



AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
NOVEMBER 9, 2023
6:30 PM

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Joni Brinkman ☐ Mayor Pro Tem Patti Waller
- ☐ Council Member Kim Schmitz ☐ 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
--------	--------	------

CONSENT AGENDA

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

1. **October 12, 2023 Village Council Regular Meeting Minutes:** Approval of

October 12, 2023 Village Council Regular Meeting Minutes
Staff: Kimberly Wynn, Village Clerk

2. **Equipment Purchase - Cooperative Purchase - Xylem - Utilities Department (FY 2024 Budget Funded):** Approve a Cooperative Agreement with the Sheriff's Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA23-EQU 21.0 – Equipment – October 1, 2023) to purchase two (2) portable Dri-Prime pumps for \$130,519.30 from Xylem. Funds to support this proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
3. **Equipment Purchase - Cooperative Purchase - Everglades Equipment Group - Utilities Department (FY 2024 Budget Funded):** Approve a Cooperative Agreement with Sourcewell Cooperative Purchasing Solutions that was completed through a competitive selection process (RFP #011723 – Heavy Construction Equipment with Related Attachments and Technology – April 5, 2023) to purchase a mini excavator with the thumb attachment from Everglades Equipment Group. Funds to support this proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
4. **Temporary Use Permit - Temporary Parking - Oxygen Development - 1451, 1481, and 1487 South Congress Avenue:** Motion to Approve a Temporary Use Permit with Philippe Cohen, owner of Oxygen Holdings LLC, to allow temporary parking until November 9, 2024 at 1451, 1481 and 1487 South Congress Avenue. The proposed request does not have a direct fiscal impact on the Village.
Staff: Iramis Cabrera, PZB Director
5. **Piggyback Agreement - Haverland AG Innovations for Sports Turf Maintenance Services - Parks and Recreation Department (FY 2024 Budget):** Approve a Piggyback Agreement with Haverland AG Innovations for an amount not to exceed \$138,880.56 for Sports Turf Maintenance Services at the Village Hall Athletic Complex. Funding is available within the Parks and Recreation and Other Contractual Services.
Staff: Juan Ruiz, Director of Parks and Recreation
6. **Professional Services Agreement - Engenuity Group Inc. - Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136 (Task Order No. 310):** Motion for the approval of an Agreement for Professional Services for \$36,000 with Engenuity Group Inc. and Alan Gerwig for Task Order No. 310 for Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136. The funds for this project are in the FY 2024 Budget GL Account #01441-56300.
Staff: Timothy Crespo, Assistant Public Works Director

7. **Approval of an Amended Temporary Construction Easement Agreement with Faith Presbyterian:** Motion for the approval of an amendment to the Temporary Construction Easement Agreement with Faith Presbyterian Church to include a section that allows for a 60 day notification for termination of use of the property located at 275 Alameda Drive related to the Police Building Expansion Project. There is no fiscal impact on the village.
Staff: Kimberly Glas-Castro, Assistant Village Manager

End of Consent Agenda....

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

PRESENTATIONS

8. **Recognizing World Aids Day Proclamation - December 1, 2023**
Staff: Kimberly Wynn, Village Clerk
9. **Update on the Parks and Recreation Masterplan:** Parks and Recreation will provide an update on the status of the Parks and Recreation Masterplan.
Staff: Juan Ruiz, Director of Parks and Recreation

REGULAR AGENDA

10. **Approval of Transportation Planning Agency - Alternate Member Appointment:** Motion to Appoint an Alternate Member to the Transportation Planning Agency Board.
Staff: Kimberly Wynn, Village Clerk

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

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

11. **Resolution No. 2023-51 - Final Plat - Oxygen Development II - 1525 South Congress Avenue:** Motion for the Approval of Resolution No. 2023-51, an application submitted by Marty R.A. Minor from Urban Design Studio for a final plat to re-plat the Oxygen Development II parcels into a unified plat, located generally west of South Congress Avenue, east of Davis Road, and north of Forest Hill Boulevard at 1525 South Congress Avenue. There is no direct fiscal impact on the Village.
Staff: Iramis Cabrera, PZB Director

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

12. **(First Reading) Ordinance No. 2023-11 - Village Code Amendment - Chapter 34 - Land Development - Article VI - "Land Use" - Division 6 "District Regulations" and Division 8 "Off-Street Parking and Loading":** Motion for approval of Ordinance No. 2023-11 amending Chapter 34, "Land Development", Article VI, "Land Use" to clarify that hotel/motels are permitted special exception uses in the Commercial General and Division 8 "Off-Street Parking", to set forth minimum parking requirements for hotel/motels.
Staff: Iramis Cabrera, PZB Director

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

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, DECEMBER 14, 2023 AT 6:30 P.M.
(FOLLOWING THE CRA AND LPA MEETING)**

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8421

III. Complaint Procedures:

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

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8422



**VILLAGE COUNCIL REGULAR MINUTES,
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA 33461
OCTOBER 12, 2023 AT 6:30 PM**

CALL TO ORDER

Vice-Mayor Brinkman called the Village Council Regular Meeting to order at 6:30 p.m.

ROLL CALL

Absent: Mayor Bev Smith

Also, present Village Attorney Glen Torcivia, Village Manager Michael Bornstein, Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Planning, Zoning and Building Director Iramis Cabrera, Library Services Director Jossie Maliska, Public Works Supervisor Michael Woods, and Assistant Utilities Director Paul Ward.

INVOCATION

Village Manager Michael Bornstein requested a moment of silence to reflect on the lost lives in the Hamas attacks in Israel.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager noted there were no changes to the Agenda.

Council Member Ready made a motion to approve the agenda as presented. Mayor Pro Tem Waller seconded the motion. The said motion carried 3-0.

CONSENT AGENDA

1. **September 14, 2023 Village Council Meeting Minutes (First Budget Hearing):**
Motion to approve the September 14, 2023, Village Council Regular Meeting minutes (First Budget Hearing).
Staff: Kimberly Wynn, Village Clerk
2. **Approve 2024 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs: Motion for the approval of the proposed 2024 Legislative Appropriations, Grants, Priorities & Issues Statement.**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Village Council is requested to consider the 2024 Legislative Appropriations, Grants, Priorities & Issues statement. If approved, the proposed

legislative information will be presented to the Village's State Senate, Bobby Powell, and our Representative, David Silvers, and the Palm Beach County Legislative Delegation for consideration.

This is the first year the Village retains a professional lobbyist, Ronald L. Book, to facilitate appropriation and grant requests and represent Village interests in Tallahassee.

If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support (i.e., appropriations and grants) from the State of Florida to address various infrastructure and recreational needs and improvements. Additionally, the proposed legislative recommendations would protect the Village's home-rule authority and enable the Village to operate more effectively and efficiently. It is retaining a professional lobbyist, Ronald L. Book, to facilitate appropriation and grant requests and represent Village interests in Tallahassee.

Fiscal Impact: If approved, the Village would present the proposed 2024 Legislative Appropriations, Grants, Priorities and Issues to the Village's State Senate and House of Representatives as well as the Palm Beach County Legislative Delegation. If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support from the state of Florida for various needs and improvements and to promote the protection of our Home Rule Authority.

3. **Resolution No. 2023-50 - Support for the Extension and Continuation of the Palm Beach County One-Cent Sales Surtax to Fund Local Infrastructure**

Projects: Motion to approve Resolution No. 2023-50 to support extending the continuation of the Palm Beach County One-Cent Sales Surtax to Fund Local Infrastructure Projects. The Village anticipates receipt of \$14.79 million through the current infrastructure surtax distribution by December 2026.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The proposed resolution expresses support for the idea of asking voters in Palm Beach County to extend the current one-cent sales surtax for infrastructure projects through and until December 31, 2036. As originally approved by voters in Palm Beach County, the imposition of this one-cent sales surtax will sunset automatically at the earlier occurrence of either the generation of \$2.7 billion in total revenue, or December 31, 2026. If approved, the resolution will be provided to the appropriate county officials, as well as the school district, and the Palm Beach County League of Cities.

Fiscal Impact: The Village anticipates receipt of \$14.79 million through the current infrastructure surtax distribution by December 2026. Extension or continuation of the surtax could bring comparable revenues by December 2036 for the Village

infrastructure projects.

4. **Amendment No. 2 - Approve Professional Services Agreement - Kimley-Horn and Associates, Inc.:** Motion for approval of Amendment No. 2 to the Professional Services Agreement with Kimley-Horn and Associates, to renew the terms of the contract and add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds. The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one-year renewals. If approved, the Professional Services Agreement will be extended until September 12, 2024. Staff: Jimmie Johnson, Director of Public Utilities

SUMMARY: Village Staff requests approval of Amendment No. 2 to the Professional Services Agreement with Kimley-Horn and Associates in order to renew the terms of the contract, and add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act ("ARPA") funds.

On March 15, 2018, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2018R-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On June 14, 2018, the Village selected three (3) firms to provide design and construction management services for water and wastewater:

- Eckler Engineering, Inc.
- Holtz Consulting Engineers, Inc.
- Kimley-Horn & Associates

On December 13, 2018, the Council approved Amendment No. 1 to the Professional Services Agreement to include standard indemnification language.

The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one- year renewals.

Staff proposes the first, one (1) year renewal. If approved, the Professional Services Agreement for Kimley-Horn & Associates will be extended until September 12, 2024.

The proposed Amendment No. 2 was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

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

5. **Amendment No. 4 - Approve Professional Services Agreement – CHA Consulting, Inc.:** Motion for approval of Amendment No. 4 to the Professional Services Agreement with CHA Consulting, Inc. (previously known as Eckler Engineering), to renew the terms of the contract and add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds. The initial five- year term expired in September 2023, and the agreement is eligible for three (3) one-year renewals. If approved, the Professional Services Agreement will be extended until September 12, 2024.

Staff: Jimmie Johnson, Director of Utilities

SUMMARY: Village Staff requests approval of Amendment No. 4 to the Agreement for Professional Services with CHA Consulting, Inc. in order to renew the terms of the contract.

On March 15, 2018, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2018R-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On June 14, 2018, the Village selected three (3) firms to provide design and construction management services for water and wastewater:

- Eckler Engineering, Inc.
- Holtz Consulting Engineers, Inc.
- Kimley-Horn & Associates

On December 13, 2018, the Council approved Amendment No. 1 to the Professional Services Agreement to include standard indemnification language. On November 10, 2022, Council approved Amendment No. 2 to the Professional Services Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds. On March 9, 2023, Amendment No. 3 of the Professional Services Agreement was proposed to make CHA Consulting, Inc. the successor in the interest of Eckler Engineering contracts.

The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one- year renewals.

Staff proposes the first, one (1) year renewal. If approved, the Professional Services Agreement for CHA Consulting, Inc. will be extended until September 12, 2024.

The proposed 4th Amendment was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance Director.

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

6. **Amendment No. 3 - Approve Professional Services Agreement – Holtz Consulting Engineers, Inc.** Motion for approval of Amendment No. 3 to the Professional Services Agreement with Holtz Consulting Engineers, to renew the terms of the contract to the Professional Services Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds. The initial five-year period expired in September 2023, and the agreement is eligible for three (3) one-year renewals. If approved, the Professional Services Agreement will be extended until September 12, 2024.

Staff: Jimmie Johnson, Director of Public Utilities

SUMMARY: Village Staff requests approval of Amendment No. 3 to the Agreement for Professional Services with Holtz Consulting Engineers in order to renew the terms of the contract.

On March 15, 2018, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2018R-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

On June 14, 2018, the Village selected three (3) firms to provide design and construction management services for water and wastewater:

- Eckler Engineering, Inc.
- Holtz Consulting Engineers, Inc.
- Kimley-Horn & Associates

On December 13, 2018, the Council approved Amendment No. 1 to the Professional Services Agreement to include standard indemnification language. On November 10, 2022, Council approved Amendment No. 2 to the Professional Services Agreement to add additional contract provisions required by the federal government for projects funded in whole or in part with American Rescue Plan Act (“ARPA”) funds.

The initial five-year term expired in September 2023, and the agreement is eligible for three (3) one- year renewals.

Staff proposes the first, one (1) year renewal. If approved, the Professional Services Agreement for Holtz Consulting Engineers will be extended until September 12, 2024.

The proposed Amendment No. 3 was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, and the Finance

Director.

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

7. **Approve Change Order No. 2 - Park Connector Pathway Phase 2A & 3A (Task Order No. 255)- Parks & Recreation Department (FY 2024 Budget Funded - General Fund, CDBG and Sales Tax) - Hurr Homes, LLC.:** Motion to approve Task Order No. 255 (Change Order No. 2) with Hurr Homes, LLC to extend the contract time an additional 25 days. A notice to proceed was issued on May 8, 2023, with a contract time of 120 days to substantial completion and 150 days to final completion.

Staff: Juan Ruiz, Parks and Recreation Director

SUMMARY: An extension of 25 days is being requested by the Parks & Recreation department under Change Order No. 2, which amends Task Order No. 255.

On March 28, 2023, the Village Council approved Task Order No. 255 with Hurr Homes, LLC for Pathway Park Connector Phase 2A and Phase 3A. A notice to proceed was issued on May 8, 2023, with a contract time of 120 days for substantial completion, and 150 days for final completion.

Prior to the start of construction, the Village made the decision for Phase 2A to replace the dilapidated safety bollards around Well #19. This was memorialized in Change Order No. 1 for Phase 2A. Additionally, the Village made the decision for Phase 3A to include a 430 linear foot section of pathway back into the project that was removed prior to going out to bid due to design conflicts. This was memorialized in Change Order No. 1 of Phase 3A.

Fiscal Impact: If approved, the total cost of the Park Connector Path Phase 2A & 3A project within Task Order No. 255 will remain at \$373,983.71 and the total contract time will be increased to 175 days.

Funding to Support the Park Connector Path Phase 2A & 3A project (Task Order No. 255) was provided by the General Fund, CDGB Fund and the Sales Tax Fund.

8. **Approve Change Order No. 3 - Florida Mango Utility Relocation (Edgewater Drive to Barbados Road) (Task Order No. 294) - Utilities Department (FY 2023 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.:** Motion for the approval of Change Order No. 3 (Task Order No. 294) - Florida Mango Utility Relocation to extend the project completion date an additional 45 calendar days (total current contract time from 180 days to 608 days). If approved, the contract end date will be extended.

Staff: Jimmie Johnson, Director of Public Utilities

SUMMARY: On January 13, 2022, the Village Council approved Task Order No. 294 with TCLM Enterprise, Inc. for construction services for the Florida Mango

Utility Relocation (Edgewater to Barbados) Project for the amount of \$889,355.35.

The work to relocate the existing utilities promptly started and most of the work up to the L-8 Canal was completed by early fall of last year. The Village's contractor, TCLM Enterprise, Inc., was placed on hold until the County contractor, Ranger Construction, was able to complete the demolition and construction of the new bridge, which was held up by FPL, who had to relocate overhead powerlines in order for the bridge work to be performed. Once that was complete and safe access to the bridge construction zone was provided, TCLM was able to complete the final utility connections across the bridge and finish their contracted work.

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

The Village's contracted engineer, Wantman Group, Inc., and the Utility department are requesting an amendment to the contract for Task Order No. 294 (Change Order No. 3) for **no change** in the contract price and to extend the project completion date by an additional 45 calendar days (total contract time from 180 days to 608 days).

Fiscal Impact: If approved, the total cost of the Florida Mango Utility Relocation (Edgewater Drive to Barbados Road) Project within Task Order No. 294 will remain at \$671,547.21 and the total contract time will be increased to 608 days.

9. **Work Authorization CM-S03 Professional Engineering Services - Greenbrier Drive Gateway Improvements (Task Order No. 315) - Public Works Department (FY 23/24 Budget Funded) - Chen Moore and Associates.** Motion for approval of (Task Order No. 315) Work Authorization CM-S03 with Chen Moore & Associates in an amount not to exceed \$62,129 for Phase 2 design services at Greenbrier Drive Gateway Entrance Project. Funding to support the Work Authorization is available within the FY 2024 - General Fund.

Staff: Timothy Crespo, Assistant Public Works Director

SUMMARY: The Public Works Department is requesting approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for the Greenbrier Drive Gateway Entrance Project Phase 2 (Task Order No. 315). If approved, this proposed project/improvements would be the initial project within the Village to provide an enhanced look at the entrance of the historic Village while also providing an opportunity to continue the Village's branding efforts. Phase 1 was completed in September 2023.

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to design the Greenbrier Drive Gateway Entrance project to be completed by Chen-Moore, the Village's

contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

The proposed design work will take approximately ten (10) months from the date the Work Authorization is authorized to Chen-Moore. This Fiscal Year, construction is projected to begin.

Staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 315) with Chen-Moore in the Not-to-Exceed amount of \$62,129 for professional engineering services related to the Greenbrier Drive Gateway Improvements in FY24.

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

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 2024 Budget. Public Work- Improvement Other Than Buildings (01441-56300).

10. **Reappointment to Palm Springs Community Redevelopment Agency (CRA) Board - Fabiana DesRosiers:** Motion for the reappointment of Fabiana DesRosiers to the Community Redevelopment Agency (CRA) Board to serve a four (4) year term that expires November 21, 2027.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Community Redevelopment Agency (CRA) Board member Dr. Fabiana DesRosiers' term will expire on November 21, 2023. She wants to be reappointed to the Palm Springs Community Redevelopment Agency (CRA) Board.

Village Code of Ordinances Section 35-4(c) states that any person may be appointed as a Board Member if they reside or are engaged in business. Owning a business means practicing a profession or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged within the boundaries of the district and Community Redevelopment Area.

Dr. DesRosier is the CEO of the Hispanic Human Resources Council, Inc., located within the Congress Avenue District. She is eligible to serve as a member of the Palm Springs CRA. If approved, Dr. DesRosiers would serve a four (4) year term expiring on November 21, 2027.

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

11. **Greenbrier Drive and Davis Road Improvements (Task Order No. 314) - Work Authorization CM-S03 Professional Engineering Services- Public Works Department (FY 24 Budget Funded) - Chen Moore & Associates, Inc.:** Motion

for approval of Work Authorization CM S03 (Task Order No. 314) with Chen Moore & Associates, for \$59,839 for Phase 2 design Greenbrier Drive and Davis Road Intersection Improvements. Funding to support the Work Authorization for the Greenbrier Drive and Davis Road Improvements project is available within the FY24 - General Fund Budget.

Staff: Timothy Crespo, Assistant Public Works Director

SUMMARY: The Public Works Department requests approval of Work Authorization CM-S03 with Chen Moore & Associates (Chen-Moore) for professional engineering services (i.e., design and bidding services) for Greenbrier Drive and Davis Road Intersection Improvement Project Phase 2 (Task Order No. 314). Greenbrier Drive and Davis Road Intersection have been identified for improvements that will enhance traffic and pedestrian safety as well as improve the aesthetic features and characteristics of the Village. The proposed improvements would be the initial project within the Village to provide additional vehicular and pedestrian safety opportunities within our residential community while also providing an opportunity to continue the Village's branding efforts. Phase 1 was completed in September 2023.

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

The suggested design work is estimated to take about ten (10) months from the date the Work Authorization is authorized to Chen-Moore & Associates. Construction is expected to begin this Fiscal Year.

The staff recommends approval of the proposed Work Authorization CM-S03 (Task Order No. 314) with Chen-Moore & Associates for an amount not to exceed \$59,839 for professional engineering services related to the Greenbrier Drive and Davis Road Intersection Improvements for FY 2024.

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

Fiscal Impact: Funding to support the proposed work authorization is available within the FY 24 Budget Public Works - Improvements Other Than Buildings (01441-56300).

12. **Pump Purchase - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Motion to approve a purchase agreement for four (4) Wilo pumps from PSI Technologies, Inc. The

contract term is three (3) years, expiring June 9, 2025, with an option to renew for two additional one (1) year terms. Funding is available for the proposed purchase from the Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department must replace two (2) aging backwash pumps and two (2) aging high-service pumps at the Main Water Treatment Plant. Failures and electrical inefficiencies were noticed with the pumps that needed to be replaced. It is anticipated that the Village will reduce operating costs through reduced electricity, maintenance costs, staff hours, etc. by upgrading the pumps to newer, more reliable, and efficient pumps.

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

The Village agreed to the three (3) vendors' terms, conditions, and pricing. The term of each contract is set to expire on June 9, 2025, with a renewal option to extend two (2) additional one (1) year terms.

The approved FY 2024 Budget - Water & Sewer Fund included \$140,000.00 for the purchase of replacement backwash pumps and \$200,000.00 for the purchase of high-service pumps.

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

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

Fiscal Impact: Funds to support the proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

13. **Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Allied Universal Corporation:** Approve a piggyback agreement with Allied Universal Corporation for a Sodium Hypochlorite Contract - Piggyback
- Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise

Fund) - Allied Universal Corporation.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department, throughout the year, purchased Sodium Hypochlorite, which is a critical chemical component in the water treatment process and works in conjunction with ammonia to create chloramine used as a disinfectant. The Village utilizes chloramine as a long- lasting disinfectant that aids in ensuring that we maintain compliance with Health Department standards and provide high-quality water for our customers. The Village currently uses Allied Universal Corporation to assist with this type of chemical, and the previously piggybacked contract (from Charlotte County) expired on September 30, 2023.

To ensure the lowest possible price, staff recommended the Village piggyback Charlotte County's current contract and awarded Allied Universal Corporation. This selection by Charlotte County was completed through a competitive selection process - Water and Wastewater Chemicals (ITB #2023000617 - August 16, 2023).

If approved, the Village would accept Allied Universal Corporation's pricing by piggybacking Charlotte County's contract, including all terms, conditions, and pricing therein. The term of the proposed Agreement would expire on September 30, 2024, and may be renewed for two (2) additional one (1) year periods. The Village will not expend more than the amount in the approved budget as it may be adopted/amended yearly for these goods and services over the contract term.

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

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

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 2024 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.

- Authorize Emergency Repair - Springdale Lift Station - Utilities Department (FY 2024 Budget Water & Sewer Enterprise Fund): Motion to authorize

payment to Hinterland Group in the amount of \$36,182.66 for the emergency repair of Springdale Lift Station.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department needs to perform emergency repair services on piping within the Springdale Lift Station. In September 2023, the Utilities staff noticed cracked piping during the installation of new submersible pumps. After a thorough investigation of the station, the 6-inch discharge piping had multiple cracks that were preventing the station from running efficiently.

