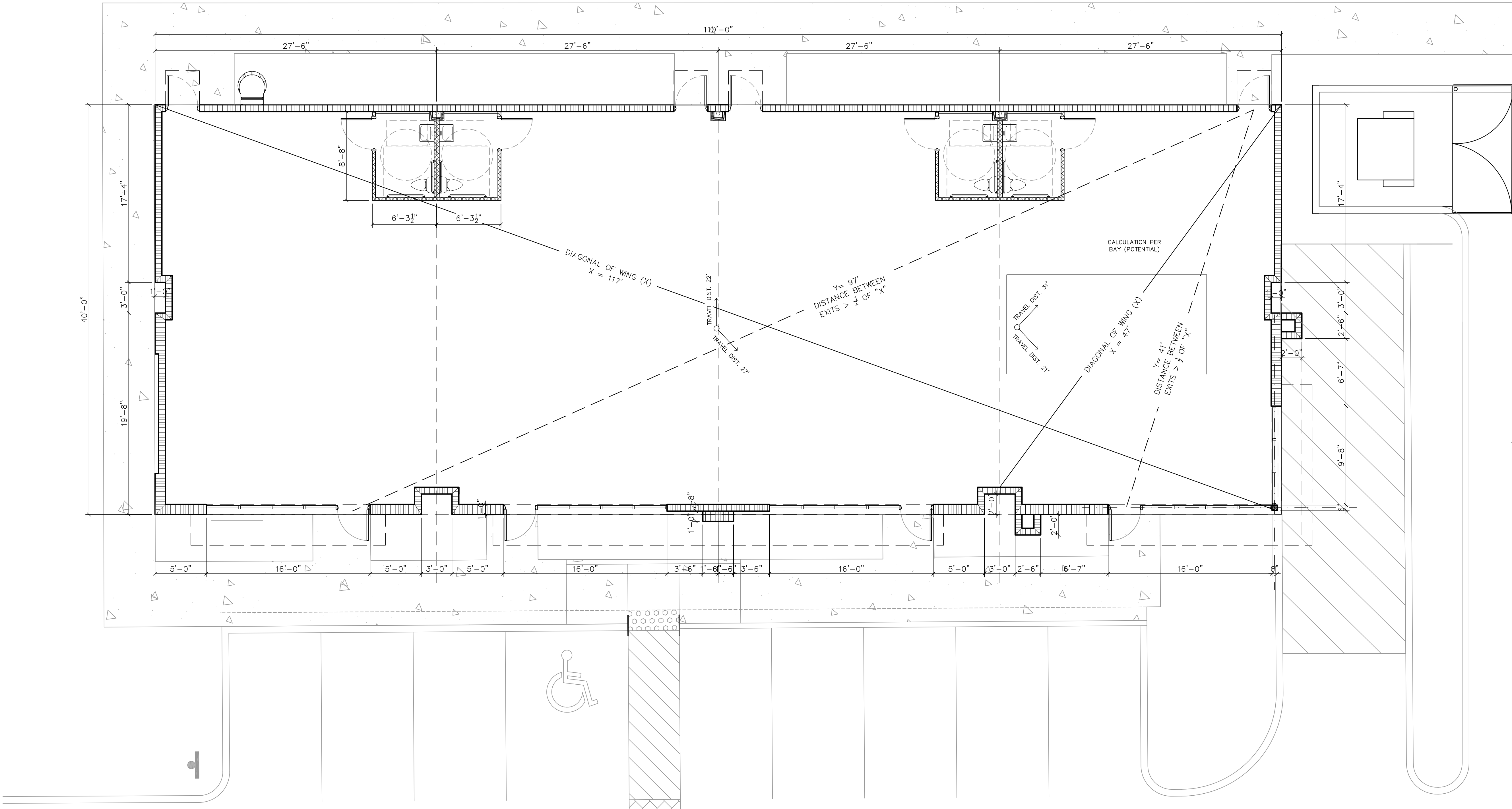
Title

LIGHTING AND
PHOTOMETRIC
PLAN

Scale: 1/2"=1'-0" Date: 03.22.2023
Drawn By: FG Checked By: I.D.
Job No.

Sheet No.

LDE-1



PROJECT INFORMATION

PROJECT LOCATION
2833 SOUTH CONGRESS AVE
PALM SPRINGS, FL 33461
SCOPE OF WORK
- CONSTRUCTION OF NEW SHOPPING CENTER
BUILDING AREA
PROPOSED BUILDING SQUARE FOOTAGE-
±4,382 (1 STORY)

CODE INFORMATION

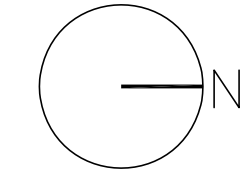
APPLICABLE CODES AND REGULATIONS
1. FLORIDA BUILDING CODE 2020
2. FLORIDA FIRE PREVENTION CODE 2020
3. FLORIDA ACCESSIBILITY CODE 2020
CONSTRUCTION TYPE
TYPE VB UN-SPRINKLERED (PROPOSED)
OCCUPANCY: B - BUSINESS

