



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
SEPTEMBER 27, 2023
6:30 PM**

COUNCIL

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

ADMINISTRATION

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

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **Approval of Agenda Minutes - August 17, 2023:** Motion for the approval of the August 17, 2023 Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **Approve Land Management System Software Agreement - 2nd Amendment - Project Schedule Extension - MaintStar, Inc.:** Motion to approve Second Amendment - Project Schedule Extension - MaintStar, Inc. to authorize the modified Project Schedule extension to December 2023. On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc., to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. On October 6, 2022, the Village Council approved the First Amendment to extend the project completion to December 2022. The initial payment of \$45,000 was implemented within 30 days of executing the agreement. The remaining funding of \$88,500 to complete this project will be paid in two parts since 75% of the project is complete; \$73,000.00 will be paid by the end of FY 2023 and the remaining amount, \$15,500.00, will be paid in FY 2024 upon the successful implementation of the project.
Staff: Iramis Cabrera, PZB Director
3. **Approve Professional Services - 1st Amendment - Project Schedule Extension - Vision, Comprehensive Plan, and LDR Revisions - Bonnie C. Landry and Associates, P.A.:** Motion for approval of the 1st Amendment to the Professional Services Agreement with Bonnie Landry and Associates, P.A., for Vision, Comprehensive Plan and Land Development Regulation Revisions to modify the Project Schedule extending the completion to the end of January 2025. Funding to support the proposed services is available within the FY 2023 Budget - General Fund - Planning, Zoning, and Building.
Staff: Iramis Cabrera, PZB Director
4. **Approval of an Agreement with Faith Presbyterian:** Motion for the approval of an Agreement with Faith Presbyterian Church to permit the Village temporary use of premises.
Staff: Michael Bornstein, Village Manager
5. **Appointment to the Police Officer's Pension Board of Trustees:** Motion to approve reappointment of Mr. Donald Bell as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for a term that ends September 30, 2025.
Staff:

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

6. **National Hispanic Heritage Month Proclamation**

Staff: Josefina Maliska, Library Services Director

7. **Proclamation Recognizing Palm Springs Middle School Boys and Girls Basketball Teams**

Staff: Kimberly Wynn, Village Clerk

REGULAR AGENDA REGULAR AGENDA

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

8. **(Second Reading) Ordinance No. 2023-09 - Establish FY 23-24 Millage Rates - Operating & Debt Service:** Motion to approve Ordinance No. 2023-09 on Final Reading for the FY 23-24 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills which is a 5.02% increase, over the rolled-back rate of \$3.3328. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for a nonexempt valuation of \$1,808,641,226 and of tangible personal property for nonexempt valuation of \$94,018,755; the total taxable value within for the Village debt service is \$1,906,567,750, based on this valuation the Village's debt service millage rate is proposed at \$0.2319 mills.

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
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9. **(Second Reading) Ordinance No. 2023-10- Adopt FY 23-24 Budget:** Motion to approve Ordinance No. 2023-10; adopting an annual budget for the year beginning October 1, 2023 and ending September 30, 2024 in the amount of \$89,685,228 for the Village's projected operating expenditures on Second and Final Reading.

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
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10. **(Quasi-Judicial Hearing) Resolution No. 2023-48 Site Plan Amendment (SPR23-09) and Special Exception Use (PSSE23-04) - St. Peter Coptic Orthodox Church - 3405 Forest Hill Boulevard:** Motion to approve Resolution No. 2023-48, an application submitted by Land Research Management, Inc., agent for St. Peter Coptic Orthodox Church (Owner), for a Site Plan Amendment (SPR23-09) and Special Exception (PSSE23-04), requiring an expansion of the existing building, including construction of a 11,478 square foot sanctuary in addition to the existing building, totaling 31,287 square feet of commercial general property at

3405 Forest Hill Boulevard.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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11. **(ADDENDUM) Resolution No. 2023-49 Budget Transfer - FY 2023 Budget Transfer from Parks and Recreation to Special Events:** Motion to approve Resolution No. 2023-49 for an amendment adopting a general appropriation budget amendment to Ordinance No. 2022-11, transferring \$2,500 from the Parks and Recreation budget for necessary Village operating expenses to the Special Events budget. The transfer is for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, OCTOBER 12, 2023 AT 6:30 P.M.**

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 HALL COUNCIL CHAMBERS
226 CYPRESS LANE VILLAGE OF PALM SPRINGS, FLORIDA
AUGUST 17, 2023 AT 6:30 PM
MINUTES,**

CALL TO ORDER

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

ROLL CALL

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

Absent: Mayor Pro Tem Patti Waller

Also Present Village Attorney Glen Torcivia, Village Manager Michael Bornstein, Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Director of Planning, Building and Zoning Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Administrative Assistant (Utilities) Eliza Hansen, Director of Human Resources Ashley Saingilus, Director of Public Works Timothy Crespo, Director of Library Services Jossie Maliska, and Public Works Superintendent Michael Wood.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager, Mr. Bornstein, requested that Item #3, Lift Station Rehabilitation Contract - Piggyback - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, Inc. be removed from the agenda.

Council Member Ready made a motion to approve the amended agenda. Vice-Mayor Brinkman seconded the motion. The said motion carried 4-0.

CONSENT AGENDA

1. **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 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- 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

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 of recommending this Agreement is to provide 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 the 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: Funds for purchases under this proposed Agreement are 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.

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) for \$169.62 per ton Delivery & Supply (Bid No. 2021-024 - May 31, 2021) The agreement is for an additional year. Funds for purchases under this proposed agreement are available within the FY 2023 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmy Johnson, Utilities Director

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 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 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

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

Summary: The 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 Plam Springs 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 a better vision of Lakewood Road, which has issues being able to see at night. The grant will be \$125,051, and the Village will pay the remaining balance.

This agreement will assist in providing lighting on Lakewood Road from Military Trail, east to Kirk Road. 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.

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

SUMMARY: The Palm Springs Community Redevelopment Association (CRA) requests approval of a professional services agreement with Kimley-Horn and Associates, Inc. to generate 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 vision 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.

6. **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: Thomas Ceccarelli, Police Chief

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.

7. **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

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, Godeau & Rubin, P.A. are within FY 2023 General Budget.

End of Consent Agenda....

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

Council Member Gunther made a motion to approve the Consent Agenda. Council Member Ready seconded the motion. The said motion carried 4-0.

PRESENTATIONS

At this point, Mayor Smith recognized Council Member Gunther's contributions to the Board and the community. Mr. Gunther submitted his letter of resignation for Council District Seat #1. Mayor Smith expressed her gratitude to Council Member Gunther for his unwavering commitment to service excellence and leadership. The Council recognized Council Member Gunther for his participation in Read for Record and various other events. He projected a sense of humor that kept the event light-hearted and fun and displayed his acting abilities. Everyone wished Council Member Gunther well in his future endeavors and presented him with a plaque for his years of service. The Council Members, Village Manager, and Council Member Gunther gave comments, took a picture and the cake was distributed to everyone.

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

Staff: Jimmie Johnson, Utilities Director

Mayor Smith returned to Item #9 and asked Dr. Johnson to speak about his presentation. Dr. Johnson introduced his item. He explained the purpose of his presentation was to demonstrate an initiative Utilities wanted to implement to improve customer service efficiencies in the Village. He introduced Ms. Tiffani Bausch from Enterprise Leasing to give a presentation to the Council about Enterprise software. Ms. Bausch talked about how the program would work and its benefits for the Village. She explained that it takes about 11.5 years to cycle out a vehicle under the current system. With the new Fleet Management program, this cycle can be shortened to 4 years, saving money.

Mayor Smith offered the Council an opportunity to discuss further and ask questions. Council Member Ready inquired about the turn-around time with the new system if a vehicle is involved in an accident. Ms. Bausch explained that it depends on the Risk Management and Rental Program. Enterprise is partnered with several local vendors that can help them get vehicles serviced rather quickly. There is a year-by-year plan. Ms. Bausch mentioned there were several cities that are partnered with them, including the City of Palm Beach Gardens and the Town of Lake Clark Shores. The Council wanted to know if all repairs would be outsourced. If there is a vehicle that is in need of repair, and some will go out for repair, some will get outsourced.

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

Staff: Kimberly Wynn, Village Clerk

Mayor Smith introduced Senator Bobby Powell, who gave an update on legislative updates. (Please note there were technical difficulties during this part of the meeting; however, Senator Powell's presentation was entered into the record).

Senator Powell explained that each of the bills passed and its impact. Senator Powell talked about the budget and how funds were distributed. He also discussed appropriations for District 24. He suggested in the upcoming year that they continue to request large projects like the police department expansion project. He talked about some of the major issues discussed during the Legislative Session this year.

Issues talked about were Affordable Housing (SB 102). There is a need to make housing more affordable for workers. Another issue that was mentioned was Local Ordinances (SB170). This bill changes the legal standards and processes used. The terms for School Board District members were changed to eight years. Senator Powell discussed the additional restrictions on voting, election laws, school vouchers, gun laws, immigration laws, and Form 6.

Mayor Smith offered the public an opportunity to comment. There were no comments. The Council thanked Senator Powell for his report and support of their appropriations. Senator Powell discussed how the public could stay tuned to what is taking place in his political office.

PUBLIC COMMENT

PUBLIC HEARINGS

10. **(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

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 to reflect changes and/or updates to village policies and procedures as well as updates to state laws. The revisions also meet the 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 employees.
- 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 the 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 to donate 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.

Mrs. Saingilus presented this item. She stated that the Employee Regulations were last reviewed in 2008. She discussed the latest changes and statutory changes. Mrs. Saingilus discussed some of the redefined roles and responsibilities in the organization, such as the creation of a Human Resource Department. She also talked about the length of probation time for new and promoted employees. She stated that the new policy has clarified the personal use of time. Comp time was also added. She added that some of the language was added.

Mayor Smith offered the public and the Council an opportunity to comment. Mayor Smith commented on the dress code. She asked about wearing sandals and expressed her concern about their safety. Mrs. Saingilus stated this was discussed with the Village Attorney and it was determined that sandals as described in the policy were acceptable. Mayor Smith also asked if derogatory tattoos and piercings were allowed. Mrs. Saingilus responded that neither was allowed in the workplace. Mayor Smith commented that the maximum payout hours (pg. 177) should not be defined. Mrs. Saingilus will look into this. Council Member Ready asked if the manual was given to all employees. Mrs. Saingilus advised that all employees attend employee orientation where they receive an electronic manual. The Village Manager complimented HR for undertaking the

employee manual.

Ms. Diane Ortiz (Member of the Public) complimented Mrs. Saingilus on doing a great job.

Council Member Gunther made a motion to approve Ordinance No. 2023-08. Council Member Ready seconded the motion. The said motion carried 4-0.

11. (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

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 ½ 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 in the Staff Report.

Fiscal Impact: The proposed development will enhance the village's assessed property valuation.

Mayor Smith asked the Council to disclose their ex-parte communication. There was no ex-parte communication. The Village Clerk, Ms. Wynn, swore in the applicant, Ms. Ana Colon, who was present, and the staff to give testimony on Resolution No. 2023-40. Ms. Cabrera entered the staff's report into the record. Ms. Colon stated this was a five (5) dwelling unit that was attached to an existing six (6) dwelling unit. She explained they complied with all requests asked by Planning & Zoning and were available for questions and further discussions.

Mayor Smith offered the public and council members an opportunity to speak. Council Member Gunther asked Ms. Colon questions about the current floor plan. Ms. Colon stated that there were two and three-bedroom townhomes that were identical to the existing floorplans. Vice-Mayor Brinkman questioned Ms. Colon about the private fencing on the property and if a sidewalk would be constructed on the right-of-way in connection to Kirk Road.

Council Member Ready asked if the garage was for parking instead of storage and enforcement measures that would be used. He also asked about additional parking in the development as well as onsite management. The applicant explained that a manager would be on site every day, but they cannot guarantee residency. The lease agreement does not currently limit the number of vehicles for each unit; however, they meet the parking requirements based on the Village Code. The Council went into further discussion about landscaping on the perimeter and water meters.

1. Charles Young (INAUDIBLE ADDRESS): Mr. Young stated that he met with the property owner north of the property. He was concerned about the amount of traffic that was coming into the neighborhood. There was hearsay that another developer planned to come to the area to build after (code) fines were paid.

2. Michelle Warner 4172 Linda Lane: Ms. Warner does not support the project. The traffic is horrible, and she projected more accidents in the area were likely.

3. Donna Solom 4153 Linda Lane: Ms. Solom does not support the project because of the heavy traffic and congestion that is anticipated.

Ms. Colon discussed the parking location and number of spaces for the townhome development. There are nineteen (19) spaces for five (5) townhomes. Mayor Smith reminded the residents that the applicant had met the guidelines set by the Village Code.

Vice-Mayor Brinkman asked staff to add the condition of constructing a sidewalk on the right-of-way of Kirk Road. Residents must also use parking decals and restrict the number of cars per unit.

Mr. Michael Wood, Public Service Superintendent, advised the Board that within a five (5) street vicinity, that would be the only sidewalk on a dead end. The sidewalk would serve no purpose.

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

Council Member Ready made a motion to approve Resolution No. 2023-40 as amended subject to Palm Beach County permitting a sidewalk to be granted on Linda Lane and Kirk Road right-of-way, parking decals are required, an office manager on-site monitors the activities of the development, and the driveway accommodates two (2) cars. Vice-Mayor Brinkman seconded the motion. The said motion carried 4-0.

12. **(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

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 step 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.

The Village Clerk, Ms. Wynn, swore in the applicant, Mr. Nichols. Mayor Smith asked the Council to disclose their ex parte communication - there was none. The advertisement statement was read into the record. Ms. Cabrera presented the staff's presentation and entered it into the record. She stated that renovations were proposed for the area to Lakewood Plaza at South Military Trail to accommodate an 8,175 square-foot commercial space that could potentially increase the assessed value of the Village's property.

Mr. Nichols presented a presentation of the record. He stated that parking requirements met compliance. He is available for additional questions from the Village Council. Mayor Smith offered the Council and public an opportunity to speak. There were no comments from the public. Council Member Ready asked if the flooding issues in the area were corrected. Mr. Nichols confirmed the flooding was corrected. The conversation continued about the flow of traffic on Military

Trail in the turn lane. Also, if there would be tables and chairs placed overnight outside of the restaurant.

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

Council Member Gunther made a motion to approve Resolution No. 2023-41. Vice-Mayor Brinkman seconded the motion. The said motion carried 4-0.

13. **(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

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 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.

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 step 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.

The Village Clerk swore in the Applicant Mr. Josh Nichols. Mayor Smith asked the Council to disclose their ex parte communication. There was none. Ms. Cabrera gave the staff presentation and entered it into the record. She advised that this was a site plan for the construction of a new 4,382 square foot office retail building on two combined commercial vacant lots. Mr. Nichols gave his presentation.

Mr. Nichols gave testimony on this project. He explained the site plan and entered the presentation into the record. Mayor Smith offered the Council and the public an opportunity to speak and ask questions. The council asked about the maximum height of the building. Mr. Nichols advised that the building height is 45 feet.

Council Member Ready wanted to know about the traffic congestion in the morning and how it would be handled. Mr. Nichols explained that because the traffic derives from the same owner, it is better controlled. Vice-Mayor Brinkman questioned the infrastructure that is driven over many times. Mr. Nichols will look into this. He may need to do some reconfiguration. Mayor Smith suggested a concrete fence being placed in the back.

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

Council Member Ready made a motion to approve Resolution No. 2023-42. Council Member Ready seconded the motion. The said motion carried. 4-0.

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.

ACTIONS AND REPORTS

There were no actions or reports.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein, wished Council Member Gunther well on his journey.

VILLAGE COUNCIL COMMENTS

Everyone began to speak about Council Member Gunther's retirement. The Council wished him well. Council Member Gunther thanked everyone.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 8:40 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 **August 17, 2023**. Which minutes were formally approved and adopted by the Village Council on **September 27, 2023**.

Kimberly M. Wynn
Village Clerk

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



Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Planning, Zoning & Building

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

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

On October 6, 2022, the First Amendment was approved to extend the completion date to December 2022. The Planning, Zoning & Building, and Information Technology (IT) Departments have been working with the MaintStar team since October 2021, but due to the lack of access to the Tyler-Munis database and the Village being short-staffed, the project has had significant delays for almost two (2) years.

As a result, the Village Council is requested to authorize the Second Amendment to a standard agreement for specialized professional services between the Village and MaintStar to modify the Project Schedule extending the implementation process from December 2022 to the end of December 2023. The remaining funding of \$88,500 to complete this project will be paid in two parts since 75% of the project is complete; \$73,000.00 will be paid by the end of FY23, and the remaining amount, \$15,500, will be paid in FY24 upon the successful implementation of the project.

FISCAL IMPACT:

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

ATTACHMENTS:

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

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

THIS SECOND AMENDMENT TO THE AGREEMENT (“Second Amendment”), is made and entered into this ____ day of _____, 2023, by and between the Village of Palm Springs, a Florida municipal corporation (“Village”) and **Maintstar, Inc.**, a corporation registered to do business in the State of Florida (“Contractor”).

RECITALS

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

WHEREAS, on October 6, 2022, the Village Council approved the First Amendment to extend the project completion date to December 2022, which First Amendment included a Revised Attachment “B”; and,

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

WHEREAS, the Contractor and Village mutually desire to amend the Agreement and First Amendment to modify the project schedule by revising the Revised Attachment B – Project Schedule, to a newly Revised Attachment “A”, which is attached to this Amendment and incorporated herein by reference; and,

WHEREAS, the Village finds entering this Second Amendment with the Contractor serves a valid public purpose.

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 Second Amendment as true and correct statements.

SECTION 2: Amendment. The Agreement (as previously amended) is amended to delete Attachment “B” and the Revised Attachment “B” – Project Schedule and replace it with Newly Revised Attachment “B” – Project Schedule, attached hereto and incorporated herein by reference.

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

SECTION 4: Effect of Amendment. All terms and conditions of the Agreement (as previously amended) remain in full force and effect except as amended by this Second Amendment. To the extent that there exists a conflict between this Second Amendment and the Agreement (as previously amended) and the remaining documents, the terms, conditions, covenants, and/or provisions of this Second Amendment shall prevail.

SECTION 5: Counterparts. This Second Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Second Amendment via facsimile or email and such signature is as valid as the original signature of such party.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date: _____

ATTEST:

Approved as to form and legal sufficiency:

Kim Wynn, Village Clerk

Glen J. Torcivia, Village Attorney



Contractor: **MAINTSTAR, INC.**

By: _____

Print Name: Eric Sabato

Title: VP of Sales

STATE OF California)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 19 day of SEP, 2023, by _____, as _____ of Maintstar, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who is authorized to bind the Contractor to this Second Amendment.

**PLEASE SEE ATTACHED
NOTARY DOCUMENTS**

Notary Public

CIVIL CODE § 1189

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

Personally appeared ERIC SABATO

 **NAOMI ARTIST**
Notary Public - California
Orange County
Commission # 2446584
My Comm. Expires Jun 6, 2027

OPTIONAL

Name of Signer(s): ERIC SABATO

ATTACHMENT B - PROJECT SCHEDULE

Project Phase	Details	Target Completion
Pre-Project Planning	Assign Responsibilities Define Deliverables	Complete at week 2
Project Kick Off	Team Introductions Mutual Understanding of Project Responsibilities and Goals	Complete at week 3.5
Pre-Production Access and Feedback	Set of Sandbox Environment Initial User Access	Complete at week 5.5
Configuration and Support	Load Standard Datasets Codes, LMS, Licensed Professionals	Complete at week 7.5
Screen/Workflows	Configure Record Types, Screens, Workflows, Activities, Tasks, Menus, User Defined Fields	Complete at week 16
Forms	Forms Development Upload	Complete at week 18
Reports	Reports Development Upload	Complete at week 20
Data Convert + Validate (1)	Data Mapping, Convert, Insert And Validate	Complete at week 21
Data Convert + Validate (2)	Corrected Data Mapping, Convert, Insert and Validate	Complete at week 23
User Training	On Site Training	Complete at week 25
Live Cut-Over Plan	Cut Over Planning	Complete at week 26.5
Final Data Convert Push to Production	Final Data Convert, Validate, Push to Pro- duction	Complete at week 28.5
Cut Over	Cut Over	Complete at week 30
Go Live On Site Support	On Site Support after Cut-Over	Complete at week 31
Project Complete Date	Deployment and implementation complete	No later than December 29, 2023

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date: _____

ATTEST:

Approved as to form and legal sufficiency:

Kim Wynn, Village Clerk

Glen J. Torcivia, Village Attorney

Contractor: **MAINTSTAR, INC.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as _____ of Maintstar, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

ATTACHMENT B - PROJECT SCHEDULE

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

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

This Agreement is entered into by MaintStar, Inc. as of this 8th day of July, 2021, by and between the Village of Palm Springs, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and MaintStar, Inc., hereinafter referred to as CONTRACTOR.

WITNESSETH THAT:

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

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

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

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

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

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

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

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

SECTION 3: KEY PROJECT PERSONNEL

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

SECTION 4: CONTRACTORS

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

SECTION 5: VILLAGE REPRESENTATION

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

SECTION 6: RESPONSIBILITIES OF THE VILLAGE

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

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

SECTION 7: PERFORMANCE SCHEDULE

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

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

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

SECTION 8: COMPENSATION TO CONTRACTOR

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

SECTION 9: PUBLIC RECORDS

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

- A. Keep and maintain public records required by the VILLAGE to perform the service.
- B. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- D. Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

SECTION 10: METHOD OF COMPENSATION

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

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

SECTION 11: CONTRACTOR'S DELIVERABLES

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

SECTION 12: DESIGN CHANGES OR REVISIONS

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

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

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

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

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

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

SECTION 14: HOLD HARMLESS

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

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

SECTION 15: INSURANCE

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

- A. The following policies of insurance are required:

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

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

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

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

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

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

SECTION 16: OWNERSHIP OF WORK

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

SECTION 17: ASSIGNABILITY

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

SECTION 18: AMENDMENTS

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

SECTION 19: NOTICES

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

VILLAGE:

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

CONTRACTOR:

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

SECTION 20: GOVERNING LAW; CONSENT TO JURISDICTION

This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

SECTION 21: BUSINESS LICENSE

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

SECTION 22: INTEREST OF MEMBERS OF THE VILLAGE

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

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

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

SECTION 24: FACILITIES AND EQUIPMENT

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

SECTION 25: INDEPENDENT CONTRACTOR

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

SECTION 27: TIME

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

SECTION 28: CONTRACTOR NOT AGENT

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

SECTION 29: PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County Ordinance No. 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: SALES AND USE TAX

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

SECTION 31 DEFAULTS: TERMINATION OF AGREEMENT

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

SECTION 32: PUBLIC ENTITY CRIMES

CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 33: FISCAL NON-FUNDING

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

SECTION 34: SCRUTINIZED COMPANIES

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

SECTION 40: E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

SECTION 41: THIRD PARTY BENEFICIARY RIGHTS

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

SECTION 42: SEVERABILITY

If any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

SECTION 43: EFFECTIVE DATE

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: Beverly Smith For
Beverly Smith, Mayor

ATTEST:

Kimberly Wynn for
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, Village Attorney



MAINTSTAR, INC.

By: 

Zinovy R Poretsky, CEO

See attached CA acknowledgement dated JUNE 21, 2021

STATE OF _____)

COUNTY OF _____)

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

Notary Public

Print Name: _____

My commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

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

State of **California**)

County of **Orange**)

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

Z. ZINOVY R. PORETSKY

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

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

WITNESS my hand and official seal.

Signature

Mehdi Zahedi
Mehdi Zahedi, notary public



Notary Seal

OPTIONAL

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

Title or type of Document: , Statement agreement for specialized professional service between the Village of Salem Springs, Florida & Mainstar, Inc. for Mainstar land management system maintenance services.

Document Date JUNE 21, 2021

Number of pages: 19 pgs (including this page)

ATTACHMENTS TO EXHIBIT A

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

ATTACHMENT A - REQUIRED FEATURES AND CAPABILITIES

General Requirements

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

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

On Line Requirements

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

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

Mobile Field Access

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

Standard and Custom Reporting

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

Intake and Processing Module

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

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

Plan Review Module

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

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

Inspection Module

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

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

ATTACHMENT B - PROJECT SCHEDULE

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

ATTACHMENT C - PRICING SUMMARY

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

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

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

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

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

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

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

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

Contractor Support Hourly Rates Schedule - For Reference Only

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

ATTACHMENT D - LICENSING AGREEMENT

1. Parties

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

MAINTSTAR

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

CUSTOMER

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

2. Term and Termination

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

3. Intellectual Property License

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

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

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

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

3.2 License Warranties

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

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

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

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

3.3 Compensation

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

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

4. Confidentiality

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

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

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

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

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

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

5. Other Terms and Conditions

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

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: [Signature]

Printed: Erc Sabab

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Ready

Date: July 8, 2021



ATTACHMENT E - HOSTING AGREEMENT

1. Parties

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

MAINTSTAR

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

CUSTOMER

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

2. Term and Termination

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

3. Hosting Services

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

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

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

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

4. Customer Property

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

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

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

5. Compensation

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

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

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

6. Confidentiality

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

7. Other Terms and Conditions

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

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 6/11/2021

Witnessed By: [Signature]

Printed: E. C. Sabath

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Ready

Date: July 8, 2021



ATTACHMENT F - MAINTENANCE AGREEMENT

1. Parties

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

MAINTSTAR

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

CUSTOMER

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

2. Term and Termination

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

3. Scope of Maintenance

3.1 Maintenance Services

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

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

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

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

3.3 Warranty

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

4. Confidentiality

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

5. Other Terms and Conditions

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

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

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

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

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

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

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

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

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

AGREED AND ACCEPTED:

MaintStar ("MaintStar")

By: [Signature]

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: [Signature]

Printed: Eric Salas

Date: 6/21/21

Customer ("The Customer")

By: [Signature]

Printed: Gary M. Readey

Date: July 8, 2021





Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #3: Approve Professional Services - 1st Amendment - Project Schedule Extension - Vision, Comprehensive Plan and LDR Revisions - Bonnie C. Landry and Associates, P.A.

SUMMARY: On November 10, 2022, the Village Council approved entering into contract negotiations with Bonnie C. Landry and Associates to manage and perform a full and complete revision of the Village's Comprehensive Plan, leading the vision process and managing related modifications to the Land Development Regulations. As a result, an agreement was signed on January 2, 2023.

According to the contract timeline, the policy updates were scheduled to begin in March. The amended timeline shows this project's new start date in September. The 6-month delay was to accommodate a potential for grant funding for the project. The funding source, the State's Community Planning Technical Assistance Grant (CPTA), grant cycle typically opens in March/ April with grant awards announced in May, and projects begin on or after July 1 to coincide with the States fiscal year.

This year, the grant cycle did not kick off until mid-June and projects selected for funding were not announced until late August. Because this grant typically does not reimburse for funds expended prior to the grant agreement, the project was postponed so as not to jeopardize the potential to be reimbursed. Unfortunately, the project was not selected for state funding.

As a result, the Village Council is requested to authorize the First amendment to the Agreement for Professional Services between the Village and Bonnie C. Landry and Associates, P.A. for Vision, Comprehensive Plan and Land Development Regulation Revisions to modify the Project Schedule extending the completion to the end of January 2025.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed First Amendment to Agreement for Professional Services
2. Revised Exhibit "A" - Project Schedule
3. Bonnie C. Landry and Associates, P.A. - Updated Timeline Memo
4. Approved Signed Agreement Bonnie C. Landry and Associates, P.A.

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(VISION, COMPREHENSIVE PLAN, AND LDR REVISIONS)

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“Amendment”), is made and entered into this ____ day of _____, 2023, by and between the **Village of Palm Springs**, a Florida municipal corporation (“Village”) and **Bonnie C. Landry and Associates, P.A.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, on or about January 6, 2023, the Village and Consultant entered into the Agreement for Professional Services pursuant to which the Consultant would provide certain visioning, comprehensive planning and land development professional services to the Village (“Agreement”); and,

WHEREAS, the Agreement included a Project Schedule as Exhibit “A”; and,

WHEREAS, due to unforeseen delays, it is no longer possible to meet the deadlines set forth in the Project Schedule contained in Exhibit “A” to the Agreement; and

WHEREAS, the Consultant and Village mutually desire to amend the Agreement to modify the Project Schedule with the Revised Exhibit “A” – Project Schedule, attached to this Amendment and incorporated herein by reference; and,

WHEREAS, the Village of Palm Springs has determined that amending the Agreement as set forth herein serves a valid public purpose.

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 Consultant agree to amend the Agreement as follows:

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

SECTION 2: Amendment. The Agreement is amended to delete Exhibit “A” – Project Schedule, and replace it with the **Revised Exhibit “A” – Project Schedule**, attached hereto and incorporated herein by reference.

SECTION 3: Entirety of Agreement. The Village and the Consultant 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 in the Agreement and as amended herein. None of the provisions, terms and conditions contained in this Amendment or the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4: Effect of Amendment. All terms and conditions of the Agreement remain in full force and effect except as amended by this Amendment. To the extent that there exists a conflict between this Amendment and the Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Amendment shall prevail.

SECTION 5: Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either

or both parties may sign this Amendment electronically or digitally and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement (Vision, Comprehensive Plan, LDR Revisions) as of the day and year set forth below by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date: _____

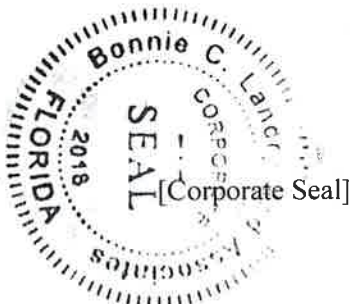
ATTEST:

Approved as to form and legal sufficiency:

Kim Wynn, Village Clerk

Glen J. Torcivia, Village Attorney

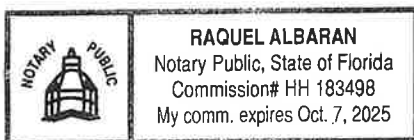
Consultant: **BONNIE C. LANDRY AND ASSOCIATES, P.A.**



By: Bonnie C. Landry
Print Name: Bonnie C. Landry
Title: President

STATE OF FLORIDA)
COUNTY OF ~~PALM BEACH~~ Martin

The foregoing instrument was acknowledged before me this 19 day of September 2023, by Bonnie Landry as President of Bonnie C. Landry and Associates, P.A., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FLDL as identification, and who is authorized to bind the Consultant to the same.



