



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JANUARY 11, 2024
(IMMEDIATELY FOLLOWING THE CRA MEETING)
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
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CONSENT AGENDA

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

1. **December 14, 2023, Local Planning Agency Meeting Minutes**: Motion to

approve the December 14, 2023, Local Planning Agency Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **December 14, 2023, Village Council Regular Meeting Minutes:** Motion to Approve the December 14, 2023, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
3. **Appointment to the Planning and Zoning Advisory Board:** Motion for the approval of the appointment of Mr. Ralph Wiles to the Planning and Zoning Advisory Board as a Junior Alternate member to serve a three-year unexpired term ending on May 14, 2025.
Staff: Kimberly Wynn, Village Clerk
4. **Approval of a Professional Services Agreement to Appoint Keith Davis as Special Magistrate:** Motion to appoint Mr. Keith Davis as the Special Magistrate and approve a Professional Services Agreement for the amount of two hundred dollars (\$200.00) per hour. The term of the agreement is for one (1) year, with three (3) one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village. Funds to support this proposed service are available within the FY 2024 Budget - Professional Services - General Fund.
Staff: Kimberly Wynn, Village Clerk
5. **Resolution No. 2024-01 - Adopt Fund Balance Policy for the General Fund and a Reserve Policy for Water and Sewer Enterprise Fund:** Motion to approve Resolution No. 2024-01 to establish a policy setting the target range of the Unappropriated Fund balance for the General Fund as recommended by the Governmental Accounting and Financial Standard Board (GASB) and establish reserves for working capital and Capital Construction in the Water and Sewer Enterprise Fund, providing for an effective date.
Staff: Rebecca Morse, Chief Financial Officer
6. **Approve an Annual Agreement (Retroactive) with Fifth Asset, Inc d/b/a DebtBook:** Motion to approve a retroactive annual agreement with Fifth Asset, Inc. d/b/a DebtBook in the amount of \$23,200 over a three-year period effective from November 30, 2023 until October 1, 2026, to maintain ongoing leases and SBITA's. Funding for the renewal is available after a transfer from Council Contingency in the Fiscal Year 2024.
Staff: Rebecca Morse, Chief Financial Officer
7. **Approve an Extension of Computer Aided Dispatch (CAD) and Records/Evidence Management System Software Maintenance Agreement – Police Department (FY 2024 Budget Funded) – Global Software (TAC10):** Motion to approve Amendment No. 2 to the Master Purchase, License and Services Agreement for a total of \$329,502.20 over five (5) years to provide and maintain Computer Aided Dispatch (CAD) and Records/Evidence Management

System Software. Funds to support this proposed purchase are available within the FY 2024 Budget – Other Contractual Services.

Staff: Thomas Ceccarelli, Police Chief

8. **Approve Palm Beach County Mutual Aid Agreement - Palm Beach County Law Enforcement Agencies:** Approve a Mutual Aid Agreement between Palm Beach County Law Enforcement Agencies and the Village's Police Department will be able to provide (and receive) support and assistance to police services and resources in response to intensive and emergencies, as well as ongoing, multi-jurisdictional law enforcement problems, to maintain public safety, peace, and property. The term of the agreement is effective until January 31, 2029. There is no direct fiscal impact on the Village.

Staff: Thomas Ceccarelli, Police Chief

9. **Approve a Piggyback Agreement with Sheriffs' Association & Florida Association of Counties for the Purchase of Six (6) Police Department Vehicles FY 2024 Budget - General Fund Allocated/Estimated Project Funding:** Motion to approve a piggyback agreement with Sheriffs Association & Florida Association of Counties – Pursuit, Administrative and Other Vehicles (Bid #FSA23-VEH31.0 – October 1, 2023), for \$278,944.32 for six (6) police vehicles to include outfitting the vehicles with emergency equipment and striping as needed. The term of the contract expires on September 30, 2024. Funds to support the purchase of the vehicles is available within the FY 2024 Budget - General Fund Allocated/Estimated Project Funding.

Staff: Thomas Ceccarelli, Police Chief

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

10. **Rec on the Moove Logo Contest Winner:** Recognize Petra Germain, a student from G-Star School of the Arts, as the Rec on the Moove Logo contest winner.

Staff: Juan Ruiz, Director of Parks and Recreation

11. **Presentation - 2023 Holiday Decorating Contest Winners**

Staff: Juan Ruiz, Director of Parks and Recreation

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA REGULAR AGENDA

12. **Resolution No. 2024-02 Contract for the Sale and Purchase of 275 Alemeda Drive:** Motion to approve a Resolution of the Village Council of the Village of Palm

Springs, Florida, authorizing the Mayor, or other Village Officials, to purchase real property located at 275 Alameda Drive for the negotiated price of \$2,100,000; and being more fully described in Exhibit "A" attached hereto; from Reverend D. Darius Bultenia, General Presbyter and Stated Clerk.

Staff: Michael Bornstein, Village Manager

Motion	Second	Vote
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13. **Village Manager Annual Evaluation:** The Village Council will discuss their annual evaluation of the Village Manager, Michael Bornstein.

Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote
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PUBLIC HEARINGS

14. **(Second Reading) Ordinance No. 2024-01 - Village Code Amendment - Chapter 74 - Traffic and Vehicles:** Motion to recommend Approval to the Village Council of Ordinance No. 2024-01, to amend the Village Code of Ordinances Chapter 74, "Traffic and Vehicles", by adding Article IV "Truck Routes", to established approved truck routes in the Village's Municipal Boundaries; authorizing the Village Manager to install trucking signs; and, authorizing penalties for violations.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
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15. **(Second Reading) Ordinance No. 2024-02 - Moratorium on Qualifying Developments Under the Live Local Act:** Motion to recommend approval to the Village Council of Ordinance No. 2024-01 establishing a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed developments authorized under Florida Statute Section 166.04151(7) within the Village of Palm Springs' Municipal Boundaries; establishing procedures for early termination and extension of this moratorium; and providing for repeal of conflicting ordinances, severability, and an effective date.

Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote
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16. **(Quasi-Judicial Hearing) Resolution No. 2023-52 - Commercial Planned**

Development Master Site Plan (SPR23-10) - Village Collection of Palm Springs - Northwest corner of 10th Avenue North & South Florida Mango Road:

Motion to recommend approval to the Village Council for a Master Commercial Planned Development Site Plan (SPR23-10) to allow the redevelopment of the site to accommodate three (3) separate development projects on the portion of the property west of the Chase Bank building at the northwest corner of 10th Avenue North and South Florida Mango Road.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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17. **(Quasi-Judicial Hearing) Resolution No. 2023-53 - Site Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) - Chick Fil A - 2625 10th Avenue North (Tract 2):**

Motion to recommend approval to the Village Council for a Site Development Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) approval to allow the construction of a 6,111 square foot restaurant building within the Commercial General property located at 2625 10th Avenue North.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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18. **(Quasi-Judicial Hearing) Resolution No. 2023-54 - Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) - Chipotle - 2665 10th Avenue North (Tract 3):**

Motion to recommend approval to the Village Council for a Site Development Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) approval to allow the construction of 2,454 square foot restaurant building with outdoor seating area within the Commercial General property located at 2665 10th Avenue North.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

19. **USDOT Safe Streets and Roads for All (SS4A) Grant - \$200,000:** Discuss a federal grant for Safe Streets and Roads for All (SS4A) that will be presented to the Village Council in the near future for consideration.

Staff: Timothy Crespo, Assistant Public Works Director

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING

THURSDAY, FEBRUARY 8, 2024, AT 6:30 PM

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

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

III. Complaint Procedures:

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

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



**VILLAGE COUNCIL MEETING MINUTES
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
DECEMBER 14, 2023 at 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

Mayor Bev Smith called the Local Planning Agency Meeting to order at 6:40 p.m. (immediately following the Resident Leadership Graduation).

ROLL CALL

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

Absent: None

Also present are Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Police Chief Thomas Ceccarelli, as Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Planning, Building and Zoning Director Iramis Cabrera, Public Works Supervisor Michael Wood, Utilities Director Jimmie

Johnson, Assistant Utilities Director Paul Ward, Library Services Director Jossie Maliska, Assistant Finance Director Mariana Ortega, and Parks and Recreation Supervisor Garrett Pearson.

Public Hearing for amending the Comprehensive Land Use Plan by revising the Future Land Use Map and amending the Official Land Development District Zoning Map of the Village by amending and rezoning the following properties in the Village of Palm Springs:

AGENDA

1. **Ordinance No. 2024-02 - Moratorium on Qualifying Developments Under the Live Local Act:** Motion to recommend approval to the Village Council of Ordinance No. 2024-01 establishing a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed developments authorized under Florida Statute Section 166.04151(7) within the Village of Palm Springs' Municipal Boundaries; establishing procedures for early termination and extension of this moratorium; and providing for repeal of conflicting ordinances, severability, and an effective date.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The State of Florida adopted the Live Local Act, which went into effect July 1, 2023, and is designed to increase the development of affordable housing throughout the State. The Act includes preemption of municipal authority and allows the development of affordable housing on commercial and industrial lands for "Qualified Developments". Of immediate concern, the Act places the burden of assuring the affordability of the units in the Village. The Village does not have an affordable housing program.

The Act also affects policies municipalities may enact to address housing. These changes are intended to align with the Florida Legislature's rewrite of section 420.0003, Florida Statutes, that deals with affordable housing. That section requires local governments to provide incentives, such as density bonus incentives, to encourage the private sector to be the primary driver for developing affordable housing:

1) Development Incentives

SB 102 makes several changes to sections 125.01055 and 166.04151, Florida Statutes, which preempts local governments from enacting policies that would hinder the development of specific affordable housing projects - these changes sunset on October 1, 2033.

SB 102 requires local governments to make multi-family and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multi-family residential rental units are affordable as defined under state law (for at least 30 years as Affordable

Multi-Family Housing). SB 102 preempts local governments from taking a number of actions that might hinder the development of Affordable Multi-family Housing. The amendments to these sections also remove the prohibition on developers of affordable housing from receiving funds from the State Apartment Incentive Loan (SAIL) Program, provided that 10% of the units are dedicated to affordable housing.

2) Local Government Administration and Affordable Housing

SB 102 amends sections 125.379 and 166.0451, Florida Statutes, and requires local governments to list real property owned in fee-simple by any dependent special district within that local government's jurisdiction that is appropriate for affordable housing, as well as requiring the inventory list of properties be publicly available on the local governments' websites.

SB 102 amends section 553.792 of the Florida Statutes to require local governments to maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are needed to be expedited on the local governments' websites.

3) Taxes

SB 102 aims to encourage the development of affordable housing by lessening the associated tax burden.

3a) Ad Valorem Property Tax Exemptions: SB 102 enacts two separate ad valorem tax exemptions available to owners of property used for Affordable Multi-family Housing developments under sections 196.1978(3) and section 196.1979, Florida Statutes. A taxpayer may only receive one of these exemptions.

- Sections 196.1978(3): Section 196.1978(3), Florida Statutes, makes portions of property in a multi-family project eligible for a tax exemption by deeming such property to be used for a charitable purpose, pursuant to certain eligibility criteria. This section requires that qualified property is available to house those whose annual household income is above 80% and below 120% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or for households in a county that is not within an MSA, receive an ad valorem property tax exemption of 75% of the property's assessed value. However, if the property is used to house those with income that does not exceed 80% of the median annual adjusted gross income for households within the MSA or county, then the property is 100% exempt from ad valorem property taxes.
- Section 196.1979: Permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing by deeming the property as being used for a charitable purpose,

pursuant to certain eligibility criteria. If all the residential units in a multi-family development are not affordable housing, then the property's exemption may be up to 75% of the assessed value of each residential unit providing affordable housing. If all the residential units are affordable, then the exemption may be up to 100% of the estimated value of the multi-family residential units providing affordable housing.

- SB 102 enacts several more tax exemption and credit programs, along with State housing programs, pursuant to certain eligibility criteria.

4) Housing Policies

SB 102 has a number of provisions that direct local governments to take action. For example, section 420.0003 of Florida Statutes encourages local governments to adopt ordinances to promote innovative housing solutions, such as utilizing publicly held land to develop affordable housing. That section also urges local governments to engage in community-led planning, focusing on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development with preexisting public services. It encourages the development of policies that maximize high-density, high-rise, and mixed-use, as well as mixed-income projects. It even encourages the development of policies to modernize housing, specifically naming things such as tiny homes, 3D-printed homes, and accessory dwelling units.

There is a requirement for local governments to maintain on their website a policy containing procedures and expectations for expedited processing of those building

permits and development orders to be expedited, pursuant to the Act. The Act does not specify what "expedited" means from a timeliness perspective, nor does it quantify the term (e.g., number of days prior to issuance of a permit, etc.).

Additionally, SB 102's amendments to sections 125.379 and 166.0451, Florida Statutes, encourage local governments to enact ordinances adopting best practices for surplus land programs. These best practices include establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus land publicly available, and ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring the reversion of property not used for affordable housing within a certain timeframe. Local governments that wish to enact an ordinance providing for an ad valorem tax exemption under section 196.1979, Florida Statutes, will have to do so in accordance with the provisions and restrictions set out in that section.

SB 102 also directs certain state agencies, such as the Florida Housing Finance Corporation, to adopt rules relating to the ad valorem exemption available under section 196.1978(3), Florida Statutes. It directs the Florida Department of Revenue to adopt rules governing the administration of tax exemptions under

Sections 212.08 and 220.1878 of the Florida Statutes.

Based on all of these considerations, Village staff recommends that up to a 12-month moratorium be enacted in order to provide the necessary time for the staff to adequately interpret and work through the requirements of the new law. This would ensure our programs and regulations adhere to the requirements so that we can properly review and process applications under the Live Local Act. This would also ensure that we properly administer and apply the new provisions for affordable housing, expedited permitting, tax exemptions, and other provisions in a way that safeguards the public's health, safety, and welfare.

What is a Moratorium?

Generally, moratoria on land use are temporary, legislatively enacted periods during which a local government stops giving some type of permit. The moratorium allows local governments to ensure that a community's problems are not compounded during the time the local government needs to formulate and implement a policy response to an issue. Moratoria also prevents developers and landowners from racing to beat planned or imminent land use changes by carrying out development that is poorly planned or harmful to the community. By providing such assistance, moratoria give local governments more time to engage in sound planning practices.

Moratorium Being Proposed

The item for the Council's consideration is a 12-month temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits and development orders within the Village's municipal boundaries for Qualifying Developments under the Act to allow time for the Village to review, study, hold public hearings, prepare, and adopt potential changes to its Code of Ordinances, Comprehensive Plan and/or its Land Development Regulations, as more particularly set forth above. The duration of the moratorium should be strictly limited to the time necessary for the Village to address the policy, code, and program changes needed to implement the Act.

The proposed moratorium ordinance will be presented to the Village Council for consideration on 1st reading at the December 14, 2023, meeting.

Fiscal Impact: The adoption of a moratorium does not have a direct fiscal impact on the Village.

Note: The proposed ordinance is required to ensure the village's compliance with state law, and is solely placing a temporary limitation on qualifying developments under the Live Local Act, and is therefore exempt from a **Business Impact Estimate**. Additionally, in its efforts to implement state requirements for affordable housing, the proposed ordinance does not have a direct economic impact on existing private, for-profit businesses in Palm Springs.

Mrs. Glas-Castro introduced Ordinance No. 2024-02. She explained that the State of Florida adopted the Live Local Act, which went into effect July 1, 2023, and was designed to increase the development of affordable housing throughout the state. Mrs. Glas-Castro explained that the Village does not have an affordable housing program. The Act includes preemption of municipal authority and allows the development of affordable housing on commercial and industrial lands for "Qualified Developments". There is a concern that the Live Local Act would place the burden of assuring the affordability of the units in the Village.

Mrs. Glas-Castro explained that the Live Local Act affects policies municipalities may enact to address housing. These changes are intended to align with the Florida Legislature's revision of Section 420.0003, Florida Statutes, that deals with affordable housing. The section required local governments to provide incentives, such as density bonus incentives, to encourage the private sector to be the primary driver for developing affordable housing.

Mrs. Glas-Castro talked about Development Incentives (SB 102) that amends Sections 125.01055 and 166.04151 of the Florida Statutes. It prevents local governments from enacting policies that would hinder the development of specific affordable housing projects - the changes would be sunset on October 1, 2033.

She discussed the requirement for local governments to maintain a policy on their website containing procedures and expectations for expedited processing of those building permits and development orders to be expedited, pursuant to the Live Local Act. However, the Act does not specify what "expedited" means from a timeliness perspective, nor does it quantify the term (e.g., number of days prior to issuance of a permit, etc.).

Additionally, SB 102 amends Sections 125.379 and 166.0451 of the Florida Statutes that encourage local governments to enact ordinances adopting best practices for surplus land programs. Mrs. Glas-Castro discussed best practices including establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus land publicly available, and ensuring long-term affordability through ground

leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring the reversion of property not used for affordable housing within a certain timeframe. Local governments that wish to enact an ordinance providing for an ad valorem tax exemption under section 196.1979, Florida Statutes, will have to do so in accordance with the provisions and restrictions set out in that section.

Mrs. Glas-Castro explained that based on these considerations, the Village staff recommended a moratorium up to 12-months be enacted to provide the necessary time for staff to adequately interpret and work through the requirements of the new law. This would ensure the Village's programs and regulations adhere to the requirements so that we can properly review and

process applications under the Live Local Act. This would also ensure that the Village can properly administer and apply the new provisions for affordable housing, expedited permitting, tax exemptions, and other provisions in a way that safeguards the public's health, safety, and welfare.

She explained the item that is presented for Council's consideration is a 12-month temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits and development orders within the Village's municipal boundaries for Qualifying Developments under the Act to allow time for the Village to review, study, hold public hearings, prepare, and adopt potential changes to its Code of Ordinances, Comprehensive Plan and/or its Land Development Regulations, as more particularly set forth above. The duration of the moratorium should be strictly limited to the time necessary for the Village to address the policy, code, and program changes needed to implement the Act.

Mayor Smith offered the Council an opportunity for further discussion.

Vice-Mayor Brinkman expressed her opposition to Ordinance No. 2024-02. She would like for the Village to contact the City of Miami Beach before this is presented for Final Reading to understand how they addressed the moratorium on qualifying developments. Mr. Torcivia recommended the Village be proactive with the moratorium.

Mayor Smith asked for public comment. There were no comments from the public.

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

Mayor Pro Tem Waller recommended that Ordinance No. 2024-02 be considered by the Council for approval. Council Member Schmitz seconded the recommendation. The said recommendation carried 4-1 (Vice-Mayor Brinkman dissenting).

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Local Planning Agency meeting at 6:49 p.m.

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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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



MINUTES,
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
DECEMBER 14, 2023 AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:50 p.m. (immediately following the Local Planning Agency Meeting).

ROLL CALL

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

Absent: None

Also present are Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Police Chief Thomas Ceccarelli, Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Planning, Building and Zoning Director Iramis Cabrera, Public Works Supervisor Michael Wood, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, and Library Services Director Jossie Maliska.

INVOCATION

The Village Manager, Michael Bornstein, led the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Bornstein did not note any changes to the Agenda. Mayor Smith indicated that Item #17 (Quasi-Judicial Hearing) Resolution No. 2023-52 - Commercial Planned Development Master Site Plan (SPR23-10) Village Collection of Palm Springs - Northwest Corner of 10th Avenue North and South Florida Mango Road; Item 18 (Quasi-Judicial Hearing) Resolution No. 2023-53 - Site Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) - Chick Fil A - 2625 10th Avenue North (Tract 2; and Item #19 (Quasi-Judicial Hearing) Resolution No. 2023- 54 - Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) Chipotle - 2665 10th Avenue North (Tract 3) be continued to a date certain of January 11, 2024, Public Hearings. There were comments made by Palm Beach County on the Traffic Study that the applicant needed to address before the site plan could go forward.

Council Member Ready made a motion to Approve the Agenda as amended, and

Mayor Pro Tem Waller seconded the motion. The said motion carried 5-0.

CONSENT AGENDA

1. September 27, 2023, Village Council Final Budget Hearing Meeting: Approval of September 27, 2023, Village Council Final Budget Hearing Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
2. November 9, 2023, Village Council Regular Meeting Minutes: Motion for the Approval of November 9, 2023, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
3. Approve Agreement With MaintStar, Inc. For Electronic Plan Review Software, Hosting and Support - Planning, Zoning & Building Department (PZB) (FY 2024 Budget Funded) - MaintStar, Inc.: Approve an agreement in the amount not to exceed \$39,000 to MaintStar Inc. for additional software licenses, hosting and support services for Electronic Plan Review (EPR) Software to be added to the land management system for the Planning, Zoning, & Building Department. Funding to support the MaintStar Electronic Plan Review module is within the FY2024 Planning, Zoning, & Building Department.
Staff: Iramis Cabrera, PZB Director

SUMMARY: On July 8, 2021, the Village Council approved an agreement with MaintStar, Inc. to provide all requisite software, project management, and implementation services, including training, technical support, and import/conversion of existing data from the Tyler-Munis platform. The Planning, Zoning & Building, and Information Technology (IT) Departments have been working with the MaintStar team since October 2021, and the implementation is expected to be successfully completed by December 2023.

The Planning, Zoning & Building Department identified the next step in the modernization of the Village's plan review process was to move to an electronic plan review, which is considered the industry standard. The technology provides for the submittal of digital plans and their subsequent review by the required Departments (including PBC Fire Rescue) in an efficient, time-saving manner. This will dramatically improve the experience for Village patrons (i.e., property owners, developers, contractors, owner-builders, etc.) as well as Village staff. The Village Council approved funding (\$39,000.00) in the FY 2024 Budget - General Fund to purchase and install this module.

Fiscal Impact: Funding to support the proposed purchase and implementation of the MaintStar Electronic Plan Review module is within FY 2024.

4. Work Authorization No. 6 - Piggyback - Roadway Asphalt Milling & Resurfacing - Public Works Department (FY 23/24 Budget Funded) - Ranger Construction Industries, Inc.: Approve Work Authorization No. 6 with Ranger Construction Industries, Inc., in the amount of \$161,711.93 for milling and

resurfacing five (5) roadways within the Village. Funding to support Work Authorization No. 6 is available within the FY 2024 - General Fund. Staff: Timothy Crespo, Assistant Public Works Director

Summary: The Public Works Department recommends that five (5) roadway segments throughout the Village be milled and resurfaced based on visual inspection and rating by staff. These roadways have pavement; however, they have significant pavement deterioration and must be milled and resurfaced to extend their service life. The roads that are proposed to be milled and resurfaced had the lowest rating of all the roads that we assessed last year (Zone B) from Canal 9 South to 10th Ave.

The Public Works Department is recommending that the following five (5) roadways be approved to be milled and resurfaced utilizing the Village's existing piggyback contract with Ranger Construction Industries, Inc. for the amount of \$161,711.93:

- East Lake Road (From Gulfstream Road - Shady Lane)
- Reo Lane (From 10th Avenue - Dead End)
- Riverdale Road (From Davis Road - Dead End)
- Yucatan Drive (From Davis Road - Russell Drive)
- Rex Avenue (From Complex Entrance - Congress Avenue)

To get the lowest possible price, the Village staff recommends using our existing agreement and piggybacking off the current Palm Beach contract awarded to Ranger Construction Industries on October 16, 2021. Palm Beach County conducted a competitive selection process for the Palm Beach County Annual Milling and Resurfacing Contract (ITB # R2021-0984 - Project Number 2021050 - August 17, 2021).

The Village accepts Ranger Construction Industries' pricing under the Palm Beach County contract, including all conditions, terms, and prices. Palm Beach County's contract expires on October 16, 2024, but a six (6) month renewal option is available.

All original bid documents authorizing the initial piggyback and renewal agreements with Ranger Construction Industries, Inc. are available in the Village Clerk's Office.

Per the Village's Purchasing Code, Section 58-9: By using contracts from other government agencies, the Village can award contracts by piggybacking or accessing the goods and services from contracts with the State of Florida, Florida political subdivisions, or any other governmental entity (other than the Federal government). The agreement is valid if the goods and services are identical or substantially similar and procured competitively.

March/April 2024 is the estimated completion date of the project.

The proposed project Work Authorization No. 6 was prepared by the Village Attorney and reviewed by the Assistant Public Works Director, Assistant Village Manager, and the Finance Director.

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

Fiscal Impact: Funding to support purchases under this proposal is available within the FY 2024 - General Fund (01441-55300).

- FY23/24 Approved Budget 01441-55300 \$165,000.00
- Project Request – General 01441-55300 \$161,711.93 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.

5. Authorize Installation of Fiber Optic Lines - Utilities & Public Works Departments (FY 2024 American Rescue Plan Act (ARPA) Funded) - Palm Beach County: Approve a best-interest prepared by Palm Beach County's contractor, Precision Contracting Services Inc., installation of fiber optic lines and acceptance of Palm Beach County's price of \$131,410.00. Installation will take place at the R.L. Pratt Water Treatment Plant and the 2400 Kirk Road building. The project will be funded through ARPA funds.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities and Public Works Departments need fiber optic lines installed at the Pratt Water Treatment Plant and 2400 Kirk Road building. The fiber optic lines will allow the secure and reliable use of data at both facilities, which include the internet, phone systems, security cameras, access controls, and other essential services. The project will be funded through American Rescue Plan Act (ARPA) funds.

The Information Technology department has recommended the fiber optic lines be installed by Palm Beach County through the use of their Fiber Optic Master Work Order Contract (IFB#19-065/HS). The use of Palm Beach County's fiber network would allow for the best pricing and security when compared to commercial offerings by vendors. The cost of installation of fiber optic lines to the Pratt Water Treatment Plant and 2400 Kirk Road would be:

<u>Location</u>	<u>Amount</u>
R.L. Pratt Water Treatment Plant	\$ 40,380.00
2400 Kirk Road	\$ 91,030.00

Total	\$131,410.00
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The approved FY 2024 Budget included \$82,220 for the installation of fiber to the Pratt Water Treatment Plant and \$91,030.00 for the installation of fiber at 2400 Kirk Road.

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

The proposed quotes were prepared by Palm Beach County's contractor, Precision Contracting Services Inc., and reviewed by the Information Technology Director, Assistant Utilities Director, Utilities Director, and Finance Director. Although Precision Contracting Services Inc. prepared the quote, the Village would make payment to Palm Beach County for the completion of the fiber optic line installation.

The Village has worked with Palm Beach County for the installation of fiber optic lines in the past and received excellent service and a quality product.

Fiscal Impact: Funds to support the proposed purchase are available within the FY 2023 Budget - Water & Sewer Enterprise Fund and General Fund by way of ARPA funding. 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.

6. Equipment Purchase - Cooperative Purchase - EnviroSight LLC - Utilities Department (FY 2024 Budget Funded): Approve a cooperative purchase from EnviroSight LLC. for \$343,071.21 for a camera truck to perform visual inspections of sewer and storm pipelines for the Utilities Department. Funds to support this proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department must purchase a camera truck to inspect sewer and storm pipelines visually. EnviroSight LLC. manufactures vehicles and equipment and provides continuous services and support within Florida. EnviroSight's service centers are in Deerfield Beach and Orlando, Florida.

To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Sourcewell contract awarded to Envirosight LLC. Sourcewell completed a competitive selection process - Sewer Inspection and Maintenance Equipment (Bid #120721- EVS - January 26, 2022). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 Budget, the Village Council approved the purchase of a camera truck for \$450,000.00. As a result, Envirosight LLC. has provided the Village with a quote to provide a camera truck with all necessary equipment to perform inspections of sewer and stormwater pipelines for \$343,071.21. The expected delivery is within 120 days of the order date.

If approved, the Village would accept Envirosight LLC's pricing by utilizing the Sourcewell cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on January 17, 2026.

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, 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.

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

7. Authorize Monitoring System and Valve Purchase - Single Source Purchase - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - AirVac: Approve purchase from AirVac as a single-source, in the amount of \$1,423,936.88 for a monitoring system and replacement valves for the Village's three (3) Vacuum Sewer Stations. The funds to support this project are available with the FY 2024 Budget Funded - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department is recommending the purchase of a monitoring system and replacement valves for the Village's three (3) Vacuum Sewer Stations. The sewer system is a proprietary system provided by AirVac, and it is recommended that we utilize their patented parts and supplies within our vacuum sewer system. The vacuum sewer system currently has no remote monitoring, which leads to extended time to diagnose issues and increased frustration for our utility customers. Additionally, the valves within the vacuum sewer pits need to be replaced due to age and to be compatible with the remote monitoring system. This project has been reprioritized as a primary focus for the Utilities Department due to the failures of the vacuum sewer system and the inconveniences those failures have caused our customers. Due to these failures, during FY 2023, the Utilities Department requested AirVac evaluate the vacuum sewer system and make recommendations to ensure reliable service for our customers. The items included for approval are part of the recommendations made by AirVac and confirmed by our staff and consultants to improve the performance and reliability of the vacuum sewer system.

AirVac has provided a letter outlining the proprietary nature of this system and that the parts and supplies would only be available directly from their company. The proposed Agreement to purchase parts and supplies would be similar to the existing pricing that the Village is currently receiving. Thus, it is recommended to authorize the Village to make the necessary AIRVAC parts purchases under the Single Source purchasing provision within the Village's purchasing code:

Within the FY 2024 Budget, the Village Council approved the purchase of a Vacuum Sewer Station Monitoring System for \$175,000.00. AirVac has provided the Village with quotes to provide the monitoring system, valves, and needed components for \$1,423,936.88. The Utilities Department will be utilizing funding from two other projects that were approved within the FY 2024 Budget to complete this project. The Well No. 14 Replacement (\$1,200,000.00) and Water Main Capacity Improvement (\$892,783.00) projects will be started later in the fiscal year to utilize those budgets to cover the Vacuum Sewer Station Monitoring. The Vacuum Sewer Station Monitoring project has become a larger priority to complete due to the effect it has on our residential and commercial customers. A budget amendment or transfer of the Water & Sewer Fund may be necessary to cover the additional cost at a later date.

The Village's Purchasing Code - Section 58-7. Single source purchases provide that upon receipt of justification from the user department and/or the proposed single source, the finance department may select a single source without competition if, after conducting a search for available sources, the finance department, together with the user department determines that only a single source is practicable or for other reasons single source is in the best interest of the Village. Upon determination of a single source, contract negotiations shall commence with the single source. If contract terms are agreed upon and the single source purchasing is anticipated to have a total value of \$25,000 or less, a

contract between the Village and the single source may be approved and executed by the Village Manager. If contract terms are agreed upon and the single source purchase is anticipated to have a total value of more than \$35,000, the Council must approve the contract between the Village and the single source.

If the single source purchase is approved, the Village would accept AirVac's pricing including all terms and conditions therein.

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

The Village has worked with the proposed vendor previously and has 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.

8. Purchase Agreement for Submersible Pumps - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.: Approve a purchase agreement from PSI Technologies, Inc. for twelve (12) submersible pumps. The current 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 twelve (12) aging wastewater pumps at lift stations throughout the Village's utility service area with submersible pumps. Failures and inefficiencies were noticed with the pumps that had to be replaced. It's anticipated that the Village will save money through reduced electricity, staff maintenance costs, etc., by upgrading the pumps to newer, more reliable, and efficient submersible pumps. Our utility customers will benefit from improved operational efficiency.

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

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

Through the existing agreement with PSI Technologies, the staff was able to obtain the following proposed cost for the purchase of twelve (12) submersible wastewater pumps:

<u>Item</u>	<u>Amount</u>
Waterview Back Liftstation (2 Pumps) PSI Technologies	\$16,900.00
Palm Springs Apartments (2 Pumps) PSI Technologies	\$19,500.00
Waterview Front Liftstation (2 Pumps) PSI Technologies	\$23,600.00
Autocare Liftstation (2 Pumps) PSI Technologies	\$26,800.00
Beach & Ardel Liftstation (2 Pumps) PSI Technologies	\$26,800.00
Idaway Liftstation (2 Pumps) PSI Technologies	\$26,800.00
Total	\$140,400.00

The approved FY 2024 Budget - Water & Sewer Fund included \$140,000 for the purchase of replacement lift station pumps.

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

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

Fiscal Impact: Funds to support the proposed purchase are available within the FY 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.

9. Change Order #4 (WA# EE-U01.4) - Vacuum Station No. 1 Improvements (Task Order # 240) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - CHA Consulting, Inc. f/k/a Eckler Engineering, Inc.: Approve Change Order #4 (WA #EEE-U01.4) with CHA Consulting to amend Task Order #240 for \$13,168.00 for additional engineering services to address defective work by Hinterland Group for work related to the Vacuum Station No. 1 Improvements Project. Funding to support Change Order #4 is available within the FY2024 Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: On November 8, 2018, the Village Council approved Task Order #240. On February 13, 2020, Village Council approved Task Orders #266 and #278 with CHA Consulting, Inc. (CHA) for professional engineering services

associated with the Vacuum Station No. 1 Improvements project for the total contract amount of \$71,559.00.

NOTE: The project was capitalized into three different task orders/purchase orders for the following amounts: TO #240 = \$29,282.00, TO #266 = \$24,685.00, and TO #278 = \$17,592.00.

The contracted utility contractor, Hinterland Group, LLC. (HG), proceeded to install a waterproofing product on the stairwell footer and against the existing Vacuum Station wall that was not originally specked or reviewed and approved by CHA. The drawings called for a vinyl water stop at the footer which HG failed to install prior to the concrete pour. The same water stop membrane that was installed on the footer was also improperly installed vertically on the existing station wall. Due to this defective work, a stop work order was placed on the project until this issue could be reviewed, the proper documentation provided and reviewed by CHA, and a decision made on how to resolve this oversight by the Contractor.

After CHA consulted with a local waterproofing representative, a directive was issued to HG to remove the improperly installed waterproofing membrane and to install an alternate approved waterproofing material following the manufacturer's specifications and with CHA's inspection/approval. All this additional effort by CHA resulted in spending additional time and resources that were not part of their contract. Therefore, in order to cover these additional costs, the Village decided to enforce the section in HG's contract in the General Conditions, article 14.03, "Defective Work", which states that costs incurred by the Engineer (CHA) due to defective work by the Contractor (HG), can be recouped via a back charge from the Owner to the Contractor (HG).

NOTE: A change order to HG (CO #4) is also being presented at this month's Council meeting which has the deduction for this cost included in the amount of the change order.

The Utilities Department is requesting an amendment to the contract for Task Order #240 (Change Order #4) in the amount of \$13,168.00 for additional engineering services by CHA to address defective work by HG.

NOTE: Copies of the previous three (3) change orders are available in the clerk's office if required.

Fiscal Impact:

<u>Item</u>	<u>Contract Amount</u>
Original Contract Amount (TO# 240)	\$29,282.00
Approved Change Order No. 1	\$4,653.00
Approved Change Order No. 2	\$3,257.00
Approved Change Order No. 3	\$25,566.00
Proposed Change Order No. 4	13,168.00
Revised Contract Amount (TO# 240)	\$75,926.00

Revised Total Contract Amount for TO's #240, #266, #278 \$118,203.00

If approved, the total cost of the Vacuum Station No. 1 Improvements project within Task Order #240 will be increased to \$75,926.00 and the total project contract will be increased to \$118,203.00.

It is estimated that the proposed Vacuum Station No. 1 Improvement project will be completed by January 4, 2024.

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

An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

10. Change Order #4 - Vacuum Station No. 1 Improvements (Task Order # 240) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group, LLC: Approve Change Order No. 4 (Task Order No. 240) - Vacuum Station No. 1 to extend the project completion date an additional 112 calendar days (total current contract time from 752 days to 864 days), and to increase the contract amount by \$71,488.

Staff: Jimmie Johnson, Utilities Director

SUMMARY: On August 12, 2021, the Village Council approved Task Orders No. 240, 266, and 278 with Hinterland Group, LLC for construction services for the Vacuum Station No. 1 Improvements Project for a total contract price of \$472,600.00.

During the construction phase of the Vac Station stairwell, it was discovered that there were existing non-village utilities consisting of an FPL electrical service and AT&T phone service lines in conflict with the proposed stairwell location. The electrical service was required to be relocated outside the stairwell footprint and the phone lines resulted in old, abandoned lines that were no longer in use which were removed.

The construction plans were revised to show the relocated route of the electrical service and Hinterland Group, Inc. (Contractor) was issued a work directive to do the work on time and materials per contract requirements.

Note: The project has already experienced several delays due to supply chain issues and permitting issues with the Palm Beach County Building Department.

Later, another issue surfaced when the Contractor proceeded to install a waterproofing product that had not been approved by the Engineer of Record (EOR), CHA Consulting, on the stairwell footer and existing Vac Station wall. The

drawings called for a vinyl water-stop at the footer which the Contractor failed to install before it was poured, and a water-stop membrane was improperly installed on the wall. A stop work order was issued until proper documentation was submitted by the Contractor to the Engineer of Record for their review and approval. A determination would need to be made on what product to use on the footer now that it has already been poured. After the Engineer of Record consulted with a waterproofing rep, a directive was issued to the Contractor to remove the improperly installed waterproofing and to install the submitted approved waterproofing product per the manufacturer's specifications and with the Engineer of Record's inspection/approval. All this additional effort caused the Engineer of Record to spend time and resources that were not part of their original contract. Therefore, to cover these additional costs, the Village will enforce the section in the Contractor's contract in the General Conditions, Article 14.03, "Defective Work", which states that costs incurred by the Engineer of Record due to defective work by the Contractor, can be charged back and paid for by the Contractor.

The Village's contracted engineer, CHA Consulting, Inc., and the Utility department are requesting an amendment to the contract for Task Order No. 240 (Change Order #4) of \$71,488.00 for the following items: Additional construction services via WD #1 (\$84,656.00), a deduction for additional engineering services by CHA Consulting, Inc., (-\$13,168.00) for defective work, and an extension of contract time for an additional 112 calendar days for work performed under WD #1 (total contract time from 752 days to 864 days).

Note: Copies of the previous three (3) change orders are available in the clerk's office if required.

Fiscal Impact:

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Contract Amount	\$472,600.00	240 days
Approved CO #1	-\$51,549.95	0 days
Approved CO #2	\$0.00	290 days
Approved CO #3	\$0.00	222 days
Proposed CO #4	<u>\$71,488.00</u>	<u>112 days</u>
Revised Contract Amount	\$492,538.05	864 days

If approved, the total cost of the Vacuum Station No. 1 Improvements Project within Task Order No. 240 will be increased to \$492,538.05, and the total contract time will be increased to 864 days.

If approved, it is estimated that the proposed Vacuum Station No. 1 Project will be completed by January 4, 2024.

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

An internal budget transfer or amendment to support the proposed costs above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

11. Work Authorization No. SAK-U04 Trenchless Rehabilitation Services (Sewer Lining) (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - SAK Construction, LLC. Approve Work Authorization No. SAK-U04 with SAK Construction, LLC for the amount of \$279,839.00 for sewer lining and manhole rehabilitation for the Village's utility system. Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department must utilize trenchless rehabilitation services to line gravity sewer mains to reduce inflow and infiltration into the Village's wastewater system. Infiltration is water that leaks into the sanitary sewer system through cracks, broken joints, and holes in manholes and sewer pipes. Infiltration and inflow increase the Village's sewage transmission costs as these costs are based on the volume of liquid measured by flow meters at the point where sewage leaves the village collection system. In addition, infiltration and inflow consume part of the Village's fixed sewage treatment capacity which would otherwise be available for new sewer customers. For these reasons, it is important to annually seal those portions of the village's sewage collection system which are experiencing significant infiltration and inflow. Village staff have identified 5,071 linear feet of cured-in-place pipelining and 243 vertical feet of manhole rehab that will be completed. The total cost for the identified areas of sewer lining and manhole rehabilitation is \$279,839.00.

Note: To ensure the lowest possible price, the staff recommends that the Village utilizes our existing agreement, which is a cooperative purchasing contract with SAK Construction, LLC. OMNIA Partners/Region 4 Education Service Center awarded that to SAK on March 1, 2022. This selection by OMNIA Partners was completed through a competitive selection process – RFP Trenchless Technology Rehabilitation and Related Products and Services (RFP No. R220402 – August 26, 2021).

The Village accepted SAK's pricing as approved under OMNIA Partner's contract including all terms, conditions, and pricing. The term of the proposed OMNIA Partner's contract would expire on February 28, 2025. The Village will not expend

more than the amount within the approved budget as it may be adopted/amended for each of these goods and services over the term of this contract. All original bid documents authorizing the cooperative purchasing contract with OMNIA Partners are available in the Village Clerk's Office.

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

The approved FY 2024 Budget - Water & Sewer fund included \$280,000.00 for wastewater lining. If approved, it is estimated that the proposed project would be completed within 90 days (April 2023) following the Notice to Proceed by the Village.

The proposed project Work Authorization No. SAK-U04 was prepared by SAK Construction, LLC, and reviewed by the Assistant Utilities Director, Utilities Director, Finance Director, and the Village Attorney.

The Village has previously 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.

12. Approve Quicklime Purchase Agreement - Cooperative Purchase Agreement - Utilities Department (FY 2024 Budget Funded) - Lhoist North America of Alabama, LLC.: Approve a Purchase Agreement with Lhoist North America of Alabama, LLC., by the City of Tamarac, the Lead Agency for the Co-op, for the purchase of quicklime. Funding is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department, throughout the year, has a need to purchase quicklime, which is a critical chemical component in the water treatment process that enables organic contaminants to be saturated and attach to sand that is used in the process; thus, providing a higher quality of water for our customers.