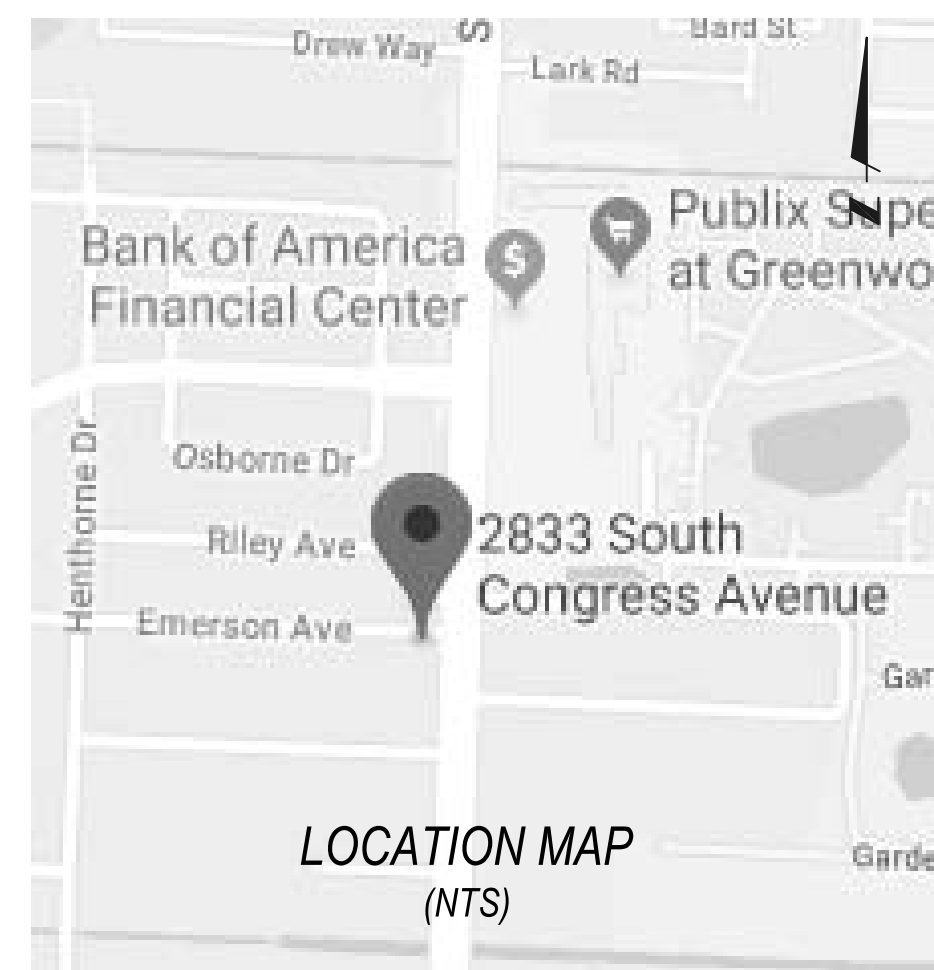
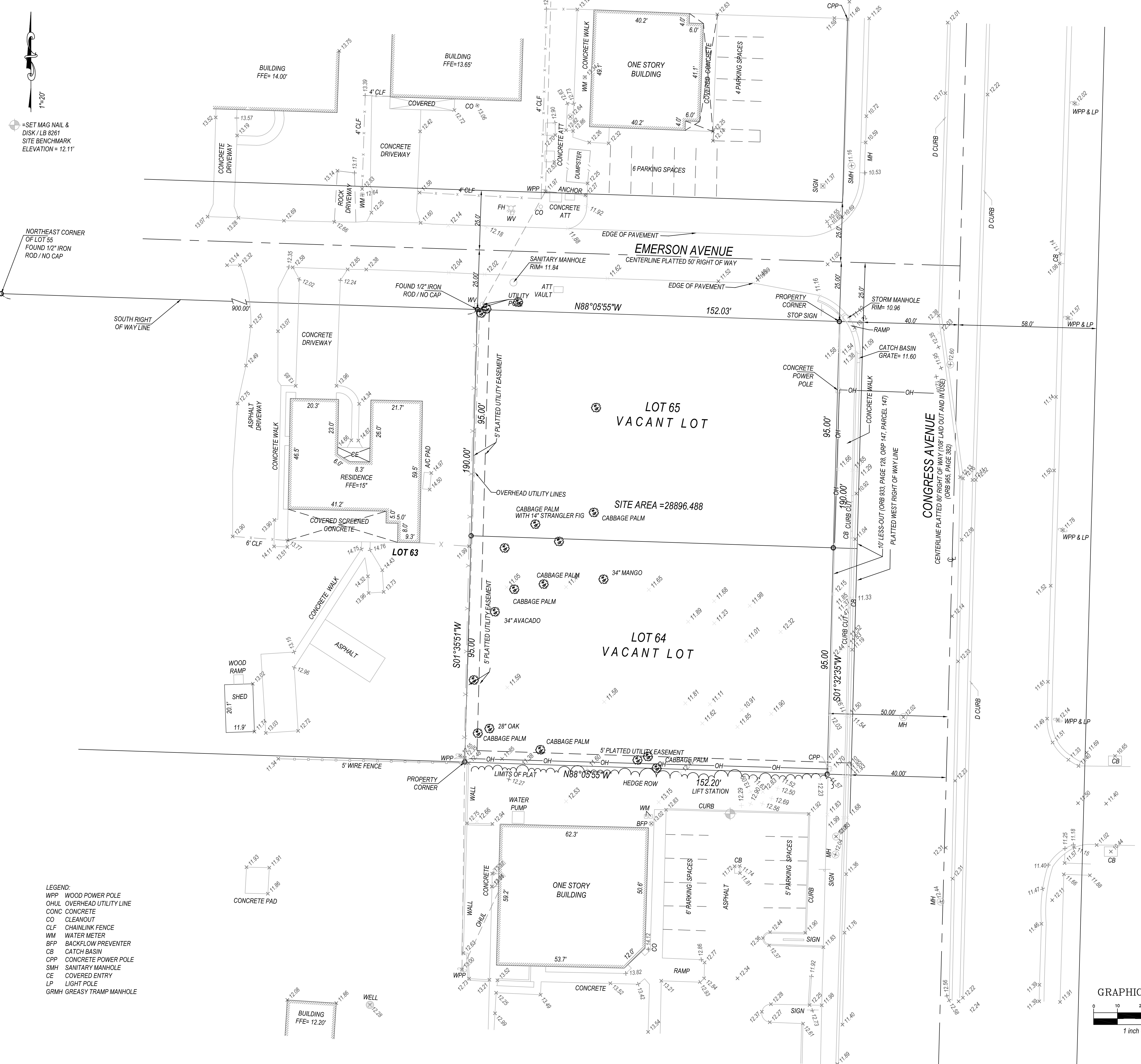
LIFE SAFETY

EXIT CONFIGURATION (FBC 1007)
SECTION 1007.1.1
TRAVEL DISTANCE TO EXIT (FBC 1017.2)
ALLOWED = 200 FT ; TBD
COMMON PATH OF TRAVEL (1006.2.1)
ALLOWED = 75 FT ; PROVIDED= TBD
MAX. DEAD END (FBC 1020.4)
ALLOWED = 20 FT ; ACTUAL = TBD