Raquel Albarán
Notary Public

Revised Exhibit “A” – Project Schedule
(4 pages total)

Exhibit A

Task 3a - Updates to Data, Inventory and Analysis (DIA) to Support the Comprehensive Plan				
Project Tasks	Cost	Timeline	Deliverables	
Subtask 3.a.1 Review Recent 2018 EAR-based Amendments	\$ 740.00	Sept/Oct 2023	N/A	
Subtask 3.a.1 Draft Matrix of policy changes to Comp Plan to support long term goals, CRA Plan initiatives, Economic Corridor, and Resiliency policies	\$ 2,220.00	Sept/Oct 2023	Draft Matrix of policy changes to Comp Plan	
Subtask 3.a.1 Prepare Matrix of Changes in Community Planning Law	\$ 1,925.00	Sept/Oct 2023	Matrix of change due to Community Planning Law	
Subtask 3.a.1 Review Village LOS standards; Compare/contrast with County LOS and include in DIA	\$ 740.00	Oct 2023	N/A	
Subtask 3.a.1 Draft/Submit EAR Notification letter to Florida Commerce	\$ -	Oct 2023	Draft letter	
Subtask 3.a.3 Update supporting data to the Village's Comp Plan (DIA)		See dates below.		
Subtask 3.a.3.a Update FLU DIA & Maps		Sept 2023		
Subtask 3.a.3.b Update Transportation DIA & Maps		Sept 2023		
Subtask 3.a.3.c Update Housing DIA & Maps		Oct 2023		
Subtask 3.a.3.d Update Infrastructure DIA & Maps	\$ 13,600.00	Oct 2023	Draft DIA Amendments with 2 Revisions	
Subtask 3.a.3.e Update Conservation DIA & Maps		Nov 2023		
Subtask 3.a.3.f Update Recreation and Open Space DIA & Maps		Nov 2023		
Subtask 3.a.3.g Update Intergovernmental Coordination DIA		Nov 2023		
Subtask 3.a.3.h Update Capital Improvements DIA		Nov 2023		
Subtask 3.a.2 Prepare market overview/analysis; land use optimization and market viability for the appropriateness of uses in the Vision	\$ 7,200.00	Nov 2023	Market Analysis Report	
Subtask 3.a.4 Comprehensive evaluation of the Village Future Land Use Map for consistency with the Vision, Comprehensive Plan, CRA Districts, and Land Development Regulations, and recommend map amendments as part of the Comp Plan update.	\$ 2,960.00	Dec 2023	N/A	
Subtask 3.a.4 Prepare image of draft updated FLU Map to include CRA Boundaries, analyze; compare with region and surrounding area	\$ 1,785.00	Dec 2023	FLU Map and CRA boundary overlay	
Subtask 3.a.4 Updates to Draft Maps required by EAR	\$ 1,350.00	Dec 2023	Updated maps	
Subtask 3.a.5 Mtg # 3 Village Technical Advisory committee; Present overview of recommended changes.	\$ 925.00	Dec 2023	Mtg Agenda; Mtg Summary	
Subtotal Task 3a	\$ 33,445.00			
Task 3b - Updates to the GOPs for the Comprehensive Plan				
Project Tasks	Cost	Timeline	Deliverables	
Subtask 3.b.1 Draft Amendments to the Village's Comp Plan Goals, Objectives, and Policies		See dates below.		
Subtask 3.b.1.a Update FLU GOPs		Jan 2024		
Subtask 3.b.1.b Update Transportation GOPs		Jan 2024		
Subtask 3.b.1.c Update Housing GOPs		Jan 2024		
Subtask 3.b.1.d Update Infrastructure GOPs	\$ 11,700.00	Jan 2024	Draft GOPs	
Subtask 3.b.1.e Update Conservation GOPs		Feb 2024		
Subtask 3.b.1.f Update Recreation and Open Space GOPs		Feb 2024		
Subtask 3.b.1.g Update Intergovernmental Coordination GOPs		Feb 2024		
Subtask 3.b.1.h Update Capital Improvements GOPs		Feb 2024		
Subtask 3.b.1.i Draft Property Rights Element		Feb 2024		
Subtask 3.b.1 Planning Review of Comp Plan Amendments and Revisions	\$ 1,110.00	Mar 2024	Updated Draft Comprehensive Plan	
Subtask 3.b.1 Legal Departments Review of Comp Plan Amendments and Revisions	\$ 1,110.00	Mar 2024	Updated Draft Comprehensive Plan	
Subtask 3.b.1 Revisions to Draft Document as requested by Planning and Legal	\$ 4,625.00	Apr 2024	N/A	
Subtask 6.2 Review LDR and look for opportunities (Moved from Task 6)	\$ 2,960.00	Apr 2024	Draft LDR Matrix	
Subtotal Task 3b	\$ 15,030.00			

Task 4 - Comprehensive Plan Workshops & Transmittal Hearings			
Project Tasks	Cost	Timeline	Deliverables
OPTIONAL Subtask 4.1 Joint Workshop Village Manager will brief elected officials and evaluate the need	\$ 2,500.00	May 2024	Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
Subtask 4.2 LPA Transmittal Hearing (1st Reading of (Comp Plan Ordinance) Review Updates made to Transmittal Version	\$ 2,500.00	Jun 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
Subtask 4.3 Village Council Transmittal Hearing (1st Reading of Comp Plan Ordinance) Review Updates made to Transmittal Version	\$ 2,500.00	Jun 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
Subtask 4.4 Prepare Transmittal Package and Transmit Comprehensive Plan to DEO and State Agencies	\$ 2,280.00	Jun 2024	Transmittal Cover Letter; Electronic Copy of Draft Comp Plan and Maps
Subtotal Task 4 without optional services	\$ 7,280.00		
Subtotal Task 4 with optional services	\$ 9,780.00		

Task 5- ORC Report and Adoption Hearing for Comprehensive Plan Amendments			
Project Tasks	Cost	Timeline	Deliverables
Subtask 5.1 Receive Objections, Recommendations, Comments (ORC) Report	N/A	Jul 2024	Electronic Copy of ORC Report
Subtask 5.1 Review ORC Report	\$ 740.00	Jul 2024	N/A
Subtask 5.1 Prepare Matrix of ORC Report comments	\$ 800.00	Jul 2024	Matrix of ORC Report Comp Plan Updates
Subtask 5.1 Prepare Update to Comprehensive Plan Amendments to comply with ORC Report	\$ 1,360.00	Jul/Aug 2024	Updated Draft of Comp Plan and Maps
Subtask 5.1 Planning and Legal Departments Review and make any revisions	\$ 740.00	Jul/Aug 2024	Updated Draft of Comp Plan and Maps
Subtask 5.2 Village Council Adoption Hearing (2nd Reading of Comp Plan Ordinance) Facilitate the Adoption Hearing	\$ 2,500.00	Aug 2024	Updated Draft of Comp Plan and Maps and Agenda Summary
Subtask 5.3 Prepare and Transmit Proposed Adopted Comprehensive Plan to DEO and State Agencies	\$ 1,140.00	Aug 2024	Transmittal Cover Letter; Electronic Copy of Draft Comp Plan and Maps
Subtotal Task 5	\$7,280.00		

Task 6- LDR Revisions, Workshops and Hearings			
Project Tasks	Cost	Timeline	Deliverables
Subtask 6.1 Coordinate LDR External Steering Committee Member List with Village Staff Feedback	\$ 755.00	Sept 2024	List of LDR External Steering Committee Members & Contact Info
Subtask 6.2 Review LDR and look for opportunities		Occurring in Task 3a	N/A
Subtask 6.2 Draft Matrix LDR; Support Comp Plan, CRA Plan, Economic Initiatives, LOS and Resiliency efforts	\$ 370.00	Sept 2024	Draft LDR Matrix
Subtask 6.2 Staff review of Matrix of Amendments and make changes	\$ 5,765.00	Sept/Oct 2024	Draft LDR Amendments and Zoning Map with 2 Revisions
Subtask 6.2 Draft Amendments to the Village's LDR(s)	\$ 1,110.00	Oct 2024	Summary of Changes; Updated LDR Draft
Subtask 6.3 Planning and Legal Departments Review of LDR Amendments and Make Changes	\$ 925.00	Oct 2024	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.3 List of Proposed Amendments to the Village LDRs	\$ 1,850.00	Oct 2024	List of LDR Amendments
OPTIONAL Subtask 6.4 Joint Workshop 2 - Council, LPA and CRA; Review Draft LDRs and Zoning Map	\$ 2,280.00	Nov 2024	Agenda; PowerPoint; Draft LDR Amendments and Zoning Map
Subtask 6.5 Local Planning Agency Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Dec 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtask 6.6 Village Council Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Dec 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtask 6.7 Update LDRs and Zoning Map based on Feedback from Hearing	\$ 1,630.00	Dec 2024	Updated Draft of LDRs and Zoning Map
Subtask 6.7 Mtg # 2 LDR External Steering Committee - Review Updated Draft LDRs	\$ 925.00	Jan 2025	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.7 Planning and Legal Departments Review of Amendments and any changes	\$ 740.00	Jan 2025	Updated Draft of LDRs and Zoning Map
Subtask 6.8 Village Council Hearing (2nd Reading of LDR Ordinances)	\$ 2,500.00	Jan 2025	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtotal Task 6 without optional services	\$ 21,570.00		
Subtotal Task 6 with optional services	\$ 23,850.00		

Subtotal Tasks 3 - 6 without optional services	\$	84,605.00
Prompt Pay Discount (Monthly invoices paid in 30 days)	\$	1,692.10
Total Subtotal Tasks 3 - 6 Prompt Pay Discount without optional services included	\$	82,912.90
Subtotal Tasks 3 - 6 with optional services	\$	89,385.00
Prompt Pay Discount (Monthly invoices paid in 30 days)	\$	1,787.70
Total Subtotal Tasks 3 - 6 Prompt Pay Discount with optional services included	\$	87,597.30

REVISED EXHIBIT A

PROJECT SCHEDULE

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Project Tasks	Cost	Timeline	Deliverables
Subtask 3.a.1 Review Recent 2018 EAR-based Amendments	\$ 740.00	Sept/Oct 2023	N/A
Subtask 3.a.1 Draft Matrix of policy changes to Comp Plan to support long term goals, CRA Plan initiatives, Economic Corridor, and Resiliency policies	\$ 2,220.00	Sept/Oct 2023	Draft Matrix of policy changes to Comp Plan
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Subtask 3.a.3.a Update FLU DIA & Maps		Sept 2023	
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Subtask 3.a.3.h Update Capital Improvements DIA	\$ 7,200.00	Nov 2023	Market Analysis Report
Subtask 3.a.2 Prepare market overview/analysis- land use optimization and market viability for the appropriateness of uses in the Vision		Nov 2023	
Subtask 3.a.4 Comprehensive evaluation of the Village Future Land Use Map for consistency with the Vision, Comprehensive Plan, CRA Districts, and Land Development Regulations, and recommend map amendments as part of the Comp Plan update.		Dec 2023	
Subtask 3.a.4 Prepare image of draft updated FLU Map to include CRA Boundaries, analyze; compare with region and surrounding area		Dec 2023	FLU Map and CRA boundary overlay
Subtask 3.a.4 Updates to Draft Maps required by EAR		Dec 2023	Updated maps
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Subtask 6.2 Review LDR and look for opportunities (Moved from Task 6)	\$ 4,625.00	Apr 2024	N/A
Subtask 6.2 Draft Matrix LDR Amendments to support Comp Plan, CRA Plan, Economic Initiatives, LOS and Resiliency efforts (Moved from Task 6)	\$ 2,960.00	Apr 2024	Draft LDR Matrix
Subtotal Task 3b	\$ 15,030.00		

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Subtotal Task 4 with optional services	\$ 9,780.00		

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Subtask 5.1 Prepare Matrix of ORC Report comments.	\$ 800.00	Jul 2024	Matrix of ORC Report Comp Plan Updates
Subtask 5.1 Prepare Update to Comprehensive Plan Amendments to comply with ORC Report	\$ 1,360.00	Jul/Aug 2024	Updated Draft of Comp Plan and Maps
Subtask 5.1 Planning and Legal Departments Review and make any revisions	\$ 740.00	Jul/Aug 2024	Updated Draft of Comp Plan and Maps
Subtask 5.2 Village Council Adoption Hearing (2nd Reading of Comp Plan Ordinance) Facilitate the Adoption Hearing	\$ 2,500.00	Aug 2024	Updated Draft of Comp Plan and Maps and Agenda Summary
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Subtotal Task 5	\$7,280.00		

Task 6- LDR Revisions, Workshops and Hearings			
Project Tasks	Cost	Timeline	Deliverables
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Subtask 6.2 Review LDR and look for opportunities	Occuring in Task 3a		N/A
Subtask 6.2 Draft Matrix LDR: Support Comp Plan, CRA Plan, Economic Initiatives, LOS and Resiliency efforts	Occuring in Task 3a		Draft LDR Matrix
Subtask 6.2 Staff review of Matrix of Amendments and make changes	\$ 370.00	Sept 2024	Updated Draft LDR Matrix
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Subtask 6.2 Planning and Legal Departments Review of LDR Amendments and Make Changes	\$ 1,110.00	Oct 2024	Summary of Changes; Updated LDR Draft
Subtask 6.3 Mtg # 1 LDR External Steering Committee - Review Draft LDRs	\$ 925.00	Oct 2024	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.3 List of Proposed Amendments to the Village LDRs	\$ 1,850.00	Oct 2024	List of LDR Amendments
OPTIONAL Subtask 6.4 Joint Workshop 2 - Council, LPA and CRA; Review Draft LDRs and Zoning Map	\$ 2,280.00	Nov 2024	Agenda; PowerPoint; Draft LDR Amendments and Zoning Map
Subtask 6.5 Local Planning Agency Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Dec 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtask 6.6 Village Council Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Dec 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtask 6.7 Update LDRs and Zoning Map based on Feedback from Hearing	\$ 1,630.00	Dec 2024	Updated Draft of LDRs and Zoning Map
Subtask 6.7 Mtg # 2 LDR External Steering Committee - Review Updated Draft LDRs	\$ 925.00	Jan 2025	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.7 Planning and Legal Departments Review of Amendments and any changes	\$ 740.00	Jan 2025	Updated Draft of LDRs and Zoning Map
Subtask 6.8 Village Council Hearing (2nd Reading of LDR Ordinances)	\$ 2,500.00	Jan 2025	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtotal Task 6 without optional services	\$ 21,570.00		
Subtotal Task 6 with optional services	\$ 23,850.00		

Subtotal Tasks 3 - 6 <u>without</u> optional services	\$	84,605.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	1,692.10
Total Subtotal Tasks 3 - 6 Prompt Pay Discount <u>without</u> optional services included	\$	82,912.90
Subtotal Tasks 3 - 6 <u>with</u> optional services	\$	89,385.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	1,787.70
Total SubtotalTasks 3 - 6 Prompt Pay Discount <u>with</u> optional services included	\$	87,597.30

TO: Iramis Cabrera, Planning, Zoning and Building Director
Village of Palm Springs

FROM: Bonnie C. Landry, AICP
President, Bonnie C. Landry and Associates

DATE: September 18, 2023

SUBJECT: Updated Project Timeline for the Comprehensive Plan updates



This letter is to provide you with an updated timeline for the preparation of the EAR-based amendments to the Village of Palm Springs Comprehensive Plan.

According to the contract timeline, the Policy updates were scheduled to begin in March. The amended timeline shows this project's new start date in September. The 6-month delay was to accommodate a potential for grant funding of the project. The funding source, the State's Community Planning Technical Assistance Grant (CPTA), grant cycle typically opens in March/April with grant award announced in May, and projects begin on or after July 1 to coincide with the States fiscal year. This year, the grant cycle did not kick off until mid-June and projects selected for funding were not announced until late August. Because this grant typically does not reimburse for funds expended prior to the grant agreement, we postponed the project so as not to jeopardize the Village's potential to be reimbursed. Unfortunately, this project was not selected for State funding, but we are happy to move forward on this project.

Sincerely,



Bonnie C. Landry, AICP
President
Bonnie C. Landry and Associates, P.A
bonnie@bclandry.com
Mobile (772) 201-5052 Office (772) 266-9427

Task 3a - Updates to Data, Inventory and Analysis (DIA) to Support the Comprehensive Plan			
Project Tasks	Cost	Timeline	Deliverables
Subtask 3.a.1 Review Recent 2018 EAR-based Amendments	\$ 740.00	Sept/Oct 2023	N/A
Subtask 3.a.1 Draft Matrix of policy changes to Comp Plan to support long term goals, CRA Plan initiatives, Economic Corridor, and Resiliency policies	\$ 2,220.00	Sept/Oct 2023	Draft Matrix of policy changes to Comp Plan
Subtask 3.a.1 Prepare Matrix of Changes in Community Planning Law	\$ 1,925.00	Sept/Oct 2023	Matrix of change due to Community Planning Law
Subtask 3.a.1 Review Village LOS standards; Compare/contrast with County LOS and include in DIA	\$ 740.00	Oct 2023	N/A
Subtask 3.a.1 Draft/Submit EAR Notification Letter to Florida Commerce	\$ -	Oct 2023	Draft Letter
Subtask 3.a.3 Update supporting data to the Village's Comp Plan (DIA)	\$ 13,600.00	See dates below.	Draft DIA Amendments with 2 Revisions
Subtask 3.a.3.a Update FLU DIA & Maps		Sept 2023	
Subtask 3.a.3.b Update Transportation DIA & Maps		Sept 2023	
Subtask 3.a.3.c Update Housing DIA & Maps		Oct 2023	
Subtask 3.a.3.d Update Infrastructure DIA & Maps		Oct 2023	
Subtask 3.a.3.e Update Conservation DIA		Nov 2023	
Subtask 3.a.3.f Update Recreation and Open Space DIA & Maps		Nov 2023	
Subtask 3.a.3.g Update Intergovernmental Coordination DIA		Nov 2023	
Subtask 3.a.3.h Update Capital Improvements DIA		Nov 2023	
Subtask 3.a.2 Prepare market overview/analysis- land use optimization and market viability for the appropriateness of uses in the Vision	\$ 7,200.00	Nov 2023	Market Analysis Report
Subtask 3.a.4 Comprehensive evaluation of the Village Future Land Use Map for consistency with the Vision, Comprehensive Plan, CRA Districts, and Land Development Regulations, and recommend map amendments as part of the Comp Plan update.	\$ 2,960.00	Dec 2023	N/A
Subtask 3.a.4 Prepare image of draft updated FLU Map to include CRA Boundaries, analyze; compare with region and surrounding area	\$ 1,785.00	Dec 2023	FLU Map and CRA boundary overlay
Subtask 3.a.4 Updates to Draft Maps required by EAR	\$ 1,350.00	Dec 2023	Updated maps
Subtask 3.a.5 Mtg # 3 Village Technical Advisory committee; Present overview of recommended changes.	\$ 925.00	Dec 2023	Mtg Agenda; Mtg Summary
Subtotal Task 3a	\$ 33,445.00		
Task 3b - Updates to the GOPs for the Comprehensive Plan			
Project Tasks	Cost	Timeline	Deliverables
Subtask 3.b.1 Draft Amendments to the Village's Comp Plan Goals, Objectives, and Policies	\$ 11,700.00	See dates below.	Draft GOPs
Subtask 3.b.1.a Update FLU GOPs		Jan 2024	
Subtask 3.b.1.b Update Transportation GOPs		Jan 2024	
Subtask 3.b.1.c Update Housing GOPs		Jan 2024	
Subtask 3.b.1.d Update Infrastructure GOPs		Jan 2024	
Subtask 3.b.1.e Update Conservation GOPs		Jan 2024	
Subtask 3.b.1.f Update Recreation and Open Space GOPs		Feb 2024	
Subtask 3.b.1.g Update Intergovernmental Coordination GOPs		Feb 2024	
Subtask 3.b.1.h Update Capital Improvements GOPs		Feb 2024	
Subtask 3.b.1.i Draft Property Rights Element		Feb 2024	
Subtask 3.b.1 Planning Review of Comp Plan Amendments and Revisions	\$ 1,110.00	Mar 2024	Updated Draft Comprehensive Plan
Subtask 3.b.1 Legal Departments Review of Comp Plan Amendments and Revisions	\$ 1,110.00	Mar 2024	Updated Draft Comprehensive Plan
Subtask 3.b.1 Revisions to Draft Document as requested by Planning and Legal	\$ 1,110.00	Mar 2024	Updated Draft Comprehensive Plan
Subtask 6.2 Review LDR and look for opportunities (Moved from Task 6)	\$ 4,625.00	Apr 2024	N/A
Subtask 6.2 Draft Matrix LDR Amendments to support Comp Plan, CRA Plan, Economic Initiatives, LOS and Resiliency efforts (Moved from Task 6)	\$ 2,960.00	Apr 2024	Draft LDR Matrix
Subtotal Task 3b	\$ 15,030.00		

Task 4 - Comprehensive Plan Workshops & Transmittal Hearings			
Project Tasks	Cost	Timeline	Deliverables
OPTIONAL Subtask 4.1 Joint Workshop Village Manager will brief elected officials and evaluate the need	\$ 2,500.00	May 2024	Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
Subtask 4.2 LPA Transmittal Hearing (1st Reading of Comp Plan Ordinance) Review Updates made to Transmittal Version	\$ 2,500.00	Jun 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
Subtask 4.3 Village Council Transmittal Hearing (1st Reading of Comp Plan Ordinance) Review Updates made to Transmittal Version	\$ 2,500.00	Jun 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
Subtask 4.4 Prepare Transmittal Package and Transmit Comprehensive Plan to DEO and State Agencies	\$ 2,280.00	Jun 2024	Transmittal Cover Letter; Electronic Copy of Draft Comp Plan and Maps
Subtotal Task 4 without optional services	\$ 7,280.00		
Subtotal Task 4 with optional services	\$ 9,780.00		

Task 5- ORC Report and Adoption Hearing for Comprehensive Plan Amendments			
Project Tasks	Cost	Timeline	Deliverables
Subtask 5.1 Receive Objections, Recommendations, Comments (ORC) Report	N/A	Jul 2024	Electronic Copy of ORC Report
Subtask 5.1 Review ORC Report	\$ 740.00	Jul 2024	N/A
Subtask 5.1 Prepare Matrix of ORC Report comments.	\$ 800.00	Jul 2024	Matrix of ORC Report Comp Plan Updates
Subtask 5.1 Prepare Update to Comprehensive Plan Amendments to comply with ORC Report	\$ 1,360.00	Jul/Aug 2024	Updated Draft of Comp Plan and Maps
Subtask 5.1 Planning and Legal Departments Review and make any revisions	\$ 740.00	Jul/Aug 2024	Updated Draft of Comp Plan and Maps
Subtask 5.2 Village Council Adoption Hearing (2nd Reading of Comp Plan Ordinance) Facilitate the Adoption Hearing	\$ 2,500.00	Aug 2024	Updated Draft of Comp Plan and Maps and Agenda Summary
Subtask 5.3 Prepare and Transmit Proposed Adopted Comprehensive Plan to DEO and State Agencies	\$ 1,140.00	Aug 2024	Transmittal Cover Letter; Electronic Copy of Draft Comp Plan and Maps
Subtotal Task 5	\$7,280.00		

Task 6- LDR Revisions, Workshops and Hearings			
Project Tasks	Cost	Timeline	Deliverables
Subtask 6.1 Coordinate LDR External Steering Committee Member List with Village Staff Feedback	\$ 755.00	Sept 2024	List of LDR External Steering Committee Members & Contact Info
Subtask 6.2 Review LDR and look for opportunities	Occuring in Task 3a		N/A
Subtask 6.2 Draft Matrix LDR: Support Comp Plan, CRA Plan, Economic Initiatives, LOS and Resiliency efforts	Occuring in Task 3a		Draft LDR Matrix
Subtask 6.2 Staff review of Matrix of Amendments and make changes	\$ 370.00	Sept 2024	Updated Draft LDR Matrix
Subtask 6.2 Draft Amendments to the Village's LDR(s)	\$ 5,765.00	Sept/Oct 2024	Draft LDR Amendments and Zoning Map with 2 Revisions
Subtask 6.2 Planning and Legal Departments Review of LDR Amendments and Make Changes	\$ 1,110.00	Oct 2024	Summary of Changes; Updated LDR Draft
Subtask 6.3 Mtg # 1 LDR External Steering Committee - Review Draft LDRs	\$ 925.00	Oct 2024	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.3 List of Proposed Amendments to the Village LDRs	\$ 1,850.00	Oct 2024	List of LDR Amendments
OPTIONAL Subtask 6.4 Joint Workshop 2 - Council, LPA and CRA; Review Draft LDRs and Zoning Map	\$ 2,280.00	Nov 2024	Agenda; PowerPoint; Draft LDR Amendments and Zoning Map
Subtask 6.5 Local Planning Agency Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Dec 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtask 6.6 Village Council Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Dec 2024	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtask 6.7 Update LDRs and Zoning Map based on Feedback from Hearing	\$ 1,630.00	Dec 2024	Updated Draft of LDRs and Zoning Map
Subtask 6.7 Mtg # 2 LDR External Steering Committee - Review Updated Draft LDRs	\$ 925.00	Jan 2025	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.7 Planning and Legal Departments Review of Amendments and any changes	\$ 740.00	Jan 2025	Updated Draft of LDRs and Zoning Map
Subtask 6.8 Village Council Hearing (2nd Reading of LDR Ordinances)	\$ 2,500.00	Jan 2025	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtotal Task 6 without optional services	\$ 21,570.00		
Subtotal Task 6 with optional services	\$ 23,850.00		

Subtotal Tasks 3 - 6 <u>without</u> optional services	\$	84,605.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	1,692.10
Total Subtotal Tasks 3 - 6 Prompt Pay Discount <u>without</u> optional services included	\$	82,912.90
Subtotal Tasks 3 - 6 <u>with</u> optional services	\$	89,385.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	1,787.70
Total SubtotalTasks 3 - 6 Prompt Pay Discount <u>with</u> optional services included	\$	87,597.30

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 6th day of January, 2023, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Bonnie C. Landry and Associates, P.A. hereinafter referred to as "Consultant".

WITNESSETH:

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

WHEREAS, the Village desires to engage the Consultant to perform those services set forth in the RFP and in accordance with this Agreement; and

WHEREAS, the Consultant shall provide those services as set forth in the RFP and in accordance with this Agreement.

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

SECTION 1: INCORPORATION OF RECITALS.

The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES.

The Consultant shall perform the services set forth in the RFP and as more specifically set forth in Sections 1.3 and 1.4 of the RFP.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant 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 Consultant is that of independent contractors, and neither shall be considered a joint ventures, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME FOR COMPLETION, AND TERMINATION.

- a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be for the term necessary to complete all services as set forth in the RFP unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.
- b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".
- c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim, therefore, is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.
- d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.
- e. 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) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

- f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:
- i. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
 - ii. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.
 - iii. Continue and complete all parts of the services that have not been terminated.
- g. 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 Consultant of such occurrence and either the Village or Consultant 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 Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

1. Payments. The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Exhibit "A". The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in Exhibit "A".
2. Invoice. The Consultant shall render an invoice to the Village for services upon completion of the services. The invoice will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

SECTION 6: INSURANCE

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

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

professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultant used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs 2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days' notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

SECTION 7: 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 8: ASSIGNMENT

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

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT.

Consultant agrees that it will not discriminate against any employee or applicant for

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

SECTION 10: PROHIBITION AGAINST CONTINGENT FEES.

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

SECTION 11: INTEREST OF THE CONSULTANT.

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

SECTION 12: COMPLIANCE WITH LAWS.

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

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 Consultant 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 Consultant's place of business. In no circumstances will Consultant be

required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION.

The Consultant 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 Consultant 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.

Consultant 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 Consultant 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: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

Bonnie C. Landry and Associates, P.A.
Attn: Bonnie Landry
615 St. Lucie Crescent, Suite #201
Stuart, FL. 34994

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 Consultant 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 Consultant 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 Consultant 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: 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: 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 27: 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 28: PALM BEACH COUNTY IG.

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

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.

This Agreement consists of this Agreement, the RFP and 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 and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail first, then the terms and conditions of the RFP and finally the terms and conditions of Exhibit "A", Consultant'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 30: OWNERSHIP OF DELIVERABLES.

The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Village shall become the exclusive property of the Village. The Village accepts sole responsibility for the reuse

of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY.

By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION; VENUE.

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

SECTION 33: INTERNAL DISPUTE BETWEEN VILLAGE AND CONSULTANT.

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

SECTION 34: PUBLIC RECORDS.

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

Keep and maintain public records required by the Village to perform the service.

1. 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.
2. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Consultant does not transfer the records to the Village.
3. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village

upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200, KWYNN@VPSFL.ORG OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 35: LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: INDEMNIFICATION.

The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Village and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign

immunity or Section 768.28, Florida Statutes.

SECTION 37: FISCAL NON-FUNDING.

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

SECTION 38: E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

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

ATTEST:

Kimberly Kypa
Village Clerk

Approved as to Form:

S. Pruitt
Village Attorney



VILLAGE OF PALM SPRINGS

[Signature]
Mayor

CONSULTANT

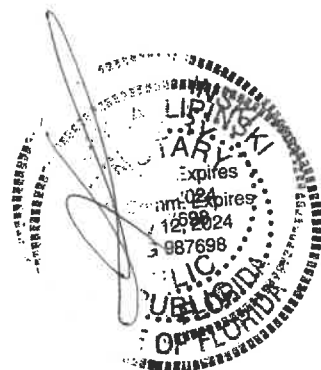
By: Bonnie C Landry

Bonnie C. Landry
(Name Printed or Typed)

President
Title

STATE OF Florida
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5 this January day of 2022,
by Bonnie C. Landry 2023

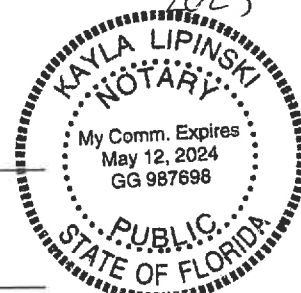


Kayla Lipinski
(Signature of Notary Public-State of Florida)
Kayla Lipinski

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

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced: FL Driver License



Phase 1 (Fiscal Year 2022-2023)				
Task 1 -Project Kickoff				
Project Tasks	Cost	Timeline	Deliverables	
Subtask 1.1 Project Kickoff - Discuss expectations, deliverables, sign final paperwork	\$ 1,000.00	Dec-8, 2022	Meeting Summary; Signed Contract	
Subtask 1.2 Meeting #1 Village Technical Advisory Committee and prepare meeting schedule for Public Meetings	\$ 1,125.00	Dec-2022	Technical Advisory Committee Meeting summary and Public Meetings Schedule	
Subtask 1.3 Draft DEO Technical Assistance Grant Application	\$ 500.00	Jan/Feb-2023	DEO Grant Narrative and email confirmation of the State accepts the application	
Subtask 1.4 Project Review of Existing Data (Visioning data, CRA Plan, CRA FON, Commercial Corridor, Economic Branding)	\$ 6,775.00	Jan-2023	Technical Memo #1. Summary of existing data and key themes identified.	
Subtotal Task 1	\$ 9,400.00			
Task 2 - Visioning				
Project Tasks	Cost	Timeline	Deliverables	
Subtask 2.1 Joint Visioning Workshops (Planning and Zoning Board, CRA and Village Council)	\$ 7,500.00	Jan/April 2023	Joint Workshop Meeting summaries; Updated graphics; Workshop presentations	
Subtask 2.2 Vision Narrative and Imaging (Estimated 5 areas to provide graphics.)	\$ 12,500.00	Feb-2023	Narrative of long-term goals and strategic objectives and graphics representing redevelopment scenarios of selected areas at the direction of Village staff.	
Subtask 2.3 Mtg # 2 Village Technical Advisory Committee; Review/approve redevelopment scenarios.	\$ 1,125.00	Feb/Mar-2023	Technical Advisory Committee Meeting summary and Redevelopment scenario graphics, and revised graphics if directed.	
Subtotal Task 2	\$21,125.00			
Task 3a - Updates to Data, Inventory and Analysis (DIA) to Support the Comprehensive Plan				
Project Tasks	Cost	Timeline	Deliverables	
Subtask 3.a.1 Review Recent 2018 EAR-based Amendments	\$ 740.00	Mar/April 2023	N/A	
Subtask 3.a.1 Draft Matrix of policy changes recommended to Comp Plan to support long term goals, CRA Plan Initiatives, Economic Corridor, and Resiliency policies	\$ 2,220.00	Mar/April 2023	Draft Matrix of policy changes to Comp Plan	
Subtask 3.a.1 Prepare Matrix of Changes in Community Planning Law	\$ 1,925.00	Mar/April 2023	Matrix of change due to Community Planning Law	
Subtask 3.a.1 Review Village LOS standards; Compare/contrast with County LOS and include in DIA	\$ 740.00	April 2023	N/A	
Subtask 3.a.2 Prepare market overview/analysis- land use optimization and market viability for the appropriateness of uses in the Vision	\$ 7,200.00	April 2023	Market Analysis Report	
Subtask 3.a.3 Update supporting data to the Village's Comp Plan (DIA)	\$ 13,600.00	April 2023	Draft DIA Amendments with 2 Revisions	
Subtask 3.a.4 Comprehensive evaluation of the Village Future Land Use Map for consistency with the Vision, Comprehensive Plan, CRA Districts, and Land Development Regulations, and recommend map amendments as part of the Comp Plan update.	\$ 2,960.00	May 2023	N/A	
Subtask 3.a.4 Prepare image of draft updated FLU Map to include CRA Boundaries; analyze; compare with region and surrounding area	\$ 1,785.00	May 2023	FLU Map and CRA boundary overlay	
Subtask 3.a.4 Updates to Draft Maps required by EAR	\$ 1,350.00	May 2023	Updated maps	
Subtask 3.a.5 Mtg # 3 Village Technical Advisory committee; Present overview of recommended changes.	\$ 925.00	June 2023	Mtg Agenda; Mtg Summary	
Subtotal Task 3a	\$ 39,445.00			
Task 3b - Updates to the GOPs for the Comprehensive Plan (Anticipated DEO Technical Assistance Grant Funding Starting in Task 3b: July 2023)				
Subtask 3.b.1 Draft Amendments to the Village's Comp Plan Goals, Objectives, and Policies	\$ 11,700.00	July 2023	Draft GOPs	
Subtask 3.b.1 Planning Review of Comp Plan Amendments and Revisions	\$ 1,110.00	Aug 2023	Updated Draft Comprehensive Plan	
Subtask 3.b.1 Legal Departments Review of Comp Plan Amendments and Revisions	\$ 1,110.00	Aug 2023	Updated Draft Comprehensive Plan	
Subtask 3.b.1 Revisions to Draft Document as requested by Planning and Legal	\$ 1,110.00	Aug 2023	Updated Draft Comprehensive Plan	
OPTIONAL Subtask 3.b.2 DEO Technical Assistance Grant Reporting (Hourly Rate; if decided upon)	TBD	July- Nov 2023	Grant Reporting documents	
Subtotal Task 3b without optional services	\$ 15,030.00			
Subtotal Task 3b with optional services	\$ 15,030.00		Cost will depend on hours worked.	