To mitigate the risk to public safety and prevent any further issues from developing at the Springdale Lift Station, immediate repair to all of the discharge piping is needed. Due to the depth of the wet well and the special equipment needed to enter the wet well, Village staff were unable to repair it without the use of a contractor. The Utilities Department will be utilizing Hinterland Group, Inc. to complete the needed repairs at a cost of \$36,182.66. The repair will be made using the existing and approved piggyback contract from Indian River County authorized during the August 2023 Village Council meeting. This emergency repair cost includes all required labor, materials, and temporary bypass to complete the repair.

This repair was not included in the approved FY 2024 Budget approved by the Village Council. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the \$36,182.66 at a later date.

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

The proposed quote was prepared by Hinterland Group, Inc. and reviewed by the Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendor for emergency repairs and has received excellent service.

Fiscal Impact: Funds to support this proposed equipment purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

End of Consent Agenda....

Vice-Mayor Brinkman offered the public an opportunity to speak on Consent agenda items. There were no comments from the public.

Mayor Pro Tem Waller made a motion to approve the Consent Agenda. Council

Member Ready seconded the motion. The said motion carried 3-0.

PRESENTATIONS

- **Palm Beach Transportation Planning Agency (TPA) - Vision 2050 Long Range Transportation Plan:** Presentation by Mr. Brian Ruscher, Deputy Director of Multimodal for Palm Beach TPA 2050 Long Range Transportation Plan.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Mr. Brian Ruscher, Deputy Director of Multimodal for the Palm Beach TPA, will make a brief presentation on the community engagement planned for the 2050 Long Range Transportation Plan.

Mr. Brian Rusher did a presentation for the Council about the Vision 2050 Long Range Transportation Plan. He talked about the staffing levels for the advisory and governing boards. Vice-Mayor Brinkman is on the governing board. The Transportation Planning Agency (TPA) has sixteen staff members. He discussed the visioning session that is planned by the TPA to accommodate an expanding population.

The population is projected to increase exponentially before 2050. TPA wants to develop safe and viable transportation in Palm Beach County. The agency reviews the most dangerous roadways and investigates ways of improvement for a region that is growing substantially. Mr. Rusher went over the timeline for the different phases of the project. He announced that the TPA is having a workshop that is open to the public for input on Tuesday, October 17, 2023, at 4 p.m., to discuss roadways and the planning visions of anything regarding the roadway if it does not belong to the Village. Attempting to build. He discussed some of the options and a series of workshops. There is one on Tuesday October 17th from 4 p.m. - 6 p.m. The workshop is open, you do not have to attend the entire time. You can come at any time.

Council Member Ready wanted to know about any projects that were coming that may impact on the Village. Mr. Rusher discussed the Lake Worth Road project.

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

14. **Proclamation Recognizing Florida City Government Week - October 16 - 22, 2023**

Staff: Kimberly Wynn, Village Clerk

Vice-Mayor Brinkman read the Florida City Government Week proclamation onto the record and presented it to Ms. Maliska. Ms. Maliska gave comments. She discussed the plan to have the students do a tour of Village Hall for the second year. The students were impressed with the Police and Utility Department.

PUBLIC COMMENT

Vice- Mayor Brinkman opened the meeting to public comments.

1. **Alberto Jordat 217 Talia Circle** - Mr. Jordat welcomed the new Parks and Recreation Director, Juan Ruiz. He discussed going to the Parks and Recreation Advisory board meeting the previous night. Mr. Jordat congratulated Mrs. Kim Schmitz on her appointment as Council Member for District #1. He also appreciated the Resident Leadership Academy (RLA). Mr. Jordat talked about representation on the Council of the Spanish community. He discussed that more advertisements targeted towards the Spanish community were needed.

REGULAR AGENDA

17. **Appointment of Council Member to District #1:** Motion to consider the appointment of Mrs. Kimberly Schmitz as Council Member for District #1 to serve an unexpired term ending March 2025. Mrs. Schmitz will be sworn in following the Village Council Regular Meeting if approved.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Due to the resignation of Council Member Douglas Gunther on August 17, 2023, a vacancy exists for the District #1 Council seat. The Village Charter in Section 3.07 provides that a vacancy shall be filled by a majority vote of the Council until the next election.

Section 3.07(d) Filling of vacancies. A vacancy on the council shall be filled by a majority vote of the remaining members of the council for the period of time until the next election, when a council member shall be elected for the remainder of the term vacated. If there are more than six months remaining in the unexpired term and a majority of the remaining council members cannot reach a decision within 60 days after a vacancy occurs, then the vacancy shall be filled at a special election.

Mrs. Kimberly Schmitz submitted a letter of interest on September 5, 2023, requesting to be considered for appointment to the District #1 Council seat to serve until the next Municipal Election in March 2025. In March 2025, the District #1 Council Seat will be up for election.

The Village Manager, Mr. Bornstein, introduced this item. He read a letter from Mayor Smith into the record that expressed her support of Mrs. Schmitz appointment. Mayor Pro Tem Waller and Council Member Ready supported the appointment of Mrs. Schmitz. Vice-Mayor Brinkman discussed Mrs. Schmitz's strong ties to the community.

Mayor Pro Tem Waller made a motion to approve the appointment of Kim Schmitz as Council Member (District #1). Council Member Ready seconded the motion.

The said motion carried 3-0.

18. **Swearing In Ceremony for Mrs. Kimberly Schmitz:** If approved by the Village Council, Mrs. Kimberly Schmitz will be sworn-in to serve as Council Member for District #1 until March 2025.

Staff: Kimberly Wynn, Village Clerk

The Village Clerk, Ms. Wynn, swore in the newly appointed Council Member, Kim Schmitz.

PUBLIC HEARINGS

None

ACTIONS AND REPORTS

None

VILLAGE MANAGER COMMENTS

Village Manager Bornstein congratulated Council Member Schmitz and expressed his excitement for the staff. He thanked the Village Clerk for her work with the RLA. He announced a series of workshops and meetings.

VILLAGE COUNCIL COMMENTS

The Council collectively welcomed Council member Schmitz. They told her about the many resources available that could benefit her as an elected official.

ADJOURNMENT

Hearing no further business, Vice-Mayor Brinkman adjourned the meeting at 7:10 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **October 12, 2023**. Which minutes were formally approved and adopted by the Village Council on **November 9, 2023**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, NOVEMBER 9, 2023 AT 6:30 P.M.**



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Utilities

ITEM #2: Equipment Purchase - Cooperative Purchase - Utilities Department (FY 2024 Budget Funded):

SUMMARY: The Utilities Staff needs to purchase portable dri-prime lift station pumps to support the daily operational utility services and activities that provide for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sheriff's Association & Florida Association of Counties contract awarded to various vendors (including Xylem Dewatering Solutions, Inc.). During October 2023, the Sheriff's Association & Florida Association of Counties completed a competitive selection process for Equipment (Bid No. FSA23-EQU21.0). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 Budget, the Village Council approved the purchase of two (2) portable Dri-Prime pumps for \$115,000.00. However, the Utilities Department obtained a bid for \$130,519.30 from the County Sheriffs' Association and Florida Association of Counties. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional \$15,519.30 later.

If approved, the Village would accept Xylem's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2025.

Under Section 58-8 of the Purchasing Code, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from this purchasing code's competitive selection purchase requirements. Village purchases that exceed \$35,000.00 from cooperative purchasing agreements require Council approval.

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the equipment purchase proposal. The vendor had previously provided quality products and services to the Village.

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Xylem Dewatering Solutions, Inc. - Proposed Quote

October 8, 2023

Lazaro Farrey
Village of Palm Springs
226 Cypress Lane
Lake Worth, FL 33461-1604

Phone: 561-324-8855
Fax: 561-965-6508

RE: CD150S-CS
Sale Quotation 145009566

Dear Lazaro:

Thank you for your interest in Xylem Dewatering Solutions, Inc and our Godwin Pumps line of Dri-Prime pumps.

As requested, please see the attached sale pricing for (2) CD150S Critically Silenced Diesel Pumps with trailers and requested options.

The Critically Silenced unit is engineered from start to finish for quiet operation. The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

The pricing is based on the Florida Sheriff's Contract #FSA23-EQU21.0, Item #313. There are no delivery / freight charges when utilizing the FSA Contract.

Should you require further information or have any questions, please do not hesitate to contact me.

Sincerely,

Jacob Slattery
Outside Sales Representative

JS / gy

SALE QUOTATION

ITEM	QTY	DESCRIPTION
Contract Items:		
A	2	Dri-Prime CD150S Critically • Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine with FST • Global Series 6 Skid-mounted, • Spill Containment, 110% Fuel Containment • Pump Options • 6" FCG x 150#FL Mounting Kit • Mounted on Suction • 6" MCG x 150#FL Mounting Kit • Mounted on Discharge
B	2	Xylem Global Series 6 Trailer Kit • with Bolt on Tongue, Fenders, • Axle with Electric Brakes, • and Wiring Harness • Fits Global Canopies
C	2	PrimeGuard Float Set • w/ 65' Mechanical Floats

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.

SALE QUOTATION

ITEM	QTY	DESCRIPTION
------	-----	-------------

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

A signed copy of this Quotation is acceptable as a binding contract.

Signature:

Company/Utility:

Address:

Name:

(PLEASE PRINT)

Reference #:

Date:

Phone:

Email:

Fax:

NET LUMP SUM SALE TOTAL

\$ 130,519.30

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: Village of Palm Springs

Attention: Lazaro Farrey

Date: 10/08/2023 Quote #145009566

CONTRACT DETAILS

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION
BID #: FSA23-EQU21.0
Item #:313, 6 INCH MOBILE PUMP PACKAGE
EFFECTIVE: OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025

CONTRACT PRICING

BASE	BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer	2	50,119.00	100,238.00
ADD	Upgrade to CD150S-CS 6" FT4 Isuzu / Trailer	2	14,014.64	28,029.28
CONTRACT PRICING TOTAL				128,267.28

SPECIFIED OPTIONS

		QTY	UNIT PRICE	
CAPGMA005	PrimeGuard Float Set	2	489.21	978.42
SUB TOTAL				978.42
SPECIFIED OPTIONS TOTAL				978.42

NON-SPECIFIED OPTIONS

		QTY	UNIT PRICE	
	6" MCG x 150#FL Mounting Kit - For Discharge	2	346.00	692.00
	6" FCG x 150#FL Mounting Kit - For Suction	2	450.00	900.00
SUB TOTAL				1,592.00
20%	Contract Discount		LESS	318.40
NON-SPECIFIED OPTIONS TOTAL				1,273.60

TOTAL (2) NC150S-CS

130,519.30

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Utilities

ITEM #3: Equipment Purchase - Cooperative Purchase - Utilities Department (FY 2024 Budget Funded)

SUMMARY: The Utilities Staff needs to purchase a mini excavator with a thumb attachment to support the daily operational utility services and activities provided for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sourcwell contract awarded to various vendors (including John Deere Shared Services LLC and its local dealers). During April 2023, Sourcwell completed a competitive selection process for Heavy Construction Equipment with Related Attachments and Technology (RFP #011723). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 Budget, the Village Council approved the purchase of one (1) mini excavator with the thumb attachment for \$70,000.00. The Utilities Department obtained a bid for \$56,577.92 utilizing the Sourcwell contract. It will be necessary to purchase an additional trailer to tow the mini excavator to job sites later.

If approved, the Village would accept Everglades Equipment Group's (our local John Deere dealer) pricing by utilizing the Sourcwell cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on April 14, 2027.

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

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

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

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Everglades Equipment Group - Proposed Quote

Quote Id: 28270536

Prepared For:
VILLAGE OF PALM SPRINGS



Prepared By: **Rick Puig**

Everglades Equipment Group
13295 Southern Blvd
Loxahatchee, FL 33470

Tel: 561-784-4000
Fax: 561-753-2919
Email: rpuig@efe1963.com

Quote Id: 28270536

22 February 2023

VILLAGE OF PALM SPRINGS
226 CYPRESS LN
LAKE WORTH, FL 33461

Per Sourcewell Contract # **011723-JDC** terms and conditions

Rick Puig
561-784-4000
Everglades Equipment Group

Quote Summary

Prepared For:

VILLAGE OF PALM SPRINGS
 226 CYPRESS LN
 LAKE WORTH, FL 33461
 Business: 561-304-4610

Prepared By:

Rick Puig
 Everglades Equipment Group
 13295 Southern Blvd
 Loxahatchee, FL 33470
 Phone: 561-784-4000
 rpuig@efe1963.com

Quote Id: 28270536
Created On: 22 February 2023
Last Modified On: 05 October 2023
Expiration Date: 04 November 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 35 P-Tier Compact Excavator	\$ 77,504.00	\$ 56,577.92 X	1 =	\$ 56,577.92
Equipment Total				\$ 56,577.92

Quote Summary

Equipment Total	\$ 56,577.92
SubTotal	\$ 56,577.92
Est. Service Agreement Tax	\$ 0.00
Total	\$ 56,577.92
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 56,577.92

Salesperson : X _____

Accepted By : X _____

Quote Id: 28270536

Customer: VILLAGE OF PALM SPRINGS

JOHN DEERE 35 P-Tier Compact Excavator

Hours:
Suggested List
Stock Number:

\$ 77,504.00

Selling Price

\$ 56,577.92

Code	Description	Qty	Unit	Extended
0150FF	35 P-Tier Compact Excavator	1	\$ 67,232.00	\$ 67,232.00
Standard Options - Per Unit				
0202	Destination Code - United States	1	\$ 0.00	\$ 0.00
0259	English Customer Delivery Packet	1	\$ 0.00	\$ 0.00
0402	Configuration 2 - Cab, Rubber, Susp, Std Arm	1	\$ 4,479.00	\$ 4,479.00
Standard Options Total				\$ 4,479.00
Dealer Attachments				
BYT10970	34 in. (863 mm) Ditch Cleaning Bucket; 5.9 c. ft. (0.17 c. m.) (No Teeth)	1	\$ 1,613.00	\$ 1,613.00
BYT11548	Hydraulic Gray Thumb	1	\$ 2,580.00	\$ 2,580.00
Dealer Attachments Total				\$ 4,193.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,350.00	\$ 1,350.00
	Setup	1	\$ 250.00	\$ 250.00
Other Charges Total				\$ 1,600.00
Suggested Price				\$ 77,504.00
Customer Discounts				
Customer Discounts Total			-27.0% Off List Price	\$ -20,926.08
Total Selling Price				\$ 56,577.92



Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : October 5, 2023

Machine/Use Information

Plan Description

Price

Manufacturer	JOHN DEERE	Plan Type:	Deductible:
Equipment Type	35 P TIER EXCAVATOR GEN A	Coverage:	Quoted Price \$ 0.00
Model	35 P TIER EXCAVATOR GEN A	Total Months:	
		Total Hours:	

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

☐ I ACCEPT the Residential plan

☒ I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #4: Temporary Use Permit - Temporary Parking - Oxygen Development - 1487 South Congress Avenue

SUMMARY: Philippe Cohen, owner of Oxygen Holdings LLC, is requesting a temporary use permit to allow employee parking on the adjacent 2.05 acre vacant grass lots to the north of the manufacturing facility, located at 1525 South Congress Avenue. The proposed off-site parking area will provide overflow employee year-round parking on a daily basis while the development of the new warehouse building is being constructed.

The proposed Temporary Use Permit would be for a one (1) year period and would permit up to forty-seven (47) cars to park within the temporary overflow parking area, which is owned by the applicant and designated with Commercial Land Use and Commercial General (CG) Zoning designation.

Access to the overflow parking area will be provided through a driveway on the Oxygen property from South Congress Avenue. A parking issue has developed as a result of the project for the Oxygen Development Expansion that is under construction.

As a result, staff recommends approval of the proposed one (1) year Temporary Use Permit.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Temporary Use Permit Agreement Oxygen
2. Proposed Site Plan
3. Applicant Narrative
4. Aerial Map - Vacant lot

TEMPORARY USE PERMIT AGREEMENT

This Temporary Use Permit Agreement (“License”) is made effective this ____ day of _____ 2023, by and between the **VILLAGE OF PALM SPRINGS, FLORIDA**, a municipal corporation (“Village”) with its principal address at 226 Cypress Lane, Palm Springs, FL 33461, and **OXYGEN HOLDINGS LLC**, a Florida limited liability company (“Licensee”) with its principal address at 1525 South Congress Avenue, Palm Springs, Florida 33406.

RECITALS

WHEREAS, Licensee owns three vacant parcels of land located at 1451, 1481, and 1487 South Congress Avenue (“Property”) described in **Exhibit “A”** attached hereto and incorporated herein; and

WHEREAS, Licensee owns adjacent property located at 1525 South Congress Avenue, which is currently improved and utilized for a cosmetics manufacturing facility (“Facility”); and

WHEREAS, the Property and Facility are both located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for temporary, overflow parking to serve the employees of the Facility; and

WHEREAS, the temporary principal use of the Property for parking is not a permitted or special exception use in the CG district in which the Property is located; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain principal uses, not to exceed two (2) years from the approval date; and

WHEREAS, Village Code Section 34-895(e)(3) requires the Village Council be the approval authority after due public notice for any proposed temporary use that exceeds sixty (60) days; and

WHEREAS, the Village Council has determined that granting a temporary use permit to the Licensee under the terms and conditions of Village Code Section 34-895 and this License serves a valid public purpose and is in the best interest of the Village.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledge, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. TEMPORARY PERMITTED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-895, the Village by and through the authority of its Village Council hereby grants Licensee a temporary, revocable permit which authorizes Licensee to utilize the Property for the sole use as described herein. No other interest or right to use the Property is granted to Licensee under this License. The temporary use permit is revocable as provided in Village Code Section 34-895.

3. TERM AND EFFECTIVE DATE

3.1 The term of this Temporary Use Permit under this License is limited to twelve (12) months. The term shall commence upon Licensee obtaining all required approvals (see paragraph 4.1.2 below),

however in no event shall the term start earlier than **November 9, 2023** and in no event shall terminate later than **November 9, 2024**. At the conclusion of the twelve-month term, the temporary permitted use of the Property shall expire and the Licensee shall terminate such use. Failure to terminate the temporary use shall be grounds for default and subject the Licensee to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this License including attorney's fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney's fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement.

1. The Property shall serve as temporary parking for employees of the Facility only.
2. The temporary parking area shall only be utilized during the time period stated above while the Facility at 1525 S. Congress Avenue is being improved with a new building and additional parking.
3. The Property may be utilized in its "as-is" condition for temporary parking; however, if any improvements are to be made to the Property, the Licensee shall obtain any and all necessary permits for such improvements.
4. At the time of the expiration of this License, the temporary use shall cease and disturbed area shall be sodded prior to obtain the Certificate of Occupancy for the new building.
5. The Licensee may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the Property, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the Licensee's sole expense.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents, and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the temporary use permitted under this License and pertaining to or arising out of the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including all trial and appellate attorney's fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute section 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's sole option, to participate and associate with the Licensee in the Village's defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. If the Village is not aware of a claim, the Licensee's obligation shall trigger upon the Licensee becoming aware of the claim or at such time as the Licensee should have been aware of the claim. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend, indemnify, and hold harmless within 7 days after such notice is given by the Village or Licensee's knowledge (or reasonable knowledge) of a claim. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to indemnify, defend and hold harmless the Village.

6. **INTEGRATION**

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village and Licensee and as to the temporary use of the Property (as described herein) and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of a Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. **GOVERNING LAW**

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be exclusively in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

8. **ASSIGNMENT**

8.1 This License is personal to Licensee and may not be sold, assigned or transferred by Licensee or any other person or entity.

9. **NOTICES**

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail (return receipt requested) or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If sent to the Village: Village of Palm Springs, Florida
 Attention: Village Manager
 226 Cypress Lane
 Palm Springs, FL 33461

With mandatory copy to: Village Attorney
 701 Northpoint Parkway, Suite 209
 West Palm Beach, FL 33407

If sent to the Licensee: Oxygen Holdings, LLC
 1525 S. Congress Avenue
 Palm Springs, FL 33406

10. **APPLICABLE LAWS**

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, with respect to the condition of the Property and at the Licensee's sole cost

and expense, comply with (a) all laws relating solely to Licensee's specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

11.1 The provisions of this Agreement relating to indemnification shall survive and termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

12. CAPTIONS

12.1 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement.

13. ATTORNEY'S FEES

13.1 It is the understanding of the parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

14.1 In the event that the Licensee is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days' notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this Agreement, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this Agreement by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the temporary permitted use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this Agreement is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this Temporary Use Permit Agreement in the event of a default.

14.2 The parties hereto agree that the Village's right to terminate this Agreement as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this Agreement shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements. Termination shall also be subject to Section 34-895(g) of the Village Code.

14.3 The parties hereto agree that the Village and the public will be irreparably damaged if the terms and conditions of this Agreement are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Agreement, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

17. PREPARATION

17.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Temporary Use Permit Agreement to be executed on the day and year first above written.

ATTEST:

THE VILLAGE OF PALM SPRINGS

BY: _____
Kimberly M. Wynn, Village Clerk

BY: _____
Beverly Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Glen J. Torcivia, Village Attorney

LICENSEE: OXYGEN HOLDINGS LLC.



OXYGEN
DEVELOPMENT

[Corporate Seal]

By: _____
Philippe Cohen, Manager

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 19th day of October 2023, by Philippe Cohen, as the Manager of Oxygen Holdings LLC, a Florida limited liability company, who is personally known to me or who has produced personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Licensee to the same.

[Notary Seal]

Notary Public Signature

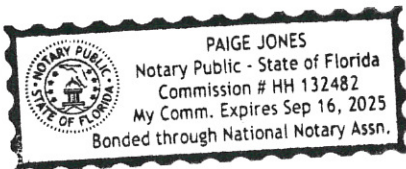


EXHIBIT "A"

Legal Description of the Property

PCNs: 70434407030030010, 70434407030030020, 70434407030030030

**LAGUNA PARK NO 2 LT 1 /LESS SR 807 R/W / BLK 3
together with
LAGUNA PARK NO 2 LT 2 /LESS E 10 FT RD R/W/ BLK 3
together with
LAGUNA PARK NO 2 LT 3 /LESS E 10 FT RD R/W/ BLK 3**

A site location map showing the intersection of South Congress Avenue and L-7 Canal. A shaded rectangular area labeled "SITE" is located at the intersection. Forest Hill Boulevard is shown at the bottom of the map.