INDEX

A2.0 FLOOR PLAN AND GEN LIFE SAFETY INFORMATION.
A2.1 ROOF PLAN
A3.0 EXTERIOR ELEVATIONS
A3.1 EXTERIOR ELEVATIONS





PROPERTY ADDRESS:
2833 S CONGRESS AVENUE
PALM SPRINGS FLORIDA 33461

FLOOD ZONE: "X"
PANEL NO: 12099C 0589F
DATE: OCTOBER 5, 2017

CERTIFIED TO:
1. 2791 S CONGRESS REALTY LLC, A FLORIDA LIMITED LIABILITY COMPANY
2. FLAGLER BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR RESPECTIVE INTERESTS MAY APPEAR
3. PERFORMANCE TITLE AND ESCROW, LLC
4. COMMONWEALTH LAND TITLE INSURANCE COMPANY

LEGAL DESCRIPTION:
LOT SIXTY-FIVE(65) AND LOT SIXTY-FOUR (64), OF ADDITION NO. 1 CONGRESS PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYORS' NOTES:
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE SJ-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (SEE TITLE REVIEW).
8. LOCATION MAP IS GLEANED FROM ON LINE MAPPING SITES AND AND IS ONLY APPROXIMATE.
9. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)

TITLE REVIEW:
A REVIEW OF THE COMMITMENT FOR TITLE INSURANCE BY STATEWIDE LAND TITLE, INC., FILE NUMBER 22-17125, DATED AUGUST 27, 2022 AT 08:00 A.M. WAS PERFORMED BY THIS OFFICE, EXCEPTIONS ARE AS FOLLOWS:
EXCEPTION 1, PLAT BOOK 22, PAGE 38, ALL MATTERS OF PLAT ARE DEPICTED.
EXCEPTION 2, DEED BOOK 1105 PAGE 616, AFFECTS UNPLOTTABLE ITEMS LISTED UNDER "NOTE" ALSO HAVE BEEN DEPICTED, AND VERIFY THE LESSOUT OF THE EAST 10 FEET OF LOTS 64, 65.

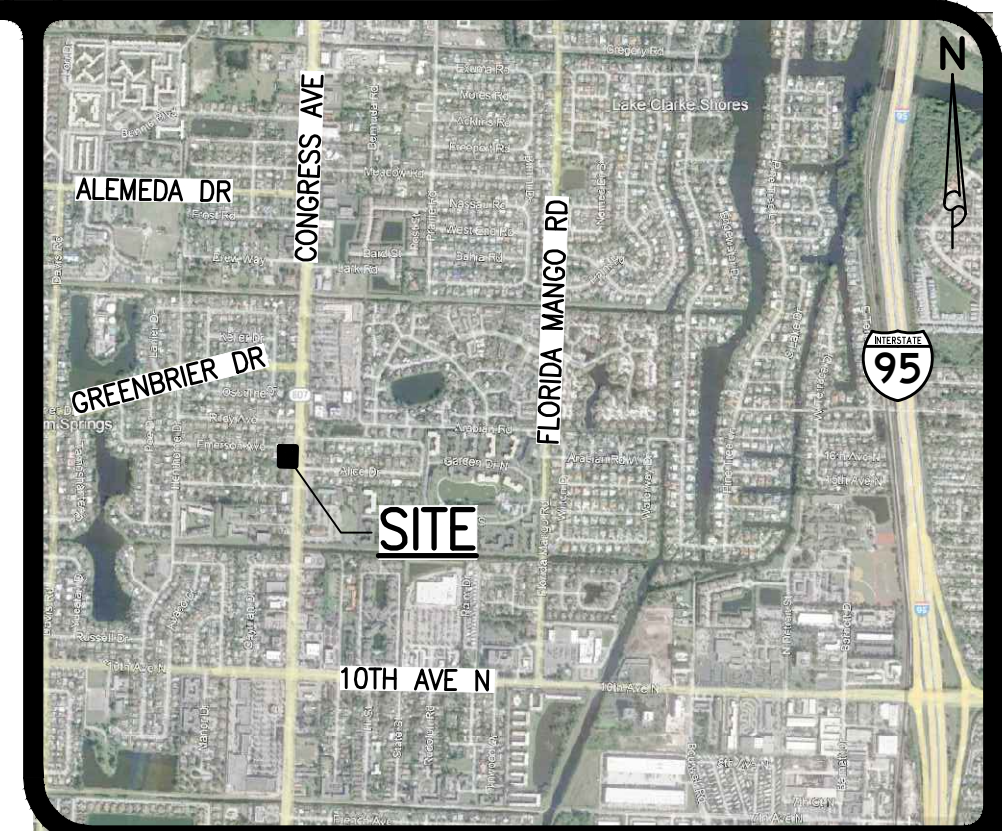
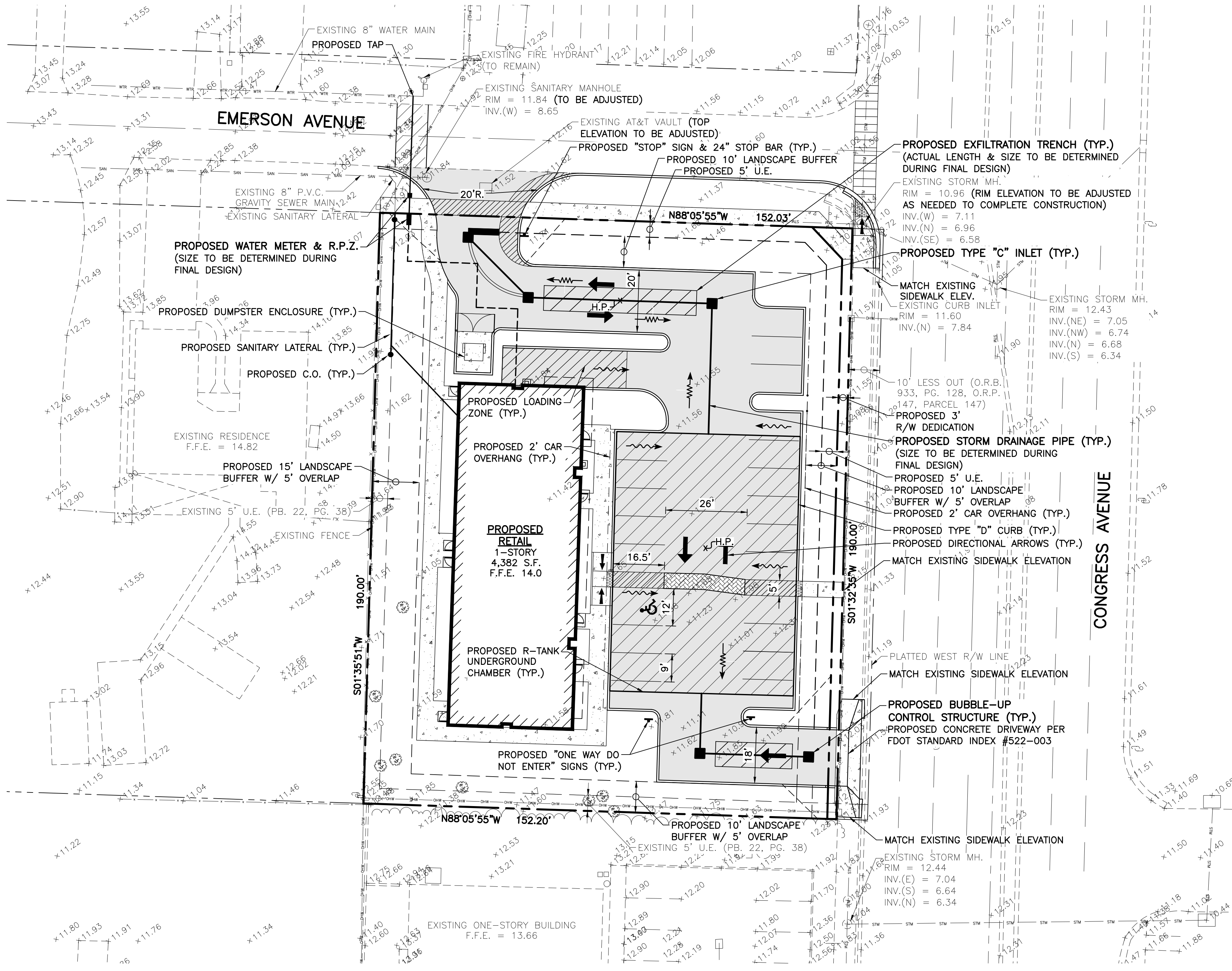
BOUNDARY SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764