Phase II (Fiscal Year 2023-2024)				
Task 4 - Comprehensive Plan Workshops & Transmittal Hearings				
Project Tasks		Cost	Timeline	Deliverables
OPTIONAL	Subtask 4.1 Joint Workshop Village Manager will brief elected officials and evaluate the need	\$ 2,500.00	Sept 14, 2023 (2nd Thursday)	Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
	Subtask 4.2 LPA Transmittal Hearing (1st Reading of Comp Plan Ordinance) Review Updates made to Transmittal Version	\$ 2,500.00	Oct 12, 2023 (2nd Thursday)	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
	Subtask 4.3 Village Council Transmittal Hearing (1st Reading of Comp Plan Ordinance) Review Updates made to Transmittal Version	\$ 2,500.00	Oct 12, 2023 (2nd Thursday)	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps
	Subtask 4.4 Prepare Transmittal Package and Transmit Comprehensive Plan to DEO and State Agencies	\$ 2,280.00	Nov 2023	Transmittal Cover Letter; Electronic Copy of Draft Comp Plan and Maps
	Subtotal Task 4 without optional services	\$ 7,280.00		
Subtotal Task 4 with optional services		\$ 9,780.00		
Task 5- ORC Report and Adoption Hearing for Comprehensive Plan Amendments				
Project Tasks		Cost	Timeline	Deliverables
Subtask 5.1 Receive Objections, Recommendations, Comments (ORC) Report		N/A	Jan 2024	Electronic Copy of ORC Report
Subtask 5.1.1 Prepare ORC Report		\$ 740.00	Feb 2024	N/A
Subtask 5.1 Prepare Matrix of ORC Report comments.		\$ 800.00	Feb 2024	Matrix of ORC Report Comp Plan Updates
Subtask 5.1 Prepare Update to Comprehensive Plan Amendments to comply with ORC Report		\$ 1,360.00	Feb 2024	Updated Draft of Comp Plan and Maps
Subtask 5.1 Planning and Legal Departments Review and make any revisions		\$ 740.00	Mar 2024	Updated Draft of Comp Plan and Maps
Subtask 5.2 Village Council Adoption Hearing (2nd Reading of Comp Plan Ordinance) Facilitate the Adoption Hearing		\$ 2,500.00	Mar 2024	Updated Draft of Comp Plan and Maps and Agenda Summary
Subtask 5.3 Prepare and Transmit Proposed Adopted Comprehensive Plan to DEO and State Agencies		\$ 1,140.00	Mar 14, 2024 (2nd Thursday)	Transmittal Cover Letter; Electronic Copy of Draft Comp Plan and Maps
Subtotal Task 5		\$7,280.00		
Task 6- LDR Revisions, Workshops and Hearings				
Project Tasks		Cost	Timeline	Deliverables
Subtask 6.1 Coordinate LDR External Steering Committee Member List with Village Staff Feedback		\$ 755.00	Mar 2024	List of LDR External Steering Committee Members & Contact Info
Subtask 6.2 Review LDR and look for opportunities		\$ 4,625.00	April 2023	N/A
Subtask 6.2 Draft Matrix LDR Amendments to support Comp Plan, CRA Plan, Economic Initiatives, LOS and Resiliency efforts		\$ 2,960.00	April/May 2023	Draft LDR Matrix
Subtask 6.2 Staff review of Matrix of Amendments and make changes		\$ 370.00	May/June 2023	Updated Draft LDR Matrix
Subtask 6.2 Draft Amendments to the Village's LDR(s)		\$ 5,765.00	Apr 2024	Draft LDR Amendments and Zoning Map with 2 Revisions
Subtask 6.2 Planning and Legal Departments Review of LDR Amendments and Make Changes		\$ 1,110.00	May 2024	Summary of Changes; Updated LDR Draft
Subtask 6.3 Mtg # 1 LDR External Steering Committee - Review Draft LDRs		\$ 925.00	May 2024	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.3 List of Proposed Amendments to the Village LDRs		\$ 1,850.00	May 2024	List of LDR Amendments
OPTIONAL	Subtask 6.4 Joint Workshop 2- Council, LPA and CRA; Review Draft LDRs and Zoning Map	\$ 2,280.00	May 9, 2024 (2nd Thursday)	Agenda; PowerPoint; Draft LDR Amendments and Zoning Map
	Subtask 6.5 Local Planning Agency Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Jun 13, 2024 (2nd Thursday)	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
	Subtask 6.6 Village Council Public Hearing (1st Reading of LDR Ordinances)	\$ 2,500.00	Jun 13, 2024 (2nd Thursday)	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
	Subtask 6.7 Update LDRs and Zoning Map based on Feedback from Hearing	\$ 1,630.00	Jun 2024	Updated Draft of LDRs and Zoning Map
	Subtask 6.7 Mtg # 2 LDR External Steering Committee - Review Updated Draft LDRs	\$ 925.00	Jul 2024	Agenda; Meeting Summary; Updated LDR Draft and Zoning Map
Subtask 6.7 Planning and Legal Departments Review of Amendments and any changes		\$ 740.00	Jul 2024	Updated Draft of LDRs and Zoning Map
Subtask 6.8 Village Council Hearing (2nd Reading of LDR Ordinances)		\$ 2,500.00	Jul 11, 2024 (2nd Thursday)	Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map
Subtotal Task 6 without optional services		\$ 29,155.00		
Subtotal Task 6 with optional services		\$ 31,435.00		

Subtotal Phase I Tasks (Fiscal Year 2022-2023) Task 1 - Task 3b without optional services <i>(Anticipated DEO Technical Assistance Grant Funding Starting July 2023)</i>	\$	79,000.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	1,580.00
Total Subtotal Phase I Tasks (Fiscal Year 2022-2023) with Prompt Pay Discount without optional services included	\$	77,420.00
Subtotal Phase I Tasks (Fiscal Year 2022-2023) Task 1 - Task 3b with optional services <i>(Anticipated DEO Technical Assistance Grant Funding Starting July 2023)</i>	\$	79,000.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	1,580.00
Total Subtotal Phase I Tasks (Fiscal Year 2022-2023) Prompt Pay Discount with optional services included	\$	77,420.00

Subtotal Phase II Tasks (Fiscal Year 2023-2024) Task 4 - 6 without optional services	\$	43,715.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	874.30
Total Subtotal Phase II Tasks (Fiscal Year 2023-2024) Prompt Pay Discount without optional services included	\$	42,840.70
Subtotal Phase II Tasks (Fiscal Year 2023-2024) Task 4 - 6 with optional services	\$	48,495.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	969.90
Total Subtotal Phase II Tasks (Fiscal Year 2023-2024) with Prompt Pay Discount with optional services included	\$	47,525.10

Overall Project Total (Phase I & Phase II) without optional services	\$	122,715.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	2,454.30
Overall Project Total (Phase I and Phase II) Prompt Pay Discount without optional services included	\$	\$120,260.70
Overall Project Total (Phase I & Phase II) with optional services	\$	127,495.00
Prompt Pay Discount (Monthly Invoices paid in 30 days)	\$	2,569.90
Overall Project Total (Phase I and Phase II) Prompt Pay Discount with optional services included	\$	\$124,925.10

Introduction & Overview

The Village of Palm Springs has engaged Bonnie C. Landry and Associates, P.A. (CONSULTANT) to provide professional planning services to lead the Village to completion of its visioning process and recommend revisions to the Comprehensive Plan and the Land Development Regulations to support this vision. The project also includes updating the Comprehensive Plan to be compliant with any new legislation in community planning law (FSS 163.3177).

The firm will recommend associated Comprehensive Plan amendments which support the implementation of the Village's commitment to implement the vision as well as any EAR-based modifications which are prompted by changes to Florida Community Planning law (FSS 163.3177). The project concludes with modifications to the Land Development Regulations and as a part of this process the consultant will facilitate public workshops and hearings to present final work products throughout the project on dates selected by the Village staff and Technical Advisory Committee.

The Village of Palm Springs requests the revised Comprehensive Plan, including the creation of a Vision for the future of the Village, and the Code amendments to modify Land Development Regulations will be completed and adopted within eighteen months from the execution of this agreement.

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Task 1 Project Framework

CONSULTANT will begin the project by building a foundation for the project to include providing detailed tasks, costs, deliverables and timelines to ensure the project meets the needs for the Village of Palm Springs and to avoid change orders for the project.

Subtask 1.1 Kick-Off Meeting

CONSULTANT will review expectations with administration and planning, finalize the scope of services, and sign final contract.

DELIVERABLES – Meeting summary; Signed Contract

Subtask 1.2 Village Technical Advisory Committee Meeting #1

CONSULTANT, in coordination with Village staff, will develop a Village Technical Advisory Committee comprised with staff from key Village departments such as Planning & Zoning, Administration and other Village stakeholders (requested by Village staff) to develop a public meeting schedule and provide background data. (Final list will be approved by the Village.) *The first meeting of this committee will be conducted as soon as schedules in order to gather existing data to be reviewed and to develop a public meeting schedule.*

DELIVERABLES – Meeting Summary Technical Advisory Committee #1; Project Meeting Schedule

Subtask 1.3 DEO Technical Assistance Grant

CONSULTANT will draft a DEO Technical Assistance Grant for the Comprehensive Plan goals, objectives and policies on behalf of the Village to offset planning costs. Village staff will review, and CONSULTANT will submit the grant on behalf of the Village.

DELIVERABLES – DEO Grant Narrative and email confirmation of the State accepts the application for consideration

Subtask 1.4 Project Review of Existing Data

CONSULTANT will review data from visioning effort and also review data and recommendations in Transportation-Mobility Plan done by Village staff in 2022 to familiarize the project team with common themes in order to determine a course of action to complete the visioning process. Data reviewed will include but not limited to the CRA Finding of Necessity, CRA Plan, CRA overlay zoning districts, "PARK" exercise, Visual Preference Survey, Long-term goals, Transportation-Mobility Plan (as mentioned previously), Economic Development branding and existing strategic objectives for the Council.

DELIVERABLES – Technical Memo #1; Summary of existing data and key themes identified

Task 2 Visioning

The Village of Palm Springs' staff initiated the Vision in 2022. CONSULTANT will review the accomplishments thus far and take this process to completion. The Village requests the visioning process be completed by April 2023.

Subtask 2.1 Joint Visioning Meetings (P&Z, CRA and Council)

CONSULTANT will facilitate a series of Joint Workshops with the Planning & Zoning Board, CRA and the Village Council to present a draft vision that is illustrated with the redevelopment scenario graphics completed in **Subtask 2.2**. The graphics will evolve as these meetings progress based upon comments from the Board and Council.

CONSULTANT has priced these per meeting but anticipates between two to four visioning sessions. The series of public meetings are to gain consensus among the Village Council and the public for the final vision. This final vision will provide the framework for the updates to the Comprehensive Plan and Land Development Regulations. To accommodate those wishing to participate remotely, the consultant will facilitate virtual participation via an interactive virtual interface, such as Zoom or GoToMeeting. (Cost estimate is based upon 3 meetings.)

DELIVERABLES – Joint Workshop Meeting Summaries with key themes and Council directives with any changes to vision; Joint Workshop Meeting Presentations.

Subtask 2.2 Visioning Narrative and Imaging

CONSULTANT will develop statements representing the community's long-term goals and strategic objectives and prepare scenario graphics that illustrate this preferred vision. The focus of the narrative and graphic illustrations will be on most recent annexation areas and other areas outside of the "Historic Village." (Cost estimate is based upon a total of 5 study areas.)

DELIVERABLES – Narrative of long-term goals and strategic objectives and graphics representing redevelopment scenarios of selected areas at the direction of Village staff.

Subtask 2.3 Village Technical Advisory Committee Meeting #2

CONSULTANT will present the redevelopment scenarios to the Village Technical Advisory Committee to review and provide direction on redevelopment scenario illustrations, learn their initial reactions and receive directions for revisions if needed.

DELIVERABLES – Meeting Summary Technical Advisory Committee #2; Redevelopment scenario graphics, and revised graphics if directed.

Task 3 Evaluate and Revise Comprehensive Plan

After the Visioning process is solidified, the Comprehensive Plan will be evaluated and revised to provide the policies that will implement this vision. In addition, the plan will be reviewed to ensure it continues to comply with any changes to Florida Community Planning Law and is consistent with other Village plans.

The strategy is to divide the task into two sections, beginning with the Data, Inventory and Analysis and the Goals, Objectives and Policies. The timing for these sections will be based upon the State Fiscal Year in order to have the GOP phase align for consideration for funding by the DEO Technical Assistance grant. (State Fiscal Year 2023-2024 begins July 1, 2023.)

CONSULTANT, in coordination with Village staff, will evaluate and recommend changes to the Village Comprehensive Plan pursuant to the Vision, any new legislation (since 2018 in community planning law), include community resilience strategies, consider the recently created Palm Springs CRA and its Community Redevelopment Plan, the Village's Transportation/Mobility Plan, emerging planning trends, Palm Beach County programs and policies affecting the Village, and appropriateness of level of service standards.

Subtask 3.a Updates to Data, Inventory and Analysis (DIA) to Support the Comprehensive Plan

CONSULTANT will prepare the data sets to support each of the elements of the comprehensive plan as required by FSS 162.3177.

Subtask 3.a.1 Review Existing Data

CONSULTANT will review the recent amendments and annexations including the most recent EAR-based amendments. This will include a review of changes to Florida Community Planning laws since the last update. CONSULTANT will create a Matrix of Changes to Community Planning Law which will guide the plan to compliance with data collection.

DELIVERABLES – Matrix of Changes to Community Planning Law

Subtask 3.a.2 Market Overview/Analysis

CONSULTANT will analyze the vision's goals and analyze this with current market conditions to ensure that the changes to land use are appropriate with the vision and changes that the market could support.

DELIVERABLES – Market Overview/Analysis Report

Subtask 3.a.3 Draft Update to the Village DIA

CONSULTANT will prepare an update to the Data Inventory and Analysis (DIA), in strikethrough and underline format, supporting the Comprehensive Plan to recognize current conditions. Data will include but not be limited to demographics in the Village, land use and zoning, transportation, the natural environment, community services, and infrastructure.

DELIVERABLES - Updated DIA in Strikethrough and Underline format

Subtask 3.a.4 Draft Update to the Village Comprehensive Plan Maps

CONSULTANT will conduct a comprehensive evaluation of the Village Future Land Use Map (FLUM) for consistency with the Vision, Comprehensive Plan, CRA Districts, and Land Development Regulations, and recommend map amendments as part of the Comp Plan update.

Deliverables: Updated maps including but not limited to Future Land Use, Transportation and Flood Maps

Subtask 3.a.5 Village Technical Advisory Committee Meeting # 3

CONSULTANT will present the updated DIAs and Comprehensive Plan Maps to the Village Technical Advisory Committee to receive feedback. CONSULTANT will make changes based on feedback.

DELIVERABLES – Meeting Summary Technical Advisory Committee #3; Updated DIAs and Maps, if changes are made.

Subtask 3b.1 Updates to the GOPs for the Comprehensive Plan

CONSULTANT will prepare a draft update of the Goals, Objectives and Policies for the Village of Palm Springs Comprehensive Plans and solicit feedback from the legal and planning departments.

DELIVERABLES – Updated GOPs in Strikethrough and Underline format

OPTIONAL Subtask 3b.2 DEO Technical Assistance Grant Reporting (Hourly Rate)

This subtask is OPTIONAL and will be carried out per direction from Village Council.

CONSULTANT will handle all reporting, paperwork, and correspondence with DEO. The Village Staff will approve all paperwork before submittals.

OPTIONAL DELIVERABLES – DEO Technical Assistance Grant Reporting Paperwork

Task 4 Comprehensive Plan Workshops and Transmittal Hearings

OPTIONAL Subtask 4.1 Joint Workshop (P&Z and Council)

This subtask is OPTIONAL and will be carried out per direction from Village Council.

CONSULTANT will facilitate a Joint Workshop to present updates the Planning and Zoning Board and Council, pending results of Village Manager's one on one briefs.

OPTIONAL DELIVERABLES – Agenda; PowerPoint; Updated Draft of Comp Plan and Maps

Subtask 4.2 LPA Transmittal Hearing (1st Reading of Ordinance)

CONSULTANT will present updates made the to the transmittal version of the Village's Comprehensive Plan and Maps. CONSULTANT will collect responses from LPA and make changes as requested, in compliance with Florida Community Planning Laws.

DELIVERABLES – Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps

Subtask 4.3 Village Council Transmittal Hearing (1st Reading of Ordinance)

CONSULTANT will present updates made the to the transmittal version of the Village's Comprehensive Plan and Maps. CONSULTANT will collect responses from Village Council and make changes as requested, in compliance with Florida Community Planning Laws.

DELIVERABLES – Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps

Subtask 4.4 DEO and State Agencies Transmittal Package

CONSULTANT will prepare a cover letter for DEO and state agencies; CONSULTANT will compile all updated drafts of the Village Comprehensive Plan and Maps and submit to the Village.

DELIVERABLES – Cover Letter to DEO and Agencies; Electronic Copy of Draft Comprehensive Plan and Maps

Task 5 ORC Report and Adoption Hearing for Comprehensive Plan Amendments

Subtask 5.1 ORC Report and ORC Matrix

CONSULTANT will receive the ORC Report and prepare a matrix of any objections, recommendations or comments. CONSULTANT will prepare any revisions to be reviewed by Planning and Legal departments.

DELIVERABLES – Copy of ORC Report; ORC Matrix; Updated Comprehensive Plan and Maps

Subtask 5.2 Village Council Adoption Hearing (2nd Reading of Ordinance)

CONSULTANT will present updates made to the adoption version of the Village's Comprehensive Plan and Maps. CONSULTANT will collect responses from Village Council and make changes as requested, in compliance with Florida Community Planning Laws.

DELIVERABLES – Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of Comp Plan and Maps

Subtask 5.3 DEO and State Agencies Proposed Adoption Package

CONSULTANT will prepare a cover letter for DEO and state agencies; CONSULTANT will compile all updated proposed adoption files of the Village Comprehensive Plan and Maps and submit to the Village.

DELIVERABLES – Cover Letter to DEO and Agencies; Electronic Copy of Draft Comprehensive Plan and Maps

Task 6 LDR Revisions, Workshops and Hearings

After the Comprehensive Plan is in effect, the next logical step is preparing the Land Development Regulations (LDR) amendments to ensure that the LDRs carry out the policies in the plan. These regulations must be consistent with the Comprehensive Plan per FSS 163.3201. CONSULTANT will review, evaluate and update the Land Development Regulations to implement the updated Comprehensive Plan.

Subtask 6.1 Develop LDR External Steering Committee

CONSULTANT will work with the Village Staff to coordinate the LDR External Steering Committee.

DELIVERABLES – LDR External Steering Committee Member List

Subtask 6.2 Identify Necessary LDR Amendments, Draft LDR Amendments & Matrix

CONSULTANT will prepare a strikethrough and underline of the LDR sections that must be updated to reflect the new vision and the updated Comprehensive Plan. CONSULTANT will create a LDR Amendment Matrix of Changes to specify what sections of the LDR require updating. CONSULTANT will work with Legal and Village Staff to have updates reviewed and make changes as requested.

DELIVERABLES – Strikethrough and Underline of the LDR; Matrix of Changes

Subtask 6.3 LDR External Steering Committee Meeting # 1

CONSULTANT will present LDR Updates to the LDR External Steering Committee to receive initial reactions and gain feedback. CONSULTANT will make updates as requested from Committee.

DELIVERABLES – Updated Strikethrough and Underline of the LDR; Updated Matrix of Changes

Subtask 6.4 *OPTIONAL* Subtask 6.3 Joint Workshop (P&Z and Council)

This subtask is OPTIONAL and will be carried out per direction from Village Council.

CONSULTANT will facilitate a Joint Workshop with Planning and Zoning Board and Council to present the updates to the LDR and Matrix.

DELIVERABLES – Agenda; PowerPoint; Draft LDR Amendments and Zoning Map

Subtask 6.5 LPA Hearing (1st Reading of Ordinance)

CONSULTANT will present updates made to the transmittal version of the Village's LDR and Zoning Map. CONSULTANT will collect responses from LPA and make changes as requested, in compliance with Florida Community Planning Laws.

DELIVERABLES – Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map

Subtask 6.6 Village Council Hearing (1st Reading of Ordinance)

CONSULTANT will present updates made the to the transmittal version of the Village's LDRs and Zoning Map. CONSULTANT will collect responses from Village Council and make changes as requested, in compliance with Florida Community Planning Laws.

DELIVERABLES – Draft Ordinances; Ads; Agenda; PowerPoint; Updated Draft of LDRs and Zoning Map

Subtask 6.7 LDR External Steering Committee Meeting # 2 & Legal Dept Review

CONSULTANT will make changes to LDR and Zoning Map based on feedback from Transmittal Hearings; CONSULTANT will present the most recent LDR Updates to the LDR External Steering Committee to gain feedback. CONSULTANT will make updates as requested from Committee. CONSULTANT will coordinate with Legal Department and Village Staff to review and make updates to LDRs.

DELIVERABLES – Updated Strikethrough and Underline of the LDR; Updated Matrix of Changes

Subtask 6.8 Village Council Hearing (2nd Reading of Ordinance)

CONSULTANT will present updates made the to the proposed adoption version of the Village's LDRs and Zoning Map. CONSULTANT will collect responses from Village Council and make changes as requested, in compliance with Florida Community Planning Laws.

DELIVERABLES – Draft Ordinances; Ads; Agenda; PowerPoint; Updated Proposed Adoption Version of LDRs and Zoning Map



Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Administration

ITEM #4:

SUMMARY: The upcoming Police Department building project will necessitate closing the Cypress Lane entrance and the west parking lot. This configuration will be in place for the duration of the construction, negatively impacting response times for the north and northeast quadrants of the Village. The closure also eliminates 50 parking spaces for police staff that would have to be replaced within the limited parking spaces at the Village Commons complex. The staff has been working with the neighboring Faith Presbyterian Church to address a direct route to Alameda Road for emergency calls and staff parking. The local church and the Tropical Florida Presbyterian (Regional Presbyterian Entity) have received a Construction Easement Agreement to facilitate Emergency Vehicle access and staff parking needs. The Presbyterian meeting is on September 27th.

If the Presbyterian and the Village approve, an access drive between Cypress Lane and the church parking lot will be created. The Village will install appropriate signage striping and indemnify the church against any resulting issues that may arise from this use.

FISCAL IMPACT:

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Administration

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

SUMMARY: Staff requests that the Village Council reappoint one member to the Police Officer's Pension Board of Trustees. The term for Mr. Donald Bell will expire on September 30, 2023. No other applications were received.

Mr. Bell has submitted an application indicating his interest in remaining on the Board. Therefore, the staff recommended the reappointment of Mr. Bell to the Police Officer's Pension Board of Trustees as a Resident Member for a two-year term that expires September 30, 2025.

If the reappointment is approved, there will be no vacancies on the Police Officer's Pension Board of Trustees.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, each year Americans observe National Hispanic Heritage Month from September 15th to October 15th, by celebrating the contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America. A tradition that originally started as a week in 1968 under President Lyndon Johnson and was expanded to a month in 1988 under President Ronald Reagan; and

WHEREAS, as we honor and celebrate the contributions of Hispanics to our Nation, we also reaffirm our commitment to extending the hand of friendship to Latin America and strengthening democracy in the region; and

WHEREAS, the Hispanic Community has had a profound and positive influence on our country through their strong commitment to family, faith, and hard work. Hispanic Americans lift our communities and our economy as entrepreneurs, executives, and small business owners, contribute and influence in areas such as science, art, music, politics, academia, government, and sports; and

WHEREAS, while we celebrate the many ways Hispanic Americans have contributed to building a strong and prosperous America, we also recognize that they face challenges in accessing educational and economic opportunities; and

WHEREAS, forging partnerships with local Hispanic organizations has enhanced our Library programs and offerings the past five years; and

WHEREAS, the Village of Palm Springs recognizes the importance of paying tribute to the countless generations of Hispanic & Latino Americans who have enriched our community with their contributions; and

WHEREAS, we invite all members of our community to experience and learn a little about some of the cultures of Latin America and celebrate with us this Hispanic Heritage Month season virtually through Village of Palm Springs social media and access educational resources available through the Village Library.

NOW THEREFORE, I, BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA on behalf of the Council and residents of Palm Springs, do hereby proclaim September 15th to October 15th as:

HISPANIC HERITAGE MONTH

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

Mayor Beverly Smith

Date September 27, 2023



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, Palm Springs Middle School Stingrays coaching staff has taught their players the importance of teamwork, enabling them to win ten (10) regular season games to achieve this victory; and

WHEREAS, the boys' team consists of fifteen players, led by Head Coach Mario Lawson and Assistant Coach Caleb Belfort; and the boys' basketball team won the Central Division Championship for two consecutive years, 2021-2022 and 2022-2023; and

WHEREAS, having won the Central Division title for the school year 2022-2023 under the direction of Head Coach Aftyn Knight and Assistant Coach Ashley LaFortune, the girls' basketball team is undefeated for the first time in 10 years; and

WHEREAS, sports teach discipline, commitment, and respect that benefit these teammates for life.

NOW THEREFORE, I, BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA, on behalf of the Council and residents of Palm Springs, do now congratulate the Palm Springs Middle School Stingray Basketball Teams for their excellence in their sport and positive representation of their school and community.

CONGRATULATIONS PALM SPRINGS MIDDLE SCHOOL

"STINGRAY" BOYS AND GIRLS' BASKETBALL TEAMS



*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *September 27, 2023*



Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Finance

ITEM #8: Ordinance No. 2023-09 - Establish FY 2023-24 Millage Rates - Operating & Debt Service (SECOND READING)

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY 23-24) beginning October 1, 2023, and ending September 30, 2024. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser as well as other related financial information:

- The gross taxable value for all properties within the Village for FY 2023 is \$1,902,659,981, an increase of \$226,792,324 over FY 2022.
- The rolled-back rate is calculated at 3.3328 per 1,000 taxable value.
- The Village's proposed FY 23/24 operating millage for the General Fund is \$3.50 per \$1,000 of the taxable value or an increase of 5.02% over the rolled-back rate (At 100% collection, the operating millage is expected to generate \$6,659,310 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is expected to be \$6,392,938).
- The total taxable value within the Village to calculate the debt service millage rate is \$1,906,567,750; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 23/24 is \$0.2319 per \$1,000 of taxable value. That is a decrease of 0.0320 from FY 22/23.
- 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 at a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is \$412,907). This is the fourth year the Village has had the Palm Springs CRA.
- The combined proposed millage rates for FY 2024 (3.5000 operating + 0.2319 debt = 3.7319 total mills) is 0.0320 mills lower than the combined approved millage rates for FY 2023 (3.5000 operating + 0.2639 debt = 3.7639 total mills).

Ordinance No. 2023-09 establishes the millage rates for the Fiscal Year 23-24.

The proposed FY 2024 millage rate ordinance will be presented to the Village Council for consideration on the 2nd and final reading on Wednesday, September 27, 2023, Council meeting.

Note: Following first reading, Ordinance No. 2023-09 will be publicly noticed as required by State Statutes. The staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR- 420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

FISCAL IMPACT:

Establishes the final operating millage rate, debt service millage rate and millage rate for the Palm Springs CRA for the proposed budget for the fiscal year 2023-2024.

ATTACHMENTS:

1. Ordinance No. 2023-09 Establish Millage Rates for FY 23-24
2. DR 420 FY24
3. DR 420 Debt FY24
4. DR 420TIF FY24
5. DR 420MM FY24

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FY 23/24; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida adopted Fiscal Year 23/24 final millage rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Village of Palm Springs, Florida, held public hearings as required by Florida Statute 200.065; and

WHEREAS, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of \$1,808,641,226 and the tangible personal property for nonexempt valuation of \$94,018,755, for a total gross taxable value for operating purposes of \$1,902,659,981.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The FY 23/24 operating millage rate for the Village of Palm Springs is hereby levied in the amount of \$3.5000 mills which is a 5.02% increase over the rolled-back rate of \$3.3328. The general obligation debt service millage rate is hereby levied in the amount of \$0.2319 mills, for a total of \$3.7319 mills of nonexempt valuation of real and personal property within the Village.

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.

Council Member _____ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council for the Village of Palm Springs, Florida, on second reading, on this _____ day of _____ 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN TORCIVIA, VILLAGE ATTORNEY



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,808,641,226	(1)
2.	Current year taxable value of personal property for operating purposes	\$	94,018,755	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	1,902,659,981	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	18,510,254	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	1,884,149,727	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	1,675,867,657	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES	☐ NO	Number 1 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES	☐ NO	Number 1 (9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/27/2023 9:31 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.5000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	5,865,537	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	5,865,537	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	124,182,408	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	1,759,967,319	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.3328	per \$1000	(16)
17.	Current year proposed operating millage rate	3.5000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	6,659,310	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one) ☐ Yes ☒ No				(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 5,865,537	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			3.3328 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 6,341,185	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 6,659,310	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			3.5000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			5.02 %	(27)
First public budget hearing		Date : 9/14/2023	Time : 6:30 PM EST	Place : 226 Cypress Lane Palm Springs, FL 33461	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer : Electronically Certified by Taxing Authority			Date : 7/31/2023 8:27 AM	
	Title : Michael Bornstein, Village Manager		Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :		Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461		Phone Number : 5615848441		Fax Number : 5619650899

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2023	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs
Levy Description : Palm Springs Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,812,548,995	(1)
2.	Current year taxable value of personal property for operating purposes	\$	94,018,755	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	1,906,567,750	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/27/2023 9:31 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.2319	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)
SIGN HERE	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified by Taxing Authority		7/31/2023 8:27 AM	
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :	Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year :	2023	County :	PALM BEACH
Principal Authority :	Palm Springs	Taxing Authority :	Palm Springs
Community Redevelopment Area :	PALM SPRINGS -2020	Base Year :	2019

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	413,336,064	(1)
2.	Base year taxable value in the tax increment area	\$	289,153,656	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	124,182,408	(3)
4.	Prior year Final taxable value in the tax increment area	\$	353,329,514	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	64,175,858	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/27/2023 9:31 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	124,182,408	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	0	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Electronically Certified By Taxing Authority		7/31/2023 8:27 AM	
	Title : Michael Bornstein, Village Manager		Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :		Physical Address : 226 CYPRESS LANE	
City, State, Zip : PALM SPRINGS, FL 33461		Phone Number : 5615848441	Fax Number : 5619650899	

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023		County : PALM BEACH	
Principal Authority : Palm Springs		Taxing Authority : Palm Springs	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.3328 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2022 , Form DR-420MM, Line 13	5.0646 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 1,675,867,657	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 8,487,599	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 8,487,599	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 1,759,967,319	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.8226 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.8226 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0284	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.9596 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.4556 per \$1,000	(14)
15.	Current year adopted millage rate	0.0000 per \$1,000	(15)
16.	Minimum vote required to levy adopted millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	4.9596 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 1,902,659,981	(18)

Continued on page 2

Taxing Authority :		DR-420MM R. 5/12 Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 0	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>	\$ 9,436,432	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM)</i>	\$ 0	(21)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 0	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM).</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>	\$ 9,436,432	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☒ NO	(25)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :	Physical Address : 226 CYPRESS LANE	
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE
INSTRUCTIONS**

DR-420MM
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2023 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM shows the maximum millages and taxes levied based on your adoption vote. Each taxing authority must complete, sign, and submit this form to the Department of Revenue with their completed DR-487, *Certification of Compliance*, within 30 days of their final hearing.

Taxing authorities must also submit DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2022 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the adopted millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Administration

ITEM #9: Ordinance No. 2023-10 - Adopt FY 2023-2024 Budget (*SECOND READING*)

SUMMARY: Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs for \$89,685,228 for the Fiscal Year (FY) beginning October 1, 2023, and ending September 30, 2024. The proposed budget includes the following funds:

General Fund	\$ 38,359,824
American Rescue Plan Fund	\$ 6,685,846
Palm Springs CRA	\$ 2,405,721
Debt Service Fund	\$ 424,358
Water and Sewer Enterprise Fund	\$ 36,309,149
Stormwater Enterprise Fund	\$ 5,500,330
Total	\$ 89,685,228

The Village Council held a budget workshop on July 27, 2023, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function. The budget summary was advertised in the Palm Beach Post on September 24, 2023, and posted on the Village's website – www.vpsfl.org – under state law. The complete budget is available in the Office of the Village Clerk for review.

The Council will consider Ordinance No. 2023-10, adopting the Final Budget at the Final Hearing on September 27, 2023.

FISCAL IMPACT:

The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

ATTACHMENTS:

1. FY 2024 Annual Fund Budget - Ordinance No. 2023-10
2. FY 24 - Budget Summary Advertisement
3. FY 24 Advertisement - Tax Increase

ORDINANCE NO. 2023 - 10

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.241(3), Florida Statutes (1997) requires a municipality to make appropriations for each fiscal year that do not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, municipalities are required to adopt their budget "by ordinance, unless otherwise specified in the municipality's charter;" and

WHEREAS, all of the TRIM compliance measures have been achieved, including the two required public hearings, and all advertising requirements.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2023, in the amount of \$ 89,685,228, are further described in Exhibit "A" attached hereto and incorporated herein by reference.

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.

Council Member _____ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, on this _____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN TORCIVIA, VILLAGE ATTORNEY

**PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2023 - 2024**

**THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS
ARE 12.4% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.**

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	3.5000	\$6,401,938		\$412,907				\$6,814,845
Voted Debt Service Ad Valorem Tax	0.2319				\$424,358			\$424,358
Sales and Use Taxes		\$3,157,351						\$3,157,351
Utility Service Taxes		\$3,240,665						\$3,240,665
Local Business Taxes		\$395,500						\$395,500
Permits and Fees		\$3,110,700						\$3,110,700
Intergovernmental Revenues		\$4,549,459	\$0					\$4,549,459
Charges for Services		\$3,399,588				\$24,409,469	\$528,837	\$28,337,894
Fines and Forfeitures		\$280,500				\$571,746		\$852,246
Miscellaneous Revenues		\$1,405,380	\$24,000	\$15,000		\$1,190,000	\$48,000	\$2,682,380
TOTAL SOURCES		\$25,941,081	\$24,000	\$427,907	\$424,358	\$26,171,215	\$576,837	\$53,565,398
Transfers In		\$2,429,132		\$1,915,407		\$164,220	\$4,884,126	\$9,392,885
Fund Balances/Reserves/Net Assets		\$9,989,611	\$6,661,846	\$62,407		\$9,973,714	\$39,367	\$26,726,945
TOTAL REVENUES, TRANSFERS & BALANCES		\$38,359,824	\$6,685,846	\$2,405,721	\$424,358	\$36,309,149	\$5,500,330	\$89,685,228
EXPENDITURES/EXPENSES:								
Legislative		\$745,327						\$745,327
Executive		\$1,099,460						\$1,099,460
Finance		\$1,026,341						\$1,026,341
Legal		\$225,000						\$225,000
Human Resources		\$437,883						\$437,883
Information Technology		\$1,505,906						\$1,505,906
General Government		\$393,757						\$393,757
Planning, Zoning & Building		\$1,407,743						\$1,407,743
Law Enforcement		\$20,198,051						\$20,198,051
Sanitation		\$1,729,946						\$1,729,946
Water and Sewer Utility						\$33,783,737		\$33,783,737
Stormwater Utility							\$5,500,330	\$5,500,330
Public Works		\$5,665,137						\$5,665,137
Community Redevelopment Agency				\$2,405,721				\$2,405,721
Economic Development			\$0					\$0
Library		\$1,082,099						\$1,082,099
Parks and Recreation		\$2,253,417						\$2,253,417
Special Events		\$176,850						\$176,850
Debt Service					\$424,358	\$231,280		\$655,638
TOTAL EXPENDITURES/EXPENSES		\$37,946,917	\$0	\$2,405,721	\$424,358	\$34,015,017	\$5,500,330	\$80,292,343
Transfers Out		\$412,907	\$6,685,846	\$0		\$2,294,132		\$9,392,885
Fund Balances/Reserves/Net Assets		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		\$38,359,824	\$6,685,846	\$2,405,721	\$424,358	\$36,309,149	\$5,500,330	\$89,685,228

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

**NOTICE OF
PROPOSED TAX INCREASE**

The Village of Palm Springs has tentatively adopted a measure to increase its property tax levy.

Last year’s property tax levy:

- A. Initially proposed
tax levy.....\$ 5,874,326
- B. Less tax reductions due
to Value Adjustment
Board and other
assessment changes.....\$ 8,789
- C. Actual property
tax levy.....\$ 5,865,537

This year’s proposed
tax levy.....\$ 6,659,310

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 27, 2023
6:30 p.m.
at
Village of Palm Springs Council Chambers
226 Cypress Lane
Palm Springs, FL 33461

A FINAL DECISION on the proposed tax increase and the budget for Fiscal Year 2023-2024 will be made at this hearing.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #10: Resolution No. 2023-48 Site Plan Amendment (SPR23-09) and Special Exception Use (PSSE23-04) - St. Peter Coptic Orthodox Church - 3405 Forest Hill Boulevard

SUMMARY: Land Research Management, Inc. (Applicant), agent for St. Peter Coptic Orthodox Church (Owner), requests approval of a Site Plan Amendment (SPR23-09) and Special Exception Use (PSSE23-04) to allow an expansion of the existing building with the construction of an 11,478 square feet sanctuary in addition to the existing building for a total of 31,287 square feet of the Commercial General (CG) property located at 3405 Forest Hill Boulevard.

The property was annexed into the Village of Palm Springs on August 12, 2004, and designated by the Commercial General zoning district and Commercial Future Land Use.