**Urban Planning & Design
Landscape Architecture
Communication Graphics**

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udkstudios.com
#LCC000035

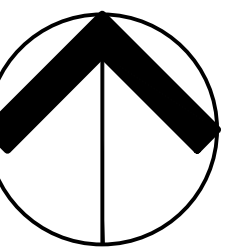
Copyright:
All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of the designer, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of the designer.

SITE PLAN _____ SP: 1

EXISTING FUTURE LAND USE	COMMERCIAL
PROPOSED FUTURE LAND USE	COMMERCIAL
EXISTING ZONING DISTRICT	CG
PROPOSED ZONING DISTRICT	CG
OVERLAY	URA/TCEA
SECTION/TOWNSHIP/RANGE	07/44/43
PCN	70-43-44-07-03-003-0010
	70-43-44-07-03-003-0020
	70-43-44-07-03-003-0030
TOTAL GROSS SITE AREA	2.07 AC (90,094 SF)
BUILDING COVERAGE	0%
PROPOSED PARKING	47 SPACES
IMPERVIOUS AREA	0.33 AC (14,620.32 SF) 16%
PERVIOUS/OPEN SPACE	1.74 AC (75,473.68 SF) 84%

- BASE INFORMATION OBTAINED FROM A SURVEY PREPARED BY ENGENUITY GROUP INC. DATED 12.23.21.

Oxygen Development Temporary Grass Parking Lot Site Plan



NORTH

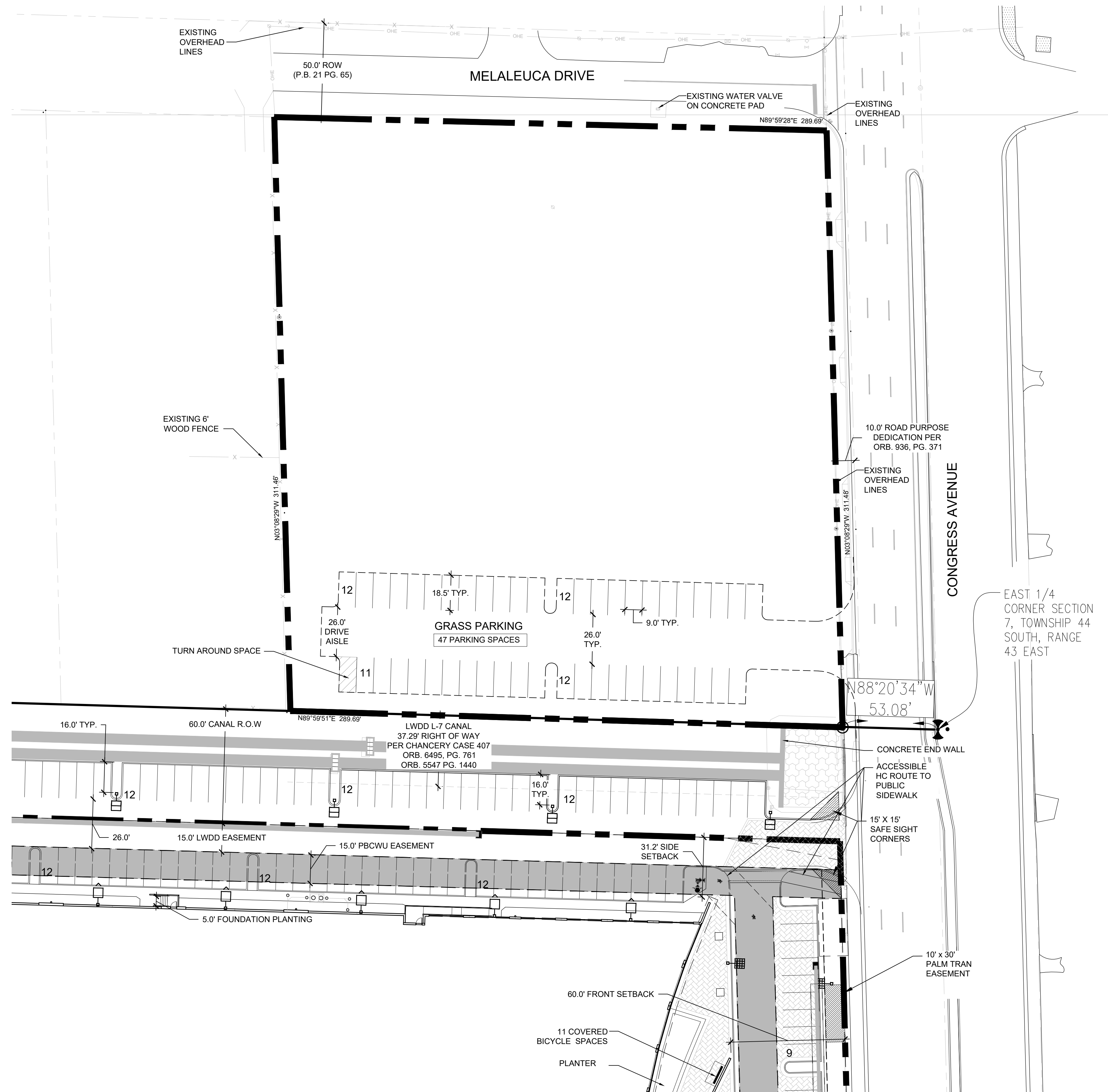


Scale: 1" = 30'-0"

Date:	Oct. 2023
Project No.:	07-066.001
Designed By:	JEB
Drawn By:	JEB
Checked By:	WJT

2023-10-30

SP-1
of 1





TEMPORARY USE PERMIT REQUEST FOR PARKING AT OXYGEN DEVELOPMENT

October 11, 2023

Request

Please accept this request for a Temporary Use Permit for temporary parking on 2.06 acres directly adjacent (North) to the Oxygen Development site located at 1525 S. Congress Avenue. The requested temporary parking will be located on the southern lot (Lot 3 of Laguna Park Plat 2) along South Congress Avenue.

The request for temporary parking will serve help serve as temporary parking to Oxygen Development several times a week during construction of warehouse under project name Oxygen Development Expansion. The 2.07 acres is currently vacant and spacious enough to accommodate about 44 vehicles. The owner is requesting for parking spaces to be located on the southern portion of the subject here lots to be closer to the existing Oxygen Development building. The need for this additional temporary parking is expected to diminish with time. It is anticipated that construction should be close to completion within twelve (12) months. At the very least, parking spaces around the new expansion should be completed.

Land Use and Zoning

The subject parking location is current vacant and owned by the applicant. The site has a Commercial future land use and Commercial General zoning designation. The site is located within the Community Redevelopment Agency's (CRA) Congress Avenue district. Properties to the north, east and south of the subject site also share these same designations within the Village. The property to the west of the subject site is located within unincorporated Palm Beach County and has a future land use designation of Commercial High with an underlying Low Residential-3 and a zoning district of Residential Medium.

Consistency with the CRA Community Redevelopment Plan

Since the subject site is located within the CRA's Congress Avenue District, the Village requires the Applicant to provide a narrative on how the proposed temporary parking request is consistent with the redevelopment plan.

The following are the requirements from the Village's Unified Development Application regarding the CRA goals and the Applicant's responses follow.

1) Detail description of Proposal's Consistency with Five (5) Key Goals of CRA.

The following are the five (5) key goals of the CRA and how the proposed temporary development



further those goals.

I. Improving Utilities and Infrastructure

The provision of temporary parking spaces on the vacant property north of the existing Oxygen Development building will not have an adverse impact to utilities and infrastructure in the subject area. The proposed temporary parking will provide relief to the existing parking on the Oxygen Development building site and allow it to operate efficiently as it plans for its expansion.

II. Expanding Job Development and Economic Growth

As indicated above, the proposed temporary parking will provide relief to the existing parking at Oxygen Development. The temporary parking will allow the Oxygen Development to operate, employ residents and provide economic development to the Village.

III. Enhancing Public Safety

The proposed temporary parking will allow for a safe, location for additional parking for Oxygen Development. The proposed temporary parking will allow the manufacturing operation to continue without having workers park off-site. The temporary parking has been located adjacent to the existing Oxygen Development parking lot so to ensure there are plenty of “eyes of the street” within the proposed temporary parking.

IV. Increasing and Maintaining Workforce Housing

Although the proposed temporary parking area does not include any residential use, the provision of the temporary parking will aid in the function of Oxygen Development, a major employer in the Village. Having a large employer in the Village allows for nearby employees to travel to work through alternative means such as public transportation, bicycling or walking. These alternative means of transportation help reduce the cost of living for the employee which allows for housing to be more attainable.

V. Advancing the Partnership with Palm Beach County.

The proposed site for the temporary parking is currently vacant. The proposed temporary parking is a transitional use for the site until a permanent use, which is favored by Palm Beach County and the Village CRA plan.

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

The planned temporary parking will have no adverse effect on the existing conditions of the Congress Avenue CRA district. The proposed parking area is located on vacant land. The



proposed parking is a temporary, transitional use which will allow for the use of the land until a permanent use is proposed.

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

The proposed temporary parking area will allow for the continued economic development within the Congress Avenue CRA, which is expressed goal of the redevelopment plan.

Photos of the Subject Site



(Looking North along Congress Avenue)



(Looking South along Congress Avenue)



(Looking West)



Rose Cir

Madden Rd

Melaleuca Rd

Melaleuca Rd

S Congress Ave

S Congress Ave

Melaleuca Dr

Cherokee Rd

Starwood Cir

Prairie Rd

Beach County, Mo



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Parks & Recreation

ITEM #5: Piggyback Agreement - Haverland AG Innovations for Sports Turf Maintenance Service - FY24 Parks and Recreation Department Budget

SUMMARY: The Parks and Recreation Department actively manages athletic fields at the Village Complex and strives to maintain the field surfaces at a safe and aesthetically pleasing level. The athletic complex, featuring Bermuda turf fields, is a cherished hub by the community for athletic recreational activities and events. Maintaining these fields to the highest standards is vital for the safety and enjoyment of our residents and program participants.

The Parks and Recreation Department seeks approval to leverage the existing Sports Turf Maintenance Contract of the City of Lake Worth Beach, specifically for Bermuda turf fields. By piggybacking their contract, we gain access to the Contractor's expertise, specialized equipment, and resources, ensuring that our Bermuda turf fields receive the same level of exceptional maintenance.

This approach aligns with our commitment to resource efficiency and guarantees that we provide outstanding athletic and recreational facilities for our community. This presents an opportunity for the Village to raise the bar in terms of field quality while optimizing the Village's use of resources.

Benefits:

1. **Cost Savings:** Piggybacking on an established contract offers potential cost savings, allowing the Village to maintain its athletic fields more economically.
2. **Expertise:** Haverland AG Innovations has a proven track record in Bermuda turf maintenance, contributing to the long-term health and quality of the Village's athletic fields with clients all over the State of Florida.
3. **Consistency:** Standardized, professional maintenance ensures a reliable and safe playing surface for the various user groups.
4. **Community Satisfaction:** High-quality athletic facilities improve community engagement and satisfaction and extend the life of an important asset.

To ensure the highest quality at the most reasonable cost, staff recommend that the Village piggyback off the current City of Lake Worth Beach Contract awarded to Haverland AG Innovations. This selection by the City of Lake Worth Beach was completed through a competitive selection process - Request for Proposals (RFP) No. #23-201, Sports Turf Maintenance Services (RFP No. 23-201 – February 19, 2023).

Through the proposed City of Lake Worth Beach contract, the Parks and Recreation Department was

able to obtain a price of \$138,880.56 annually, which includes mowing, trimming, edging, irrigation scheduling, fertilization, application of herbicides/pesticides, clay maintenance, sand top dressing, aerification, soil testing, and additional services as necessary.

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

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

FISCAL IMPACT:

Funding is available within the FY24 Parks and Recreation and Other Contractual Services FY 24 General Fund (Other Contractual Services #53400).

ATTACHMENTS:

1. Piggyback VPS Turf Maintenance Contract 10.05.2023 (jh) (003)
2. Agreement with Haverland AG Innovations
3. Exhibit A - Turf Maintenance Service Agreement
4. RFP#23-201 City of Lake Worth Beach Addendum 1F
5. RFP#23-201 City of Lake Worth Beach Sports Turf Maintenance Service Agreement
6. RFP #23-201 Sports Turf Maintenance Intent to Award

AGREEMENT FOR TURF MAINTENANCE SERVICES

This Agreement for Turf Maintenance Services ("Agreement" hereafter) is made as of the _____ day of _____, 2023, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and **Florida ULS Operating LLC dba Haverland AG Innovations**, a foreign (Delaware) limited liability company, authorized to conduct business in the State of Florida, 12276 San Jose Blvd., Suite 747, Jacksonville, FL 32223, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform the complete maintenance of the VILLAGE's athletic fields; and,

WHEREAS, the City of Lake Worth Beach ("City"), through its competitive selection process (Request for Proposal #23-201 for Year-Round City-Wide Sports Turf Maintenance Services ("RFP")), awarded an Agreement for Maintenance Services (potential 5 year term) ("City Contract") to the VENDOR for substantially the same goods and services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the maintenance of the VILLAGE's athletic fields as described in the VENDOR's proposal, dated August 25, 2023 ("Proposal") and the RFP and based on the pricing and terms and conditions of the City Contract as amended herein; and,

WHEREAS, the VILLAGE finds that entering into this Agreement is in compliance with the VILLAGE's Purchasing Code and serves a public purpose.

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

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **City Contract; Term.** The City Contract with the VENDOR and the RFP are hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City under the

City Contract and all associated and applicable Contract Documents as defined therein and the RFP (collectively, hereinafter, "City Contract"). The effective date of this Agreement is the date the Agreement is approved by the Village Council. The term shall be the same as the current City Contract which shall extend for three (3) consecutive years and for two (2) additional one (1) year periods and expire on Jun 7, 2028, unless terminated earlier as authorized herein. Each year of this Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.

3. **Vendor's Proposal.** In accordance with the terms and conditions in the City Contract and pricing therein, the VENDOR shall provide for the maintenance of the VILLAGE's athletic fields as requested by the VILLAGE and as set forth in the VENDOR's Proposal (attached hereto and incorporated herein as Exhibit A). The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE and shall be performed in accordance with the terms of the City Contract as amended herein.

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

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. City of Lake Worth Beach Contract (including all Contract Documents as defined therein) and the RFP; and
- D. VENDOR's Proposal.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. City of Lake Worth Beach Contract (including all Contract Documents as defined therein) and the RFP; and
- D. The VENDOR's Proposal.

5. **Compensation to VENDOR.** Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the VENDOR's proposal

to the VILLAGE and shall be based on the unit prices found in the City Contract, which shall be considered the "Contract price". The VILLAGE's ordering mechanism for services hereunder will be by a VILLAGE purchase order; however, the terms and conditions stated in the purchase order, if any, shall not apply. Neither party shall be liable to the other for any special, incidental or consequential damages of any kind whether or not caused by the other party's negligence even if the parties have been advised of the possibility of such damage.

6. **Miscellaneous Provisions.**

- 6.1 ***Successors and Assigns.*** The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 ***Insurance.*** VENDOR shall maintain the insurance as required in City Contract applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.
- 6.3 ***Headings, References and Exhibits.*** The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 ***Counterparts.*** This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 ***Entire Contract; Amendment.*** This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto.

- 6.6 **Lien Rights.** The VENDOR shall have no lien rights regarding any property owned by the Village or otherwise.
- 6.7 **Governing Law; Consent to Jurisdiction.** This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida, for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 **Third Party Beneficiary rights.** This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 **Severability.** If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 **Public Records.** VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following

completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.

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

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

- 6.11 ***Preparation.*** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 ***Palm Beach County IG.*** In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.13 ***Notices.*** All notices required in this Agreement shall be sent by certified mail, return receipt requested to the addresses appearing on the first page of this Agreement.
- 6.14 ***Taxes.*** The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity and Warranty.

Shall be as set forth in the City Contract.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days. If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR; or if after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the VENDOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for disengagement, de-mobilization, take-down, wind-down, lost profits or other costs incurred due to termination of this Agreement.

9. Public Entity Crimes.

VENDOR 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. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

10. **Fiscal Non-funding.**

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR 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 VENDOR will be paid for all services rendered through the date of termination.

11. **Scrutinized Companies.**

Pursuant to Section 287.135, Florida Statutes, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder (1) are not on the Scrutinized Companies with Activities in Sudan List, (2) are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (3) do not have business operations in Cuba or Syria, (4) are not on the Scrutinized Companies that Boycott Israel List, and (5) are not engaged in a boycott of Israel. This certification shall continue through the entire term of this Agreement and any renewals. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the VENDOR, or the VENDOR has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum energy Sector List, or has been engaged in business operations in Cuba or Syria, the VILLAGE's Agreement may be terminated and a civil penalty may be imposed, pursuant to Section 287.135, Florida Statutes.

12. **E-Verify.**

Pursuant to Section 448.095(5), Florida Statutes, the VENDOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new 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' new 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;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
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(5)(c), Florida Statutes, the VENDOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

**VENDOR: FLORIDA ULS OPERATING LLC
DBA HAVERLAND AG INNOVATIONS**

By: _____

Print Name: _____

Title: _____

[Corporate Seal, if required.]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of
☐ physical presence or ☐ online notarization on this _____ day of

_____, 2023, by _____[name],
as _____[title] of **FLORIDA ULS OPERATING LLC DBA
HAVERLAND AG INNOVATIONS**, a foreign (Delaware) limited liability company,
authorized to conduct business in the State of Florida, and who is personally known to
me or who has produced the following as identification:

_____.

[Notary Stamp]

Signature of Notary Public

AGREEMENT FOR MAINTENANCE SERVICES
(Sports Turf Maintenance Services)

THIS AGREEMENT is made on May 12th, 2023 between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Florida ULS Operating LLC dba Haverland AG Innovations**, a Limited Liability Company authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 12276 San Jose Blvd., Suite 747, Jacksonville, FL 32223.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Request for Proposals #23-201 for Year-Round City-Wide Sports Turf Maintenance Services ("RFP"); and

WHEREAS, CONTRACTOR submitted a proposal to provide the City with all labor, supervision, equipment, supplies, tools, materials and all other necessary incidentals to perform the complete maintenance of the City's athletic fields as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed rates attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement for Maintenance Services ("Agreement") shall be for three (3) consecutive years and for additional two (2) one (1) year periods, and dependent on the annual appropriation of funds by the CITY's City Commission. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF SERVICES

2.1 The Scope of Services includes furnishing the required labor, supervision, transportation, tools, equipment, materials and supplies necessary for completing all labor, supervision, equipment, supplies, tools, materials and all other necessary incidentals to perform the complete maintenance of the City's athletic fields as more specifically set forth in the RFP's Scope of Services as amended, which is attached hereto as **Exhibit "B"**.

2.2 The CONTRACTOR represents to the CITY that the materials and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Services shall be completed in accordance with the terms and conditions set forth in the RFP as amended and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Services.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. SERVICES

4.1 The CONTRACTOR shall provide all services as more specifically set forth in a CITY issued Purchase Order, the RFP, and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed rates which are attached as **Exhibit "A"**. The rates set forth in Exhibit "A" shall remain fixed for the duration of this Agreement. Agreement renewals may be approved by the City Manager.

5.2 Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Services (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a CITY issued Purchase Order specifically for the

stated services requested. The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Services of Work in accordance with **Exhibit "B"** shall not exceed the amounts set forth in **Exhibit "A"**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services, in accordance with the Local Government Prompt Payment Act.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the Scope of Services, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented

automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13.5 The CONTRACTOR shall maintain pollution liability insurance to include spray application of chemicals in the minimum amount of \$1,000,000.00 per claim.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time, which is deemed to apply to this Agreement for claims and actions arising in tort and/or contract.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"** (the CONTRACTOR's rates); **Exhibit "B" Scope of Services**; any CITY issued Purchase Orders; and, the RFP as amended (including all specifications, exhibits and addenda attached thereto and referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) and the RFP next taking precedence. Wherever

possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 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.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in all respects under this Agreement.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Florida ULS Operating, LLC dba Haverland Ag Innovations
12276 San Jose Blvd., Suite 747
Jacksonville, FL. 32223

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete

the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. SCRUTINIZED COMPANIES

37.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

37.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

37.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

37.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

37.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

37.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

38. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

38.1. 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;

38.2. 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;

38.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

38.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

38.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

38.6. Be aware that if the CITY 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 CITY as a result of the termination of the Agreement.

39. SURVIVABILITY

39.1 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Sports Turf Maintenance Services on the day and year first above written.



CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch
Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne, CMC
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Elizabeth Lenihan
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director



CONTRACTOR: **FLORIDA ULS OPERATING LLC
dba HAVERLAND AG INNOVATIONS**

By: Keely Haverland
Print Name: Keely Haverland
Title: Branch Manager

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 12th day of May, 2023, by Keely Haverland, as the Branch Manager [title] of **Florida ULS Operating LLC dba Haverland AG Innovations**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Angelique Contreras
Notary Public Signature

Notary Seal:

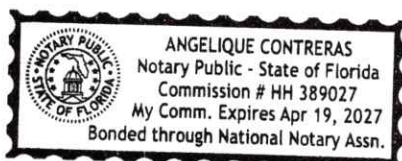


Exhibit "A"**CONTRACTOR'S RATES PROPOSAL****RATES PER SCOPE OF SERVICES:**

Service Location	Monthly Fee:	Qty	Total Annual Cost
1) NW Complex Field #1	\$ 1,793.00	12	\$ 21,516.00
2) NW Complex Field #2	\$ 1,799.00	12	\$ 21,588.00
3) NW Complex Field #3	\$ 2,165.00	12	\$ 25,980.00
4) NW Complex Field #4	\$ 2,451.00	12	\$ 29,412.00
5) NW Complex Field #5	\$ 1,694.00	12	\$ 20,328.00
6) Manzo Field	\$ 1,678.00	12	\$ 20,136.00
7) Memorial Field	\$ 2,394.00	12	\$ 28,728.00
8) Sunset Ridge	\$ 1,902.00	12	\$ 22,824.00
9) Howard Park	\$ 2,015.00	12	\$ 24,180.00
TOTAL ANNUAL COST ALL INCLUSIVE FOR ALL FIELDS:			\$ 214,692.00

AS-NEEDED ADDITIONAL SERVICES:

ADDITIONAL FERTILIZATION: PRICE PER SQUARE FOOT (SF) \$.06
 ADDITIONAL INCESTICIDE: PRICE PER SQUARE FOOT (SF) \$.06
 ADDITIONAL HERBICIDE: PRICE PER SQUARE FOOT (SF) \$.07
 ADDITIONAL FUNGICIDE: PRICE PER SQUARE FOOT (SF) \$.07
 ADDITIONAL TOPDRESSING: PRICE PER CUBIC YARD (CY) \$ 170.00
 ADDITIONAL SOIL TESTING: PRICE PER EACH TEST (EA) \$ 175.00
 ADDITIONAL MOWING: PRICE PER SQUARE FOOT (SF) \$.04

Exhibit "B"

SCOPE OF SERVICES

The City of Lake Worth Beach is seeking proposals from qualified sports turf maintenance CONTRACTORS to provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform the complete maintenance of the City's athletic fields.