To ensure the lowest possible price, the staff recommends that the Village utilize the current Southeast Florida Governmental Purchasing Cooperative (Co-Op)

contract. The contract was awarded to Lhoist North America of Alabama, LLC., by the City of Tamarac, the Lead Agency for the Co-op, and was completed through a competitive selection process - Furnish, Deliver, and Discharge of Quicklime (Bid No. 24-36B - October 11, 2023).

The proposed price provided is as follows:

- Pebble Quicklime \$ 451.23/Ton

Note: This contract was completed as part of the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs within the Co-Op to receive the best (lowest) price possible.

If approved, the Village would accept Lhoist North America of Alabama, LLC's pricing piggybacking the City of Tamarac's (Southeast Florida Co-Op) contract including all terms, conditions, and pricing therein. The term of the contract is set to expire on October 31, 2026, and may be renewed for one (1) additional three (3) year periods.

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

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

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

The Village has worked with the proposed vendor previously 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 spend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

13. Vehicle Purchases - Cooperative Purchases - Utilities Department (FY 2024 Budget Funded): Approve the purchase of three (3) Ford F-250 3/4 ton trucks with utility beds and two (2) Ford Mavericks for the Utilities Department utilizing the Florida Sheriff's Association (Bid FSA23-VEH 31.0 - October 1, 2023) for \$239,013.21. Funds to support this proposed vehicle purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department needs to purchase vehicles to support the daily operational utility services and activities that are provided for our community. To ensure the lowest possible price, the staff recommends that the Village utilize cooperative purchasing of the current Florida Sheriffs Association & Florida Association of Counties contract awarded to various vendors (including Duval Ford). The Florida Sheriffs Association & Florida Association of Counties completed a competitive selection process – Pursuit, Administrative & Other Vehicles (Bid #FSA23-VEH31.0 - October 1, 2023). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 budget, the Village Council approved \$250,000 to be used to purchase three

(3) Ford F-250 3/4 Ton Trucks with Utility Beds and two (2) Ford Rangers. The Ford Ranger was replaced with the Ford Maverick on the #FSA23-VEH31.0 contract. The cost of the five (5) vehicles is \$239,013.21.

If approved, the Village would accept Duval Ford'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, 2024.

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

The Utilities Director, Assistant Utilities Director, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

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.

14. Vehicle Purchase - Piggyback Purchase - Utilities Department (FY 2024 Budget Funded): Approve the purchase of one (1) Ford Escape for the Utilities Department utilizing the Bradford County Sheriff's Office (Bid BCSO 22-27-1.0 - September 12, 2022) for \$31,288.81. Funds to support this proposed vehicle purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: The Utilities Department needs to purchase a vehicle to support the collection of drinking water samples by the laboratory within the water treatment plant. To ensure the lowest possible price, the staff recommends that the Village utilize piggyback purchasing of the current Bradford County Sheriff's Office contract awarded to various vendors (including Duval Ford). The Bradford County Sheriff's Office completed a competitive selection process – Automotive Pursuit Vehicles, Light Truck, and SUV's, Medium Duty Vehicles and Equipment (Bid #BCSO 22-27-1.0 - September 12, 2022). Bid documents are on file in the Office of the Village Clerk.

Within the FY 2024 budget, the Village Council approved \$35,000 to be used to purchase one (1) Ford Escape. The Village has used the Florida Sheriffs Association & Florida Association of Counties contract to purchase vehicles in the past. However, the Ford Escape was not available as part of that bid this year.

If approved, the Village would accept Duval Ford's pricing by piggybacking the Bradford County Sheriff's Office contract, including all terms, conditions, and pricing. The term of the contract will expire on September 12, 2025.

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 Florida's 38 political subdivisions; 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 Utilities Director, Assistant Utilities Director, and Finance Director reviewed the proposed vehicle purchase.

The Village has previously worked with this manufacturer and dealership and received a good product and service.

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.

15. Change Order #1 - Pratt WTP Generator Replacement (Task Order #296) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - All Florida Contracting Services, LLC: Approve Task Order No. 296 with All Florida Contracting Services, LLC for RL Pratt Water Treatment Plant Generator Replacement. A notice to proceed was issued on October 5, 2022, with a contract time of 210 days to substantial completion and 240 days to final completion.
Staff: Jimmie Johnson, Utilities Director

SUMMARY: On July 21, 2022, the Village Council approved Task Order No. 296 with All Florida Contracting Services, LLC for RL Pratt Water Treatment Plant Generator Replacement. A notice to proceed was issued on October 5, 2022, with a contract time of 210 days to substantial completion and 240 days to final completion.

During the initial phases of construction, it was discovered that due to supply chain issues and material shortages there was a delay in receiving the generator being manufactured overseas, resulting in the generator being shipped after the original contract time expired on June 2, 2023.

The Village's selected contractor, All Florida Contracting Services, LLC (AFC), and the Utilities Department therefore are requesting an extension to the contract time for Task Order No. 296 (Change Order No.1) in the amount of 226 days.

Fiscal Impact:

<u>Item</u>	<u>Contract Amount</u>	<u>Contract Time / Add'l Days</u>
Original Contract Amount	\$380,200.00	240 Days
Proposed Change Order No 1	\$0.00	<u>226 Days</u>
Revised Contract Amount	\$380,200.00	466 Days

There is no fiscal impact to the project from Change Order No. 1. Upon approval, the new Substantial Completion date will be December 15, 2023, and the new Final Completion date will be January 15, 2024.

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

End of Consent Agenda....

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

Mayor Pro Tem Waller made a motion to approve the Consent Agenda and Vice-Mayor Brinkman seconded the motion. The said motion carried 5-0.

PRESENTATIONS

REGULAR AGENDA

16. Contract Agreement for Solid Waste and Recycling Collection Services - Public Works Department - Fiscal Year 2024 Budget - Sanitation & Recycling Fund - Waste Pro: Motion to approve staff's recommendation to enter into a contract agreement with Waste Pro for a negotiated amount of \$1,726,946.00 for a period of five (5) years, with an option to renew an additional three-year term for collection of Solid Waste and Recycling Services throughout the Village. Funding is available within the FY 24 Budget-Sanitation & Recycling Fund.

Staff: Timothy Crespo, Assistant Public Works Director

SUMMARY: The Village of Palm Springs must select a vendor to provide Solid Waste and Recycling Collection Services throughout the Village as the current contract expires March 2024. The new agreement will begin on April 1st, 2024 and will be for five (5) years with one (1) renewal option of three (3) years. The selected vendor will maintain current collection services for Village Single- Family, Multi-family, and Commercial accounts two times each week and once-a-week for vegetation waste, bulk items, and recycling.

The contractor will pay the Village a five percent (5%) franchise fee which shall be deducted from monthly bills. The contractor will also promote recycling through educational and promotional programs for recycling, and participate in at least two (2) promotional programs within the Village annually. This shall include promotional materials, educational curriculum for local schools, and events for community participation.

To ensure the selection of the best-suited vendor, the Village issued a Request for Proposal (RFP) on August 3, 2023, for Solid Waste and Recycling Collection Services throughout the Village. The Village utilized a Competitive Selection Purchase process under Section 58-5, Competitive Selection Purchase Requirements of the Village Code - Solid Waste and Recycling Collection Service (RFP No. 2023R-001 - September 5, 2023).

Interested solicitors were required to attend a mandatory pre-bid conference at Village Hall on August 17, 2023.

On September 8, 2023, at 4:00 p.m. Local Time, RFPs were required to get submitted for consideration. There were two (2) proposals received.

<u>Vendor</u>	<u>Total Bid</u>
Waste Pro USA	\$ 1,816,941.96
Waste Management	\$ 2,620,198.40

The Village Manager appointed six (6) members to the Solid Waste and Recycling Collection Service Selection Committee. The Committee included representatives from the Public Works Department, Utilities Department, Parks & Recreations, Code Enforcement, and Human Resources.

Note: The Utilities Department did not participate in the evaluation process due to an emergency.

The Selection Committee met on October 18, 2023, to review each proposal, and recommend the best proposer. Each company's proposal was evaluated and scored based on the letter of interest, qualifications, methodology, transition plan, price, and references. After reviewing the two (2) proposals received, the Committee selected Waste Pro.

The Village Attorney prepared a proposed agreement for Solid Waste and Recycling Collection Services. The Assistant Village Manager, Assistant Public Works Director, and Public Works Supervisor have reviewed the agreement and requested approval from the Council.

Within the Fiscal Year 2024 Budget - Sanitation & Recycling Fund, the Village Council approved \$1,726,946.00 in funding for these ongoing contractual services.

If approved, the Village would accept Waste Pro's terms, conditions, and pricing under the submitted RFP package and the proposed agreement. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

Fiscal Impact: Funding to support the Solid Waste and Recycling Collection Services Agreement proposal is available within the FY 2024 Budget - Sanitation & Recycling Fund.

Michael Wood spoke about the recommendation to approve an agreement with Waste Pro for Solid Waste and Recycling Collection.

He stated that the Village's agreement with Waste Pro expires on March 24, 2024. The Village must select a new vendor for its Solid Waste and Recycling Collection Services. The new agreement begins on April 1st, 2024, and will be for five (5)

years with one (1) renewal option of three (3) years. The selected vendor will maintain current collection services for Village Single-Family, Multi-family, and Commercial accounts two times each week and once-a-week for vegetation waste, bulk items, and recycling.

To ensure the selection of the best-suited vendor, the Village issued a Request for Proposal (RFP) on August 3, 2023, for Solid Waste and Recycling Collection Services throughout the Village. The Village utilized a Competitive Selection Purchase process under Section 58-5, Competitive Selection Purchase Requirements of the Village Code - Solid Waste and Recycling Collection Service (RFP No. 2023R-001 - September 5, 2023).

Interested solicitors were required to attend a mandatory pre-bid conference at Village Hall on August 17, 2023.

On September 8, 2023, at 4:00 p.m. Local Time, proposals had to be submitted for consideration. There were two (2) very good proposals received.

The Selection Committee met on October 18, 2023, to review each proposal, and recommend the best proposer. Each company's proposal was evaluated and scored based on the letter of interest, qualifications, methodology, transition plan, price, and references. After reviewing the two (2) proposals received, the Committee selected Waste Pro because it was more cost-effective. There is a moderate increase of 12% projected. Mr. Wood introduced Mr. Christopher Schulle, Division Manager of Waste Pro, and Evans Aubin, Route Supervisor to answer Council questions.

Mr. Schulle explained his attempt to be proactive when addressing problems and with the help of Mr. Aubin they make it happen.

Mayor Smith offered the public and Council an opportunity to speak further about the agreement.

Mayor Smith commented on Waste Pro's good service. She stated they do an excellent job with waste collection and recycling.

If approved, the Village would accept Waste Pro's terms, conditions, and pricing under the submitted RFP package and the proposed agreement. 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.

Council Member Ready made a motion to approve a Contract Agreement with Waste Pro (RFP2023R-001) for \$1,726,946 for five years. Vice-Mayor Brinkman seconded the motion. The said motion carried 5-0.

PUBLIC COMMENT

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

PUBLIC HEARINGS

17. (Quasi-Judicial Hearing) Resolution No. 2023-52 - Commercial Planned Development Master Site Plan (SPR23-10) - Village Collection of Palm Springs - Northwest corner of 10th Avenue North & South Florida Mango Road: Motion to recommend approval to the Village Council for a Master Commercial Planned Development Site Plan (SPR23-10) to allow the redevelopment of the site to accommodate three (3) separate development projects on the portion of the property west of the Chase Bank building at the northwest corner of 10th Avenue North and South Florida Mango Road.

Staff: Iramis Cabrera, PZB Director

Mayor Smith announced again that Items 17, 18, and 19 were postponed. She asked if anyone from the public wanted to comment in general. At this point, Insight Studio, Agent for the Developer, commented. He stated that he received minor comments from Palm Beach County regarding the site plans. He asked the Council if they would postpone his items to the January 11, 2024, Village Council Regular Council Meeting (Public Hearings).

Vice-Mayor Brinkman made a motion to postpone Items 17, 18, and 19 to January 11, 2024, Village Council Regular Meeting. It was seconded by Council Member Schmitz. The said motion carried 5-0.

POSTPONED TO JANUARY 11, 2024, VILLAGE COUNCIL REGULAR MEETING

18. (Quasi-Judicial Hearing) Resolution No. 2023-53 - Site Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) - Chick Fil A - 2625 10th Avenue North (Tract 2): Motion to recommend approval to the Village Council for a Site Development Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) approval to allow the construction of a 6,111 square foot restaurant building within the Commercial General property located at 2625 10th Avenue North.

Staff: Iramis Cabrera, PZB Director

POSTPONED TO JANUARY 11, 2024, VILLAGE COUNCIL REGULAR MEETING

19. (Quasi-Judicial Hearing) Resolution No. 2023-54 - Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) - Chipotle - 2665 10th Avenue North (Tract 3): Motion to recommend approval to the Village Council for a Site Development Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) approval to allow the construction of 2,454 square foot restaurant building with outdoor seating area within the Commercial General property located at 2665 10th Avenue North.

Staff: Iramis Cabrera, PZB Director

POSTPONED TO JANUARY 11, 2024, VILLAGE COUNCIL REGULAR MEETING

20. (Second 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": Approve 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

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 prohibited 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 was presented to the Planning & Zoning Advisory Board for their consideration during the November 14, 2023, regular meeting.

The proposed ordinance was approved on the 1st reading with some requested modifications by the Village Council on November 9, 2023.

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

The Village Clerk, Ms. Wynn read the advertisement statement on the record. Ms. Cabrera stated that the staff's presentation was completed at the First Reading

(November 9, 2023). Further, she added language about overnight parking when referring to nice cocktail restaurants and event halls.

The Village Attorney, Mr. Torcivia, read the title of the caption. Mayor Smith offered the public an opportunity to comment. There were no comments from the public.

Mayor Pro Tem Waller made a motion to approve Ordinance No. 2023-11, and it was seconded by Council Member Ready. The said motion carried 5-0.

21. (First Reading) Ordinance No. 2024-01 - Village Code Amendment - Chapter 74 - Traffic and Vehicles: Motion to recommend Approval to the Village Council of Ordinance No. 2024-01, to amend the Village Code of Ordinances Chapter 74, "Traffic and Vehicles", by adding Article IV "Truck Routes", to established approved truck routes in the Village's Municipal Boundaries; authorizing the Village Manager to install trucking signs; and, authorizing penalties for violations. Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village staff is recommending amendments to the Village Code - Chapter 74 - Traffic and Vehicles, Article IV, to designate formal truck routes in order to mitigate adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors.

An effort was taken to evaluate the roadway network and identify streets that are most appropriate for truck traffic and those streets on which truck traffic should be prohibited. The proposed truck routes were reviewed by Palm Beach County Traffic Engineering. The County considers any roadway depicted on the Thoroughfare Identification Map (TIM) to be eligible to serve as a truck route, but prohibits trucks on local, residential streets.

In general, the proposed Regulated Truck Route map designates state roads as primary truck routes, County TIM roads that are residential in character as secondary truck routes, 2nd Avenue North as "No Hazardous Cargo" due to the residential uses along its north side, and Village streets as being prohibited from regulated trucks. A regulated truck is defined as one which has a weight capacity of 10,000 pounds or more and 6+ tires. This definition includes some Class 3, medium duty flatbed trucks and box trucks, as well as "semi-trucks". Village streets will be posted with "No Thru Trucks Allowed" or "No Trucks" by the Public Works Department at key locations. Trucks that make deliveries along a Village residential street are exempted from the truck prohibition.

Notices of the proposed truck routes were mailed to sixty (60) commercial property owners and businesses, and the proposed Regulated Truck Route map was posted on the Village website. At this time, only one telephone call was received as a result of the mailing (from Phantom Fireworks) and no concerns were expressed. An informational brochure has been prepared to provide for business operators to share with truck drivers.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney, Police Chief, Planning, Zoning and Building Director, and Public Works Director.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on January 11, 2024.

Note: A Business Impact Estimate was prepared pursuant to Sec. 166.041(4), Florida Statutes.

Fiscal Impact: The proposed ordinance has no direct fiscal impact on the Village.

A Business Impact Estimate was prepared pursuant to Sec. 166.041(4), Florida Statutes.

Mrs. Glas-Castro introduced Ordinance No. 2024-01. Village staff recommends amendments to the Village Code - Chapter 74 - Traffic and Vehicles, Article IV, to designate formal truck routes in order to mitigate adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors.

An effort was taken to evaluate the roadway network and identify streets that are most appropriate for truck traffic and those streets on which truck traffic should be prohibited. The proposed truck routes were reviewed by Palm Beach County Traffic Engineering. The County considers any roadway depicted on the Thoroughfare Identification Map (TIM) to be eligible to serve as a truck route, but prohibits trucks on local, residential streets.

In general, the proposed Regulated Truck Route map designates state roads as primary truck routes, County TIM roads that are residential in character as secondary truck routes, 2nd Avenue North as "No Hazardous Cargo" due to the residential uses along its north side, and Village streets as being prohibited from regulated trucks. A regulated truck is defined as one which has a weight capacity of 10,000 pounds or more and 6+ tires. This definition includes some Class 3, medium duty flatbed trucks and box trucks, as well as "semi- trucks". Village streets will be posted with "No Thru Trucks Allowed" or "No Trucks" by the Public Works Department at key locations. Trucks that make deliveries along a Village residential street are exempted from the truck prohibition.

Notices of the proposed truck routes were mailed to sixty (60) commercial property owners and businesses, and the proposed Regulated Truck Route map was posted on the Village website. At the time, only one telephone call was received as a result of the mailing (from Phantom Fireworks) and no concerns were expressed. An informational brochure has been prepared to provide for business operators to share with truck drivers.

Mrs. Glas-Castro explained that Ordinance No. 2024-01 was related to the trucks that use Greenbrier Drive as a route.

Mayor Smith offered the Council and public an opportunity to speak. Mayor Smith asked about the definition of a truck. Mrs. Glas-Castro defined a truck as a vehicle that is 10,000lbs or more (ex. semi-truck, box truck and trailer). Council Member Ready asked who is responsible for damaged asphalt caused by the trucks. Mrs. Glas-Castro advised Council Member Ready that the burden becomes the Village unless fault from the trucks can be proven. Vice-Mayor Brinkman questioned the enforcement of traffic regulations on Cayman Drive. There were no comments from the public.

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

Vice-Mayor Brinkman made a motion to approve Ordinance No. 2024-01 on First Reading. Council Member Ready seconded the motion. The said motion carried 5-0.

22. (First Reading) Ordinance No. 2024-02 - Moratorium on Qualifying Developments Under the Live Local Act: Motion to recommend approval to the Village Council of Ordinance No. 2024- 01 establishing a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed developments authorized under Florida Statute Section 166.04151(7) within the Village of Palm Springs' Municipal Boundaries; establishing procedures for early termination and extension of this moratorium; and providing for repeal of conflicting ordinances, severability, and an effective date.
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The State of Florida adopted the Live Local Act, which went into effect July 1, 2023, and is designed to increase the development of affordable housing throughout the State. The Act includes preemption of municipal authority and allows the development of affordable housing on commercial and industrial lands for "Qualified Developments". Of immediate concern, the Act places the burden of assuring the affordability of the units in the Village. The Village does not have an affordable housing program.

The Act also affects policies municipalities may enact to address housing. These changes are intended to align with the Florida Legislature's rewrite of section 420.0003, Florida Statutes, that deals with affordable housing. That section requires local governments to provide incentives, such as density bonus incentives, to encourage the private sector to be the primary driver for developing affordable housing:

1. Development Incentives: SB 102 makes a number of changes to sections 125.01055 and 166.04151, Florida Statutes, which preempts local

governments from enacting policies that would hinder the development of certain affordable housing projects - the changes sunset on October 1, 2033.

SB 102 requires local governments to make multi-family and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multi-family residential rental units are affordable as defined under state law (for at least 30 years as Affordable Multi-Family Housing). SB 102 preempts local governments from taking a number of actions that might hinder the development of Affordable Multi-Family Housing. The amendments to these sections also remove the prohibition on developers of affordable housing from receiving funds from the State Apartment Incentive Loan (SAIL) Program, provided that 10% of the units are dedicated to affordable housing.

2. Local Government Administration and Affordable Housing: SB 102 amends sections 125.379 and 166.0451 to the Florida Statutes, and requires local governments to list real property owned in fee-simple by any dependent special district within that local government's jurisdiction that is appropriate for affordable housing, as well as requiring the inventory list of properties be publicly available on the local governments' websites.

SB 102 amends section 553.792 of the Florida Statutes, to require local governments to maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are required to be expedited on the local governments' websites.

3. Taxes: SB 102 aims to encourage the development of affordable housing by lessening the associated tax burden.

- Ad Valorem Property Tax Exemptions: SB 102 enacts two separate ad valorem tax exemptions available to owners of property used for Affordable Multi-Family Housing developments under sections 196.1978(3) and section 196.1979, Florida Statutes.

A taxpayer may only receive one of these exemptions.

- Sections 196.1978(3): Section 196.1978(3), Florida Statutes, makes portions of property in a multi-family project eligible for a tax exemption by deeming such property to be used for a charitable purpose, pursuant to certain eligibility criteria. This section requires that qualified property which is available to house those whose annual household income is above 80% and below 120% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA), or for households in a county that is not within an MSA, receive an ad valorem property tax exemption of 75% of the property's assessed value. However,

if the property is used to house those with income that does not exceed 80% of the median annual adjusted gross income for households within the MSA or county, then the property is 100% exempt from ad valorem property taxes.

- Section 196.1979: Permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing by deeming the property as being used for a charitable purpose, pursuant to certain eligibility criteria. If all the residential units in a multi-family development are not affordable housing, then the property's exemption may be up to 75% of the assessed value of each residential unit providing affordable housing. If all the residential units are affordable, then the exemption may be up to 100% of the assessed value of the multi-family residential units providing affordable housing.

SB 102 enacts several more tax exemption and credit programs, along with state housing programs, pursuant to certain eligibility criteria.

4. Housing Policies SB 102 has a number of provisions that direct local governments to take action. For example, section 420.0003, Florida Statutes, encourages local governments to adopt ordinances to promote innovative housing solutions, such as utilizing publicly held land to develop affordable housing. That section also encourages local governments to engage in community-led planning, focusing on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development with preexisting public services. It encourages the development of policies that maximize high-density, high-rise, and mixed-use, as well as mixed-income projects. It even encourages the development of policies to modernize housing, specifically naming things such as tiny homes, 3D-printed homes, and accessory dwelling units.

There is a requirement for local governments to maintain on their website a policy containing procedures and expectations for expedited processing of those building permits and development orders to be expedited, pursuant to the Act. The Act does not specify what "expedited" means from a timeliness perspective, nor does it quantify the term (e.g., number of days prior to issuance of a permit, etc.).

Additionally, SB 102's amendments to sections 125.379 and 166.0451, Florida Statutes, encourage local governments to enact ordinances adopting best practices for surplus land programs. These best practices include establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus land publicly available, and ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring the reversion of property not used for affordable housing within a certain time frame. Local governments that wish to enact an ordinance providing for an ad

valorem tax exemption under section 196.1979, Florida Statutes, will have to do so in accordance with the provisions and restrictions set out in that section.

SB 102 also directs certain state agencies such as the Florida Housing Finance Corporation to adopt rules relating to the ad valorem exemption available under section 196.1978(3), Florida Statutes. It directs the Florida Department of Revenue to adopt rules governing the administration of tax exemptions under sections 212.08 and 220.1878, Florida Statutes.

Based on all of these considerations, Village staff recommends that up to a 12-month moratorium be enacted in order to provide the necessary time for the staff to adequately interpret and work through the requirements of the new law. This would ensure our programs and regulations adhere to the requirements, so that we can properly review and process applications under the Live Local Act. This would also ensure that we properly administer and apply the new provisions for affordable housing, expedited permitting, tax exemptions and other provisions in a way that safeguards the public's health, safety and welfare.

What is a Moratorium?

Generally, moratoria in land use are temporary, legislatively enacted periods during which a local government stops giving some type of permit. Moratorium to allow local governments to ensure that a community's problems are not compounded during the time the local government needs to formulate and implement a policy response to an issue. Moratoria also prevents developers and landowners from racing to beat planned or imminent land use changes by carrying out development that is poorly planned or harmful to the community. By providing such assistance, moratoria give local governments more time to engage in sound planning practices.

Moratorium Being Proposed

The item for the Council's consideration is a 12-month temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits and development orders within the Village's municipal boundaries for Qualifying Developments under the Act to allow time for the Village to review, study, hold public hearings, prepare, and adopt potential changes to its Code of Ordinances, Comprehensive Plan and/or its Land Development Regulations, as more particularly set forth above. The duration of the moratorium should be strictly limited to the time necessary for the Village to address the policy, code and program changes needed to implement the Act.

If approved on the 1st reading, the proposed moratorium ordinance will be presented to the Village Council for consideration on the 2nd and final reading on Thursday, January 11, 2024.

Fiscal Impact: The adoption of a moratorium does not have a direct fiscal impact on the Village.

Note: The proposed ordinance is required to ensure the village's compliance with state law, and is solely placing a temporary limitation on qualifying developments under the Live Local Act, and is therefore exempt from a Business Impact Estimate. Additionally, in its efforts to implement state requirements for affordable housing, the proposed ordinance does not have a direct economic impact on existing private, for-profit businesses in Palm Springs.

Mrs. Glas-Castro summarized Ordinance No. 2024-02. She referenced her presentation at the Local Planning Agency Meeting. Village Attorney Torcivia read the title of the caption into the record. Mayor Smith offered the Council and public an opportunity to comment further on Ordinance No. 2024-02.

There were no comments from the public. Mayor Pro Tem Waller noted that she supports the moratorium. She suggested that it is beneficial for the Village to not receive applications for twelve (12) months until there was clear direction with the legislature. She supports our attorney and staff's recommendation.

Council Member Ready made a motion to approve Ordinance No. 2024-02, and it was seconded by Council Member Schmitz. The said motion carried 4-1 (Vice-Mayor Brinkman dissenting).

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein reported that the launch of the Green Market on December 16, 2023, has been canceled due to bad weather. The Parks and Rec Advisory Board will have a joint workshop with the Council on January 25, 2024, at 6 p.m. to discuss the Parks Masterplan. They are encouraging public input. Also, on January 11, 2024, the Community Redevelopment Agency (CRA) will meet before the Council Meeting at 6 p.m., to discuss several items. Mr. Bornstein also mentioned that the Village intended to enter into a contract for the purchase of Faith Presbyterian Church (275 Alameda Drive) at the January 11, 2024, Village Council Regular Meeting.

Lastly, he thanked the staff for their show of passion during the holidays, from the holiday tree lighting to the lobby decorations, and the holiday party and festivities. He has received positive feedback from residents.

VILLAGE COUNCIL COMMENTS

At this point, Fire Chief Craig Spiegelhalter gave the Council the monthly statistics for the village. There was a total of 424 Fire Rescue Calls (322 of those calls were medical-related). He disclosed that 44 new employees were deployed to the field. Chief Spiegelhalter talked about the events they participated in, like Santa's Sleigh Ride, the Resident Leadership Academy.

The Council gave updates on their events. They enjoyed the Tree Lighting Ceremony. They really enjoyed the new ice-skating rink. It was a memorable moment for the residents and the kids, with a great turnout. The Santa Sleigh Ride received positive responses. The Council thanked all the departments that contributed.

Chief Ceccarelli talked briefly about the Stuff-a-Cruiser event. They received numerous donations from the community.

Vice-Mayor Brinkman discussed the Transportation Planning Agency (TPA) meeting. She announced that the Village had received a grant. She would like the Village to state what the plans are for the grant. Mayor Pro Tem Waller enjoyed the tree lighting. The only complaint she received was the slow service provided by the food truck. She also praised the Resident Leadership Academy. She enjoyed learning about the departments - especially Library Services and Fire Rescue.

The Council acknowledged the staff, especially the Clerk's Office and Maria Izzo, Administrative Assistant, for their hard work with the Resident Leadership Academy. They announced another academy would take place in 2024.

Johnnie Tieche - 305 Winged Foot Drive - Mr. Tieche complimented the Police Department on how things look good around the Village. The additional Code Enforcement Officer would be helpful. He also gave positive feedback about the Resident Leadership Academy.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:40 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 December 14, 2023. Which minutes were formally approved and adopted by the Village Council on January 11, 2024.

Kimberly M. Wynn
Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JANUARY 11, 2024 AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Administration

ITEM #3: Appointment to the Planning and Zoning Advisory Board

SUMMARY: Currently, there is one (1) Alternate Board member vacancy on the Planning and Zoning Advisory Board.

Mr. Ralph Wiles has applied and expressed an interest in being more involved in the Village. If appointed, he would serve as a Junior Alternate Board member with an unexpired three (3) year term ending on May 14, 2025.

If approved, there would be no vacancies on the Planning and Zoning Advisory Board.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Board Application is Available Upon Request

BOARD APPLICATION IS AVAILABLE UPON REQUEST IN
THE VILLAGE CLERK'S OFFICE.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Administration

ITEM #4: Agreement to Appoint Keith Davis as Special Magistrate: Professional Services Agreement

SUMMARY: The Special Magistrate for Code Enforcement is the person appointed by the Village Council to hold hearings and assess fines for code violations throughout the Village. Under the Purchasing Code Section 58-2 Exempt Purchases within the Village's procurement code, the selection of the Special Magistrate is considered exempt from the competitive selection purchase requirements.

Mr. Keith Davis of Davis & Associates, P.A. is requested to be appointed as the Code Enforcement Special Magistrate to the Village for three (3) years, with three (3) and one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Village Clerk.

FISCAL IMPACT:

Funds to support this proposed service are available within the FY 2024 Budget - Professional Services - General Fund.

ATTACHMENTS:

1. Professional Services Agreement - Special Magistrate Services Keith Davis

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the **Village of Palm Springs**, a Florida municipal corporation (“Village”) and **DAVIS & ASSOCIATES, P.A.**, a law firm whose address is 701 Northpoint Parkway, Suite 205, West Palm Beach, FL 233407 comprised of attorneys licensed to practice law in the State of Florida, effective this ____ day of _____, 2024.

RECITALS

WHEREAS, the Village is in need of special magistrate services for its code enforcement hearings, parking hearings, and other related hearings; and

WHEREAS, the Village Attorney has reviewed the skill and experience of the attorneys of Davis & Associates, P.A., including but not limited to attorney Keith W. Davis, Esq. and has determined that the attorneys of Davis & Associates, P.A., including but not limited to attorney Keith W. Davis, Esq. (hereinafter referred to as “Special Magistrate”) are qualified to provide the special magistrate services to the Village; and

WHEREAS, the Village desires to engage the Special Magistrate for an initial term of three (3) years with three (3) one-year renewal options; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by the Special Magistrate to the Village; and,

WHEREAS, the Village Council finds entering this Agreement serves a valid public purpose.

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: SPECIAL MAGISTRATE’S SERVICES. Special Magistrate shall serve as the Village’s special magistrate for code enforcement hearings and other related hearings. The Village will notify the Special Magistrate of such hearings and the dates upon which the Village seeks the Special Magistrate to serve. This is not an exclusive contract. The parties agree that the Special Magistrate shall serve in an *ex officio* capacity with respect to the Village, and that if the Special Magistrate serves other local governments as a special magistrate, such service to other local governments does not create duties inconsistent with serving as the special magistrate to the Village.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that the Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Special Magistrate pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and the Special

Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative, or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. Unless terminated earlier as stated herein, the term of this Agreement is for three (3) years from the effective date shown above, with three (3) one (1) year extensions. The extensions may be exercised by the Village Manager on behalf of the Village. The Village and the Special Magistrate may mutually agree to extend the term set forth herein with the Village Manager authorized to further extend the term.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days prior written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions that occurred before termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify the Special Magistrate of such occurrence and either the Village or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever. Village shall pay the Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Village agrees to compensate Special Magistrate for services provided in the amount of **Two Hundred Ten Dollars (\$210.00)** per hour. The Special Magistrate shall not charge for travel time to and from the hearings. However, reasonable expenses, including mileage (IRS rate), are acceptable.

b. Invoices. The Special Magistrate shall render invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. Invoices will be reviewed and normally paid within thirty (30) days following the Village's receipt of the Special Magistrate's invoice. Invoices shall be submitted to:

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Attn: Village Clerks Office
clerks@vpsfl.org

With a copy (via mail or email) to:

Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Attn: Christy Goddeau
christy@torcivialaw.com

If the Village has questions or concerns regarding an invoice, it will notify the Special Magistrate regarding the same within ten (10) days of receiving the invoice. The Village will then pay the invoice within thirty (30) days of resolving the outstanding issues.

SECTION 6: COMPLIANCE. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations, and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement, or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held exclusively in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 8: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 9: AUTHORITY TO PRACTICE. The Special Magistrate hereby represents and warrants that she has and will continue to maintain all licenses and approvals required to conduct her business and provide the services required under this Agreement, and that he will at all times conduct his business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 10: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 11: PUBLIC ENTITY CRIMES, E-VERIFY, AND SCRUTINIZED COMPANIES.

a. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the Special Magistrate certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months

immediately preceding the date hereof.

b. If applicable to the Special Magistrate, pursuant to Section 448.095(5), Florida Statutes, the Special Magistrate and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Special Magistrate and the subcontractor.

c. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Special Magistrate certifies that he is not participating in a boycott of Israel. The Village and the Special Magistrate agree that the Village will have the right to immediately terminate the Agreement if the Special Magistrate is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 12: NOTICE. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

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

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

Davis & Associates, P.A.
Attn: Keith W. Davis
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 13: PUBLIC RECORDS. The Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

b. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the Village.

d. Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of Special Magistrate or keep and maintain public records required by the Village to perform the service. If Special Magistrate transfers all public records to the Village upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public

records upon completion of the Agreement, Special Magistrate 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 SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION KIMBERLY WYNN, VILLAGE CLERK, 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461

SECTION 14: ENTIRETY OF AGREEMENT. The Village and the Special Magistrate agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 15: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 16: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 18: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of her rights and/or obligations under such ordinance.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Special Magistrate Services) as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

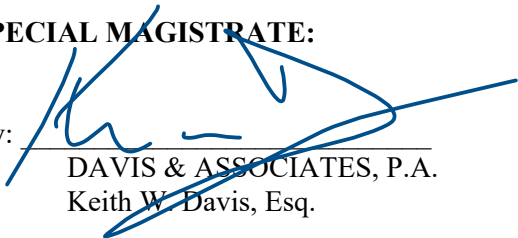
By: _____
Kimberly Wynn, Village Clerk

By: _____
Beverly Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney

SPECIAL MAGISTRATE:

By: 

DAVIS & ASSOCIATES, P.A.
Keith W. Davis, Esq.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Finance

ITEM #5: Adopt Fund Balance Policy for General Fund and Reserve Policy for Water & Sewer Enterprise Fund

SUMMARY: This resolution adopts a policy that sets the target range of unappropriated fund balance for the General Fund as recommended by the Governmental Accounting and Financial Standards Board (GASB) and creates reserves for Working Capital and Capital Construction in the Water and Sewer Enterprise Fund. Both policies are recommended to ensure stability for our customers and taxpayers.

The General Fund policy establishes a target range of 25-30% for unassigned fund balances based on the total General Fund Expenditure Budget (excluding transfers to other funds) for the upcoming fiscal year starting October 1st.

The Water and Sewer Enterprise Fund policy states that the Working Capital Reserve target should be at least 30% of the annual Operations and Maintenance Expenses (excluding depreciation, amortization, and interest expenses). The Capital Construction Reserve target should also be set at 20% of the system's net capital assets.

FISCAL IMPACT:

These policies will stabilize the Village's reserves and assist in maintaining rate stabilization and protect the assets of the Village and our Water and Sewer utility.

ATTACHMENTS:

1. Resolution No. 2024-01 Water and Sewer and Utility Fund Policy Appropriations
2. Exhibit A - VPS Fund Balance Policy - General Fund
3. Exhibit B - Water/Sewer Enterprise Reserve Policy

RESOLUTION 2024-01

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE A POLICY SETTING THE TARGET RANGE OF THE UNAPPROPRIATED FUND BALANCE FOR THE GENERAL FUND AS RECOMMENDED BY THE GOVERNMENTAL ACCOUNTING AND FINANCIAL STANDARDS BOARD (GASB) AND ESTABLISH RESERVES FOR WORKING CAPITAL AND CAPITAL CONSTRUCTION IN THE WATER AND SEWER ENTERPRISE FUND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intent of the Fund Balance Policy for General Fund and Reserve Policy for Water and Sewer Enterprise Fund is to ensure financial stability for Village customers and taxpayers; and

WHEREAS, the General Fund as recommended by the Governmental Accounting and Financial Standards Board (GASB) is for the upcoming fiscal year starting October 1st; and

WHEREAS, the General Fund policy (Exhibit A) establishes a target range of 25-30% for unassigned fund balances based on the total General Fund Expenditure Budget (excluding transfers to other funds); and

WHEREAS, the Water and Sewer Enterprise Fund policy (Exhibit B) states that the Working Capital Reserve target should be at least 30% of the annual Operations and Maintenance Expenses (excluding depreciation, amortization, and interest expenses). The Capital Construction Reserve target should also be set at 20% of the system's net capital assets

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

Section 1. This Resolution shall take effect upon adoption.

Council Member_____offered the foregoing Resolution. Council Member_____seconded the motion, and upon being put to the vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
KIM SCHMITZ, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 11th day of January 2024.

VILLAGE OF PALM SPRINGS, FLORIDA
BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN TORCIVIA, VILLAGE ATTORNEY

**Village of Palm Springs
General Fund
Fund Balance Policy**

Purpose

To adopt a Fund Balance Policy to comply with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*; to provide for the prudent disposition of excess funds realized in the General Fund.

I. Policy

The Village establishes and will maintain Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards (GASB) Statement No. 54. Within the governmental funds of the Village fund balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

II. Definitions

Fund Balance - The difference between assets and liabilities reported in a governmental fund.

Nonspendable Fund Balance – Amounts that are (a) not in a spendable form or (b) legally or contractually required to be maintained intact. “Not in spendable form” includes items that are not expected to be converted to cash (inventories, prepaids) and items such as long-term amount of loans, as well as property acquired for resale.

Restricted Fund Balance – Amounts that have externally enforceable limitations on use of resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Village Council. Commitments may only be removed or changed by the Village Council taking the same formal action (resolution) that imposed the constraint originally.

The use (appropriation) of committed fund balances will be considered in conjunction with the annual budget adoption process or by budget amendment approved by resolution of Village Council during the fiscal year.

Assigned Fund Balance – Amounts that are constrained by the government’s intent to be used for specific purposes that are neither considered restricted or committed. The authority to assign fund balance rests with the Village Manager.

Assignment of fund balance may be a) made for a specific purpose that is narrower than the general purposes of the government itself; and/or b) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year’s budget in an amount no greater than the projected excess of expected expenditures over expected revenues.

Assigned fund balance shall reflect management’s intended use of resources as set forth in the annual budget (and any amendments thereto). Assigned fund balance may or may not be appropriated for expenditure in the subsequent year depending on the timing of the project/reserve for which it was assigned.

Unassigned Fund Balance – The residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Unrestricted Fund Balance – The total committed fund balance, assigned fund balance and unassigned fund balance.

Operating Budget – The total General Fund budget less capital outlay and transfers to other funds.

Excess Funds – The surplus of revenues over expenditures/expenses in accordance with generally accepted accounting principles for governments, transfers required for compliance with bond covenants and grant agreements, and transfers to other funds as approved by Village Council.

III. Spending Order of Fund Balances:

Restricted amounts shall be spent first when both restricted and Unrestricted Fund Balance is available unless there are legal documents/contracts prohibiting this, such as grant agreements. Further, the order of priority shall be Committed Fund Balance, followed by Assigned Fund Balance, and then Unassigned Fund Balance when expenditures are incurred for purposes for which amounts in any of the Unrestricted Fund Balance classifications could be used.

IV. Minimum Level of Unassigned Fund Balance

Unassigned Fund Balance is the residual classification for the General Fund and represents fund balance that has not been restricted, committed, or assigned to specific purposes with the General Fund. The Village target unassigned fund balance is a range of 25% to 30% of the total General Fund Expenditure Budget (less transfers to other funds) adopted for the upcoming fiscal year beginning October 1st.

If, after the annual audit, prior committed or assigned fund balance causes the unassigned fund balance to fall below 25% of general fund operating expenditures, the Village Manager will so advise Village Council in order for the necessary action to be taken to restore the unassigned fund balance to 25% of General Fund operating expenditures.

The Village Manager will prepare and submit a plan for committed and/or assigned fund balance reduction, expenditure reductions and/or revenue increases to Village Council. The Village shall take the necessary action to restore the unassigned fund balance to acceptable levels within two years.

If the Village's unassigned fund balance exceeds the 30% target range, the CFO will notify the Village Manager and suggest establishing or increasing assigned fund balances for disaster recovery, capital project funding or for other non-recurring expenditures.

V. Annual Review and Determination of Fund Balance Policy Compliance

Compliance with the provisions of this policy shall be reviewed as part of the annual budget adoption process, and the amounts of restricted, committed, assigned, nonspendable, and the minimum level of unassigned fund balance shall be reviewed during this process.

**Village of Palm Springs
Water and Sewer Enterprise Fund
Reserve Policy**

Purpose

To adopt a reserve policy for the Village's Water and Sewer Enterprise Fund that supports the continuity of operations, provides for system maintenance and improvements while maintaining rate stability for our customers.