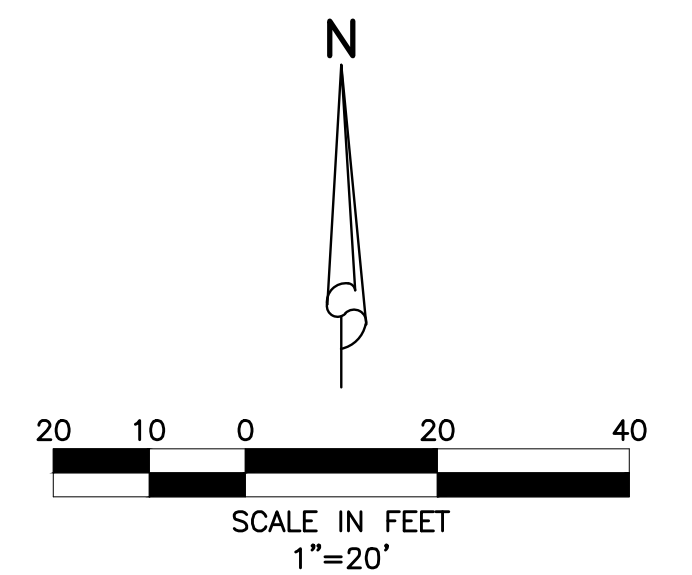


10-3-22	DATE	CD	FIELD	PURPOSE	JOB#
09-20-22	DATE	BB	FIELD	PURPOSE	JOB#
UPDATE ADDITIONAL LOCATION/TOPO	DATE	BB	FIELD	PURPOSE	JOB#
BOUNDARY SURVEY/UPD	DATE	BB	FIELD	PURPOSE	JOB#

10-3-22	DATE	CD	FIELD	PURPOSE	JOB#
09-20-22	DATE	BB	FIELD	PURPOSE	JOB#
UPDATE ADDITIONAL LOCATION/TOPO	DATE	BB	FIELD	PURPOSE	JOB#
BOUNDARY SURVEY/UPD	DATE	BB	FIELD	PURPOSE	JOB#



LOCATION MAP
NOT TO SCALE



LEGEND

- PROPOSED STORM SEWER AND CATCH BASIN
- DIRECTION OF FLOW
- DIRECTION OF SWALE
- PROPOSED HIGH POINT
- EXISTING GRADE ELEVATION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED BRICK PAVERS/DECORATIVE PAVEMENT
- PROPOSED DETECTABLE WARNING SURFACE
- PROPOSED EXFILTRATION TRENCH (ACTUAL LENGTH & SIZE TO BE DETERMINED DURING FINAL DESIGN)
- SEWER SERVICE W/ CLEAN-OUT
- FIRE HYDRANT W/ GATE VALVE
- PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
- WATER SERVICE & R.P.Z. (REFER TO POTABLE WATER SERVICE SINGLE METER INSTALLATION DETAIL.)
- PROPOSED LIGHT POLE (BY OTHERS)
- PROPOSED DIRECTIONAL ARROW
- 24" WHITE STOP BAR, "STOP" SIGN & (25') 6" DOUBLE YELLOW STRIPING W/ BI-DIRECTIONAL AMBER R.P.M.'S
- EXISTING OVERHEAD POWER LINE & POWER POLE
- EXISTING STORM DRAINAGE PIPE
- EXISTING WATER MAIN
- EXISTING SEWER MAIN

- NOTES:**
- 1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
 - 2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE VILLAGE OF PALM SPRINGS AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.
 - 3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEMOLITION MATERIAL IN ACCORDANCE WITH ALL APPLICABLE GOVERNING AGENCY STANDARDS.
 - 4.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
 - 5.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.

NOTE: ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY PRINCIPAL MERIDIAN SURVEYING, INC. (561) 478-7764.

6/15/2023

1.) REVISED PER V.O.P.S. COMMENTS & NEW SITE PLAN, 06/15/23 C.O./D.B.