The CONTRACTOR shall be responsible for all aspects of the sports turf maintenance including, but not limited to:

- Field Maintenance
- Mowing, line trimming, edging
- Irrigation scheduling, monitoring, and timing
- Fertilization
- Application of herbicides and pesticides
- Baseball field clay (skinned area) maintenance
- Sand top dressing
- Aerification
- Entry and lockup of fields for maintenance activity
- Soil testing
- Monthly program review meeting with CITY designee

1. GENERAL STANDARDS OF WORK

1.1 Schedule of Work: At the beginning of each week, the CONTRACTOR shall furnish to the CITY a schedule of the week's priorities and routine maintenance. The CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.

1.2 Chemicals and Fertilizers: The CONTRACTOR shall obtain prior written approval from the CITY for the type and manufacturer of chemicals and fertilizers. The CONTRACTOR shall furnish the Manufacturer's Safety Data Sheets (MSDS) to the CITY. Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs.

1.3 Maintenance of Traffic: The CONTRACTOR shall be responsible for proper MOT control and monitoring of pedestrian and vehicular traffic as it pertains to his work.

1.4 Utilities: The CONTRACTOR shall be responsible to report any encountered damaged utilities and report/repair any damages associated with their work.

1.5 Litter Control: The CONTRACTOR shall be responsible for the pickup and collection of litter associated with the work in this RFP. The litter shall be disposed of legally in CITY provided waste collection receptacles.

1.6 Baseball / Softball Fields (clay surfaces): The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of all clay areas associated with the ballfields. Clay areas shall be inspected weekly and any large stones, clumping material, ruts, holes, wet/dry areas, soft/hard spots, or bowled out areas shall be repaired. Clay areas shall be scarified, dragged and watered until the desired texture is achieved.

1.7 Soccer/Football & Baseball/Softball Fields (turf surfaces): All turf areas shall be inspected on a weekly basis and any large holes, ruts, or bowled out areas shall be repaired.

2. TURF MAINTENANCE

2.1 Turf Mowing: A mowing schedule shall be provided each week in accordance with section 1.1. The mowing frequency shall follow the following weekly schedule

- High Growth Season – March 1 to September 30 – once per week (additional mowing may be requested)
- Low Growth Season – October 1 to February 28 – once per week

Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is performed.

Bermuda grass shall be mowed with a reel type mower and cut to a minimum height of $\frac{3}{4}$ " to a maximum height of 1" above soil level. Edging at the warning tracks and infield lips shall be performed once per week.

2.2 Fertilization: A fertilization schedule shall be submitted by the CONTRACTOR and approved by the CITY. The fertilizer used shall be a commercial grade product recommended for use on the sports turf. Specific requirements shall be determined by soil tests conducted once every 4 months and presented to the CITY for determination if additional additives are required.

Bermuda turf shall be fertilized with a complete NPK profile. Applications shall occur at least 6 times per year and shall vary with the time of year of the application and the results of the soil analysis. Additional fertilization may be required as determined by the soil tests and approved by the CITY.

The fertilizer used shall be of organic type and submitted to the CITY for approval prior to use.

2.3 Aeration, Verti-cutting, Topdressing and Over seeding: These services shall be provided for proper air and water exchange for maximum growth potential and health of the Bermuda turf and shall be performed as follows:

- Core aeration a minimum of once every two months
- Verticut twice during growing season (as determined by CITY)
- Spiking (slicing) once every three months
- Topdressing once a month (or as needed and determined by CITY)

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The CONTRACTOR shall be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis within a reasonable standard. Excessive turf wear caused by excessive field usage shall be brought to the attention of the CITY and additional costs approved by Work Change Directive.

2.4 Disease and Pest Management: The CONTRACTOR shall control or eradicate diseases and infestations by pests and ants by spraying affected areas with chemical sprays suitable for that particular disease or pest when evident or as often as necessary. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. CONTRACTOR shall control and/or eradicate infestations of insects, fungal and bacterial infestations. Fungicides and Pesticides to be utilized on a quarterly basis for preventative measures and manufacturers' recommended follow up treatment followed. Fungicides and pesticides shall be of organic type and submitted to the CITY for approval prior to use.

2.5 Application of Herbicides: All turf shall be maintained in a weed free condition. The CONTRACTOR shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. The application of herbicides shall be approved by the CITY prior to placement. The application of herbicides shall be performed as follows:

- Application of herbicides shall be to the fence lines of all the sports fields
- Pre-Emergent herbicide – applied semi-annually
- Selective weed control – applied quarterly and on an as needed basis

2.6 Irrigation: The CONTRACTOR shall be responsible for the operation, setting and adjusting of time clocks to insure proper watering of all turf areas. The CITY will be responsible for the maintenance and repair of the irrigation system, including but not limited to heads, piping, nozzles, zone valves, pumps, clocks, boxes, etc. The CONTRACTOR shall notify the CITY within 24 hours of discovering an irrigation issue for needed repairs or system functionality. The CONTRACTOR shall have 45 days from the start of the contract to inspect the irrigation system and report existing damage or incorrect operation and coverage by the CITY.

Time clocks shall be checked once per week. The CONTRACTOR shall, at least once per month, fully operate all the irrigation zones from the clocks. Any damages caused by the CONTRACTORS operation shall be repaired and replaced with the same equipment within 48 hours.

The City reserves the right to decrease or amend any of the services as listed and described herein in negotiations with the selected firm.

FIELDS TO BE COVERED UNDER CONTRACT:

<u>Field Location/Name</u>	<u>Approx.S/F of Turf</u>	<u>Appr. S/F Skinned(clay)</u>
-----------------------------------	----------------------------------	---------------------------------------

Northwest Park & Ball Fields: 900 22nd Avenue North, Lake Worth Beach, FL 33460

1) NW Complex Field #1	35,000 s/f of Turf	6,700 s/f skinned area
2) NW Complex Field #2	37,000 s/f of Turf	6,800 s/f skinned area
3) NW Complex Field #3	49,500 s/f of Turf	10,700 s/f skinned area
4) NW Complex Field #4	59,000 s/f of Turf	13,650 s/f skinned area
5) NW Complex Field #5	31,000 s/f of Turf	8,300 s/f skinned area
6) Manzo Field	102,366 s/f of Turf	22,604 s/f skinned area

Memorial Field: 515 South A Street, Lake Worth Beach, FL 33460

7) Memorial Field	75,000 s/f of Turf	No skinned area
-------------------	--------------------	-----------------

Sunset Ridge: 1415 North D Street, Lake Worth Beach, FL 33460

8) Sunset Ridge	45,000 s/f of Turf	No skinned area
-----------------	--------------------	-----------------

Howard Park: 1699 Wingfield Street, Lake Worth Beach, FL 33460

9) Howard Park	55,000 s/f of Turf	No skinned area
----------------	--------------------	-----------------



Haverland AG Innovation, Inc.
12276 San Jose Blvd #747
Jacksonville, FL 32223
PH: 561-369-7994 keely@haveag.com-
dell@haveag.com

DATE: 08/25/2023

Proposal #: 2023-307B

JOB TITLE: Village of Palm Springs- Athletic Fields Maintenance Program

SERVICES PERFORMED FOR –

Jason Diaz, Field Supervisor
The Village of Palm Springs
226 Cypress Lane Palm Springs, FL 33461
Phone: (561) 584-8200 EXT 8450
jdiaz@vpsfl.org

SCOPE OF WORK

We intend to provide labor, materials & equipment to perform Annual Turfgrass maintenance at the above referenced facility totaling approximately 7.50 acres. Period lasting 5 years from the date of the signed contract.

Unit prices are based off City of Lake Worth Beach RFP #23-201. The value of the City of Lake Worth Beach Contract dated 06/07/2023 is \$214,692.00 for the total area to be maintained of 558,120 sq ft at a price of \$.03847 per sq ft. The Palm Spring area is smaller at 64.72 percent the size of CLWB. Therefore 361,010 sq ft x \$0.3847 = \$138,880.56

Schedule of Services:

July:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Aerate 1x per month (Sports tine)
- Boom Spray Weed Control 2x per month
- Spot Topdressing 1x per week

September:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization with insecticide 1x per month
- Aerate 1x per month (Core)
- Spot Spray Weed Control 1x per week
- Spot Topdressing 1x per week

August:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Spot Spray Weed Control 1x per week
- Spot Topdressing 1x per week

October:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization with Pre-Emergent herbicide 1x per month
- Boom Spray Weed Control 2x per month
- Spot Topdressing 1x per week

Schedule Continued...

November:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Aerate 1x per month (Sports tine)
- Spot Spray Weed Control 1x per week
- Spot Topdressing 1x per week

January:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Aerate 1x per month (slice)
- Spot Spray Weed Control 1x per week
- Spot Topdressing 1x per week

March:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization with Pre-Emergent Herbicide 1x per month
- Aerate 1x per month (slice)
- Insecticide Application
- Soil Testing
- Spot Spray Weed Control 1x per week
- Spot Topdressing 1x per week

May:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Aerate 1x per month (core)
- Verticut & Vacuum 1x
- Sand Topdressing 1x Sports Field Mix
- Spot Spray Weed Control 1x per week

December:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Aerate 1x per month (slice)
- Spot Spray Weed Control 1x per week
- Spot Topdressing 1x per week
- Soil Testing

February:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Boom Spray Weed Control 2x per month
- Spot Topdressing 1x per week

April:

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Insecticide Application
- Boom Spray Weed Control 2x per month
- Spot Topdressing 1x per week

June :

- Mow/Line Trim 1x per week
- Edge 1x per month
- Clay Grooming 1x per week
- Fertilization 1x per month
- Insecticide Application
- Soil Testing
- Spot Spray Weed Control 1x per week

BILLING & PAYMENTS:*******To be invoiced at \$11,573.38 per month****Estimated Unit Price Bid Price Per All Items Above. Pricing is total for 5 years of services.****Total = \$694,402.80**

Signed agreement & purchase order required for delivery & scheduling.
Payments due 30 days from date of invoice. Estimated Prices good for
30 days from date of this proposal. Late payments will be invoiced with a
\$50.00 late fee. Payments not received within 31 days of the invoice date may
cause disruption of services. Job start up after late payment disruptions will
require extra charges.

*Alternates- not in bid total**1. Treatment of nematodes & diseases- Price to be determined & a change order required to perform this work.**2. All additional work per written change order.**3. Additional Off-site hauling- \$375.00 per load removed additional***Clarifications/Exceptions: not in base bid pricing**

- Sod repairs or replacement
- Applications of fungicides to control disease may be necessary and those will be billed as per additional charges.
- *Disease Testing & treatments are not included
- De-Thatching except as specified.
- Hauling- removing debris from the site except as specified.
- Soil fumigation or soil amendments except as specified.
- Clay, Conditioners, etc.
- The irrigation system must be completely operational before job start-up & thru the duration of the project for products that need to be watered into the soil. The clock to be adjusted by the Owner's representative to correct function as well as durations to optimize watering for herbicide & insecticide applications. This could be water on or off as well depending on circumstances. Our staff will advise correct procedures.
- Irrigation-Sprinkler layout, marking, repairs & adjustments.
- Drainage, components or improvements
- Warning track materials, warning track aggregates or replacement
- Athletic field equipment such as padding, goals, foul poles, bases, or other equipment unless specifically called out in our estimates.
- The Owner is to provide ample time in the schedule and allow for the appropriate time for us to perform the work. The owner will close & secure the fields when spraying or other work is to be done & control re-entry thereafter. The responsibility to control & secure the fields from pedestrian traffic is by others & not Haverland AG Innovation's responsibility.
- Plans, permits, utility fees, water usage fees, etc.

We agree to the terms & conditions of this Proposal-

Signature: _____

Date: _____

Print Name & Title: _____

PO Number: _____



**REQUEST FOR PROPOSAL
RFP 23-201
Addendum No. 1**

RFP#23-201 Sports Turf Maintenance Services

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced RFP.

Additions:

2.2 Fertilization: The fertilizer used shall be of organic type and submitted to the CITY for approval prior to use.

2.4 Disease and Pest Management: Fungicides and pesticides shall be of organic type and submitted to the CITY for approval prior to use.

Questions & Answers:

Question 1: Sec 1.5 Litter Control: the CONTRACTOR shall be responsible for the pickup and collection of litter associated with the work in this RFP. the litter shall be disposed of legally in City provided waste collection receptables. - what frequency?

Answer 1: Pickup and collection of litter occurs whenever the contractors are on site to preform field maintenance. If there are water bottles or other debris left on a ball field the contractor is responsible for removing the litter prior to mowing or clay grooming over it. This practice adds to the overall quality appearance of the facility.

Question 2: Sec 1.6 Baseball / Softball Fields (Clay surfaces): The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of all clay areas associated with the ballfields. Clay areas shall be inspected weekly and any large stones, clumping materials, ruts, holes, wet/dry areas, soft/hard spots, or bowled out areas shall be repaired. Clay areas shall be scarified, dragged and watered until the desired texture is achieved. - says weekly inspection, but what is the requested frequency of infield grooming?

Answer 2: The current contract lists clay grooming once per week done by the contractor on all 6 city baseball fields. The other 6 days of the week city staff is responsible for this task. I would recommend the requested frequency of clay grooming to remain at once per week done by the contractor.

Question 3: Sec 2.1 Turf Mowing: states additional mowing may be requested. There is no space for unit pricing for additional mowing in AS-NEDED ADDITIONAL SERVICES: Where do i include this pricing?

Answer 3: Please see attachment to this Addendum updated Exhibit “A-2” Rate Schedule. This schedule shall be used in the proposal submittal.

Question 4: Sec 2.3 Aeration, Verti-cutting, Topdressing and Over Seeding: states - Topdressing once a month (or as needed and determined by CITY) is Top Dressing monthly on entire athletic field or just ware areas? and at what depth shall material be applied?

Answer 4: Currently during the month of January spot topdressing is done weekly to fill in divots and aid in thatch control. Additionally, 9 months out of the year this practice is repeated on a less frequent monthly basis. Entire field top dressing is only done twice per year with heavy equipment as it is cost prohibitive. There is not a specific depth of material applied but rather a light coating which the overall amount differs field to field based on the square footage.

Question 5: Pest control needed?

Answer 5: See Exhibit “A”, Paragraph 2.4 Disease and Pest Management.

Question 6: What is the current budget?

Answer 6: The current FY23 budget is \$312,000 for Contractual Services with the existing field maintenance contract accounting for \$225,000 or 72% overall. With a conservative estimated increase of 6% to maintain the same level of service for FY24 and forward, \$238,500 would need to be allocated for the field maintenance contract or 76.4% of the FY24 request of the same \$312,000 for contractual services.

Question 7: What is the current contract price and scope of work?

Answer 7: See Answer to Question 6.

Attachment: Exhibit “A-2” Rate Schedule

EXHIBIT "A-2" - RATE SCHEDULE

RATES PER SCOPE OF SERVICES:

Service Location	Monthly Fee:	Qty	Total Annual Cost
1) NW Complex Field #1		12	
2) NW Complex Field #2		12	
3) NW Complex Field #3		12	
4) NW Complex Field #4		12	
5) NW Complex Field #5		12	
6) Manzo Field		12	
7) Memorial Field		12	
8) Sunset Ridge		12	
9) Howard Park		12	
TOTAL ANNUAL COST ALL INCLUSIVE FOR ALL FIELDS:			

AS-NEEDED ADDITIONAL SERVICES:

ADDITIONAL FERTILIZATION: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL INCESTICIDE: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL HERBICIDE: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL FUNGICIDE: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL TOPDRESSING: PRICE PER CUBIC YARD (CY) \$ _____

ADDITIONAL SOIL TESTING: PRICE PER EACH TEST (EA) \$ _____

ADDITIONAL MOWING: PRICE PER SQUARE FOOT (SF) \$ _____



REQUEST FOR PROPOSALS

Sports Turf Maintenance Services

RFP#23-201



Financial Services
7 North Dixie Highway
Lake Worth Beach, FL 33460
561.586.1770

RFP#23-201

Sports Turf Maintenance Services

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide year-round city-wide sports turf maintenance services. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

Time is of the essence and any proposal received after **3:00 PM, March 21, 2023**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter "Respondents") are responsible for insuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at purchasing1@lakeworthbeachfl.gov or from **lakeworthbeachfl.bidsandtenders.net**. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them. To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the RFP opportunity.

There will be no pre-bid meeting or escorted site visits for this project. However, Respondents are highly encouraged to visit all locations prior to finalizing their proposal.

All proposals must be mailed to:

**City of Lake Worth Beach
Financial Services/Procurement Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460**

ENVELOPE MUST BE IDENTIFIED AS RFP#23-201 Sports Turf Maintenance Services

PUBLISHED: February 19, 2023 Palm Beach Post, City's website

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth Beach, Florida, is requesting proposals from qualified entities to provide year-round city wide sports turf maintenance services. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, March 21, 2023**, whether by mail or otherwise may be rejected by the City. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in the bidding system at lakeworthbeachfl.bidsandtenders.net or in writing via e-mail to purchasing1@lakeworthbeachfl.gov and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

4. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

5. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- | | |
|--|--------------------------|
| • Questions from Potential Respondents Due | March 2, 2023 - 4:00 PM |
| • Proposal Due Date and Time | March 21, 2023 - 3:00 PM |
| • Proposal Evaluation | March/April, 2023 |
| • Contract Negotiations/Approval | April/May, 2023 |
| • Contract Start Date | July 1, 2023 |

The City reserves the right to amend the anticipated schedule as it deems necessary.

6. VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE

Section 2-117 of the City's Code of Ordinance shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP. Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP. Documentation submitted after the proposal deadline will be rejected.

The order and application of preferences is as follows: For all preferences set forth in this RFP, only one preference may be identified in a response to this solicitation. In an event of a tie, for the purpose of determining the best value in the award of an RFP where more than one Respondent identifies a preference, the Veteran Business Enterprise preference shall take precedence over the Local Business preference, and the Local Business preference shall take precedence over the Small Business preference.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

8. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the

employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "B". Failure to complete will result in rejection of the Respondent's proposal.

9. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract will be negotiated with successful Respondent. It is intention of the City to enter into an Agreement for the period of three (3) consecutive years with possibility of extension for additional two (2) one (1) year periods.

If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful

Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence **[if appropriate]**.
- B. The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.
- E. The selected Respondent shall maintain pollution liability insurance to include spray application of chemicals in the minimum amount of \$1,000,000.00 per claim.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent's response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible Respondent shall have the capability in all respects to fully perform the requirements identified in this RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent's past performance on any contract involving similar work and/or services; the Respondent's skill and business judgment; the Respondent's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

Evaluation Criteria and Scoring:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

EVALUATION CRITERIA	Points Awarded
Responsiveness to RFP 1. Comprehensiveness and completeness of proposal (0-10) 2. Respondent covered all requirements of the solicitation and is able to provide all requested scope of services (0-10)	0 – 20 points
Cost Effectiveness 1. The cost is all inclusive for all services requested in solicitation document (0-5) 2. Responded provided comprehensive list of all unit prices and additional prices request as provided for in the monthly fees (0-5) 3. The Cost is reasonable for services provided (0-10)	0 - 20 points
Successful Experience and Qualification of the Firm and Staff 1. Firm qualifications in managing and maintaining sports turfs in similar environments (0-10) 2. Staff qualifications and subject matter knowledge. Proposed dedicated staff for the duration of agreement (0-10) 3. Evidence of equipment availability to meet the scope requirements (0-10) 4. Evidence of availability of the firm’s resources to meet project timelines and meet the City’s requirements (0-5)	0 - 35 points
Similar Projects and References 1. Prior experience with three (3) similar projects on sports turf maintenance preferably in the State of Florida outlining the experience and skill in managing projects of similar scope and size (0-10) 2. References from at least (3) entities for similar projects or work (0-5)	0 – 15 points
Veteran Business Enterprise, Small Business and Local Business Preference 1. Respondent has provided supporting documentation claiming veteran business enterprise, small business or local business preference.	0 – 5 Points

Default, Termination, Litigation, Debarment, etc. 1. Instances of a default under a similar project or contract; 2. Instances of litigation related to a similar project or contract; 3. Instances of on any debarment by a local, state or federal governmental entity (No instances provide for the full score of 5 points, the rest is evaluated accordingly. Respondents that do not address this item in their proposal will score 0 points)	0 – 5 points
--	--------------

Total

100 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

13. **PROPOSAL FORMAT**

Each Respondent shall submit **one (1) original, one (1) copy, and one (1) electronic copy of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Electronic copy shall be provided on USB drive **maximum size of 10 mb**.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

Table of Contents

Outline in sequential order the sections of the proposal. The sections should match with the evaluation criteria.

Tab 1 - Respondent Information Page

Exhibit “C” hereto.

Tab 2 - Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent’s business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent’s understanding of the scope of services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent’s title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

Tab 3 - Proof of Licenses (unlimited)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent’s Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

Tab 4 - Cost Effectiveness (Exhibit A-2 + unlimited)

Respondents shall provide the detailed price list that include all of the services described in the solicitation documents and fill out **Exhibit A-1 and A-2**. Respondent shall provide any additional relevant pricing information to meet all the requirements as defined in the solicitation document.

Respondents shall include at the minimum:

- Monthly contract cost to include all services listed in the solicitation document
- Schedule of unit prices for all labor and services included in the monthly cost
- List of additional services with the unit prices that Respondent may provide and are outside of the minimum service requirement listed in solicitation documents

Tab 5 - Successful Experience and Qualification of Firm and Staff (limited to three pages plus resumes of key personnel)

Respondents shall provide a three-page summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Tab 6 - Similar Projects and References (Exhibit “D”, Exhibit “E”, unlimited)

Respondents shall provide a minimum of three (3) similar projects on the form provided (Exhibit “D”) and include whether the project was completed on time and within budget.