I. Policy

The Village policy is to maintain a Working Capital Reserve equivalent to 30% of annual Operating and Maintenance (O&M) Expenses. If the operating reserve is projected to fall below the target of 30%, then appropriate action, including rate increases and/or reductions in spending will be taken to restore the reserve to the target level.

II. Definitions

Excess Funds – The surplus of revenues over expenses in accordance with generally accepted accounting principles for governments, transfers required for compliance with bond covenants and grant agreements, and transfers to other funds as approved by Village Council.

Operating Revenues – The total of water and sewer revenues (net of bad debt) and other revenues as defined as by Generally Accepted Accounting Principles for Government.

Operating Expenses – The total of all administrative, operating, maintenance and repair expenses, paid or accrued, of the Water and Sewer Enterprise Fund, excluding depreciation, amortization, and interest expense.

Working Capital - The amount of current assets that are in excess of current liabilities. The measure of working capital indicates the relatively liquid portion of total enterprise fund

capital, which constitutes a margin or buffer for meeting obligations.

Capital Construction Reserve – (also known as R&R reserve) – funds set aside to meet future capital needs to mitigate the use of debt or operating funds. The Capital Construction Reserve target is 20% of the net capital assets of the system.

III. Minimum Level of Working Capital Reserves

Excess Funds shall be transferred to the Working Capital Reserve until that amount equals 30% of Operating Expenses.

Once Working Capital Reserve equals 30% of Operating Expenses any remaining excess funds shall be transferred to the Water and Sewer Capital Construction Reserve until that amount equals 20 % of the net capital assets of the system.

Excess funds remaining after obtaining the two targets established above shall be split evenly and distributed between the Working Capital Reserve and the Capital Construction Reserve.

IV. Use of and Replenishment of Reserves

Working Capital Reserves should not be consumed by recurring operating expenses but may need to be used to address unanticipated equipment failures, damages from hurricanes or other environmental impacts.

The Utilities Department Director is responsible for notifying the Village Manager and Chief Financial Officer if they see a need arise that will impact the reserve balances.

It will then be the responsibility of the Village Manager to recommend to the Village Council the steps that will be implemented to restore the reserves the minimum amounts within a two-year period.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Finance

ITEM #6: Approve a three-year agreement with Fifth Asset, Inc. for DebtBook Software as a subscription service

SUMMARY: DebtBook is cloud-based debt and lease management software that simplifies and improves debt management. DebtBook is a software program that allows the Finance Department to manage debt and leases effectively in the cloud, improving efficiency, collaboration, transparency, and informed decision-making. In addition, finance can ensure compliance with the latest lease accounting standards such as Government Accounting Standards Board 87 (GASB-87).

The Village purchased a one-year license to use DebtBook Software for \$5,850 effective November 1, 2022, to meet the reporting requirements of Government Accounting Standards Board (GASB) 87 lease accounting. That statement was effective for the fiscal year ended 2022. At that time, DebtBook included leasing and debt, with the new GASB Statement 96, effective for fiscal year that ended September 30, 2023, for Subscription Based Information Technology Arrangements (SBITA), DebtBook added this functionality, and the Village has utilized this new feature to capture, record and analyze potential SBITAs.

The staff recommends retroactive approval of a new agreement with DebtBook, from November 30, 2023 until October 1, 2026, to maintain ongoing leases and SBITA's. Under the Village Code of Ordinances, Purchasing Policy Section 58-2 (21), DebtBook Software qualifies as an exempt purchase as "Licensed computer software and services where competition is not reasonably available".

FISCAL IMPACT:

The contract is paid annually. The total for three years is \$23,200, year 1 is \$6,800, year 2 is \$7,500 and year 3 is \$8,900. Funds to pay the renewal in fiscal year 2024 will be included in a transfer from Council Contingency.

ATTACHMENTS:

1. Fifth Asset, Inc. D/B/A DebtBook - Order Form Amendment - 2023 Renewal Order Form

ORDER FORM AMENDMENT

This Order Form Amendment (this “**Amendment**”) is entered into between the customer executing below (“**Customer**”) and Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”).

The Customer and DebtBook have previously entered into an Agreement, as such term is defined in the Order Form(s) executed and delivered by Customer and DebtBook and attached as Exhibit A (collectively, the “**Existing Order Form**”). The Existing Order Form, as modified by this Amendment, is referred to as the “**Renewal Order Form**.” Each capitalized term used but not defined in this Amendment has the meaning given in the Agreement.

On and after the Amendment Effective Date (as defined below), Customer and DebtBook agree to amend the Existing Order Form and the Agreement as follows:

Amendments. Any reference to the “**DebtBook Quote**” will mean DebtBook’s pricing document attached as Exhibit B. Any reference to the “**Customer Terms**” will mean any Customer Terms in the Existing Agreement as amended or supplemented, if applicable, by the additional Customer Terms attached as Exhibit C. Any reference to the “**Terms & Conditions**” will mean the updated Terms & Conditions attached as Exhibit D. Each exhibit to this Amendment is incorporated herein by this reference. Any Notice delivered under the Agreement will be delivered to DebtBook at the address indicated beneath DebtBook’s signature below. Any reference to the “**Order Form**” will mean the Renewal Order Form, and any reference to the “**Agreement**” will mean the Agreement as modified by this Amendment.

Term. This Amendment establishes a “**Renewal Term**” beginning on the Amendment Effective Date and remaining in effect for the term indicated in the DebtBook Quote.

Services; Fees. The DebtBook Quote sets forth the Services to be provided to Customer under the Renewal Order Form, including the specific Products to be provided to Customer through its access to the Application Services. During the Renewal Term, DebtBook will charge Customer an annual Subscription Fee as set forth in the DebtBook Quote. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Other Terms. Unless otherwise provided in the Customer Terms, this Amendment will become effective on the day immediately following the end of the current Term established in the Existing Order Form (the “**Amendment Effective Date**”). *Except as expressly provided in this Amendment, the terms and provisions of the Agreement will remain unchanged and in full force and effect.*

Authority; Execution. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

Palm Springs, FL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

Date Signed: _____

Purchase Order Required: Yes ____ No ____

Exhibit A
Existing Order Form(s)

[See attached.]

ORDER FORM

RELATING TO A MASTER AGREEMENT WITH REGION 14 EDUCATION SERVICE CENTER

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide Village of Palm Springs, FL ("**Customer**") with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the "**Master Agreement**") between DebtBook and Region 14 Education Service Center ("**Region 14 ESC**"), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance ("**NCPA**"), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the "**Administration Agreement**," and together with the Master Agreement, the "**NCPA Agreements**") between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, including the price quote attached as Exhibit A and incorporated herein by this reference (the "**DebtBook Quote**"), and DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the "**Agreement**"). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

Order Form Details	
Effective Date: 11/01/2022	Billing Frequency: Annually
Initial Term End Date: 10/31/2023	Payment Terms: Net 30
Initial Pricing Tier: 1	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "**Implementation Period**"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority, Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

Notice Address

300 W. Summit Avenue, Suite 110
Charlotte, NC 28203
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

VILLAGE OF PALMS SPRINGS, FL

By: [Signature]
Name: Rebecca L. Morse
Title: CFO

Notice Address

226 Cypress Lane
Village of Palm Springs, FL 33461
Attention: Rebecca Morse
rmorse@vpsfl.org

Billing Contact

226 Cypress Lane
Village of Palm Springs, FL 33461
Attention: Rebecca Morse
rmorse@vpsfl.org

Rmorse@vpsfl.org

Exhibit A
DebtBook Quote

[See attached.]

Palm Springs, FL

Palm Springs, FL

226 Cypress Lane

Village of Palm Springs, FL 33461

Rebecca Morse

rmorse@vpsfl.org

5615828400

Quote created: October 28, 2022

Quote expires: November 27, 2022

Quote created by: Max Travis

Regional Sales Director

max.travis@debtbook.com

Comments from Max Travis

*** Special Pricing Due to Professional Referral. Pricing Table reflective of NCPA Pricing Table***

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
22 White Glove Implementation Fee Tier 1 This covers the cost of our White Glove Implementation process for your organization.	22WGII-3	1	\$0.00	\$0.00 for 1 year
22 Subscription Fee Tier 1 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	22ST1-3	1	\$6,500.00 / year	\$5,850.00 / year after 10% discount for 1 year

Total **\$5,850.00**

2022 Pricing Tiers

The below tiers represent DebtBook's 2022 Pricing Tiers.

TIER	DEBT, LEASE & SBITA AGREEMENTS (# AND \$)	ANNUAL	White Glove Implementation	Guided Implementation
1	Up to 15 and \$50 million	\$6,500	\$0	\$0
2	Up to 75 or \$200 million	\$9,750	\$2,000	\$0
3	Up to 150 or \$1 billion	\$15,000	\$3,000	\$0
4	Up to 225 or \$2 billion	\$25,000	\$4,000	\$0
5	Up to 300 or \$5 billion	\$40,000	\$5,000	\$0
6	Up to 400 or \$7 billion	\$55,000	\$6,000	\$0
7	Up to 600 or \$8.5 billion	\$65,000	\$8,000	\$0
8	Up to 800 or \$10 billion	\$75,000	\$10,000	\$0

Questions? Contact me



Max Travis
Regional Sales Director
max.travis@debtbook.com

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"Pricing Tier" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook’s network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook’s sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook’s indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer’s use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER’S SOLE REMEDIES AND DEBTBOOK’S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK’S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook’s option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. **Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. **Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. **Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Exhibit B

DebtBook Quote

[See attached.]



Palm Springs, FL

226 Cypress Lane Village of Palm
Springs, FL 33461

Prepared For:

Rebecca Morse | Finance Director

lhaley@leesburgva.gov
(561) 582-8400

Prepared By:

Collin Mulloy
Customer Success Manager
josh.nasau-young@debtbook.com

Notice Address:

PO Box 667950
Charlotte, NC 28266

The Renewal Term under this Renewal Order Form is 3 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

Products

Description	Year 1	Year 2	Year 3
2023 Tier 2 - Debt - 23DST1-2 DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-	-
2023 Tier 2 - Lease & Subscription - 23LSST2-2 DebtBook's Lease and Subscription management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	-	-	-
Product Bundle Total	\$6,800	\$7,500	\$8,900

Implementation Services

Price

\$0

Total Contract Value

\$23,200

Exhibit C

Customer Terms

The additional terms set forth below constitute “**Customer Terms**” for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

Exhibit D

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"Order Form" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

"Premium Implementation Services" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Products" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement; (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is

responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee

regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other

purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “Notice”) must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Police Department

ITEM #7: Approve an Extension of Computer Aided Dispatch (CAD) and Records/Evidence Management System Software Maintenance Agreement

SUMMARY: The Police Department entered into a Master Purchase License and Services Agreement with Global Software (TAC10) on November 8th, 2018 to provide and maintain Computer Aided Dispatch (CAD) and Records/Evidence Management System Software. The Council approved Amendment 1 to the Master Purchase, License and Services Agreement that includes an annual auto-renewal. This amendment allowed for the continuation of service from July 2023-September 2023.

Amendment No. 2 to the Master Purchase, License and Services Agreement includes a bill cycle for the next five (5) years. This amendment would have an effective date as the last date signed on the agreement and automatically renewed annually. The maintenance of this software is critical to the daily policing operations within the Village and has been included within the FY 2024 budget – Other Contractual Services.

If approved, the Village would accept Global Public Software terms, conditions and pricing as provided within the proposed Agreement. The term of the proposed maintenance agreement would be on an annual basis, automatically renewed annually.

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2024 Budget – Other Contractual Services. The agreement clarifies the pricing and price increases for the next five years. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Amendment 2 to the Master Purchase, License and Services Agreement
2. Amendment 1 to the Master Purchase, License and Services Agreement Signed
3. Annual Maintenance Agreement & Professional Services Signed
4. Global Public Safety (TAC10) FY 2018-2021 Master Purchase, License & Services Agreement Signed
5. Purchase Order #39 FY2019
6. Executive Brief Item #3 November 8th, 2018

AMENDMENT 2 TO THE MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT.

This Amendment to Exhibit B: Master Purchase, License & Services Agreement (“MPLSA”) is effective as the last date signed below, (“Effective Date”) by and between, Global Software (“TAC10”) and the Village of Palm Springs, (“Customer”).

WHEREAS, the parties entered into the MPLSA on November 8, 2018; and

WHEREAS, as part of the MPLSA, the parties intended to have the MPLSA automatically renew annually; and

WHEREAS, the MPLSA was somewhat ambiguous as to if the annual renewal is automatic; and

WHEREAS, the parties amended the MPLSA to clarify that the MPLSA is automatically renewed annually; and

WHEREAS, the parties now wish to further clarify the pricing and price increases for the next five years;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. In addition to the definitions in the Agreement, an except for the fact that the Agreement is designated Exhibit B, the parties acknowledge for the purposes of the Agreement, that the terms Exhibit A shall mean Article 1 and Exhibit B shall mean Article 2.
2. Section 5 c of the MPLSA is hereby deleted and replaced with the following: .
 - c. Annual Software Maintenance Fees. Customer shall pay without deduction or set-off annual Software Maintenance Fee(s), referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each GLOBAL PUBLIC SAFETY Offering purchased or licensed by Customer. GLOBAL PUBLIC SAFETY reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software Maintenance renewal, after the initial three-year term, but such increase shall not exceed 5% over the previous Annual Maintenance Fees, and the Customer shall have the right to not approve any increases. Notwithstanding the forgoing, in lieu of using the Quotation/Order Form, the parties may agree to pricing which may be added to Article 1 of this Agreement by duly executed amendment, and such agreed to pricing shall be duly invoiced pursuant to the terms in Article 1.. In addition, should Customer cancel Software Maintenance after the start of the new Software Maintenance period, Customer Is required to pay GLOBAL PUBUC SAFETY a pro rata portion of the Annual Maintenance Fee due from the date of renewal through the date of cancellation. GLOBAL PUBLIC SAFETY reserves the right to deliver all invoices to Customer via email.
3. The following is added to Article 1:

3. Pricing for Annual Software Maintenance for the years 2023-2027

2023	2024	2025	2026	2027
\$59,631.60	\$62,613.18	\$65,743.84	\$69,031.03	\$72,482.58

Prior to the beginning of the given year of software maintenance, GLOBAL shall provide an invoice for the annual maintenance listed above sixty days in advance of the start date of the given maintenance period. After 2027, GLOBAL shall determine the fees applicable for the given term in accordance with the terms of Section 5 c of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

Village of Palm Springs

Signature: _____

Print: _____

Title: _____

Date: _____

Global Software

Signature: _____

Print: _____

Title: _____

Date: _____

Amendment 1

AMENDMENT TO THE MASTER PURCHASE, LICENSE AND SERVICES AGREEMENT.

This Amendment to Exhibit B: Master Purchase, License & Services Agreement ("MPLSA") is effective as the last date signed below, ("Effective Date") by and between, Global Software ("TAC10") and the Village of Palm Springs, ("Customer").

WHEREAS, the parties entered into the MPLSA on November 8, 2018; and

WHEREAS, as part of the MPLSA, the parties intended to have the MPLSA automatically renew annually; and

WHEREAS, the MPLSA is somewhat ambiguous as to if the annual renewal is automatic; and

WHEREAS, the parties did not intend for this ambiguity; and

WHEREAS, the parties now wish to amend the MPLSA to clarify that the MPLSA is automatically renewed annually;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. The following sentence of Section 12 Term and Termination are hereby deleted:

The Term of this Agreement will commence upon the Effective Date and shall continue until terminated pursuant to the provisions herein (such period, the "Term").

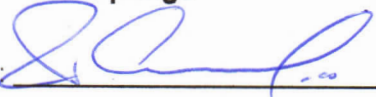
And replaced by the following:

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to GLOBAL PUBLIC SAFETY's then-current fees unless either party provides written notice to the other party of its intention not to renew given not less than ninety (90) days prior to the end of the then-current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

2. Except for this amendment, no other changes are made to the Agreement and the Agreement otherwise remains in full force and effect.
3. This amendment may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

Village of Palm Springs

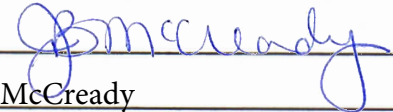
Signature: _____

Print: Thomas Ceccarelli

Title: Chief of Police

Date: 07/17/2023

Global Software

Signature: _____

Print: Jill B McCready

Title: Executive Vice President

Date: August 4, 2023

ANNUAL MAINTENANCE AGREEMENT & PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Global Software , a division of N. Harris Computer Corporation, d.b.a., "Global Public Safety"** a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the Village uses the software system provided by Consultant in the operation of its Police Department; and,

WHEREAS, there is a need to have an annual maintenance agreement with Consultant for the maintenance of the system; and,

WHEREAS, the Consultant submitted a proposal for the annual maintenance and upgrade; and,

WHEREAS, since the software is licensed through Consultant, Consultant is the only entity that may perform maintenance & service on the software; and,

WHEREAS, in accordance with Section 58-10 of the Village's purchasing policy, providing that the Consultant's product is the village standard for this type of software services; and,

WHEREAS, the Village desires to accept the Consultant's proposals; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the Village.

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal attached hereto as **Exhibit "A"** and incorporated herein by reference, the Consultant shall provide the Village with maintenance and services as it relates to the software system licensed through Consultant.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement shall extend from October 1st, 2018 until September 30, 2021. This Agreement may be renewed on an annual basis upon the consent of both parties. Global shall begin work within 60 days of the execution of this agreement.

b. Termination without cause. The Village may terminate this Agreement at any time with or without cause by giving not less than thirty (60) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION. The Village agrees to compensate the Consultant in accordance with the fee set forth in the Consultant's proposal (**Exhibit "A"**), which shall not exceed \$386,992 for Software License, Professional Services and three (3) years prepaid Maintenance for the current Term of October 1, 2018 to September 30, 2021. Such fee shall be paid according to the payment milestone schedule contained in "Exhibit B".

The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in **Exhibit "A"**, unless written approval from the Village is first obtained.

SECTION 6: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 7: VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 8: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 9: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 10: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 11: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 12: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 13: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

And, if sent to the CONSULTANT, shall be sent to:

Global Software, a division of N. Harris Computer Corporation
General Counsel
825 North Broadway Ave., Suite 400
Oklahoma City, OK 73102

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 14: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 15: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 16: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village.

SECTION 17: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 18: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

SECTION 19: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 20: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposal (Exhibit "A"); Master Purchase, License & Services Agreement (Exhibit "B") and "Statement of Work" (Exhibit "C"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and any of the attached Exhibit's, the terms of this Agreement shall prevail over the Exhibit's. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various us documents.

SECTION 21: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agree 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 Consultant 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 Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Maintenance and Professional Services Agreement as of the day and year set forth below by the Village.



ATTEST:

Kimberly Wynne
Kimberly Wynne, Village Clerk

VILLAGE OF PALM SPRINGS, FLORIDA

By:

Mayor Bob Smith
November 8, 2018

Approved as to form and legal sufficiency:

[Signature]
Village Attorney

GLOBAL SOFTWARE, a division of
N. Harris Computer Corporation

[Notary]

By: Andrew L Wright

Print Name: Andrew L. Wright

Title: Executive Vice President

(STATE OF : _____)

(COUNTY OF: _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by
Andrew L Wright, as Executive VP of Global Software, a division of N. Harris Computer Corporation, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.



Exhibit B

GLOBAL PUBLIC SAFETY

MASTER PURCHASE, LICENSE & SERVICES AGREEMENT

Date: November 8 2018

This Master Purchase, License & Services Agreement and included sub articles (this "Agreement") are between "Global Software", d.b.a. "Global Public Safety", provider of software support and services for TAC 10, Inc. (hereinafter referred to as "TAC 10" or "Global Public Safety"), and the "Village of Palm Springs" ("Customer"). This Agreement sets forth the terms and conditions under which GLOBAL PUBLIC SAFETY will furnish the TAC.10 Offerings described on a Quotation /Order Form/Proposal and/or Statement of Work executed by the Parties to Customer.

The attached Exhibits include:

Sub-Article 1.....MILESTONE PAYMENT SCHEDULE

Sub- Article 2.....STANDARD SOFTWARE MAINTENANCE SERVICES

Customer Address: VPS Police Department
230 Cypress Lane
Palm Springs, FL 33461

Contact:

Email:

Phone:

Mobile:

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. This Agreement shall apply to Customer's purchase and license of Software, or Services (collectively referred to herein as, "TAC 10 Offerings" or "GLOBAL PUBLIC SAFETY Offerings") described on a Quotation/Quotation/Order Form and/or Statement of Work executed by the parties. After execution of this Agreement, Customer may from time to time purchase additional GLOBAL PUBLIC SAFETY Offerings by executing additional Quotation/Quotation/Order Forms and/or Statement of Works with GLOBAL PUBLIC SAFETY. The parties executing this Agreement on behalf of GLOBAL PUBLIC SAFETY and the Customer each warrant that [he][she] is duly authorized by their respective party to execute this Agreement on behalf of their respective party and so bind them to the terms and conditions noted herein.

ACKNOWLEDGED AND AGREED TO BY:

Global Software

By: Andrew L Wright
Authorized Signature Title

Name: Andrew L. Wright - Executive VP
Authorized Signature Title

Date: November 11, 2018

(Customer) Village of Palm Springs

By: [Signature]

By: Bev Smith, Mayor

Date: November 8, 2018
Kimberly Lynn Village Clerk



1. Definitions.

"APPLICATION RELATED SOFTWARE" shall mean all computer software developed by GLOBAL PUBLIC SAFETY and/or GLOBAL PUBLIC SAFETY's partners, resellers, OEM or distributors for which said computer software is designed to help the end-user to perform specific tasks, and which computer software is listed on a Quotation/Order Form. Examples include, but are not limited to, TAC.10CAD, TAC.10Mobile, TAC.10JMS, etc., which list may be modified at TAC.10's sole discretion.

"AUTHORIZED COPIES": Except as provided in Section 2, the only authorized copies of the Software and Documentation are the copies of each application software package defined in this Paragraph. They are:

- a. The single copy of the Software and the related Documentation delivered by GLOBAL PUBLIC SAFETY under this Agreement; and
- b. Any additional copies made by Customer as authorized under Section 2

"CONFIDENTIAL INFORMATION": Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

"CUSTOMER LIAISON": A Customer employee assigned to act as liaison between Customer and GLOBAL PUBLIC SAFETY for the duration of the Agreement. Within ten (10) days of the Effective Date, Customer shall notify GLOBAL PUBLIC SAFETY of the name of the Customer Liaison.

"CUT LIVE" shall mean the moment a Customer processes a live 911 dispatch call through its System.

"DOCUMENTATION" shall mean the reference, installation, administrative and programmer manuals relating to the use of the Software delivered by GLOBAL PUBLIC SAFETY to Customer with the Software. Documentation shall not include marketing materials.

"EFFECTIVE DATE" shall mean the latter of the two dates in the above signature block.

"QUOTATION/ORDER FORMS" shall mean the GLOBAL PUBLIC SAFETY ordering schedules which are signed by GLOBAL PUBLIC SAFETY and Customer to place orders for GLOBAL PUBLIC SAFETY's Application Related Software products, Third Party Software, or Services under this Agreement

"SERVICES" has the meaning set forth in Section 9 below.

"SITE" shall mean a specific, physical location of Customer's business at which the System is deployed as set forth in the applicable Quotation/Order Form.

"SOFTWARE" shall mean all or any portion of the Application Related Software product(s) and Documentation provided by GLOBAL PUBLIC SAFETY to Customer, whether in machine-readable or printed form, which application software product(s) are listed in the applicable Quotation/Order Form and all corrections, updates, upgrades, and enhancements thereto.

"SSMS": The TAC.10 Standard Software Maintenance Services as set forth in Exhibit B.

"STATEMENTS OF WORK" or **"SOWs"** shall mean statements of work which are signed by TAC.10 and Customer to place orders for professional services to be performed by TAC.10 under this Agreement.

"SUPPORTED SOFTWARE" shall mean Software for which Customer is entitled to receive Software Maintenance.

"SYSTEM" shall mean the Software, Third Party Software and Services described in the applicable Quotation/Order Form or Statement of Work.

"SUBSYSTEM" shall mean a component of the System comprised of the Software separately noted on the Quotation/Order Form Summary and the Third Party Software and Services associated with that separately noted Software.

"Sublicensed Software" shall mean those components of the Application Related Software that are sublicensed by GLOBAL PUBLIC SAFETY.

"SYSTEM CHARGE" shall mean collectively, as specified in each Quotation/Order Form or Statement of Work (as applicable), fees for Software and Third Party Software licenses and fees for installation, training and other services.

"THIRD PARTY SOFTWARE" shall mean the software necessary for the equipment to function properly to allow the Application Related Software to operate on the equipment, and shall include (I) Open Source software provided to Customer by GLOBAL PUBLIC SAFETY; and (II) operating system software and database software. This definition of Third Party Software expressly excludes any products that are considered Application Related Software.

"UPGRADE" shall mean any enhanced and/or improved versions of the Software released after execution of this Agreement.

2. **Software License and Restrictions.** Contingent upon Customer's compliance with the terms of this Agreement and with all Site, User and use restrictions detailed in a SOW or Quotation/Order Form, GLOBAL PUBLIC SAFETY grants to Customer a perpetual (subject to Paragraph 12), non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Software solely for Customer's internal purposes. Customer shall not copy the Software except that Customer may create a limited number of copies of the Software as reasonably necessary for archival or back-up purposes. Customer shall not sublicense, redistribute or otherwise allow third parties to use the Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Software for Customer's use, nor will Customer host for others or otherwise make the Software available for use by others. Customer will not modify or prepare derivative works of the Software. Customer will not reverse compile, reverse engineer or reverse assemble the Software or otherwise attempt to derive or obtain any portion of the Software source code. If Customer fails to

pay all fees specified in Exhibit A, including Annual Maintenance Fees, then Customer shall forfeit the right and license to use the System and shall return them to GLOBAL PUBLIC SAFETY.

3. **Installation and Training.** GLOBAL PUBLIC SAFETY will provide the installation services and training services specified in a Quotation/Order Form or Statement of Work. Customer will provide prompt and reasonable access to Customer's information, documentation, facilities, equipment, hardware and personnel as requested by GLOBAL PUBLIC SAFETY to facilitate GLOBAL PUBLIC SAFETY's performance of the installation services and training services.

4. **Software Maintenance.**

- a. **Software Maintenance.** Subject to Customer's payment of the applicable maintenance fees ("Software Maintenance Fees") to GLOBAL PUBLIC SAFETY, GLOBAL PUBLIC SAFETY will provide maintenance, software correction and support services for the Software, excluding Third Party Software and Project Deliverables, (such services, "Software Maintenance") during the term of Customer's SSMS and the concurrent warranty period. Software Maintenance will be provided in accordance with GLOBAL PUBLIC SAFETY's SSMS, in effect as of the Effective Date and attached hereto as Exhibit B.
- b. **No Additional Maintenance.** GLOBAL PUBLIC SAFETY will have no obligation to provide any maintenance or support services beyond such Software Maintenance as Customer may be entitled to receive by virtue of having paid the associated fees unless such maintenance or support services are expressly set forth in an Quotation/Order Form or Statement of Work.
- c. **Maintenance Lapse.** Customer will not be eligible to receive Software Maintenance unless Customer has received such maintenance continuously from the Effective Date or Customer first pays to GLOBAL PUBLIC SAFETY the fees that would have been paid to GLOBAL PUBLIC SAFETY by Customer for any period in which Customer did not elect to receive such maintenance. If this Agreement terminates or Customer discontinues Software Maintenance for any reason, and then subsequently desires (with GLOBAL PUBLIC SAFETY's permission) to purchase or reactivate Software Maintenance in the future, such repurchase or reactivation will be at the prevailing rates at the time of repurchase or reactivation. However, in the event the Software has been updated or replaced by GLOBAL PUBLIC SAFETY in the interim period, GLOBAL PUBLIC SAFETY will have to install the new/updated Software for which the Customer could incur an installation charge and a Software license charge.

5. **Fees & Additional Purchases.**

- a. **Payment Terms.** The attached Exhibit A sets forth the manner in which fees and payments will be allocated and made under this Agreement. Customer will pay without deduction or set-off the fees set forth on the Quotation/Order Form for each GLOBAL PUBLIC SAFETY offering purchased or licensed by Customer and services ordered under any Statement of Work. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on GLOBAL PUBLIC SAFETY's net income) assessed on the GLOBAL PUBLIC SAFETY Offerings. To the extent Customer imposes additional requirements on GLOBAL PUBLIC SAFETY for Services other than those expressly provided in this Agreement, GLOBAL PUBLIC SAFETY retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, GLOBAL PUBLIC SAFETY will notify Customer that the Services are subject to additional charge(s) and shall obtain written approval from the Customer prior to incurring additional charges.
- b. If Customer wishes to add additional GLOBAL PUBLIC SAFETY Offerings, Customer agrees to pay the additional fees at the then current Software and Services prices in effect. Software Maintenance Fees shall be increased according to the additional Software fees on the next annual billing date after the additional Software is added. With said payment, the license provided in Section 2 permits Customer's use of the Software.
- c. **Annual Software Maintenance Fees.** Customer shall pay without deduction or set-off annual Software Maintenance Fee(s), referred to herein as "Annual Maintenance Fee(s)" as set forth on the Quotation/Order Form for each GLOBAL PUBLIC SAFETY Offering purchased or licensed by Customer. GLOBAL PUBLIC SAFETY reserves the right to increase Customer's Annual Maintenance Fees on the anniversary of Customer's Software Maintenance renewal, after the initial three year term and the Customer shall have the right to not approve any increases. In addition, should Customer cancel Software Maintenance after the start of the new Software Maintenance period, Customer is required to pay GLOBAL PUBLIC SAFETY a pro rata portion of the Annual Maintenance Fee due from the date of renewal through the date of cancellation. GLOBAL PUBLIC SAFETY reserves the right to deliver all invoices to Customer via email.
- d. **Exclusions.** The System Charge does not include, and Customer agrees to pay, any additional sums for:
- (i) Equipment, Software, Third Party Software and services not included as part of the System Charge and requested by Customer (including software changes or reconfiguration), provided written approval is obtained from the Village prior to incurring any extra charges.

6. **Confidentiality.**

- a. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. Customer agrees to timely notify GLOBAL PUBLIC SAFETY of any request(s) made for disclosure of confidential information.
- b. Customer hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to GLOBAL PUBLIC SAFETY. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard GLOBAL PUBLIC SAFETY's proprietary rights in the GLOBAL PUBLIC SAFETY Offerings, including without limitation the following measures:

- (i) Customer shall only permit access to the GLOBAL PUBLIC SAFETY Offerings to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
- (ii) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (iii) Customer shall not attempt to disassemble, decompile or reverse engineer the Software.

- c. In the event that a party is required by law to disclose Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such pending disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall cooperate with any attempts by the Disclosing Party to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose and such disclosure shall not be a breach of this Agreement.
- d. Notwithstanding the foregoing: nothing herein shall be construed as to prevent GLOBAL PUBLIC SAFETY or its employees from providing services or developing materials that are similar or identical to or competitive with those developed or provided under this Agreement; GLOBAL PUBLIC SAFETY may disclose Customer's Confidential Information to contractors engaged by GLOBAL PUBLIC SAFETY to assist in the performance of any Services hereunder; GLOBAL PUBLIC SAFETY may disclose to its licensors Customer's identity and such other information regarding Customer's use of the Software as such licensors may require be disclosed by GLOBAL PUBLIC SAFETY; and GLOBAL PUBLIC SAFETY may use any ideas, concepts, know-how and techniques used, discovered or reduced to practice while furnishing GLOBAL PUBLIC SAFETY Offerings to Customer for the benefit of GLOBAL PUBLIC SAFETY and other GLOBAL PUBLIC SAFETY customers.
- e. With respect to the Software, Customer agrees that in addition to any other remedies that may be available at law, equity or otherwise, GLOBAL PUBLIC SAFETY shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this Section 6 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

7. Ownership.

- a. Except for the limited license set forth herein, all rights, title and interests to and in the Software and Services, including without limitation all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights therein, are reserved and will remain the exclusive property of GLOBAL PUBLIC SAFETY or its licensors. Customer will not take any action that jeopardizes GLOBAL PUBLIC SAFETY's or its licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Software, except the limited use license specified in Section 2 above. GLOBAL PUBLIC SAFETY and its licensors, as applicable, will own all rights in any Authorized Copies of the Software made by Customer. Customer agrees to take, at GLOBAL PUBLIC SAFETY's sole expense, any actions reasonably requested by GLOBAL PUBLIC SAFETY to reflect, confirm or perfect such rights in GLOBAL PUBLIC SAFETY's or an applicable licensor's name.

8. Warranty, Indemnity, Remedies.

a. **WARRANTY.** GLOBAL PUBLIC SAFETY WARRANTS TO CUSTOMER ONLY THAT THE SOFTWARE CONFORMS TO, AND FUNCTIONS CONSISTENTLY WITH, THE THEN CURRENT SPECIFICATIONS AS MAY BE PUBLISHED BY GLOBAL. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS, ORAL, IMPLIED, OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GLOBAL PUBLIC SAFETY FURTHER WARRANTS THAT IT IS THE SOLE AND EXCLUSIVE OWNER OF THE SOFTWARE AND THAT GLOBAL PUBLIC SAFETY HAS THE ABSOLUTE RIGHT TO LICENSE THE SOFTWARE. GLOBAL PUBLIC SAFETY SPECIFICALLY DOES NOT WARRANT UNINTERRUPTED, ERROR-FREE OPERATION OF THE SOFTWARE. IN NO EVENT WILL GLOBAL PUBLIC SAFETY WARRANT THE SOFTWARE SHOULD CUSTOMER CHOOSE TO NOT PAY FOR ANNUAL SUPPORT AS DESCRIBED IN EXHIBIT B – STANDARD SOFTWARE MAINTENANCE SERVICES, ATTACHED HERETO.

b. **Indemnity.** If a lawsuit is brought against Customer claiming the Software, other than Third Party Software, infringes a U.S. copyright or misappropriates a third party trade secret, GLOBAL PUBLIC SAFETY will defend Customer in the lawsuit at GLOBAL PUBLIC SAFETY's expense, and GLOBAL PUBLIC SAFETY will pay the damages and costs finally awarded against Customer or agreed upon in settlement in the action, but only if: (i) Customer notifies GLOBAL PUBLIC SAFETY in writing promptly upon learning that a claim may be asserted, but in any case not later than 5 days after Customer receives notice of such lawsuit; (ii) Customer grants GLOBAL PUBLIC SAFETY sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) Customer accepts any remedial actions provided by GLOBAL PUBLIC SAFETY pursuant to Paragraph 8(c) below; and (iv) Customer provides assistance as GLOBAL PUBLIC SAFETY reasonably requests. GLOBAL PUBLIC SAFETY's obligation to indemnify and save Customer harmless under this Section is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by GLOBAL PUBLIC SAFETY.

c. **Other Rights.** In the event of a claim under Paragraph 8(b) above, GLOBAL PUBLIC SAFETY shall have the rights to: (i) replace the Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Customer the right to continue using the affected Software; and (iii) if GLOBAL PUBLIC SAFETY determines that the foregoing actions set forth in clauses (i) and (ii) of this Paragraph 8(c) are not reasonably practicable or commercially reasonable, terminate Customer's license to use the Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date the Software was first licensed by Customer, refund to Customer a pro-rata portion of the license fees paid for the Software based on a five (5) year straight-line depreciation schedule commencing upon such date. Paragraph 8(b) and this Paragraph 8(c) state Customer's exclusive remedy, and GLOBAL PUBLIC SAFETY's exclusive liability, for any claim of infringement or misappropriation.

d. Limitations. GLOBAL PUBLIC SAFETY will have no obligation to Customer under this Section 8 if: (i) any portion of the Software has been modified after delivery to Customer by any party other than GLOBAL PUBLIC SAFETY (ii) Customer does not promptly install each Upgrade, update and other fix or error correction provided to Customer by GLOBAL PUBLIC SAFETY or its licensors; (iii) an alleged infringement or misappropriation or warranty failure is based upon the combination of the Software with any software or equipment not provided to Customer by GLOBAL PUBLIC SAFETY; or (iv) an alleged infringement or misappropriation or warranty failure was caused by GLOBAL PUBLIC SAFETY's compliance with Customer's instructions or upon the incorporation of computer code or other materials into the Software at Customer's request.

e. Third Party Software. Customer acknowledges and agrees that Third Party Software provided to Customer by GLOBAL PUBLIC SAFETY is provided to Customer pursuant to the terms of the licensor's applicable license, and Customer agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law. In the event that any Third Party Software provided by GLOBAL PUBLIC SAFETY to Customer requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Customer acknowledges and agrees that GLOBAL PUBLIC SAFETY may act as an agent on Customer's behalf in accepting and executing such license or agreement on behalf of Customer. GLOBAL PUBLIC SAFETY PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 8 DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY THIRD PARTY SOFTWARE. Customer acknowledges it must look exclusively to the manufacturer of the Third Party Software for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Third Party Software.

f. High Risk Activities. The GLOBAL PUBLIC SAFETY Offerings and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the GLOBAL PUBLIC SAFETY Offerings or Project Deliverables could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Customer represents that it is not acquiring any of the GLOBAL PUBLIC SAFETY Offerings for use with High Risk Activities and Customer agrees that GLOBAL PUBLIC SAFETY shall have no liability of any kind relating to any GLOBAL PUBLIC SAFETY Offering used in High Risk Activities.

g. Compliance with Laws. Customer agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to Customer's use of the Systems, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders. Customer shall hold harmless GLOBAL PUBLIC SAFETY from and against all loss and liability arising out of or relating to Customer's failure to comply with such applicable U.S. and foreign laws, regulations or orders.

h. Publication of Data. Customer agrees that it is responsible for the content published on a website hosted by GLOBAL PUBLIC SAFETY and Customer will indemnify and hold harmless GLOBAL PUBLIC SAFETY and any of its officers, directors, affiliates, employees, or parent companies from and against any loss, cost, damage, claim, expense, or liability, arising out of or in connection with anyone's use of the information described and/or contained on such website, including but not limited to any improper or incorrect use of the information or any defamatory, offensive, or illegal conduct of other users or third parties. Upon GLOBAL PUBLIC SAFETY's request, Customer shall defend any suit asserting a claim for any loss, damage, or liability specified above.

9. **Additional Professional Services.** GLOBAL PUBLIC SAFETY will provide the professional services described in each Statement of Work signed by the parties (the "Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Services. Any change in the scope of Services must be agreed upon in writing by GLOBAL PUBLIC SAFETY and Customer, and may result in additional fees and scheduling changes, as determined by GLOBAL PUBLIC SAFETY. If specified in a Statement of Work, GLOBAL PUBLIC SAFETY will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by GLOBAL PUBLIC SAFETY being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the System or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in section 7 of the Software Maintenance Guide (EXHIBIT B, attached), including but not limited to the Customer's responsibility to provide GLOBAL PUBLIC SAFETY with secure high speed remote access to all servers and work stations running the Software. Customer will grant access rights to all GLOBAL PUBLIC SAFETY personnel so designated by GLOBAL PUBLIC SAFETY as authorized by GLOBAL PUBLIC SAFETY to need access rights.

10. Acceptance Testing.

a. Acceptance Testing Procedure. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own Internal test procedures and any sample input. Acceptance of the Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on GLOBAL PUBLIC SAFETY's warranties. If no Acceptance Criteria are set forth in a

Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

b. Acceptance or Rejection. If Customer determines the Project Deliverable/Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify GLOBAL PUBLIC SAFETY that Customer accepts the Software/Project Deliverable within 30 days of the completion of the applicable testing period. If Customer determines the Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide GLOBAL PUBLIC SAFETY with a notice describing the nonconformance to the Acceptance Criteria within 30 days of the completion of the applicable testing period. GLOBAL PUBLIC SAFETY will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Software/Project Deliverable. When GLOBAL PUBLIC SAFETY redelivers the Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide GLOBAL PUBLIC SAFETY with a written notice of nonconformance to the Acceptance Criteria within 30 days after expiration of the applicable testing period, or (ii) the Project Deliverable/Software (as applicable) is put into production use by the Customer.

11. LIABILITY LIMITATION. IN NO EVENT SHALL GLOBAL PUBLIC SAFETY BE LIABLE TO CUSTOMER, OR ANY OTHER THIRD PARTY, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SOFTWARE. THIS RELEASE OF LIABILITY SHALL EXIST EVEN IF GLOBAL PUBLIC SAFETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GLOBAL PUBLIC SAFETY'S LIABILITY, INCLUDING COURT COSTS FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SOFTWARE LICENSE FEE PAID BY CUSTOMER. IN NO EVENT SHALL GLOBAL PUBLIC SAFETY BE LIABLE TO CUSTOMER, OR ANY OTHER THIRD PARTY, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE FAILURE OF CUSTOMER'S HARDWARE OR NETWORK, INCORRECT OR INCOMPLETE ENTRY OF DATA OR CUSTOMER'S CONFIGURATION OF THE SOFTWARE. IN NO EVENT SHALL GLOBAL PUBLIC SAFETY BE LIABLE FOR ISSUES RELATED TO CUSTOMER'S REFUSAL TO PURCHASE ADEQUATE TRAINING FROM GLOBAL PUBLIC SAFETY.