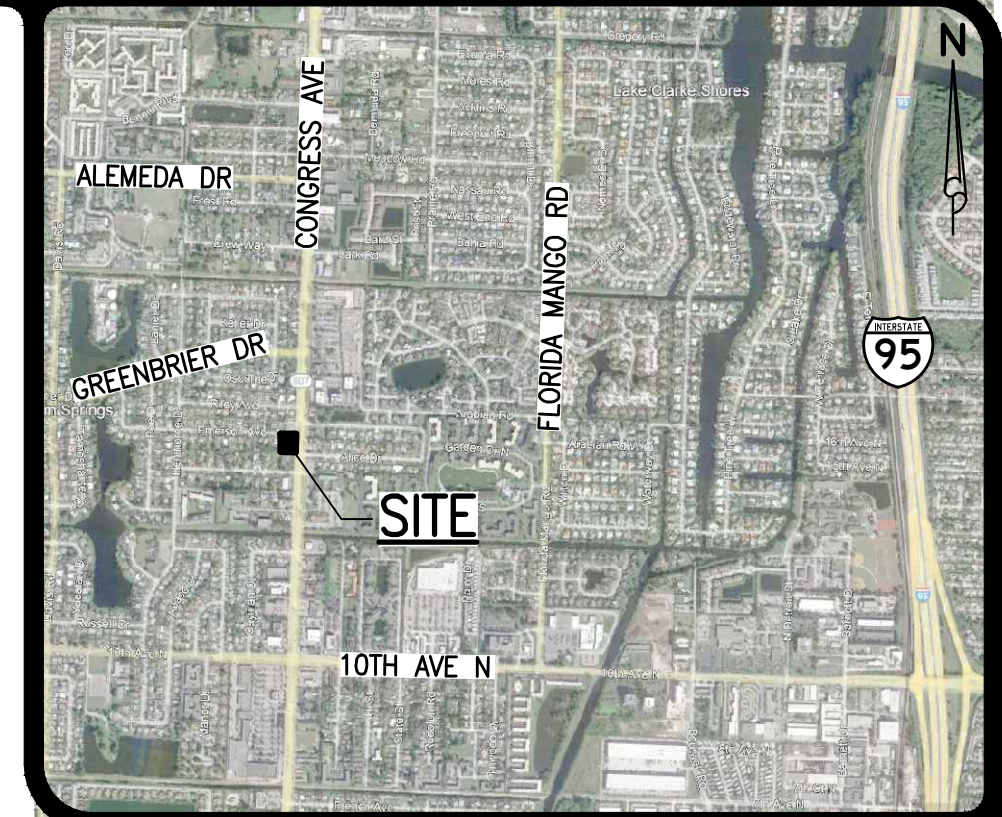
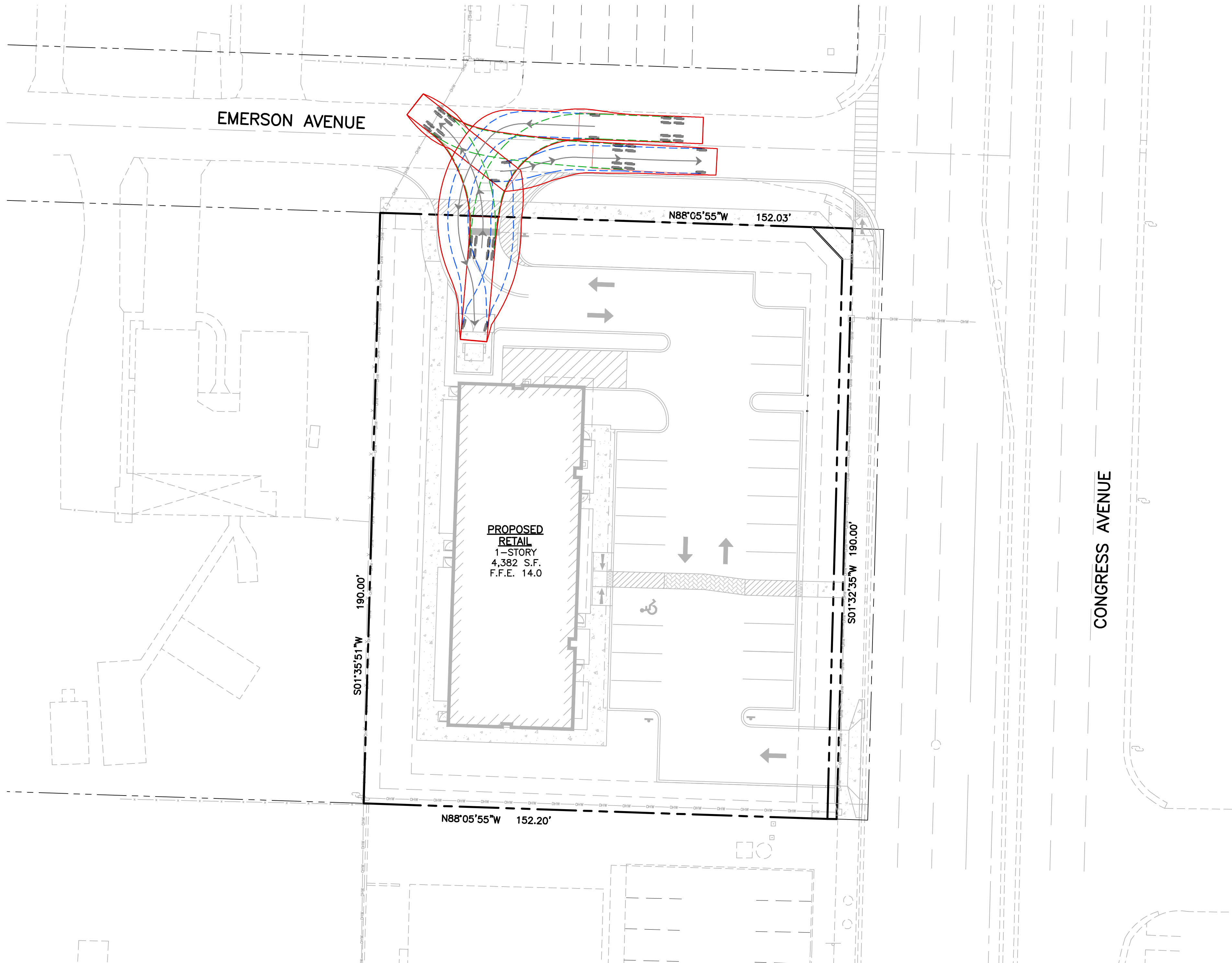


2833 SOUTH CONGRESS AVENUE
SECTION 18, TOWNSHIP 44S., RANGE 43E.
VILLAGE OF PALM SPRINGS, FLORIDA
CONCEPTUAL PAVING, DRAINAGE,
WATER AND WASTEWATER PLAN