The existing 25,681 sq. ft. house of worship is proposed to be expanded and renovated to accommodate a new sanctuary and the needs of the congregation in terms of interior offices and classrooms for religious education and meetings. The applicant is proposing to demolish 4,872 square feet of the existing building and construct a new 11,478 sq. ft. sanctuary building in its place for a total of 32,287 sq. ft. (net increase of 6,606 sq. ft.). Estimated construction costs are anticipated to be \$4 million.

In addition to the proposed expansion, the driveway connection to Forest Hill Boulevard is being moved further east to provide for additional vehicular stacking and improve the internal traffic circulation.

As part of the proposed Site Plan Amendment, the applicant requested a variance, which the Planning and Zoning Advisory Board approved during their regular meeting on September 12, 2023:

1) PSV23-10 - A variance relief from Section 34-1329 (2) (a) to allow a total of 181 parking stalls where 189 parking spaces are required.

Additionally, the applicant requests separate consideration from the Village's Council for the building height allowance.

According to Sec. 34-824 (a)(1) - Churches and houses of worship shall not be subject to the height restrictions of the CG district. Still, the height of such structures shall be subject to determination during the Site Plan approval process at the discretion of the Village Council.

The applicant proposes:

Structure	Height
Existing building	15'4"
Dome at the entry door	19'5"
New building	47'
Bell Tower	80'
Note: The maximum height permitted within the Commercial General district is 45'.	

The Planning, Zoning, and Building staff do not object to the proposed Site Plan Amendment, Special Exception Use, and Variance requested and recommend conditional approval to facilitate the redevelopment of the property.

Resolution No. 2023-48 was advertised in the Lake Worth Herald on August 31, 2023.

FISCAL IMPACT:

The proposed redevelopment will enhance the area, although as a non-profit, it will not affect the Village's assessed property valuation.

ATTACHMENTS:

1. Resolution No. 2023-48 St Peter Coptic Orthodox Church
2. Exhibit "A" Staff Report and Conditions of Approval
3. Site Plan, Landscape Plan, Engineering Plans and Letters
4. Project Narrative
5. Colored Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-48

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE DEVELOPMENT PLAN AMENDMENT, (SPR23-09) AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE23-04) TO ALLOW ST. PETER COPTIC ORTHODOX CHURCH, TO ALLOW AN EXPANSION OF THE EXISTING BUILDING, WITH THE CONSTRUCTION OF 11,470 SQUARE FEET SANCTUARY BUILDING FOR THE COMMERCIAL GENERAL PROPERTY LOCATED AT 3405 FOREST HILL BOULEVARD AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Land Research Management, Inc. ("Applicant"), agent for St Peter Coptic Orthodox Church (Owner), requests approval of a Site Development Plan Amendment (SPR23-09) and concurrently a Special Exception Use (PSSE23-04), to allow an expansion of the existing building with the construction of an 11,478 square feet sanctuary in addition to the existing building for a total of 31,287 square feet of the Commercial General (CG) property located at 3405 Forest Hill Boulevard; and

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

WHEREAS the Planning and Zoning Board as part of the proposed Site Plan Amendment, the applicant requested a variance, which the Planning and Zoning Advisory Board approved during their regular meeting on September 12, 2023:

- 1) **PSV23-10** - A variance relief from Section 34-1329 (2) (a) to allow a total of 181 parking stalls where 189 parking spaces are required

WHEREAS, the Planning and Zoning Board has heard this matter in public session; and its recommendation has been forwarded to the Village Council for final consideration; and

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

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

Section 1. According to Sec. 34-824 (a)(1) - Churches and houses of worship shall not be subject to the height restrictions of the CG district. Still, the height of such structures shall be subject to determination during the Site Plan approval process at the discretion of the Village Council:

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby approves the special exception use, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.

OR

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that the Application does not meet all of the requirements of Section 34-824 of the Land Development Code NOT, for the following reason(s):

Section 2. The Village Council has received and considered the request of Land Management Research (“Applicant”), for approval of a Site Development Plan Amendment (SPR23-09); and

Resolution No. 2023-48 –Site Development Plan Amendment (SPR23-09) and Special Exception Use (PSSE-23-04) St Peter Coptic Orthodox Church

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.

Section3. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

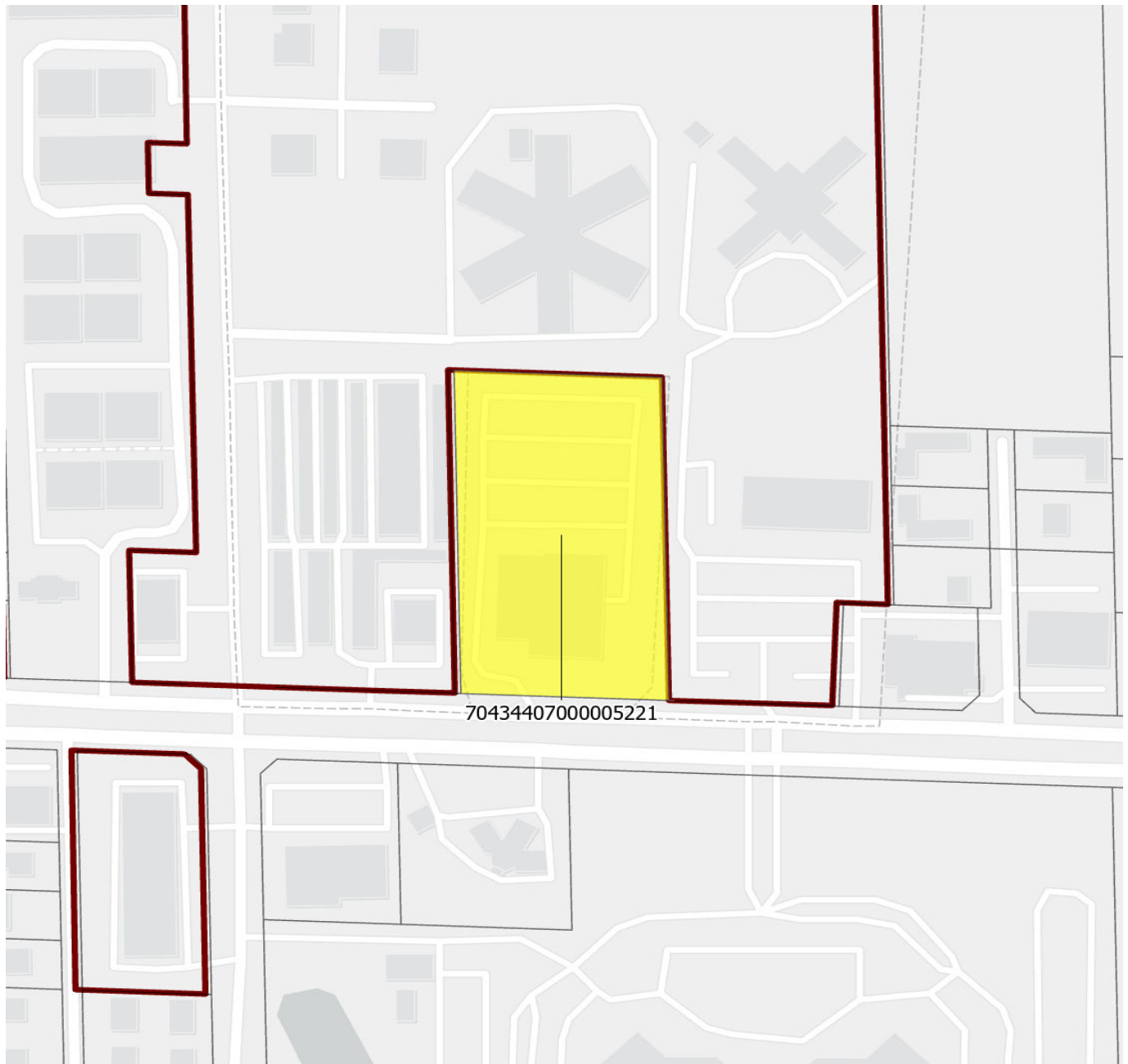
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Special Exception Use and Site Plan Amendment - St. Peter Coptic Orthodox Church – 3405 Forest Hill Boulevard

Application Summary			
Applicant / Petitioner	St. Peter Coptic Orthodox Church	Submittal Date	06/19/2023
Reference Name	St. Peter Coptic Orthodox Church	Case Number	SPR23-09, PSSE23-04, PSV23-15
		Parcel Control No	70-43-44-07-00-000-5221
Location	3405 Forest Hill Boulevard	Site Area	±3.96 acres
P&Z B Meeting	September 12, 2023	Council Meeting	September 27, 2023
Requests			
Proposed Use(s)	Site Plan Amendment for the St. Peter Coptic Orthodox Church, to allow an expansion of the existing building, with the construction of 11,470 square feet sanctuary building for the Commercial General property located at 3405 Forest Hill Boulevard.		
Number of Buildings	1 building structure with a total of 32,287 sf		
Variances	PSV23-15 Requesting a Variance relief from Section 34-1329 (2) (a) to allow a total of 181 parking stalls where 189 parking spaces are required.		
Parking			
Code	Required	Provided	Meets Requirement
Total Overall Parking	189 spaces Office use 1/200 SF = 12 spaces School use 1 per Classroom / 1 per Staff = 18 spaces Church 1 / 4 seats = 159 spaces	159 spaces + 22 grass parking = 181 spaces	No** (variance requested)
Site Characteristics			
Existing Use	Church	Proposed Use	Church
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential community	Unincorporated Palm Beach County	Unincorporated Palm Beach County
South	Professional offices & School Board District	Commercial and Governmental	Commercial General (CG) and Government (G)
East	Orphan institution	Unincorporated Palm Beach County	Unincorporated Palm Beach County
West	Self-storage facility	Unincorporated Palm Beach County	Unincorporated Palm Beach County
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the proposed Site Plan amendment to allow the expansion of the existing building, with the construction of 11,470 square feet sanctuary building for the Commercial General property located at 3405 Forest Hill Boulevard.			



I. Site History

- **Ordinance No. 2004-33: Annexation**

The property was annexed into the Village of Palm Springs on August 12, 2004, and designated with the Land Development with the Commercial General zoning district and Commercial Future Land Use.

- **Resolution No. 2010-61: Site Plan and Special Exception Use**

On December 16, 2010 the Village Council approved the Special Exception Use and concurrently a Site Plan to allow a 25,681 square feet house of worship.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed use is permitted as a special exception use and is generally consistent with goals, objectives, and policies of the Village's Comprehensive Plan.

III. Variances Requested

The applicant is seeking the following variance:

- **PSV23-15** Requesting a Variance relief from Section 34-1329 (2) (a) to allow a total of 181 parking stalls where 189 parking spaces are required.

The applicant's full justification is hereto:

- a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.**

Response: The church, the only building located on the subject property, is used for religious purposes with the peak parking demand associated with the sanctuary during times services (Masses) are held. No other space within the building is used when services are held (e.g. classrooms, meeting rooms, offices, library, etc.). This practice is part of the religious doctrine of the Coptic faith. Only one (1) Mass is held per day as prescribed by Church rites and congregants attend as a religious family meaning there are no simultaneous uses occurring that compete for parking spaces with the sanctuary use.

- b. That the special conditions and circumstances do not result from the actions of the applicant.**

Response: Church doctrine prescribes that no other activities on the campus can occur while Mass is being held. This doctrine is prescribed by the tenets of the church and steadfastly observed, which ensures that adequate parking will always be available. The requested variance is therefore not a result of actions taken by the church.

- 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: The requested variance to allow a deviation from the strict parking standards of the Village Code which doesn't provide for shared parking as discussed in the site plan application does not confer a special privilege upon the Applicant. Shared parking justification is recognized by other places of worship in the vicinity of St. Peter Coptic Church when schools, multi-purpose buildings and Sunday schools are co-located.

- 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 of the parking standards prescribed in the Village Code would deprive the Applicant of rights commonly enjoyed by other places of worship such as St. Luke Catholic Church, which have co-

located uses as described above and work an unnecessary hardship on the Applicant. Ample parking has been established to justify the variance request.

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

Response: The variance of eight (8) spaces that would be required is the minimum that will make possible the reasonable use of the existing structure and proposed addition.

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

Response: The granting of this variance will be in harmony with the general intent and purpose of this chapter. The general intent and purpose of this chapter is to provide adequate parking for the uses maintained in the building. St. Peter has been holding religious services and gatherings on the premises for the past 12 years without any issues related to adequate parking. It is the applicant's/owner's position that intent and purpose of this chapter has been met by the proposed site plan and reduction of the 8 spaces.

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

Response: The granting of this variance will not be injurious to the area involved or otherwise be detrimental to the public welfare. The applicant has provided adequate parking for the proposed church expansion and no impacts that could otherwise be considered detrimental to the public welfare will exist upon the grant of the variance request.

Staff does not object to the applicant's request based on the intent of the applicant to maximize the use of the property without creating negative impacts to the surrounding properties.

Separate consideration from the Village Council:

Accordingly with Sec. 34-824 (a)(1) - Churches and houses of worship shall not be subject to the height restrictions of the CG district, but the height of such structures shall be subject to determination during the site plan approval process in the discretion of the Village Council.

The applicant proposes:

Structure	Height
Existing building	15'4"
Dome at the entry door	19'5"
New building	47'
Bell tower	80'
<u>Note:</u> the maximum height permitted within Commercial General district is 45'.	

IV. Neighborhood Compatibility

- 1) The proposed project is located on the east side of Davis Road and the north side of Forest Hill Boulevard.
- 2) The surrounding properties are generally Unincorporated Palm Beach County.
- 3) The School Board District is located to the South.
- 4) A mix of different commercial uses are located along Forest Hill Boulevard.
- 5) The public bus stop is located right in front of the property.
- 6) The proposed facility is permitted as a special exception use within the Commercial General zoning district.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) The project meets the Traffic Performance Standards of Palm Beach County.
 - 3) Variance requested shall be approved by the Planning & Zoning Board prior to consideration of the Site Plan by the Village's Council.
 - 4) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue, PBCWUD and Village of Palm Springs are required prior to construction.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on August 31, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on August 29, 2023.
- Legal advertisement was published in the paper on August 31, 2023.
- Staff have not received any inquiries or comments as a result of the notices.

VIII. 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 Amendment Approval and concurrently Special Exception Use with 1 variance for the expansion of the existing place of worship.
 1. Site Plan dated received on August 31, 2022 revised and resubmitted on June 19, 2023.
 2. Landscape plans dated received on August 31, 2022 revised and submitted on June 19, 2023.
 3. Architectural floor plans received on August 31, 2022.
 4. Justification Statement and proposed use.
 5. Traffic equivalency statement.
 6. Parking reduction statement.

IX Recommendation

The property was annexed into the Village of Palm Springs on August 12, 2004, and designated with the Land Development with Commercial Future Land Use and Commercial General zoning district. The property presently supports a single story with 25,681 square feet house of worship approved by the Village council on December 16, 2010.

The Applicant is proposing to demolish 4,872 square feet of the existing building and construct a new 11,478 square feet sanctuary building in its place. The proposed improvements consist in a single structure with a total floor area of 32,287 square feet. The proposed uses within the building will include: a new sanctuary, a kitchen, storage areas, classrooms, and offices to support the overall function of the St. Peter Coptic Orthodox Church.

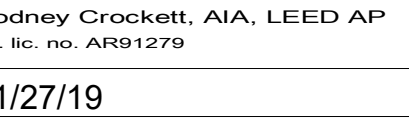
Additionally, Staff has found the proposed Special Exception use to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the land development and zoning regulation and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact the natural system.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use, the Site Plan Amendment, and the Variance requested, subject to the following thirty-three (33) conditions below:

1. Build out date is **December 31, 2025**.
2. The Site Plan approval is valid within 24 months of Council Approval.
3. The special exception approval shall be implemented within 18 months of Council approval.
4. The special exception use is for Place of Worship, and no social services are proposed at this time, and will require subsequent special exception approval if desired in the future.
5. The worship sanctuary area shall be limited to 633 seats.
6. In case of any parking issues, as determined by the PZ&B Director and/or Police chief, the property owner may be required to undertake additional measures.
7. Hours of operation shall be accordingly with the Village's Land Development Regulation Section 34-1172.
8. A security plan addressing evacuations and emergency situations shall be provided **at time of permitting**.
9. Comments issued by Palm Beach County Water Utilities shall be addressed **at time Civil – Utility plan review**.
10. The new addition will be required to be protected by a monitored automatic fire sprinkler system per Palm Beach County Fire Rescue department.
11. Any existing or proposed mechanical equipment shall be screened from view.
12. Any existing or proposed utility box shall be wrapped and screened from view **at time of final inspection**.
13. No loitering on the grounds will be permitted.
14. Any special event to be held at the property is subject to Special Event Permit approval by the Village.
15. Permits must be obtained from the Village, PBCWUD and Palm Beach County Fire Department **at time of permitting**.
16. Any future proposed signs shall be in accordance with the Village's Land Development Regulations Section 34-328.
17. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
18. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
19. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
20. Provide permits from all applicable permitting agencies, including but not limited to, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
21. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
22. The Applicant may be required to undertake additional security measures, based on the number of complaints, or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
23. All new electric utilities shall be underground.
24. 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 Occupancy**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
25. 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.
26. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
27. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
28. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
29. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
30. The applicant may be required to provide a resident inspector for structural elements such as concrete

pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.

31. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
32. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
33. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.



Project

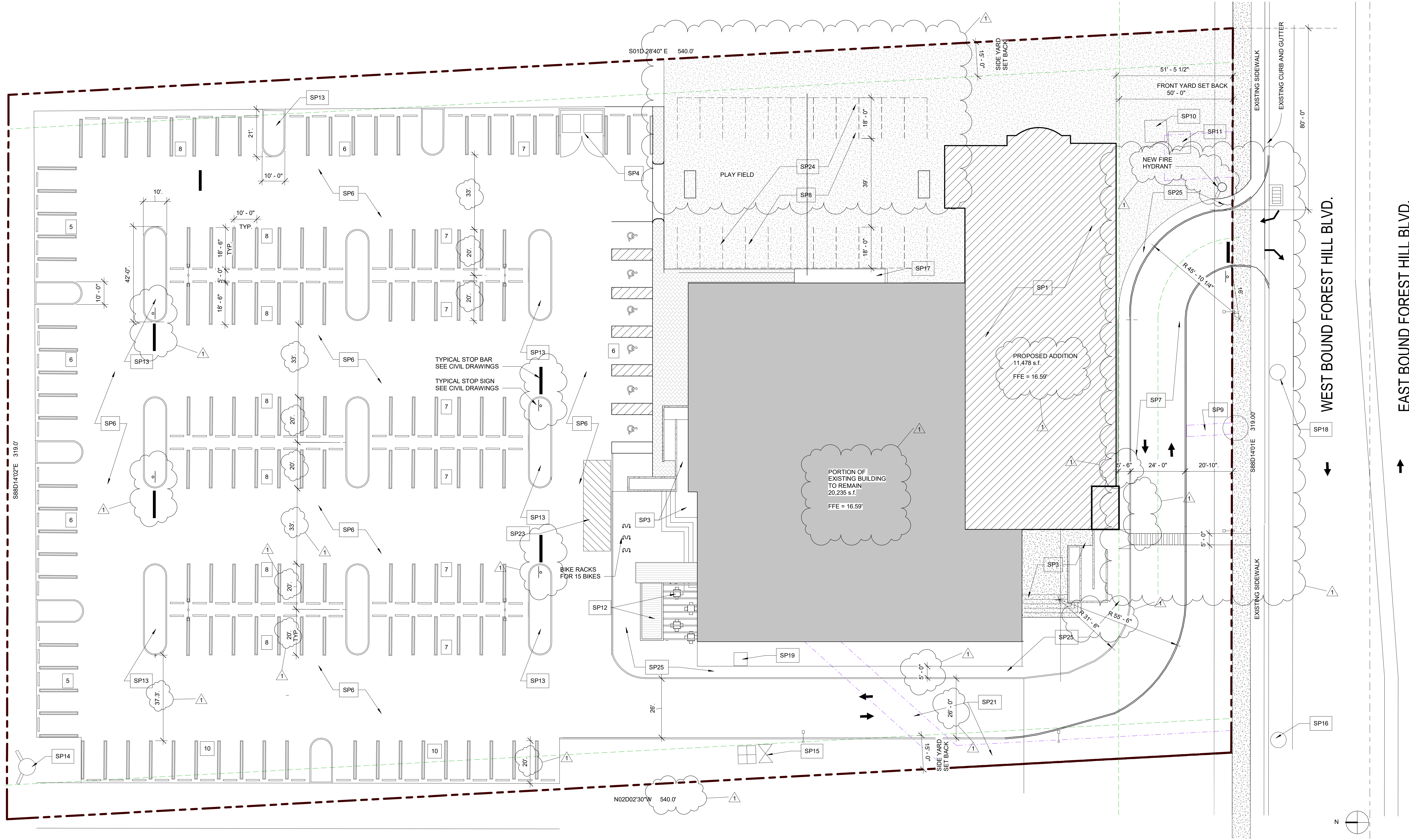
Architecture

4.7.23 Site Plan Review
Comment Responses

9.5.23 Updated Required
parking spaces

PROPOSED SITE PLAN

A1.02



SITE PLAN DATA

PARKING SPACES REQUIRED : PER 34-1329

CHURCH SANCTUARY: 6,887 S.F.
1 SPACE PER 4 SEATS ($633/4 = 159$ SPACES)
REQUIRED (159 SPACES PROVIDED) ADDITION
SPACE (22) ARE AVAILABLE IN GRASS AREA
 $159 + 22 = 181$ SPACES PROVIDED

OFFICE AREA:
1per 200 S.F. 2400/200: 12 SPACES REQUIRED

EDUCATIONAL AREA SUNDAY SCHOOL CLASSROOMS:
1 per CLASSROOM: 18 SPACES REQUIRED

TOTAL SPACES REQUIRED:	189
SPACES PROVIDED:	181

6 ACCESSIBLE SPACES REQUIRED (6) PROVIDED

LANDSCAPING

LANDSCAPE ISLANDS REQUIRED AT PARKING AREA
EVERY 12 SPACES 5'-0" WIDE WITH TREE

20 S.F. OF LANDSCAPED AREA REQUIRED PER EACH SPACE
SEE PROPOSED LANDSCAPE PLANS

ZONING

CURRENTLY ZONED: CG
BUILDING HEIGHT ALLOWED : 45' (APPROVED FOR 60')
MAX GROSS FLOOR AREA: 50% OF TOTAL LOT AREA
PROVIDED FLOOR AREA : 19%

BUILDING DATA:

EXISTING BUILDING: 25,681 S.F.
AREA OF EXISTING BUILDING TO BE DEMOLISHED: 4,872 S.F.
PORTION OF EXISTING BUILDING TO REMAIN: 20,809 S.F.
AREA OF NEW ADDITION: 11,478 S.F.
TOTAL BUILDING AREA WITH NEW ADDITION: 32,287 S.F.

SITE DATA

P.C.N. 00-43-44-07-00-000-5221
LOT AREA: 3.96 ACRES, 172,497 S.F.
OPEN SPACE: 20% (10% REQUIRED)
FAR = 18.7%
BUILDING COVERAGE: 18.7%
IMPERVIOUS AREA: 136,377 S.F.
PERVIOUS AREA: 36,120 S.F.

BIKE RACKS PROVIDED FOR (15) BIKES

PROJECT NARRATIVE

THE EXISTING BUILDING IS CURRENTLY A CHURCH AND WILL REMAIN A CHURCH. A PORTION OF THE EXISTING BUILDING IS BEING DEMOLISHED AND A NEW SANCTUARY IS BEING ADDED. THE EXISTING SITE WILL HAVE A NEW PARKING LAYOUT AND NEW CIVIL STORMWATER MODIFICATIONS TO ADDRESS THE CURRENT PROBLEMS. THE REMAINDER OF THE INTERIOR OF THE CHURCH WILL BE REMODELED.

PROPOSED SITE PLAN NOTES

SP1	PROPOSED SANCTUARY ADDITION
SP2	EXISTING BUILDING TO BE RENOVATED
SP3	NEW PROPOSED ENTRY RAMP AND STEPS
SP4	NEW PROPOSED DUMPSTER ENCLOSURE - SEE DETAILS
SP5	NEW PROPOSED SITE LIGHTING POLES TYP.
SP6	NEW PROPOSED PAVED AREAS AND PARKING LAYOUT
SP7	NEW PROPOSED ENTRANCE DRIVE AND DROP & OFF AREA
SP8	NEW PROPOSED PAV. FIELD

SP9	FLORIDA POWER AND LIGHT EASEMENT PER ORB 3738 PG. 102
SP10	EXISTING ELECTRICAL TRANSFORMER TO REMAIN
SP11	EXISTING SOUTHERN BELL TELEPHONE AND TELEGRAPH EASEMENT PER PER ORB 4548 PG. 349.
SP12	PROPOSED OUTDOOR SEATING AREA WITH PARTIAL TRELLIS COVER
SP13	TYPICAL NEW LANDSCAPE PLANTER AREA - COORDINATE WITH LANDSCAPE DRAWINGS
SP14	EXISTING FIRE HYDRANT TO REMAIN
SP15	WATER MAIN AND VALVE TO REMAIN - COORDINATE WITH CIVIL DRAWINGS

PROPOSED SITE PLAN 1" = 20'-0" **1**

SP16 EXISTING STORM MANHOLE TO REMAIN - COORDINATE WITH CIVIL DRAWINGS

SP17 EXISTING A/C'S TO REMAIN

SP18 EXISTING TELEPHONE MANHOLE TO REMAIN

SP19 SANITARY MANHOLE TO REMAIN

SP20 FLORIDA POWER AND LIGHT EASEMENT PER ORB 2336 PG. 1828

SP21 FLORIDA POWER AND LIGHT COMPANY EASEMENT PER ORB 2336 PG. 1828

SP22 PROPOSED SITE LIGHTING - SEE PHOTOMETRIC SHEET

SP23 PROPOSED 12 X 40 LOADING ZONE

SP24 TEMPORARY GRASS PARKING IF NEEDED

SP25 PROPOSED NEW CONCRETE SIDE WALK

TREE DISPOSITION CHART

TREE NO.	COMMON NAME	BOTANICAL NAME	NATIVE	DBH (INCHES)	CLEAR TRUNK HEIGHT	DISPOSITION	MITIGATION REQD.
001	BLACK OLIVE	BUCIDIA BUCERAS	NO	36"	—	REMAIN	NO
002	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
003	COCONUT PALM	COCOS NUCIFERA	NO	—	20'	REMOVE	NO
004	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	STUMP	REMOVE	NO
005	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMAIN	OFF-SITE
006	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
007	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	24"	10' C.T.	REMOVE	NO
008	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMAIN	OFF-SITE
009	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMOVE	NO
010	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMOVE	NO
011	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMAIN	OFF-SITE
012	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
013	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	STUMP	REMOVE	NO
014	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
015	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMAIN	OFF-SITE
016	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
017	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
018	CABBAGE PALM	SABAL PALMETTO	YES	—	20-30'	REMAIN	NO
019	MANGO	MANGO TREE	NO	7"	—	REMAIN	NO
020	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
021	LIVE OAK	QUERCUS VIRGINIANA	YES	24"	—	REMAIN	OFF-SITE
022	LIVE OAK	QUERCUS VIRGINIANA	YES	24"	—	REMAIN	OFF-SITE
023	GUMBO LIMBO	BURSERA SIMARUBA	YES	6"	—	REMAIN	NONE
024	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMOVE	NONE
025	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMOVE	NONE
026	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMOVE	NONE
027	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMOVE	NONE
028	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMOVE	NONE
029	BLACK OLIVE	BUCIDIA BUCERAS	NO	24"	—	REMOVE	NONE
030	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMAIN	NONE
031	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMOVE	NONE
032	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NONE
033	SCHREFFLERIA	SCHREFFLERIA	NO	8"	—	REMOVE	NONE
034	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NONE
035	GUMBO LIMBO	BURSERA SIMARUBA	YES	—	18'	REMOVE	NONE
036	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMOVE	NONE
037	MANGO	MANGO TREE	NO	—	4"	REMAIN	NONE
038	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	—	4"	REMAIN	NONE
039	MANGO	MANGO TREE	NO	—	4"	REMAIN	NONE
040	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	STUMP	REMOVE	NO
041	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
042	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	STUMP	REMOVE	NO
043	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	2"	—	REMAIN	NO
044	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	STUMP	REMOVE	NO
045	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	STUMP	REMOVE	NO
046	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
047	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	8-10' C.T.	REMAIN	NO
048	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
049	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	8-10' C.T.	REMAIN	NO
050	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
051	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	8-10' C.T.	REMAIN	NO
052	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
053	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	8-10' C.T.	REMAIN	NO
054	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
055	MAGNOLIA	MAGNOLIA GRANDIFLORA	YES	4"	—	REMAIN	NO
056	FOXTAIL PALM	WOODYETIA BIFURCATA	NO	—	STUMP	REMOVE	NO
057	FIGUS	FIGUS SP.	YES	OFF SITE	—	REMAIN	NONE
058	GUMBO LIMBO	BURSERA SIMARUBA	YES	OFF SITE	—	REMAIN	NONE
059	GUMBO LIMBO	BURSERA SIMARUBA	YES	OFF SITE	—	REMAIN	NONE
060	GUMBO LIMBO	BURSERA SIMARUBA	YES	OFF SITE	—	REMAIN	NONE
061	CABBAGE PALM	SABAL PALMETTO	YES	—	20-30'	REMAIN	NONE
062	CABBAGE PALM	SABAL PALMETTO	YES	—	20-30'	REMAIN	NONE
063	ROYAL PALM	ROYSTONEA ELATA	YES	—	25'	REMAIN	NONE
064	ROYAL PALM	ROYSTONEA ELATA	YES	—	25'	REMAIN	NONE
065	ROYAL PALM	ROYSTONEA ELATA	YES	—	25'	REMAIN	NONE
066	ROYAL PALM	ROYSTONEA ELATA	YES	—	25'	REMAIN	NONE
067	ROYAL PALM	ROYSTONEA ELATA	YES	—	25'	REMAIN	NONE
068	ROYAL PALM	ROYSTONEA ELATA	YES	—	25'	REMAIN	NONE
069	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMAIN	NONE
070	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMAIN	NONE
071	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMAIN	NONE
072	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMAIN	NONE
073	QUEEN PALM	SYAGRUS ROMANOFFIANA	NO	—	18'	REMAIN	NONE
074	GUMBO LIMBO	BURSERA SIMARUBA	YES	4"	—	REMOVE	NONE

LEGEND

- EXISTING TREE TO BE REMOVED OR RELOCATED
- EXISTING SABAL PALM TO REMAIN
- EXISTING FOXTAIL PALM TO REMAIN
- EXISTING TREE TO REMAIN
- TREE/PALM #
- TREE/PALM #
- TREE/PALM #
- TREE/PALM #

LANDSCAPE DATA

TOTAL LOT AREA: 171,983.88 S.F. (3.95 ACRES)
TOTAL TREES REQUIRED: 69 TREES (1 PER 2,500 S.F. OF LOT AREA)
TOTAL TREE PROVIDED: 119 TREES

VEHICULAR USE AREAS:
LANDSCAPING REQUIRED: 3,180 S.F. (20 S.F. PER PARKING SPACE (159))
LANDSCAPE PROVIDED: 4,002 S.F.