12. Term and Termination. The term of this Agreement will commence upon the Effective Date and shall continue until terminated pursuant to the provisions herein (such period, the "Term").

a. If Customer fails to make prompt payments to GLOBAL PUBLIC SAFETY when invoiced, including but not limited to all fees specified in Exhibit A, including Annual Maintenance Fees, or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section 15, then GLOBAL PUBLIC SAFETY may at its option terminate this Agreement with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
- (iv) During the applicable cure period, GLOBAL PUBLIC SAFETY will use sound management practices and its best efforts to resolve any issues or obstacles - including the reassignment of personnel if necessary to improve the working relationship;
- (v) At the end of the applicable cure period, unless the termination has been revoked in writing by GLOBAL PUBLIC SAFETY, the Agreement terminates.

- b.** In the event of termination, GLOBAL PUBLIC SAFETY shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- c.** Upon termination under Subparagraph 12.a, Customer shall return to GLOBAL PUBLIC SAFETY all Licensed Products, including any copies provided to or created by Customer under this Agreement. If termination is for lack of payment, Customer shall return all tangible GLOBAL PUBLIC SAFETY Offerings identified on the Quotation/Sales Order Form.
- d.** The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, dispute resolution and the General provisions, survive termination.
- e.** The continued use of the Software is contingent on Customer paying the Annual Maintenance Fees pursuant to the Support and Maintenance Agreement delineated specifically for the Software. The License to the Software will automatically expire where payment of the applicable Annual Maintenance Fees is not received pursuant to the terms of the Annual Support and Maintenance Agreement.

13 Mediation.

- a.** The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either

party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

- b. Nothing in this Section 13 shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary, ancillary, declaratory, injunctive or emergency relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Florida shall be the exclusive courts in which either party may seek such relief.

14 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding, either party may assign this Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status, its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. Either party may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

15 Customer Liaison and Customer Responsibilities

The successful implementation of the Licensed Products into Customer's environment requires Customer's commitment to and cooperation in the implementation process. Accordingly, Customer hereby agrees to the following:

- a. Customer understands that, in the event Customer procures its own equipment, the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment
- b. Customer is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.
- c. Customer agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in Customer's organization, Customer's operations and/or after changes in Customer's Internal policies or procedures which directly affect the software implementation.
- d. Customer shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If Customer must replace the Customer Liaison for reasons beyond its control, Customer will assign a new Customer Liaison as soon as reasonably possible. GLOBAL PUBLIC SAFETY is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to GLOBAL PUBLIC SAFETY's requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate Customer to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where Customer participation is required, provide timely input for systems definition, detail design, and use of the software system.

- e. Customer is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- f. Customer shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in Customer's environment is Customer's sole responsibility.

16 General.

- a. Customer will not knowingly transfer to parties that will subsequently re-export the Software to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.
- b. All notices required or provided hereunder shall be in writing and will be deemed given as of the day received either by receipted, nationwide overnight delivery service or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the addresses and attention of the representatives specified below with copy to each party's General Counsel.
- c. The Software, both GLOBAL PUBLIC SAFETY and Third Party Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the *Commercial Computer Software-Restricted Rights* clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the *Rights in Technical Data and Computer Software* clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is GLOBAL PUBLIC SAFETY, and/or a Third Party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by GLOBAL PUBLIC SAFETY herein, agree to and acknowledge the provisions of this Section 16.c, in writing.

- d. Customer grants to GLOBAL PUBLIC SAFETY the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.
- e. GLOBAL PUBLIC SAFETY and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.
- f. Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.
- g. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement, including the terms of Sections 1, 2, 4, 5, 6, 7, 8, 11, 12, 13, 14 and 16.
- h. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, excluding its conflict of law principles. GLOBAL PUBLIC SAFETY will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action to collect unpaid fees owed pursuant to this Agreement.
- i. No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.
- j. This Agreement and its schedules constitute the complete and entire statement of all terms, conditions and representations of the agreement between GLOBAL PUBLIC SAFETY and Customer with respect to its subject matter and supersede all prior writings or understandings, including any prior agreement regarding confidentiality that may have been entered into by the parties.
- k. This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

GLOBAL PUBLIC SAFETY

ARTICLE 1: MILESTONE PAYMENT SCHEDULE

GLOBAL PUBLIC SAFETY's milestone payment schedule for the Software, Third Party Software and Services for each Subsystem listed on the proposal are as follows:

1. Professional Services Payments and Milestones

- a. At contract signing the Customer shall pay 25% of Professional Services.
- b. After delivery of BPR (Business Process Renew) the Customer shall pay 25% of Professional Services.
- c. Upon delivery of the converted CISCO database, the customer shall pay 25% of Professional Services.
- d. Upon the completion of training and Productive Use of the software, the Customer shall pay 25% of Professional Services.

2. THREE YEARS PREPAID Maintenance Service at CONTRACT SIGNING

Initial TERM: October 1st, 2018 through September 30th, 2021

The term "Annual Maintenance" when used on a Quotation/Order Form designates fees associated with an annual fee for maintenance services only.

In year four (4) future year maintenance service for each Subsystem begins on the anniversary date of October 1st, 2021. Prior to the beginning of the subsequent year maintenance service periods, Global shall determine the fees applicable to such year and provide the Customer with an invoice for annual maintenance for that Subsystem and likewise for each of the other Subsystems 90 days in advance of the anniversary date of the order of that Subsystem. The maintenance service period for future years for all Subsystems will begin on the anniversary date of the maintenance service for the first Subsystem delivered to the Customer.

GLOBAL PUBLIC SAFETY

ARTICLE 2: Standard Software Maintenance Services

Global Public Safety, (provider of services and maintenance for the "TAC.10" product), issues this "Standard Software Maintenance Services" agreement (SSMS) between Global Software and "Village of Palm Springs" which defines the standard software maintenance support services provided by GLOBAL PUBLIC SAFETY. The Software manufactured by TAC.10 is covered under this Agreement. Any Third Party Software included in Customer's System is not covered under this Agreement and shall be covered under the third party manufacturers' maintenance terms for support. Capitalized terms in this Agreement shall have the same meaning as defined in the Master Purchase, License and Services Agreement to which this Agreement is attached as Exhibit B.

1. Warranty Period and Service Period

The warranty period shall begin on the delivery date of the Software and end one (1) year later. This SSMS shall begin concurrently with the warranty period and remain in effect for a period of five (5) years (the "SSMS term"), ending on the same calendar date at the conclusion of the SSMS term.

2. Licenses Included In SSMS

The SSMS entitles customers to obtain licenses to utilize all upgrades and new releases of the Software released by GLOBAL PUBLIC SAFETY over the five (5) year period of the maintenance agreement. Prior releases of licensed Software are supported no longer than (9) months after a new release is announced by GLOBAL PUBLIC SAFETY. Through participation in working groups across the Country, as well as regular interaction with Customers, GLOBAL PUBLIC SAFETY is continuously improving its Software and this SSMS gives Customers the ability to take advantage of the latest innovations.

The costs associated with an upgrade or moving a Customer to a new version of Software are not included under the SSMA. Consequently, costs including but not limited to travel to the site, assembly, set up, configuration, consulting, installation, and training will be billed at the then current hourly rate, plus travel expenses. A cost estimate will be provided to Customer and approved by Customer before work commences. Customer will also be responsible for the cost of any equipment replacements or upgrades that may be necessary to accomplish the upgrade or to install the new version of Software.

3. Support Services for Software

a. Description of How Support Is Performed

The SSMA includes the services of GLOBAL PUBLIC SAFETY's technical staff that perform support remotely utilizing the phone and a high speed internet connection. Software issues can be diagnosed and fixed remotely as long as the Customer has not misused the System and has maintained its equipment and Software in accordance with the Systems manual. In any case in which technical staff is required to visit the site to perform support services, the Customer will be charged for time and materials at the then current GLOBAL PUBLIC SAFETY hourly rate, plus travel expenses.

b. Covered Software Issues

Software Maintenance covers any issue or problem that is the result of a verifiable, replicable error (GLOBAL PUBLIC SAFETY will use all reasonable means to verify and replicate) in the Licensed Software ("Verifiable GLOBAL PUBLIC SAFETY Issue"). An error will be a Verifiable GLOBAL PUBLIC SAFETY Issue only if it constitutes a material failure by the licensed Software to function in accordance with the applicable licensed Software Documentation. Errors caused by the following circumstances are not covered under the SSMS:

- i. The licensed Software was modified by a party other than GLOBAL PUBLIC SAFETY or
- ii. The error was caused by a defect, failure or issue with Customer's equipment or third party software not procured by GLOBAL PUBLIC SAFETY, unless GLOBAL PUBLIC SAFETY specifically indicated the equipment and/or software was interoperable with the licensed Software.

If Technical Support determines the Customer's problem is not caused by GLOBAL PUBLIC SAFETY or its Systems, equipment, or Software, or is otherwise outside GLOBAL PUBLIC SAFETY's reasonable control, GLOBAL PUBLIC SAFETY is not obligated to provide support under this Agreement. This scenario is called "out of scope support." For out of scope support, whether provided remotely or at Customer's site, the Customer agrees to pay GLOBAL PUBLIC SAFETY its fees for time and expense at GLOBAL PUBLIC SAFETY's then current rate, in addition to any travel expenses incurred by GLOBAL PUBLIC SAFETY for onsite "out of scope support."

c. Limitation on Services.

GLOBAL PUBLIC SAFETY's obligation to provide the Services applies only to the current 'major' version of the Software and related minor versions. Three hundred and sixty five (365) days after a new major version of the Licensed Software is released, GLOBAL PUBLIC SAFETY may, at its option, discontinue providing Services for any prior major versions. GLOBAL PUBLIC SAFETY will make available to Customer any new major versions of the Licensed Software at GLOBAL PUBLIC SAFETY's

then applicable license fees. The Services provided by GLOBAL PUBLIC SAFETY under this Agreement do not include addressing problems resulting from:

- (a) any modification of or damage to the Software or its operating environment,
- (b) Customer's failure to operate the Software in the proper hardware and software environment,
- (c) Customer's failure to operate the Software in accordance with GLOBAL PUBLIC SAFETY's documentation and/or instructions, or
- (d) Customer's failure to implement any updates, improvements, modifications, patches and/or bug fixes provided by GLOBAL PUBLIC SAFETY.

d. Availability of Support—Hours and Days

GLOBAL PUBLIC SAFETY will provide Customer advice, consultation and assistance in using the Software remotely by telephone, fax, or e-mail during normal business hours, between 8 AM and 5 PM CT, Monday through Friday, excluding holidays. GLOBAL PUBLIC SAFETY technical staff will be available after hours for officer safety emergency issues on an on-call basis. (See explanation below.) Customer will use the same telephone number for after hours support as during normal business hours. Customer will bear all telephone and other expenses that it may incur in connection with calling for Help Desk Support.

Normal Business Hours Help Desk Support Includes:

- Isolating and resolving problems that require in-depth software knowledge
- Guidance in locating solutions to known problems
- Information to resolve procedural problems
- Answers to frequently asked questions
- Provision of temporary work-around procedures to circumvent a problem until a code-level fix is provided
- Code-level patches for problem resolution

Third Party Interfaces: GLOBAL PUBLIC SAFETY will provide support for any 3rd party interfaces ("Interfaces") listed on the Customer's Order Form, for which Customer has purchased licenses, in the same manner as it provides support for the other Software components listed in the Customer's Order Form. Support for these Interfaces requires GLOBAL PUBLIC SAFETY to work with a 3rd party, and the troubleshooting of fixes and deployment of updates depends on the cooperation of a 3rd party. For this reason, GLOBAL PUBLIC SAFETY will maintain an approved vendor list based on our relationship with that company and that company's responsiveness to resolving issues.

Just because a vendor is not on our approved vendor list does not mean that we will put in any less effort to support them. The only difference is that we have no leverage with that vendor and/or that vendor has a track record of poor performance which does not allow us to provide the same level of guarantee for a working interface or quick resolution to issues that may be the result of problems on their end.

The technical support personnel can be reached at the following phone number and portal address:

Phone: 319-433-7500; Email: customerservice@tac10.com

After Hours Emergency Issues:

After hours support includes emergency-only issues that present officer safety concerns. After hours support will be billable and payable on a monthly basis at GLOBAL PUBLIC SAFETY's then current commercial hourly rate, with a two (2) hour minimum per support request.

THIS LANGUAGE IS FOR WEEK-DAY/DURING BUSINESS HOURS ONLY SUPPORT CUSTOMERS: If customer desires continuous after hours help desk support, GLOBAL PUBLIC SAFETY will negotiate with Customer a mutually acceptable premium amount to be added to Customer's previous annual software maintenance payment.

Officer Safety issues include (provided customer owns Software licenses for these items):

- Failure of desk NCIC person or plate queries
- Failure of mobile NCIC queries, provided active mobile connection to Customer network is intact and operational
- Failure of mobile units to log in, provided access to agency network is intact and operational
- Failure of CAD field stop or call screen
- Failure of Jail Management System to release or book inmates in State required timeframe

GLOBAL PUBLIC SAFETY provides a single entry point of contact that routes requests/problems to the appropriate Technical Support. The following chart depicts Severity Levels for problem reporting and response plan requirement for ensuring timely restoration. Users will report software and system related problems to the technical support personnel. The user will designate which level of Severity applies based upon the below chart.

Severity Level	Problem Type (If applicable)	Response
Severity 1	Major system failure - application is unavailable for use by dispatchers and call takers at a specified dispatch center.	Within 2 hours from receipt of notification - problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix.
Severity 2	Significant system impairment - loss of critical operational component, but CAD/RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours - may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by an TAC.10 software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

4. Software Maintenance Lapse

The Customer shall not be eligible to receive Software Maintenance unless the Customer has received such maintenance continuously from the effective date of this Agreement or the Customer first pays to GLOBAL PUBLIC SAFETY such fees as would have been paid to GLOBAL PUBLIC SAFETY by the Customer for any period in which the Customer did not elect to receive such maintenance.

5. Representative

The Customer shall designate a specific person or persons from each location at which the Licensed Software is installed to be the point of contact under this Agreement (the "Representative"). The Customer may change the Representative upon notice to GLOBAL PUBLIC SAFETY.

6. Billing

Maintenance costs will be billed annually, subject to annual price increases, beginning on the start date and on the same day each year thereafter. The Annual Maintenance Fees for each renewal are payable in full prior to the start of the renewal term and are non-refundable. All payments are due within 45 days of the invoice date. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on GLOBAL PUBLIC SAFETY's net income) assessed on Customer's Annual Maintenance Fees.

7. Additions of Software to Maintenance Agreement

Additional Software licenses purchased by Customer will be added to the SSMS upon delivery. Costs of the maintenance for the additional Software will be billed to Customer on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

8. Customer's Responsibilities

a. Customer will initiate all requests for Software Maintenance. A Representative of the Customer must be present at the location during the performance of any Software Maintenance if required. Customer may add additional contacts to the list of Software Maintenance contacts.

b. In the event Customer and GLOBAL PUBLIC SAFETY have agreed that GLOBAL PUBLIC SAFETY will provide any installation services, Customer agrees to assist in the provision of such installation services.

c. Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by GLOBAL PUBLIC SAFETY.

d. Customer will provide GLOBAL PUBLIC SAFETY with a secure high speed remote access with a static internet IP address, to all servers and work stations running the Software, with firewall protection between the CAD network and the Internet ("Secure VPN"). Customer will grant access rights to all GLOBAL PUBLIC SAFETY personnel designated by GLOBAL PUBLIC SAFETY as authorized by GLOBAL PUBLIC SAFETY to need access rights. The Secure VPN solution employed by the Customer must support the Cisco VPN client and/or the Windows VPN client and/or GLOBAL PUBLIC SAFETY's BOMGAR support tool. Should customer fail to provide a Secure VPN, GLOBAL PUBLIC SAFETY reserves the right at any time, without notice, to triple the then current annual maintenance fee billed Customer.

e. Customer shall at all times maintain protection against network virus, worms and other external threats to the Software.

- f. It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches and service packs for any Third Party Software that has been installed by GLOBAL PUBLIC SAFETY.
- g. It shall be the sole responsibility of the Customer to perform any and all backups of their System.
- h. It shall be the sole responsibility of the Customer to administer any and all passwords and password changes in their System, including any password changes to GLOBAL PUBLIC SAFETY Mobile; GLOBAL PUBLIC SAFETY will defer all requests for password changes to the Customer's Administrator.

9. Remote Connectivity.

The parties agree that during the term of this Agreement, GLOBAL PUBLIC SAFETY shall have the following remote access to enable GLOBAL PUBLIC SAFETY to perform its duties hereunder:

Web Server Access Remote access via RDP or VPN/RDP will be sufficient for installing and supporting any web based installation. This access must be available 24 hours a day and should not require the intervention of an administrator to gain access to the web server. This remote connection will need full access to the database server via Enterprise Manager or SQL Server Management Studio, have the ability to upload files via ftp and full access permissions (read/write/delete) to update GLOBAL PUBLIC SAFETY's installed applications.

Application Server Access When GLOBAL PUBLIC SAFETY installs an application server, i.e. GLOBAL PUBLIC SAFETY Central Server, for CAD, Mobile, Mapping, NCIC or 911 Client, GLOBAL PUBLIC SAFETY requires remote access to the user session where the application originally started from. This remote access must be available 24 hours a day without the need of an administrator granting permission for each connection. This remote connection will need full access to the database server via Enterprise Manager, have the ability to upload files via ftp and the permissions to update the installed applications.

Gaining access to the account session running the GLOBAL PUBLIC SAFETY Software will require an extra step because RDP with NT or 2003 server will automatically start a new user session. A few of the common ways GLOBAL PUBLIC SAFETY obtains access to a particular user session is through a client/server application such as VNC or PCAnywhere. With these applications you must start the Remoting server in the same account session as the GLOBAL PUBLIC SAFETY applications. The Remoting server can then accept connections from client software that allow the user to access the session where the GLOBAL PUBLIC SAFETY applications are running.

Workstation Computer Access GLOBAL PUBLIC SAFETY will also need full access, per above mentioned parameters for computers used by users to access and operate GLOBAL PUBLIC SAFETY Software.

10. Virtual Environments.

- a. When using Virtual Machines ("VM's") running VMware or other Virtual Environments, the customer is responsible for the following:
 - i. GLOBAL PUBLIC SAFETY must approve the Customer-provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems or any other aspect of the Virtual Environment.
 - ii. Customer is responsible for the hardware and hardware support for the physical server that runs the Virtual Machines – the VM Ware Host
 - iii. Customer is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue which is VMware related
 - iv. Customer will provide and procure support and maintenance of the Operating system and Database software running on the Virtual Machines
 - v. Virtual Environments shall be limited to only GLOBAL PUBLIC SAFETY products and those 911-related products (CADM, RMS, Jail, Fire, and Mobile). Customer's production servers may not operate on the same Host environment as GLOBAL PUBLIC SAFETY's products
 - vi. GLOBAL PUBLIC SAFETY is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.

11. Submitting a Request / Obtaining an Answer.

At the time of Customer's initial call or e-mail, please prepare to provide:

- a. Contact name, company name and Software Customer is using;
- b. The type of browser (with release version) and hardware Customer is using (if applicable);
- c. Software Version Number

- d. Telephone number and alternate method of contact (i.e. a pager number or email address);
- e. Contact method preferred (i.e. phone or email);
- f. A concise description of Customer's problem or question;
- g. The circumstances under which the problem does or does not occur; and
- h. Specific error messages, error numbers, log files and program numbers.

For new cases, a GLOBAL PUBLIC SAFETY Customer Support Specialist will use the following process to assist Customer with a new case (problem):

- a. Document the supplied information;
- b. Document Customer's questions or issues (symptom and function in which it occurs);
- c. Answer Customer's questions or have Customer run tests to further identify and isolate the problem; and
- d. Research the problem and provide resolution according to the aforementioned guidelines.

12. Limitation

This Standard Software Maintenance Services states Customer's sole and exclusive remedies and GLOBAL PUBLIC SAFETY's sole and exclusive responsibilities with respect to Software Maintenance of any GLOBAL PUBLIC SAFETY Software.

VILLAGE OF PALM SPRINGS

THIS PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES - CORRESPONDENCE - PACKING
SHEETS AND BILLS OF LADINGS

PURCHASE ORDER

#

00000039-02 FY 2019
Page Number: 2

FLORIDA STATE SALES TAX EXEMPTION
CERTIFICATE NO. 60-40-113719-54C

VILLAGE OF PALM SPRINGS
FINANCE DEPARTMENT
226 CYPRESS LANE
PALM SPRINGS, FL

33461

MAIL INVOICES IN DUPLICATE TO FINANCE

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TAC10, INC.
825 N. BROADWAY AVE, STE 400
OKLAHOMA CITY, OK 73102

Tel 613-226-5511

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VILLAGE OF PALM SPRINGS
POLICE DEPARTMENT
230 CYPRESS LANE
PALM SPRINGS, FL

33461

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/09/18	037403			PUBLIC SAFETY
LN	DESCRIPTION/PART NO.	QTY	COST EA.	EXT. PRICE
	PO Expiration Date 09/30/2019		PO Total	386,992.00
DATE GOODS RECEIVED: _____ PO COMPLETE: YES _____ NO _____ TOTAL PAYMENTS:\$ _____ DEPT HEAD APPROVAL: _____				

IF PO EXCEEDS \$5,000: REQUIRES VILLAGE MANAGER'S APPROVAL

Chief Financial Officer

VILLAGE MANAGER

VILLAGE OF PALM SPRINGS

THIS PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES - CORRESPONDENCE - PACKING
SHEETS AND BILLS OF LADINGS

PURCHASE ORDER

#

00000039-02 FY 2019
Page Number: 1

FLORIDA STATE SALES TAX EXEMPTION
CERTIFICATE NO. 60-40-113719-54C

VILLAGE OF PALM SPRINGS
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MAIL INVOICES IN DUPLICATE TO FINANCE

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TAC10, INC.
825 N. BROADWAY AVE, STE 400
OKLAHOMA CITY, OK 73102

Tel 613-226-5511

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VILLAGE OF PALM SPRINGS
POLICE DEPARTMENT
230 CYPRESS LANE
PALM SPRINGS, FL

33461

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
11/09/18	037403			PUBLIC SAFETY
LN	DESCRIPTION/PART NO.	QTY	COST EA.	EXT. PRICE
001	REPRINT Global Public Safety TAC-10 software includes integrated Next Generation 911, NCIC/FCIC systems, GPS location services and is fully compliant with the National Incident Based Reporting System (NIBRS). Includes onsite and online training, system installation, data conversion of existing "CISCO" database, onsite "Go-live" support. Full price of \$420,740 less \$184,000 "Harris Software-for Life" discount. Contract: Yes Council Approval: 11/08/18 Purchasing Code 58-2 Exempt Purchases. Expiration of maintenance 3 years after installation. 01229-56601	1.00 EACH	236740.00000	236,740.00
002	3 years prepaid annual maintenance on Global Public Safety TAC-10 software. 01229-54600	3.00 EACH	50084.00000	150,252.00

IF PO EXCEEDS \$5,000: REQUIRES VILLAGE MANAGER'S APPROVAL

— See page #2 —

Chief Financial Officer

VILLAGE MANAGER



Village of Palm Springs

Executive Brief

AGENDA DATE: November 8, 2018

DEPARTMENT: Police Department

ITEM #3: Approve Computer Aided Dispatch (CAD) and Records/Evidence Management System Software Upgrade Agreement - Police Department (FY 2019 Budget Funded) - Harris Computer Corporation

SUMMARY: The Police Department (PD) has identified a need to upgrade the existing Computer Aided Dispatch (CAD) and Records/Evidence Management software system that has been in use by the department since 2004. This software is critical to the daily policing operations within the Village and the Village Council has included funding (\$450,000) within the FY 2019 Budget - General Fund to purchase and install a new Police Computer Aided Dispatch (CAD) and Records Management software to replace the existing fifteen (15) year old system to assist in better managing our resources and increasing productivity.

Note: The existing CAD and reporting software, purchased by the Village in 2004, was developed and maintained by the Cisco corporation. In 2011, the Cisco corporation was purchased by the Harris Computer Corporation, who now maintains our software. Harris Computer Corporation is also the parent company to Global Public Safety software company.

Due to our software system quickly reaching its end of life, the PD evaluated a number of available options and determined that entering into an agreement with Global Public Safety and migrating the current CAD and Records Management software data to their upgraded product (Global Public Safety - TAC-10 Software Product) was a much more efficient and economical choice than purchasing and converting to an entirely new product. This would provide the Village with significant cost savings (approximately \$38,008) as we already own the existing software through the "Software for Life" benefit that was provided when the Village originally purchased the software. In addition, migrating our last 15 years of data would be included in the cost to purchase the software upgrade.

Note: During the Village's discussions with other software vendors, the proposed software is comparable with other software options (and meets the needs of our Police Department) and the cost for data conversion was so significant that the Police Department believes that the best option is to recommend upgrading the existing CAD and Records Management software. Additionally, as part of the Village's "Software for Life" provision, the Village will receive a credit (\$184,000) towards the purchase and licensing for the use of the product.

As a result, Global Public Safety provided the Village with a proposed agreement in the amount of \$386,992 that, if approved, would provide for implementation of the new TAC-10 software system,

which includes integration with Next Generation 911, NCIC/FCIC systems, GPS location services and is fully compliant with the National Incident-Based Reporting System (NIBRS). Further, onsite and online training, system installation, data conversion, onsite "Go Live" support and annual maintenance costs (for three years) would be included.

Note: The PD would be required to purchase an additional computer server (approximately \$25,000), including the software for the server, from another Village vendor. Thus, the total cost to complete the proposed upgrade would be \$411,992.

If approved, the Village would accept Global Public Safety's terms, conditions and pricing as provided within the proposed Agreement. The term of the proposed maintenance agreement would be for three (3) years from the date of approval by the Council (October 2021) with the option to renew for additional years. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-2.- Exempt purchases, provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this purchasing code: (21) Proprietary software applications and/or the related maintenance or service agreements.

The proposed software upgrade, migration of data and training would begin immediately, if approved. Full implementation and use by the Police Department is expected to be completed/available within 6 months of approval by the Village Council.

The proposed agreement was prepared and reviewed by the Village Attorney, the PD Chief, the IT Manager and the Finance Director.

The Village has worked with the proposed vendor previously and they have provided a quality product. Additionally, as part of the evaluation process, PD staff contacted multiple police agencies that presently utilize the TAC-10 software system. The agencies responded positively regarding the software system and the maintenance and they all provided positive feedback regarding the Global Public Safety's technical support.

FISCAL IMPACT:

Funding to support the proposed Agreement are included within the FY 2019 Budget - General Fund. The Village will not expend more than the amount within the approved budgets as they may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Global Public Safety (TAC10) FY 2018-2021 Recital and Agreement 11-7-2018 Changes Accepted
2. Global Public Safety (TAC10) FY 2018-2021 Recital and Agreement 11-7-2018 Signed
3. Exhibit B Global Public Safety (TAC10) MPL - Payment Milestones Maintenance Terms FY 2018-2021 Signed
4. Exhibit B Global Public Safety -TAC10 MPL-Maintenance Terms FY 2018-2021 FINAL VERSION
5. Proposed Price Quote with Extended Software Support - Global Public Safety
6. Exhibit B Global Public Safety -TAC10 MPL-Maintenance Terms FY 2018-2021 Comments & Changes



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Police Department

ITEM #8: Approve Palm Beach County Mutual Aid Agreement - Palm Beach County Law Enforcement Agencies

SUMMARY: The Police Department is recommending that the Village renew its participation within the Palm Beach County Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement with neighboring communities within Palm Beach County. The proposed Agreement would enable the Village's Police Department to provide (and receive) support and assist(ance) in the form of law enforcement services and resources to adequately respond to intensive and emergency situations and for continuing, multi-jurisdictional law enforcement problems, to protect the public peace and safety and preserve the lives and property of the people.

Under the Florida Statutes, specifically the Florida Mutual Aid Act, law enforcement agencies can enter into a combined mutual aid agreement for the following:

1. Law enforcement service, which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.
2. For rendering assistance in a law enforcement emergency. There are no changes to the current PBC Mutual Aid Agreement.

Effective Date:

The proposed Mutual Aid Agreement would be effective upon execution and approval of all parties listed in the document and will continue until January 31, 2029. The current Agreement was approved on September 24, 2020, and is in effect until January 31, 2025.

The proposed new Agreement has been reviewed by the Police Chief and the Village Attorney and is recommended for approval.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed Agreement.

ATTACHMENTS:

1. Palm Beach County Mutual Aid Agreement 2025-2029

**PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION**

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in ***Attachment I***, which is incorporated by reference, are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION 1: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

Should a sworn law enforcement officer(s) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

In any jurisdiction where the Sheriff of Palm Beach County has primary law enforcement responsibilities, the following shall apply: When a sworn law enforcement officer of a subscribing law enforcement agency has established probable cause to arrest an

individual(s) as a result of an investigation regarding any Forcible Felony, as defined in Section 776.08, Florida Statutes, or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer, he/she is authorized to make this arrest in any jurisdiction where the Sheriff has primary law enforcement responsibilities upon exigent circumstances and provided said offense occurred within the previous **seventy-two (72)** hours. Prior to any officer making any such arrest pursuant to this paragraph, the officer shall notify the Palm Beach County Sheriff's Office Commanding Officer in charge of the district in which the action will be taken. This paragraph does not include the authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

In all other jurisdictions within the Palm Beach County, the following shall apply: Sworn law enforcement officers of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or

standard operating procedure is contradicted, contravened or otherwise, in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining agency can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete

unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.
- G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: EFFECTIVE DATE.

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 31, 2029**. On or about **September 30, 2027**, a committee will be established by the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: CANCELLATION

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

ATTEST:

CITY OF ATLANTIS:

Allan Kaulbach, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Brian Moree, City Manager (date)

(date)

CITY OF BOCA RATON:

Scott Singer, Mayor (date)

Michele Miuccio, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Ty Penserga, Mayor (date)

Joseph DeGiulio, Chief of Police (date)

Daniel Dugger, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Shelly Petrolia, Mayor (date)

Russ Mager, Chief of Police (date)

Terrence Moore, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Stacy A. Volnick, President (date)

Sean Brammer, Chief of Police (date)

(date)

(date)

TOWN OF GULFSTREAM:

Scott Morgan, Mayor (date)

Richard Jones, Chief of Police (date)

Gregory Dunham, Town Manager (date)

(date)**TOWN OF HIGHLAND BEACH:**

Natasha Moore, Mayor (date)

Craig Hartmann, Chief of Police (date)

Marshall Labadie, Town Manager (date)

(date)**TOWN OF HYPOLUXO:**

Michael Brown, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Dixie Gualtieri, Deputy Clerk (date)

(date)**TOWN OF JUNO BEACH:**

Alexander Cooke, Mayor (date)

Brian J. Smith, Chief of Police (date)

David Dyess, Town Manager (date)

(date)**TOWN OF JUPITER:**

Jim Kuretski, Mayor (date)

David England, Chief of Police (date)

Frank Kitzerow, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

Milton Block, Mayor (date)

Daniel Kerr, Chief of Police (date)

Kevin Lucas, Town Administrator (date)

(date)

TOWN OF LAKE CLARKE SHORES:

Greg Freebold, Mayor (date)

William W. Smith, III, Chief of Police (date)

Joseph Lo Bello, Town Manager (date)

(date)

TOWN OF LANTANA:

Karen Lythgoe, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Brian K. Raducci, Town Manager (date)

(date)

TOWN OF MANALAPAN:

Stewart Satter, Mayor (date)

Carmen Mattox, Chief of Police (date)

Linda A. Stumpf, Town Manager (date)

(date)

VILLAGE OF NORTH PALM BEACH:

David Norris, Mayor (date)

Rick Jenkins, Chief of Police (date)

Chuck Huff, Village Manager (date)

(date)

TOWN OF OCEAN RIDGE:

Geoff Pugh, Mayor (date)

Scott McClure, Chief of Police (date)

Lynne Ladner, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Danielle H. Moore, Mayor (date)

Nicholas Caristo, Chief of Police (date)

Kirk Blouin, Town Manager (date)

(date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:

Frank A Barbieri Jr., Chairman (date)

Sarah Mooney, Chief of School Police (date)

Michael J. Burke, Superintendent (date)

(date)

CITY OF PALM BEACH GARDENS:

Chelsea Reed, Mayor (date)

Clinton Shannon, Chief of Police (date)

Ronald Ferris, City Manager (date)

(date)

VILLAGE OF PALM SPRINGS:

Beverly Smith, Mayor (date)

Thomas Ceccarelli, Chief of Police (date)

Michael Bornstein, Village Manager (date)

(date)

CITY OF RIVIERA BEACH:

Ronnie Felder, Mayor (date)

Michael Coleman, Chief of Police (date)

Jonathan Evans, City Manager (date)

(date)

STATE ATTORNEY FOR THE FIFTEENTH JUDICIAL CIRCUIT IN AN FOR PALM BEACH COUNTY:

(date)

State Attorney Fifteenth Judicial (date)
Circuit.In and For Palm Beach
County, Florida

(date)

(date)

VILLAGE OF TEQUESTA:

Molly Young, Mayor (date)

Gustavo Medina, Chief of Police (date)

Jeremy Allen, Village Manager (date)

(date)

CITY OF WEST PALM BEACH:

Keith James, Mayor (date)

Frank Adderly, Chief of Police (date)

Faye Johnson, City Administrator (date)

(date)

Attachment I

Atlantis Police Department
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University
Gulfstream Police Department
Highland Beach Police Dept.
Hypoluxo-Town of
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Manalapan Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach County Sheriff's Office
Palm Beach County School District Police Department
Palm Beach Gardens Police Department
Palm Springs Police Department
Riviera Beach Police Department
State Attorney, Fifteenth Judicial Circuit for Palm Beach County
Tequesta Police Department
West Palm Beach Police Department



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Police Department

ITEM #9:

SUMMARY: The Police Department must purchase vehicles to support the daily operational policing services and activities that are provided for our community. Staff recommends the Village piggyback the current Sheriffs Association & Florida Association of Counties contract to ensure the lowest possible price. The Sheriffs' Association & Florida Association of Counties contract was completed through a competitive selection process – Pursuit, Administrative and Other Vehicles (Bid #FSA23-VEH31.0 – October 1, 2023). The term of the contract expires on September 30, 2024.

Note: A copy of the Sheriff's Notice of Final Award Pursuit/Administrative vehicles is on file in the Clerk's Office.

Within the FY 2024 budget, the Village Council approved \$345,000 to be used for the purchase of an estimate of seven (7) vehicles. The Police Department is requesting to purchase six (6) vehicles: four (4) - 2024 Chevrolet Tahoe 1500 marked vehicles for \$197,650.72 (\$49,412.68 per vehicle), one (1) – 2024 Chevrolet Tahoe 1500 unmarked vehicle for \$54,693.60, and one (1) – 2024 Chevrolet Equinox unmarked vehicle for \$25,822.10 from Garber Chevrolet. The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed.

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.

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2024 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2024 Approved Budget - Vehicles - General Fund \$345,000 FY 2024 the total vehicle purchase costs will be \$341,237.56 for the purchase of six (6) vehicles: two (2) unmarked and four (4) marked vehicles. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Sheriff's Contract Terms and Conditions 2023-2024
2. Garber 2024 Chevrolet Tahoe Specs
3. Garber 2024 Chevrolet Equinox Specs
4. #4 Garber Quotes Combined

FSA Cooperative Purchasing Program



**FSA23-VEL31.0: Pursuit, Administrative, & Other
Vehicles
Terms & Conditions**

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

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The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

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- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

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- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

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contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

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- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a 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 from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

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1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

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1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

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1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

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Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

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default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

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amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

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Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

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- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

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The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

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termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

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descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

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term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

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2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

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the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

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package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

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- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

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- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

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2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

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Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

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3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

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3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

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A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

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delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

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Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

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The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

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Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

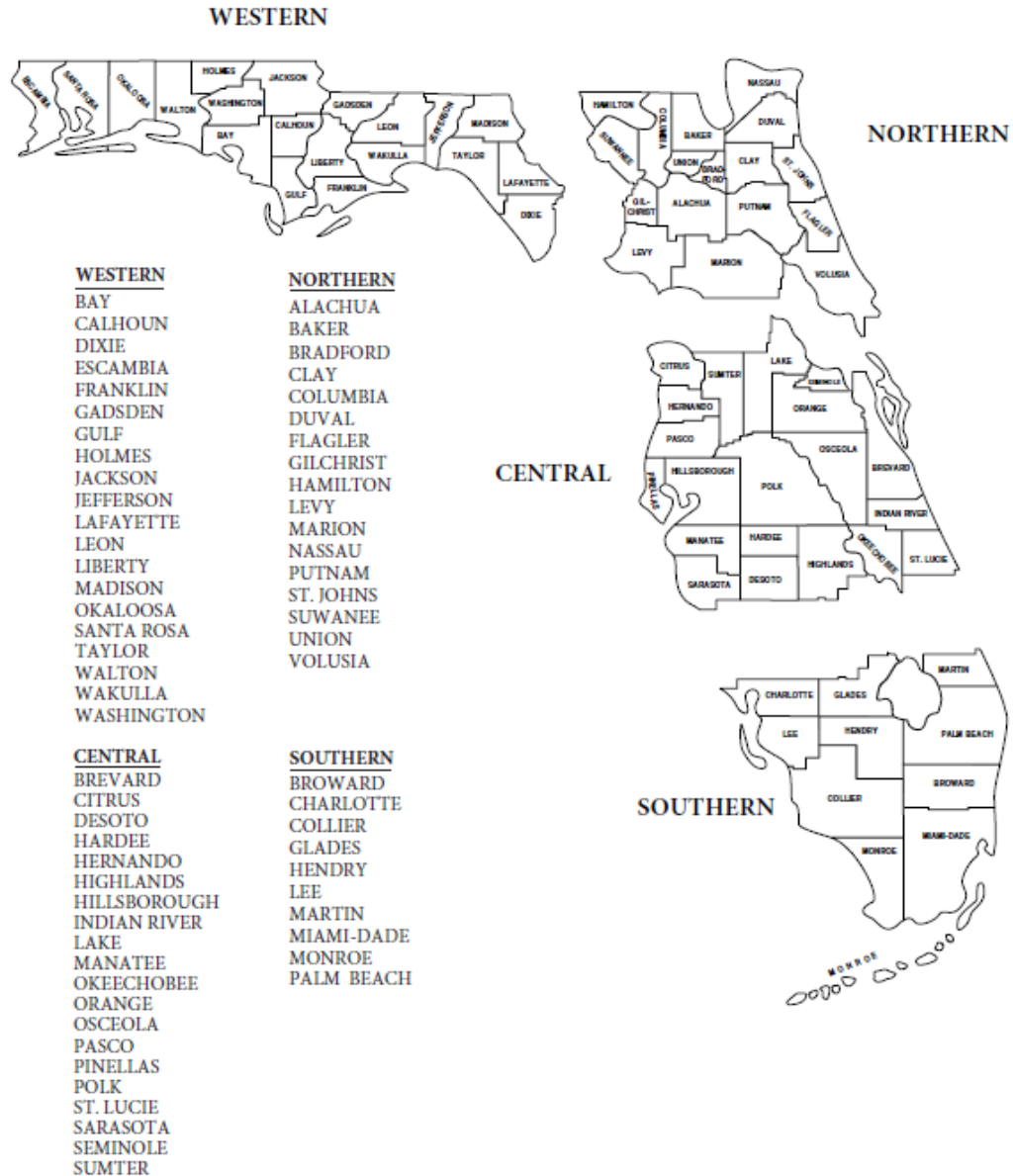
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Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

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Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

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a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS





Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CC10706	2024 Chevrolet Tahoe 2WD 4dr LS	\$56,200.00
COLORS		
CODE	DESCRIPTION	
G6M	Dark Ash Metallic	
EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine only.) (STD)	\$0.00
GVWR		
CODE	DESCRIPTION	MSRP
C6C	GVWR, 7400 lbs. (3357 kg) (Standard on 2WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)	\$0.00
AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00
PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1LS	LS Preferred Equipment Group includes standard equipment	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS ( Complete)

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
G6M	Dark Ash Metallic	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
A50	Seats, front bucket (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Premium cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
WPD	Driver Alert Package includes (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert	\$495.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)	\$0.00

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UFG	Rear Cross Traffic Alert (Included and only available with (WPD) Driver Alert Package.)	Inc.
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (WPD) Driver Alert Package.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
VRS	LPO, Cargo security shade (dealer-installed)	\$275.00
Options Total		\$770.00

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$56,200.00
Total Options	\$770.00
Vehicle Subtotal	\$56,970.00
Destination Charge	\$1,995.00
Grand Total	\$58,965.00

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

Suspension Package, Premium Smooth Ride

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (Standard with (L84) 5.3L EcoTec3 V8 engine only.) (STD)

Rear axle, 3.23 ratio

GVWR, 7400 lbs. (3357 kg) (Standard on 2WD models with (L84) 5.3L EcoTec3 V8 engine or (L87) 6.2L EcoTec3 V8 engine.) (STD)

Keyless start, push button

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS ( Complete)

Mechanical

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15 (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Differential, mechanical limited-slip

Rear wheel drive

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (Deleted when (LM2) Duramax 3.0L Turbo-Diesel I6 engine is ordered.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Alternator, 220 amps (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm)

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper (Standard with (L84) 5.3L EcoTec3 V8 engine only.)

Fascia, front

Luggage rack side rails, roof-mounted, bright

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS ( Complete)

Exterior

Assist steps, Black with chrome accent strip

Headlamps, LED

IntelliBeam, automatic high beam on/off

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system

Infotainment display, 8" diagonal touchscreen

SiriusXM Radio with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Seat trim, cloth

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS ( Complete)

Interior

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual

Console, floor with storage area and removable storage tray (Deleted when (AZ3) 40/20/40 split-bench front seats are ordered.)