Respondents shall provide a minimum of three (3) references on the form provided (Exhibit “E”) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Tab 7 – Veteran Business Enterprise, Small Business and Local Business Preference (Exhibit H + unlimited pages) maximum 5 Points

Section 2-117 of the City’s Procurement Code shall govern the application of a veteran business enterprise, small business and/or local business preference for this RFP. **Documentation to support a Respondent as a Veteran Owned Business, Small Business and/or Local Business must be submitted with a Proposals in response to the RFP.** Documentation submitted after the proposal deadline will be rejected.

Tab 8 - Default, Termination, Litigation, Debarment, etc. (unlimited)

Respondents should provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment or a brief description of the outcome or projected outcome, and the monetary amount involved. **If none, state as such.**

Appendix

Other Relevant and Supporting Documentation (optional).

14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Respondent warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

15. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

16. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- | | |
|----------------|---|
| A. Exhibit "A" | Scope of Services |
| Exhibit "A-1" | Field Locations |
| Exhibit "A-2" | Rate Schedule |
| Exhibit "A-3" | List of Equipment |
| B. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal) |
| C. Exhibit "C" | Respondent Information Form (submit with proposal) |
| D. Exhibit "D" | Similar Projects (submit with proposal) |
| E. Exhibit "E" | References (submit with proposal) |
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal) |
| G. Exhibit "G" | Scrutinized Companies Certification |
| H. Exhibit "H" | Veteran Business Enterprise, Small Business and/or Local Business Preference Form |

17. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

18. PUBLIC ENTITY CRIMES.

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

19. SCRUTINIZED COMPANIES

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

20. 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 Contractors (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 Contractors' newly hired employees;

B. Secure an affidavit from all Contractors (providing services or receiving funding under this Agreement)

stating that the Contractor 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 Contractor affidavits for the duration of this Agreement and provide the same to the City upon request;

D. Comply fully, and ensure all Contractor s 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 City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

END OF RFP
RFP EXHIBITS FOLLOW

EXHIBIT "A"

RFP#23-201 Sports Turf Maintenance Services

SCOPE OF SERVICES

The City of Lake Worth Beach is seeking proposals from qualified sports turf maintenance CONTRACTORS to provide all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform the complete maintenance of the City's athletic fields.

The CONTRACTOR shall be responsible for all aspects of the sports turf maintenance including, but not limited to:

- Field Maintenance
- Mowing, line trimming, edging
- Irrigation scheduling, monitoring, and timing
- Fertilization
- Application of herbicides and pesticides
- Baseball field clay (skinned area) maintenance
- Sand top dressing
- Aerification
- Entry and lockup of fields for maintenance activity
- Soil testing
- Monthly program review meeting with CITY designee

1. GENERAL STANDARDS OF WORK

1.1 Schedule of Work: At the beginning of each week, the CONTRACTOR shall furnish to the CITY a schedule of the week's priorities and routine maintenance. The CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.

1.2 Chemicals and Fertilizers: The CONTRACTOR shall obtain prior written approval from the CITY for the type and manufacturer of chemicals and fertilizers. The CONTRACTOR shall furnish the Manufacturer's Safety Data Sheets (MSDS) to the CITY. Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs.

1.3 Maintenance of Traffic: The CONTRACTOR shall be responsible for proper MOT control and monitoring of pedestrian and vehicular traffic as it pertains to his work.

1.4 Utilities: The CONTRACTOR shall be responsible to report any encountered damaged utilities and report/repair any damages associated with their work.

1.5 Litter Control: The CONTRACTOR shall be responsible for the pickup and collection of litter associated with the work in this RFP. The litter shall be disposed of legally in CITY provided waste collection receptacles.

1.6 Baseball / Softball Fields (clay surfaces): The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of all clay areas associated with the ballfields. Clay areas shall be inspected weekly and any large stones, clumping material, ruts, holes, wet/dry areas, soft/hard spots, or bowled out areas shall be repaired. Clay areas shall be scarified, dragged and watered until the desired texture is achieved.

1.7 Soccer/Football & Baseball/Softball Fields (turf surfaces): All turf areas shall be inspected on a weekly basis and any large holes, ruts, or bowled out areas shall be repaired.

2. TURF MAINTENANCE

2.1 Turf Mowing: A mowing schedule shall be provided each week in accordance with section

1.1. The mowing frequency shall follow the following weekly schedule

- High Growth Season – March 1 to September 30 – once per week (additional mowing may be requested)
- Low Growth Season – October 1 to February 28 – once per week

Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is performed.

Bermuda grass shall be mowed with a reel type mower and cut to a minimum height of $\frac{3}{4}$ " to a maximum height of 1" above soil level. Edging at the warning tracks and infield lips shall be performed once per week.

2.2 Fertilization: A fertilization schedule shall be submitted by the CONTRACTOR and approved by the CITY. The fertilizer used shall be a commercial grade product recommended for use on the sports turf. Specific requirements shall be determined by soil tests conducted once every 4 months and presented to the CITY for determination if additional additives are required.

Bermuda turf shall be fertilized with a complete NPK profile. Applications shall occur at least 6 times per year and shall vary with the time of year of the application and the results of the soil analysis. Additional fertilization may be required as determined by the soil tests and approved by the CITY.

2.3 Aeration, Verti-cutting, Topdressing and Over seeding: These services shall be provided for proper air and water exchange for maximum growth potential and health of the Bermuda turf and shall be performed as follows:

- Core aeration a minimum of once every two months
- Verticut twice during growing season (as determined by CITY)
- Spiking (slicing) once every three months
- Topdressing once a month (or as needed and determined by CITY)

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The CONTRACTOR shall be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis within a reasonable standard. Excessive turf wear caused by excessive field usage shall be brought to the attention of the CITY and additional costs approved by Work Change Directive.

2.4 Disease and Pest Management: The CONTRACTOR shall control or eradicate diseases and infestations by pests and ants by spraying affected areas with chemical sprays suitable for that particular disease or pest when evident or as often as necessary. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. CONTRACTOR shall control and/or eradicate infestations of insects, fungal and bacterial infestations. Fungicides and Pesticides to be utilized on a quarterly basis for preventative measures and manufacturers' recommended follow up treatment followed.

2.5 Application of Herbicides: All turf shall be maintained in a weed free condition. The CONTRACTOR shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. The application of herbicides shall be approved by the CITY prior to placement. The application of herbicides shall be performed as follows:

- Application of herbicides shall be to the fence lines of all the sports fields
- Pre-Emergent herbicide – applied semi-annually
- Selective weed control – applied quarterly and on an as needed basis

2.6 Irrigation: The CONTRACTOR shall be responsible for the operation, setting and adjusting of time clocks to insure proper watering of all turf areas. The CITY will be responsible for the maintenance and repair of the irrigation system, including but not limited to heads, piping, nozzles, zone valves, pumps, clocks, boxes, etc. The CONTRACTOR shall notify the CITY within 24 hours of discovering an irrigation issue for needed repairs or system functionality. The CONTRACTOR shall have 45 days from the start of the contract to inspect the irrigation system and report existing damage or incorrect operation and coverage by the CITY.

Time clocks shall be checked once per week. The CONTRACTOR shall, at least once per month, fully operate all the irrigation zones from the clocks. Any damages caused by the CONTRACTORS operation shall be repaired and replaced with the same equipment within 48 hours.

The City reserves the right to decrease or amend any of the services as listed and described herein in negotiations with the selected firm.

EXHIBIT “A-1” – FIELD LOCATIONS

FIELDS TO BE COVERED UNDER CONTRACT:

<u>Field Location/Name</u>	<u>Approx.S/F of Turf</u>	<u>Appr. S/F Skinned(clay)</u>
-----------------------------------	----------------------------------	---------------------------------------

Northwest Park & Ball Fields: 900 22nd Avenue North, Lake Worth Beach, FL

33460

1) NW Complex Field #1	35,000 s/f of Turf	6,700 s/f skinned area
2) NW Complex Field #2	37,000 s/f of Turf	6,800 s/f skinned area
3) NW Complex Field #3	49,500 s/f of Turf	10,700 s/f skinned area
4) NW Complex Field #4	59,000 s/f of Turf	13,650 s/f skinned area
5) NW Complex Field #5	31,000 s/f of Turf	8,300 s/f skinned area
6) Manzo Field	102,366 s/f of Turf	22,604 s/f skinned area

Memorial Field: 515 South A Street, Lake Worth Beach, FL 33460

7) Memorial Field	75,000 s/f of Turf	No skinned area
-------------------	--------------------	-----------------

Sunset Ridge: 1415 North D Street, Lake Worth Beach, FL 33460

8) Sunset Ridge	45,000 s/f of Turf	No skinned area
-----------------	--------------------	-----------------

Howard Park: 1699 Wingfield Street, Lake Worth Beach, FL 33460

9) Howard Park	55,000 s/f of Turf	No skinned area
----------------	--------------------	-----------------

EXHIBIT "A-2" - RATE SCHEDULE

RATES PER SCOPE OF SERVICES:

Service Location	Monthly Fee:	Qty	Total Annual Cost
1) NW Complex Field #1		12	
2) NW Complex Field #2		12	
3) NW Complex Field #3		12	
4) NW Complex Field #4		12	
5) NW Complex Field #5		12	
6) Manzo Field		12	
7) Memorial Field		12	
8) Sunset Ridge		12	
9) Howard Park		12	
TOTAL ANNUAL COST ALL INCLUSIVE FOR ALL FIELDS:			

AS-NEEDED ADDITIONAL SERVICES:

ADDITIONAL FERTILIZATION: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL INCESTICIDE: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL HERBICIDE: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL FUNGICIDE: PRICE PER SQUARE FOOT (SF) \$ _____

ADDITIONAL TOPDRESSING: PRICE PER CUBIC YARD (CY) \$ _____

ADDITIONAL SOIL TESTING: PRICE PER EACH TEST (EA) \$ _____

EXHIBIT "A-3" – LIST OF EQUIPMENT

Respondents are required to list below all equipment that will be used on this project. Equipment age must be provided.

Type of Equipment

Year

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.

END OF SCOPE OF WORK

EXHIBIT "B"

RFP# 23-201 Sports Turf Maintenance Services

CITY CAMPAIGN CONTRIBUTION STATEMENT

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

Respondent to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[☐] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[☐] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT "C"

RFP# 23-201 Sports Turf Maintenance Services

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature: _____
Signature

Print Name

Title: _____

Physical
Address: _____
Street

City State Zip Code

Telephone: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent.

State of Incorporation: _____

EXHIBIT "D"

RFP# 23-201 Sports Turf Maintenance Services

SIMILAR PROJECTS

List three (3) similar projects successfully completed in the past five (5) years by the firm who will be managing the project.

Completed Project #1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

EXHIBIT "E"

RFP# 23-201 Sports Turf Maintenance Services

REFERENCES

List below, or on an attached sheet, list references per RFP requirements for providing sports turf maintenance services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied. Respondents shall not use City's employees as their references.

REFERENCE #1

Name of Client: _____

Address: _____

Phone: (_____)_____ E-Mail: _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone: (_____)_____ E-Mail: _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone: (_____) _____ E-Mail: _____

Contact Person: _____ Title: _____

Description of services: _____

EXHIBIT "F"

RFP# 23-201 Sports Turf Maintenance Services

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "G"

RFP# 23-201 Sports Turf Maintenance Services

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

Name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2023, by _____, as the _____ [title] of _____ [vendor's name], a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "H"

RFP# 23-201 Sports Turf Maintenance Services

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this RFP.

The undersigned Respondent, hereby claims the following preference:

- ☐ Veteran Business Enterprise
- ☐ Small Business
- ☐ Local Business

Documentation to support a Respondent as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the RFP and attached to this form. Documentation submitted after the bid deadline will be rejected.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____



FINANCE DEPARTMENT
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

NOTICE OF INTENT TO AWARD

TO: All Interested Parties
FROM: Valentina Sustaita, Asst. Finance Director – Purchasing
DATE: April 10, 2023
REF: RFP#23-201 Sports Turf Maintenance Services
SUBJECT: Notice of Intent to Award

Based on the results and the thorough review of the proposals submitted in response to the above-referenced solicitation, the City of Lake Worth Beach has determined that **Florida ULS Operating LLC dba Haverland AG Innovations** is of the best value to the City and is being recommended for award of this solicitation. The effective date of this posting is April 10, 2023.

The City will be advising you of the required documents needed so that contract documents can be completed and prepared for the Commission approval.

If you have any additional questions, feel free to contact me via email, at purchasing1@lakeworthbeachfl.gov. If you are unable to contact me via email, please call at (561) 586-1770.

Attachment: RFP#23-201Sports Turf Maintenance Services Evaluation Results

City of Lake Worth Beach
Evaluation Matrix

RFP#23-201 Sports Turf Maintenance Services

Evaluation Criteria Score Sheet:		Weight	RANKED:		
			2	1	3
			BrightView Landscape Services, Inc.	Florida ULS Operating LLC dba Haverland AG Innovation	World Sports Turf & Marketing, LLC
1	Responsiveness to RFP	20	53	58	54
2	Cost Effectiveness	20	53	59	43
3	Successful Experience and Qualification of the Firm and Staff	35	93	105	88
4	Similar Projects and References	15	35	45	25
5	Veteran Business Enterprise, Small Business and Local Business Preference	5	0	0	0
6	Default, Termination, Litigation, Debarment, etc.	5	15	0	15
Total Points Received:			249	267	225
Exhibit "A-2" - Rate Schedule			Submitted	Submitted	Submitted
Exhibit "A-3" - List of Equipment			Submitted	Submitted	Submitted
Exhibit "B" - City's Campaign Contribution Statement			Submitted	Submitted	Submitted
Exhibit "C" - Respondent Information Form			Submitted	Submitted	Submitted
Exhibit "D" - Similar Projects			Submitted	Submitted	Submitted
Exhibit "E" References			Submitted	Submitted	Submitted
Exhibit "F" Drug Free Workplace Form			Submitted	Submitted	Submitted
Exhibit "G" Scrutinized Companies Certification			Submitted	Submitted	Submitted
Exhibit "H" Veteran Business Enterprise, Small Business and/or Local Business Preference			requested/ does not meet LWB requirement	requested/ does not meet LWB requirement	n/a
default, termination, litigation statement			Submitted	Not Submitted	Submitted
			Business located at Loxahatchee	Business located at Boynton per documentation provided	



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Public Works

ITEM #6: Agreement for Professional Services - Engenuity Group Inc. - Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136 (Task Order No. 310)

SUMMARY: The Public Works Department is requesting approval of Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136 for professional services (i.e., bidding services) for Davis Road Bridge Repair over LWDD Canal L-10 - Project No. 6001.136 (Task Order No. 310).

The Village Council is requested to authorize funding to support all requisite professional engineering services and all related tasks to the Davis Road Bridge Repair over LWDD Canal L-10 project to be completed by Engenuity Group Inc., the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

:

Engenuity	Civil Engineering Construction	\$ 9,500
Engenuity	Construction Phase Services	\$ 4,500
Alan Gerwig	Structural Engineering	\$ 13,000
Alan Gerwig	Construction Phase	\$ 9,000
	TOTAL	\$ 36,000

On August 29, 2023, Engenuity Group Inc. submitted a proposal for Professional Services to complete Project No. 6001.136 (Davis Road Bridge Repair over LWDD Canal L-10) Task Order No. 310.

Engenuity Group Inc. will utilize Alan Gerwig & Associates, Inc., as a sub-consultant for the structural component of this project. Both Engenuity Group Inc. and Alan Gerwig & Associates, Inc., are requesting the assignment of this agreement with the Village of Palm Springs.

The proposed work authorization has been prepared by Engenuity Group Inc. and reviewed by the Village Attorney, the Assistant Public Works Director, the Assistant Village Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support the proposed work authorization in the amount of \$36,000 is available within the FY 2024 Budget GL Account #01441-56300.

ATTACHMENTS:

1. Task Order No. 310 - Engenuity Proposal - FY24



Celebrating 45 Years of Excellence
engenuity
group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

August 29, 2023

Mr. Michael Wood
Public Works Supervisor
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Sent Via E-Mail: mwood@vpsfl.org)

**Re: Professional Engineering Services
Davis Road Bridge repair over LWDD Canal L-10
Palm Springs, Fl.
Engenuity Group Project No. 6001.136**

Dear Mr. Wood:

We are pleased to offer this proposal to render additional professional civil engineering and structural engineering services in connection with the repair of the Davis Road Bridge over the LWDD L-10 Canal, (hereinafter called the "Project"). Based on the previous report by Engenuity/Gerwig, the Village has decided to choose the "Repair" alternative for the damaged bridge railing.

Engenuity Group, Inc. will provide construction documents addressing guardrail, sidewalk and pavement markings, all as set forth in Exhibit "A" which is attached.

Structural Engineering Services-

Alan Gerwig & Assoc, Inc.

We will utilize Alan Gerwig & Assoc, Inc., as a sub consultant, for the structural component of this project. Their proposal with scope of work and fee is also attached.

Our services as set forth in Exhibits "A" and "B" will be provided for **on a lump sum basis of \$36,000.00**, based on the following distribution of compensation:

A. Civil Engineering Construction Documents (Engenuity)	\$9,500.00
B. Construction Phase Services (Engenuity)	\$4,500.00
C. Structural Engineering Construction Documents (Gerwig)	\$13,000.00
D. Construction Phase Services (Gerwig)	\$9,000.00

The total fee does not include the payment of any governmental agency submittal or processing fees. The cost of printing, reproduction, facsimile, mileage, and postage are included in our hourly rates.

Our services will be invoiced on a monthly basis for work completed to date. Invoices shall be paid in full by the Village of Palm Springs (OWNER) per the "Agreement for Professional Services" dated March 10, 2016.

2023 08-29 Proposal
Project No. 6001.136
Page 1 of 2

This proposal and Exhibits represent the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, we would appreciate you signing both copies of this proposal where provided and returning one copy to us.

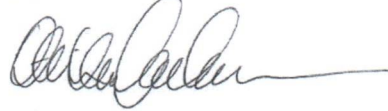
PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT

Sincerely,



Adam C. Swaney, P.E.
Director of Engineering

Approved by,



Keith B. Jackson, P.E.
Vice President

Enclosures

Accepted this ____ day of
_____, 2023.

Village of Palm Springs

By: _____ (Owner)

EXHIBIT "A"

DAVIS RD. BRIDGE REPAIR OVER L-10 CANAL PALM SPRINGS, FL Engenuity Group Project No. 6001.136

ENGINEER'S SERVICES:

A1.01 Construction Documents:

- A. Prepare construction plans addressing the guardrail connections and tapers; concrete sidewalk repairs and roadway pavement markings and signage to accommodate the railing repairs.
- B. Coordinate with Alan Gerwig's office to facilitate construction drawings.

A1.02 Bid Coordination

- A. Assist ARCHITECT/ OWNER in obtaining and reviewing bids for the Work.

A1.03 Construction Phase Services

- A. *Preconstruction Conference.* Attend a Preconstruction Conference prior to commencement of Work at the Site.
- B. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:
 - 1. Make no more than seven (7) visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, are not intended to be exhaustive or to extend to every aspect of CONTRACTOR'S work in progress or to involve detailed inspections of CONTRACTOR'S work in progress beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of Work.

2. ENGINEER will not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct, or have control over CONTRACTOR'S work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.
- C. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- D. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.
- E. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.
- F. *Inspections and Tests.* Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of

such tests. Field testing of materials is not included in ENGINEER'S scope of services.

G. *Record Drawings.* Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.

H. *Completion of Construction Certifications.* Prepare construction completion certifications and submit to the following agencies:

1. Village of Palm Springs

I. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.

J. *Final Notice of Acceptability of the Work.* Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.

K. *Contract Time.* ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR'S work. ENGINEER'S services are based on a construction Contract Time of ninety (90) calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

A1.04 This proposal does not include the following:

A. The design of any roadway or utility improvements.

B. Application for any agency permits.

C. Design of landscaping, irrigation, and lighting.

D. Coordination of new or relocated electrical, gas, telephone, and TV services.

E. Environmental Analysis or design including wetlands, uplands, or contamination.

F. Traffic Analysis or Study.

G. Geotechnical Analysis.

12798 W. Forest Hill Boulevard
Suite 201
Wellington, FL 33414
Phone: (561) 792-9000
Fax: (561) 792-9901
CA No. 7969

Alan Gerwig & Associates, Inc.

Consulting Engineers



August 20, 2023

Keith Jackson, P.E.
Enginuity Group
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Re: Davis Road Bridge over the LWDD L-10 Canal
Traffic Railing Repair Design

Dear Mr. Jackson:

Alan Gerwig & Associates (AGA) ("Consultant") is pleased to submit this letter of agreement ("Agreement") for providing professional engineering services to Enginuity Group, ("Client") for the above referenced project. Our project scope of services and fees are as follows.

Scope of Professional Service:

Prepare a set of construction documents to address the repair of the concrete traffic railing on the east side of the bridge deck. The repair approach will be to adopt the FDOT index 521-482 design standard which will result in the construction of a vertical concrete traffic railing being constructed at the existing curb line of the bridge. The damaged traffic railing will be removed, and the bridge deck/sidewalk will be restored. An aluminum handrail will be specified to be attached to the edge of the existing bridge deck for the protection of pedestrian traffic on the bridge as detailed in FDOT Index 515-051. New guardrail will be necessary on each bridge approach to attached to the retrofit traffic barrier and transitioned away from the bridge to achieve proper clear zone protection for vehicular traffic. Minor roadway striping and replacement of a short segment of existing sidewalk on the approach may be necessary. The guardrail, sidewalk replacement and striping plans will be addressed in the civil plans prepared by Enginuity Group. AGA will coordinate with Enginuity Group on the guardrail attachment to the concrete traffic barrier.

Construction observation services will be provided to assist the Village in bidding, awarding and construction of the improvements. These services include the following:

- Attending one prebid meeting
- Provide responses to requests for information during bidding process and construction
- Attend preconstruction meeting
- Perform six (6) site visits during construction at prescribed inspection intervals

- Perform final inspection and issue substantial completion certification of the bridge repair construction.