FOUNDATION PLANTING REQUIREMENTS:
LENGTH OF FACADE FACING STREET: 220 L.F.
REQUIRED FOUNDATION LANDSCAPING: 55 L.F. (25% OF FACADE LENGTH)
PROVIDED FOUNDATION LANDSCAPING: 77.6 L.F.
MIN. WIDTH OF PLANTING AREA: 5'
REQUIRED FOUNDATION TREES: 8 (1 PER 30 L.F. OF FACADE)
PROVIDED FOUNDATION TREES: 8

NATIVE TREES & PALMS PROVIDED: 82.6%
NATIVE SHRUBS & GROUNDCOVERS PROVIDED: 71.4%

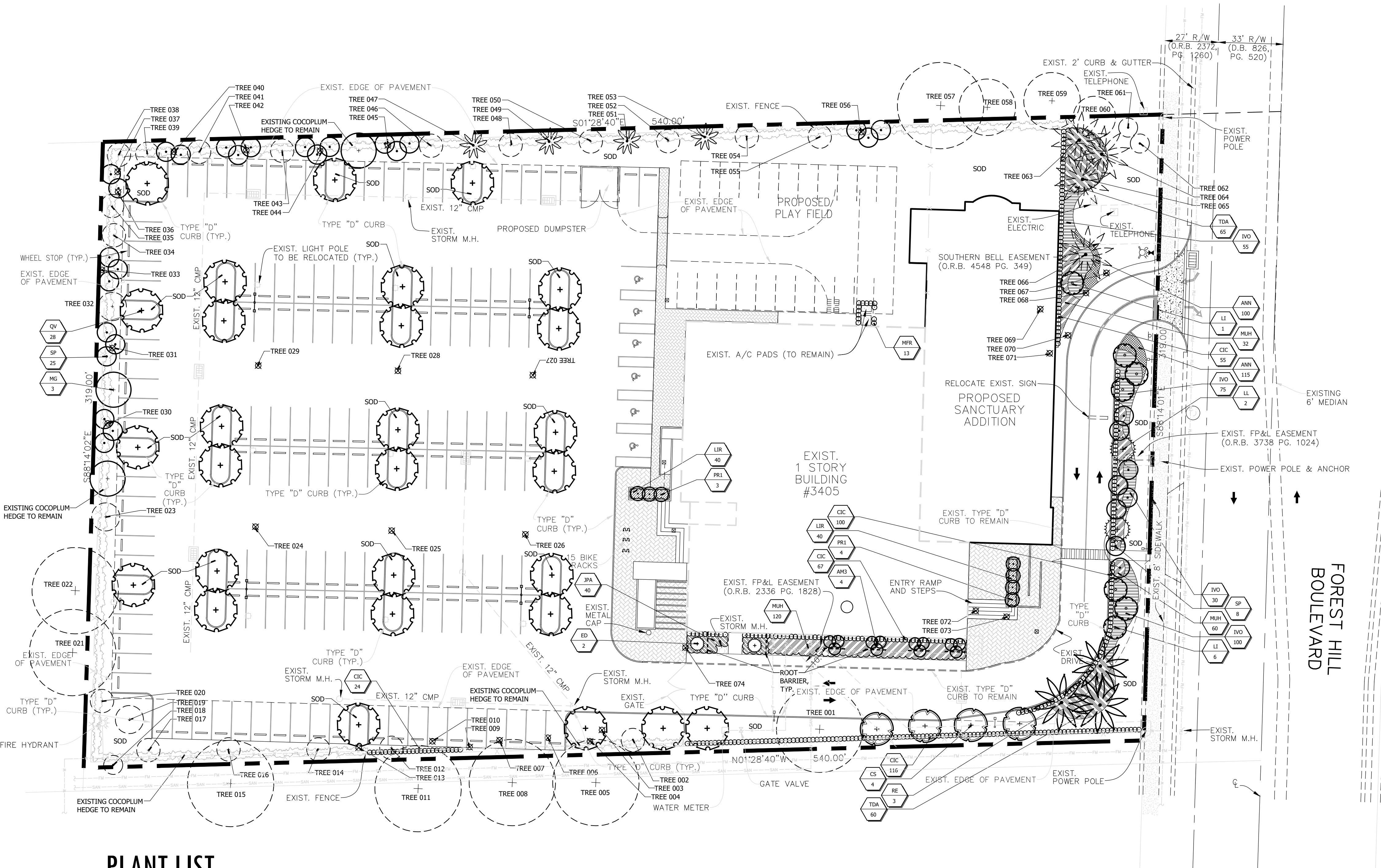
PLANT LIST

SYM	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	NOTES
M	MG	3	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD'	12' O.A.	5'	FULL & THICK TO GROUND, MATCHED
V	SP	33	SABAL PALMETTO	10-16' C.T.	N/A	FULL & THICK, SLICK, STAGGER HEIGHTS
V	RE	3	ROYSTONEA ELATA	10' G.W.	N/A	FULL & THICK, MATCHED HEIGHTS
V	QV	28	QUERCUS VIRGINIANA	12' O.A.	5'	FULL & THICK, 2.5" CAL.
M	PR1	7	PHOENIX ROEBELENI	6-7' O.A.	N/A	FULL & THICK, SINGLE TRUNK, MATCHED HEIGHTS
M	LI	7	LAGERSTROEMIA INDICA 'MUSKOGEE'	12' O.A.	5'	FULL & THICK, SINGLE TRUNK STANDARD
M	LL	2	LIGUSTRUM JAPONICUM	10' O.A.	10'	FULL & THICK, MULTI-TRUNK SPECIMEN, 4" C.T.
V	CS	4	CONOCARPUS ERECTUS 'SERICEUS'	12' O.A.	5'	FULL & THICK, TREE FORM
M	AM3	4	ADONIDIA MERRILLII	14-16' O.A.	N/A	FULL & THICK, DOUBLE TRUNK, MATCHED HEIGHTS
M	ED	2	ELAEOCARPUS DECIPENS	12' O.A.	5'	FULL & THICK TO GROUND, MATCHED
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES
V	CIC	362	CHRYSOBALANUS ICACO	#3, 30" O.A.	24" O.C.	FULL & THICK
V	MUH	212	MUHLENBERGIA CAPILLARIS	#3, 18" O.A.	30" O.C.	FULL & THICK
M	LIR	80	LIRIOPE MUSCARI	#3, 14" O.A.	18" O.C.	FULL & THICK
V	TDA	125	TRIPSACUM DACTYLOIDES	#3, 20" O.A.	36" O.C.	FULL & THICK
V	MFR	13	MYRSINANTHES FRAGRANS	#7, 36" O.A.	24" O.C.	FULL & THICK
M	ANN	215	ANNUALS	6" POTS	12" O.C.	FULL & THICK
V	IVO	160	ILEX VOMITORIA	#3, 14" X 14"	24" O.C.	FULL & THICK
M	JPA	40	JUNIPERUS CHINENSIS 'PARSONII'	#3, 16" SPD.	30" O.C.	FULL & THICK

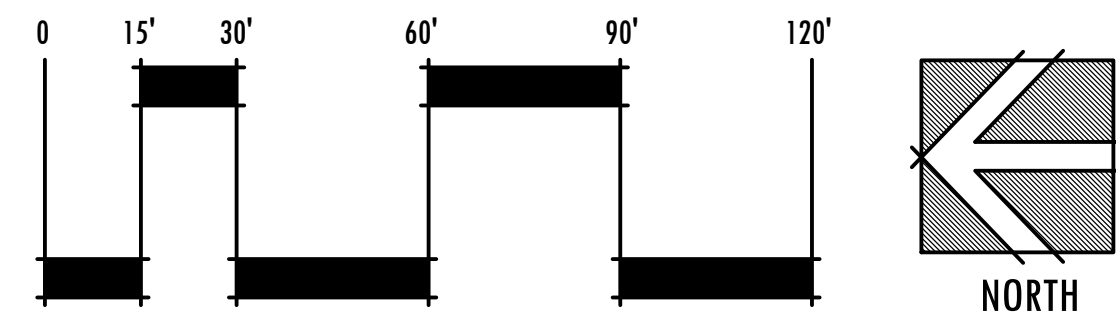
* ASTERISK DENOTES NATIVE PLANT MATERIAL
V INDICATES VERY DROUGHT TOLERANT PLANT MATERIAL
M INDICATES MODERATELY DROUGHT TOLERANT PLANT MATERIAL

SOD: ST. AUGUSTINE 'FLORITAM'
MULCH: 3" SHREDDED MELALEUCA MULCH (OR APPROVED RECYCLED MULCH) TO BE APPLIED TO ALL PLANTING BEDS.

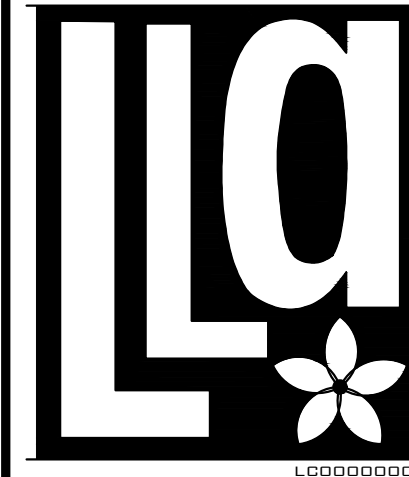
IRRIGATION NOTE:
ALL NEW LANDSCAPE AREAS SHALL BE RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.
IRRIGATION WATER SOURCE: POTABLE WATER



Landscape Plan



REFER TO SHEET LP-2 FOR LANDSCAPE SPECIFICATIONS AND PLANTING DETAILS



Litterick Landscape Architecture

2740 SW Martin Downs Blvd. #199
Palm City, FL 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

St. Peter Coptic Church
3405 Forest Hill Blvd.
Palm Springs, Florida

Landscape Architect of Record

Jason M. Litterick, RLA
(LA0001677)

Scale: 1" = 30'

Designed: JML
Drawn: JML
Approved: JML
Date: 9/30/21
Job no.:
Revisions: 3/3/22, 3/6/23, 5/4/23

Sheet No.

LP-1

PRELIMINARY ENGINEERING PLANS
FOR

ST. PETER COPTIC CHURCH
PALM BEACH COUNTY, FLORIDA

DEVELOPER: ST PETER COPTIC CHURCH
3405 FOREST HILL BOULEVARD
WEST PALM BEACH, FL



LOCATION MAP

N.T.S.

SEC. 25 TWP. 40S RGE. 42E

INDEX OF SHEETS

<u>SHEET No.</u>	<u>DESCRIPTION</u>
1	COVER SHEET
2	PAVEMENT MARKING, STRIPING & SIGNAGE PLAN
3	PAVING, GRADING AND DRAINAGE PLAN
4	PAVING, GRADING AND DRAINAGE DETAILS

LDi Last Devenport, Inc.

PREPARED BY:

1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561)615-6567 fax (561)683-0872
EB 9889

PRELIMINARY ☒
PROGRESS SET ☐
BID SET ☐
PERMIT SET ☐
CONSTRUCTION SET ☐

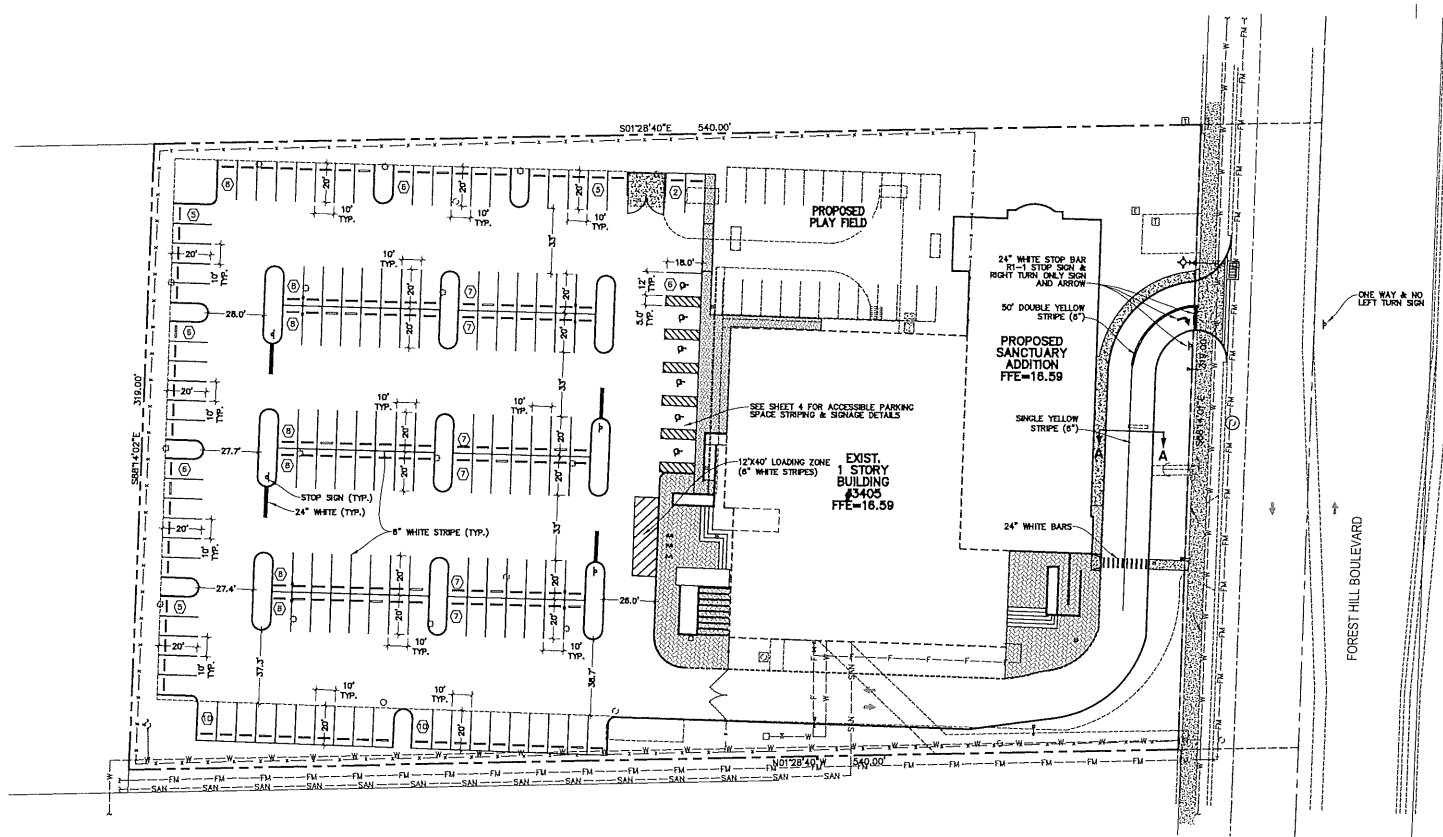
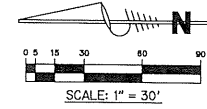
4/14/2023
RONALD W. LAST, P.E.
FLORIDA P.E. #58707

17-004 PE

SHEET 1 OF 4

LEGEND:

- ① NUMBER OF PARKING SPACES IN A ROW
- ♿ ACCESSIBLE PARKING STALL (12' X 18')
- DIRECTION OF TRAVEL (NOT A STRIPE)



PRELIMINARY ENGINEERING PLANS
PAVEMENT MARKING, STRIPING & SIGNAGE PLAN
FOR
ST. PETERS COPTIC ORTHODOX CHURCH
3403 Forest Hill Blvd., Palm Springs, FL

REVISIONS	DATE	BY	CHK

EB 9883
LPI
Last Devenport, Inc.
1850 Old Overachieve Road, Suite 504
Palm Springs, FL 33486
phone (561) 851-6557 fax (561) 851-3872

SCALE: AS SHOWN
DATE: 4/25/22
DESIGNED BY: KPC
CHECKED BY: RWL
DRAWING FILE: 17-004_PE.dwg

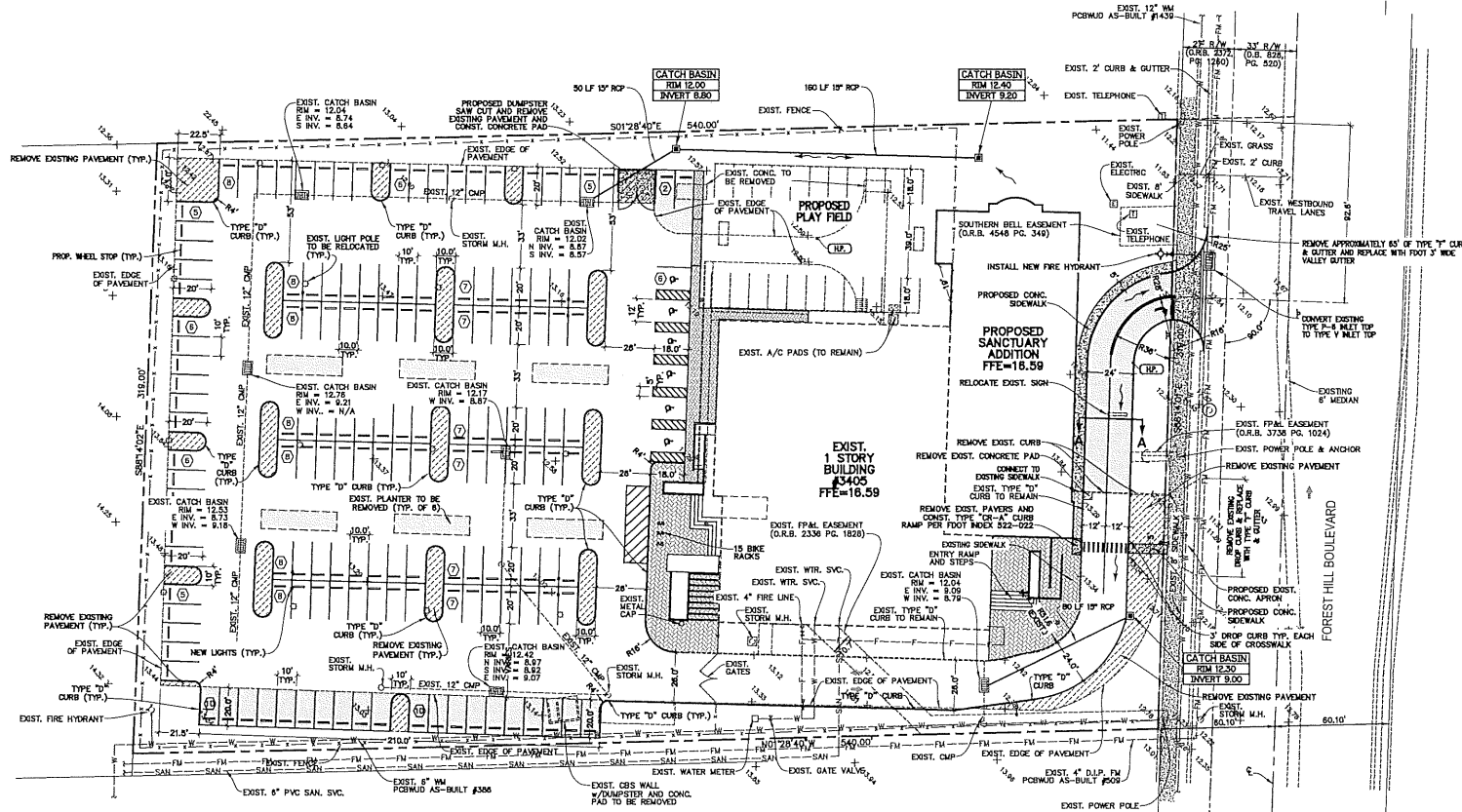
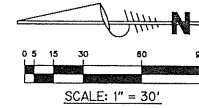
4/14/2023
RONALD W. LAST, P.E.
FLORIDA P.E. #36707

17-004 PD

SHEET 2 OF 4

LEGEND:

- EXIST. GRADE
- EXIST. CATCH BASIN
W/ STORM PIPE
- DIRECTION OF FLOW
- PROPOSED PAVEMENT
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING PAVEMENT TO BE REMOVED
- H.P. HIGH POINT



NOTES:

1. EXISTING STORM DRAINAGE INLETS & CULVERTS TO REMAIN
2. ELEVATIONS SHOWN ARE IN NAVD 1988

PRELIMINARY ENGINEERING PLANS
PAVING, GRADING AND DRAINAGE ENGINEERING PLAN
FOR
ST. PETERS COPTIC ORTHODOX CHURCH
3405 Forest Hill Blvd., Palm Springs, FL

REVISIONS	DATE	BY	CHK

EB 9889
LDI
Last Devenport, Inc.
1860 Old Greenhollow Road, Suite 504
West Palm Beach, FL 33411
phone (561) 851-5557 fax (561) 851-9972

SCALE: AS SHOWN
DATE: 4/25/22
DESIGNED BY: KPC
CHECKED BY: RWL
DRAWING FILE:
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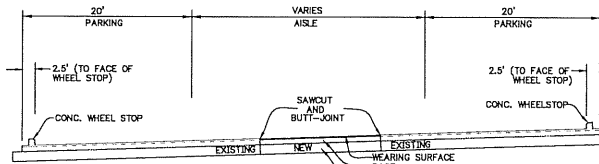
4/14/2023
RONALD W. LAST, P.E.
FLORIDA P.E. #38707

17-004 PD

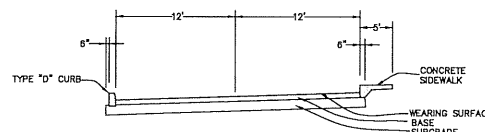
SHEET 3 OF 4

GENERAL NOTES

1. THE MINIMUM FINISH FLOOR ELEVATION FOR ANY STRUCTURE SHALL BE SET AT OR ABOVE ELEVATION OF THE EXISTING BUILDING FINISHED FLOOR ELEVATION.
2. ALL CHANGES SHALL BE APPROVED IN WRITING BY LAST DEVELOPMENT, INC.
3. ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER AND SHALL CONFORM TO ALL APPLICABLE CITY, COUNTY, STATE OR FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED PRIOR TO INITIATING THE WORK. ALL MAINTENANCE OF TRAFFIC OPERATIONS SHALL CONFORM TO F.O.D.T. INDEX 800.
4. THE CONTRACTOR SHALL CALL SUNSHINE (1-800-432-4770), 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES.
5. AS-BUILTS - THE CONTRACTOR SHALL SUBMIT "AS-BUILT" INFORMATION OBTAINED BY A FLORIDA REGISTERED LAND SURVEYOR. INFORMATION SHALL BE IN A FORMAT SPECIFIED BY THE GOVERNING AGENCIES.
6. GUARANTY - ALL MATERIAL AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF, AGAINST DEFECTIVE MATERIALS, INSTALLATION AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART FOR THE GUARANTEED EQUIPMENT OR MATERIALS DURING THE GUARANTY PERIOD, THE AFFECTED PART, PARTS OR MATERIALS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.
7. ELEVATIONS - ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1984.
8. SEQUENCE OF CONSTRUCTION - THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND THAT ARE BENEATH THE PAVEMENT, SHALL BE IN PLACE AND HAVE PROPER DENSITY PRIOR TO THE CONSTRUCTION AND COMPACTION OF THE SUBGRADE.
9. CLEARING AND GRUBBING - WITHIN THE LIMITS OF CONSTRUCTION, ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED.
10. CLAY - WHERE CLAY OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE ROADWAY AND PARKING AREAS ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE OUTSIDE EDGE OF THE SHOULDER AREA.
11. MUCK AND PEAT - IF MUCK AND/OR PEAT ARE ENCOUNTERED IN THE ROAD OR PARKING AREA, THEY SHALL BE REMOVED COMPLETELY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT AND SHALL BE BACKFILLED WITH GRANULAR MATERIAL.
12. SOIL - WHERE SOIL IS SHOWN, LOWER THE GROUND 2 INCHES BELOW THE FINISHED GRADE TO ALLOW FOR THE THICKNESS OF THE SOIL.
13. SUBGRADE - SHALL BE COMPACTED AS NOTED ON THE PLANS AND MEET THE DENSITY REQUIREMENTS AS DETERMINED BY THE A.A.S.H.T.O. T-100 SPECIFICATIONS. SUBGRADE SHALL BE 12" THICK AND EXTEND 12 INCHES BEYOND THE PROPOSED EDGE OF PAVEMENT AND/OR IF BEYOND VALLEY GUTTER, TYPE "F" CURB & GUTTER OR TYPE "D" CURB. IF SUBGRADE IS REQUIRED TO BE STABILIZED, THE REQUIRED STABILIZING VALUE DETERMINATIONS SHALL BE MADE PER FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, LATEST EDITION.
14. BASE - APPROVED LOCAL BASE MATERIAL SHALL BE COMPACTED TO NOT LESS THAN 90% MAXIMUM DENSITY AS DETERMINED BY A.A.S.H.T.O. T-100 SPECIFICATIONS AND AS CALLED FOR IN FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION.
15. PRIME COAT - BITUMINOUS PRIME COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT A RATE OF 0.35 GALLONS PER SQUARE YARD, UNLESS A DIFFERENT RATE IS DIRECTED BY THE ENGINEER.
16. TACK COAT - BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT A RATE OF 0.08 GALLONS PER SQUARE YARD, UNLESS A VARIATION IS APPROVED BY THE ENGINEER.
17. SURFACE COURSE - A SURFACING CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. THE MINIMUM COMPACTION THICKNESS TO BE AS NOTED ON PLANS.
18. PAVEMENT MARKINGS AND GEOMETRICS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL NO. T-P-21.
19. CONCRETE - ALL CONCRETE SHALL DEVELOP 2500 P.S.I. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED AS PAVING SHALL DEVELOP 3000 P.S.I. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.
20. ANY EXISTING ROADWAY AND/OR UTILITY THAT IS DAMAGED BY THE CONTRACTOR SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.
21. PIPE BACKFILL - REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE DEFINED IN THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. PIPE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (A.A.S.H.T.O. T-99 SPECIFICATIONS).
22. UTILITIES - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER PRIOR TO CONSTRUCTION OF ANY DEVIATION FROM WHAT IS SHOWN ON THE PLAN.
23. ALL PIPE LENGTHS AND CENTERLINE SLOPE LENGTHS SHOWN ON THESE DRAWINGS ARE SCALED DISTANCES. THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK.
24. BEST MANAGEMENT PRACTICES AND STORMWATER POLLUTION PREVENTION PLAN:
 - A. ALL RUNOFF SHALL BE ROUTED THROUGH THE WATER MANAGEMENT SYSTEM UNLESS THE CONTRACTOR SUBMITS A SEPARATE EROSION CONTROL PLAN.
 - B. GRADE THE PERIMETER OF THE SITE TO ENSURE THAT RUNOFF DURING CONSTRUCTION DOES NOT FLOW DIRECTLY TO ADJACENT LANDS. PROVIDE SILT FENCES IN CONFORMANCE WITH F.O.D.T. STANDARD INDEX 120, OR EQUIVALENT SEDIMENT CONTROLS, AROUND THE ENTIRE WORK AREA DURING CONSTRUCTION.
 - C. STABILIZATION IN THE FORM OF A VEGETATIVE BUFFER (SEED AND MULCH, SOO, TREES, ETC.) SHALL BE INSTALLED ON ANY AREAS WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED. STABILIZATION SHALL BE IN PLACE WITHIN 14 DAYS OF THE COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A LOG OF THE DATES OF ALL MAJOR GRADING ACTIVITIES, THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE, AND THE DATES WHEN EACH STABILIZATION TECHNIQUE IS INITIATED.
 - D. INSTALL BASEROCK AT THE CONSTRUCTION ENTRANCE TO LIMIT OFF-SITE TRACKING OF SEDIMENTS DURING CONSTRUCTION, AS NECESSARY, OR AS DIRECTED BY THE ENGINEER.
 - E. THE SITE SHALL BE WATERED TO LIMIT DUST POLLUTION AS NEEDED OR AS DIRECTED BY THE ENGINEER.
 - F. FERTILIZERS AND PESTICIDES SHALL BE APPLIED ONLY AT THE RATES NECESSARY TO ESTABLISH AND MAINTAIN VEGETATION.
 - G. THE CONTRACTOR SHALL CONDUCT VISUAL INSPECTIONS OF THE TEMPORARY AND PERMANENT STABILIZATION DEVICES. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE WITHIN 24 HOURS OF A STORM WITH A RAINFALL DEPTH OF 1/2" OR MORE, BUT NOT LESS FREQUENTLY THAN ONCE PER WEEK FOR DEFICIENCIES IN THE STORMWATER POLLUTION PREVENTION TECHNIQUES BEING USED. SHOULD THE STORMWATER POLLUTION PREVENTION TECHNIQUES BE FOUND TO BE INEFFECTIVE OR IN POOR CONDITION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND, WITHIN 72 HOURS, REPAIR OR REPLACE THEM AS NECESSARY AS DIRECTED BY THE ENGINEER.
 - H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THE EROSION AND SEDIMENT CONTROL DEVICES UNTIL AN AREA IS DETERMINED BY THE ENGINEER TO BE PERMANENTLY STABILIZED AT WHICH TIME THE CONTRACTOR SHALL REMOVE ANY TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES.
 - I. THE CONTRACTOR SHALL REMOVE BUILT-UP SEDIMENT FROM STAKED SILT FENCES, WHEN IT REACHES A HEIGHT OF 1/3 THE HEIGHT OF THE BARRIER OR WHEN WATER FLOW IS IMPEDED. THE CONTRACTOR SHALL INSPECT AND REPAIR ANY TEMPORARY OR PERMANENT SEEDING OR SOODING, AS NEEDED.
 - J. THE CONTRACTOR SHALL MAINTAIN A COPY OF THIS STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND ALL LOGS AND INSPECTION REPORTS AS MENTIONED IN THE SWPPP ON SITE AT ALL TIMES.
 - K. THE CONTRACTOR SHALL SUBMIT A NOTICE OF INTENT (NOI) TO USE GENERAL PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND (RULE 62-621.300(4), F.A.C.) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST ONE WEEK PRIOR TO CONSTRUCTION. A COPY OF THE NOI SHALL BE PROVIDED TO THE ENGINEER AND LOCAL AGENCIES WITH THE SHOP DRAWINGS SUBMITTAL.
 - L. THE CONTRACTOR SHALL SUBMIT A NOTICE OF TERMINATION (NOT) OF GENERAL PERMIT COVERAGE (RULE 62-621.300(9), F.A.C.) TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AT THE COMPLETION OF THE PROJECT. A COPY OF THE NOT SHALL BE PROVIDED TO THE ENGINEER AND LOCAL AGENCIES WITH THE FINAL DOCUMENTS AND PRIOR TO THE FINAL INSPECTION.

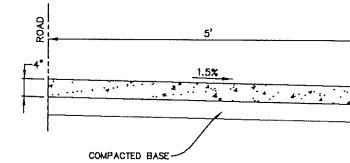


PARKING LOT SECTION
N.T.S.



SECTION 'A-A' - NEW ENTRY DRIVE
N.T.S.

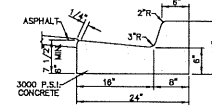
TYPE	PAVING SPECIFICATIONS / SIDEWALKS			
	WEARING SURFACE	BASE	SUBGRADE	SIDEWALKS
PARKING LOT & DRIVES	1" THICK TYPE 5-B ASSE COURSE INSTALLED IN TWO 1/2" LIFTS. TACK COAT REQUIRED WITH MULTIPLE LIFTS (SH = 0.80)	8" THICK LIMBROCK LBR 100 COMPACTED IN ONE LIFT TO 98% MAXIMUM DRY DENSITY. A.A.S.H.T.O. T-100 (SH = 1.44)	12" THICK COMPACTED TO 98% MAXIMUM DRY DENSITY A.A.S.H.T.O.	4" THICK CONCRETE (2500 PSI) WITH 4" COMPACTED BASE.



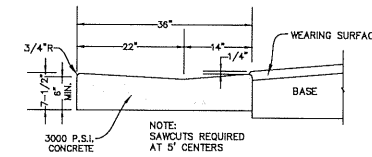
SIDEWALK DETAIL
N.T.S.

- NOTES:
1. SIDEWALKS TO BE PORTLAND CEMENT CONCRETE, MIN. 2500 P.S.I. @ 28 DAYS.
 2. BASE TO BE A MINIMUM 4 INCHES OF CLEAN SAND OR SANDY LOAM, FULLY COMPACTED, FULL WIDTH.
 3. SIDEWALKS TO BE BROOM FINISHED WITH EVEN, DUSTLESS SURFACE.
 4. MAXIMUM LONGITUDINAL SLOPE IS 1.0%.
 5. SIDEWALK THICKNESS TO BE 6" MINIMUM IN ALL AREAS SUBJECT TO VEHICULAR TRAFFIC.

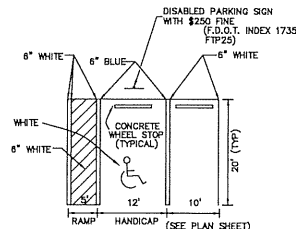
SIDEWALK DETAIL
N.T.S.



TYPE 'F' CURB & GUTTER
N.T.S.



CONCRETE VALLEY GUTTER
N.T.S.



- NOTES:
1. ALL STRIPING TO COMPLY WITH PALM BEACH COUNTY REQUIREMENTS AND FDOT INDEX 17346.
 2. ALL STRIPING TO BE PAINT, EXCEPT STOP BAR, TO BE THERMOPLASTIC.
 3. 2% MAX SLOPE IN ANY DIRECTION FOR HANDICAP STALL PER ADA REQUIREMENTS.

ACCESSIBLE PARKING SPACE STRIPING DETAIL
N.T.S.



\$250 FINE
F.S. 318.14

ACCESSIBLE PARKING SPACE STRIPING DETAIL
N.T.S.

ACCESSIBLE PARKING SPACE STRIPING DETAIL
N.T.S.