Floor covering, color-keyed carpeting

Floor mats, color-keyed carpeted first and second row, removable (Deleted when LPO floor mats or LPO floor liners are ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, wrapped

Steering wheel controls, mounted audio, Driver Information Center, cruise control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Remote start

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB data ports, 4 total; 2, one type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel

USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window)

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS (Complete)

Interior

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlight are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Hill Start Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, LED

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Deleted when (AZ3) front 40/20/40 split-bench seat is ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Front and Rear Park Assist

Following Distance Indicator

HD Rear Vision Camera

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CC10706) 2WD 4dr LS (Complete)

Safety-Interior

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

3 Years of OnStar Remote Access. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 21257. Data Updated: Dec 19, 2023 6:44:00 PM PST.



Vehicle: [Fleet] 2024 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS





Vehicle: [Fleet] 2024 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
1XP26	2024 Chevrolet Equinox FWD 4dr LS w/1LS	\$26,600.00
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00
ENGINE		
CODE	DESCRIPTION	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)	\$0.00
AXLE		
CODE	DESCRIPTION	MSRP
FJM	Axle, 3.50 final drive ratio (FWD only.)	\$0.00
PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1LS	LS Preferred Equipment Group includes standard equipment	\$0.00
WHEELS		
CODE	DESCRIPTION	MSRP
RZS	Wheels, 17" (43.2 cm) aluminum (STD)	\$0.00

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Data Version: 20285. Data Updated: Aug 25, 2023 7:21:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

TIRES		
CODE	DESCRIPTION	MSRP
5CX	Tires, P225/65R17 all-season blackwall (FWD only.) (STD)	\$0.00
PAINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket (STD)	\$0.00
SEAT TRIM		
CODE	DESCRIPTION	MSRP
HC8	Medium Ash Gray, Premium Cloth seat trim	\$0.00
RADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00
Options Total		\$0.00

Price Summary

PRICE SUMMARY		MSRP
	Base Price	\$26,600.00
	Total Options	\$0.00
	Vehicle Subtotal	\$26,600.00
	Destination Charge	\$1,395.00
	Grand Total	\$27,995.00

Standard Equipment

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Data Version: 20285. Data Updated: Aug 25, 2023 7:21:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)

Axle, 3.50 final drive ratio (FWD only.)

Fuel, gasoline, E15

Automatic Stop/Start

Engine control, stop/start system disable switch

Driver Shift Controls

Front-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

GVWR, 4464 lbs. (2025 kg) (FWD only.)

Brakes, front and rear with e-boost

Brakes, 4-wheel antilock, 4-wheel disc 16" front and rear

Brake, electronic parking

Brake lining, high-performance, noise and dust performance

Mechanical jack with tools

Exterior

Wheels, 17" (43.2 cm) aluminum (STD)

Tires, P225/65R17 all-season blackwall (FWD only.) (STD)

Wheel, spare, 16" (40.6 cm) steel

Tire, compact spare, T135/70R16 blackwall

Moldings, Black beltline

Trim, Black lower window

Headlamps, LED

Lamp marker, reflex, front side

Headlamp control, automatic on and off with automatic delay

Headlamp control, IntelliBeam auto high beam

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Data Version: 20285. Data Updated: Aug 25, 2023 7:21:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Exterior

Glass, acoustic, laminated windshield

Glass, solar absorbing, light

Mirror caps, Black

Mirrors, outside heated power-adjustable, manual-folding

Liftgate, rear manual

Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Noise control system, active noise cancellation

SiriusXM enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)

Antenna, roof-mounted (Black.)

Bluetooth for phone personal cell phone connectivity to vehicle audio system (Go to my.chevrolet.com/learn to find out which phones are compatible with the vehicle.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seat adjuster, driver 4-way manual, fore/aft, up/down

Seat adjuster, front passenger 4-way manual

Seat, rear split-folding with center armrest

Head restraints, 2-way adjustable (up/down), front

Floor mats, carpeted front (Deleted when any LPO floor mat or LPO floor liner is ordered.)

Floor mats, carpeted rear (Deleted when any LPO floor mat or LPO floor liner is ordered.)

Steering wheel, 3-spoke, deluxe

Steering column, tilt and telescoping

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Vehicle: [Fleet] 2024 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS ( Complete)

Interior

Steering wheel controls, audio, phone interface and driver information center controls

Speedometer, miles/kilometers

Display, driver instrument information enhanced, monochromatic

Window, power with driver Express-Up and Down

Window, power with front passenger Express-Down

Windows, power, rear with Express-Down

Door locks, power with lock-out protection

Keyless Open includes extended range Remote Keyless Entry with lock and unlock feature

Keyless Start, push-button

Cruise control, electronic with set and resume speed

Theft-deterrent system, unauthorized entry

Remote panic alarm

USB ports, 2, with auxiliary input jack, located in front center stack storage area

USB charging-only ports, 2, located in the rear of the floor console

Air conditioning, single-zone manual

Defogger, rear-window electric

Power outlet, front auxiliary, 12-volt

Mirror, inside rearview manual day/night

Visors, driver and front passenger vanity mirrors, covered

Assist handle, driver

Assist handle, front passenger

Assist handles, rear outboard

Map pocket, front passenger seatback

Shift lever, chrome-trimmed

Power outlet, cargo area auxiliary, 12-volt

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

StabiliTrak, stability control system with Traction Control

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Vehicle: [Fleet] 2024 Chevrolet Equinox (1XP26) FWD 4dr LS w/1LS (Complete)

Safety-Interior	
	Airbags, dual-stage, frontal, driver and right front passenger with Passenger Sensing System, thorax side-impact, seat mounted, driver and right front passenger, roof-rail, side front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Rear Vision Camera
	Forward Collision Alert
	Following Distance Indicator
	Front Pedestrian Braking
	Lane Keep Assist with Lane Departure Warning
	Rear Seat Reminder
	Door locks, rear child security, manual
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Tire Pressure Monitor, manual learn with Tire Fill Alert (Does not apply to spare tire.)
	Horn, dual-note
	3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY	
	Warranty Note: <<< Preliminary 2024 Warranty >>>
	Basic Years: 3
	Basic Miles/km: 36,000
	Drivetrain Years: 5
	Drivetrain Miles/km: 60,000
	Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
	Corrosion Years (Rust-Through): 6
	Corrosion Years: 3
	Corrosion Miles/km (Rust-Through): 100,000
	Corrosion Miles/km: 36,000
	Roadside Assistance Years: 5
	Roadside Assistance Miles/km: 60,000
	Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
	Maintenance Note: 1 Year/1 Visit

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Village of Palm Springs

Specification #	193
Unit Description	CC10706/9C1

Prepared for:

Prepared by:

12/19/2023

Village of Palm Springs

Attn: Katelyn Niskanen

kniskanen@vpsfl.org

(561) 584-8300 EXT 8513

Garber Chevrolet Buick GMC

Ryan Davis

(904) 264-2442 ext.2350 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

rdavis@garberautomall.com

Patrol



**Florida Sheriffs
Association**

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2024. If you have any questions regarding this quote please
call!

Base Price

CC10706/9C1

2024 Chevrolet Tahoe 2WD 9C1 PPV

\$48,392.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1FL	Commercial Preferred Equipment Group	Included		\$0.00
9C1	Identifier for Police Package Vehicle	Included		\$0.00
L84	Engine, 5.3L EcoTec3 V8	Included		\$0.00
MHU	Transmission, 10-speed automatic	Included		\$0.00
GAZ	Summit White (Or Standard Paint Color)	Included		\$0.00
H1T	Jet Black, Cloth seat trim	Included		\$0.00
AMF	Remote Keyless Entry Package includes 4 additional transmitters	Included		\$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries	150.00	(3.00)	\$147.00
6J3	Wiring, grille lamps and siren speakers	92.00	(1.84)	\$90.16
6J4	Wiring, horn and siren circuit	55.00	(1.10)	\$53.90
6J7	Flasher system, headlamp and taillamp	N/C		\$0.00
WX7	Wiring, auxiliary speaker	60.00	(1.20)	\$58.80
6C7	Lighting, red and white front auxiliary dome	170.00	(3.40)	\$166.60
VK3	License plate front mounting package	N/C		\$0.00
5J0	Calibration, Front (only) Park Assist Disable	N/C		\$0.00
5J1	Calibration, keyless remote panic button and exterior lights/horn disable	N/C		\$0.00
5T5	Seats, front cloth and second row vinyl	N/C		\$0.00
5Y1	Front center seat (20% seat) delete	N/C		\$0.00
6N5	Switches, rear window inoperative	57.00	(1.14)	\$55.86
6N6	Door locks and handles, inside rear doors inoperative	62.00	(1.24)	\$60.76
ATZ	Seat delete, second row	(400.00)		(\$400.00)
PQA	1FL Safety Package	395.00	(7.90)	\$387.10
VRS	LPO, Cargo security shade	275.00	(5.50)	\$269.50
LEDLHS	LED Left-Hand Spotlight (Unity)	Included		\$0.00
INST	Program (4) Additional Factory Key Fobs	125		\$125.00
TTAG	Temporary Tag	6		\$6.00
DEL	Delivery	Included		\$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 49,412.68



Village of Palm Springs

Specification #	213
Unit Description	CC10706

Prepared for:

Prepared by:

12/20/2023

Village of Palm Springs

Attn: Katelyn Niskanen

kniskanen@vpsfl.org

(561) 584-8300 EXT 8513

Garber Chevrolet Buick GMC

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Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles,
expiring September 30th, 2024. If you have any questions regarding this quote please
call!

Base Price

CC10706

2024 Chevrolet Tahoe 2WD 4dr Commercial

\$51,764.00

Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1LS	LS Preferred Equipment Group *MODEL UPGRADE*	1,600.00		\$1,600.00
L84	Engine, 5.3L EcoTec3 V8	Included		\$0.00
MHS	Transmission, 10-speed automatic electronically controlled	Included		\$0.00
---	Standard Paint Color (See Choices Below)	Included		\$0.00
H0U	Jet Black, Premium cloth seat trim	Included		\$0.00
A50	Seats, front bucket	Included		\$0.00
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	Included		\$0.00
WPD	Driver Alert Package includes (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert	495.00	(9.90)	\$485.10
VK3	License plate front mounting package	Included		\$0.00
VRS	LPO, Cargo security shade	275.00	(5.50)	\$269.50
	Non-OEM Options:		Hours:	
TINT	Tint All Windows to Legal Level with Windshield Strip	320.00		\$320.00
MATS	WeatherTech Floor Liners, 1st and 2nd Rows	249.00		\$249.00
TTAG	Temporary Tag	6.00		\$6.00
DEL	Delivery	Included		\$0.00
	Standard Paint Choices:			
	G6M Dark Ash Metallic			
	G6N Silver Sage Metallic			
	GAZ Summit White			
	GBA Black			
	GJW Empire Beige Metallic			
	GLU Midnight Blue Metallic			
	GXD Sterling Gray Metallic			

TOTAL PURCHASE AMOUNT PER VEHICLE

\$ 54,693.60



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Parks & Recreation

ITEM #11: Presentation - 2023 Christmas Decorating Contest Winners

SUMMARY: The Village received 29 entries to participate in the 2023 Christmas Decorating Contest. Numerous persons served as judges and visited each location between December 20, 2023, to evaluate each entry. Judges scored each entry, and the top 15 ranked entries were selected as winners.

Fifteen (15) residential winners were selected. No commercial entries were submitted.

- 25 Lake Arbor Drive
- 305 Winged Foot Road
- 309 Henthorne Drive
- 352 Pinehurst Road
- 356 Pinehurst Road
- 424 Santa Anna Drive
- 457 Santa Anna Drive
- 782 Springdale Circle
- 444 Los Altos Road
- 448 Los Altos Road
- 2860 Alice Drive
- 3220 Carol Avenue
- 357 Pinehurst Road
- 245 Davis Road
- 305 Henthorne Drive

The winners will each receive a \$100 check presented to them by the Village Council.

FISCAL IMPACT:

Funding to support the Christmas Decorating Contest Awards is available within the FY 2024 Budget - General Fund - Public Works - Trophies and Awards.

ATTACHMENTS:

1. 2023 Holiday Decorating Contest Photos



HOLIDAY DECORATING CONTEST

2023 WINNERS



25 Lake Arbor Drive

HOLIDAY
DECORATION
WINNER



305 Winged Foot Road





309 Henthorne Drive

352 Pinhurst Drive





356 Pinehurst Drive



424 Santa Anna
Drive



457 Santa Anna Drive



782 Springdale Drive



444 Los Altos Drive



448 Los Altos Drive





3220 Carol Avenue





Not Pictured

357 Pinehurst Drive

245 Davis Road

305 Henthorne Drive



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Administration

ITEM #12: Resolution No. 2024-02 Contract for the Sale and Purchase of 275 Alemeda Drive

SUMMARY: The Village has expressed an interest in procuring real property located at 275 Alemeda Drive (PCN 70-43-44-18-37-060-0090). Reverend D. Darius Bultenia, General Presbyter and Stated Clerk is the official agent and owner's representative and has agreed to the terms and price for the purchase of the property. The objective is to acquire the site for municipal use.

The staff is seeking the Village Council's authorization to proceed with the purchase of the property at the negotiated price of \$2,100,000. The Village Attorney and the Village Manager have evaluated the terms of the agreement.

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2024-02 Purchase of 275 Alemeda Road

RESOLUTION NO. 2024-02

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE CONTRACT FOR PURCHASE OF THE REAL PROPERTY GENERALLY LOCATED AT 275 ALEMEDA DRIVE, PALM SPRINGS, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village desires to purchase the real property generally located at 275 Alemeda Drive, Palm Springs, Florida (Parcel Control Number: 70-43-44-18-37-060-0090) ("Property"), which Property is currently owned by the Faith Presbyterian Church of the Village of Palm Springs, Florida ("Church"); and

WHEREAS, the Village Manager based on a certified appraisal for One Million Five Hundred Thousand Dollars (\$1,500,000) obtained by the Village approached the Reverend Dr. Daris Bultena, the General Presbyter and Stated Clerk of the Presbytery of Tropical Florida, regarding the Village's desire to purchase the Property; and

WHEREAS, the Village's Purchasing Code (within the Village's Code of Ordinances) authorizes the Village to purchase real property (land) under Section 58-4 of the Purchasing Code so long as funding for the purchase is available and the Village Council approves the purchase; and

WHEREAS, the Village currently has the funding available in the Village budget to make the purchase of the Property; and

WHEREAS, under Section 58-7 of the Purchasing Code, the purchase of the Property qualifies as a single-source purchase as there is currently no other real property available that is of the same size, directly adjacent to the Village Hall campus, and satisfies the expansion and future goals and objectives of the Village; and

WHEREAS, consistent with Section 58-7 of the Purchasing Code, the Village Manager negotiated the purchase price with the Reverend Dr. Daris Bultena, which

Res No. 2024-02 – Purchase Real Property 275 Alemeda Drive
negotiations resulted in an agreed purchase price of Two Million One Hundred
Thousand Dollars (\$2,100,000); and

WHEREAS, as a result of the negotiations, the Village Manager and Church entered the attached contract for sale and purchase of the Property, which is attached as Exhibit “A” and incorporated herein (“Contract”), which Contract is conditioned upon Village Council approval; and

WHEREAS, the Village has not utilized any exemptions from section 119.07(1), Florida Statutes, during the process of obtaining and appraisal and negotiating the Contract and is adhering to the Village’s Purchasing Code authorizing the purchase of real property if budgeted and approved by Village Council; and

WHEREAS, the Village Council finds approving the Contract and acquiring the Property is in the best interests of the Village and serves a valid public purpose.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct statements and factual findings of the Village Council and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Council hereby approves the Contract for the purchase of the Property located at 275 Alemeda Drive, Palm Springs, Florida, from the Church.

Section 3. The Village Council hereby authorizes the Village Manager to execute all documents necessary to effectuate the purchase of the Property from the Church.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of January 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Administration

ITEM #13: Village Manager Annual Evaluation

SUMMARY: The Village Council will conduct the annual performance evaluation of the Village Manager, Mr. Michael Bornstein.

FISCAL IMPACT:

ATTACHMENTS:

1. Second Amendment to the Employment Agreement
2. Village Manager Performance Evaluation Form
3. First Amendment to the Employment Agreement
4. Michael Bornstein Employment Agreement
5. City Manager Salary Comparison

**SECOND AMENDMENT TO THE VILLAGE MANAGER AGREEMENT
BETWEEN THE VILLAGE OF PALM SPRINGS
AND MICHAEL BORNSTEIN**

This second amendment to the agreement is made and entered into this ____ day of January, 2024, by and between the Village of Palm Springs (hereinafter referred to as "Village") and Michael Bornstein (hereinafter referred to as "Manager").

WHEREAS, on January 13, 2022, the parties entered into a Village Manager Agreement;

WHEREAS, on January 12, 2023, the parties entered into the First Amendment to said Village Manager Agreement;

NOW THEREFORE, the parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. *Section IV. Terms of Employment. A.* of the Agreement is amended in its entirety to state the following, with the remained of *Section IV. B. and C.* remaining in full force and effect:

A. The Term of this Agreement and MANAGER's employment as the Village Manager shall commence on January 14, 2022, and shall remain in effect until January 14, 2027 unless earlier terminated as provided in Section VI. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.

2. *Section V. Compensation. A. Base Salary* of the Agreement is amended in its entirety to state the following, with the remainder of *Section V. B.* remaining in full force and effect:

A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$212,786.00 effective January 12, 2024. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

3. In all other respects, the provisions of the Village Manager Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the Village Manager Agreement to be executed by their duly authorized officials.

Signed in the presence of:

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
MAYOR, BEV SMITH

EMPLOYEE

MICHAEL BORNSTEIN

ATTEST:

KIMBERLY WYNN, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

GLEN J. TORCIVIA, VILLAGE ATTORNEY



**Village Manager Evaluation
Michael Bornstein Period:
1/14/2023-1/14/2024**

Please rate the Village Manager using the following scale:

5	Exceptional	Performance is consistently superior and significantly exceeds expectations.
4	Highly Effective	Performance frequently exceeds expectations.
3	Proficient	Performance consistently meets expectations.
2	Inconsistent	Performance meets some, but not all expectations.
1	Unsatisfactory	Performance consistently fails to meet minimum expectations; employee lacks skills required or fails to utilize necessary skills.
N/A	Not Applicable	Employee has not been in position long enough to have demonstrated the essential elements of the position and will be reviewed at a later agreed upon date.

INSTRUCTIONS

This evaluation form includes two parts: A quantitative score sheet, covering multiple categories of performance criteria; and a narrative comments section. A summary of the score sheet results and all narrative comments will be distributed to all Council Members and will be used as a basis for discussion of the Village Manager's performance. The last two pages of the form are a narrative comments that are an opportunity to respond to specific questions, and to provide any other comments you believe appropriate and pertinent to the Village Manager's evaluation.

Bring this form to the January 11th Council meeting as a reference for the Manager's Evaluation agenda item. Please leave all pages of this evaluation form attached. Initial each page, including any printed sheets you attached.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances

- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

10. COMMUNITY

- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Avoids unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

NARRATIVE EVALUATION

A). What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

B). What performance area(s) would you identify as most critical for improvement?

C). What constructive suggestions or assistance can you offer the manager to enhance performance?

D). What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

**FIRST AMENDMENT TO THE VILLAGE MANAGER AGREEMENT
BETWEEN THE VILLAGE OF PALM SPRINGS
AND MICHAEL BORNSTEIN**

This first amendment to the agreement is made and entered into this 12th day of January, 2023, by and between the Village of Palm Springs (hereinafter referred to as "Village") and Michael Bornstein (hereinafter referred to as "Manager").

WHEREAS, on January 13, 2022, the parties entered into a Village Manager Agreement;

WHEREAS, on January 12, 2023, the Council approved a 5% increase to the Manager's compensation;

NOW THEREFORE, the parties intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. *Section V. Compensation. A. Base Salary* of the Agreement is amended in its entirety to state the following, with the remainder of *Section V. B.* remaining in full force and effect:

A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$202,650.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

2. In all other respects, the provisions of the Village Manager Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Village Manager Agreement to be executed by their duly authorized officials.

Signed in the presence of:

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

MAYOR, BEV SMITH

EMPLOYEE

MICHAEL BORNSTEIN

ATTEST:

KIMBERLY WYNN, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

GLEN J. TORCIVIA, TOWN ATTORNEY



Village of Palm Springs Village Manager Agreement

THIS VILLAGE MANAGER AGREEMENT between MICHAEL BORNSTEIN ("MANAGER" or "EMPLOYEE") and the VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("EMPLOYER" or "VILLAGE") is made this 13th day of Jan, 2022.

WHEREAS, the parties have decided to enter into this Village Manager Agreement ("Agreement");

WHEREAS, the MANAGER has been serving as Interim Village Manager since October 4, 2021;
and

WHEREAS, the Village Council, on behalf of the Village, desires to employ Manager, as the Village Manager of the Village, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to commence employment as the Village Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the Village and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, the sufficiency of which is hereby acknowledged, have agreed as follows:

I. EMPLOYMENT OF MANAGER

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby agrees to employ MANAGER as its full-time, exempt Village Manager and MANAGER hereby agrees to commence such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, Policies and Procedures of EMPLOYER, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the MANAGER and EMPLOYER from time to time. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

The MANAGER shall be responsible only to the Village Council and shall satisfactorily perform the duties of Village Manager as determined by the Village Council. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the EMPLOYER and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the EMPLOYER in accordance with applicable laws, policies, practices and rules.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, MANAGER is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws and approved by EMPLOYER.

The term "employed" as used in this section, shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER'S time off not in excess of an average of ten (10) hours per

week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The MANAGER shall devote his full time to act as the Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

- A. The Term of this Agreement and MANAGER'S employment as the Village Manager shall commence on January 14, 2022, and shall remain in effect until January 14, 2025 unless earlier terminated as provided in Section VI. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section VI herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section VI herein below.

V. COMPENSATION

- A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of \$193,000.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

- B. Benefits.

- 1. Personal Leave Time: MANAGER shall earn Personal Leave Time in the amount of 2.5 days per month. MANAGER shall earn Personal Leave Time accrued in equal installments on a weekly or bi-weekly basis to correspond to the EMPLOYER's regular payroll cycle. The MANAGER shall be permitted to use Personal Leave Time in the same manner and under the same provisions as other Village employees as set forth in the EMPLOYER'S policies, as amended from time to time. Personal Leave Time shall be immediately available for use upon accrual of same. Additionally, MANAGER is entitled to participate in EMPLOYER'S Personal Leave Incentive Payment Program, to the extent such a program exists, as outlined in EMPLOYER'S employment regulations/policies. MANAGER'S participation in the Personal Leave Incentive Payment Program shall have the same maximum annual payout as other Village employees, but MANAGER shall not have a minimum personal leave day usage in order to participate in the Personal Leave Incentive Payment Program.

All accrued and unused Paid Leave Time (up to a maximum of 400 hours) shall be paid at 100% upon separation of employment, regardless of the reason for separation.

- 2. Administrative Leave Days: MANAGER shall be provided ten (10) days of Administrative Leave Days at the beginning of each contract year for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment. Further, Administrative Leave Days accrued, but not used by the end of each contract year shall be forfeited. However, unused Administrative Leave Days shall be paid upon separation from employment, regardless of the reason for separation. "
 - 3. Insurance: The MANAGER, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER'S Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits

as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.

4. Retirement/Deferred Compensation: The MANAGER shall be eligible to participate in the system currently available to, and under the same terms as, other Village employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other participants in the same or similar job categories.
5. Car Allowance: In lieu of an official vehicle, EMPLOYER shall provide MANAGER with a monthly car allowance of five Hundred Fifty and No/100 Dollars (\$550.00) in full payment of any expenses arising from this employment, provided the MANAGER maintains personal car insurance coverage for property damage and bodily injury consistent with the EMPLOYER'S current automobile policy limits. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the EMPLOYER on the basis of a signed statement of the MANAGER, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. MANAGER shall be responsible for any tax consequences relating to such car allowance.
6. Cellular Telephone: EMPLOYER shall provide MANAGER with a cellular telephone and service to be used EMPLOYER-related business. MANAGER shall be responsible for any tax consequences relating to the provision of such a device and associated service.
7. Dues, Subscriptions, and Training: EMPLOYER shall pay reasonable and appropriate professional dues, subscriptions, and training on behalf of the MANAGER for the purpose of allowing him participation in direct job-related associations, subject to budget constraints and the prior approval of the Village Council.
8. Per Diem and Subsistence Allowance. MANAGER shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in §112.061, Florida Statutes, which reimbursement shall not be considered part of the MANAGER'S Compensation. However, no reimbursement for mileage or other vehicle expenses related to the maintenance or operation of MANAGER'S private vehicle will be provided except as specified in Section V, B, 5, of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on EMPLOYER business other than MANAGER'S Base Salary then in effect. Said reimbursement shall be subject to Village Council approval.
9. Remote Work: MANAGER shall be permitted to work remotely as appropriate and needed subject to the approval of the Village Council.
10. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER.

VI. PERFORMANCE EVALUATION: Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the Village and progress towards attaining EMPLOYER'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented. Progress towards such goals and objectives may be evaluated annually or as otherwise agreed to by both parties.

VII. TERMINATION AND SEVERANCE PAY

A. Without Cause.

1. EMPLOYER may terminate MANAGER without cause at any time during the Term of the Agreement, or any extension of the term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.
2. The EMPLOYER'S termination of MANAGER without cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
3. Pursuant to Section V, B, 1 of this Agreement, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
4. Severance Pay.
 - a. In the event MANAGER is terminated by EMPLOYER Without Cause, he shall receive Severance Pay equal to the gross amount of 20 weeks Base Salary in effect at the time of termination, and Severance Pay shall include the value of the following Benefits or perquisites as permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). The Benefits included in Severance Pay are calculated at the value of 20 weeks of such Benefits as follows:
 - i. Premium amounts paid by the EMPLOYER for the health insurance programs provided pursuant to Section V, B, 3.
 - b. Severance Pay shall be made within 15 calendar days after receipt of an executed Full and General Release in the form attached hereto as Exhibit "A", including all employment-related claims, by MANAGER in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.
 - c. MANAGER'S failure to deliver a Full and General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.

1. EMPLOYER may terminate MANAGER With Cause as provided herein.
2. "With Cause" is defined as termination based upon a determination by the Council that any of the following actions were committed by the MANAGER:
 - a. fraud;
 - b. embezzlement;
 - c. conviction of a felony relating to official duties;
 - d. violation of Florida's or Palm Beach County's Code of Ethics by the MANAGER;
 - e. violation of EMPLOYER'S Code of Ethics and Conflict of Interest or Outside Employment policies;
 - f. breach of this Agreement;
 - g. violation of the EMPLOYER'S Policy Against Harassment or Discrimination;
 - h. violation of EMPLOYER'S Drug-Free Workplace Policy; or
 - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.
3. EMPLOYER may terminate MANAGER With Cause at any time during the Term of the Agreement, or any extension of the Term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole

discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.

4. The EMPLOYER'S termination of MANAGER With Cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.
5. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to termination With Cause. However, pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

C. Resignation.

1. MANAGER may voluntarily resign his employment with EMPLOYER by providing EMPLOYER at least thirty (30) days written notice in advance. During the 30-day period, EMPLOYER may require MANAGER to cease or limit the work performed on EMPLOYER matters, during which time MANAGER is entitled to such regular Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to resignation from employment.
3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

D. Expiration of Term.

1. MANAGER'S employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent Term where extended by a written amendment.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to the expiration of the Term, or any subsequent Term where extended by a written agreement.
3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

E. Death.

1. This Agreement, the Term and any subsequent Term where extended by written agreement, and MANAGER'S employment shall terminate automatically upon the MANAGER'S death.
2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, as a result of death.
3. Pursuant to Section V, B, 1, EMPLOYER shall pay MANAGER'S designated beneficiary any accrued and unused Paid Leave Time, if any, due MANAGER (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within fifteen (15) days of the MANAGER'S Death. "Designated beneficiary" shall be the person(s) designated by the MANAGER in the Village's Life Insurance Program, will, trust, or similar document.

F. Disability

1. If the MANAGER becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Paid Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.
2. Pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.
3. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of Disability.

VII. General Provisions:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon EMPLOYER and MANAGER and the successors, assigns and heirs of each respectively.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.
- D. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- F. Indemnification. EMPLOYER shall provide an attorney to defend the MANAGER against any civil action for any injury or damage suffered as a result of any act, event, or omission that arises out of the MANAGER'S employment, unless the MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. When providing such defense, EMPLOYER may compromise and settle any such claim or suit and pay the amount of such settlement in its sole discretion. EMPLOYER shall not be liable for the acts or omissions of the MANAGER committed while acting outside the course and scope of his employment or committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instances where EMPLOYER has provided a defense, yet the MANAGER was found to be personally liable for such injury or damages, the MANAGER shall reimburse EMPLOYER for any legal fees, costs, and expenses EMPLOYER has incurred or otherwise paid on his/her behalf in connection with the alleged conduct. Such payment shall become due and payable within thirty (30) days of the final judgment.
 - a. Where the MANAGER has separated employment prior to the EMPLOYER or MANAGER receiving notice of the civil action, EMPLOYER shall provide an attorney to defend the MANAGER against as a result of any act, event, or omission that arises out of the MANAGER'S course and scope of employment, unless MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
 - b. EMPLOYER shall provide an attorney to defend the MANAGER against complaints or charges brought before the State or local Commission on Ethics if it determines that the act, event, or omission arises out of the MANAGER'S course and scope of employment, and that providing such defense serves a public purpose. Such defense

shall be provided regardless of whether the EMPLOYER or MANAGER receives notice of the charge prior to or after the MANAGER'S separation from employment. However, the VILLAGE's obligation to pay for any such defense expires for any such complaints or charges filed more than five (5) year after the MANAGER's separation date. If MANAGER is determined to have personally and directly violated the applicable Code of Ethics, he shall, within thirty (30) days of said determination, pay the VILLAGE all monies paid by the VILLAGE in defending MANAGER, including, but not limited to, all attorneys' fees incurred.

- G. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.
- H. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER'S right to enforce or exercise said right(s) at any time thereafter.
- I. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- J. Post-Termination Name Clearing Meeting: MANAGER may avail himself of the Village's Post Termination Name-Clearing process in accordance with Village policy in effect at the time of termination, if any. However, in light of the organizational structure, MANAGER must submit any request for such meeting in writing to the City Attorney within 10 business days of the date of termination and such meeting will be scheduled to occur at a regular Council Meeting with the Council presiding at such meeting or, in lieu of attending a meeting, MANAGER or the Village may choose for Manager to submit a written statement to be included in the MANAGER'S personnel file. The meeting is not an appeal of the termination decision and the Council shall not consider reinstatement at the Post-Termination Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.
- K. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461 ATTN: Mayor and Village Attorney	TO: Michael Bornstein Address on File at the Village Clerk's office
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Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

VILLAGE MANAGER


MICHAEL BORNSTEIN

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of January, 2022 by Mike Bernstein, who is personally known to me, or has produced _____ as identification and did/did not take an oath.

Jane R. Worth

Notary Public
Signature and Seal

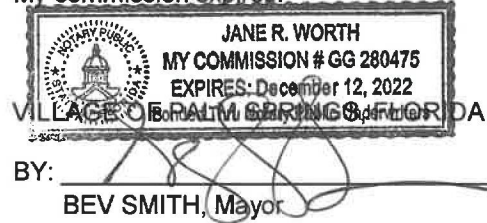
ATTEST

BY: Kimberly M. Wynn
KIMBERLY M. WYNN, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Glen J. Torcivia
fr GLEN J. TORCIVIA, Village Attorney

My commission expires:



Agency Manager																	
Organization	County	Your Title	FLSA Status	Match (L,S,H)*	Exec. (Y/N)	Supv. Level	Minimum	Midpoint	%-tile	Maximum	Total EE in Dept.	Total Budget	Actual Salary	Other Cash Remuneration	Reports to	Comments	
City of Delray Beach	Palm Beach	City Manager	Exempt	S	Y	A:Top City/County Official	\$173,929	\$226,075	70%	\$278,220	7		\$230,006	City Commission			
City of Lakeland	Polk	City Manager	Exempt	H	Y	A:Top City/County Official	\$135,220	\$193,168	57%	\$251,116	6		\$219,383		City Commission		
City of Lake Worth Beach	Palm Beach	CITY MANAGER	Exempt	H	Y	A:Top City/County Official	\$129,355	\$158,454	39%	\$187,554	1		\$206,000	230.77	A	Bi-weekly car & phone allowance	
Village of North Palm Beach	Palm Beach	Village Manager	Exempt	s	Y	A:Top City/County Official					4	\$672,927		car, phone	Village Council	salary is set by council	
Village of Royal Palm Beach	Palm Beach	Village Manager	Exempt	S	Y	A:Top City/County Official					4.5	\$1,077,357	\$227,194	car/phone/health+ Merit	Mayor/Council		
Village of Tequesta	Palm Beach	Village Manager	Exempt	S	Y	A:Top City/County Official					2	\$19,894,285	\$194,670	20700	Village Council	Contract Employee	
Village of Wellington	Palm Beach	Village Manager	Exempt				Contractual						\$226,806				
Town of Jupiter	Palm Beach	Town Manager	Exempt	S	Y	A:Top City/County Official					3	\$1,830,151	\$225,000	Monthly Phone Reimbursement, Car Allowance of \$650 monthly	Town Council		
Town of Lantana	Palm Beach	Town Manager	Exempt	S	Y	A:Top City/County Official					3	\$857,689			Mayor & Council		
Town of Palm Beach	Palm Beach	Town Manager	Exempt	S	Y	A:Top City/County Official	Contractual					7		\$272,963			
City of Boca Raton	Palm Beach	City Manager	Exempt	S	Y	A:Top City/County Official					98		\$318,654		City Council		
														City Vehicle. Deferred comp contribution of 8% of base pay and the City pays for dependent insurance coverage (medical, dental and vision)			
City of Boynton Beach	Palm Beach	City Manager	Exempt	S	Y	A:Top City/County Official	Contractual					15	n/a	\$205,000		City Commission	n/a
														Cell phone/Unrestricted use of vehicle. City provides gasoline for any travel within the State of FL		Contract - Cell phone/Unrestricted use of vehicle. City provides gasoline for any travel within the State of FL	
City of Greenacres	Palm Beach	City Manager	Exempt	S	Y	A:Top City/County Official					3		\$249,038	\$6,000/YR. Car Allowance \$600/yr	Council		
City of West Palm Beach	Palm Beach	City Administrator	Exempt	S	Y	A:Top City/County Official	Set by the City Commission					31.5		\$291,241	Cellphone Stipend	Mayor	



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Public Works

ITEM #14: (Second Reading) Ordinance No. 2024-01 - Village Code Amendment - Chapter 74 - Traffic and Vehicles

SUMMARY: Village staff is recommending amendments to the Village Code - Chapter 74 - Traffic and Vehicles, Article IV, to designate formal truck routes in order to mitigate adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors.

An effort was taken to evaluate the roadway network and identify streets that are most appropriate for truck traffic and those streets on which truck traffic should be prohibited. The proposed truck routes were reviewed by Palm Beach County Traffic Engineering. The County considers any roadway depicted on the Thoroughfare Identification Map (TIM) to be eligible to serve as a truck route, but prohibits trucks on local, residential streets.

In general, the proposed Regulated Truck Route map designates state roads as primary truck routes, County TIM roads that are residential in character as secondary truck routes, 2nd Avenue North as "No Hazardous Cargo" due to the residential uses along its north side, and Village streets as being prohibited from regulated trucks. A regulated truck is defined as one which has a weight capacity of 10,000 pounds or more and 6+ tires. This definition includes some Class 3, medium duty flat bed trucks and box trucks, as well as "semi-trucks". Village streets will be posted with "No Thru Trucks Allowed" or "No Trucks" by the Public Works Department at key locations. Trucks that are making deliveries along a Village residential street are exempted from the truck prohibition.

Notices of the proposed truck routes were mailed to sixty (60) commercial property owners and businesses, and the proposed Regulated Truck Route map was posted on the Village website. At that time, only one telephone call was received as a result of the mailing (from Phantom Fireworks) and no concerns were expressed. An informational brochure has been prepared to provide for business operators to share with truck drivers.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney, Police Chief, Planning, Zoning and Building Director, and Public Works Director.

The proposed ordinance was approved on 1st reading at the December 14, 2023, meeting, and is being presented for 2nd and final reading.

Note: A Business Impact Estimate was prepared pursuant to Sec. 166.041(4), Florida Statutes.

FISCAL IMPACT:

The proposed ordinance has no direct fiscal impact on the Village.

A Business Impact Estimate was prepared pursuant to Sec. 166.041(4), Florida Statutes.

ATTACHMENTS:

1. Ordinance No. 2024-01 - Truck Routes
2. Business Impact Estimate - Truck Routes
3. Exhibit "A" Regulatory Truck Route Map
4. Truck Route Study - Executive Summary

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 74, “TRAFFIC AND VEHICLES”, BY ADDING ARTICLE IV, “TRUCK ROUTES”, TO ESTABLISH APPROVED TRUCK ROUTES IN THE VILLAGE’S MUNICIPAL BOUNDARIES; AUTHORIZING THE VILLAGE MANAGER TO INSTALL TRUCKING SIGNS; AND, AUTHORIZING PENALTIES FOR VIOLATIONS; PROVIDING FOR 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, truck traffic is essential to the function and economy of the Village by providing for the delivery of goods and services; and

WHEREAS, truck traffic can have adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors; and

WHEREAS, the Village has authority to regulate truck routes as recognized by section 316.008(n), Florida Statutes; and

WHEREAS, the Village undertook a data and analysis effort to identify streets and roadways that are most appropriate for truck traffic and those streets and roadways for which truck traffic should be prohibited; and

WHEREAS, this Ordinance conforms with the Village’s Transportation/Mobility Master Plan and its Comprehensive Plan and Future Land Use Map; and

WHEREAS, the Village Council 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 74 “Traffic and Vehicles” shall be amended to add Article IV “Truck Routes” to be read as follows (words ~~stricken~~ are deletions; words underlined are additions).

ARTICLE IV. TRUCK ROUTES

Sec. 74-50. Definitions.

As used in this article, the following terms shall have the following meanings:

Truck shall mean any motor vehicle designed or operated for the transportation of property, which either:

- (1) Is over 80 inches in width; or
- (2) Has 6 tires or more; or
- (3) Has a weight capacity of 10,000 pounds or more (net weight plus carrying capacity) as specified by the vehicle's manufacturer.

Truck carrying hazardous materials means every vehicle that has a cargo regulated by Title 49, Code of Federal Regulations, Part 172, as it may be periodically amended which includes but is not limited to flammable or radioactive material or poisonous gas, which in its transportable state would be injurious to humans, animals or plants. Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, street or pathway, except devices moved by human power or used exclusively upon stationary rails or tracks.

Truck route shall mean a public street or road, as designated in this article, over and along which trucks shall operate.

Sec. 74-51. Established; map.

There is hereby established within the village the truck routes shown on the Regulated Truck Route map attached to the original ordinance of this section and on file in the office of the Village Clerk. The streets and roadways indicated on the map as primary and/or secondary truck routes and no others shall be used for truck traffic within the corporate limits of the village except as otherwise provided in this article.

Sec. 74-52. Observance required; exceptions.

- (a) All trucks within the village shall be operated only over and along the truck routes established pursuant to this article, except as otherwise provided in this article.
- (b) Hazardous material. Every truck carrying hazardous material is prohibited from using any local village street or any street designated as a secondary truck route, unless necessary to the conduct of business, construction or maintenance operations at a destination point along that roadway segment.

(b) This article shall not prohibit:

- (1) *Operation on street of destination.* The operation of trucks upon any street where necessary to the conduct of business at a destination point, if streets on which truck traffic is permitted are used until reaching the intersection nearest the destination point. Upon leaving the destination point a deviating truck shall return to the truck route by the shortest permissible route.
- (2) *Authorized emergency vehicles.* The operation of authorized emergency vehicles upon any street in the village.
- (3) *Public utilities.* The operation of trucks owned or operated by the village, public utilities, waste-hauler engaged by the village, any contractor or materialman while engaged in the repair, maintenance or construction of streets, street improvements or street utilities within the village, except as may be restricted in a development order or building permit.
- (4) *Detoured trucks.* The operation of a truck upon any officially established detour in any case where the truck could lawfully be operated upon the street for which the detour is established.

Sec. 74-53. Hours of operation.

Trucks shall be able to travel upon truck routes at all hours of the day and night unless duly authorized signs are installed limiting hours of use on a particular street or portion of a street.

Sec. 74-54. Village manager authorized to install signs.

In accordance with the provisions of this article, the village manager is authorized to have appropriate signs installed in the village to control truck operations. Such signage shall be enforceable as official traffic control devices pursuant to Chapter 316, Florida Statutes, as amended.

Sec. 74-55. Violations; penalty.

(a) It shall be unlawful to operate a truck on any street within the Village other than as is provided in this article. Any person driving or in charge or control of any regulated truck deviating from the designated truck route system or in violation of the posted signage shall be prepared to present for the inspection of police officers the truck's logbook, weight slips, delivery slips, or other written evidence of the regulated truck's origin and destination to justify the deviation from the designated truck route system.