Lump Sum Fees:

Construction Documents	\$13,000.00
Construction Observation	\$9,000.00

Additional Services: Professional services required by the Client not specifically included above will be deemed Additional Services. An Amendment can be made to this Agreement to increase the not to exceed amount or the services will be performed at an hourly rate as indicated below:

Principal	\$250.00
Senior Project Manager	\$195.00
Senior Project Engineer	\$175.00
Project Engineer	\$160.00
Engineer	\$135.00
Designer	\$110.00
Clerical	\$75.00

Reimbursable Expenses:

Reimbursable expenses for mileage and will be billed at the Federally approved rates.

Standard General Conditions

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard General Conditions. The term "the Consultant" shall refer to Alan Gerwig & Associates, Inc., and the term "the Client" shall refer to Engenuity Group, Inc. If you agree and wish to direct us to precede with the services, please sign and return a scanned copy.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,



Alan L. Gerwig, P.E., LEED A.P., President
Alan Gerwig & Associates, Inc.

Agreed to this ____ day of _____, 2023

Keith Jackson, P.E.
Engenuity Group

ALAN GERWIG & ASSOCIATES, INC.

STANDARD GENERAL CONDITIONS

1. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
 - a. Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
 - b. Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the "Scope of Services"), data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations; all of which Consultant may use and rely upon in performing services under this Agreement.
 - c. Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in "Scope of Services").
 - d. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
 - e. Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - f. Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.
 - g. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
 - h. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or nonconformance in any aspect of the Project.
 - i. Bear all costs incident to the responsibilities of the Client.
2. **Period of Services.** This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work in a timely manner after receipt of a fully executed copy of this Agreement and will complete the Services described in "Scope of Services" within a reasonable length of time. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.
3. **Compensation for Services.**
 - a. The Consultant's compensation shall be as stated herein, unless otherwise provided in "Scope of Services". The Client shall pay the Consultant an amount based upon the Consultant's

then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, facsimiles, word processing, and postage. Other direct expenses will be billed at 1.15 times cost.

- b. If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the Scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.
- c. The Client shall also be invoiced for and shall pay to the Consultant all taxes, if any, whether state, local, or federal levied with respect to amounts paid hereunder.

4. **Method of Payment.**

- a. Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Client is also responsible for payment of any taxes, including sales tax. When the Consultant's compensation is on a lump sum fee basis, the invoices will be based upon the portion of total Services performed at the time of billing. If the Consultant's compensation is on an hourly basis, the invoices shall be based on time expended in providing the Services. Payment of each such invoice will be due within 25 days of receipt. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until it has been paid in full all amounts due.
- b. If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing.
- c. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

5. **Use of Documents.** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's

authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

6. **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
7. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is determined on an hourly basis, the amount payable to the Consultant shall be based on the time spent and expenses incurred on the Project to the effective date of termination. If the Consultant's compensation is a lump sum, the amount payable to the Consultant will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.
8. **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
9. **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein of its performance of services, and it is agreed that the Consultant is not a fiduciary of the Client.
10. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and sub consultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the

Consultant's officers, directors, employees, agents, and sub-consultants shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

11. **Certifications.** The Consultant shall not be required to execute any certifications or other documents that might increase the Consultant's risk or affect the availability or cost of its insurance.
12. **Dispute Resolution.** All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
13. **Construction Phase Services.**
 - a. If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insured's under the contractor's general liability insurance policy.
14. **Hazardous Substances.**
 - a. Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.
 - b. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous

substance or condition is eliminated. The parties shall decide if Consultant is to proceed with the services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

- c. Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.
15. **Assignment and Subcontracting.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent sub-consultants.
16. **Confidentiality.** The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
17. **Pursuant to Florida Statute 58.0035, an individual employee or agent may not be held individually liable for negligence**

END OF AGREEMENT FOR SERVICES



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Administration

ITEM #7: Amended Temporary Construction Easement Agreement

SUMMARY: The Village and Faith Presbyterian approved an access drive between Cypress Lane and the church parking lot being created while the Police Department undergoes expansion. The Village will install appropriate signage striping and indemnify the church against any resulting issues that may arise from this use.

On September 27, 2023, the Council approved a Temporary Construction Agreement with Faith Presbyterian. The original Temporary Construction Easement Agreement terminates twenty-four (24) months after the effective date or upon completion of the Project, whichever is sooner.

In the amended Temporary Construction Easement agreement, the Village or Faith Presbyterian Church may terminate the Temporary Construction Easement by giving sixty (60) days' written notice to the other party.

FISCAL IMPACT:

ATTACHMENTS:

1. Amended Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted, and entered into this 23 day of October, 2023, by FAITH PRESBYTERIAN CHURCH OF THE VILLAGE OF PALM SPRINGS, INC., a Florida not for profit corporation ("Grantor"), in favor of THE VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("Grantee").

WHEREAS, Grantor is the fee simple owner of certain real property located in Palm Springs, Florida, generally located at 275 Alemeda Drive, Palm Springs, Florida, 33461 and as more particularly described as: that portion of Tract "B", Block 60, Village of Palm Springs Public Plaza, in Plat Book 26, Page 63, of the public records of Palm Beach County, Florida, lying East of a line that is parallel to and 140 feet East of the West line of said Tract "B", containing 4.16 acres, more or less, and lying and being in the Village of Palm Springs, Palm Beach County, Florida (the "Property"); and

WHEREAS, Grantee plans to construct improvements on adjacent property that Grantee owns and which is used as a police department and a fire station (the "Project"); and

WHEREAS, construction of the Project necessitates the temporary closure of a parking lot on Grantee's property and a portion of Cypress Lane; and

WHEREAS, Grantee seeks a Temporary Construction Easement from Grantor to utilize a portion of the Property described in Exhibit "A", attached hereto and incorporated herein ("Easement Premises"), as (1) a parking lot for police and fire personnel (the "Personnel") and police and fire vehicles, trucks, trailers, and paramedic units (the "Equipment"); (2) for the ingress and egress of said Personnel and Equipment (including, but not limited to, for emergency purposes with lights and sirens on) originating from Grantee's property or the Easement Premises and for access to Dolan Road/Alemeda Drive and for the return to Grantee's property or the Easement Premises (the "Easement Uses"); and

WHEREAS, Grantee seeks the exclusive use of the Easement Premises for the Easement Uses; and

WHEREAS, Grantee seeks to make certain alterations and improvements to the Easement Premises to facilitate the Easement Uses; and

WHEREAS, Grantee has requested the Temporary Construction Easement for a period of twenty-four (24) months from the Effective Date; and

WHEREAS, Grantor is willing to grant such Temporary Construction Easement.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantor in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, a Temporary Construction Easement as follows:

1. **Recitals.** The foregoing recitals are incorporated into this Temporary Construction Easement and made a part hereof.

2. **Grant of Easement.** Grantor grants to Grantee an exclusive Temporary Construction Easement on, over, through, and across the Easement Premises as shown and described in Exhibit "A" and under the conditions set forth herein for the Easement Uses. The Temporary Construction Easement shall terminate twenty-four (24) months after the Effective Date, or upon completion of the Project, whichever is later. **Notwithstanding the foregoing, the Grantor or Grantee shall have the right to terminate the Temporary Construction Easement upon sixty (60) days' written notice to the other party. The Grantee shall surrender the Easement Premises as set forth herein no later than the end of the sixty (60) days' notice timeframe unless otherwise agreed in writing by the parties. Once surrendered, the Grantee shall record a notice of termination of the Temporary Construction Easement in the official records in and for Palm Beach County, Florida.**

3. **Right of Usage.** Grantee shall have the exclusive right to utilize the Easement Premises for the Easement Uses at all times. Grantor will retain the exclusive right to use the parking aisle depicted on Exhibit "A".

4. **Alterations and Improvements.** Grantee shall be permitted to make the following alterations or improvements to the Easement Premises: to remove fencing and landscaping; to relocate Grantor's dumpster to a location mutually agreed upon by Grantor and Grantee; to install and maintain additional lighting; and to install and maintain additional security cameras. Grantee shall not be entitled to make any alterations or construct any improvements within the Easement Premises other than those identified herein, except as specifically approved by Grantor in advance and in writing. All alterations and improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes, and ordinances.

5. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Premises, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Premises.

6. **Maintenance, Repair, and Restoration.** Grantee shall be solely responsible for and shall maintain and repair at its sole cost and expense the Easement Premises and all alterations and improvements currently existing or constructed hereafter therein during the term of this Temporary Construction Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements, fencing, or landscaping now existing or constructed or installed hereinafter within the Easement Premises to their prior condition or better, using materials of like kind and quality or better.

7. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the Grantor's use of the Grantor's Property.

8. **Personal Property.** Grantor shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises.

9. **Insurance.** Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, ("Statute"), the Grantee represents that it is insured with coverage subject to the limitations of the Statute, as may be amended.

To the extent Grantee is not self-insured, Grantee shall, at its sole expense, purchase and maintain in full force and effect at all times during the duration of this Temporary Construction Easement, insurance coverage at limits not less than those contained in the Statute.

The Grantee agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Grantee contract with a third-party ("Contractor") to perform any service related to this Temporary Construction Easement, Grantee shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Grantee and Grantor as Additional Insureds. Grantee shall also require that the Contractor include a Waiver of Subrogation against Grantor.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Grantee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Grantee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the Grantor.

10. Indemnification. Subject to Grantee's right to sovereign immunity and the limitation on damages as set forth in section 768.28, Florida Statutes, Grantee, its successors and assigns shall indemnify, defend and hold the Grantor harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the Grantee's exercise of the rights granted hereby and use of this Temporary Construction Easement, including loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes. Nothing in this Temporary Construction Easement shall be construed as Grantee's consent to be sued by a third party nor as Grantee's agreement to indemnify the Grantor or any third party for their negligent acts, omissions, wrongful acts, or misconduct.

11. No Dedication. The grant of Temporary Construction Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

12. Time of Essence. The parties expressly agree that time is of the essence in this Temporary Construction Easement.

13. Matters of Record. Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

14. Rent. Grantee shall not be required to pay rent for the use of the Easement Premises. However, Grantee may elect to make donations to Grantor from time to time.

15. Construction. The terms of this Temporary Construction Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Temporary Construction Easement and the same shall remain in full force and effect.

16. Entire Understanding. This Temporary Construction Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Temporary Construction Easement.

17. Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Grantee:

Village of Palm Springs
Attention: Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

Grantor:

Faith Presbyterian Church of the Village of Palm Springs, Inc.
Attn: Reverend Dr. Daris Bultena, General Presbyter and Stated Clerk
275 Alameda Drive
Palm Springs, FL 33461

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

18. Governing Law & Venue. This Temporary Construction Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Temporary Construction Easement shall be exclusively in a state court of competent jurisdiction in Palm Beach County, Florida.

19. **Prohibition Against Assignment.** This Temporary Construction Easement may not be assigned by Grantee.

20. **No Third-Party Beneficiary.** No provision of this Temporary Construction Easement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Temporary Construction Easement, including but not limited to any citizens of Grantee or employees of Grantee.

21. **Effective Date of Easement.** This Temporary Construction Easement is expressly contingent upon the approval of the Grantee's Village Council and shall become effective on the date it is signed by the Grantee's Mayor.

22. **Reservation of Rights.** Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein.

23. **Waste or Nuisance.** Grantee shall not commit or suffer to be committed any waste upon the Easement Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Easement Premises or which may affect Grantor's fee interest in the Easement Premises. Grantee shall keep access to the Easement Premises, the parking areas, driveways, and other contiguous areas to the Easement Premises free and clear of obstruction.

24. **Governmental Regulations.** Grantee shall, at Grantee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Grantee or its use of the Easement Premises, and shall faithfully observe in the use of the Easement Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Grantee's use of the Easement Premises.

25. **Surrender of Premises.** Upon termination of the use of the Easement Premises by the Grantee, Grantee, at its sole cost and expense, shall remove all of its personal property from the Easement Premises and shall surrender the Easement Premises to the Grantor in at least the same condition or better the Easement Premises were in at the start of each period of use.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

GRANTOR:

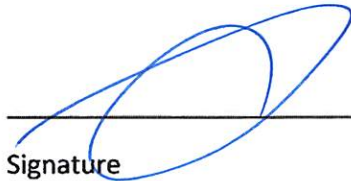
Signed, sealed, and delivered in the presence of:

Faith Presbyterian Church of the Village of Palm Springs, a Florida

not for profit corporation,


Signature

George M. Lewis
Print name of witness

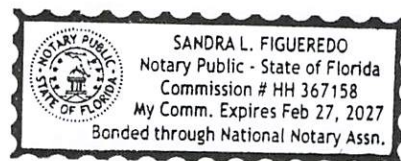

Signature

Susan Carpenter
Print name of witness

By: 

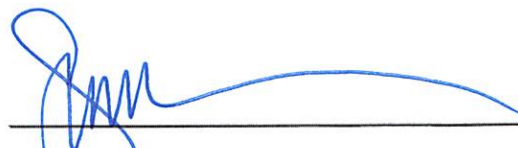
DARIS BULTENA
Print name

(SEAL)



The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23 day of OCTOBER, 2023, by DARIS BULTENA,
✓ of Faith Presbyterian Church of the Village of Palm Springs, a Florida not for profit corporation, (
✓) who is personally known to me OR () who has produced _____ as
identification and who () did (_____) did not take an oath.

(Notary Seal)


Notary Public, State of Florida

GRANTEE:

Signed, sealed, and delivered in the presence of:

VILLAGE OF PALM SPRINGS, a Florida
municipal corporation,

Signature

By: _____
Bev Smith, Mayor

Print name of witness

Approved as to form and legal sufficiency:

Signature

Glen J. Torcivia, Village Attorney

Print name of witness

(SEAL)

ATTEST:

Kimberly Wynn, Village Clerk

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Bev Smith, the Mayor of the Village of Palm Springs, a Florida municipal corporation, (_____) who is personally known to me OR (____) who has produced _____ as identification and who (____) did (____) did not take an oath.

(Notary Seal)

Notary Public, State of Florida

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, worldwide an estimated 39 million people are living with HIV, and an estimated 1.3 million new infections occurred in 2022, which is an estimated 3,500 new infections every day; and

WHEREAS, worldwide an estimated 14% of persons with HIV (PWH) don't know their status, and only an estimated 76% of PWH who need life-saving antiretroviral therapy (ART) are currently accessing those medications; and

WHEREAS, the global spread of HIV necessitates a worldwide effort to increase communication, education, and action to stop the spread of HIV; and

WHEREAS, the Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as "**World AIDS Day**", and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination, and zero AIDS-related deaths; and

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

WHEREAS, clinical evidence has firmly established that PWH who achieve and maintain an undetectable viral load by taking ART daily as prescribed cannot sexually transmit the virus to others, and this is known as U=U or Undetectable=Untransmittable; and

WHEREAS, the global World AIDS Day theme for 2023 is "Let Communities Lead"; and

WHEREAS, in Palm Beach County more than 8,600 persons are living with HIV, and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

NOW, THEREFORE, I BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, do hereby proclaim "**World AIDS Day**" on December 1, 2023; and urge all residents of the Village of Palm Springs to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.



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

Mayor **Beverly Smith**

Date **November 9, 2023**



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Administration

ITEM #9: Update on the Parks and Recreation Masterplan

FISCAL IMPACT:

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Administration

ITEM #10: Approval of TPA - Alternate Member Appointment

SUMMARY: The Transportation Planning Agency (TPA) Board is responsible for transportation planning in Palm Beach County, Florida.

Vice-Mayor Joni Brinkman serves as the Council's appointment to the TPA Board.

Council Member Doug Gunther previously served as an alternate member on the TPA. Due to his resignation, a vacancy was created.

The Council is requested to appoint a council member to serve as the Alternate on the TPA Board.

FISCAL IMPACT:

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

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #11: Resolution No. 2023-51 - Final Plat - Oxygen Development - 1525 South Congress Avenue

SUMMARY: Mr. Marty R. A. Minor from Urban Design Studio, has filed a final plat to re-plat the Oxygen Development plat as recorded in Plat Book 112 page 179 of Public Records of Palm Beach County, Florida. The applicant is proposing to join eight (8) parcels of land together with the abandoned right-of-way of Dalinda Lane totaling 17.826 acres into a unified plat consistent with the site plan approved by the Village Council (Resolution No. 2023-03 - January 12, 2023).

The Village's Surveyor, Craven Thompson & Associates Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The final plat is consistent with the preliminary plat that was approved by the Village Council (Resolution No. 2023-13 - April 13, 2023). Resolution No. 2023-51 was advertised in the Lake Worth Herald, October 26, 2023.

If approved, the final plat will be recorded in the public records of Palm Beach County prior to the issuance of a certificate of occupancy for the new warehouse building.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed final plat; however, it will assist in facilitating the development of the property.

ATTACHMENTS:

1. Resolution No. 2023-51 - Final Plat - Oxygen Development II - 1525 S. Congress Ave
2. Oxygen Development II Plat
3. Compliance Letter from Surveyor
4. Aerial and Location Maps

RESOLUTION NO. 2023-51

A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING AN APPLICATION SUBMITTED BY MARTY R. MINOR WITH URBAN DESIGN STUDIO AGENT ON BEHALF OF THE “APPLICANT”, OXYGEN DEVELOPMENT II FOR PARCELS TO A UNIFIED PLAT AT 1525 SOUTH CONGRESS AVENUE, GENERALLY WEST OF SOUTH CONGRESS AVENUE, EAST OF DAVIS ROAD, AND NORTH OF FOREST HILL BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Marty R. Minor, with Urban Design Studio and agent for Oxygen Development II (“Applicant”), has filed a final plat application to re-plat the Oxygen Development II parcels to a unified plat at 1525 South Congress Avenue, generally west of South Congress Avenue, east of Davis Road, and north of Forest Hill Boulevard; and

WHEREAS, the proposed plat complies with all Platting Regulations set forth in Chapter 177, Florida Statutes; and

WHEREAS, prior to final plat approval, a Declaration of Easements, Covenants and Restrictions document shall be provided to the Village for review and approval, which will address responsibilities for each parcel owner in terms of access, utilities, parking, maintenance, and drainage.

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

Section 1. The Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant to join eight (8) parcels of land together with the abandoned right-of-way of Dalinda Lane totaling 17.826 acres into a unified plat consistent with the site plan approved by the Village Council (Resolution No. 2023-03 - January 12, 2023) same having been heard in Regular Session on November 9, 2023 having been otherwise fully apprised of the premises herein, and having determined that the final plat conforms to the applicable requirements of Chapter 34 of the Village Code; hereby approves the final plat, which is incorporated herein by

Resolution No. 2023-51 – 1525 South Congress Avenue – Oxygen Dev II
reference.

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

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

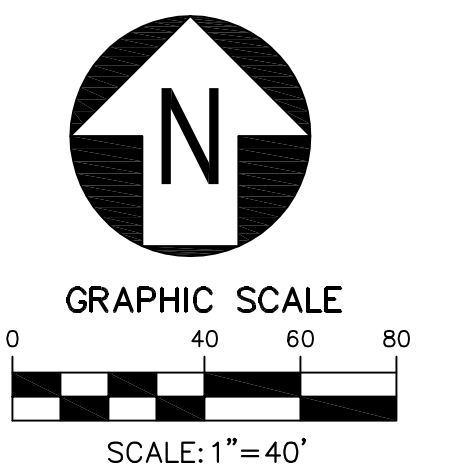
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 1 OF 4

KNOW ALL MEN BY THESE PRESENTS THAT OXYGEN HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PARCELS OF LAND SHOWN HEREON AS OXYGEN DEVELOPMENT 11, AND BEING A RE-PLANT OXYGEN DEVELOPMENT RE-PLANT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A LOT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE MAP OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 4



THIS INSTRUMENT PREPARED BY C. ANDRE RAYMAN, P.S.M. LS#4938 STATE OF FLORIDA.
 ENGENUITY GROUP, INC. ENGINEERS, SURVEYORS AND GIS MAPPERS
 1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409.
 CERTIFICATE OF AUTHORIZATION NO. LB0006603

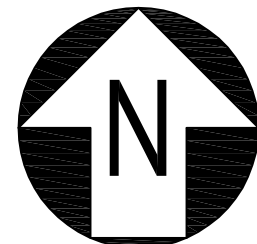
A Higher Standard of Excellence
engenuity group inc.
 ENGINEERS • SURVEYORS • GIS MAPPERS

SHEET
2/4
JOB NO.
7045.01

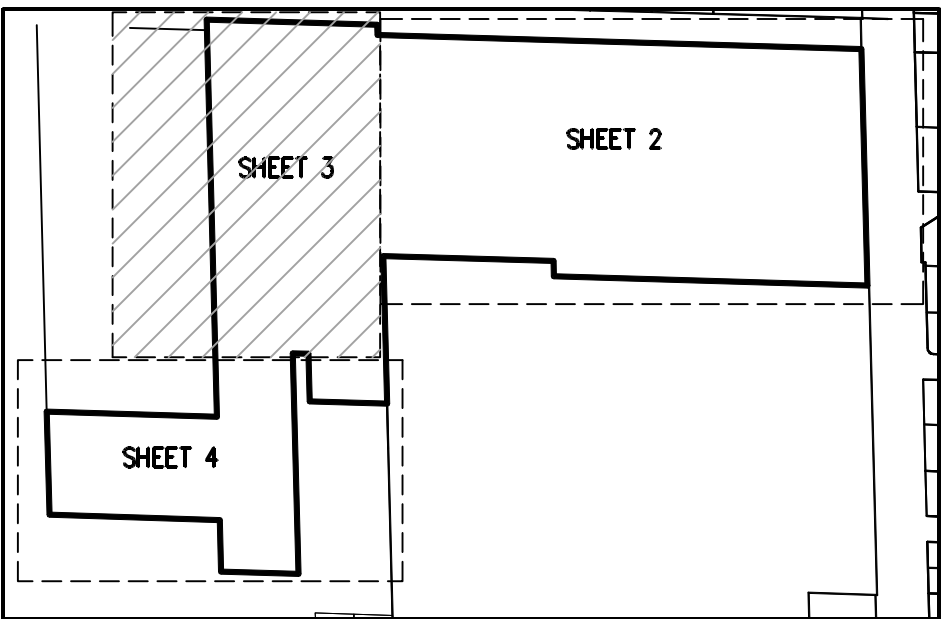
1280 N CONGRESS AVE, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390
WWW.ENGUITYGROUP.COM

OXYGEN DEVELOPMENT II

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 3 OF 4



GRAPHIC SCALE
0 40 60 80
SCALE: 1"=40'