PRELIMINARY ENGINEERING PLANS
PAVING, GRADING AND DRAINAGE DETAILS
FOR
ST. PETERS COPTIC ORTHODOX CHURCH
3405 Forest Hill Blvd., Palm Springs, FL

REVISIONS	DATE	BY	CHK

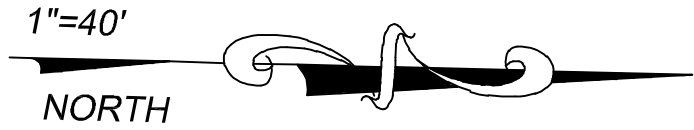
ED 9889
Last Development, Inc.
1860 Old Okeechobee Road, Suite 504
West Palm Beach, FL 33409
Phone 561-955-6587 Fax 561-955-6872

SCALE: AS SHOWN
DATE: 4/25/22
DESIGNED BY: KPC
CHECKED BY: RWL
DRAWING FILE:
17-004_PE.dwg

4/14/2023
RONALD W. LAST, P.E.
FLORIDA P.E. #38707

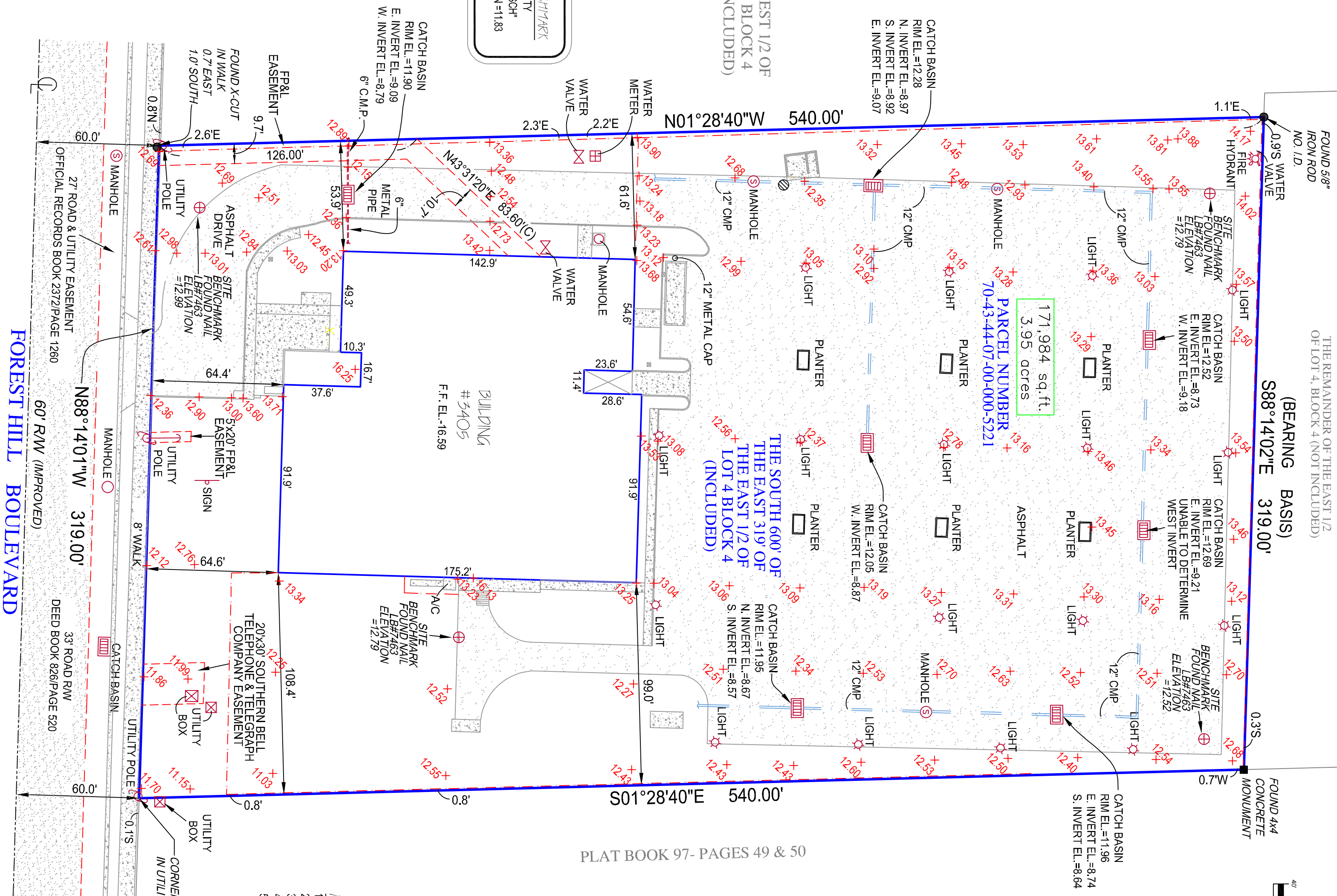
17-004 PD

SHEET 4 OF 4

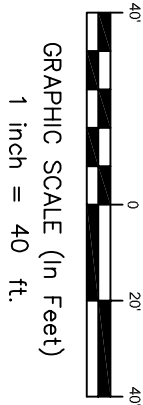


THE WEST 1/2 OF
LOT 4, BLOCK 4
(NOT INCLUDED)

ORIGNATION BENCHMARK
PALM BEACH COUNTY
BENCHMARK "GRETSCH"
N.A.V.D. 1988 ELEVATION = 11.83



PLAT BOOK 97- PAGES 49 & 50



LEGAL DESCRIPTION:

THE SOUTH 600 FEET OF THE EAST 319 FEET OF THE EAST 1/2 OF LOT 4, BLOCK 4, OF PLAT NO. 1 PALM BEACH PLANTATIONS, A SUBDIVISION OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGE 20 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS CONVEYED TO THE COUNTY OF PALM BEACH THE RIGHT OF WAY DEED RECORDED IN DEED BOOK 826, PAGE 520 AND BY THE QUICK CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2372, PAGE 1260 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL CONTROL NUMBER: 70-43-44-07-00-000-5221

FLOOD ZONE: X
COMMUNITY NUMBER: 120102
PANEL: 0588
SUFFIX: F

I have reviewed FIRST AMERICAN TITLE INSURANCE COMPANYS OWNERSHIP AND ENCUMBRANCE REPORT			
File Number: 2140-2762324			
Dated: 10/19/2022			
All policy and title search items have been abstracted and all that apply are shown hereon			
ITEM#	O.R.B.	PG.	STATUS
1	P.B. 10	20	SHOWN HEREON
2	22662	1906	CODE ENFORCEMENT ORDER NOT PLOTTABLE
3	23940	1670	VOLUNTARY STIPULATION NOT PLOTTABLE
4	23940	1674	RELEASE OF LIEN NOT PLOTTABLE

- NOTES:
1. LEGAL DESCRIPTION PROVIDED BY CLIENT
 2. SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
 3. NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
 4. ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED
 5. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY PROPERTY LINE ASSUMED TO BEAR S88°14'02"E

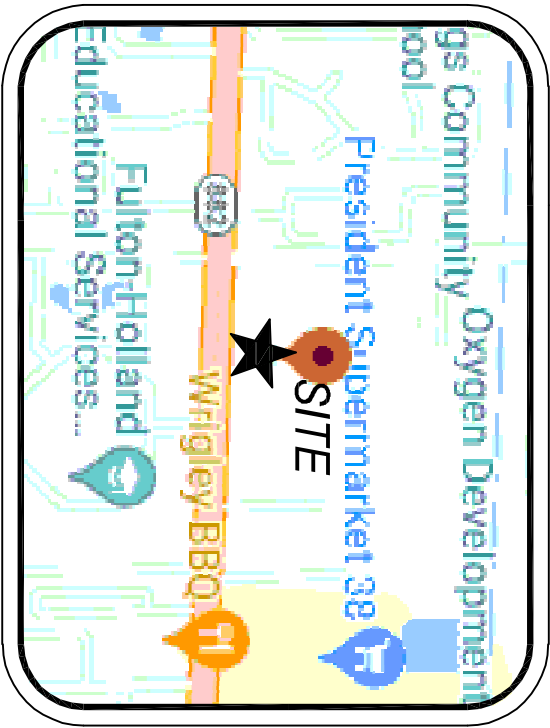
ABBREVIATION DESCRIPTION:

A/C AIR CONDITIONER
C/L CENTERLINE
C.M.P. CORRUGATED METAL PIPE
I.D. IDENTIFICATION
L.B. LICENSED BUSINESS
P.K. PARKER KYLON NAIL
PSM PROFESSIONAL SURVEYOR MAPPER
R/W RIGHT OF WAY

- REVISIONS:
1. ADD TOPOGRAPHY: 02-24-2020
 2. UPDATE BOUNDARY SURVEY & TOPOGRAPHY: 11-01-2022
 3. ADDED TITLE REVIEW: 04/14/2023
 4. ADD LOT ACREAGE: 06-14-2023

ORIGINAL FIELD WORK
COMPLETED BY:
TARGET SURVEYING, LLC
DATED: 05/16/2018
SURVEY #327525

Kenneth J. Osborne PSM #6415
THIS SURVEY IS NOT VALID WITHOUT
THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER



LOCATION MAP NOT TO SCALE

TOPOGRAPHICAL SURVEY OF
3405 FOREST HILL BOULEVARD
WEST PALM BEACH, FL 33406

PREPARED FOR
ST PETER COPTIC ORTHODOX CHURCH INC.

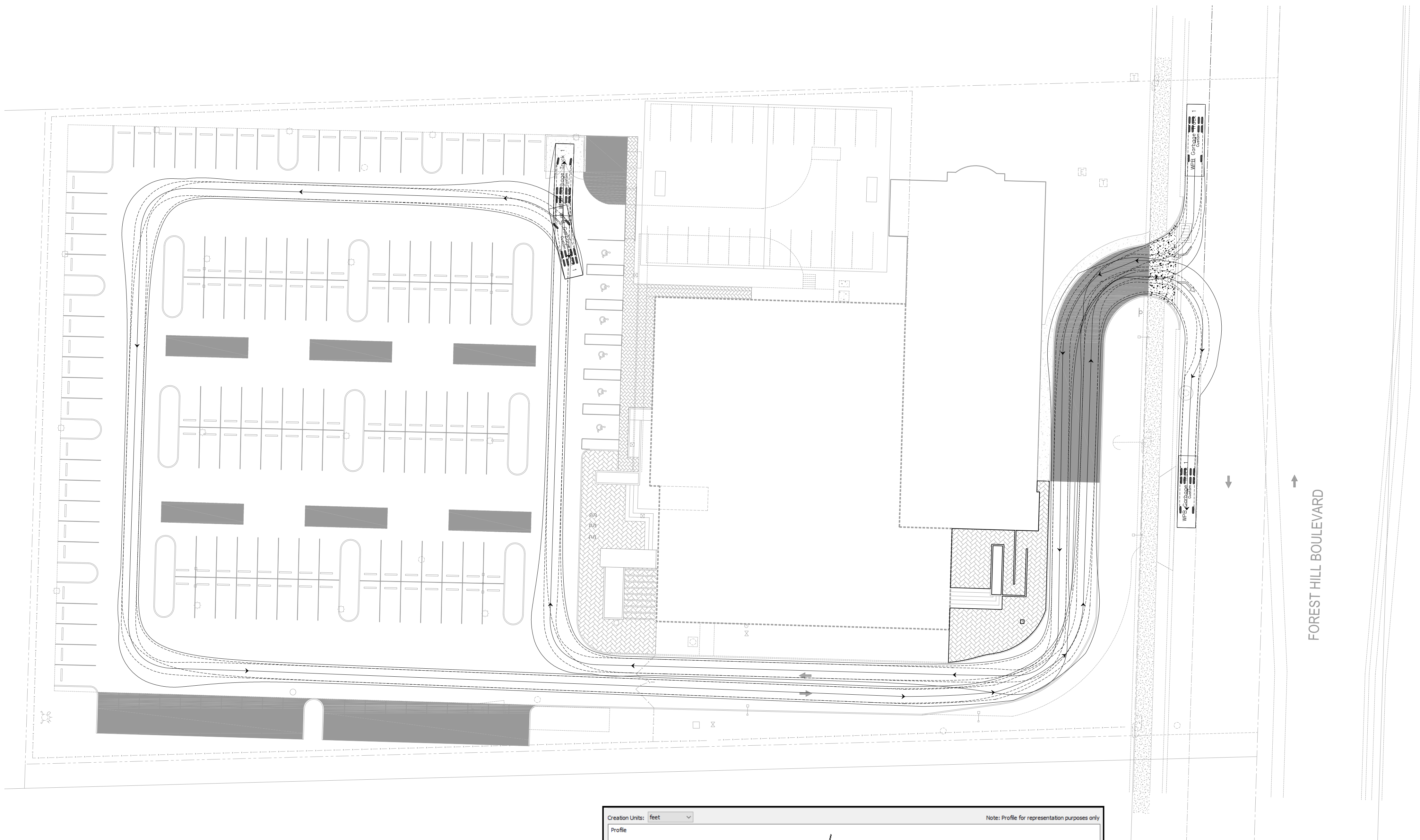
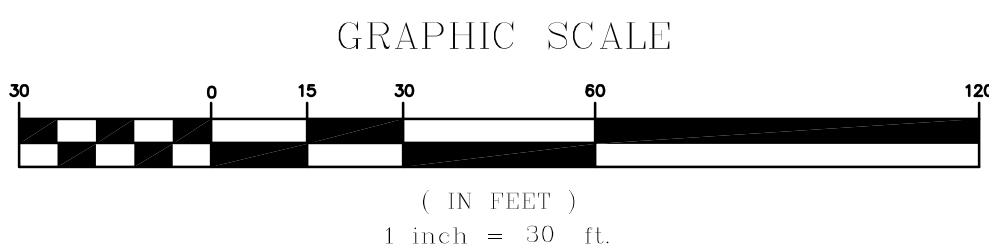
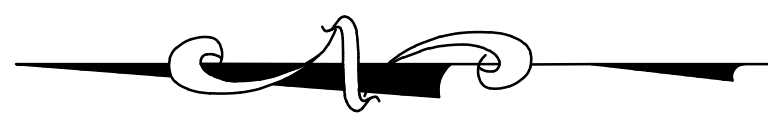


WWW.COMPASSSURVEYING.NET

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE: 561.640.4800
FAX: 561.640.0576

LB #7463

Project	C-18436	Scale	1" = 40'
Date	07/07/2021		
Scale	1" = 40'		



Creation Units: feet

Note: Profile for representation purposes only

Profile

Plan

Overall Vehicle Length: 35.08 ft

General Data

Name: WPB Garbage Truck 1

Library: Custom

Region: North America

Country: United States

Profile Type: Vehicle

Vehicle Profile: Garbage Frontload

Class: Refuse Collection

Lock to Lock Time: 6.0 sec.

Steering Lock Angle: 38.3 deg.

Current Part Data

Part Profile: <clone>

Tractor: Full

Width: 9.00

Steering: Front Only

Front Axle Group

Axles: 1

Tracks: 7.00 ft

Rear Axle Group

Axles: 2

Tracks: 7.00 ft



AUTOTURN EXHIBIT
FOR
ST. PETER COPTIC ORTHODOX CHURCH
PALM SPRINGS, FLORIDA

REVISIONS	DATE	BY	CK

EB 9889

LPI Last Devenport, Inc.

1860 Old Okesechobee Road, Suite 504
West Palm Beach, FL 33409
phone (561) 615-6561 fax (561) 683-0872

SCALE: 1"=30'

DATE: 12/28/22

DESIGNED BY:SG

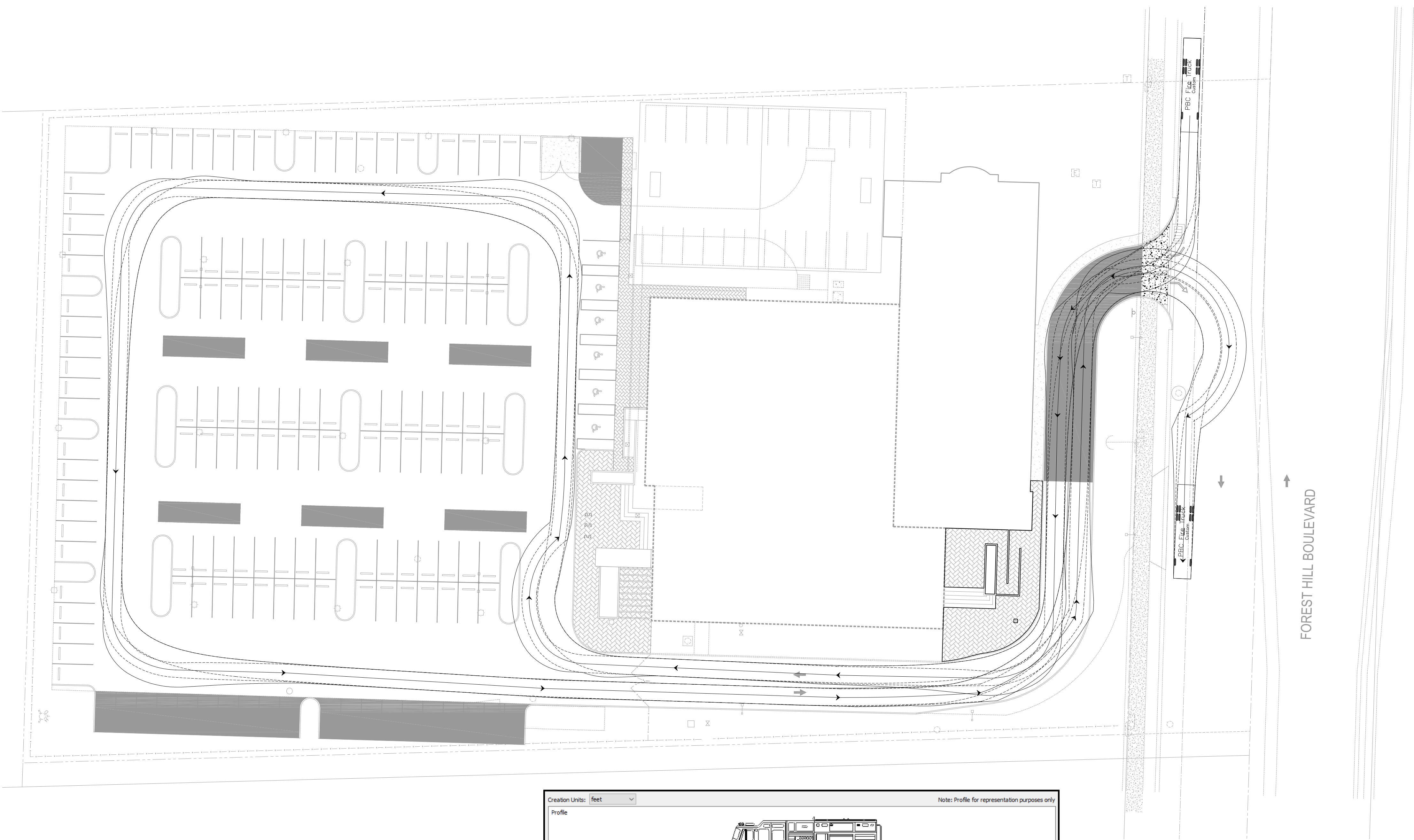
CHECKED BY:SG

DRAWING FILE:
22-006-AT

12/28/22
SCOTT M. GINTERT, P.E.
FLORIDA P.E. #84228

22-006 AT

SHEET 1 OF 2



Creation Units: feet Note: Profile for representation purposes only

Profile

Plan

Overall Vehicle Length: 46.00 ft

General Data

Name: PBC Fire Truck
Library: Custom
Region: North America
Country: United States
Profile Type: Vehicle
Vehicle Profile: Fire Truck-Pumper 2
Class: Fire Truck - Pumper
Lock to Lock Time: 6.0 sec.
Steering Lock Angle: 37.8 deg.

Current Part Data

Part Profile: [Home]
Tractor: Full
Width: 8.50
Steering: Front Only

Front Axle Group

Axles: 1
Track: 8.50 ft

Rear Axle Group

Axles: 2
Track: 8.50 ft



AUTOTURN EXHIBIT FOR ST. PETER COPTIC ORTHODOX CHURCH PALM SPRINGS, FLORIDA		REVISIONS		DATE	BY	CK
EB 9889		SCALE: 1"=30'		DATE: 12/28/22	DESIGNED BY:SG	CHECKED BY:SG
LPI Last Devenport, Inc. 1860 Old Okeechobee Road, Suite 504 West Palm Beach, FL 33409 phone (561) 615-6567 fax (561) 683-0872		DRAWING FILE: 22-006-AT		12/28/22	SCOTT M. GINTERT, P.E. FLORIDA P.E. #84228	
22-006		AT		SHEET 2 OF 2		



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
September 29, 2022

JARED W. PERDUE, P.E.
SECRETARY

THIS PRE-APPLICATION LETTER IS VALID UNTIL – September 29, 2023
THIS LETTER IS NOT A PERMIT APPROVAL

Ron Last
Last Devenport, Inc.
1860 Old Okeechobee Rd, Suite 504

Dear Ron Last:

RE: Pre-application Review for **Category C Driveway**, Pre-application Meeting Date: **September 29, 2022**
Palm Beach County - Palm Springs; SR 882; Sec. # 93016000; MP: 6.70; Access Class - 5;
Posted Speed - 45; SIS - Influence Area; FDOT Ref. Project: FM 447001.1-Ronald Wallace-LIGHTING

Request: Relocate existing right-in/right-out driveway on the north side of SR 822/Forest Hill Boulevard to a location approximately 80 feet west of east property line.

SITE SPECIFIC INFORMATION

Project Name & Address: **St Peters Coptic Orthodox Church – 3405 Forest Hill Blvd, Palm Springs**
Property Owner: **St. Peter Coptic Orthodox Church Inc.**; Parcel Size: **3.950 Acres**
Development Size: **25,681 SF Existing Church, additional 6,606 SF for a total of 32,287 SF Church**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- A minimum driveway length of 100 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.
- A minimum distance of 130 feet, as measured from the ultimate right-of-way line to the proposed drop-off location shall be provided.
- The proposed relocation of the driveway will require relocation of the existing SR 882 school crossing pavement markings and signs. The applicant shall work with the Traffic Operations Office to determine if the existing school crossing markings and signs are warranted and in need of adjusting.

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://osp.fdot.gov>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Patricia Moore

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2022-09-29\6. 93016000 MP 6.7 SR 882_St Peters Coptic Orthodox Church\93016 MP 6.7 SR 882_St Peters Coptic Orthodox Church.docx

www.dot.state.fl.us

St. Peters Coptic Orthodox Church

Village of Palm Springs, FL

Traffic Impact Statement



Prepared For:
Aiman Sadek
St. Peters Coptic Orthodox Church

July 2022



St. Peters Coptic Orthodox Church Palm Springs, Florida

Traffic Impact Statement

July 2022

Prepared for:

***Aiman Sadek
St. Peters Coptic Orthodox Church***

Prepared by:

Masoud Atefi & Associates Inc.
1263 SE Illusion Isle Way
Stuart, Florida 34997
Phone: (561) 329-9490

This item has been electronically signed and sealed by Ali Atefi, P.E. on the time and date stamp using the digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Ali Atefi, P.E.
Florida Registration Number 43854
15912 Stable Run Dr.
Spring Hill, Florida 34610

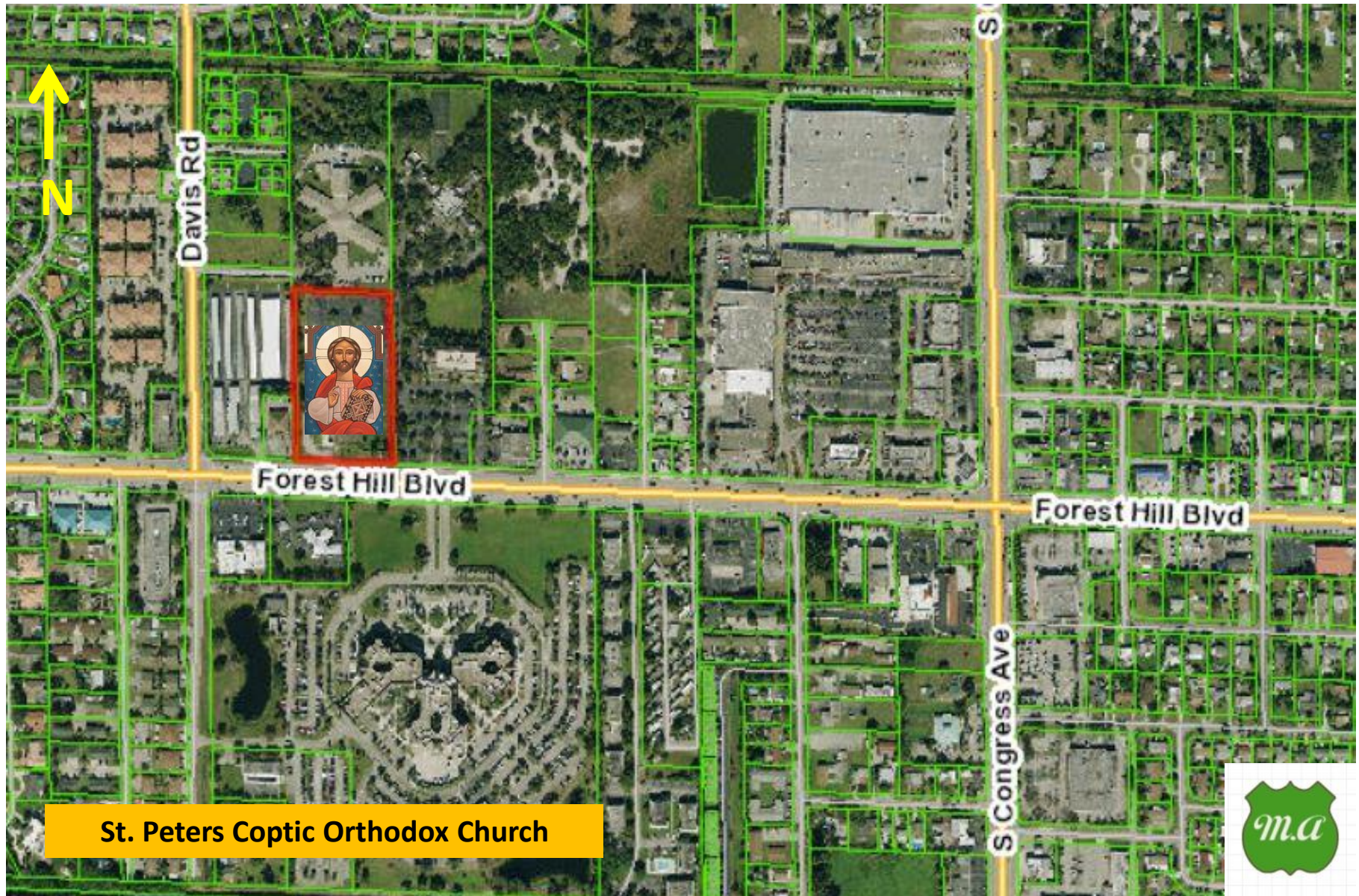
INTRODUCTION

Masoud Atefi & Associates have been retained to prepare a Traffic Impact Statement in accordance with *Article 12, Traffic Performance Standards (TPS) of the Palm Beach County (PBC) Unified Land Development Code, Supplement No. 11 (October 2011)*, and *City of Palm Springs requirements* for the proposed church expansion project on a 3.96 acres parcel at 3405 Forest Hill Boulevard. The project site is located on the north side of Forest Hill Boulevard, west of Congress Avenue, just east of Davis Road in the Village of Palms Springs. See Figure-1 below for an aerial illustrating general location of the site.

Existing and currently operating on the site is a 20,175 SF church built in Year 1974. The project involves expansion of the existing church by 11,478 SF, for a total of 31,653 SF church. The site parcel control number (PCN) is: 70-43-44-07-00-000-5221. See the report Appendix for the County PAPA report for the parcel. Also in the Appendix find the site plan for the proposed church expansion.

The estimated build-out for the project is anticipated to be end of year 2025.

Figure 1 – Project Site Location



St. Peter's Coptic Orthodox Church



TRAFFIC GENERATION

The trip generation analysis for this project was conducted using the trip generation information published by Palm Beach County Engineering Traffic Division (*Trip Generation Rates – June 9, 2022*), and provided in the *ITE Trip Generation Manual, 11th Edition*. See the report Appendix for the latest County Trip Generation rates. Based on the trip generation rates and the applicable pass-by rate, new Weekday, AM and PM peak hour trips to be generated by the proposed St. Peters Coptic Orthodox Church were estimated and tabulated as shown in Table-1. Also indicated on the table are new daily and peak hour trips expected to be generated on Sundays. Sunday trips had to be estimated for driveway peak utilization analysis.

The results of the traffic generation analysis indicate upon completion, the proposed church is expected to generate 84 new daily trips, 3 new AM peak hour trip and 6 new PM peak hour trips on typical Weekdays. Furthermore, based on the results of trip generation analysis, the proposed church is expected to generate 344 new daily and 112 new peak hour trips on Sundays.

Based on the results of the Trip Generation analysis for typical Weekdays, the expansion project is considered insignificant traffic generator, therefore no further traffic impact analysis or TPS related tests would be required, and the project meets Palm Beach County TPS requirements.

Table 1 - Trip Generation Summary
St. Peters Coptic Orthodox Church

Land Uses	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<u>Existing - Weekdays</u>								
Church	20,175 SF	153	4	2	6	4	6	10
Pass By (5%)		(8)	(0)	(0)	(0)	(0)	(1)	(1)
Church Weekdays Sub-Total		145	4	2	6	4	5	9
<u>Proposed - Weekdays</u>								
Church	31,653 SF	241	6	4	10	7	9	16
Pass By (5%)		(12)	(1)	(0)	(1)	(0)	(1)	(1)
Church Weekdays Sub-Total		229	5	4	9	7	8	15
<u>Existing - Sundays</u>								
Church	20,175 SF	634	100	109	209			
Pass By (5%)		(32)	(5)	(5)	(10)			
Church Sundays Sub-Total		602	96	103	199			
<u>Proposed - Sundays</u>								
Church	31,653 SF	996	157	171	328	1	1	2
Pass By (5%)		(50)	(8)	(9)	(17)	0	0	0
Church Sundays Sub-Total		946	150	161	311	1	1	2
New New Trips - Weekdays		84	1	2	3	3	3	6
New New Trips - Sundays		344	53	58	112	0	0	0
Driveway Volumes - Weekdays		241	6	4	10	7	9	16
Driveway Volumes - Sundays**		996	157	171	328	7	9	16

Compiled by: Masoud Atefi & Associates, Inc. (July 2022).

Source: Palm Beach County Trip Generation Rates (June 9, 2022)

TG Rates	<u>Daily</u>	<u>AM</u>	<u>PM</u>	<u>In</u> <u>Am</u>	<u>In</u> <u>PM</u>
Church - Weekdays	7.6	0.32	0.49	62%	44%
Church - Sundays	31.46	10.36	N/A	48%	N/A

* Peak Hour of Generator

** Entering at 10 am, Exiting at 12 noon.

Pass-By

Church: 5%

SITE DRIVEWAY CONDITIONS

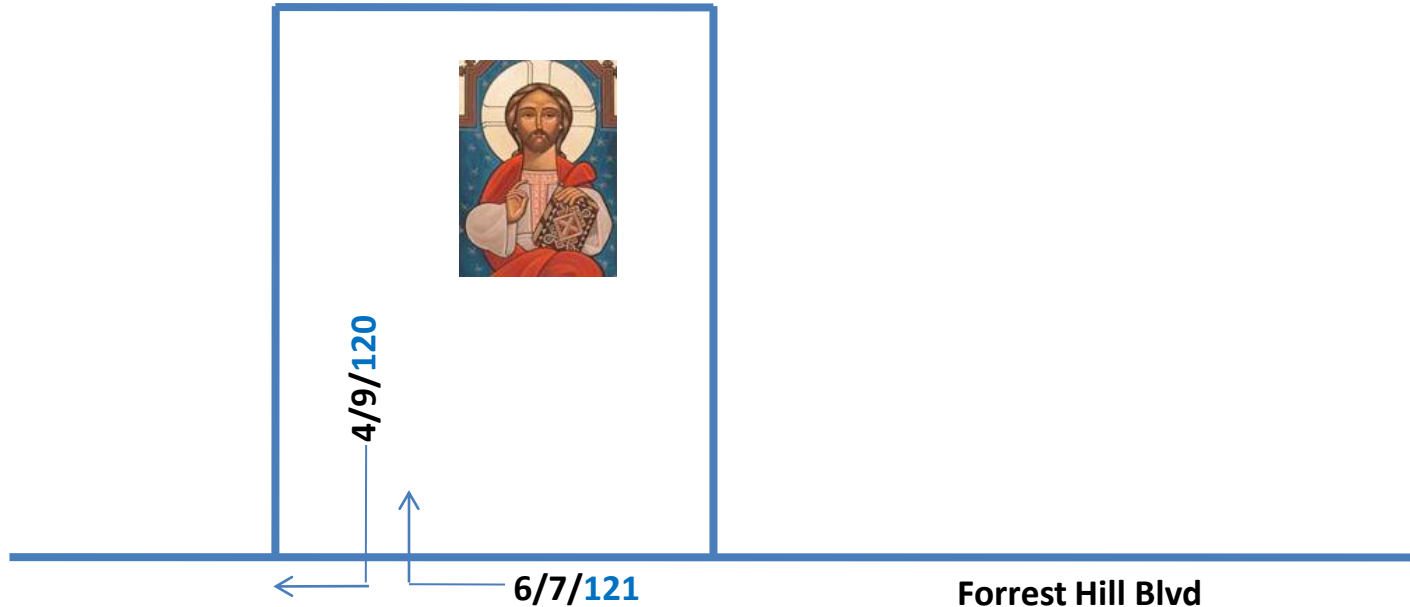
The site is currently served by a right-in/right-out driveway on Forest Hill Boulevard. The current driveway operation is expected to remain in effect after completion of the proposed expansion. Using the forecasted project driveway trip generation information presented in Table-1, Daily, AM and PM peak hour volumes on typical weekdays were estimated and illustrated on Figure-2 (next page). Based on the projected weekday peak hour volumes no additional improvements or provision of exclusive turn-lanes are required at the site access driveway. However, since the church peak hour of operation occurs on Sunday mid-day (10 am – 12 pm), a review/analysis of the driveway operations on Sundays during the church sermon opening (10 am) and closing times (12 noon) was also conducted.

Figure-3 (next pages) provides an illustration of mid-day peak hour peak season directional traffic on Forest Hill Boulevard and at the project driveway on a typical Sunday. Note that the church sermons on Sundays occurs from about 10 am to about 12 pm, hence most of the ingress traffic occurs at a 30 minutes period before and about 10 am, while majority of egress trips occur at a 30 minutes period after and around 12 noon.

In order to obtain Year 2022 Sunday mid-day peak hour peak season directional data on Forest Hill Boulevard, the following information (presented in the report Appendix) was used:

- Intersection TMC data at Congress Ave/Forest Hill Blvd. – PB County 2/11/2021.
- FDOT Peak Season Adjustment factors.
- FDOT Hourly Continuous Counts – Following 2 Permanent Count Stations:
 - Southern Boulevard – Station #0101
 - SR-7 - Station # 0099

**Figure 2 – Weekday Peak Hour Traffic at the Site Access Driveway
AM/PM/Daily**

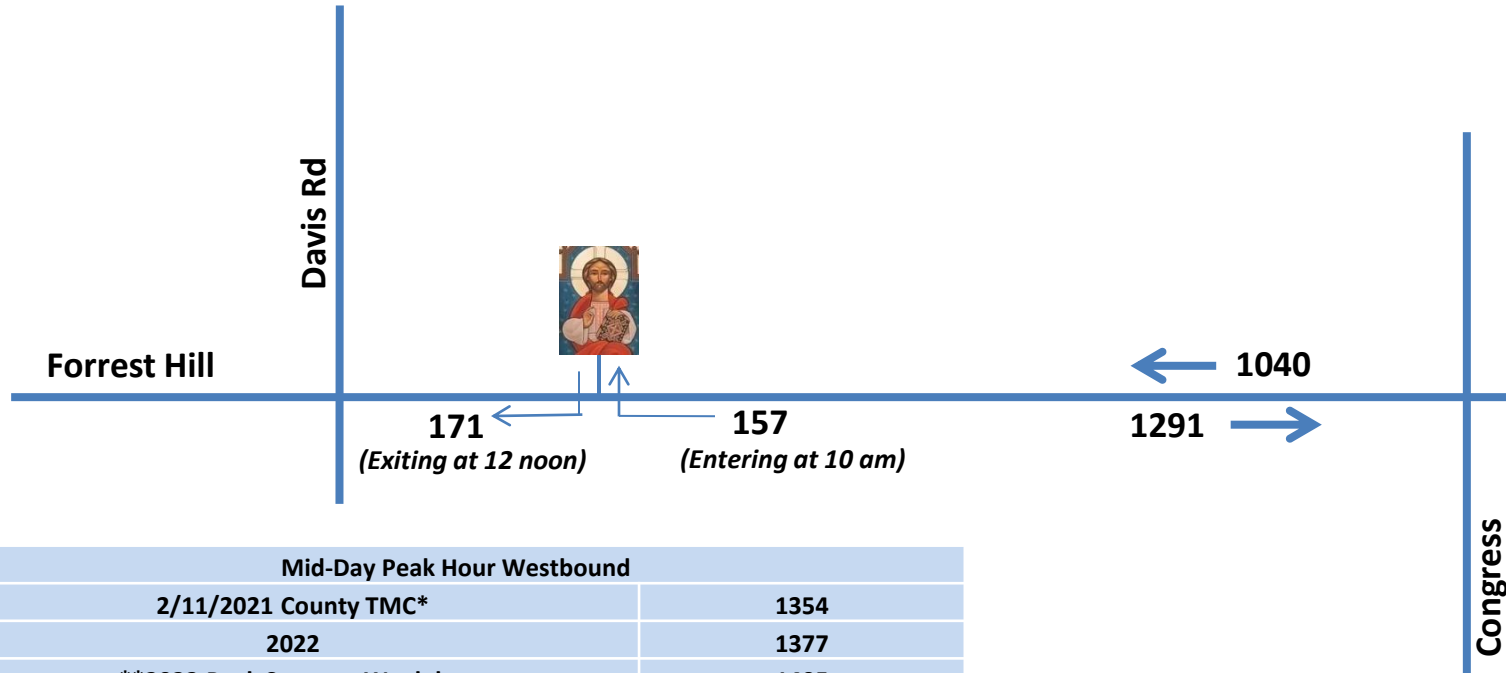


St. Peter's Coptic Orthodox Church





Figure 3 – Sunday Mid-Day Peak Hour/Peak Season Traffic on Forrest Hill Boulevard in Close Vicinity of the Site



Mid-Day Peak Hour Westbound	
2/11/2021 County TMC*	1354
2022	1377
**2022 Peak Season - Weekday	1405
***Peak Season 2022 - Sunday	1040
Mid-Day Peak Hour Eastbound	
2/11/2021 County TMC*	1694
2022	1711
**2022 Peak Season - Weekday	1745
***Peak Season 2022 - Sunday	1291
*County TMC data from Forrest Hill/Congress Ave	
Intersection was used.	
** FDOT PSF=1.02 - See Appendix	
*** Using Sunday Conversion Factor using FDOT permanent	
count station data.	