(b) A violation of this article shall constitute an irreversible and irreparable violation and will result in the immediate issuance of a citation in accordance with the provisions of Section 2-233 of the village code, and/or a noncriminal violation and subject by a fine pursuant to Chapter 318.18, Florida Statutes, as amended, and all other local and state laws, ordinances and regulations.

(c) If this article is enforced through Section 2-233 of the village code, the village council may establish a designated account for the deposit of all recovered penalties and charges, which account may be used to fund signage and physical road improvements including, but not limited to, pedestrian and bicycle safety.

Sec. 74-56. Vehicles not to damage hard-surface or paved roads. It is unlawful to operate on any hard-surfaced or paved roads in the village, any bulldozer, concrete mix truck, tractor, or other heavy equipment vehicle, unless equipped with pneumatic rubber tires; and steel-tired vehicle, or any other vehicle or machine that is likely to damage a hard-surfaced or paved road except ordinary wear and tear on the road.

Section 3. Map. All trucks within the Village's municipal boundaries shall only use the streets and roadways identified as primary and/or secondary truck routes as indicated in the Regulated Truck Route map, which is attached hereto as **Exhibit "A"** and incorporated herein.

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. 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:

Aye Nay Absent

BEV SMITH, MAYOR

JONI BRINKMAN, VICE-MAYOR

PATTI WALLER, MAYOR PRO TEM

KIM SCHMITZ, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading_____

Second Reading_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance's title:

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 74, "TRAFFIC AND VEHICLES", BY ADDING ARTICLE IV, "TRUCK ROUTES", TO ESTABLISH APPROVED TRUCK ROUTES IN THE VILLAGE'S MUNICIPAL BOUNDARIES; AUTHORIZING THE VILLAGE MANAGER TO INSTALL TRUCKING SIGNS; AND, AUTHORIZING PENALTIES FOR VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Truck traffic is essential to the function and economy of most municipal areas by providing for the delivery of goods and services. Truck traffic can, however, have adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors. Therefore, communities are often faced with the challenge of maintaining the efficient delivery of goods and services while striving to guide truck traffic away from roadways passing through residential neighborhoods and near schools and parks. The authority of the Village to develop and maintain the regulated truck route system is established in Florida law (Chp. 316.008(n), F.S.).

In order to address these challenges, the Village desires to establish a formal "Truck Traffic Routing Plan". The objective is to develop a truck plan that balances the needs of the shipping industry and residential communities in Palm Springs and through the Central Palm Beach County region. A truck traffic routing plan was developed to direct trucks to appropriate roadways while minimizing impacts to residential neighborhoods. The truck traffic routing plan designates various roadways as truck routes. In addition, new truck restrictions were identified for several roadways that are inappropriate for significant volumes of truck traffic.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

The primary and secondary truck routes identified on the Regulatory Truck Route map are estimated to comprise 95% of the truck circulation. Minimal truck traffic occurs on Village collector roads, such as Davis Rd, and when it occurs, it is for deliveries to properties along these Village roads.

Trucks leaving Greenbrier Plaza, crossing Congress Avenue onto Greebrier Drive are believed to be new drivers who are not familiar with the street system. These occasions are rare and should be alleviated with better education. Pamphlets on the proposed truck routes will be distributed to commercial property owners and major retail outlets.

Trucks have been recently seen on Lakewood Road, traveling between Military Trail and Kirk Road. Again, new delivery drivers, who are unfamiliar with the street network, may be creating this new truck traffic along the residential street. "No Trucks" signs will be clearly posted on Lakewood Road.

State roads, designated as Primary Truck Routes, provide direct access to Interstate 95 and Florida's Turnpike.

There may be indirect compliance costs incurred by business establishments whose truck drivers cut through the Village residential neighborhood streets rather than stay on the major thoroughfare system. With four (4) north-south and five (5) east-west designated truck routes, there are ample roadway alternatives available to provide safe truck traffic circulation without the need to travel on local Village residential streets.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The Village may incur increased, indeterminate regulatory costs associated with code compliance. There are no new charges or fees that will be imposed on businesses by the ordinance.

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3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The Village estimates that there are sixty (60) commercial properties which include businesses that utilize delivery trucks of the regulated size, which would therefore potentially be subject to the proposed ordinance.

Mailings were sent out on November 2, 2023, to these 60 businesses informing them of the proposed truck routes and providing a means to comment.

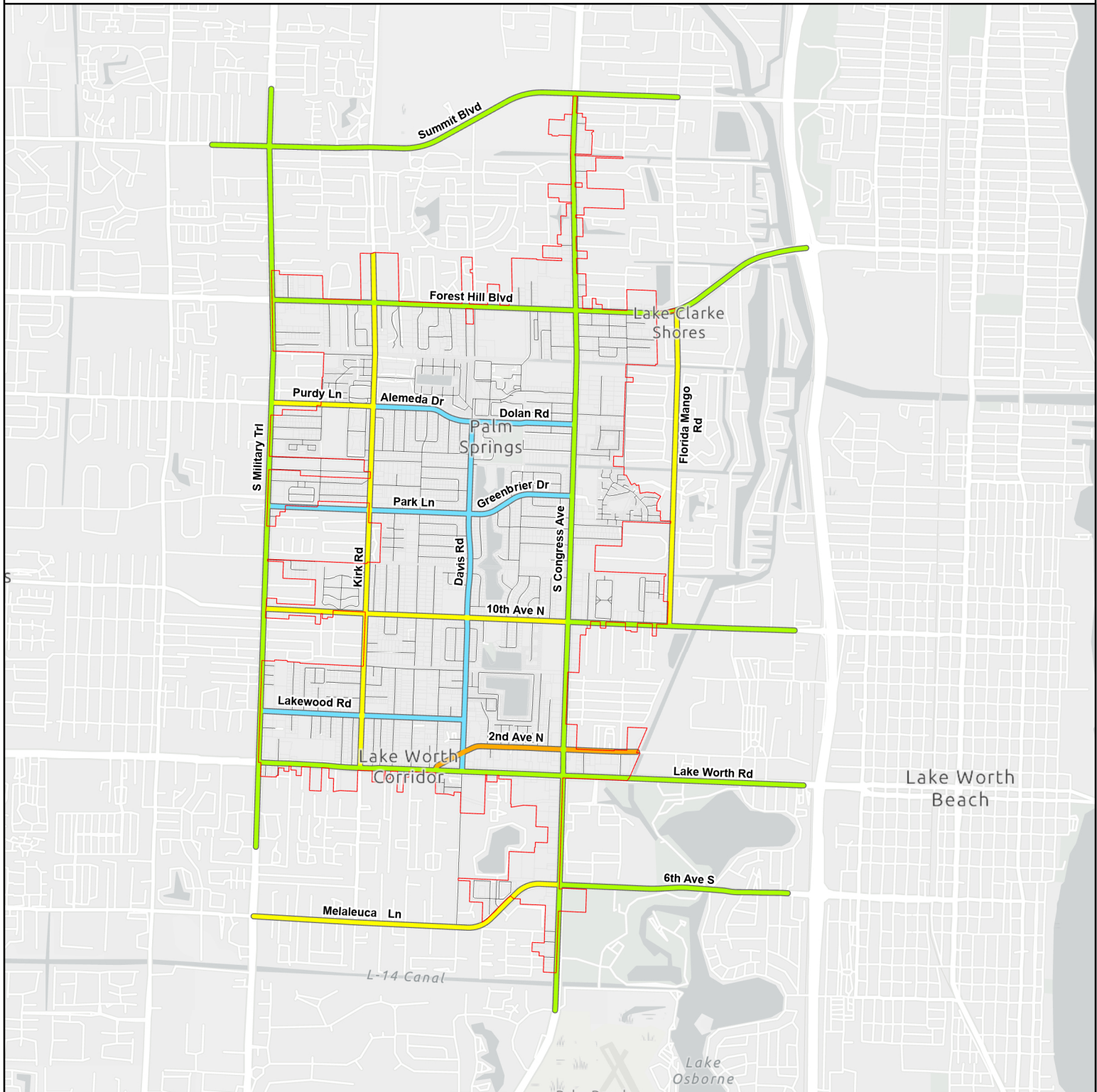
4. Additional information the governing body deems useful (if any):

A windshield survey of the primary commercial corridors within the Village was conducted in October 2023 to identify businesses that potentially utilize delivery trucks of the regulated size. A mailing list of these 60 properties was compiled to provide early notice and the opportunity to provide input on the proposed truck routes.



Village of Palm Springs

Regulatory Truck Routes



Legend

Route Type

- | | | |
|-----------------------|------------------------|----------------|
| Primary Truck Route | No Hazardous Cargo | No Trucks |
| Secondary Truck Route | No Thru Trucks Allowed | Village Limits |

Date: 10/13/2023

When Printed on 8 1/2" x 11"
1 inch equals 4,000 feet

0 5,000
 Feet

TRUCK TRAFFIC ROUTING PLAN

INTRODUCTION.

Truck traffic is essential to the function and economy of most municipal areas by providing for the delivery of goods and services. Truck traffic can, however, have adverse impacts on residential neighborhoods and local streets that were never intended to serve as commercial corridors. Therefore, communities are often faced with the challenge of maintaining the efficient delivery of goods and services while striving to guide truck traffic away from roadways passing through residential neighborhoods and near schools and parks. The authority of the Village to develop and maintain the regulated truck route system is established in Florida law (Chp 316.008(n), F.S.).

In order to address these challenges, the Village desires to establish a formal “Truck Traffic Routing Plan”. The objective is to develop a truck plan that balances the needs of the shipping industry and residential communities in Palm Springs and through the Central Palm Beach County region. A truck traffic routing plan was developed to direct trucks to appropriate roadways while minimizing impacts to residential neighborhoods. The truck traffic routing plan designates various roadways as truck routes. In addition, new truck restrictions were identified for several roadways that are inappropriate for significant volumes of truck traffic.

DATA AND ANALYSIS.

The data and analysis effort included the following data categories¹: 1) roadway network, including classification, street width and turning radii, access to intermodal facilities, traffic volumes and crashes, and location/weight limit of bridges, 2) land use², 3) “vision” consensus³, 4) business trucking needs, and 5) State legislation.

DEVELOPMENT AND EVALUATION OF TRUCK ROUTE NETWORK.

The suitability and appropriateness of roadways to serve truck traffic were evaluated. To evaluate potential truck routes, several technical criteria, including connectivity, directness, neighborhood impact, traffic operations, and safety, were considered. Similar to a functional classification system used to classify and define a roadway’s purpose, a two-level hierarchy of truck routes was developed.

- **Primary Truck Routes** – Routes that provide a high level of mobility for trucks, carry the highest truck volumes, and generally serve long distance truck trips. Within the Village, the following roadway segments are part of the FIHS system and are recommended as primary truck routes:

- Unless otherwise prohibited, all streets under the jurisdiction of the Florida Department of Transportation (State Roads);
- Streets under the jurisdiction of Palm Beach County (County Roads), as follows:
 - Congress Avenue
 - 6th Avenue South/Melaleuca Lane
 - A portion of 10th Avenue North, from Congress Avenue to I95
 - Summit Boulevard

- **Secondary Truck Routes** – Routes that serve lower volumes of truck traffic by providing connections between primary truck routes and the origins/destinations of truck trips. Village and County roadway segments that provide connectivity to commercial and industrial areas, but are located within or adjacent to residential uses are recommend as secondary truck routes, as follows:

- A portion of 2nd Avenue North, between Coconut Road and E-4/Keller Canal;
- A portion of 10th Avenue North, between Military Trail and Congress Avenue;

¹ Village of Palm Springs Transportation/Mobility Master Plan, September, 2021

² Village of Palm Springs Comprehensive Plan and Future Land Use Map, January, 2018, as amended

³ Visioning Summary, August, 2023

- Florida Mango Road;
- Kirk Road;
- A portion of Purdy Lane, between Military Trail and Kirk Road

Every truck carrying hazardous material is prohibited from using a Village road that serves as a secondary truck route or any local Village street, unless necessary to the conduct of business, construction or maintenance operations at a destination point along that roadway segment. Hazardous materials are any cargo regulated by Title 49, Code of Federal Regulations, Part 172, as it may be periodically amended which includes but is not limited to flammable or radioactive material or poisonous gas, which in its transportable state would be injurious to humans, animals or plants.

• **Local (Village) Streets Restricted as “No Thru Trucks Allowed”** – Impacts of truck traffic may be detrimental to quality of life of Village residents and the character of residential neighborhoods. Impacts include impaired air quality, noise, neighborhood safety, neighborhood aesthetics, and conflicts with the delivery of public services.

Truck traffic shall be prohibited on Village-controlled streets on which both sides of the street or road are predominantly residential. Trucks shall also be prohibited along Village streets that cannot adequately carry truck traffic because of damage to the road surface or to abutting structures or public facilities, or where the traffic lanes are less than twelve (12) feet wide.

- Thru-truck traffic shall be prohibited on all Village streets, except those otherwise designated as a Secondary Truck Route.

• **Local (Village) Streets – Construction Traffic** – The Village may further restrict local streets and roads which may be utilized by contractors or vendors during construction. Building permit and/or development order restrictions may further specify or explicitly prohibit the use of identified Village or County roads for construction vehicles and equipment.

Map 1, Regulated Truck Routes, presents the identified truck routes for the Village of Palm Springs. Truck traffic is guided and encouraged to use the truck routes but is prohibited from using roadways designated as truck restricted.

IMPLEMENTATION PLAN.

An implementation plan was developed to identify necessary actions for executing the truck routing plan presented in Map 1. The implementation plan includes truck route restrictions and truck route signage to facilitate the movement of truck traffic. Locations where signs should be provided to direct trucks to the primary and secondary truck route network were identified. The Village will maintain a Regulated Truck Route map on the Village website to provide access to anyone over the internet. Annual distribution of the Regulated Truck Route map to businesses in the Village would be beneficial.

Truck route signs should be consistent with the guidelines specified in The Manual on Uniform Traffic Control Devices (MUTCD) to ensure consistent installation and recognition. Several locations where truck restrictions should be adopted were identified. A truck restriction sign, consistent with MUTCD guidelines, must be installed for a roadway to be restricted from truck traffic not making a stop along the route. It is of interest to note that there is no standard traffic sign in the Federal or State Manual(s) on Uniform Traffic Control Devices communicating that a road is not on a truck route system.

Figure 2B-21. Truck Signs



Figure 2B-21. Truck Signs

A draft ordinance enacting the proposed Truck Traffic Routing Plan into the Village codes was also prepared in order to codify the truck plan and provide for its enforcement.

CONCLUSION.

This “Truck Traffic Routing Plan” was developed to improve the flow of goods and services within the Village while preserving the character of residential neighborhoods by guiding trucks away from local streets that are not designed to carry large trucks. The “Truck Traffic Routing Plan” should be a fluid document that is periodically reassessed and adjusted based on modifications to the roadway network or land use patterns.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #15: Ordinance No. 2024-02 - Moratorium on Qualifying Developments Under the Live Local Act

SUMMARY: The State of Florida adopted the Live Local Act, which went into effect July 1, 2023, and is designed to increase the development of affordable housing throughout the State. The Act includes preemption of municipal authority and allows the development of affordable housing on commercial and industrial lands for "Qualified Developments". Of immediate concern, the Act places the burden of assuring the affordability of the units in the Village. The Village does not have an affordable housing program.

The Act also affects policies municipalities may enact to address housing. These changes are intended to align with the Florida Legislature's rewrite of section 420.0003, Florida Statutes, that deals with affordable housing. That section requires local governments to provide incentives, such as density bonus incentives, to encourage the private sector to be the primary driver for developing affordable housing:

1. **Development Incentives:** SB 102 makes a number of changes to sections 125.01055 and 166.04151, Florida Statutes, which preempts local governments from enacting policies that would hinder the development of certain affordable housing projects - the changes sunset on October 1, 2033.

SB 102 requires local governments to make multi-family and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multi-family residential rental units are affordable as defined under state law (for at least 30 years as Affordable Multi-Family Housing). SB 102 preempts local governments from taking a number of actions that might hinder the development of Affordable Multi-Family Housing. The amendments to these sections also remove the prohibition on developers of affordable housing from receiving funds from the State Apartment Incentive Loan (SAIL) Program, provided that 10% of the units are dedicated to affordable housing.

2. **Local Government Administration and Affordable Housing:** SB 102 amends sections 125.379 and 166.0451 to the Florida Statutes, and requires local governments to list real property owned in fee-simple by any dependent special district within that local government's jurisdiction that is appropriate for affordable housing, as well as requiring the inventory list of properties be publicly available on the local governments' websites.

SB 102 amends section 553.792 of the Florida Statutes, to require local governments to maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are required to be expedited on the local governments' websites.

3. **Taxes:** SB 102 aims to encourage the development of affordable housing by lessening the associated tax burden.

- **Ad Valorem Property Tax Exemptions:** SB 102 enacts two separate ad valorem tax exemptions available to owners of property used for Affordable Multi-Family Housing developments under sections 196.1978(3) and section 196.1979, Florida Statutes.

A taxpayer may only receive one of these exemptions.

- **Sections 196.1978(3):** Section 196.1978(3), Florida Statutes, makes portions of property in a multi-family project eligible for a tax exemption by deeming such property to be used for a charitable purpose, pursuant to certain eligibility criteria. This section requires that qualified property which is available to house those whose annual household income is above 80% and below 120% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA), or for households in a county that is not within an MSA, receive an ad valorem property tax exemption of 75% of the property's assessed value. However, if the property is used to house those with income that does not exceed 80% of the median annual adjusted gross income for households within the MSA or county, then the property is 100% exempt from ad valorem property taxes.
- **Section 196.1979:** Permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing by deeming the property as being used for a charitable purpose, pursuant to certain eligibility criteria. If all the residential units in a multi-family development are not affordable housing, then the property's exemption may be up to 75% of the assessed value of each residential unit providing affordable housing. If all the residential units are affordable, then the exemption may be up to 100% of the assessed value of the multi-family residential units providing affordable housing.

SB 102 enacts several more tax exemption and credit programs, along with state housing programs, pursuant to certain eligibility criteria.

4. **Housing Policies** SB 102 has a number of provisions that direct local governments to take action. For example, section 420.0003, Florida Statutes, encourages local governments to adopt ordinances to promote innovative housing solutions, such as utilizing publicly held land to develop affordable housing. That section also encourages local governments to engage in community-led planning, focusing on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development with preexisting public services. It encourages the development of policies that maximize high-density, high-rise, and mixed-use, as well as mixed-income projects. It even encourages the development of policies to modernize housing, specifically naming things such as tiny homes, 3D-printed homes, and accessory dwelling units.

There is a requirement for local governments to maintain on their website a policy containing procedures and expectations for expedited processing of those building permits and development orders to be expedited, pursuant to the Act. The Act does not specify what "expedited" means from a timeliness perspective, nor does it quantify the term (e.g., number of days prior to issuance of a permit, etc.).

Additionally, SB 102's amendments to sections 125.379 and 166.0451, Florida Statutes, encourage local governments to enact ordinances adopting best practices for surplus land programs. These best practices include establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus land publicly available, and ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring the reversion of property not used for affordable housing within a certain time frame. Local governments that wish to enact an ordinance providing for an ad valorem tax exemption under section 196.1979, Florida Statutes, will have to do so in accordance with the provisions and restrictions set out in that section.

SB 102 also directs certain state agencies such as the Florida Housing Finance Corporation to adopt rules relating to the ad valorem exemption available under section 196.1978(3), Florida Statutes. It directs the Florida Department of Revenue to adopt rules governing the administration of tax exemptions under sections 212.08 and 220.1878, Florida Statutes.

Based on all of these considerations, **Village staff recommends that up to a 12-month moratorium be enacted** in order to provide the necessary time for the staff to adequately interpret and work through the requirements of the new law. This would ensure our programs and regulations adhere to the requirements, so that we can properly review and process applications under the Live Local Act. This would also ensure that we properly administer and apply the new provisions for affordable housing, expedited permitting, tax exemptions and other provisions in a way that safeguards the public's health, safety and welfare.

What is a Moratorium?

Generally, moratoria in land use are temporary, legislatively-enacted periods during which a local government stops giving some type of permit. Moratorium to allow local governments to ensure that a community's problems are not compounded during the time the local government needs to formulate and implement a policy response to an issue. Moratoria also prevents developers and landowners from racing to beat planned or imminent land use changes by carrying out development that is poorly planned or harmful to the community. By providing such assistance, moratoria give local governments more time to engage in sound planning practices.

Moratorium Being Proposed

The item for the Council's consideration is a 12-month temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits and development orders within the Village's municipal boundaries for Qualifying Developments under the Act to allow time for the Village to review, study, hold public hearings, prepare, and adopt potential changes to its Code of Ordinances, Comprehensive Plan and/or its Land Development Regulations, as more particularly set forth above. The duration of the moratorium should be strictly limited to the time necessary for the Village to address the policy, code and program changes needed to implement the Act.

The Local Planning Agency considered the proposed moratorium at its meeting on December 14, 2023 and recommended approval.

The proposed moratorium ordinance was approved on 1st reading at the December 14, 2023 Council meeting and is being presented for consideration on the 2nd and final reading.

FISCAL IMPACT:

The adoption of a moratorium does not have a direct fiscal impact on the Village.

Note: The proposed ordinance is required to ensure the village's compliance with state law, and is solely placing a temporary limitation on qualifying developments under the Live Local Act, and is therefore exempt from a **Business Impact Estimate**. Additionally, in its efforts to implement state

requirements for affordable housing, the proposed ordinance does not have a direct economic impact on existing private, for-profit businesses in Palm Springs.

ATTACHMENTS:

1. Proposed Ordinance No. 2024-02 - Moratorium of Live Local Act

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING A TWELVE (12) MONTH MORATORIUM ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF ALL APPLICATIONS FOR DEVELOPMENT ORDERS, DEVELOPMENT PERMITS, BUILDING PERMITS, AND ZONING APPROVALS FOR ALL PROPOSED DEVELOPMENTS AUTHORIZED UNDER FLORIDA STATUTE SECTION 166.04151(7) WITHIN THE VILLAGE OF PALM SPRINGS' MUNICIPAL BOUNDARIES; ESTABLISHING PROCEDURES FOR EARLY TERMINATION AND EXTENSION OF THIS MORATORIUM; AND PROVIDING FOR 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, the State of Florida adopted the Live Local Act ("Act"), which went into effect July 1, 2023, and is designed to increase the development of affordable housing throughout the State; and

WHEREAS, the Act requires local governments to make multifamily and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multifamily residential rental units are affordable, as defined under state law, for a period of at least 30 years ("Qualifying Developments"); and

WHEREAS, the Act places the burden of assuring affordability of the units on the Village; and

WHEREAS, the Village currently does not have an affordable housing program or related ordinance; and

WHEREAS, the Village needs additional time to develop policies and procedures to ensure that Qualified Developments are providing the required affordable housing units for the minimum 30 year period, which may include monitoring and reporting requirements, enforcement procedures, and penalties for noncompliance; and

WHEREAS, the Act requires the Village to administratively approve a Qualifying Development without holding hearings before the Village Council; and

WHEREAS, the Act also requires local governments maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are required to be expedited by law on the local governments' websites; and

WHEREAS, the Village needs time to develop policies and procedures for administratively approving Qualifying Developments; and

WHEREAS, the Act permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing from ad valorem property taxes; and

WHEREAS, the Act encourages local governments to adopt ordinances to promote innovate housing solutions, such as utilizing publicly held land to develop affordable housing; and

WHEREAS, the Village needs time to research whether and how to implement these additional directives contained in the Act; and

WHEREAS, a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed Qualifying Developments within the Village's municipal boundaries will allow time for the Village to review, study, hold public hearings, prepare, and adopt potential changes to its Code of Ordinances, Comprehensive Plan, and/or its Land Development Regulations as contemplated by the Act; and

WHEREAS, the duration of the moratorium should be strictly limited to the time necessary for the Village to address the policy, Code of Ordinances, and program changes needed to implement the Act; and

WHEREAS, the adoption of this Ordinance is undertaken in good faith and is intended to facilitate the Village's compliance with the Act's requirements and implement programs furthering the Act's goals; and

WHEREAS, the Village Council 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. Moratorium. The Village hereby imposes a twelve (12) month moratorium on the acceptance, processing, and consideration of all applications for development orders, development permits, building permits, and zoning approvals for all proposed Qualifying Developments within the Village's municipal boundaries in order to provide the Village adequate time to research, interpret, and implement the requirements of the Act in a way that safeguards the public's health, safety, and welfare.

Section 3. Early Termination or Extension of Moratorium. The Village may terminate or extend the moratorium imposed by Section 2 by adoption of an ordinance or resolution of the Village Council.

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. 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 _____, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading _____
Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #16: Commercial Planned Development Master Site Plan (SPR23-10) - Village Collection of Palm Springs - Northwest corner of 10th Avenue North and South Florida Mango Road

SUMMARY: Insite Studio, agent for 10th Avenue Partnership LTD (“Applicant”) is requesting a Commercial Planned Development Master Site Plan approval (**SPR23-10**) to allow the redevelopment of the site to accommodate three (3) separate proposed development plans on the property located on the northwest corner of Florida Mango Road and 10th Avenue North (directly west and north of the Chase Bank Building) (+/- 8.61 acres).

Note: The proposed site was previously developed with a 4-story commercial office building with approximately 88,707 sq. ft. that was demolished in July 2023 and the newly constructed 4,081 sq. ft. Chase Bank building.

The proposed Commercial Planned Development (CPD) Master Site Plan provides for the following elements:

1. Perimeter landscape and compatibility features, including a privacy wall between the subject commercial parcel and abutting residential properties to the west, north, and east, and entry landscaping features at the entrance drives.
2. Shared access to the CPD from Florida Mango Road and 10th Avenue North, with internal access to future development parcels.
3. Shared infrastructure improvements.
4. Architectural Guidelines for the CPD provide a consistent theme throughout the unified project through colors, materials, and architectural elements.
5. Open space (minimum 20%) based on the entire CPD.
6. The Master Sign Program for the CPD, which includes six (6) monument signs:

(Note: existing nonconforming signs will be removed and there are two (2) existing signs as part of the Chase Bank site).

If approved, the proposed Master Site Plan would provide for the consideration of the development of the property to the west and the north of the Chase Bank building and each site-specific site development plan will be processed separately and as depicted on the proposed master site development plan.

The Planning and Zoning Board considered this application during their November 14, 2023, meeting and recommended approval.

Staff supports the applicant's intent to move forward with the proposed redevelopment project, allowing the revitalization of the existing underutilized property.

FISCAL IMPACT:

The proposed master site plan for the commercial planned development does not have a significant fiscal impact on the Village; however, it is expected to enhance the Village's assessed property valuation.

ATTACHMENTS:

1. Resolution No. 2023-52 - Site Plan Developments (SPR23-10) - 10th Avenue North and Florida Mango Road
2. Exhibit "A" Staff Report
3. Project Description
4. Site Plan, Landscape Plans and Traffic Analysis
5. Proposed Master Sign Plan
6. Architectural Compability
7. Aerial and Location Maps

RESOLUTION NO. 2023-52

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, THE MASTER SITE COMMERCIAL PLANNED DEVELOPMENT SUBMITTED BY INSITE STUDIO, (“AGENT”) FOR 10TH AVENUE PARTNERSHIP LTD (“APPLICANT”), TO ALLOW THE REDEVELOPMENT OF THE SITE TO ACCOMMODATE THREE (3) SEPARATE DEVELOPMENT PLANS LOCATED ON THE NORTHWEST CORNER OF FLORIDA MANGO ROAD AND 10TH AVENUE NORTH (DIRECTLY WEST AND NORTH OF THE CHASE BANK BUILDING); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2023, the Planning and Zoning Board reviewed and considered the request by Insite Studio (“Agent”), for 10th Avenue Partnership LTD, approval of Master Site Commercial Planned Development to redevelopment of the site to accommodate three (3) separate proposed development plans on the property located on the northwest corner of Florida Mango Road and 10th Avenue North (directly west and north of the Chase Bank Building) (+8.61 acres); and

WHEREAS, the Planning and Zoning Board recommendation to approve this application, subject to staff report conditions, has been forwarded to the Village Council for final consideration; and

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

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

Section 1. The Village Council having received and considered the request of the Applicant for approval of the Master Site Commercial Planned Development to redevelopment of the site to accommodate three (3) separate proposed development plans on the property located on the northwest corner of Florida Mango Road and 10th Avenue North (directly west and north of the Chase Bank Building) (+8.61 acres); and the same having been heard in Regular Session on December 14, 2023; and having

been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application as revised, with the staff report conditions attached hereto as **Exhibit “A”**, and which is incorporated herein by reference:

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

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

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

	<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 the Resolution duly passed and adopted this _____ day of JANUARY, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Master Site Plan – Village Collection of Palm Springs - 10th Ave North & Florida Mango Rd.

Application Summary			
Applicant / Petitioner	Village Collection of Palm Springs	Submittal Date	9/29/2023
Reference Name	Village Collection of Palm Springs	Case Number	SPR23-10
		Parcel Control No	70-43-44-20-39-000-0020, 70-43-44-20-40-001-0000, 70-43-44-20-40-002-0000 & 70-43-44-20-40-003-0000
Location	Northwest corner of 10 th Avenue North & S Florida Mango Road	Site Area	±7.8 gross acres
P&Z Bd Meeting	November 14, 2023	Council Meeting	January 11, 2024
Requests			
Proposed Use(s)	Master Site Plan (SPR23-10) to allow the redevelopment of the site to accommodate 3 additional commercial projects for the total of four (4) development out parcels, for the Commercial General property located at the northwest corner of S Florida Mango Road and 10th Avenue North.		
Number of parcels	4 Commercial General parcels Lot 2- 0.87 acres (existing to remain) 4,081 sf Chase bank building (0.11 FAR) Tract 1 – 4.63 acres maximum FAR 100,841 sf Tract 2 – 1.81 acres maximum FAR 39,421 sf Tract 3 – 1.3 acres maximum FAR 28,314 sf		
Setbacks			
Code	Required Minimum		
West, North and East	As a Commercial Planned Development adjacent to residential use, the minimum setback shall be 30'. North – 66’, East – 96’ and West – 75’		
South	As a Commercial General zoning district property, the minimum at front shall be 50’. Minimum setback proposed will be 74’ from 10 th Ave North		
Site Characteristics			
Existing Use	Vacant lot and Chase Bank building to remain.	Proposed Use	Chase Bank building to remain and subdivide the remaining portion into 3 separate commercial lots.
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential uses	Commercial & Low Density Residential	Commercial General (CG) & Residential Multiple-Family (RM)
South	Residential uses	Unknown Unincorporated PBC	Unknown Unincorporated PBC
East	Shopping center	Unknown Unincorporated PBC	Unknown Unincorporated PBC
West	Residential mobile home park	High Density Residential	Residential Multiple-Family (RM)
Recommendation			

Planning, Zoning & Building Staff recommends conditional approval of the commercial planned development master site development plan, depicted on the proposed master site plan, to permit the redevelopment and revitalization project of the existing underutilized property.



I. Site History

- Ordinance 2010-02: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on February 11, 2010 and designated with the Land Development as Commercial General zoning districts and Future Land Use Commercial.

- Resolution 2017-26: Site Plan and Special Exception Use

On August 10, 2017 the Village's Council approved a Site Plan and Concurrently a Special Exception Use to redevelop the site by demolishing the existing bank drive-through and constructing a freestanding 4,081 square feet Chase Bank Branch with two lanes drive-through ATM with by-pass lane.

- Resolution 2018-22: Plat

The Village's Council approved on July 12, 2018 under above resolution, a final plat application to subdivide the 8.6-acre property at the northwest corner of the 10th Avenue North and Florida Mango Road to create a separate lot for Chase Bank building, the boundaries of the second lot created coincided with those of the special exception/site plan approved under Resolution 2017-26.

- Resolution 2020-01: Master Site Development Plan

The Village's Council approved on January 9, 2020, under above resolution, a Master Site Development Plan to allow the demolition of the existing 4-story commercial office building and redevelop the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres).

- Resolution 2020-02: Site Development Plan and Special Exception Use and Three Variances

The Village's Council approved on January 9, 2020, under above resolution, a Site Plan Amendment and concurrently a Special Exception Use to permit the construction of 5,411 square feet convenience store building with 8,613 square feet canopy accommodating twenty (20) fueling stations, within 1.81 acres (Tract 2 of the Commercial Planned Development), located directly west of the new Chase Bank building.

- Resolution 2020-03: Site Development Plan and Special Exception Use

The Village's Council approved on January 9, 2020 under above resolution, a Site Plan Amendment and Special Exception Use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays, within 1.3 acres (Tract #3 of the Commercial Planned Development) on the southwest portion of the property.

- Resolution 2020-14: Plat

The Village's Council approved on May 14, 2020 under above resolution, a final plat application to re-plat the property to be consistent with the approved commercial planned development master plan (approved under Resolution 2020-01), and subdividing the property into three (3) separate parcels to enable the properties to be conveyed to future purchasers as legal lots of records.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed site development plan to re-develop the property to accommodate 3 separate development plans on the remaining portion of the property west of the Chase Bank building, is consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III. Neighborhood Compatibility

- 1) The proposed project is located on the northwest corner of 10th Avenue North and South Florida Mango Road.
- 2) An existing shopping center is located on the east side of the property with several different retails, offices and restaurants establishments occupying the suites.
- 3) Surrounding properties are generally residential use.
- 4) The proposed project is on one of the most important corridors within the Village limits, 10th Avenue North, that connects East and West portions of the surrounding cities.

IV. Regulatory Issues

- The master site plan generally conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) An 11' wide right-of-way shall be dedicated to Palm Beach County.
 - 3) A right-of way construction permit is required to be obtained with PBC.
 - 4) Existing eastern egress driveway on 10th Ave North shall be eliminated accordingly with PBC requirements.
 - 5) A westbound right-turn lane at the project driveway on 10th Avenue shall be constructed by the PBC standards.

- 6) Permits from all applicable permitting agencies, including but not limited to Lake Worth Drainage District, Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs are required prior to construction.
- 7) Civil/Utility plans shall be approved by the Village's Engineer.

V. Environmental Issues:

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

VI. Community Outreach/ Notification

- The subject property was posted on November 8, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 3, 2023.
- Legal advertisement was published in the paper on November 2, 2023.

VII. Proposed Development Plan Details

The petitioner's development plans dated received on September 29, 2023 depicts the following:

- An application submitted for a Master Site Development Plan Approval for the redevelopment of the site to accommodate 3 separate development plans on the remaining portion of the property west of the Chase Bank building.
 1. Master Site Plan dated received September 29, 2023 revised and resubmitted on November 6, 2023.
 2. Master Landscape plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
 3. Engineering plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
 4. Master sign plan.
 5. Photometric plan.
 6. Boundary survey.
 7. Plat.
 8. Traffic study.
 9. Drainage calculations.

VIII. Recommendation

The applicant is requesting a Master Site Development Plan to allow the redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building. The property was previously developed with a 4-story commercial office building that was demolished in July 2023.

Each site-specific site development plan will be processed separately and as depicted on the proposed master site development plan; Staff supports the applicant's intent to permit the redevelopment project allowing the revitalization of the existing unutilized property.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed project to be consistent with goal, objectives and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and recommends conditional approval of the Master Site Development Plan subject to the following thirty-five (35) conditions below:

1. Build-out date is December 31, 2028.
2. Proposed developments projects are limited to a maximum intensity of:
Tract 1 – 4.63 acres maximum FAR 100,841 sf
Tract 2 – 1.81 acres maximum FAR 39,421 sf
Tract 3 – 1.3 acres maximum FAR 28,314 sf
1. The additional 11' wide right of way dedication to Palm Beach County along the 10th Avenue North shall be executed and recorded **prior to issuance of the first Certificate of Occupancy**.
2. Proposed development plans for each lot shall demonstrate compatibility with existing Chase bank building and surrounding environment accordingly with the Village of Palm Springs Building Design Guideline per Ordinance No. 2017-13.
3. The overall master sign plan shall be approved by the Council and each development site is subject to it.
4. Any existing or proposed utility box/cabinet shall be screened from view. Staff recommends wrapping the cabinet/box with a match design accordingly with the existing/proposed location.
5. Perimeter landscaping shall provide 1 tree every 20' all the time.
6. Perimeter compatibility treatments, specifically 6' privacy walls, shall be provided along north, east and west sides of the property. Perimeter wall shall be installed **prior to any construction activities** for any of each site.
7. All perimeter landscaping, including entry features, shall be installed **prior to 1st CO**.
8. Existing non-conforming pole sign shall be removed **at time of permitting**.
9. Proposed village sign easement location is to be coordinated with Village Administration and dedicated (executed, accepted by Village Council and recorded) **prior to 1st CO**.
10. Landscape plans shall be revised **prior to Council consideration** to eliminate the specific use for each lot.
11. A Utility/Civil Plan shall be approved by the Village Engineer **at time of permitting**.
12. A ROW permit shall be obtained with the PBC **at time of permitting**.
13. The access driveway at 10th Avenue North shall be configured for a right-out-only egress
14. A root barrier shall be provided on trees that are within 12' of utility lines.
15. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
16. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
17. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
18. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
19. Provide permits from all applicable permitting agencies, including but not limited to Palm Beach County Roads, Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
20. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
21. All mechanical equipment's and above-ground infrastructure shall be screened from view.
22. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
23. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
24. All new electric utilities shall be underground.
25. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be

- constructed in accordance with the FBC edition in effect **at the time of permitting.**
26. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
 27. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO.**
 28. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
 29. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO.**
 30. Photometrics must be certified by an engineer **prior to CO.**
 31. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy.**
 32. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
 33. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
 34. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
 35. **At the time of CO,** the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

DESCRIPTION OF PROJECT

Village Collection of Palm Springs

Village of Palm Springs Planning, Zoning & Building Department Unified Development Application

Initial Submittal: September 22, 2023

Resubmittal: November 6, 2023

Request

On behalf of the Applicant, 10th Avenue Partnership LTD, we respectfully request approval of:

- 1) **Master Plan Amendment** to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137).
- 2) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 2 of the Village Collection of Palm Springs PCD (Chick-fil-A)
- 3) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 3 of the Village Collection of Palm Springs PCD (Chipotle)
- 4) **Variance** (Hours of Operation) for Tract 2 of the Village Collection of Palm Springs PCD to allow hours of operations beginning at 6:00 AM.

Site Background

The 7.74-acre site is located approximately 0 miles W of the intersection of 10th Ave N & Florida Mango Rd on the N side of 10th Ave North. The project addresses are 2625 10th Avenue N., 2665 10th Avenue N., and 2445 10th Avenue N. Palm Springs, FL 33461. The property is identified by the following Parcel Control Numbers (PCN): 70434420400020000, 70434420400030000, & 70434420400010000. The Existing Land Use is vacant, Future Land Use designation is Commercial (COM), and it is in the Commercial General (CG) zoning district. The subject site is located within the X Flood Zone. The primary access to the site is on 10th Avenue North.

Surrounding Uses

The subject site is situated along 10th Avenue North and Florida Mango Road, which are county-maintained public roads. It is in the CG Commercial General zoning district. The surrounding area is comprised of a mix of residential and commercial uses, land use, and zoning district classifications which are summarized below:

Land Use | Zoning | Use(s)

North:	Low Density Residential RM Residential Multifamily Single-Family Residential
South:	10 th Avenue North HR-12 High Density Residential RH Multifamily (High Density) Multifamily Residential Medium Density Residential RM – Residential Multifamily Vacant MR-5 Medium Density Residential RH Multifamily (High Density) Single-family Residential
East:	Florida Mango Road UC Urban Center UC Urban Center Shopping Center Community
West:	High Density Residential RM Residential Multifamily Mobile Home Park

Approval History

1) *Resolution 2020-01*

- Commercial Plan Development with Master Site Plan approval to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres), located at 2601 10th Avenue N & Florida Mango Rd. Approved with forty (40) conditions (listed in Staff Report) on January 9, 2020.

2) *Resolution 2020-02*

- Site Development Plan and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions within 1.81 acres (Lot #3 of the Commercial Planned Development), a waiver from Sec 34-164, and three (3) variances, PSV19-22 to allow 24-hour operations, PSV19-23 to allow an increase of primary frontage signage by 490 square feet to allow striping with logo on the south side of the fuel canopy and two wall signs on the building; and PSV19-24 to allow 1,068 square feet sign area wrap around the gas canopy sides not facing a public right of way. Approved with forty-one (41) Conditions (listed in Staff Report) on 1-9-2020.

3) *Resolution 2020-03*

- Site Development plan and concurrent approval for a Special Exception use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays within 1.3 acres (Lot 4 of the Commercial Planned development).

Development Program

The Applicant, the 10th Avenue Partnership LTD, is requesting a Master Plan Amendment to the previously approved Village Collection of Palm Springs development to modify uses, as well as reconfigure the site layout. The site was previously approved for the construction of a RaceTrac gas station and Tire Kingdom tire sales and repair shop. At the time of the approval, Tract 1 was contemplated for future development with no set use or site layout associated to it. Presently, the Application proposed to amend the previously approved overall site plan to accommodate two restaurants with drive-through lanes.

To move forward with the development, several concurrent applications are being requested:

- Site Plan modification of Tract 2 for Chick-fil-A (6,111 SF) with concurrent approval for a Special Exception use for restaurant/drive-through with a variance for hours of operation. The hours of operation for Chick-fil-a are from 6 A.M. to 10 P.M.
- Site Plan modification of Tract 3 for Chipotle (2,454 SF) with concurrent approval for a Special Exception use for restaurant/drive-through. The hours of operation for Chipotle are from 10 A.M. to 10 P.M.