KEY SHEET

TRACT	AREA
LAKE TRACT	1.769 ACRES
DRY RETENTION TRACT	0.483 ACRES
TRACT 6	14.866 ACRES
TRACT 8	0.589 ACRES
TRACT R/W-1	0.098 ACRES
TRACT R/W-2	0.021 ACRES
TOTAL AREA	17.826 ACRES

LEGEND

R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
(M)	MEASURED
ORB	OFFICIAL RECORD BOOK
L.A.E.	LIMITED ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
C.B.	CHORD BEARING
P.R.C.	POINT OF REVERSE CURVATURE
PB	PLAT BOOK
PG	PAGE
P.B.C.U.E.	PALM BEACH COUNTY UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
CL	CENTER LINE
□	EXISTING PERMANENT REFERENCE MONUMENT LB#6603
●	SET PERMANENT REFERENCE MONUMENT LB#6603
●	SET MAG NAIL & DISC STAMPED PRM LB#6603
N.R.	NON-RADIAL
LWDD	LAKE WORTH DRAINAGE DISTRICT
N.T.S.	NOT TO SCALE
LBE	LANDSCAPE BUFFER EASEMENT

THIS INSTRUMENT PREPARED BY C. ANDRE RAYMAN, P.S.M. LS#4938 STATE OF FLORIDA.
ENGENUITY GROUP, INC. ENGINEERS, SURVEYORS AND GIS MAPPERS
1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409.
CERTIFICATE OF AUTHORIZATION NO. LB0006603

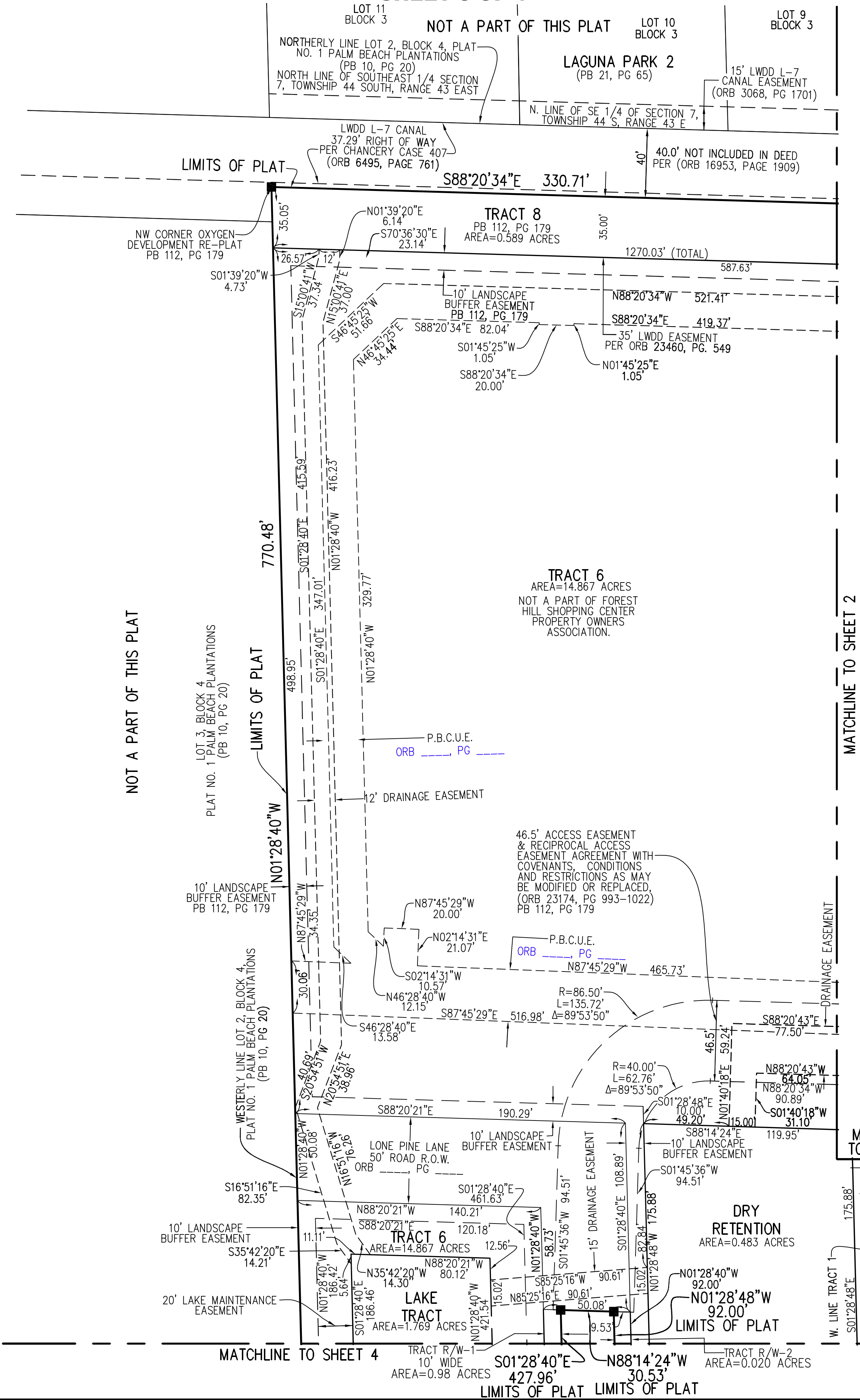
OXYGEN DEVELOPMENT II



1280 N CONGRESS AVE, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390
WWW.ENGENUITYGROUP.COM

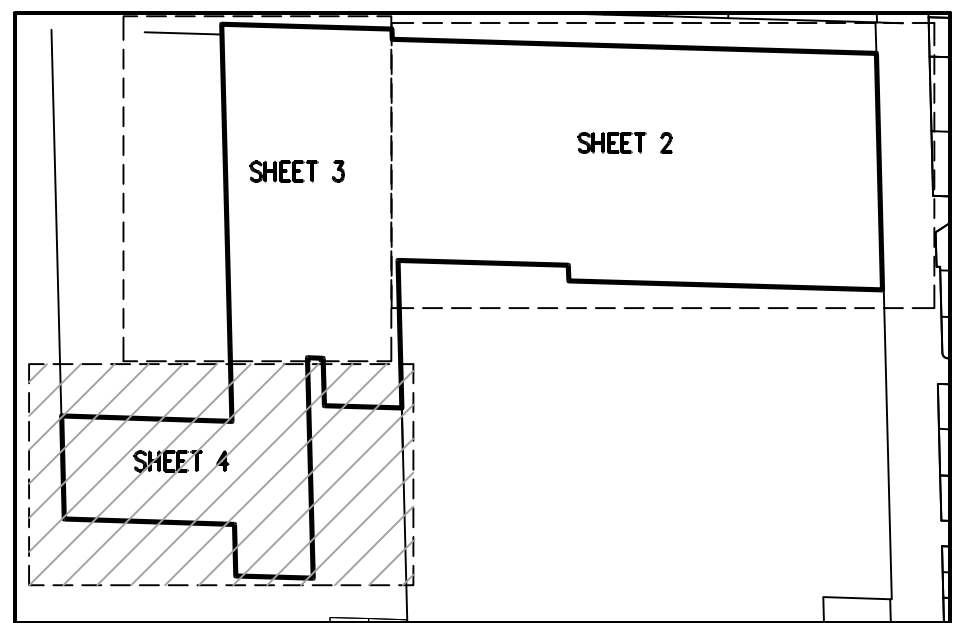
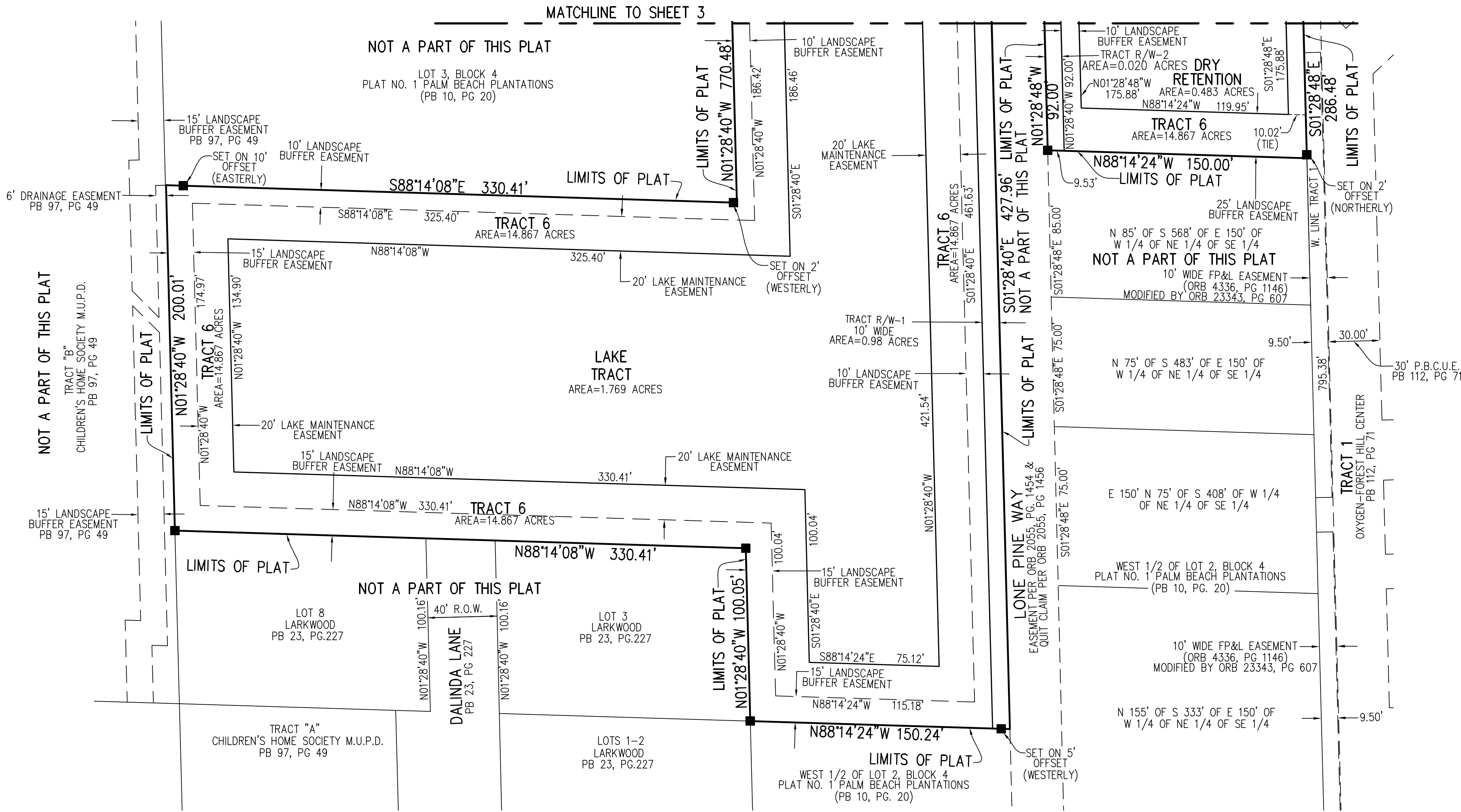
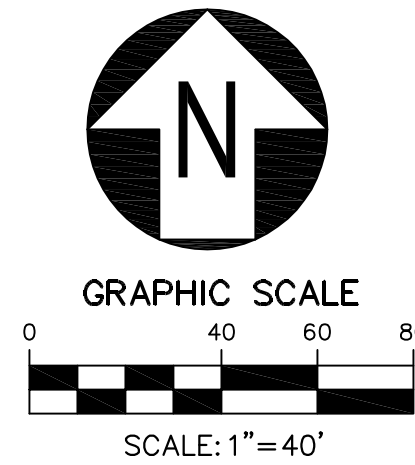
DATE	9/14/2023
SCALE	1" = 40'
CAD FILE	7045.01
DRAWN	JCM
CHECKED	CAR

SHEET NO.	3/4
JOB NO.	7045.01



OXYGEN DEVELOPMENT II

BEING A RE-PLAT OF OXYGEN DEVELOPMENT RE-PLAT AS RECORDED IN PLAT BOOK 112, PAGE 179, AND ALSO BEING A TRACT OF LAND IN LOT 2, BLOCK 4 OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST ACCORDING TO THE PLAT OF PALM BEACH PLANTATIONS AS RECORDED IN PLAT BOOK 10, PAGE 20 AND BEING LOTS 4-7 OF THE PLAT OF LARKWOOD AS RECORDED IN PLAT BOOK 23, PAGE 227 ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
SHEET 4 OF 4



KEY SHEET

TRACT	AREA
LAKE TRACT	1.769 ACRES
DRY RETENTION TRACT	0.483 ACRES
TRACT 6	14.866 ACRES
TRACT 8	0.589 ACRES
TRACT R/W-1	0.098 ACRES
TRACT R/W-2	0.021 ACRES
TOTAL AREA	17.826 ACRES

LEGEND

R	RADIUS
L	ARC LENGTH
Δ	DELTA ANGLE
(M)	MEASURED
ORB	OFFICIAL RECORD BOOK
L.A.E.	LIMITED ACCESS EASEMENT
R.O.W.	RIGHT-OF-WAY
C.B.	CHORD BEARING
P.R.C.	POINT OF REVERSE CURVATURE
PB	PLAT BOOK
PG.	PAGE
P.B.C.U.E.	PALM BEACH COUNTY UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
CL	CENTER LINE
□	EXISTING PERMANENT REFERENCE MONUMENT LB#6603
●	SET PERMANENT REFERENCE MONUMENT LB#6603
●	SET MAG NAIL & DISC STAMPED FRM LB#6603
N.R.	NON-RADIAL
LWDD	LAKE WORTH DRAINAGE DISTRICT
N.T.S.	NOT TO SCALE
LBE	LANDSCAPE BUFFER EASEMENT

THIS INSTRUMENT PREPARED BY C. ANDRE RAYMAN, P.S.M. LS#4938 STATE OF FLORIDA. ENGENUITY GROUP, INC. ENGINEERS, SURVEYORS AND GIS MAPPERS 1280 N. CONGRESS AVE, SUITE 101, WEST PALM BEACH, FLORIDA 33409. CERTIFICATE OF AUTHORIZATION NO. LB0006603

OXYGEN DEVELOPMENT II



1280 N CONGRESS AVE, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390
WWW.ENGENUITYGROUP.COM

DATE	9/14/2023
SCALE	1"=40'
CAD FILE	7045.01
DRAWN	JCM
CHECKED	CAR

SHEET NO.	4/4
JOB NO.	7045.01

September 19, 2023

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

From: Tara Bamber, PE 

**Re: Oxygen Warehouse Expansion
Final Plat/Mylar Letter
Engenuity Group Project No. 6001.130**

We have received the following on 9-18-23:

1. Plat Mylar, 4 sheets, by Engenuity Group, Inc.

The final Plat/Mylar is approved based on the previously approved Plat. Mylar has been signed and sealed and will be returned to the Village.

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

Cc: Lisa Tropepe, PE
Chris Melendez

September 15, 2023

Email: icabrera@vpsfl.org

Ms. Iramis Cabrera, Planner
Planning, Zoning and Building Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

**RE: Oxygen II Plat
6TH Review
Craven Thompson Project. No. 21-0043-001-03**

Dear Ms. Cabrera,

I have reviewed all the recent changes to the above-mentioned Plat, and they follow Chapter 177, Florida Statutes, and the requirements of the Village of Palm Springs. I therefore recommend that the Village approve the Plat for recording with the following conditions:

1-All items pertaining to a certifications and signatures related to said Chapter 177, should be executed with the appropriate seals and signatures prior to recording. (Items marked as pending on my review)

- 177.061,
- 177.071 (1, a)
- 177.081 (2,3)
- 177.091 (a, b)

Sincerely,

TODD H. BATES

Todd Bates, PSM
Project Manager

Plat Checklist/Comments - Florida Statutes

Village of Palm Springs

"Oxygen Development II Plat"

6th Review

September 15, 2023

CHAPTER 177

PLATTING (ss. 177.011-177.151) CHECKLIST

☒ **177.041 Boundary survey and title certification required.** Every plat or replat of a subdivision submitted to the approving agency of the local governing body must be accompanied by:

☒ 1) A boundary survey of the platted lands. However, a new boundary survey for a replat is required only when the replat affects any boundary of the previously platted property or when improvements which may affect the boundary of the previously platted property have been made on the lands to be replatted. The boundary survey must be performed and prepared under the responsible direction and supervision of a professional surveyor and mapper preceding the initial submittal of the plat to the local governing body. This subsection does not restrict a legal entity from employing one professional surveyor and mapper to perform and prepare the boundary survey and another professional surveyor and mapper to prepare the plat.

Comments: [Complies.](#)

☒ (2) A title opinion of an attorney at law licensed in Florida or a certification by an abstractor or a title company showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or certification shall also show all mortgages not satisfied or released of record nor otherwise terminated by law.

Comments: [Complies](#)

☒ **177.051 Name and replat of subdivision**

☒ (1) Every subdivision shall be given a name by which it shall be legally known. For the purpose of this section, that name is the "primary name." The primary name shall not be the same or in any way so similar to any name appearing on any recorded plat in the same county as to confuse the records or to mislead the public as to the identity of the subdivision, except when the subdivision is further divided as an additional unit or section by the same developer or the developer's successors in title. In that case, the additional unit, section, or phase shall be given the primary name followed by the unit, section, or phase number. Words such as "the," "replat," or "a" may not be used as the first word of the primary name. Every subdivision's name shall have legible lettering of the same size and type, including the words "section," "unit," or "phase." If the word "replat" is not part of the primary name, then it may be of a different size and type. The primary name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision name.

Comments: [complies](#)

☒ (2) Any change in a plat, except as provided in s. 177.141, shall be labeled a "replat," and a replat must conform with this part. After the effective date of this act, the terms "amended plat," "revised plat," "corrected plat," and "resubdivision" may not be used to describe the process by which a plat is changed.

Comments: [complies](#).

☒ **177.061 Qualification and statement required.** Every plat offered for recording pursuant to the provisions of this part must be prepared by a professional surveyor and mapper. The plat must be signed and sealed by that professional surveyor and mapper, who must state on the plat that the plat was prepared under his or her direction and supervision and that the plat complies with all the survey requirements of this part. Every plat must also contain the printed name and registration number of the professional surveyor and mapper directly below the statement required by this section, along with the printed name, address, and certificate of authorization number of the legal entity, if any. A professional surveyor and mapper practicing independently of a legal entity must include his or her address.

Comments: [complies \(pending final signature on the face of the plat\)](#)

☒ **177.071 Approval of plat by governing bodies**

☒ (1) Before a plat is offered for recording, it must be approved by the appropriate governing body, and evidence of such approval must be placed on the plat. If not approved, the governing body must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation. For the purposes of this part:

Comments: [Complies, \(pending final signature on the face of the plat\)](#)

☒ (a) When the plat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.

Comments: [Complies, \(pending final signature on the face of the plat\)](#)

☒ (b) When a plat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.

Comments: [N/A](#)

☒ (c) When a plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its boundaries, unless the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

Comments: [N/A](#)

☒ (2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Comments: [Complies](#)

☒ **177.081 Dedication and approval**

☒ (1) Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.

Comments: [complies](#)

☒ (2) Every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. All mortgagees having a record interest in the lands subdivided shall execute, in the same manner in which deeds are required to be executed, either the dedication contained on the plat or a separate instrument joining in and ratifying the plat and all dedications and reservations thereon.

Comments: [complies, \(pending signatures on the face of the plat\)](#)

☒ (3) When a tract or parcel of land has been subdivided and a plat thereof bearing the dedication executed by the owners of record and mortgagees having a record interest in the lands subdivided, and when the approval of the governing body has been secured and recorded in compliance with this part, all streets, alleys, easements, rights-of-way, and public areas shown on such plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.

Comments: [complies, \(pending signature on the face of the plat\).](#)

☒ **177.085 Platted streets; reversionary clauses**

☒ (1) When any owner of land subdivides the land and dedicates streets, other roadways, alleys or similar strips on the map or plat, and the dedication contains a provision that the reversionary interest in the street, roadway, alley or other similar strip is reserved unto the dedicator or his or her heirs, successors, assigns, or legal representative, or similar language, and thereafter conveys abutting lots or tracts, the conveyance shall carry the reversionary interest in the abutting street to the centerline or other appropriate boundary, unless the owner clearly provides otherwise in the conveyance.

Comments: [Complies.](#)

☒ (2) As to all plats of subdivided lots heretofore recorded in the public records of each county, the holder of any interest in any reversionary rights in streets in such plats, other than the owners of abutting lots, shall have 1 year from July 1, 1972, to institute suit in a court of competent jurisdiction in this state to establish or enforce the right, and failure to institute the action within the time shall bar any right, title or interest, and all right of forfeiture or reversion shall thereupon cease and determine, and become unenforceable.

Comments: [Complies](#)

☒ **177.086 Installation of cul-de-sacs.** In the event a municipality or county installs a cul-de-sac on a street or road under its jurisdiction and thereby discontinues use of any existing street or road right-of-way, such discontinuance shall not operate to abandon or vacate the unused right-of-way unless the governing body of the municipality or county adopts a resolution or ordinance, as appropriate, vacating the unused right-of-way.

Comments: **N/A.**

No cul-de-sacs are proposed or proposed to be removed.

☒ **177.091 Plats made for recording.** Every plat of a subdivision offered for recording shall conform to the following:

(1) It must be:

☒ a) An original drawing made with black permanent drawing ink; or

Comments: **pending**

☒ (b) A no adhered scaled print on a stable base film made by photographic processes from a film scribing tested for residual hypo testing solution to assure permanency. Marginal lines, standard certificates and approval forms shall be printed on the plat with a permanent black drawing ink. A print or photographic copy of the original drawing must be submitted with the original drawing.

Comments: **Pending**

☒ 2) The size of each sheet shall be determined by the local governing body and shall be drawn with a marginal line, or printed when permitted by local ordinance, completely around each sheet and placed to leave at least a 1/2-inch margin on each of three sides and a 3-inch margin on the left side of the plat for binding purposes.

Comments: **Complies**

☒ (3) When more than one sheet must be used to accurately portray the lands subdivided, an index or key map must be included and each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled match lines to show where other sheets match or adjoin.