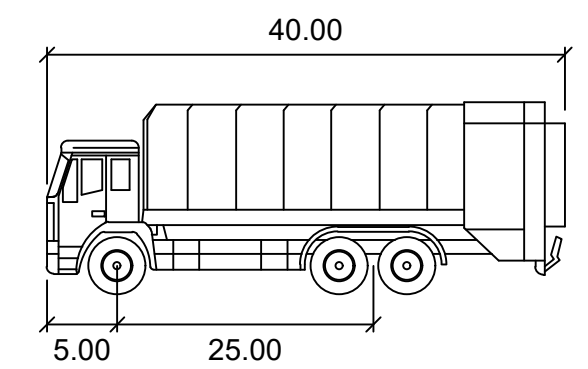
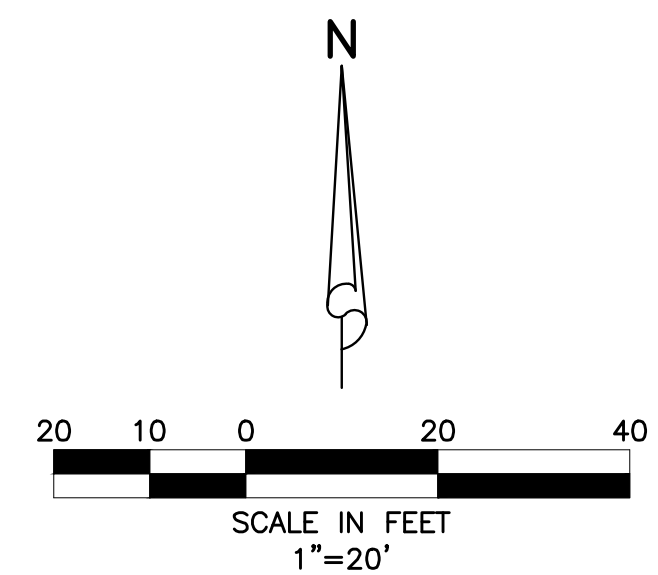
REVISIONS

DESIGN	DRAWN	CHECKED	APPROVED	DATE
G.B.	C.O.			

JOB NO.	DRAWING NO.	SHEET	OF
23-019	23019C01	1	1



LOCATION MAP
NOT TO SCALE



Garbage Truck 40'

	feet
Width	: 8.50
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 40.0

RED = VEHICLE BODY
BLUE = FRONT TIRE PATH
GREEN = REAR TIRE PATH

6/15/2023

REVISIONS					 SIMMONS & WHITE ENGINEERING PLANNING CONSULTING SINCE 1982 2581 Metrocentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848					2833 SOUTH CONGRESS AVENUE SECTION 18, TOWNSHIP 44S., RANGE 43E. VILLAGE OF PALM SPRINGS, FLORIDA GARBAGE TRUCK AUTOTURN ANALYSIS		
					DESIGN G.B.	DRAWN D.B.	CHECKED	APPROVED	DATE	JOB NO. 23-019	DRAWING NO. 23019AT01	SHEET 1 OF 1



**Department of Engineering
and Public Works**

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

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

October 12, 2022

Rebecca Mulcahy, P.E.
Pinder Troutman Consulting, Inc.
2005 Vista Parkway, Suite 111
West Palm Beach, Florida 33411

**RE: 2833 S Congress Avenue
Project #: 221003
Traffic Performance Standards (TPS) Review**

Dear Ms. Mulcahy:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated September 26, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	SWC of Emerson Avenue and Congress Avenue
PCN:	70-43-44-18-03-000-0640/-0650
Access:	One right-in/right-out access driveway connection onto Congress Avenue and one access driveway connection onto Emerson 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:	General Retail = 4,416 SF
New Daily Trips:	89
New Peak Hour Trips:	4 (2/2) AM; 11 (6/5) PM
Build-out:	December 31, 2025

Based on our review, the Traffic Division has determined the proposed development generates less than 20 peak hour trips; therefore, the project **meets** the TPS of Palm Beach County.

Please note an FDOT conceptual driveway pre-approval letter must be provided for the access connection onto Congress Avenue for the proposed land use.

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

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



Rebecca Mulcahy, P.E.
October 12, 2022
Page 2

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

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

Sincerely,

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

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:cw

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

p

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2022\221003 - 2833 S CONGRESS AVENUE.DOCX



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
May 26, 2023***

JARED W. PERDUE, P.E.
SECRETARY

THIS PRE-APPLICATION LETTER IS VALID UNTIL – May 26, 2024
THIS LETTER IS NOT A PERMIT APPROVAL

Josh Nichols, LEED AP
Schmidt Nichols
1551 N Flagler Drive, Suite 102
WPB, FL 33431

Dear Josh Nichols, LEED AP:

RE: Pre-application Review for **Category B Driveway**, Pre-application Meeting Date: **November 17, 2022**

Palm Beach County - Village of Palm Springs; SR 807; Sec. # 93006000; MP: 3.30; Access Class - 5;

Posted Speed - 40; SIS - Influence Area; FDOT Ref. Project: FM 449879.1-Geysa Sosa-PEDESTRIAN SAFETY IMPROVEMENT

Request: Right-in only driveway on the west side of SR 807 adjacent to the south property line.

SITE SPECIFIC INFORMATION

Project Name & Address: **2833 S Congress Avenue – 2833 S Congress Avenue**

Property Owner: **2791 S Congress Realty, LLC;** Parcel Size: **0.66 Acres** Development Size: **4,500 SF Retail**

REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided.**
- **If a gate is proposed, a minimum driveway length of 100 feet to the call box and/or gate house, and a turnaround area before the gate are required.**
- **The proposed driveway shall be channelized and have a maximum width of 16 feet.**
- **The loading area shall not be located in front of the proposed driveway.**

Comments:

***Letter date was revised on 05/26/2023.

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

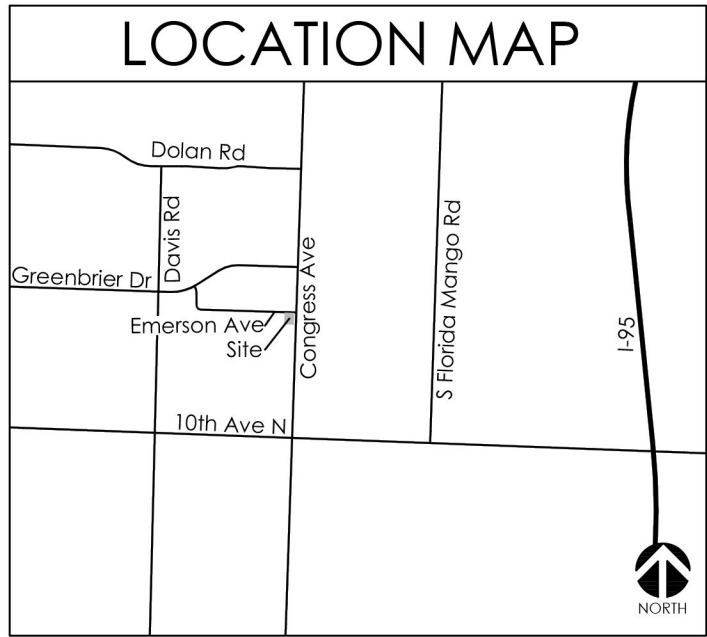
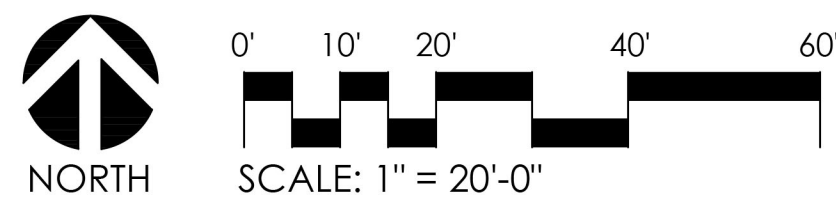
Sincerely,

Carina Harvey
District Access Management Manager

cc: Jerry Dean

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-11-17\5. 93006000 MP 3.3 SR 807_2833 S Congress Avenue\93006 MP 3.3 SR 807_2833 S Congress Avenue_Rev.docx

www.dot.state.fl.us



**SCHMIDT
NICHOLS**

LANDSCAPE ARCHITECTURE
AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

2833 S Congress Avenue

Palm Springs, Florida

Date:	03/10/23
Scale:	1" = 30'-0"
Design By:	JES
Drawn By:	MLD
Checked By:	JES
File No.	929.05
Job No.	22-53

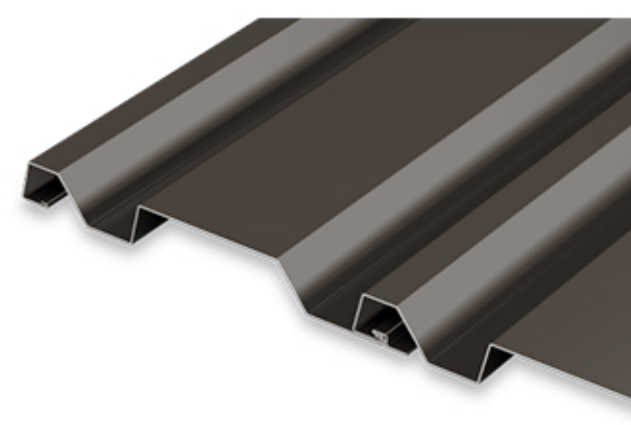
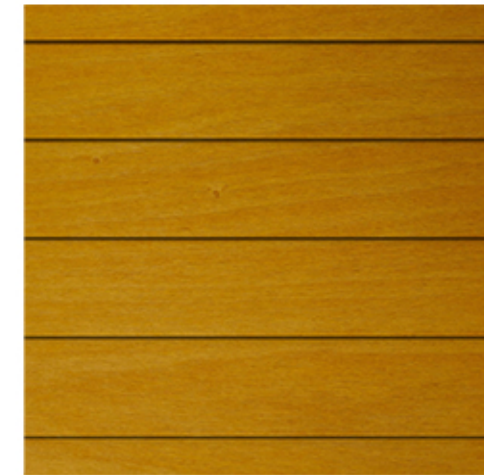
REVISIONS / SUBMISSIONS

.06/16/23 Resubmittal	

PRELIMINARY
SITE
PLAN

MATERIALS

- | | | | |
|-----|---|-----|--|
| 001 | 5/8" SMOOTH STUCCO FINISH ON CMU | 008 | PRE-ENGINEERED ALUMINUM CANOPY |
| 002 | DECORATIVE PANELING:
PRODEMA -PALE NATURCLAD-W | 009 | CONCRETE EYEBROW W 8" STUCCO AND PAINT |
| 003 | DASH LINE DENOTES SIGN AREA | 010 | CANVAS AWNING. COLOR: CHARCOAL GRAY |
| 004 | DECORATIVE CORRUGATED ALUMINUM PANELING.
PAD-CLAD HIGHLINE B1 | 011 | NEW 18"x6" EMERGENCY OVERFLOW SCUPPER |
| 005 | ALUMINUM STORE FRONT. CLEAR GLASS WITH LOW
"E" COATING
FRAME COLOR: SILVER/NATURAL ANODIZED | 012 | ROOF ACCESS LADDER |
| 006 | 1/2" REVEAL | 013 | DUMPSTER ENCLOSURE |
| 007 | DECORATIVE PANELING:
PRODEMA -PALE NATURSIDIN-W (4") | 014 | STUCCO CONTROL JOINTS |
| | | 015 | 4" RECESS |



COLORS

-  **A** FIELD: BM 'SUPER WHITE" FLAT FINISH
-  **B** FIELD: BM 'KENDALL CHARCOAL"
HC-166 FLAT FINISH

ALL COLOR SELECTIONS BASED ON
BENJAMIN MOORE. REFER TO COLOR
ELEVATIONS. PROVIDE 3'X3' COLOR
SWATCHES ON WALL FOR ARCHITECT AND
OWNER REVIEW PRIOR TO FINAL PAINT

GENERAL NOTES

1. ELEVATION TARGET SYMBOLS ARE TO TOP OF SLAB, AND OTHER ELEMENTS AS INDICATED.
2. REFER TO STRUCTURAL DRAWINGS FOR INFORMATION RELATED TO FOUNDATION, BUILDING STRUCTURE, AND LAYOUT OF SUCH.
3. REFER TO GRAPHIC SYMBOLS LEGEND FOR TYPICAL AND CONVENTIONAL MATERIAL DELINEATION. THESE MATERIALS MAY NOT BE NOTED.
4. EXCEPT FOR SPECIAL CONDITIONS THAT VARY FROM THE TYPICAL, REFER TO THE PROJECT SPECIFICATIONS FOR INFORMATION RELATED TO MATERIAL ATTACHMENTS, ANCHORAGE, REFERENCE STANDARDS, AND OTHER RELEVANT INSTALLATION INFORMATION.
5. REFER TO THE EXTERIOR ELEVATIONS AND FLOOR PLANS FOR LOUVER, DOOR, AND WINDOW SYMBOLS, AND THE REFERENCED MATERIAL INFORMATION.
6. REFER TO PARTITION TYPE SCHEDULE FOR INTERIOR PARTITION CONSTRUCTION AND RELATED NOTES.