St. Peters Coptic Orthodox Church

Furthermore, the process of determining and analyzing Sunday traffic operations at the church access driveway required development of a “Sunday/Weekday” traffic ratio which was used to convert weekday directional data (derived from intersection mid-day TMC data at Forest Hill/Congress intersection) to Sunday directional data. Sunday to Weekday traffic ratios were determined using two nearest FDOT Hourly Continuous Permanent Count stations on Southern Boulevard and SR-7. Table-2 (below) indicates the directional Sunday/Weekday ratios for each count station and provides an average rate for the two stations combined. As indicated on the table average Sunday traffic in this area is about 74% of regular traffic on Weekdays.

Average Sunday/Weekday Traffic Rate				
FDOT Perm Count Station	Direction	Weekday	Sunday	Sunday Rate
#0101 - Southern W SR7	EB	39636	31108	0.78
	WB	40265	31551	0.78
#0099 - SR7 N SR806	NB	12833	7652	0.60
	SB	12460	7450	0.60
Total		105194	77761	0.74

The driveway peak hour analysis was conducted using Synchro 11 software for un-signalized intersections. Results of the analysis (presented in the report Appendix) showed no serious delays or long queues at the driveway. However, to ensure safe and orderly operations at the site access driveway, we do make the following two suggestions:

- 1- Improve traffic control devices at the driveway (i.e. standard size and height Stop Sign).
- 2- Upon observation of traffic conflicts or long queues, hire off-duty police officers to control traffic operations during the church closing period.

Project Summary

St. Peters Coptic Orthodox Church

Municipality:	Village of Palm Springs
Location:	North side of Forest Hill Boulevard, just east of Davis Road.
PCN #:	70-43-44-07-00-000-5221.
Existing Uses:	20,175 SF Church – Currently Operational.
Proposed Uses:	Addition of 11,478 SF Church – Total 31,653 SF
New Daily Trips:	84
New PH Trips:	3 AM and 6 PM
Build-out:	End of Year 2025

Prepared By:

Masoud Atefi & Associates
1263 SE Illusion Isle Way
Stuart, FL 34997
(561)329-9490
matefi@comcast.net
www.masoudatefi.com



Appendix

Location Address 3405 FOREST HILL BLVD**Municipality** PALM SPRINGS**Parcel Control Number** 70-43-44-07-00-000-5221**Subdivision****Official Records Book** 23832**Page** 1811**Sale Date** APR-2010**Legal Description** 7-44-43, S 600 FT OF E 319 FT OF E 1/2 OF W 1/2 OF NW 1/4 OF SE 1/4 (LESS S 60 FT RD R/W)**Owners**ST PETER COPTIC ORTHODOX
CHURCH INC**Mailing address**3405 FOREST HILL BLVD
WEST PALM BEACH FL 33406 5814

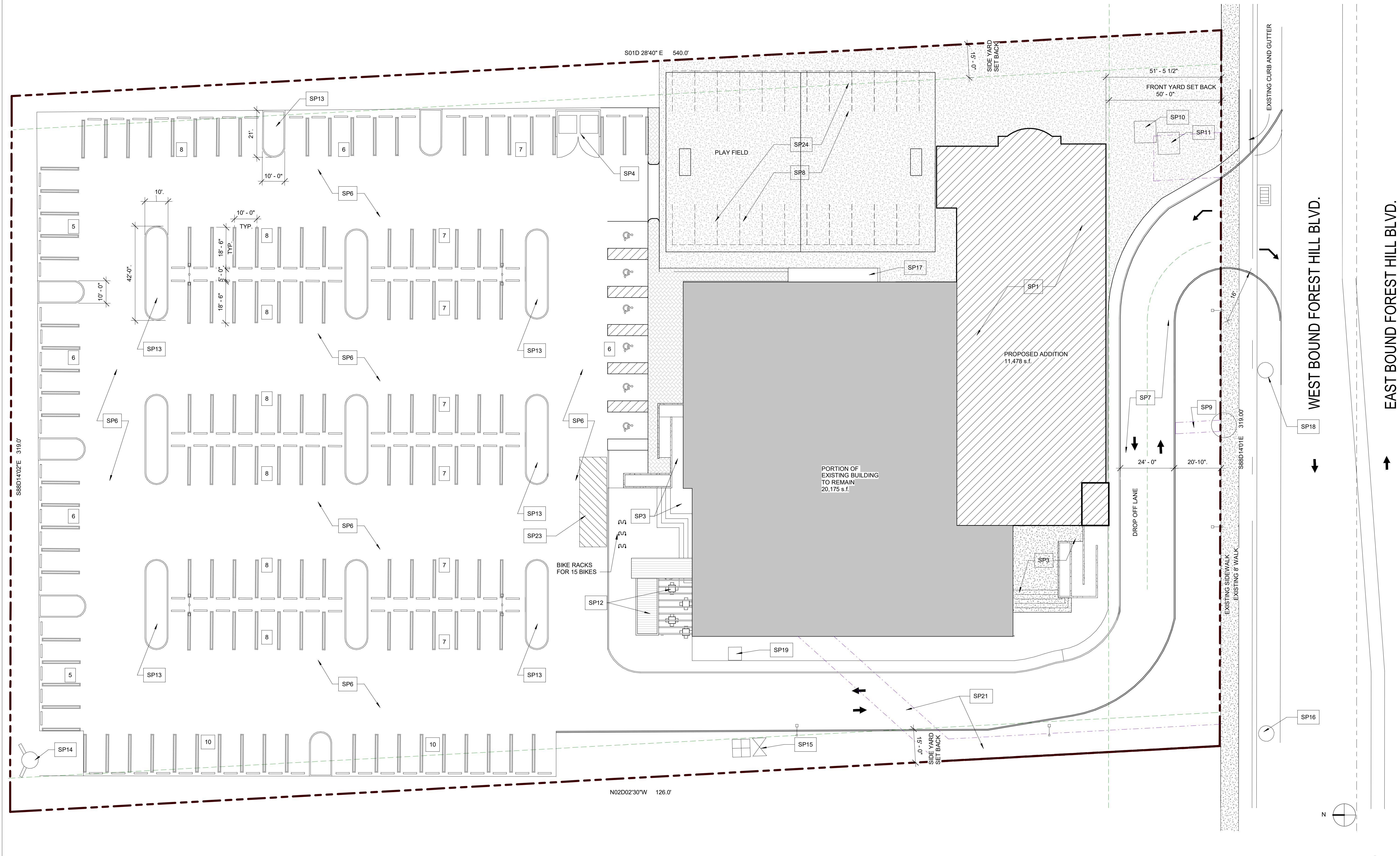
Sales Date	Price	OR Book/Page	Sale Type	Owner
APR-2010	\$2,100,000	23832 / 01811	WARRANTY DEED	ST PETER COPTIC ORTHODOX CHURCH INC
NOV-2005	\$1,900,000	19660 / 00300	WARRANTY DEED	PEOPLE WITHOUT WALLS CHURCH INC
SEP-2003	\$1,300,000	15826 / 00142	WARRANTY DEED	PRIME DEVELOPMENT CORP INC
SEP-2000	\$1,070,216	12103 / 01285	WARRANTY DEED	AT&T WIRELESS SERVICES OF FLORIDA INC
NOV-1983	\$100	04132 / 00767	QUIT CLAIM	

Exemption Applicant/Owner	Year	Detail
ST PETER COPTIC ORTHODOX CHURCH INC	2019	FULL: RELIGIOUS ORGANIZATIONS

Number of Units 0 ***Total Square Feet** 23927 **Acres** 3.9609

Use Code 7100 - RELIGIOUS **Zoning** CG - Commercial General (70-PALM SPRINGS)

Tax Year	2019 P	2018	2017
Improvement Value	\$1,469,217	\$1,479,765	\$1,423,499
Land Value	\$1,421,705	\$1,380,296	\$1,104,237
Total Market Value	\$2,890,922	\$2,860,061	\$2,527,736



SITE PLAN DATA

PARKING SPACES REQUIRED : PER 34-1329

CHURCH SANCTUARY: 6,887 S.F.
1 SPACE PER 4 SEATS (633/4 = 159 SPACES)
REQUIRED

OFFICE AREA:
2400S.F.

EDUCATIONAL AREA SUNDAY SCHOOL CLASSROOMS:
5200 S.F.

RESTROOMS, CIRCULATION, MECHANICAL
ELECTRICAL, MISC. SPACES: 16,200 S.F.

TOTAL SPACES REQUIRED: 159
SPACES PROVIDED: 159

6 ACCESSIBLE SPACES REQUIRED (6) PROVIDED

LANDSCAPING

LANDSCAPE ISLANDS REQUIRED AT PARKING AREA
EVERY 12 SPACES 5'-0" WIDE WITH TREE

20 S.F. OF LANDSCAPED AREA REQUIRED PER EACH SPACE
SEE PROPOSED LANDSCAPE PLANS

ZONING

CURRENTLY ZONED: CG
BUILDING HEIGHT ALLOWED : 45' (APPROVED FOR 60')
MAX GROSS FLOOR AREA: 50% OF TOTAL LOT AREA
PROVIDED FLOOR AREA : 19%

BUILDING DATA:

EXISTING BUILDING: 25,681 S.F.
AREA OF EXISTING BUILDING TO BE DEMOLISHED: 4,872 S.F.
PORTION OF EXISTING BUILDING TO REMAIN: 20,809 S.F.
AREA OF NEW ADDITION: 11,478 S.F.
TOTAL BUILDING AREA WITH NEW ADDITION: 32,287 S.F.

SITE DATA

P.C.N. 00-43-44-07-00-000-5221
LOT AREA: 3.96 ACRES, 172,497 S.F.
OPEN SPACE: 20% (10% REQUIRED)
FAR = 18.7%
BUILDING COVERAGE: 18.7%
IMPERVIOUS AREA: 136,377 S.F.
PERVIOUS AREA: 36,120 S.F.

BIKE RACKS PROVIDED FOR (15) BIKES

PROJECT NARRATIVE

THE EXISTING BUILDING IS CURRENTLY A CHURCH AND WILL
REMAIN A CHURCH. A PORTION OF THE EXISTING BUILDING IS
BEING DEMOLISHED AND A NEW SANCTUARY IS BEING ADDED.
THE EXISTING SITE WILL HAVE A NEW PARKING LAYOUT AND NEW
CIVIL STORMWATER MODIFICATIONS TO ADDRESS THE CURRENT
PROBLEMS. THE REMAINDER OF THE INTERIOR OF THE CHURCH
WILL BE REMODELED.

PROPOSED SITE PLAN NOTES

- | | |
|------|---|
| SP1 | PROPOSED SANCTUARY ADDITION |
| SP2 | EXISTING BUILDING TO BE RENOVATED |
| SP3 | NEW PROPOSED ENTRY RAMP AND STEPS |
| SP4 | NEW PROPOSED DUMPSTER ENCLOSURE - SEE DETAILS |
| SP5 | NEW PROPOSED SITE LIGHTING POLES TYP. |
| SP6 | NEW PROPOSED PAVED AREAS AND PARKING LAYOUT |
| SP7 | NEW PROPOSED ENTRANCE DRIVE AND DROP & OFF AREA |
| SP8 | NEW PROPOSED PLAY FIELD |
| SP9 | FLORIDA POWER AND LIGHT EASEMENT PER ORB 3738 PG. 102 |
| SP10 | EXISTING ELECTRICAL TRANSFORMER TO REMAIN |
| SP11 | EXISTING SOUTHERN BELL TELEPHONE AND TELEGRAPH EASEMENT PER ORB 4548 PG. 349. |
| SP12 | PROPOSED OUTDOOR SEATING AREA WITH PARTIAL TRELLIS COVER |
| SP13 | TYPICAL NEW LANDSCAPE PLANTER AREA - COORDINATE WITH LANDSCAPE DRAWINGS |
| SP14 | EXISTING FIRE HYDRANT TO REMAIN |
| SP15 | WATER MAIN AND VALVE TO REMAIN - COORDINATE WITH CIVIL DRAWINGS |
| SP16 | EXISTING STORM MANHOLE TO REMAIN - COORDINATE WITH CIVIL DRAWINGS |
| SP17 | EXISTING A/C'S TO REMAIN |
| SP18 | EXISTING TELEPHONE MANHOLE TO REMAIN |
| SP19 | SANITARY MANHOLE TO REMAIN |
| SP20 | FLORIDA POWER AND LIGHT EASEMENT PER ORB 2336 PG. 1828 |
| SP21 | FLORIDA POWER AND LIGHT COMPANY EASEMENT PER ORB 2336 PG. 1828 |
| SP22 | PROPOSED SITE LIGHTING - SEE PHOTOMETRIC SHEET |
| SP23 | PROPOSED 12 X 40 LOADING ZONE |
| SP24 | TEMPORARY GRASS PARKING IF NEEDED |

PROPOSED SITE PLAN

1" = 20'-0" 1



Rodney Crockett, AIA, LEED AP
fla. lic. no. AR91279

11/27/19

Project
St. Peters Coptic Orthodox Church
Project Renovation and Addition
3405 Forest Hill Blvd., Palm Springs, FL

Arquitectos
7727 Colony Lake Dr., Boynton Beach, Florida 33436
Rodney A. Crockett

4/25/22

PROPOSED SITE PLAN

A1.02

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17 ^a	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue ^b	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA) ^h	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA) ^h	710	1000 S.F.	$\ln(T) = 0.87 \ln(X) + 3.05$	10%	88/12	$\ln(T) = 0.86 \ln(X) + 1.16$	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	$T=42.97(X)-108.01$	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre ^c	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
Services	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88 ^d	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store ^e	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated) ^g	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12))

b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split

c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.

d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Article 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/13/2022: Updated with ITE TG

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
50220	Flavor Pict Rd	Hagen Ranch Rd	11/7/2018	11:00 AM	0	49	328	59	0	142	346	15	0	27	34	52	0	70	35	118	1275
50220	Flavor Pict Rd	Hagen Ranch Rd	11/7/2018	4:00 PM	0	72	385	83	2	148	346	6	0	37	39	56	0	73	54	181	1482
50240	Flavor Pict Rd	Jog Rd	4/21/2021	7:45 AM	0	47	482	41	0	101	1238	35	0	72	129	84	0	78	128	50	2485
50240	Flavor Pict Rd	Jog Rd	4/21/2021	12:30 PM	2	70	618	88	1	68	748	63	1	66	161	95	0	61	180	51	2273
50240	Flavor Pict Rd	Jog Rd	4/21/2021	4:30 PM	0	114	1182	87	0	93	616	43	1	69	179	75	1	74	162	100	2796
50240	Flavor Pict Rd	Jog Rd	11/29/2018	7:45 AM	0	44	587	43	1	80	1920	40	0	60	175	131	0	65	148	45	3339
50240	Flavor Pict Rd	Jog Rd	11/29/2018	1:00 PM	1	95	741	55	1	40	747	31	0	37	110	79	1	51	109	31	2129
50240	Flavor Pict Rd	Jog Rd	11/29/2018	4:30 PM	1	152	1410	94	0	77	932	48	0	73	161	60	2	110	287	68	3475
50260	Flavor Pict Rd/Coconut Ln	Military Tr	2/13/2019	7:30 AM	4	82	783	42	1	126	1913	91	0	138	55	243	0	69	60	131	3738
50260	Flavor Pict Rd/Coconut Ln	Military Tr	2/13/2019	12:00 PM	2	128	959	70	0	72	818	119	0	156	66	151	0	72	83	86	2782
50260	Flavor Pict Rd/Coconut Ln	Military Tr	2/13/2019	4:45 PM	1	209	1814	65	2	130	825	139	0	130	87	100	0	73	105	98	3778
50260	Flavor Pict Rd/Coconut Ln	Military Tr	12/12/2017	7:30 AM	7	107	836	48	0	123	1816	91	0	113	67	203	0	61	45	146	3663
50260	Flavor Pict Rd/Coconut Ln	Military Tr	12/12/2017	12:00 PM	1	142	935	47	3	77	872	99	0	156	100	150	0	69	69	94	2814
50260	Flavor Pict Rd/Coconut Ln	Military Tr	12/12/2017	4:45 PM	3	226	1937	46	1	128	860	145	0	139	101	99	0	69	100	156	4010
12500	Florida Bl	Alt A1A/SR 811	9/13/2016	7:30 AM	53	0	1164	71	1	105	1852	0	0	0	0	0	9	240	0	101	3596
12500	Florida Bl	Alt A1A/SR 811	9/13/2016	12:15 PM	27	0	1067	63	4	64	1281	0	0	0	0	0	2	117	0	49	2674
12500	Florida Bl	Alt A1A/SR 811	9/13/2016	4:45 PM	55	0	1625	113	11	125	1508	0	0	0	0	0	5	158	0	103	3703
33500	Forest Hill Bl	Congress Ave	2/11/2021	7:30 AM	14	265	1000	298	12	225	761	118	12	410	1689	385	1	218	737	85	6230
33500	Forest Hill Bl	Congress Ave	2/11/2021	12:00 PM	24	312	820	222	20	157	524	148	12	238	1114	335	7	231	894	119	5177

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9301 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.96 PSCF
1	01/01/2021 - 01/02/2021	1.01	1.05
2	01/03/2021 - 01/09/2021	1.05	1.09
3	01/10/2021 - 01/16/2021	1.10	1.15
4	01/17/2021 - 01/23/2021	1.08	1.13
5	01/24/2021 - 01/30/2021	1.06	1.10
6	01/31/2021 - 02/06/2021	1.04	1.08
7	02/07/2021 - 02/13/2021	1.02 ..	1.06
8	02/14/2021 - 02/20/2021	1.00	1.04
9	02/21/2021 - 02/27/2021	0.99	1.03
10	02/28/2021 - 03/06/2021	0.98	1.02
11	03/07/2021 - 03/13/2021	0.97	1.01
*12	03/14/2021 - 03/20/2021	0.96	1.00
*13	03/21/2021 - 03/27/2021	0.96	1.00
*14	03/28/2021 - 04/03/2021	0.96	1.00
*15	04/04/2021 - 04/10/2021	0.96	1.00
*16	04/11/2021 - 04/17/2021	0.96	1.00
*17	04/18/2021 - 04/24/2021	0.96	1.00
*18	04/25/2021 - 05/01/2021	0.96	1.00
*19	05/02/2021 - 05/08/2021	0.96	1.00
*20	05/09/2021 - 05/15/2021	0.96	1.00
*21	05/16/2021 - 05/22/2021	0.96	1.00
*22	05/23/2021 - 05/29/2021	0.97	1.01
*23	05/30/2021 - 06/05/2021	0.97	1.01
*24	06/06/2021 - 06/12/2021	0.97	1.01
25	06/13/2021 - 06/19/2021	0.98	1.02
26	06/20/2021 - 06/26/2021	0.99	1.03
27	06/27/2021 - 07/03/2021	1.00	1.04
28	07/04/2021 - 07/10/2021	1.01	1.05
29	07/11/2021 - 07/17/2021	1.03	1.07
30	07/18/2021 - 07/24/2021	1.03	1.07
31	07/25/2021 - 07/31/2021	1.02	1.06
32	08/01/2021 - 08/07/2021	1.02	1.06
33	08/08/2021 - 08/14/2021	1.02	1.06
34	08/15/2021 - 08/21/2021	1.02	1.06
35	08/22/2021 - 08/28/2021	1.03	1.07
36	08/29/2021 - 09/04/2021	1.03	1.07
37	09/05/2021 - 09/11/2021	1.04	1.08
38	09/12/2021 - 09/18/2021	1.05	1.09
39	09/19/2021 - 09/25/2021	1.03	1.07
40	09/26/2021 - 10/02/2021	1.02	1.06
41	10/03/2021 - 10/09/2021	1.01	1.05
42	10/10/2021 - 10/16/2021	0.99	1.03
43	10/17/2021 - 10/23/2021	1.00	1.04
44	10/24/2021 - 10/30/2021	1.00	1.04
45	10/31/2021 - 11/06/2021	1.01	1.05
46	11/07/2021 - 11/13/2021	1.01	1.05
47	11/14/2021 - 11/20/2021	1.01	1.05
48	11/21/2021 - 11/27/2021	1.01	1.05
49	11/28/2021 - 12/04/2021	1.01	1.05
50	12/05/2021 - 12/11/2021	1.01	1.05
51	12/12/2021 - 12/18/2021	1.01	1.05
52	12/19/2021 - 12/25/2021	1.05	1.09
53	12/26/2021 - 12/31/2021	1.10	1.15

* PEAK SEASON

08-MAR-2022 12:36:27

830UPD

4_9301_PKSEASON.TXT

DATE 05/10/22

FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC COUNTS
HOURLY CONTINUOUS COUNTS FINAL REPORT
DECEMBER 2021

COUNTY NAME: PALM BEACH STATION: 0101 DIRECTION: E LANE: 0
DESCRIPTION: SR80/SOUTHERN BLV, 1 MI W OF SR7/US441, PALM BCH CO.
LOCATION: COUNTY 93 SECTION 120 SUBSECTION 000 MILEPOST 10.879 ROUTES: US-98 US-441 SR-80

DY D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	DAILY
1 W	137	109	75	102	310	733	2219	3586	2988	2494	2301	2498	2479	2387	2626	2679	2860	3030	2417	1523	1079	797	466	273	40168N
2 R	159	92	91	123	288	764	1872	2718	3069	2512	2393	2432	2458	2405	2671	2716	2811	2955	2367	1591	1116	723	493	335	39154N
3 F	172	104	85	95	269	728	2192	3529	2873	2474	2445	2469	2611	2623	2903	2757	2922	3008	2515	1916	1382	1049	769	490	42380N
4 A	264	163	103	111	173	386	886	1474	1771	2107	2597	2751	2700	2700	2673	2668	2647	2774	2316	1783	1347	1061	814	569	36838N
5 S	290	214	134	101	122	257	554	766	1245	1745	2213	2523	2539	2474	2535	2511	2486	2444	1890	1281	977	692	458	287	30738N
6 M	170	88	83	129	296	773	2206	3611	2923	2350	2351	2370	2475	2310	2773	2562	2583	2714	2092	1401	992	637	439	235	38563N
7 T	152	100	71	115	295	769	2299	3749	2917	2530	2363	2410	2502	2330	2739	2746	2850	2960	2358	1550	1030	720	514	291	40360N
8 W	138	86	67	116	275	776	2309	3685	2974	2561	2452	2448	2391	2447	2721	2641	2710	2933	2371	1605	1122	775	504	320	40427N
9 R	139	102	81	107	291	754	2224	3580	3020	2460	2446	2349	2511	2525	2747	2720	2825	3024	2372	1674	1114	765	544	362	40736N
10 F	159	111	100	112	274	651	2110	3533	2924	2523	2495	2625	2571	2605	2738	2870	2875	2947	2623	1942	1394	1046	763	536	42527N
11 A	245	184	126	136	195	341	829	1405	1887	2255	2764	2871	2830	2859	2947	2850	2819	2776	2518	1810	1222	1006	843	664	38382N
12 S	382	223	153	140	150	277	479	743	1276	1752	2441	2628	2814	2695	2739	2722	2600	2489	2143	1343	1083	664	508	331	32775N
13 M	166	100	75	106	288	757	2187	3571	2905	2442	2372	2579	2586	2520	2733	2659	2870	2943	2320	1521	1062	721	452	287	40222N
14 T	144	104	92	98	297	801	2242	3755	3024	2536	2323	2425	2381	2407	2633	2704	2733	2946	2335	1526	1124	726	477	296	40129N
15 W	151	104	74	111	296	782	2257	3550	2912	2545	2512	2574	2525	2472	2630	2803	2870	2867	2390	1607	1039	724	509	309	40613N
16 R	150	101	79	112	272	754	2236	3695	2945	2588	2592	2564	2417	2476	2650	2940	2969	3058	2579	1743	1266	817	586	379	41968N
17 F	196	119	77	112	285	754	2124	3437	2878	2593	2609	2786	2641	2734	2952	2967	2977	2992	2688	1975	1344	1074	844	638	43796A
18 A	329	201	146	115	160	373	804	1374	1845	2326	2788	2942	3048	2950	2862	2720	2788	2852	2630	1845	1337	1029	871	662	38997N
19 S	432	297	171	115	146	260	489	815	1275	1883	2447	2654	2663	2597	2606	2555	2344	2519	2020	1418	1055	773	503	355	32392A
20 M	183	108	88	101	256	721	2099	3341	2884	2661	2553	2672	2898	2802	2893	2922	2932	2922	2423	1636	1178	776	514	334	41897N
21 T	203	98	66	103	253	751	2014	3409	2869	2748	2681	2664	2707	2690	2830	2805	3063	3023	2465	1712	1211	776	555	320	42016A
22 W	182	127	80	115	257	682	2008	3246	2823	2656	2716	2858	2929	2803	2994	2961	2998	2961	2619	1876	1285	880	592	395	43043A
23 R	228	126	77	117	267	617	1535	2355	2441	2584	2906	2987	3203	3100	2986	3173	3003	3021	2546	1917	1442	982	739	516	42868A
24 F	278	171	109	105	184	329	750	1316	1693	2297	2606	2834	2886	2721	2538	2575	2296	2186	1622	1328	1202	991	816	670	34503A
25 A	524	356	185	99	90	153	253	321	493	744	968	1136	1369	1455	1493	1440	1419	1494	1534	1340	1180	1014	748	574	20382H
26 S	338	191	96	97	137	222	432	619	1044	1454	1984	2363	2526	2450	2476	2258	2182	2095	1842	1300	904	687	512	317	28526N
27 M	213	107	86	93	224	575	1377	1968	2125	2089	2394	2536	2632	2647	2565	2672	2725	2581	2087	1369	919	612	482	329	35407A
28 T	159	114	79	94	244	588	1440	2221	2216	2253	2345	2524	2586	2589	2594	2637	2555	2635	2099	1420	1023	705	439	311	35870A
29 W	147	119	83	86	246	599	1433	2083	2240	2257	2223	2456	2661	2521	2564	2661	2682	2655	2275	1441	945	668	475	370	35890A
30 R	157	131	83	98	221	564	1348	1952	2087	2313	2482	2617	2748	2801	2817	2825	2711	2639	2260	1710	1101	749	551	435	37400A
31 F	208	141	87	98	163	342	773	1178	1656	1997	2340	2592	2841	2738	2573	2407	2236	2125	1696	1213	993	820	682	451	32350A

WEEKDAY AVERAGE = 39636* SATURDAY AVERAGE = 33650 SUNDAY AVERAGE = 31108* NUMBER OF GOOD DAYS 31 TOTAL MONTHLY COUNT = 1171317
MONTHLY AVERAGE = 37563

DATE 05/10/22

FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC COUNTS
HOURLY CONTINUOUS COUNTS FINAL REPORT
DECEMBER 2021

COUNTY NAME: PALM BEACH STATION: 0101 DIRECTION: W LANE: 0
DESCRIPTION: SR80/SOUTHERN BLV, 1 MI W OF SR7/US441, PALM BCH CO.
LOCATION: COUNTY 93 SECTION 120 SUBSECTION 000 MILEPOST 10.879 ROUTES: US-98 US-441 SR-80

DY	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	DAILY
1	W	289	166	93	100	166	582	1670	2236	2264	2143	2211	2279	2385	2582	2695	3037	3366	3666	3089	2108	1577	1031	725	492	40952N
2	R	276	170	103	121	201	564	1633	2289	2215	2139	2204	2234	2434	2600	2759	3055	3323	3552	3003	2149	1509	1192	838	486	41049N
3	F	305	156	115	114	196	540	1584	2239	2136	2058	2287	2475	2531	2698	2874	3253	3323	3535	2944	2201	1667	1239	976	745	42191N
4	A	469	312	252	152	188	382	930	1140	1520	1889	2347	2531	2665	2910	2821	2924	2915	2843	2352	1800	1607	1279	1020	835	38083A
5	S	473	295	180	146	130	259	511	756	1076	1535	1975	2398	2587	2720	2602	2547	2442	2495	2044	1548	1193	909	582	391	31794N
6	M	251	146	108	121	206	626	1510	2079	2145	2074	2098	2369	2410	2659	2660	2811	2817	3343	2779	2045	1351	951	614	432	38605N
7	T	263	136	89	84	162	589	1664	2282	2195	2079	2213	2372	2324	2598	2740	3055	3433	3560	3094	2077	1514	1105	738	454	40820N
8	W	277	133	90	90	176	633	1699	2260	2233	2159	2202	2341	2350	2482	2707	3048	3409	3570	3049	2157	1579	1129	804	512	41089N
9	R	300	134	128	91	203	594	1572	2173	2272	2007	2197	2347	2516	2641	2705	3054	3355	3489	2891	2107	1665	1170	999	564	41174A
10	F	327	211	113	117	154	564	1544	2210	2235	2138	2310	2462	2638	2859	2940	3065	3137	3371	2965	2400	1764	1398	1101	812	42835A
11	A	486	309	212	151	174	375	849	1209	1542	2158	2539	2668	2918	3038	2846	2976	2997	2837	2450	1981	1617	1314	1080	868	39594N
12	S	562	330	223	193	154	241	510	681	1063	1581	2217	2534	2747	2751	2705	2749	2627	2506	2098	1607	1240	908	702	472	33401N
13	M	263	168	112	117	190	556	1577	2214	2276	2009	2216	2363	2584	2671	2800	3003	3311	3543	3144	2190	1497	1061	685	464	41014N
14	T	258	130	114	82	190	608	1611	2294	2237	2207	2222	2318	2376	2437	2638	3083	3346	3502	2976	2193	1546	1146	779	505	40798N
15	W	288	148	87	106	183	607	1650	2275	2296	2138	2320	2304	2521	2678	2703	3010	3268	3409	3052	2208	1609	1162	827	559	41408N
16	R	343	177	114	117	206	574	1583	2189	2217	2216	2300	2441	2632	2678	2865	3071	3404	3637	2998	2322	1706	1291	930	632	42643A
17	F	398	211	123	132	194	534	1550	2214	2259	2197	2394	2475	2793	2916	3063	3203	3233	3394	3018	2387	1820	1467	1127	957	44059A
18	A	578	387	249	176	188	351	802	1190	1589	2037	2553	2842	2885	2934	3078	2918	3019	2944	2605	1973	1636	1339	1123	943	40339A
19	S	634	435	229	194	157	246	469	671	1017	1565	2021	2400	2254	2891	2763	2452	2665	2445	2142	1680	1409	1013	785	493	33030A
20	M	308	186	120	122	196	548	1526	2113	2174	2171	2461	2486	2852	2919	2878	3122	3447	3630	3119	2235	1535	1130	807	541	42626N
21	T	344	170	113	93	164	528	1554	2190	2197	2292	2429	2526	2719	2776	2822	3117	3421	3617	3116	2315	1649	1248	850	556	42806A
22	W	309	191	119	112	143	552	1537	2190	2097	2194	2551	2678	2843	2871	3023	3134	3439	3502	3015	2359	1709	1332	1058	647	43605N
23	R	395	194	117	104	163	438	1121	1636	1832	2241	2479	2799	2909	3088	3255	3220	3281	3289	3002	2437	1851	1507	1088	754	43200A
24	F	501	274	149	143	126	267	590	1018	1503	2054	2389	2658	2898	2873	2857	2823	2672	2510	2196	1695	1301	1100	901	678	36176A
25	A	463	310	168	127	112	110	262	414	591	796	1092	1246	1551	1606	1715	1631	1440	1293	1219	994	1014	804	680	462	20100H
26	S	311	231	118	108	139	226	386	537	835	1230	1771	2115	2448	2376	2420	2197	2108	2053	1869	1403	1096	884	680	438	27979N
27	M	306	183	125	125	189	416	1000	1375	1461	1785	2129	2415	2586	2676	2696	2784	2942	3030	2508	1606	1326	859	669	481	35672N
28	T	279	198	130	104	144	451	1071	1610	1734	1926	2185	2439	2501	2631	2502	2708	2975	3107	2405	1857	1310	988	726	479	36460A
29	W	313	186	111	102	166	448	1113	1533	1654	2045	2167	2293	2427	2785	2589	2841	3048	3041	2448	1813	1363	951	802	542	36781N
30	R	322	152	106	92	167	384	1123	1468	1704	1919	2364	2485	2591	2747	2702	2820	2967	3084	2526	1988	1453	1046	867	579	37656A
31	F	438	276	169	133	156	273	628	971	1270	1891	2199	2471	2600	2736	2681	2696	2531	2366	2052	1513	1204	896	657	495	33302A

WEEKDAY AVERAGE = 40265. SATURDAY AVERAGE = 34529 SUNDAY AVERAGE = 31551. NUMBER OF GOOD DAYS 31 TOTAL MONTHLY COUNT = 1191241
MONTHLY AVERAGE = 38201