Comments: **Complies**

☒ (4) In all cases, the letter size and scale used shall be of sufficient size to show all detail. The scale shall be both stated and graphically illustrated by a graphic scale drawn on every sheet showing any portion of the lands subdivided.

Comments: **Complies.**

☒ (5) The name of the plat shall be shown in bold legible letters, as stated in s. 177.051. The name of the subdivision shall be shown on each sheet included. The name of the professional surveyor and mapper or legal entity, along with the street and mailing address, must be shown on each sheet included.

Comments: **Complies**

☒ (6) A prominent "north arrow" shall be drawn on every sheet included showing any portion of the lands subdivided. The bearing or azimuth reference shall be clearly stated on the face of the plat in the notes or legend, and, in all cases, the bearings used shall be referenced to some well-established and monumented line.

Comments: **Complies**

☒ (7) Permanent reference monuments must be placed at each corner or change in direction on the boundary of the lands being platted and may not be more than 1,400 feet apart. Where such corners are in an inaccessible place,

"P.R.M.s" shall be set on a nearby offset within the boundary of the plat and such offset shall be so noted on the plat. Where corners are found to coincide with a previously set "P.R.M.," the Florida registration number of the professional surveyor and mapper in responsible charge or the certificate of authorization number of the legal entity on the previously set "P.R.M." shall be shown on the new plat or, if unnumbered, shall so state. Permanent reference monuments shall be set before the recording of the plat. The "P.R.M.s" shall be shown on the plat by an appropriate symbol or designation.

Comments: [Complies](#)

☒ (8) Permanent control points shall be set on the centerline of the right-of-way at the intersection and terminus of all streets, at each change of direction, and no more than 1,000 feet apart. Such "P.C.P.s" shall be shown on the plat by an appropriate symbol or designation. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, "P.C.P.s" may be set prior to the recording of the plat and must be set within 1 year of the date the plat was recorded. In the counties or municipalities that require subdivision improvements and have the means of insuring the construction of said improvements, such as bonding requirements, "P.C.P.s" must be set prior to the expiration of the bond or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing to place the "P.C.P.s" within the time allotted.

Comments: [Complies](#)

☒ (9) Monuments shall be set at all lot corners, points of intersection, and changes of direction of lines within the subdivision which do not require a "P.R.M." or a "P.C.P."; however, a monument need not be set if a monument already exists at such corner, point, or change of direction or when a monument cannot be set due to a physical obstruction. In those counties or municipalities that do not require subdivision improvements and do not accept bonds or escrow accounts to construct improvements, monuments may be set prior to the recording of the plat and must be set at the lot corners before the transfer of the lot. In those counties or municipalities that require subdivision improvements and have the means of ensuring the construction of those improvements, such as bonding requirements, monuments shall be set prior to the expiration of the bond or other surety. If the professional surveyor and mapper or legal entity of record is no longer in practice or is not available due to relocation, or when the contractual relationship between the subdivider and professional surveyor and mapper or legal entity has been terminated, the subdivider shall contract with a professional surveyor and mapper or legal entity in good standing who shall be allowed to place the monuments within the time allotted.

Comments: [Complies](#)

☒ (10) The section, township, and range shall appear immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.

Comments: [Complies](#)

☒ (11) Each plat shall show a description of the lands subdivided, and the description shall be the same in the title certification. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.

Comments: [Complies](#)

☒ (12) The dedications and approvals required by ss. 177.071 and 177.081 must be shown.

Comments: [Complies](#)

☒ (13) The circuit court clerk's certificate and the professional surveyor and mapper's seal and statement required by s. 177.061 shall be shown.

Comments: [Complies.](#)

☒ (14) All section lines and quarter section lines occurring within the subdivision shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning, shall be indicated. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries are to be defined by metes and bounds and courses.

Comments: [Complies.](#)

☒ (15) Location, width, and names of all streets, waterways, or other rights-of-way shall be shown, as applicable.

Comments: [Complies.](#)

☒ (16) Location and width of proposed easements and existing easements identified in the title opinion or certification required by s. 177.041(2) shall be shown on the plat or in the notes or legend, and their intended use shall be clearly stated. Where easements are not coincident with property lines, they must be labeled with bearings and distances and tied to the principal lot, tract, or right-of-way.

Comments: [complies](#)

☒ (17) All contiguous properties shall be identified by subdivision title, plat book, and page, or, if unplatted, land shall be so designated. If the subdivision platted is a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a replat shall be stated as a subtitle under the name of the plat on each sheet included. The subtitle must state the name of the subdivision being replatted and the appropriate recording reference.

Comments: [Complies](#)

☒ (18) All lots shall be numbered either by progressive numbers or, if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.

Comments: [complies](#)

☒ (19) Sufficient survey data shall be shown to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data, with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much certainty as can be determined or as "more or less," if variable. Lot, block, street, and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to horizontal plane and in accordance with the definition of the U.S. Survey foot or meter adopted by the National Institute of Standards and Technology. All measurements shall use the $39.37/12 = 3.28083333333$ equation for conversion from a U.S. foot to meters.

Comments: [Complies.](#)

☒ (20) Curvilinear lot lines shall show the radii, arc distances, and central angles. Radial lines will be so designated. Direction of non-radial lines shall be indicated.

Comments: [Complies](#)

☒ (21) Sufficient angles, bearings, or azimuth to show direction of all lines shall be shown, and all bearings, angles, or azimuth shall be shown to the nearest second of arc.

Comments: [Complies](#)

☒ (22) The centerlines of all streets shall be shown as follows: noncurved lines: distances together with either angles, bearings, or azimuths; curved lines: arc distances, central angles, and radii, together with chord and chord bearing or azimuths.

Comments: [Complies](#)

☒ (23) Park and recreation parcels as applicable shall be so designated.

Comments: [N/A](#)

☒ (24) All interior excepted parcels as described in the description of the lands being subdivided shall be clearly indicated and labeled "Not a part of this plat."

Comments: [Complies](#)

☒ (25) The purpose of all areas dedicated must be clearly indicated or stated on the plat.

Comments: [Complies.](#)

☒ (26) When it is not possible to show line or curve data information on the map, a tabular form may be used. The tabular data must appear on the sheet to which it applies.

Comments: [N/A](#)

☒ (27) The plat shall include in a prominent place the following statements: "NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

Comments: [Complies](#)

☒ (28) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

Comments: [complies.](#)

☒ (29) A legend of all symbols and abbreviations shall be shown.

Comments: [complies](#)

☒ **177.101 Vacation and annulment of plats subdividing land**

☒ (1) Whenever it is discovered, after the plat has been recorded in the public records, that the developer has previously caused the lands embraced in the second plat to be differently subdivided under and by virtue of another plat of the same identical lands, and the first plat was also filed of public record at an earlier date, and no conveyances of lots by reference to the first plat so filed appears of record in such county, the governing body of the county is authorized and directed to and shall, by resolution, vacate and annul the first plat of such lands appearing of record upon the application of the developer of such lands under the first plat or upon application of the owners of all the lots shown and designated upon the second and subsequent plat of such lands, and the circuit court clerk of the county shall thereupon make proper notation of the annulment of such plat upon the face of such annulled plat.

Comments: [N/A](#)

☒ (2) Whenever it is discovered that after the filing of a plat subdividing a parcel of land located in the county, the developer of the lands therein and thereby subdivided did cause such lands embraced in said plat, or a part thereof, to be again and subsequently differently subdivided under another plat of the same and identical lands or a part thereof, which said second plat was also filed at a later date; and it is further made to appear to the governing body of the county that the filing and recording of the second plat would not materially affect the right of convenient access to lots previously conveyed under the first plat, the governing body of the county is authorized by resolution to vacate and annul so much of the first plat of such lands appearing of record as are included in the second plat, upon application of the owners and developer of such lands under the first plat or their successors, grantees, or assignees, and the circuit court clerk of the county shall thereupon make proper notation of the action of the governing body upon the face of the first plat. The approval of a replat by the governing body of a local government, which encompasses lands embraced in all or part of a prior plat filed of public record shall, upon recordation of the replat, automatically and simultaneously vacate and annul all of the prior plat encompassed by the replat.

Comments: [Complies](#)

☒ (3) The governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

Comments: [N/A](#)

☒ (4) Persons making application for vacations of plats either in whole or in part shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid. For the purpose of the tax collector's certification that state, county, and municipal taxes have been paid, the taxes shall be deemed to have been paid if, in addition to any partial payment under s. 194.171, the owner of the platted lands sought to be vacated shall post a cash bond, approved by the tax collector of the county where the land is located and by the Department of Revenue, conditioned to pay the full amount of any judgment entered pursuant to s. 194.192 adverse to the person making partial payment, including all costs, interest, and penalties. The circuit court shall fix the amount of said bond by order, after considering the reasonable timeframe for such litigation and all other relevant factors; and a certified copy of such approval, order, and cash bond shall be attached to the application. If such tract or parcel of land is within the corporate limits of any incorporated city or town, the governing body of the county shall be furnished with a certified copy of a resolution of the town council or city commission, as the case may be, showing that it has already by suitable resolution vacated such plat or subdivision or such part thereof sought to be vacated.

Comments: [N/A](#)

☒ (5) Every such resolution by the governing body shall have the effect of vacating all streets and alleys which have not become highways necessary for use by the traveling public. Such vacation shall not become effective until a certified

copy of such resolution has been filed in the offices of the circuit court clerk and duly recorded in the public records of said county.

Comments: **N/A**

☒ (6) All resolutions vacating plats by the governing body of a county prior to September 1, 1971, are hereby validated, ratified, and confirmed. Such resolutions shall have the same effect as if the plat had been vacated after September 1, 1971.

Comments: **N/A**

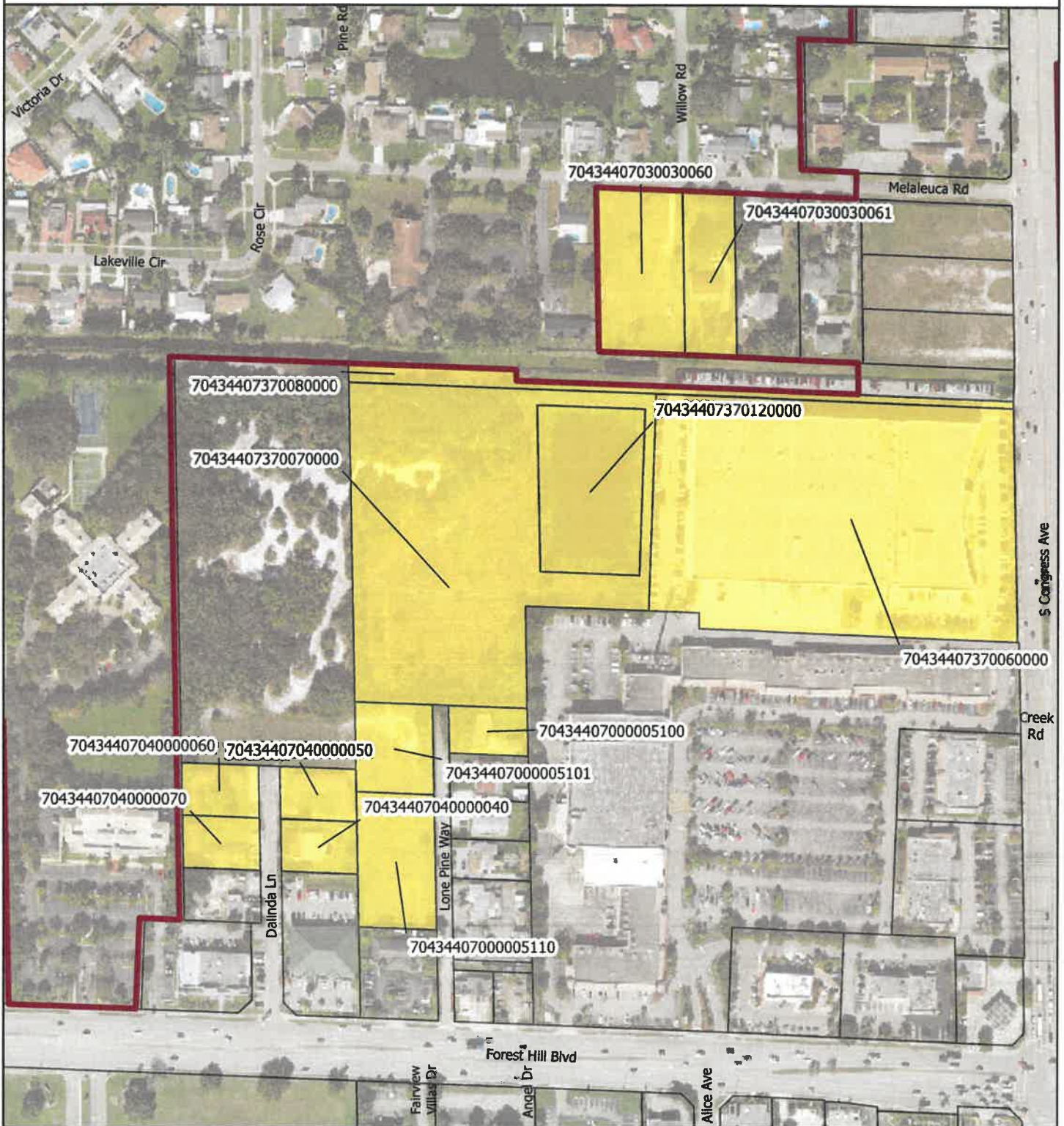
TODD H. BATES

TODD H. BATES, PSM L.S. #7165
Project Manager
Craven Thompson & Associates, Inc.



VILLAGE OF PALM SPRINGS

Oxygen Development



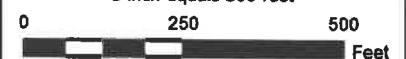
Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 9/20/2022

When Printed on 8 1/2" x 11"

1 Inch equals 300 feet

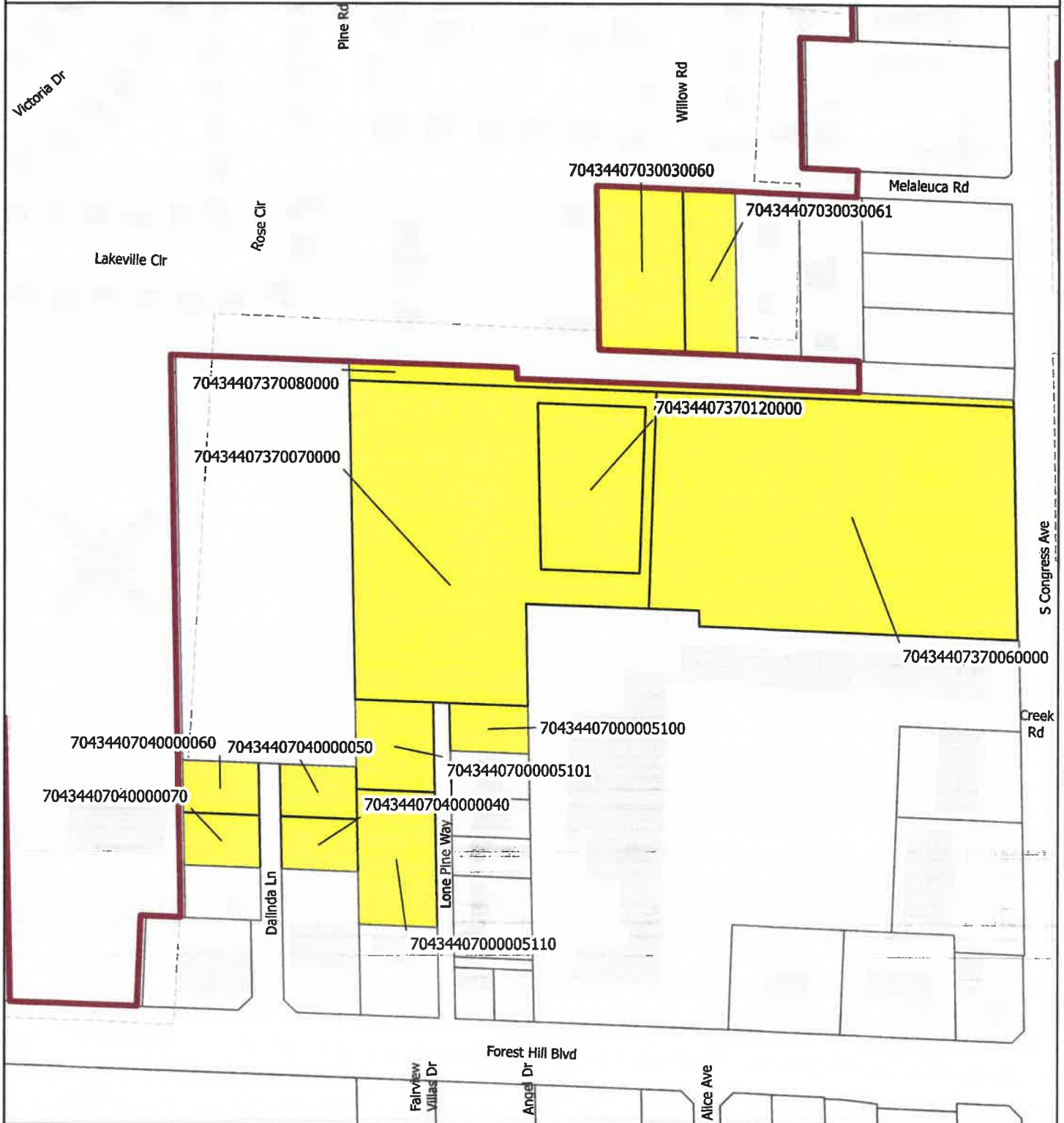


Florida Technical Consultants



VILLAGE OF PALM SPRINGS

Oxygen Development



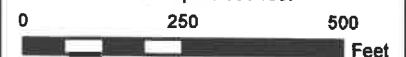
Legend

-  Proposed Parcels
-  Parcels
-  Village Boundary

Date: 9/20/2022

When Printed on 8 1/2" x 11"

1 inch equals 300 feet



Florida Technical Consultants



Village of Palm Springs

Executive Brief

AGENDA DATE: November 9, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #12: *(First Reading)* Ordinance No.2023-09 - Village Code Amendment - Chapter 34 - Land Development - Article VI - "Land Use" - Division 6 "District Regulations" and Division 8 "Off-Street parking and Loading"

SUMMARY: In September 2019, the Village Council approved Ordinance 2019-12 to amend the Village Code - Chapter 34 - Article VI "Land Use" to provide supplemental regulations and expand allowances for permitted and special exception uses within the Commercial General (CG) zoning district.

The approved amendment included the addition of hotel/motel uses as a special exception within the CG district. While hotel/motel use was added as a special exception, it is a prohibited use within the same CG district.

Planning, Zoning, & Building staff request a housekeeping amendment to the Village Code - Chapter 34 - Article VI "Land Use" to delete the hotel/motel uses from the prohibited uses list within the Commercial General district.

Additionally, the staff requests minimum parking requirements for the hotel/motel uses, which the current code doesn't contemplate.

Note: The discrepancies between the Village's Land Development Regulations were noticed during a site plan review for a new proposed hotel on a property located within the CG district.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Village Attorney.

The proposed ordinance will be presented to the Planning & Zoning Advisory Board for their consideration during the November 14, 2023, regular meeting.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Ordinance No. 2023-11
2. Exhibit "A" Sec. 34 -825 and Sec. 34-1329

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI, “LAND USE”, DIVISION 6 “DISTRICT REGULATIONS”, SUBDIVISION V, “CG COMMERCIAL GENERAL”, SECTION 34-825 “PROHIBITED USES” TO CLARIFY THAT HOTEL/MOTELS ARE PERMITTED SPECIAL EXCEPTION USES IN THE COMMERCIAL GENERAL LAND DEVELOPMENT DISTRICT; AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI, “LAND USE”, DIVISION 8 “OFF-STREET PARKING AND LOADING”, SECTION 34-1329 “MINIMUM REQUIREMENTS BY USE” TO SET FORTH MINIMUM PARKING REQUIREMENTS FOR HOTEL/MOTELS; AND PROVIDING FOR CODIFICATION; REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida (“Village”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution, Chapters 166 and 163, Florida Statutes; and,

WHEREAS, currently the Village’s Land Development Regulations for the commercial general land development district list “hotel/motels” as a prohibited use and as a special exception use; and,

WHEREAS, the Village Council desires to amend its existing Land Development Regulations to clarify that “hotel/motels” is a special exception use in the commercial general land development district and remove the same from the list of prohibited uses; and,

WHEREAS, the Village Council also desires to establish parking minimums for the “hotel/motels” use, which currently do not exist in the Village’s Land Development Regulations; and,

WHEREAS, the Village Council has reviewed the recommended amendments to the Village’s Land Development Regulations and has determined that it is in the best interests and general health, safety, and welfare of the Village to adopt this Ordinance.

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct findings of the Village Council and incorporated into this Ordinance as if fully set forth herein.

Section 2. Chapter 34 “Land Development,” Article VI, “Land Use”, Division 6 “District Regulations”, Subdivision V “CG Commercial General”, at Section 34-825 “Prohibited Uses”, shall be amended to read per **Exhibit “A”**, which is attached hereto and incorporated herein (words ~~stricken~~ are deletions; words underlined are additions).

Section 3. Chapter 34 “Land Development,” Article VI, “Land Use”, Division 8 “Off-Street Parking and Loading” at Section 34-1329 “Minimum Requirements by Use”, shall be amended to read per **Exhibit “A”** (words ~~stricken~~ are deletions; words underlined are additions).

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. The sections of the Ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐

PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐
KIM SCHMITZ , COUNCIL MEMBER	☐	☐	☐

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____

Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Sec. 34-825. – Prohibited uses.

The following uses shall be specifically prohibited in the CG commercial general land development district:

- (1) Any use not specifically, provisionally or by reasonable implication permitted, or permitted by special exception.
- (2) Any type of residential dwelling unit or accessory use.
- ~~(3) Motels and hotels.~~
- (3) ~~(4)~~ Time share uses.
- (4) ~~(5)~~ Theaters, outdoor.
- (5) ~~(6)~~ Flea markets and swap shops.
- (6) ~~(7)~~ Bottle clubs.
- (7) ~~(8)~~ Medical marijuana dispensary.

Sec. 34-1329. – Minimum requirements by use.

The following minimum off-street parking requirements shall apply to the uses listed:

.....

- (5) Commercial/industrial uses and facilities

.....

g. Motels and hotels. One (1) space per rentable room plus one (1) space for each employee (maximum shift)