2	EAST ELEVATION (PROPOSED)
---	---------------------------

A3.0	SCALE: 3/16" = 1'-0"
------	----------------------



1	NORTH ELEVATION
---	-----------------

A3.0	SCALE: 3/16" = 1'-0"
------	----------------------



BORRERO
ARCHITECTURE
tel: 561-271-01-64
www.borreroarch.com
State of Florida Registered
Architect
AA26002653

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PROJECT.
SHOPPING CENTER
2833 SOUTH CONGRESS AVENUE,
Palm Springs, FL 33461

**Catayu Group
3797 S Military Trail
Lake Worth FL 33463**



THE DRAWINGS AND ALL THE IDEAS, ARRANGEMENTS, DESIGNS AND PLANS INDICATED THEREON OR REPRESENTED THEREBY ARE OWNED BY AND REMAIN THE PROPERTY OF BORRERO ARCHITECTURE, INC. AND NO PART THEREOF SHALL BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER EXCEPT WITH THE SPECIFIC WRITTEN PERMISSION OF BORRERO ARCHITECTURE, INC.

REVISIONS

Drawing Title

Scale	see plans
Project No.	22026
Date	10-26-22

Drafted by: AB
 Checked by: AB

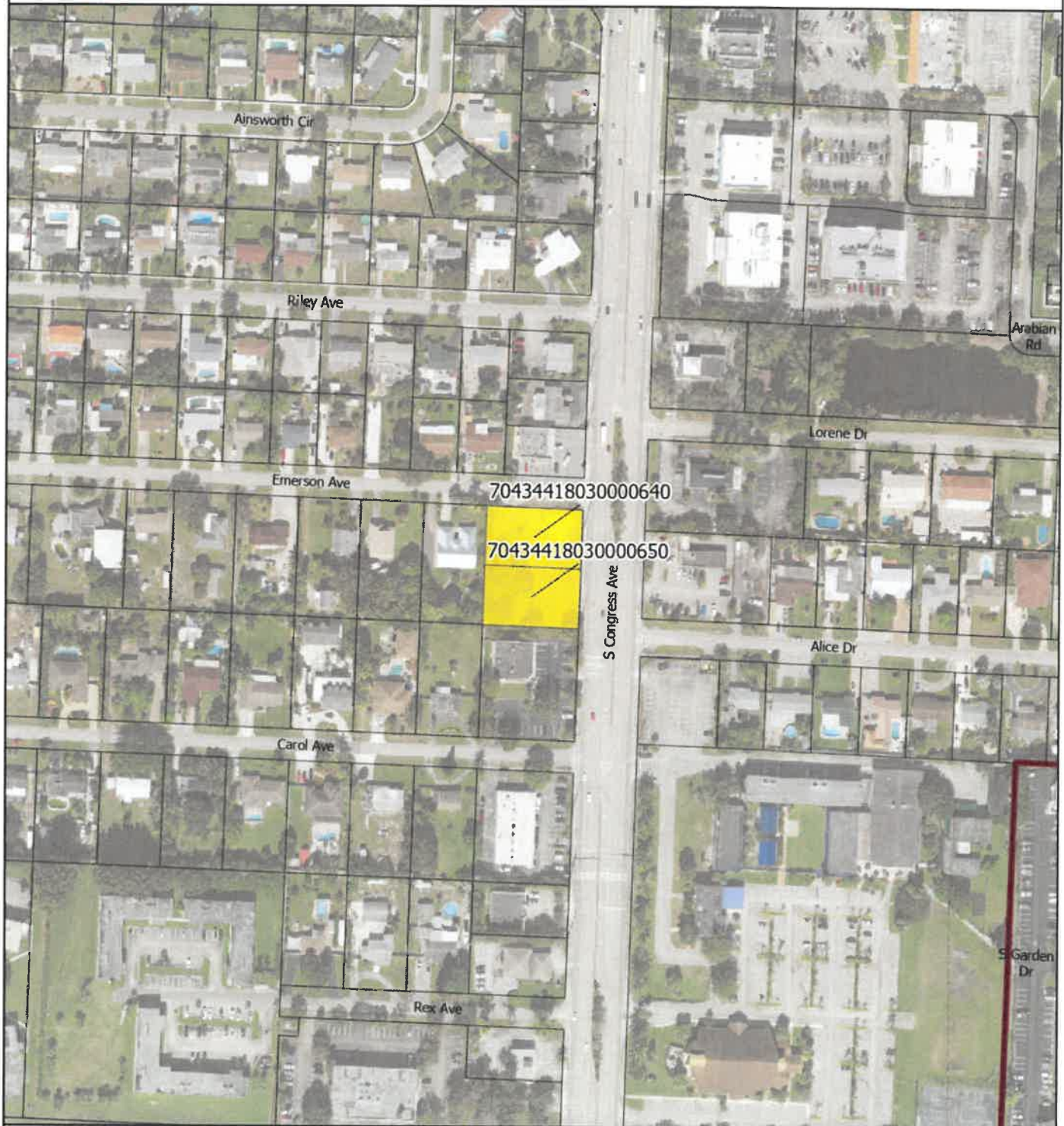
Sheet No.

A1.0



VILLAGE OF PALM SPRINGS

Congress Plaza



Legend

- Village Boundary
- Parcels
- Proposal Parcel

Date: 6/22/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
Feet

Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Congress Plaza



Legend

-  Village Boundary
-  Parcels
-  Proposal Parcel

Date: 6/22/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
Feet

 Florida Technical Consultants