Parking Areas

Each site contains the required parking and is designed to meet off-street parking and loading zoning ordinance requirements. The Chick-fil-A restaurant/drive-through site (Tract 2) requires 30 and has 63 (4 ADA) parking spaces. There is a two-lane drive-through with a canopy and pick-up window on the east edge of the building. The site also contains five bicycle parking spaces, and two enclosed dumpster loading spaces. The Chipotle restaurant/drive-through site (Tract 3) requires 18 and has 24 (2 ADA) parking spaces. There is a two-lane one-way drive-through around the building and a pick-up window on the west edge of the building. The site also contains five bicycle parking spaces at the front of the building, three pick-up parking spaces, and an enclosed dumpster loading area at the rear of the building.

Loading Areas

Each proposed development site has one loading zone, as per the requirements of Section 34-1330. The Chick-fil-A restaurant/drive-through site (Tract 2) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area. The Chipotle restaurant/drive-through site (Tract 3) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area.

Open Space & Landscape

The Village Collection of Palm Springs is a commercial PUD, which requires 20% open space throughout the entire site. The proposed design for the three tracts allows each parcel to meet and exceed the open space requirements.

	Open Space Required	Open Space Provided
Tract 1	40,315 SF	56,607 SF
Tract 2	15,731 SF	19,316 SF
Tract 3	11,344 SF	23,873 SF
Total Open Space	66,943 SF (1.54 AC)	99,796 SF (2.23 AC)

As for landscaping, the site has received a complete overhaul in plant materials both inside and out. The buffers will be supplemented with additional canopy trees, palms, and a hedge. The internal roadway that runs through the site will be enhanced with meandering hedges and shrub beds. Each tract within the development has its own respective code-compliant landscape plans, which all meet and exceed the landscape requirements of the Palm Springs code. The landscape features a good mix of native and Florida-Friendly plant materials to create a vibrant and resilient environment around the development. Each tract features its own unique blend of plants but all tracts come together to create a central theme familiar to south Florida.

COMPLIANCE WITH CRITERIA

DISTRICT REGULATIONS

Purpose (Code 1994, § 30-561)

It is the purpose of the CG commercial general land development district to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. However, it is not the intent of this land development district to necessarily create or promote an extension of strip commercial areas.

The proposed Village Collection of Palm Springs Commercial Planned Development Master Plan project is permitted within the CG Commercial general land development district. The commercial uses are consistent with the purpose of the CG commercial general district in that they provide commercial services including food and lodging options that are accessible to residents of Palm Springs and surrounding municipalities and is within a mile from Interstate-95. The project is compatible with commercial development in the 10th Avenue North corridor, including commercial shopping centers, medical and professional offices, and gas stations.

Commercial General

Property Development Regulation	Required	Proposed Tract 2 Chick-fil-A	Proposed Tract 3 Chipotle
Minimum lot width	100 feet	246.34'	206.51'
Minimum frontage	100 feet	246.34'	206.66'
Minimum lot depth	200 feet	319.31'	273.92'
Maximum lot coverage	No Requirement	7.8%	4.3%
Minimum front yard	50 feet	71' front setback	92' front setback
Minimum side yard (interior)	15 feet	N/A	75' side setback
Minimum side yard (corner)	25 feet	N/A	N/A
Minimum yards adjacent to residential land development districts	30 feet, excluding the front yard which shall remain at 50 feet.	N/A	75' setback minimum
Maximum building heights	Four stories or 45 feet.	20'-4"	26'
Maximum Gross Floor Area	(11) <i>Maximum gross floor area:</i> 50 percent of total lot area.	0.35 FAR (based on total development area of tracts 1,2, and 3)	
Parking	<u>required / provided</u>	30/ 63 (4 ADA)	18/24 (2 ADA)

See site plan for additional data.

Sec. 34-1063 Planned Developments Performance Standards (Code 1994, § 30-731; Ord. No. 2014-06, § 2, 5-8-2014)

- The proposed site plan shows sidewalks on the portions of the site facing primary streets which are interconnected and provide pedestrian access to each building.
- The buildings on the site plan are situated to create a cohesive site plan and unified commercial development.

- Curb cuts and secondary streets are designed to optimize traffic circulation in and out of and within the site.
- Sufficient off-street parking is provided per each use.
- Lighting has been designed per the luminosity criteria and requirements of the Village.
- The landscaping has been designed to enhance the streetscape by creating sidewalks for pedestrian connectivity, trees for shade, and native plantings.
- There is a 15' landscape buffer on the northern and western perimeter of the site to provide appropriate screening between the surrounding residential areas.

Minimum Acreage

The development site of 7.74-acres exceeds the minimum acreage requirement of two acres.

Intensity

The Intensity requirement for non-residential land use intensities for commercial is .50 floor area ratio. The FAR (.35 FAR) for the site is below the requirement of .5 FAR.

Permitted Uses

The proposed uses for the planned development are special exception uses in the CG Commercial General district.

Layout, Design

The layout and design of the proposed development accounts for adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions of the CG Commercial General district.

Maximum building height

The building heights in the Village Collection of Palm Springs's planned development are compatible with the proposed uses and the bulk, mass, and context of adjacent structures and meet code requirements (45 feet or four-stories in the Commercial General District). The building height of the hotels on Tract 1 is four-stories or 50'-1". The building height of Chick-fil-A on Tract 2 is one-story or 20'4". The building height of Chipotle on Tract 3 is one-story or 26'.

Setbacks

- Building setbacks are at least 30' with appropriate buffers where the adjacent uses are residential, to the north and west. The buildings are setback from adjacent property lines to purposefully exceed the 30' minimum setback requirement, especially along the north and west property boundaries.
- The Chick-fil-A (Tract 2) is setback 71' from the front property line.
- The Chipotle (Tract 3) is setback 92' from the side property line and 75' from the east property boundary.

Required Open Space

The open space is 96,596 square feet (29%) which meets the minimum open space requirement for commercial uses which is 20% of the gross land area.

Shared Parking

There is no shared parking on the site. Each individual use on the site meets the off-street parking and loading requirements.

Unified Control

- The land within the commercial planned development will remain under the control of the applicant.
- A program for maintenance of common areas, open space, parking areas, utility sites, etc will be submitted to the Village prior to certificate of occupancy.

SITE PLAN

Required Landscaping (Code 1994, § 30-106)

- Landscaping and buffering are designed to maximize native vegetation and to leave the existing areas of native vegetation undisturbed as much as possible.
- Off-street parking areas include 20 square feet of landscaping for each parking space.
- Every twelfth parking space is separated by a landscaped island at least five feet in width and the same depth as the parking spaces.
- Islands are surrounded with a continuous raised curb.
- The perimeters of the parking areas are landscaped to create buffers between adjoining land uses.
- With a total site area of 336,950 SF, the code requires one tree to be provided for each 2,500 square feet of landscaped area, which comes out to 135 required trees. This requirement has been met and exceeded with a proposed planting plan of 179 trees throughout the site.

Required Buffers (Code 1994, § 30-107; Ord. No. 2013-02, § 2, 2-14-2013; Ord. No. 2015-42, § 3, 12-10-2015)

- Buffers are provided around the site that meet the requirements of the ordinance. The retail use category requires Category three (15-foot wide buffer with a wall or fence and hedge not less than 6 feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the East and North edges of the site and Category five (15-foot wide buffer with a hedge not less than three (3) feet in height, supplemented by trees spaced not more than 20 feet apart, required hedges shall maintain a minimum of two (2) different maintained levels or tiers) and Category six (ten (10) foot wide buffers with a hedge not less than three feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the South and West edges of the site. There is a 15' landscape buffer on the rear, west, and along the portion of the east property boundary that is abutting a residential zoning district.
- While a number of existing mature canopy trees will remain in the buffers, additional planting material is being proposed to enhance the buffer and provide more screening. The buffer enhancements to the North and East include a new Clusia hedge and new oak trees and palms to fill out the gaps in the existing buffers.
- The buffers along the ROWs feature similar enhancements. While all existing oaks will remain, smaller accent palms and Ficus beds will occupy the spaces in between each existing mature oak in the buffer. Additionally, a meandering cocoplum hedge will span the ROW buffers and tie into the Clusia hedge that wraps the West and North property boundaries.

Miscellaneous Requirements (Code 1994, § 30-463; Ord. No. 2013-01, § 3, 2-14-2013)

Surface Water Management (Sec. 34-1354)

The site plan design emphasizes responsible and effective surface water management, in full compliance with the requirements outlined in Section 34-1354 of the ordinance. The plan is designed to manage surface water to prevent flooding, erosion, and environmental degradation.

Traffic Circulation (Sec.34-1359)

- The development is designed to maximize the flow of on-site traffic circulation and to prevent traffic from stacking up on the adjacent public streets.
- The vehicular ingress and egress to the site is designed to prevent conflicts on adjacent streets. There are two entrances to the site, an ingress and egress on 10th Avenue N. and another on Florida Mango. The curb cut on 10th Avenue North is a 16' ROW with one lane for ingress and one lane for egress. The curb cut on Florida Mango Road is a 38' ROW with one lane for ingress and two lanes for egress.
- Required bicycle parking is one per 1,500 gross square feet. The Hotel provides ten bicycle parking spaces, the Chick-fil-A provides five bicycle parking spaces and the Chipotle provides five bicycle parking spaces.

Public Utilities, Easements, Covenants

The site plan complies with all necessary public utilities including water, sewer, and electrical services.

Concurrent Permitting requirements

The development team is actively coordinating with appropriate permitting agencies to secure all concurrent permits and will continue to work with village officials throughout the review process to confirm compliance with all requirements.

Signage (Article IV, Section 34-261 – Section 34-275)

Each tract within the development has its own monument signs proposed, which follow the signage requirements presented in the Palm Springs code. A breakdown of the signage regulations can be seen in the table below:

	Proposed Sign Setback	Maximum Sign Height	Maximum Sign Area
Tract 1	175'	10'	100 SF
Tract 2	18'	8'	120 SF
Tract 3	18'	8'	103 SF

The Master Sign Program provided in the application depicts the location, number, size, font, color, type, and style of signs, landscaping, and illumination of proposed signs. The signs comply with the Community Design Standards (Section 34-273) as follows:

- (a) The signs are compatible with the architectural elements and repeating features that are used on buildings throughout the development. The signs are in harmony with surrounding buildings and the adjacent commercial development.
- (b) The sign colors are consistent with the typical branding and design of the restaurants and are complementary to the colors of the development.
- (c) The sign lettering size is clear and easy to read and in scale with the buildings in which they are located.

Hours of Operation

Typical hours of operation in the Village of Palm Springs for commercial activities are 7:00 A.M. to 11:00 P.M. See variance requests below for Tract 1 and Tract 2. The proposed hours of operation align with typical industry standards for similar businesses and are intended to provide convenience to customers while respecting the character of the neighborhood and surrounding uses.

Security & Life Safety Plan

Security and life safety are important to the design and layout of the site. The security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

Landscaping Standards and Requirements (Code 1994, § 30-106)

The landscape plan complies with the landscaping standards and requirements outlined in Code 1994 § 30-106. The design of the landscape enhances the surrounding streetscape and contributes positively to the surrounding area. The plan includes native and drought-resistant plant species, irrigation systems, and compliance with any tree preservation requirements specified in the code. The development team is committed to maintaining the landscaping to the highest standards to ensure long-term quality, vitality, and attractiveness.

Special Exceptions (Code 1994, § 30-564; Ord. No. 2007-08, § 6, 4-26-2007; Ord. No. 2008-29, § 3, 12-11-2008; Ord. No. 2010-05, § 6, 4-8-2010; Ord. No. 2011-27, § 3, 12-8-2011; Ord. No. 2013-01, § 4, 2-14-2013; Ord. No. 2014-26, § 2, 11-13-2014; Ord. No. 2017-06, § 3, 5-11-2017; Ord. No. 2017-17, § 3, 7-27-2017; [Ord. No. 2019-12, § 2, 9-12-2019](#))

The Chick-fil-a (Tract 2) and Chipotle (Tract 3) Restaurants and the Everhome & Woodsprings Suites (Tract 1) Hotels are permitted as special exception uses within the CG commercial general land development district.

Special Exception for Chick-fil-A (Tract 2) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

- (1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.**

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1, B.2, and Objective G, Policy G.3. It supports the plan's goals of encouraging neighborhood and community type commercial areas that serve the needs of residents while maintaining the integrity of residential areas (B.1). The Chick-fil-A restaurant is compatible with other uses in the CG Commercial General district and will be a new food option in the neighborhood for residents (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along an arterial street (B.2). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio for commercial uses (G.3).

- (2) The proposed special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of this Code.**

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chick-fil-A restaurant/drive-through complies with all additional requirements for operations, traffic, setbacks, and signage.

- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.**

The proposed special exception is compatible with the character and use of the surrounding properties. The Chick-fil-A restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

The proposed Chick-fil-A restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chick-fil-A restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.**
- b. Does not adversely affect property values in adjacent areas.**
- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chick-fil-A restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Special Exception for Chipotle (Tract 3) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

- (1) **The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.**

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1 – B.4, and Objective G, Policy G.3 in that it is consistent with the uses established on the Future Land Use Map and serves the needs of residents while maintaining the integrity of natural areas. The Chipotle restaurant use is compatible with other types of development in the CG Commercial General district (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along arterial and collector streets (B2). The mix of commercial uses is consistent with the Future Land Use Map and utilizes setbacks and landscape buffers that meet and exceed code requirements to provide proper screening and separation of uses where adjacent to residential areas on the west property boundary (B.3, B.4). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio maximum requirement for commercial uses (G.3).

- (2) **The proposed special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of this Code.**

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chipotle restaurant/drive-through complies with all requirements for operations, traffic, setbacks, and signage.

- (3) **The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.**

The proposed special exception is compatible with the character and use of the surrounding properties. The restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

- (4) **The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

The proposed Chipotle restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

The anticipated number of customers and staff at the Chipotle restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.
- b. Does not adversely affect property values in adjacent areas.
- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The design of the Chipotle restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chipotle restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Variance Request Chick-fil-A – 6AM to 10PM hours of operation

Related Applications: *Resolution 2020-02*

Code Section: Sec 34-891

Required: 7 AM-11 PM

Request: 6 AM-10 PM

Details of Variance Request or Appeal: Extend business hours by one hour to open at 6AM, reducing previous variance approval for 24 hours of operation.

Chapter 34, Section 34-602 Variance Request

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

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

The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-through use. Typical operation hours for this franchise are from 6 A.M. to 10 P.M., and the approval of this variance request would allow the restaurant to operate during its typical franchise hours. Restaurants are considered an allowed use within the CG commercial general district, and the proposed use and hours of operation request are appropriate within the zoning district.

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

The special conditions and circumstances do not result from the actions of the applicant. The typical hours of operation for this franchise are regular across most Chick-fil-A locations, and the approval of the variance request would allow the restaurant to operate during its typical franchise hours.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.**

Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-through use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district.

- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chick-fil-A restaurant would not be able to operate its standard franchise hours without a variance.

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

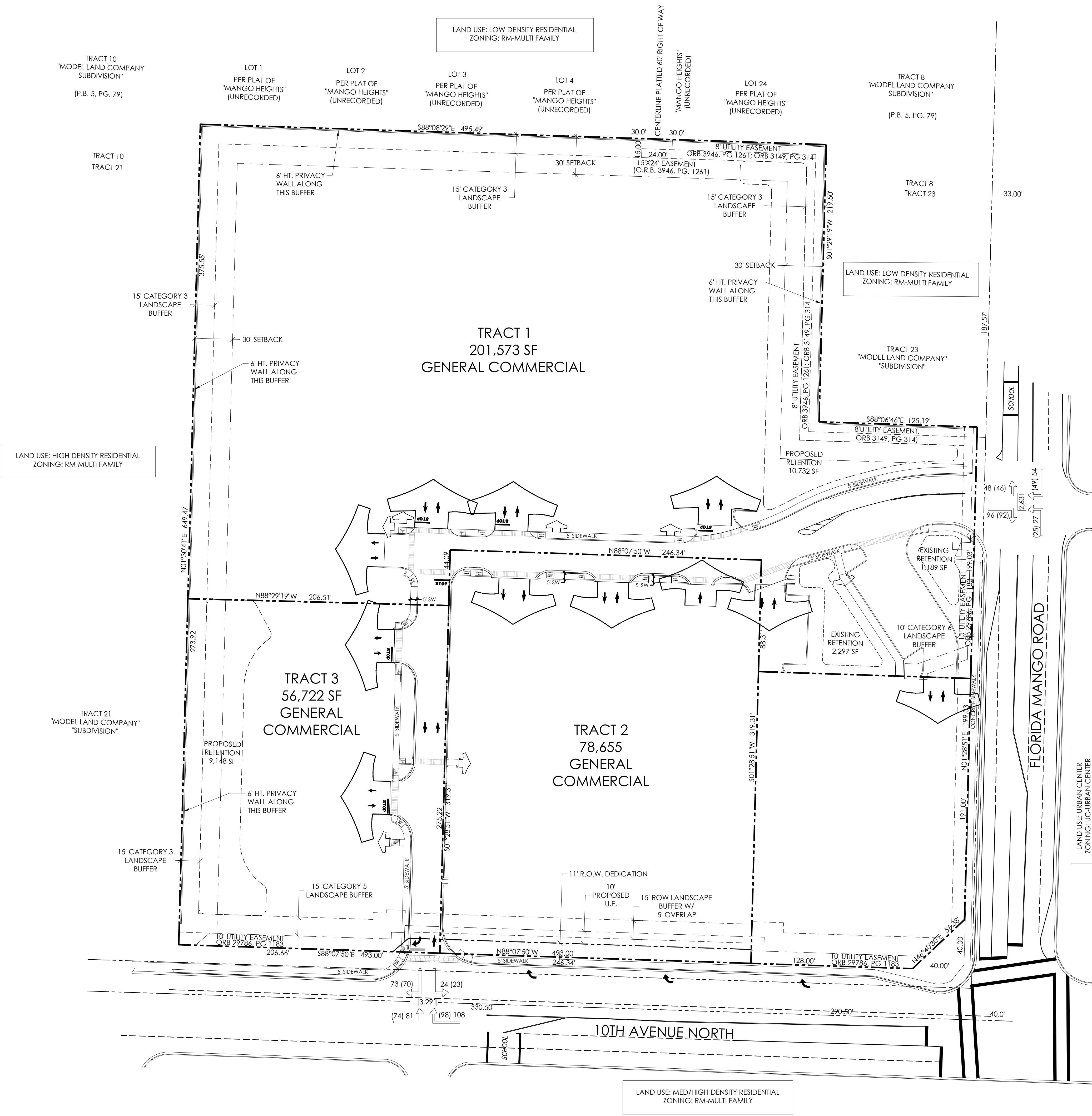
Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

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

Granting the variance will be in harmony with the general intent and purpose of this chapter. The intent and purpose of the CG commercial general district is to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. The Chick-fil-A will provide convenient food options to the neighborhood, the Village of Palm Springs, and surrounding areas. It is conveniently located at the intersection of Florida Mango Road and 10th Avenue N, which are classified as Urban Principal Arterials and Urban Minor Arterial roads, respectively. Commercial planned developments are allowed as a permitted use within the Commercial General District. The intent and purpose of commercial planned developments is to permit the development of projects consisting of residential, commercial, or industrial, or any combination of residential, industrial, and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic, and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project. The Commercial Planned Development district allows compatible commercial uses within the same development, that are in harmony with the character and development patterns of 10th Avenue N and Florida Mango Road. The proposed use and hours of operation will be in harmony with the intent and purpose of the Commercial General district and Commercial Planned Development district.

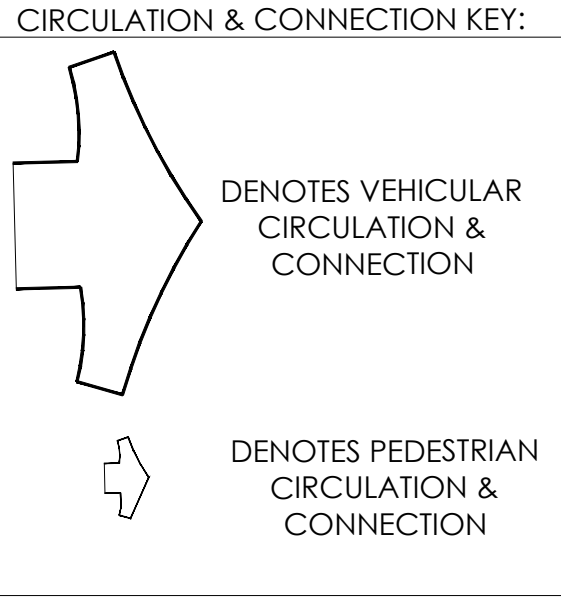
g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. If the variance is approved to allow the hours of operation, the Chick-fil-A restaurant will provide a convenient food option for breakfast. The proposed Chik-fil-A restaurant will be located at the intersection of an Urban Principal Arterial and Urban Minor Arterial roads and will have minimal impact on traffic patterns in the surrounding area. As stated, the hours of 6:00 A.M. are only one hour before the allowed operating hours in the Village (7:00 A.M. to 11:00 P.M.), and 6 AM is the typical opening time for most Chik-fil-A locations. In addition, security and life safety are important to the design and layout of the site. the security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.



SITE DATA	
ADDRESS	2625 10TH AVE. NORTH, PALM SPRINGS, FL. 2645 10TH AVE. NORTH, PALM SPRINGS, FL. 2665 10TH AVE. NORTH, PALM SPRINGS, FL.
PCN	70434420400010000, 70434420400020000, 70434420400030000
OWNER	10TH AVENUE PARTNERSHIP, LTD.
GROSS SITE AREA	7.74 AC. OR 336,950 SF
11' ROW DEDICATION	3,051 SF
NET SITE AREA	7.68 AC OR 333,899 SF
TOTAL BUILDING AREA	2.65 AC OR 115,546 SF
MAX FAR	0.50
PROPOSED FAR	0.35
TOTAL OPEN SPACE REQUIRED (20%)	1.54 AC OR 66,943 SF OF NET SITE AREA
TOTAL OPEN SPACE AREA PROVIDED	2.23 AC. OR 99,796 SF (TRACTS 1-3) 30% OF NET SITE AREA
TRACT 1 (EVERHOME SUITES & WOODSPRING SUITS): NET SITE AREA TOTAL OPEN SPACE REQUIRED TOTAL OPEN SPACE PROVIDED BUILDING SF FAR REQUIRED/PROVIDED PARKING PROVIDED BIKE SPOTS	4.63 AC. OR 201,573 SF 40,315 SF (20%) 56,607 SF (28%) 106,981 SF .53 REQUIRED: 236 / PROVIDED: 238 (10 ADA) PROVIDED: 10
TRACT 2 (CHICKFILA): NET SITE AREA 11' R.O.W. DEDICATION TOTAL OPEN SPACE REQUIRED TOTAL OPEN SPACE PROVIDED BUILDING SF FAR REQUIRED/PROVIDED PARKING REQUIRED/PROVIDED BIKE SPOTS	1.81 AC. OR 78,655 SF 2,710 SF 15,731 SF (20%) 19,314 SF (25%) 6,111 SF .07 REQUIRED: 30 / PROVIDED: 63 (4 ADA) REQUIRED: 4 / PROVIDED: 6
TRACT 3 (CHIPOTLE): NET SITE AREA 11' R.O.W. DEDICATION TOTAL OPEN SPACE REQUIRED TOTAL OPEN SPACE PROVIDED BUILDING SF FAR REQUIRED/PROVIDED PARKING REQUIRED/PROVIDED BIKE SPOTS	1.3 AC. OR 56,722 SF 341 SF 11,344 SF (20%) 23,873 SF (42%) 2,454 SF .04 REQUIRED: 18 / PROVIDED: 24 (2 ADA) REQUIRED: 2 / PROVIDED: 4

NOTES:
-Any existing or proposed utility box/cabinet shall be screened from view. The box/cabinet will be wrapped with a match design accordingly with the existing/proposed location.



insite studio

planning + landscape architecture

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Consultants:
Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

VILLAGE COLLECTION
OF PALM SPRINGS
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

NORTH

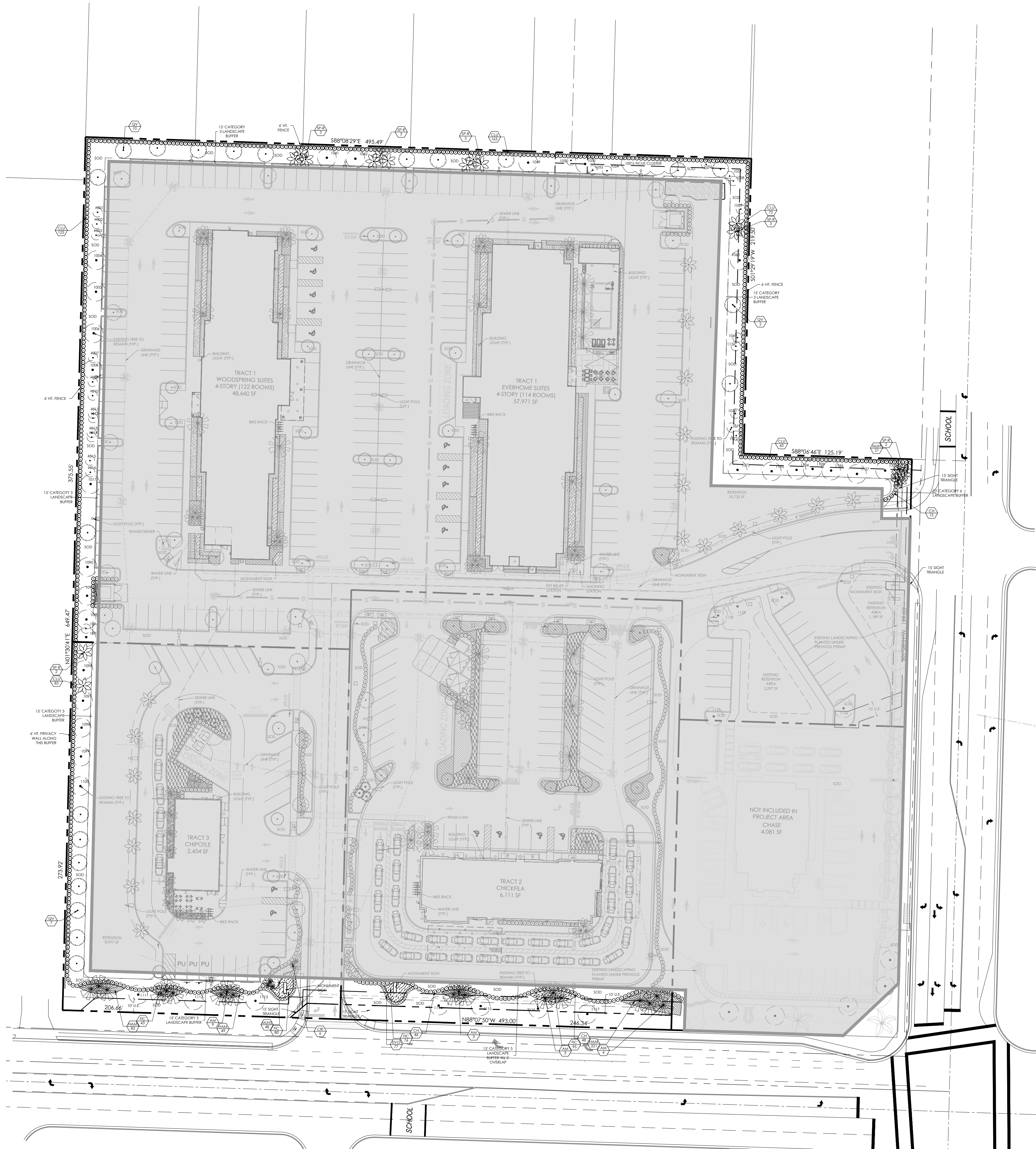
020'40'80'

SCALE: 1" = 40'-0"

Drawn By: JG
Drawing #: 1034
Date: 11/06/2023

MASTER PLAN

SHEET # MP.1



LANDSCAPE NOTES:

- ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
- ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
- ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
- ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
- IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
- ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
- CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.

EXISTING TREES AND PALMS NOTES:

- IF ANY EXISTING TREES OR PALMS IN THE BUFFER AREAS DIE OR ARE DIAGNOSED AS DISEASED THESE WILL BE REMOVED AND REPLACED WITH THE VILLAGE REQUIREMENT OF 1 TREE PER 20 LINEAR FEET.

PERIMETER TREE NOTES

- PERIMETER LANDSCAPING SHALL PROVIDE 1 TREE EVERY 20' ALL THE TIME.

PLANT SCHEDULE BUFFER

TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AM	19	Adonidia merillii	Christmas Palm	14-16' OA HT
QV*	21	Quercus virginiana	Southern Live Oak	12' HT X 5' SPR 2.5" CAL
SP-R*	16	Relocated Sabal palmetto	Cabbage Palmetto	RELOCATED FROM ONSITE

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CH*	150	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	48" HT X 36" SPR @ 36" O.C.
CLU	487	Clusia guttifera	Small Leaf Clusia	36" HT X 30" SPR @ 36" O.C.
CRI	3	Crinum augustum 'Queen Emma'	'Queen Emma' Crinum	36" HT X 36" SPR @ 48" O.C.

SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CAR	97	Carissa macrocarpa 'Emerald Blanket'	Emerald Blanket Carissa	12" HT X 12" SPR @ 12" O.C.
FIC *	294	Ficus microcarpa 'Green Island'	Green Island Ficus	12" HT X 12" SPR @ 18" O.C.
HAM*	405	Hamelia patens	Firebush	12" HT X 12" SPR @ 18" O.C.
MUH *	21	Muhlenbergia capillaris	Pink Muhly	18" HT X 18" SPR @ 24" O.C.
MUH2	48	Muhlenbergia capillaris 'White Cloud'	White Cloud Muhly Grass	18" HT X 18" SPR @ 24" O.C.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
EVO	204	Evalvulus glomeratus 'Blue Daze'	'Blue Daze'	12" HT X 12" SPR @ 12" O.C.

NOTES:
- ALL AREAS LABELS AS SOD TO BE ST. AUGUSTINE
* FLORIDA NATIVE

Consultants:

Revisions:

9/22/2023 - Intake
11/06/2023 - 1st Resubmittal

VILLAGE COLLECTION
OF PALM SPRINGS
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

LOCATION MAP



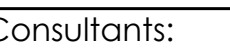
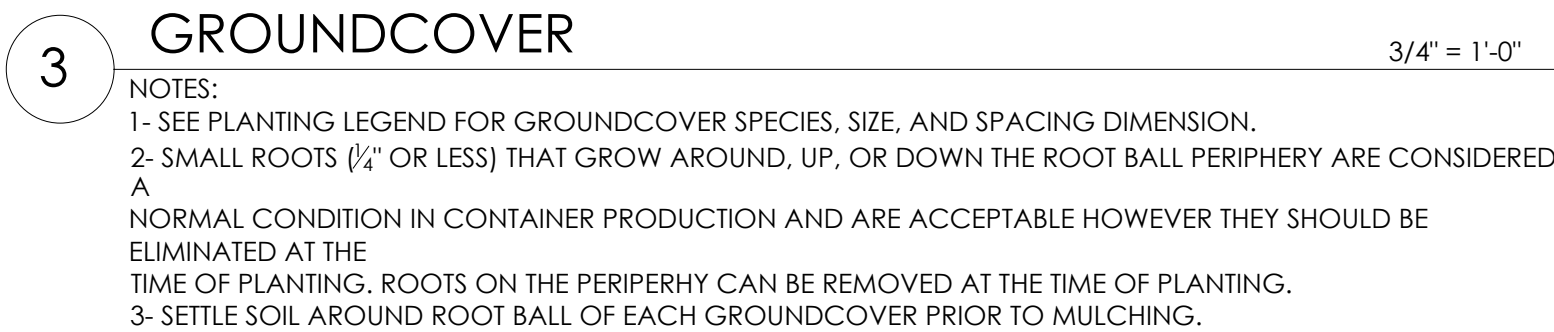
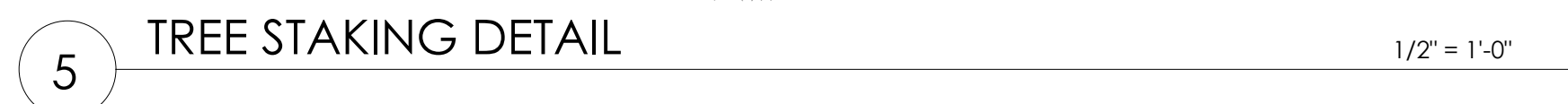
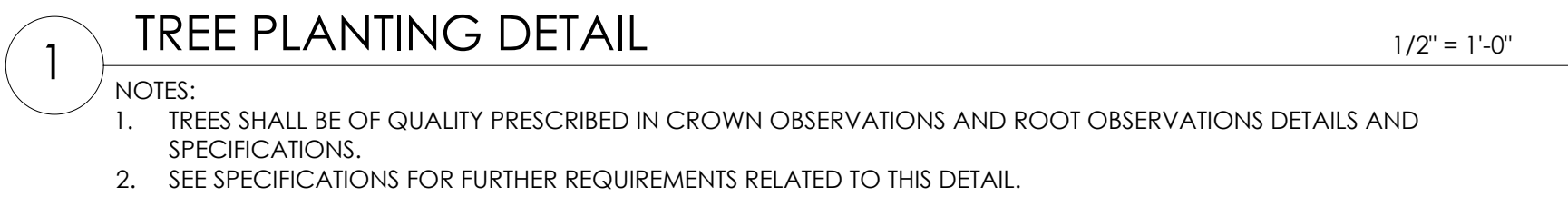
ALWAYS CALL 811 TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.

Sunshine811.com

Drawn By: JTG
Drawing #: 1034
Date: 09/22/2023

BUFFER AND ENTRANCE
MASTER LANDSCAPE PLAN

SHEET # LP.1



evisions:

9/22/2023 - Intake

1/06/2023 - 1st Resubmittal

**VILLAGE COLLECTION
OF PALM SPRINGS**
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

WAYS CALL 811 TWO FULL BUSINESS DAYS BEFORE YOU DIG TO HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.

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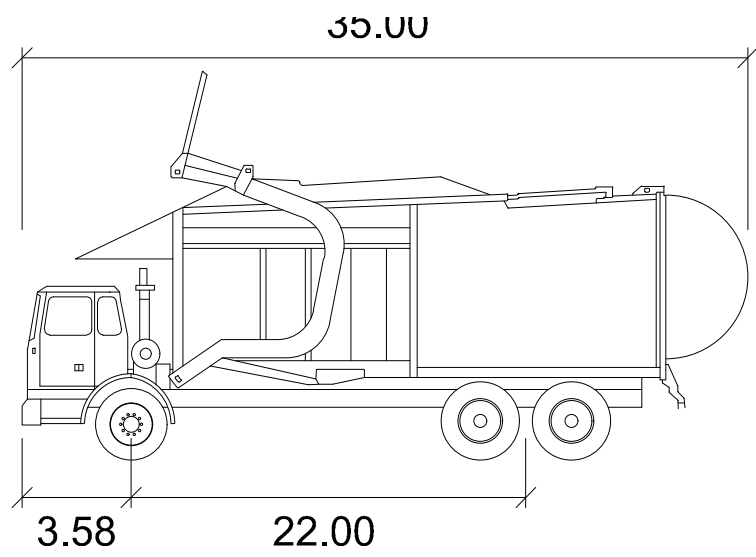
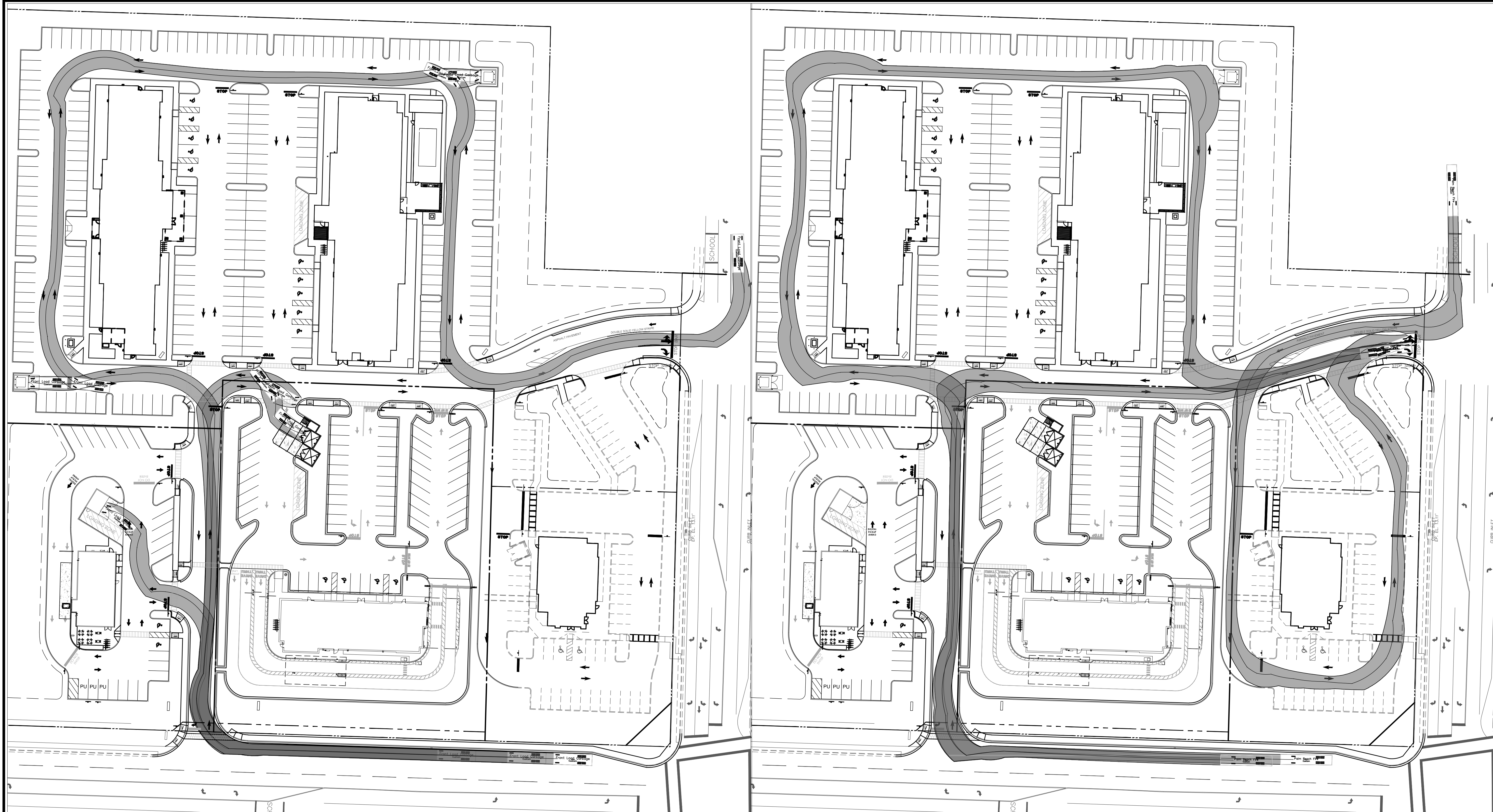
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Date: 09/22/2023

LANDSCAPE
DETAILS

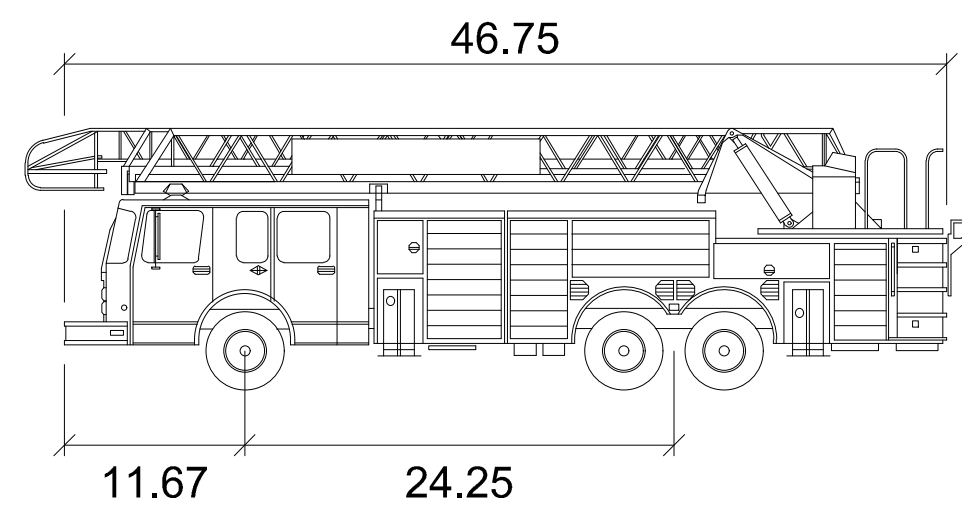
SHEET # LP.2

Printed on Thursday, November 02, 2023, 4:45 PM by Michael Lepeliedt



Front Load Garbage

	feet
Width	: 10.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 27.4



Palm Beach Fire

	feet
Width	: 9.00
Track	: 6.83
Lock to Lock Time	: 6.0
Steering Angle	: 45.0



CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1600 W. FLETCHER AVE
TAMPA, FL 33612
P: 813-379-4100
F: 813-379-4101

REVISIONS			
REV.	DATE	COMMENT	BY

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Brandon Ulmer, P.E. State of Florida,
Professional Engineer, License No. 58345
This item has been electronically signed
and sealed by Brandon Ulmer, P.E. on
11/2/23 using a SHA-1 authentication code.
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PROJECT No.:	FJ230012
DRAWN BY:	MJL
CHECKED BY:	BMU
CAD I.D.:	FJ230012-AUTOTURN

PROJECT:
**PRELIMINARY
CONSTRUCTION
PLANS**

FOR
**VILLAGE COLLECTION
OF PALM SPRINGS**

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA



840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

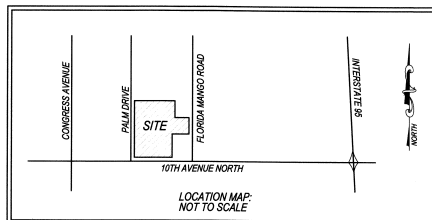
BRANDON ULMER
No. 68345
PROFESSIONAL ENGINEER
November 2, 2023
FLORIDA BUSINESS & PROFESSIONAL REGULATION BOARD
FLORIDA BUSINESS & PROFESSIONAL REGULATION BOARD No. 27528

SHEET TITLE:

SHEET NUMBER:

ELEVATIONS BASED ON NAVD '88

20200215768



TENTH AVENUE REPLAT

A REPLAT OF LOT 1, TENTH AVENUE PLAT
PLAT BOOK 126, PAGES 82 AND 83,
PALM BEACH COUNTY, FLORIDA,
LYING IN SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST.
SITUATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA



STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT
2:04 PM, THIS 23rd DAY OF
JUNE 2020, AND ONLY
RECORDED IN PLAT BOOK NO. 136-737/130
ON PAGE 136-737/130
SHARON R. BROWN
CLERK & DEPUTY CLERK
PALM BEACH COUNTY
BY: *[Signature]*
DEPUTY CLERK

DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS
THAT 10TH AVENUE PARTNERSHIP LTD., A FLORIDA LIMITED PARTNERSHIP, OWNER OF THE LAND SHOWN HEREON AS A REPLAT OF LOT 1,
TENTH AVENUE PLAT, PLAT BOOK 126, PAGES 82 AND 83, PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 20, TOWNSHIP 44 SOUTH,
RANGE 43 EAST, SITUATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

LOT 1, TENTH AVENUE PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGES 82 AND 83 OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACTS 1, 2 AND 3, AS SHOWN HEREON ARE HEREBY RESERVED BY 10TH AVENUE PARTNERSHIP LLC, ITS SUCCESSORS AND/OR
ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS. SAID TRACTS SHALL BE
THE PERPETUAL MAINTENANCE OBLIGATION OF 10TH AVENUE PARTNERSHIP LTD, ITS SUCCESSORS AND ASSIGNS WITHOUT RECOURSE
TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

2. THE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO PUBLIC STREETS, AS SHOWN HEREON, ARE NON-EXCLUSIVE
EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR,
EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO POTABLE WATER PIPELINES,
RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES,
CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT
INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES
THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. IF OTHERWISE APPROVED BY PALM BEACH
COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS
WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF 10TH AVENUE PARTNERSHIP LTD, A FLORIDA LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE
SIGNED BY JOHN J. HOECKER, AS MANAGER OF ITS GENERAL PARTNER 10TH AVENUE GP, LLC, THIS 13 DAY OF
MARCH 2020.