DATE 05/10/22

FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC COUNTS
HOURLY CONTINUOUS COUNTS FINAL REPORT
DECEMBER 2021

COUNTY NAME: PALM BEACH STATION: 0099 DIRECTION: N LANE: 0
DESCRIPTION: SR-7/US-441, 0.7 MI NORTH OF SR-806, PALM BEACH CO.
LOCATION: COUNTY 93 SECTION 210 SUBSECTION 000 MILEPOST 9.385 ROUTES: US-441 SR-7

DY D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	DAILY
1 W	75	36	27	45	46	121	455	708	836	673	687	602	737	739	836	1231	1366	1610	1024	550	430	312	203	131	13480N
2 R	69	51	29	30	48	119	483	788	836	707	645	621	720	720	859	1276	1502	1588	1011	511	388	308	248	131	13688N
3 F	79	50	33	35	53	107	422	712	796	665	665	675	754	771	882	1267	1510	1550	1055	621	438	352	256	224	13972N
4 A	127	81	69	50	65	98	220	409	497	534	576	680	664	697	703	793	807	710	619	467	380	345	301	282	10174N
5 S	136	91	59	56	55	60	158	228	273	376	478	527	585	579	546	555	508	565	456	388	338	247	164	140	7568N
6 M	71	30	20	38	55	126	433	812	993	692	633	597	676	706	847	1139	1471	1535	1036	473	311	265	165	133	13257N
7 T	64	37	27	35	43	111	458	759	901	695	642	646	741	747	899	1233	1380	1628	1026	518	424	308	233	116	13671N
8 W	79	35	25	36	49	125	476	784	847	667	630	616	665	792	845	1203	1449	1697	1122	552	429	306	233	146	13808N
9 R	64	33	29	31	55	128	487	778	818	747	678	642	704	674	815	1139	1511	1672	1187	570	421	312	238	141	13874N
10 F	94	45	32	28	59	114	422	730	759	674	652	648	736	719	902	1404	1636	1710	1209	595	426	399	278	221	14492N
11 A	143	82	60	46	64	97	241	385	431	594	659	668	763	745	783	777	767	790	579	444	342	339	332	225	10356N
12 S	148	122	62	53	41	56	125	227	282	400	547	623	617	633	635	567	554	564	488	377	319	221	187	144	7992N
13 M	67	33	29	40	56	116	474	709	800	658	642	648	764	732	853	1214	1372	1503	931	509	386	267	206	135	13144N
14 T	79	31	31	33	55	130	454	756	797	668	577	650	668	680	789	1204	1466	1597	985	559	408	349	229	143	13338N
15 W	80	37	43	39	51	130	453	748	734	676	642	672	785	741	840	1225	1536	1687	1135	571	412	336	216	146	13935N
16 R	81	34	42	40	70	127	431	746	959	860	671	658	726	759	876	1221	1492	1600	1079	541	415	374	305	149	14256N
17 F	120	56	39	43	44	125	437	702	745	564	693	756	858	832	1010	1368	1678	1792	1472	800	460	404	327	370	15695A
18 A	148	82	67	50	50	76	221	395	519	532	697	749	743	813	729	853	804	778	626	422	420	333	292	343	10742N
19 S	183	97	72	61	50	63	142	221	279	372	513	541	584	615	581	600	557	543	485	385	353	283	174	165	7919N
20 M	86	55	31	41	54	125	437	676	752	621	627	712	771	749	841	1192	1370	1416	949	423	358	272	225	184	12967A
21 T	89	52	38	36	62	135	421	736	735	674	601	701	820	774	849	1113	1314	1428	849	482	350	298	241	177	12975N
22 W	93	59	32	35	58	123	406	705	701	600	699	762	834	819	946	1151	1321	1362	871	515	365	328	262	191	13238N
23 R	97	58	42	48	60	119	327	528	642	641	723	748	850	855	1074	1081	1248	1114	753	482	350	314	295	197	12646A
24 F	105	68	33	27	51	88	187	324	407	460	609	609	658	703	683	755	687	596	556	443	387	333	323	256	9348A
25 A	200	132	78	42	28	42	77	129	170	253	311	368	411	493	524	536	460	419	419	409	397	284	236	161	6579H
26 S	109	54	33	32	40	53	118	174	208	362	514	512	531	713	516	547	502	482	416	332	285	241	215	141	7130N
27 M	91	61	28	28	51	80	323	545	622	647	705	730	744	758	861	941	1064	1029	629	404	305	253	185	166	11250A
28 T	92	48	29	37	44	87	371	533	547	566	680	684	703	689	744	995	1115	1060	702	450	307	197	189	123	10992A
29 W	68	45	29	38	48	94	343	540	578	586	698	693	706	794	816	969	1167	1049	689	459	335	285	244	148	11421A
30 R	79	42	42	28	49	87	331	504	543	524	662	685	756	848	899	1021	1125	1009	652	437	324	261	232	143	11283A
31 F	96	49	34	35	53	81	212	349	399	507	623	651	697	639	692	640	656	604	476	377	288	221	193	130	8702A

WEEKDAY AVERAGE = 12833 SATURDAY AVERAGE = 9463 SUNDAY AVERAGE = 7652 NUMBER OF GOOD DAYS 31 TOTAL MONTHLY COUNT = 363892
MONTHLY AVERAGE = 11612

DATE 05/10/22

FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC COUNTS
HOURLY CONTINUOUS COUNTS FINAL REPORT
DECEMBER 2021

COUNTY NAME: PALM BEACH STATION: 0099 DIRECTION: S LANE: 0
DESCRIPTION: SR-7/US-441, 0.7 MI NORTH OF SR-806, PALM BEACH CO.
LOCATION: COUNTY 93 SECTION 210 SUBSECTION 000 MILEPOST 9.385 ROUTES: US-441 SR-7

DY	D	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	DAILY
1	W	37	25	19	34	75	271	875	1610	1632	957	710	661	712	701	723	819	900	988	715	367	293	178	125	63	13490N
2	R	31	32	19	30	83	269	927	1554	1508	923	687	709	671	700	725	808	843	987	702	404	294	215	130	92	13343N
3	F	38	41	30	39	75	235	889	1466	1450	829	676	640	717	651	794	819	893	1027	765	502	331	249	208	152	13516N
4	A	73	32	33	39	62	136	381	620	658	606	591	646	657	697	672	629	577	719	548	379	340	244	230	170	9739N
5	S	113	49	34	42	45	79	200	246	325	407	508	477	543	503	563	558	582	552	471	352	277	181	122	62	7291N
6	M	43	18	29	26	91	284	827	1637	1790	943	668	593	645	560	649	834	886	926	562	365	248	153	115	80	12972N
7	T	29	32	27	31	68	262	915	1621	1572	868	679	651	715	702	749	769	861	963	717	378	273	213	160	74	13329N
8	W	55	28	27	38	66	238	947	1616	1549	925	703	661	646	611	748	827	926	1039	717	378	264	208	197	71	13485N
9	R	53	22	33	43	75	308	875	1595	1568	930	683	670	784	706	764	830	933	1018	756	392	312	194	242	153	13939A
10	F	67	38	34	30	87	251	859	1493	1383	855	664	657	729	676	773	846	778	932	823	491	306	263	210	135	13380N
11	A	95	54	34	56	56	131	384	570	601	600	605	667	697	657	649	688	712	708	611	418	321	253	240	153	9960N
12	S	103	63	44	32	45	89	175	236	324	444	496	608	661	620	590	572	609	542	525	327	317	200	162	94	7878N
13	M	49	22	34	29	88	264	868	1617	1535	896	670	690	725	665	689	774	821	914	622	387	241	202	117	69	12988N
14	T	47	27	33	31	76	250	910	1624	1582	939	743	713	736	730	749	734	918	1000	627	378	287	231	140	62	13567N
15	W	47	26	31	44	89	251	906	1601	1569	874	664	639	696	637	786	902	866	964	695	397	296	233	169	89	13471N
16	R	44	23	28	41	89	273	921	1714	1734	910	775	674	690	671	702	790	900	1017	801	459	298	243	167	100	14064N
17	F	41	33	23	46	69	233	853	1371	1398	823	775	724	757	687	740	859	1010	1247	930	525	321	256	218	157	14096N
18	A	99	57	35	52	63	129	407	539	616	640	631	685	722	769	747	769	690	721	604	410	313	276	263	229	10466N
19	S	114	81	61	32	48	89	171	231	325	456	459	552	560	549	533	612	592	546	488	357	296	223	147	89	7611N
20	M	60	31	26	23	76	275	807	1452	1295	832	653	710	740	685	736	780	891	1001	683	373	267	201	127	107	12831A
21	T	54	37	32	30	74	250	833	1369	1401	833	701	691	714	675	663	756	813	809	568	392	298	185	175	95	12448N
22	W	50	36	26	30	70	217	757	1310	1335	792	733	683	867	796	788	825	860	927	716	447	306	225	170	118	13084A
23	R	55	47	40	38	87	235	596	1074	1032	776	701	761	780	757	783	827	892	848	614	402	318	239	189	108	12199A
24	F	59	50	31	23	52	148	304	479	552	526	536	615	644	607	609	645	611	570	524	348	312	271	288	197	9001A
25	A	123	128	48	36	24	43	111	132	154	223	283	363	394	440	509	511	454	482	433	385	380	324	252	127	6359H
26	S	108	52	18	26	41	80	155	217	266	358	438	529	558	544	629	588	515	509	456	298	267	158	124	86	7020A
27	M	55	23	20	27	74	192	597	933	905	612	624	666	705	664	647	725	728	754	548	297	232	154	158	85	10425A
28	T	48	32	28	40	60	203	580	1039	983	680	627	683	696	654	668	692	769	790	557	335	281	151	158	88	10842A
29	W	47	29	19	58	58	200	635	1021	987	747	681	715	710	638	676	764	773	748	608	339	254	192	138	86	11123A
30	R	38	38	27	51	54	237	563	921	895	665	602	632	693	655	716	742	749	758	534	338	277	177	137	75	10574A
31	F	60	35	31	25	58	142	326	528	567	540	555	654	631	603	584	572	519	513	512	331	256	188	142	113	8485A

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WEEKDAY AVERAGE = 12460• SATURDAY AVERAGE = 9131 SUNDAY AVERAGE = 7450• NUMBER OF GOOD DAYS 31 TOTAL MONTHLY COUNT = 352976

MONTHLY AVERAGE = 11269

4:

Intersection

Int Delay, s/veh 2.9

Movement EBL EBT WBT WBR SBL SBRLane Configurations 

Traffic Vol, veh/h 0 1291 1040 157 0 171

Future Vol, veh/h 0 1291 1040 157 0 171

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Free Free Free Free Stop Stop

RT Channelized - None - None - None

Storage Length - - - - - 0

Veh in Median Storage, # - 0 0 - 0 -

Grade, % - 0 0 - 0 -

Peak Hour Factor 92 92 92 92 60 60

Heavy Vehicles, % 2 2 2 2 0 0

Mvmt Flow 0 1403 1130 171 0 285

Major/Minor Major1 Major2 Minor2

Conflicting Flow All - 0 - 0 - 651

Stage 1 - - - - -

Stage 2 - - - - -

Critical Hdwy - - - - - 6.9

Critical Hdwy Stg 1 - - - - -

Critical Hdwy Stg 2 - - - - -

Follow-up Hdwy - - - - - 3.3

Pot Cap-1 Maneuver 0 - - - 0 416

Stage 1 0 - - - 0 -

Stage 2 0 - - - 0 -

Platoon blocked, % - - - - -

Mov Cap-1 Maneuver - - - - - 416

Mov Cap-2 Maneuver - - - - -

Stage 1 - - - - -

Stage 2 - - - - -

Approach EB WB SB

HCM Control Delay, s 0 0 30.5

HCM LOS D

Minor Lane/Major Mvmt EBT WBT WBR SBLn1

Capacity (veh/h) - - - 416

HCM Lane V/C Ratio - - - 0.685

HCM Control Delay (s) - - - 30.5

HCM Lane LOS - - - D

HCM 95th %tile Q(veh) - - - 5



August 17, 2022

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**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

**RE: St. Peters Coptic Orthodox Church
Project #: 220802
Traffic Performance Standards (TPS) Review**

Dear Mr. Atefi:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated July 23, 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:	North side of Forest Hill Blvd, about 400 feet east of Davis Rd
PCN:	70-43-44-07-00-000-5221
Access:	One right-in/right-out access driveway connection onto Forest Hill Blvd <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Church = 20,175 SF
Proposed Uses:	Expand existing church for a total of 31,653 SF Church
New Daily Trips:	84
New Peak Hour Trips:	3 (1/2) AM; 6 (3/3) 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 Forest Hill Blvd for the proposed driveway modifications.

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

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

"An Equal Opportunity
Affirmative Action Employer"



printed on sustainable
and recycled paper



Ali Atefi, P.E.
August 17, 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, appearing to read "Hanane Akif", is written over a faint, larger signature.

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

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2022\220802 - ST. PETERS COPTIC ORTHODOX CHURCH.DOCX

July 10, 2023

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

From: Tara Bamber, PE 

**Re: St. Peter Coptic Church at 3405 Forest Hill Blvd.
Site Plan Approval Letter
Engenuity Group Project No. 6001.118**

We have reviewed the following received on 6-21-23:

1. Preliminary Engineering Plans, 4 sheets, dated 4-14-23, by Last Devenport, Inc.
2. Site Plan, 1 sheet, revised 4-7-23, by My Arquitectos, LLC.
3. Landscape Plans, 2 sheets (LP-1-LP-2), revised 5-4-23, by Litterick Landscape Architecture.
4. Autoturn Exhibit, 2 sheets, dated 12-28-22, by Last Devenport, Inc.
5. Survey, 1 sheet, dated 7-7-21, by Compass Surveying.
6. Water Management Calcs, 10 sheets, dated 5-23-23, by Last Devenport, Inc.
7. FDOT Approval Letter, 1 sheet, dated 9-23-22, by FDOT.
8. Architect Comment Responses, 8 sheets, dated 3-28-23, by My Arquitectos, LLC.

We recommend Site Plan approval with the following conditions:

1. Provide Water Management Calculations including pre-development vs. post-development water quality calculations.
2. Provide permits from applicable agencies including, but not limited to, FDOT, etc.
3. Additional comments may be asked at time of Civil permit review.

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

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



Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 584-8200 Ext. 3
www.vpsfl.org

LETTER OF TRANSMITTAL

To: David Harden
PD - Tom Ceccarelli / Frank Castro
Fire Department – Jolin Wesley

Date: 6/29/2023

2nd Submittal

RE: St. Peter Coptic Orthodox Church – 3405 Forest Hill Boulevard
Site Plan - Special Exception

Attached are:

- | | | |
|--|---|---|
| ☒ Prints | ☐ Reproducible | ☐ Correspondence |
| ☐ Report | ☐ Specifications | ☐ Applications |
| ☐ Other _____ | | |

COPIES	DATE	DESCRIPTION
1	6/30/23	Site Plan Package

Transmitted:

- | | | |
|--|---------------------------------------|--|
| ☐ For Approval | ☐ As Requested | ☒ For Review and Comment |
| ☐ For Revisions | ☐ For Your Use | |
| ☐ Other _____ | | |

REMARKS:

Upon review, please forward any comments regarding the attached materials to Chris Meléndez or Iramis Cabrera. If you have any questions regarding the attached materials, do not hesitate to contact us at (561) 584-8200 or cmelendezberrios@vpsfl.org / icabrera@vpsfl.org.

Thank you for your assistance.

COMMENTS/SUGGESTIONS:

CONCUR WITH STAFF RECOMMENDATIONS

Signed: _____

Date: 8/7/23



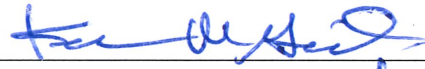
AFFIDAVIT CERTIFYING TO PUBLIC HEARING NOTICE REQUIREMENTS

STATE OF FLORIDA

COUNTY OF PALM BEACH

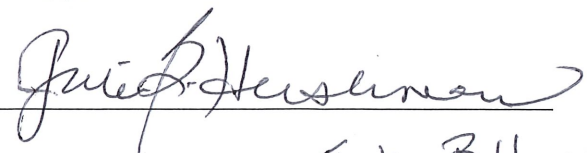
BEFORE ME, the undersigned authority personally appeared who after being sworn, stated the following:

1. That I Kevin McGinley 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 Florida, COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of August, 2023 by Kevin McGinley, 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 Julie B. Hershman

Title or rank _____ Serial number _____



JULIE B. HERSHMAN
Commission # HH 363836
Expires March 10, 2027



ZONING & URBAN PLANNING
MARKET RESEARCH & ANALYSIS
ENVIRONMENTAL ASSESSMENTS

LAND RESEARCH MANAGEMENT, INC.
2240 PALM BEACH LAKES BLVD. • SUITE 103
WEST PALM BEACH, FLORIDA 33409
TEL: (561) 686-2481 • FAX: 681-1551

**ST. PETER COPTIC OTHODOX CHURCH
SPECIAL EXCEPTION STANDARDS
PROPOSED USE AND STATEMENT OF USE JUSTIFICATION**

Request

Applicant is petitioning the Village of Palm Springs to allow an expansion of a previously approved house of worship, (St. Peter Coptic Orthodox Church) that was approved in December 2010, pursuant to Resolution No. 2010-61. The request to modify the special exception and site plan in the CG Zoning District is in accordance with Division 7, Section 34-824 of the Village Code of Ordinances and applicable standards contained therein.

1. The proposed special exception uses are consistent with the goals, objectives and policies of the village's comprehensive plan.

Response: The Village Comprehensive Plan recognizes that the Village is a "residential oriented community with an appropriate mix of land uses compatible with living styles and conditions established within the Village." Churches and houses of worship are integral components to this mix of uses and provide community-oriented opportunities and services that help define the character of the Village. In this sense, the proposed use is consistent with the goals, objectives and policies of the Plan.

2. The proposed special exceptions are consistent with the land development and zoning regulations and all other portions of this Code.

Response: The requested expansion of the special exception and site plan meets all applicable property development regulations and all other provisions of the code specific to places of worship in the CG District. Minor changes are proposed to the existing parking lot serving the church, with a total of 158 parking spaces being provided. The church has been operating on the subject property for over 10 years without any parking issues. The congregation consists of approximately 120 families with services (Masses) held in the Coptic language. Proposed building height is addressed below.

The church will operate in a manner which does not compete for available parking. There will be only one service conducted in the sanctuary on any given day in accordance with the Coptic Creed; thus, there will be no overlap in service times or other functions and utilization of building space. While services are being held, no other church facilities will be used.

Building Height

Several features of the new building, including the arch at the entry way (47 ft), the roof (47 ft), the dome at the altar (60 ft) and the bell tower (80 ft) exceed the 45 ft height limit of the CG District. While these features require approval by the City Council during the site plan approval process, the justification for same is steeped in established religious traditions of the Coptic Orthodox Church and respects the architectural traditions and cultural heritage of the Coptic Church.

1. Architectural Tradition and Symbolism:

Coptic church architecture is characterized by its grandeur and distinctive elements. The inclusion of a bell tower and dome aligns with centuries-old architectural traditions that have been central to Coptic churches worldwide. The bell tower serves as a visual marker, announcing the presence of the church to the community and allowing the faithful to be called to worship. The dome, on the other hand, symbolizes the celestial realm and represents the connection between heaven and earth.

2. Preservation of Cultural Heritage:

The Coptic community takes immense pride in the preservation of its cultural heritage. Requesting a height that is in line with traditional Coptic church architecture, ensures the continuity of the Coptic rich history and allow future generations to connect with their roots. The proposed height respects the architectural style and proportions that have been faithfully maintained in Coptic churches for centuries, fostering a sense of cultural identity and belonging.

3. Aesthetics and Visual Harmony:

The proposed height of the bell tower and dome has been carefully considered to ensure visual harmony with the surrounding landscape and architectural context. By incorporating the height elements of traditional Coptic churches, the design will complement the existing built environment, enhancing the area's visual appeal. St. Peter Coptic Church has also taken into account factors such as setbacks, sightlines, and architectural integration to ensure that the height does not impose any negative impact on neighboring properties or obstruct any crucial views.

4. Community Engagement and Spiritual Gathering:

The bell tower and dome hold more than mere architectural significance; they serve as integral components of community engagement and spiritual gathering. The height of the bell tower is a visual reminder of the sound of the church bells that used to resonate throughout the traditional Coptic neighborhoods, marking significant religious occasions. The dome, with its elevated position, creates a sense of awe and reverence, elevating the spiritual experience for congregants and visitors alike.

3. The proposed special exception uses are compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic generated; building location, mass, height and setbacks, and other relevant factor peculiar to the proposed special exception uses and the surrounding properties.

Response: The requested special exception expansion and site plan revisions to a previously-approved house of worship include the utilization and conversion of the existing building with construction of additional building square footage and an increase in intensity of the use, building height, mass and traffic impacts. These revisions are addressed through the proposed design and traffic analysis submitted with this request. The location of the house of worship along the commercial corridor of Forest Hill Boulevard west of South Congress Avenue are deemed consistent with the design and mass of other building along this corridor, most notably the Palm Beach County School District Administrative complex located directly across the street. Existing limitations on hours of operation with the exception of holiday services such as Christmas and Easter will remain. No adverse impacts to the commercial corridor along Forest Hill Boulevard or the neighboring institutional development to the north of the subject property are anticipated to be associated with the request.

4. The establishment of the proposed special exception uses in the identified location does not create a concentration or a 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: St Peter Coptic Orthodox Church is the only house of worship located along the Forest Hill Boulevard corridor within the Village of Palm Springs. A concentration or proliferation of such uses does not exist.

5. The proposed special exception uses do not have a detrimental impact on the 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 uses, and
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: The proposed church will be used primarily on Sunday mornings 8am – 11am. Wednesday and Saturday services (8am-11am and 6:30pm – 9:30pm, respectively) will also be held but are typically less well attended. Administrative church offices will be open weekly and staffed by church employees and volunteers. The church will operate in a manner consistent with the surrounding commercial and institutional uses in terms of odors, noise and visual effects. No residential development is located in proximity to the subject property. The traffic analysis and Palm Beach County review that accompany this request identify the proposed expansion as having an insignificant traffic impact which does not warrant any road improvements; however, the church is proposing to realign the driveway connection to Forest Hill Boulevard further east in order to provide more vehicular stacking on the subject property.

6. That the proposed special exception uses:

- a. Do not significantly reduce light and air to adjacent properties.
- b. Do not adversely affect property values in the adjacent areas.
- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulation.
- d. Do 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 bicycling parking.

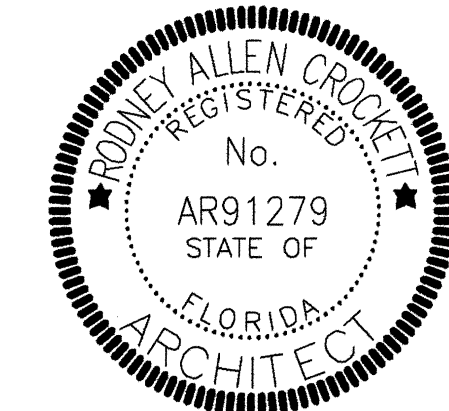
Response: The proposed expansion will have no recognizable effect on associated lighting, air quality or impacts to adjacent properties. The proposed request will not affect natural systems, public facilities and open spaces. Pedestrian amenities will be provided as appropriate and identified during the site plan review process.

7. The proposed use would enhance and/or promote redevelopment of the village, fulfill redevelopment objectives, and/or have a positive economic impact on the village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

Response: The proposed expansion of the existing place of worship provides for the redevelopment of a building constructed nearly 50 years ago and which served as Southern Bell and AT&T's offices and service center prior to its sale in 2003. While the proposed improvements will have a positive impact on the community, direct economic or employment benefits to the Village will be minimal. Providing religious opportunities to the community, however, furthers the objectives of the Village related to providing community-serving uses.

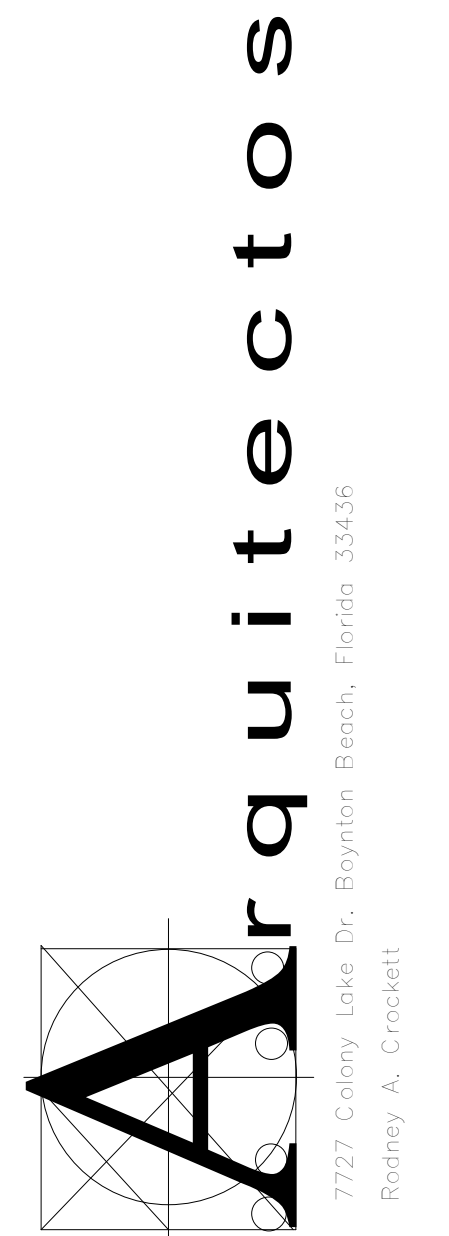


Rendered Site Plan



Rodney Crockett, AIA, LEED AP
fla. lic. no. AR91279
08/30/23

Project
St. Peters Coptic Orthodox Church
Project Renovation and Addition
3405 Forest Hill Blvd., Palm Springs, FL



8.30.23

Rendered Site Plan

A1.01



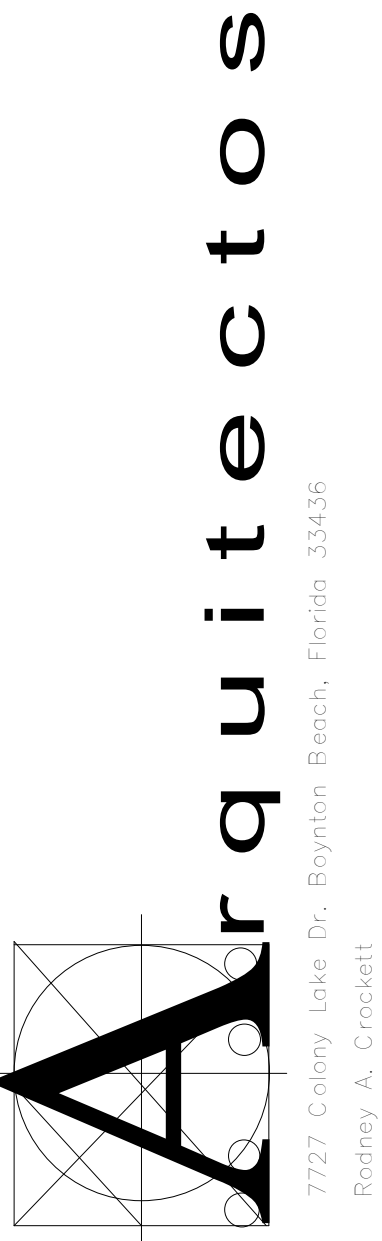
COLOR SCHEDULE

MARK	COLOR	MANUFACTURER	REMARKS
PT-1	WHITE GALLERY (HGSW 4002)	SHERWIN WILLIAMS	SMOOTH STUCCO FINISH
PT-2	SABLE (SW 6083)	SHERWIN WILLIAMS	SMOOTH STUCCO FINISH
PT-3	GOLD LEAF		MANUFACTURER CUSTOM COLOR



Rodney Crockett, AIA, LEED AP
fla. lic. no. AR91279
04/02/23

Project
St. Peters Coptic Orthodox Church
Project Renovation and Addition
3405 Forest Hill Blvd., Palm Springs, FL



4.25.22

4.7.23 Site Plan Review
Comment Responses

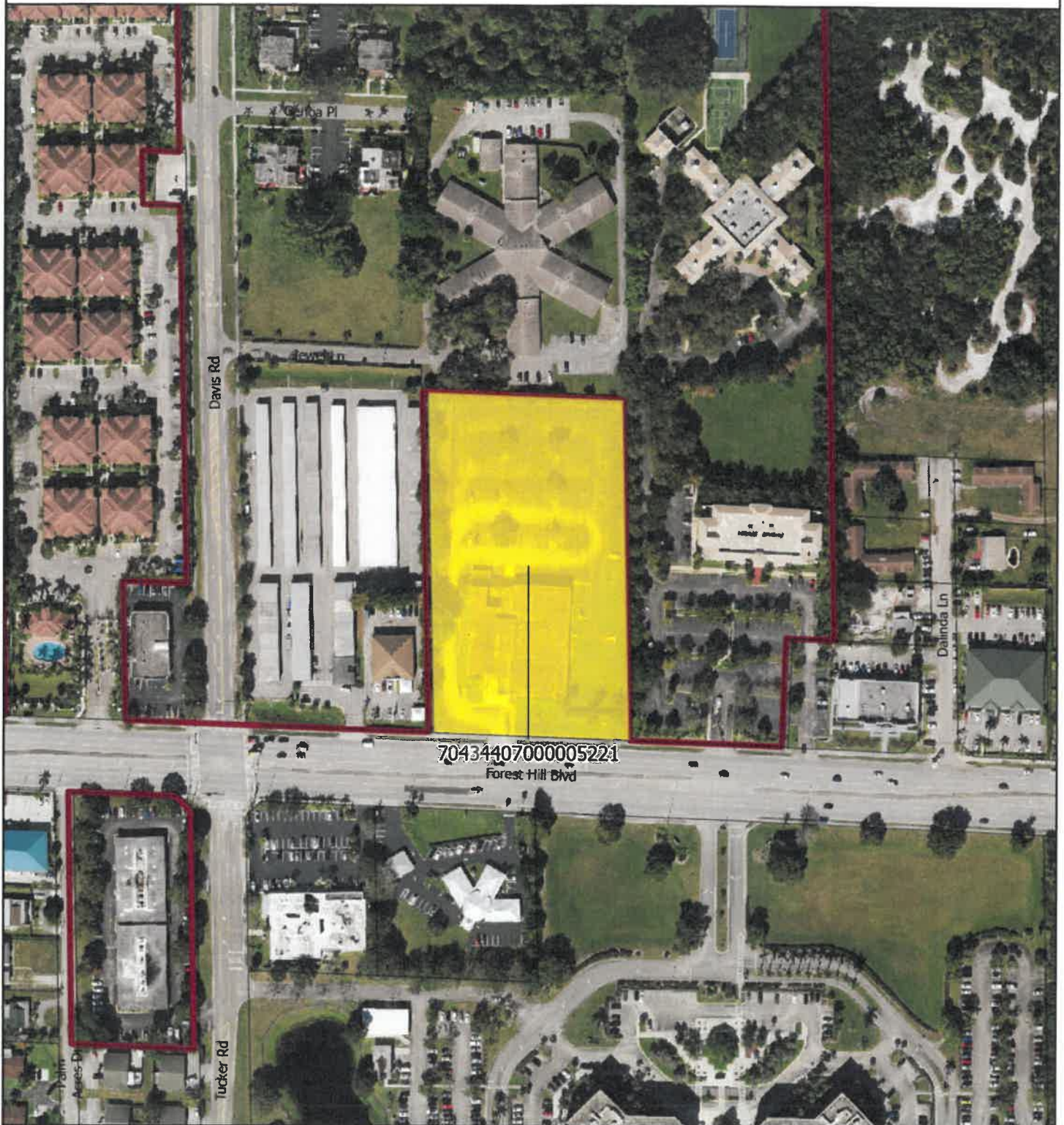
PERSPECTIVES

A2.09



VILLAGE OF PALM SPRINGS

3405 Forest Hill Blvd



Legend

-  Village Boundary
-  Parcels
-  Proposal Parcel

Date: 8/24/2023

When Printed on 8 1/2" x 11"

1 inch equals 250 feet

0 250
Feet

 Florida Technical Consultants



VILLAGE OF PALM SPRINGS

3405 Forest Hill Blvd



70434407000005221

Legend

-  Village Boundary
-  Parcels
-  Proposal Parcel

Date: 8/24/2023
When Printed on 8 1/2" x 11"
1 inch equals 250 feet

0 250
 Feet

 Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: September 27, 2023

DEPARTMENT: Finance

ITEM #11: Resolution No. 2023-49 Approve Budget Transfer - FY 2023 Budget Transfer from Parks and Recreation to Special Events

SUMMARY: Staff is requesting Village Council to consider a budget transfer from Parks and Recreation to Special Events to cover increased costs of enhanced Village events. The transfer of \$2,500 will reduce the Parks and Recreation budget from \$2,755,909 to \$2,753,409 and increase the Special Events budget from \$125,690 to \$128,190.

FISCAL IMPACT:

The budget transfer decreases the Parks and Recreation department budget by \$2,500 and increases the Special Events budget by \$2,500 and has no impact on the total General Fund budget.

ATTACHMENTS:

1. Proposed Resolution No. 2043-49 Budget (Transfer) Amendment
2. Proposed Budget Transfer - FY 2023 Parks and Rec - Special Events

RESOLUTION NO. 2023-49

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FROM PARKS AND RECREATION BUDGET TO THE SPECIAL EVENTS BUDGET FOR THE VILLAGE DURING THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2023 Annual Operating Budget, pursuant to Ordinance No. 2022-11 on September 22, 2022; and

WHEREAS, the Village finds it is necessary and essential to amend the FY 2022-2023 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2022-2023 Amended Annual Operating Budget set forth herein serves a valuable public purpose.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. The funds and available resources and revenues, more specifically described in "Exhibit A", attached hereto and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses as set forth in "Exhibit A" are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2022-2023.

Resolution No. 2023-49 – Budget Amendment (Parks and Rec to Special Events)

Section 3. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of September 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

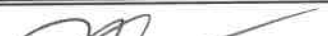
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Transfer Number

[illegible]

Prepared by: 	Date: 9/27/23	☒ Approved 	☐ Denied 	Village Manager	9/27/23	Date
Approved by: _____	Date: _____	Approved by Council (Date of Meeting) _____				
Finance Reviewed: _____	Date: _____	Processed by _____ Finance: _____ Date: _____				