10TH AVENUE PARTNERSHIP LTD, A FLORIDA LIMITED PARTNERSHIP

BY: *[Signature]*
JOHN J. HOECKER, MANAGER
10TH AVENUE PARTNERSHIP LTD, A FLORIDA LIMITED PARTNERSHIP

WITNESS: *[Signature]*

PRINT NAME: *[Signature]*

WITNESS: *[Signature]*

PRINT NAME: *[Signature]*

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOHN J. HOECKER WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED
AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF 10TH AVENUE GP, LLC, GENERAL PARTNER OF 10TH
AVENUE PARTNERSHIP LTD, AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID
ENTITY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE OFFICIAL SEAL (IF AVAILABLE) OF SAID LIMITED PARTNERSHIP
AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY ME AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND
DEED OF SAID LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL THIS 15th DAY OF March, 2020.

NOTARY PUBLIC: *[Signature]*
PRINT NAME: *[Signature]*

MY COMMISSION EXPIRES: 9-2-2023

COMMISSION NUMBER: 66330556

SEAL



MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES
HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND
AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 27926, PAGE 1198, PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGING DIRECTOR AND ITS
CORPORATE SEAL (IF AVAILABLE) TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 16 DAY
OF MARCH 2020.

FIRST REPUBLIC BANK
BY: *[Signature]*
JESS B. HEANEY, REGIONAL MANAGING DIRECTOR

WITNESS: *[Signature]*

PRINT NAME: *[Signature]*

WITNESS: *[Signature]*

PRINT NAME: *[Signature]*

VILLAGE OF PALM SPRINGS APPROVAL

VILLAGE OF PALM SPRINGS

COUNTY OF PALM BEACH

THIS PLAT WAS APPROVED FOR RECORD, THIS 14th DAY OF May, 2020.

BY: *[Signature]*
BRYAN L. WYNN, VILLAGE CLERK

TITLE CERTIFICATION

I, PAUL A. KRASKER, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED TITLE TO
THE HEREON DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN 10TH AVENUE PARTNERSHIP LTD, A
FLORIDA LIMITED PARTNERSHIP, THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT ALL PALM BEACH COUNTY SPECIAL
ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED, THAT ALL MORTGAGES NOT SATISFIED OR
RELEASED OF RECORD NOT OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON AND THAT THERE ARE ENCUMBRANCES OF RECORD
BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: 3/13/2020

[Signature]
BY: PAUL A. KRASKER
FLORIDA BAR NO. 083115

SURVEYOR'S NOTES:

1. ALL BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF FLORIDA MANGO ROAD, SAID LINE BEING
MONUMENTED AND HAVING AN ASSUMED BEARING OF N 01°29'15"E. ROTATE PLAT BEARINGS 0°10'10" COUNTER
CLOCKWISE TO GRID BEARINGS.
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN.
GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR
SCALE FACTOR = 1.00044176219
3. COORDINATES SHOWN HEREON ARE GRID COORDINATES, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT,
FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, GEODETIC CONTROL, AS ESTABLISHED AND ADOPTED BY
THE PALM BEACH COUNTY SURVEY SECTION.
4. THE BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS ZONING
REGULATIONS.
5. 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 PALM BEACH COUNTY.
6. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE CONCIDE, DRAINAGE
EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS
SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR
PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
7. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT
WITHOUT PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS
OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
8. THIS INSTRUMENT WAS PREPARED BY CRAIG D. WATSON, P.S.M. 9647 IN THE OFFICE OF WATSON | KILLANE
SURVEYING AND MAPPING, INC. 2240 NORTHEAST DIXIE HIGHWAY, JENSEN BEACH, FLORIDA 34957

REVIEWING SURVEYOR AND MAPPERS CERTIFICATE

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.06(1)(f) F.S., TO DETERMINE THAT ALL
DATA REQUIRED BY CHAPTER 177 F.S. IS SHOWN, WHILE RANDOM CHECKS OF THE GEOMETRIC DATA
REFLECTS ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA IS MADE.

DATE: 3/19/2020

[Signature]
BY: JOHN J. ROSE, P.S.M.
FLORIDA LICENSE NO. 13 4506

SURVEYOR AND MAPPER CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY
MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF
MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") AND MONUMENTS
ACCORDING TO SECTION 177.06(1)(b), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE
SURVEY DATA COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND
THE ORDINANCES OF VILLAGE OF PALM SPRINGS.

DATE: 2/20/2020

[Signature]
BY: CRAIG D. WATSON, P.S.M.
FLORIDA LICENSE NO. 9647

SHEET 1 OF 2

WATSON | KILLANE
SURVEYING AND MAPPING, INC.
2240 NE DIXIE HIGHWAY - JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868 - EMAIL: WATSONKILLANE@GMAIL.COM
LICENSED BUSINESS NO. 8241



1 OF 1

TRAFFIC IMPACT ANALYSIS

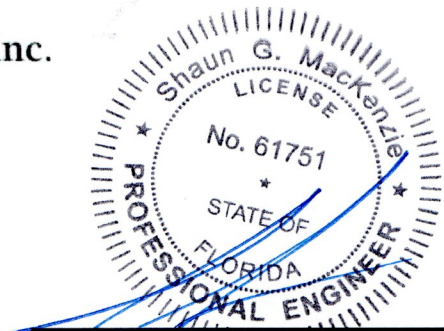
Village Collection of Palm Springs Palm Springs, FL

Prepared for:
10th Avenue Partnership LTD.
Palm Springs, Florida

Prepared by:


Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030

205002
September 2023
© MacKenzie Engineering and Planning, Inc.
CA 29013



Shaun G. MacKenzie P.E.
PE Number 61751

9/22/23

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

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Exhibit 1A – 1E. Trip Generation and Internal Capture
Exhibits 2A & 2B. Test I Part II – AM Peak Hour
Exhibits 3A & 3B. Test I Part II – PM Peak Hour
Exhibit 4. Test 2
Exhibits 5-12. Intersection Development Worksheets – Critical Sum Analysis
Exhibit 13. HCS7 Intersection Analysis (DW 2 & Florida Mango Road)

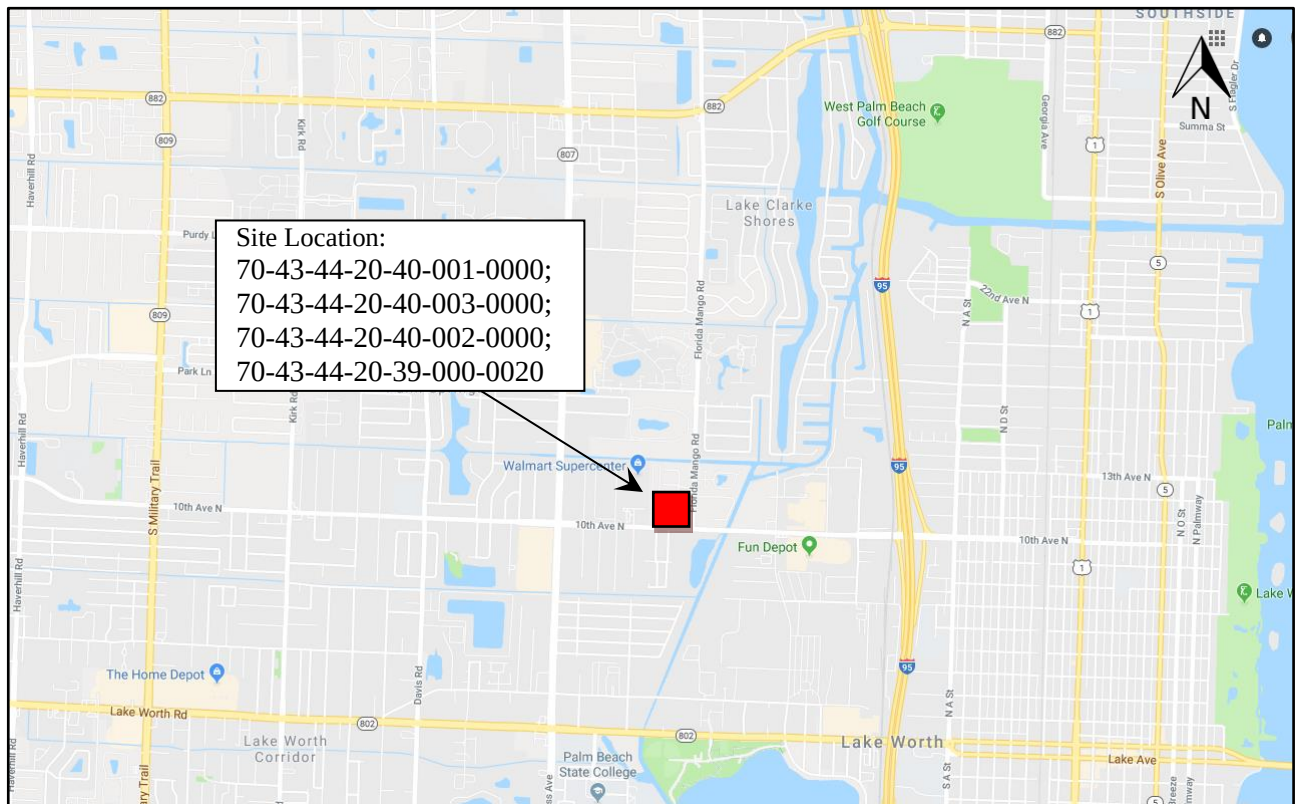
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Appendix A. Palm Beach Trip Generation Rates
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Appendix C. Committed Intersection Traffic Volumes
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Appendix E. FDOT Online Counts – Station 93-0170
Appendix F. Site Plan

INTRODUCTION

MacKenzie Engineering and Planning, Inc. (MEP) was hired to conduct a traffic study to assess the effects on traffic caused by a proposed development located on the northwest corner of 10th Avenue and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). A buildout year of 2028 was analyzed for the proposed project. The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel. Figure 1 illustrates the site location.

Figure 1. Site Location



TRIP GENERATION

The study uses Palm Beach County trip generation rates and equations for General Office (ITE Land Use 710), Fast Food Restaurant with Drive-Through Window (ITE Land Use 934), Drive-In Bank (Land Use 912) and Hotel (ITE Land Use 310).

Existing Uses

The existing project includes the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 86,272 SF General Office (ITE Land Use 710)

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

Proposed Uses

The proposed project will develop the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 8,595 SF Fast Food Restaurant w/DT (ITE Land Use 934)
- 236 Rooms Hotel (ITE Land Use 310)

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

Net Change

The change of net new external trips:

- 2,689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4,641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

Trip Generation calculations are detailed in Exhibit 1A.

Internal Capture

The approved AM and PM peak hour internal capture is conservatively estimated at 2.3 and 4.8 percent, respectively. The proposed internal capture is estimated at 4.1 and 6.3 percent for AM and PM peak hour conditions, respectively.

This is a conservation rate given the potential interaction between the diverse uses on the site. Internal capture calculations are detailed in Exhibits 1B – 1E.

Pass-by Trip Capture

The proposed pass-by capture is in accordance with the Palm Beach County pass-by rates for the respective land uses, as shown in Table 2.

Table 1. Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing Site Traffic									
Drive-In Bank General Office (10-250ksf) Subtotal	4.081	1000 SF	410	41	24	17	86	43	43
	86.272	1000 SF	935	131	115	16	124	21	103
			1,345	172	139	33	210	64	146
PM/ AM DAILY									
<u>Internal Capture</u> Drive-In Bank General Office (10-250ksf) Subtotal	4.9%	5.8%	24	2	1	1	5	4	1
	1.5%	4.0%	38	2	1	1	5	1	4
	2.3%	4.8%	62	4	2	2	10	5	5
<u>Pass-By Traffic</u> Drive-In Bank General Office (10-250ksf) Subtotal	47.0%		181	18	11	7	38	18	20
	10.0%		90	13	11	2	12	2	10
			271	31	22	9	50	20	30
NET APPROVED TRIPS			1,012	137	115	22	150	39	111
Total Approved Driveway Volumes			1,283	168	137	31	200	59	141
Proposed Site Traffic									
Drive-In Bank Fast Food Restaurant w/ DT Hotel Subtotal	4.081	1000 SF	410	41	24	17	86	43	43
	8.595	1000 SF	4,018	383	195	188	284	148	136
	236	Rooms	1,886	109	61	48	139	71	68
PM/ AM DAILY									
<u>Internal Capture</u> Drive-In Bank Fast Food Restaurant w/ DT Hotel Subtotal	4.9%	7.0%	29	2	1	1	6	3	3
	2.9%	4.9%	198	11	5	6	14	7	7
	8.3%	8.6%	163	9	5	4	12	6	6
<u>Pass-By Traffic</u> Drive-In Bank Fast Food Restaurant w/ DT Hotel Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
	47.0%		179	18	11	7	38	19	19
	49.0%		1,872	182	93	89	132	69	63
	10.0%		172	10	6	4	13	70	6
			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			3,701	301	159	142	294	88	143
Total Proposed Driveway Volumes			5,924	511	269	242	477	246	231
NET CHANGE IN EXTERNAL TRIPS			2,689	164	44	120	144	49	32
NET CHANGE IN DRIVEWAY VOLUMES			4,641	343	132	211	277	187	90

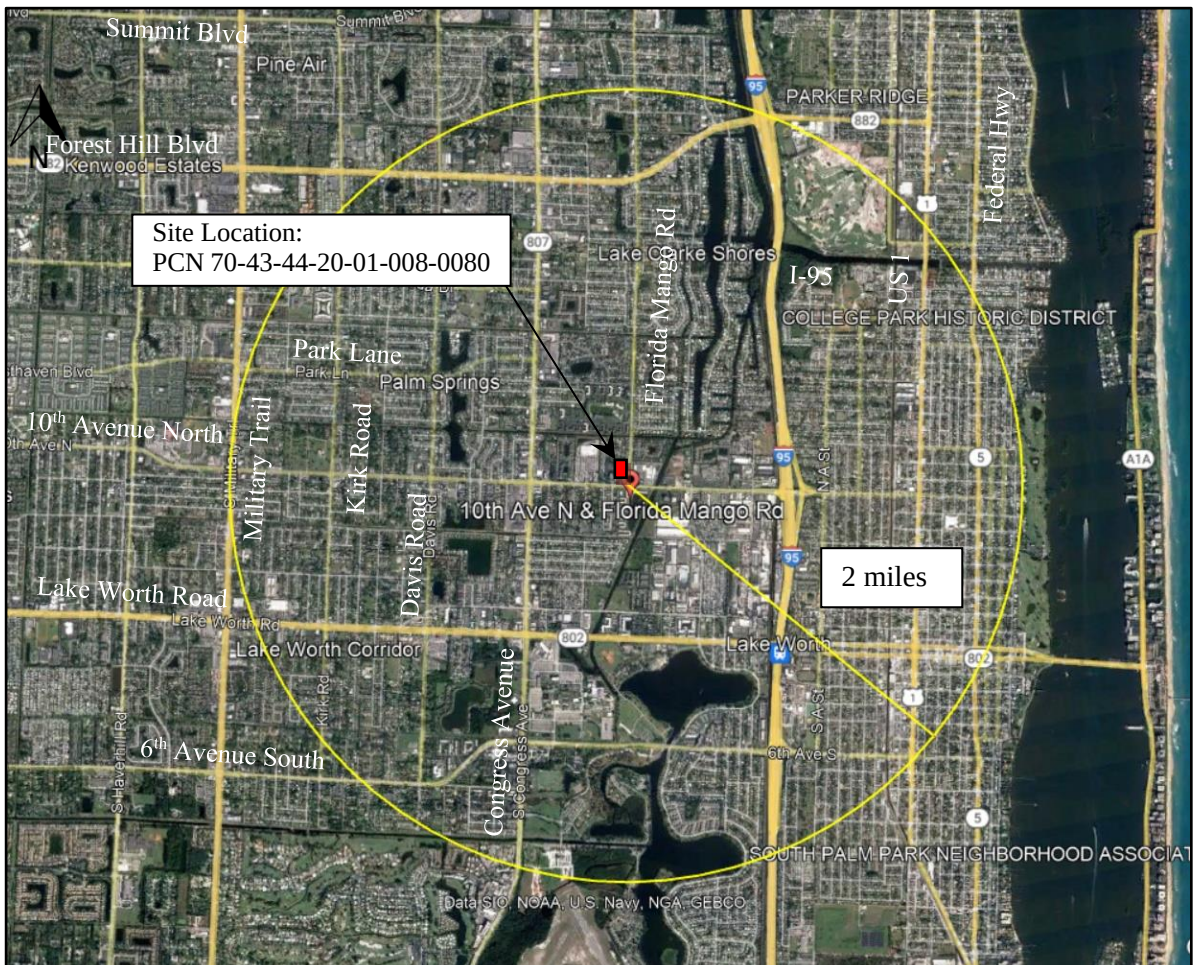
Table 2. Palm Beach County Trip Generation Rates

Note: Trip generation was calculated using the following data:								
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour		PM Peak Hour	
					in/out	Rate	in/out	Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

Radius of Impact

Based on Table 12.B.2.D-7 3A of Article 12 of the Palm Beach County Unified Land Development Code, for a peak hour trip generation of 164 AM peak hour and 144 PM peak hour trips, the radius of development influence shall be two miles for the AM and PM peak hours. Figure 2 displays the radius of development influence.

Figure 2. Radius of Development Influence



TRAFFIC DISTRIBUTION

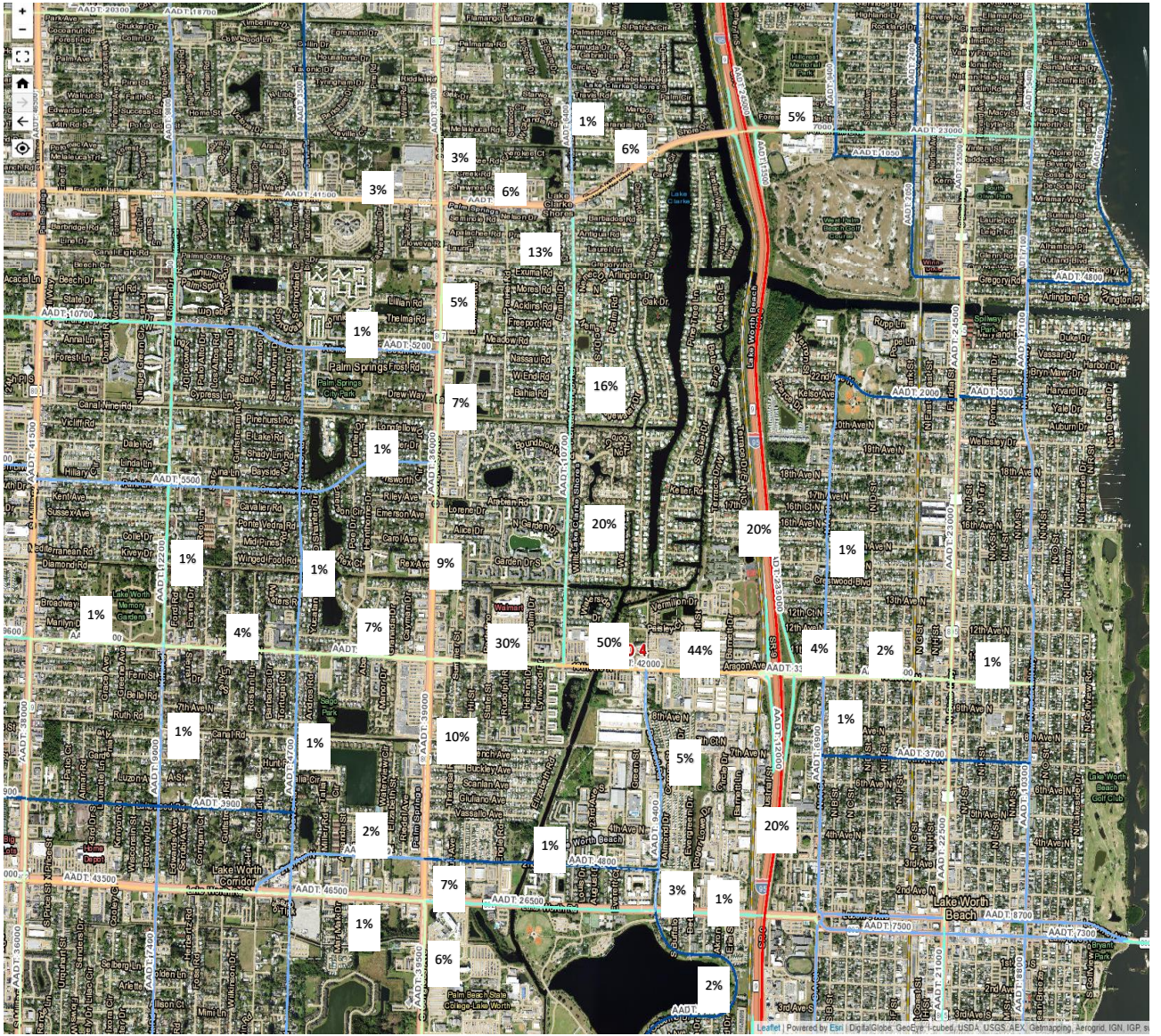
Traffic distribution and assignment was determined using engineering judgment, trip lengths, and a review of the roadway network in a process similar to the FSUTMS gravity model. The overall distribution is summarized by general directions and is depicted below:

NORTH	-	20 percent
EAST	-	50 percent
WEST	-	30 percent

TRAFFIC ASSIGNMENT

The distributed external trips for the project were assigned to the roadway network within the radius of influence based on the distribution. The traffic assignment is illustrated in Figure 3.

Figure 3. Traffic Assignment



Committed Projects

The Palm Beach County Traffic Division developed a database containing anticipated traffic volumes associated with committed development projects in the area. These volumes were obtained, and their impacts were added to the roadway links and intersections within the study area.

The TPS database contains committed roadway volumes for 10th Avenue North from I-95 to Congress Boulevard and Florida Mango Road from 10th Avenue North to Forest Hill Boulevard. The TPS database also contains committed intersection volumes for the intersections of 10th Avenue North and Florida Mango Road, 10th Avenue and Congress Boulevard and Florida Mango Rd and Forest Hill Boulevard.

Therefore, individual project information was generated based on the committed link, committed intersection and committed project information.

Historical Growth

According to the requirements of the TPS Article 12 Chapter C.1.C.4.b., the existing traffic volumes were adjusted using factors determined by a review of the historic traffic count data published by FDOT. The study uses a 0.5 percent growth rate as shown in Table 3.

Table 3. Growth Rate Calculation

Road	From	To	Sta ID	2018	2019	2020	2021	2022		Growth Rate
Congress Ave.	10th	Lake Worth Rd	930490	46,500	45,500		45,000	39,000		0.4%
10th Ave North	Congress Ave	I-95	930170	31,996	31,960	32,520	32,274	31,629		0.1%
Weighted Average										0.3%
Growth Rate Used										0.50%

ASSURED AND PROGRAMMED CONSTRUCTION

A review was conducted of the Five-Year Plans of Palm Beach County and FDOT, as well as those improvements committed by the developers of projects in the area. No improvements were identified.

TEST ONE - PART I (INTERSECTION ANALYSIS)

According to the County's TPS Section 2.A.1, Part I of Test One requires an analysis of the major intersection(s) nearest to each link that is directly assessed and significantly impacted by the proposed project.

Intersections on Project Accessed Links

The project directly accesses and significantly impacts 10th Avenue North from Congress Avenue to Project Site, from Project Site to Florida Mango Road, from Florida Mango Road to Boutwell Road and from Boutwell Road to I-95. Also, there is a significant impact on Florida Mango Road from Forest Hill Boulevard to Project Site and from Project Site to 10th Avenue North.

The intersections within the study area were evaluated in 2028 total (existing traffic plus background plus project) traffic conditions. This study analyzes the impacts to the following intersections for the AM and PM peak hours:

- 10th Avenue North and Congress Avenue – AM & PM peak hour
- 10th Avenue North and Florida Mango Rd – AM & PM peak hour
- Florida Mango Rd and Forest Hill Boulevard – AM & PM peak hour

The intersections were analyzed using the Critical Sum planning methodology as outlined in the 1985 Highway Capacity Manual (HCM).

10th Avenue North and Florida Mango Rd

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 5B and 6B.

10th Avenue North and Congress Avenue

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour for the AM peak hour as shown Table 4 and detailed in Exhibits 7B. For the PM peak hour, the following background improvement is necessary for the intersection to operate acceptedly (Table 4 and Exhibit 8B):

- Add a southbound left lane.

Florida Mango Rd and Forest Hill Boulevard

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 9B and 10B.

Table 4. Critical Sum Analysis

<u>Intersection</u>	<u>Background</u>	<u>Background with Improvements (Pre-Development)</u>	<u>Total (with Bckgrnd Improve)</u>
<u>AM Peak Hour</u>			
10th Avenue North and Florida Mango Road	-	-	903
10th Avenue North and Congress Boulevard	-	-	1,266
Forest Hill Boulevard and Florida Mango Road	-	-	1,325
<u>PM Peak Hour</u>			
10th Avenue North and Florida Mango Road	-	-	1,282
10th Avenue North and Congress Boulevard	1,441	1,373	1,376
Forest Hill Boulevard and Florida Mango Road	-	-	1,387

Total Traffic Analysis with Improvements

Project site traffic was added to the background traffic with the PM Peak Hour Background Needed Improvements for the 10th Avenue & Congress Boulevard intersection. The critical sum analysis shows that the intersections are projected to operate acceptably with background improvements.

Test One – Part I is satisfied.

TEST ONE - PART II (LINK EVALUATION)

According to the County's TPS, Part II of Test One requires a one-way peak hour link performance standard evaluation for each significant link considering its total one-way peak hour traffic volume and the roadway laneage to be in place by the end of the project buildout in 2028. Significant links are road segments impacted by project traffic that equals or exceeds one percent of a roadway's service volume.

Total Peak Hour

The project related traffic and total traffic for the AM and PM peak hours for one-way peak hour conditions are shown in Exhibits 2A and 3A, respectively. Based on the County's TPS, the following links are considered significantly impacted (project traffic consumes more than one percent of the roadway's service volume) by the project during the AM and PM peak hour.

AM Peak Hour

Florida Mango Road

- Northbound/Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Congress to Project Site
- Westbound – Project Site to Florida Mango Road
- Eastbound/Westbound – Florida Mango to Boutwell Road
- Eastbound/Westbound – Boutwell Road and I-95

PM Peak Hour

Florida Mango Road

- Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Project Site to Florida Mango Road
- Westbound – Florida Mango to Boutwell Road
- Westbound – Boutwell Road and I-95

For the segments that are significant a link volume analysis was undertaken to check if the standards for Test 1 are satisfied. Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Congress Avenue to Florida Mango Road,
- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,
- A 6-laning improvement on 10th Avenue from Boutwell Road to I-95.

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably.

Test One – Part II is satisfied.

TEST TWO – PART I (LINK EVALUATION)

Based on the requirements of Palm Beach County's TPS, an analysis was undertaken for all the roadway links included in the Palm Beach County Thoroughfare Map within the maximum radius of development influence to determine the Test Two significantly impacted links. Per Palm Beach County standards, all the roadway links on which the project traffic impact is greater than 3% of the LOS-E service volume are considered significantly impacted by the project traffic.

Total Peak Hour

A Test Two one-way peak hour link performance standard evaluation was undertaken for all thoroughfare links within the project study area. The analysis was performed considering the peak hour background traffic volume and the peak hour project traffic volume to be in place in 2028. Based on the analysis, the following segments are significantly impacted as shown in Exhibit 4A.

AM Peak Hour

Florida Mango Road

- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Eastbound – Florida Mango to Boutwell Road

Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably as shown in Exhibit 4B.

Test Two – Part I is satisfied.

ACCESS

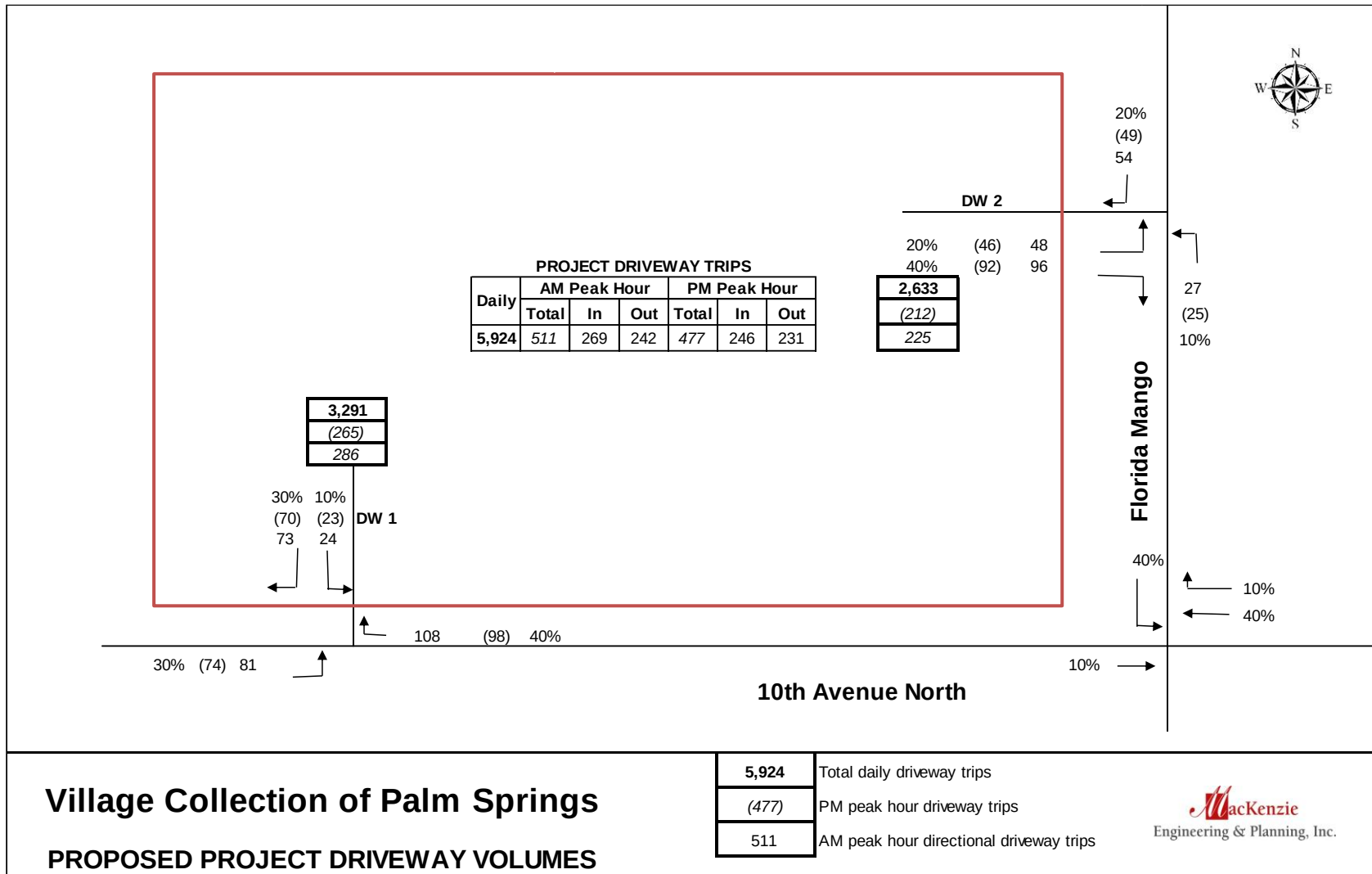
Driveways

The project site has the following existing driveways:

- 10th Avenue North – Driveway 1 – Full Opening
- Florida Mango Road – Driveway 2 – Full Opening

Figure 4 presents the anticipated driveway volumes.

Figure 4. Driveway Volumes



Turn Lanes

Driveway 1 – 10th Avenue North

Ingress Right Turn Lane

A right-turn lane at this location is required because the projected right-turn volume of 108 vehicles does satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

- a) The adjacent street roadway AADT exceeds 10,000 (29,500); and (Met)
- b) Driveway volume exceeds 1,000 vehicles per day (3,291); and (Met)
- c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (108). (Met)

Ingress Left Turn Lane

A left-turn lane at this location is required because the projected left-turn volume of 81 vehicles does satisfy criteria identified within 300 Driveways and Other Turnouts Section 6A.

PBC Code 300 Driveways and Other Turnouts Section 6A. Requirements for a left-turn lane:

- a) Left turn ingress volumes exceed 30 vehicles per hour per peak hour (81). (Met)

Based on Palm Beach County Code, a left-turn lane into the site is required or needed.

A left-turn lane into the entrance exists.

Driveway 2 – Florida Mango Road

Ingress Right Turn Lane

A right-turn lane at this location is not required because the projected right-turn volume of 54 vehicles does not satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

- a) The adjacent street roadway AADT exceeds 10,000 (10,700); and (Met)
- b) Driveway volume exceeds 1,000 vehicles per day (2,633); and (Met)
- c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (54). (Not met)

Ingress Left Turn Lane

A left-turn lane into the entrance exists.

MEP evaluated the Florida Mango Road & Driveway 2 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0). The intersection is projected to operate acceptably.

CONCLUSION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

EXHIBITS

EXHIBIT 1A									
Village Collection of Palm Springs									
Trip Generation									
Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
Internal Capture									
Drive-In Bank	AM 4.9%	PM/ DAILY 5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			1,012	137	115	22	150	39	111
Total Approved Driveway Volumes			1,283	168	137	31	200	59	141
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
Internal Capture									
Drive-In Bank	AM 4.9%	PM/ DAILY 7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			3,701	301	159	142	294	88	143
Total Proposed Driveway Volumes			5,924	511	269	242	477	246	231
NET CHANGE IN EXTERNAL TRIPS			2,689	164	44	120	144	49	32
NET CHANGE IN DRIVEWAY VOLUMES			4,641	343	132	211	277	187	90
Note: Trip generation was calculated using the following data:									
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour		PM Peak Hour		
					in/out	Rate	in/out	Equation	
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59	
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01	
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44	
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03	

EXHIBIT 1B

Analysis Period: PM____, Midday____, AM_X_. Project Number: 205002 Task Number: _____
Analyst: MEP Project Name: Village Collection of Palm Springs
Date: 9/22/2023 Scenario: AM Peak Hour - Existing

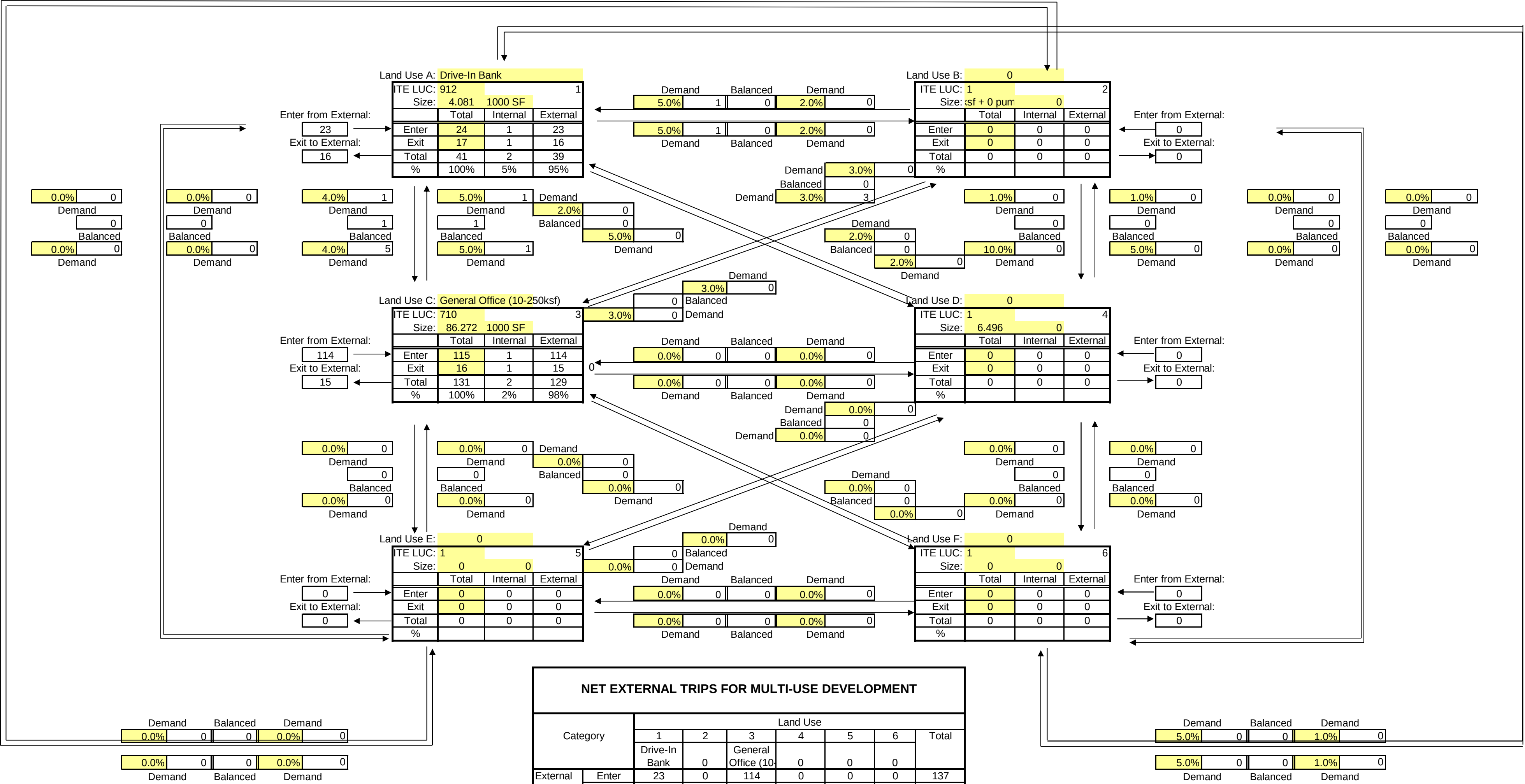


EXHIBIT 1C

Analysis Period: PM X, AM.

Analyst: MEP

Date: 9/22/2023

Project Number: 205002

Task Number:

Project Name: Village Collection of Palm Springs

Scenario: PM Peak Hour -Existing

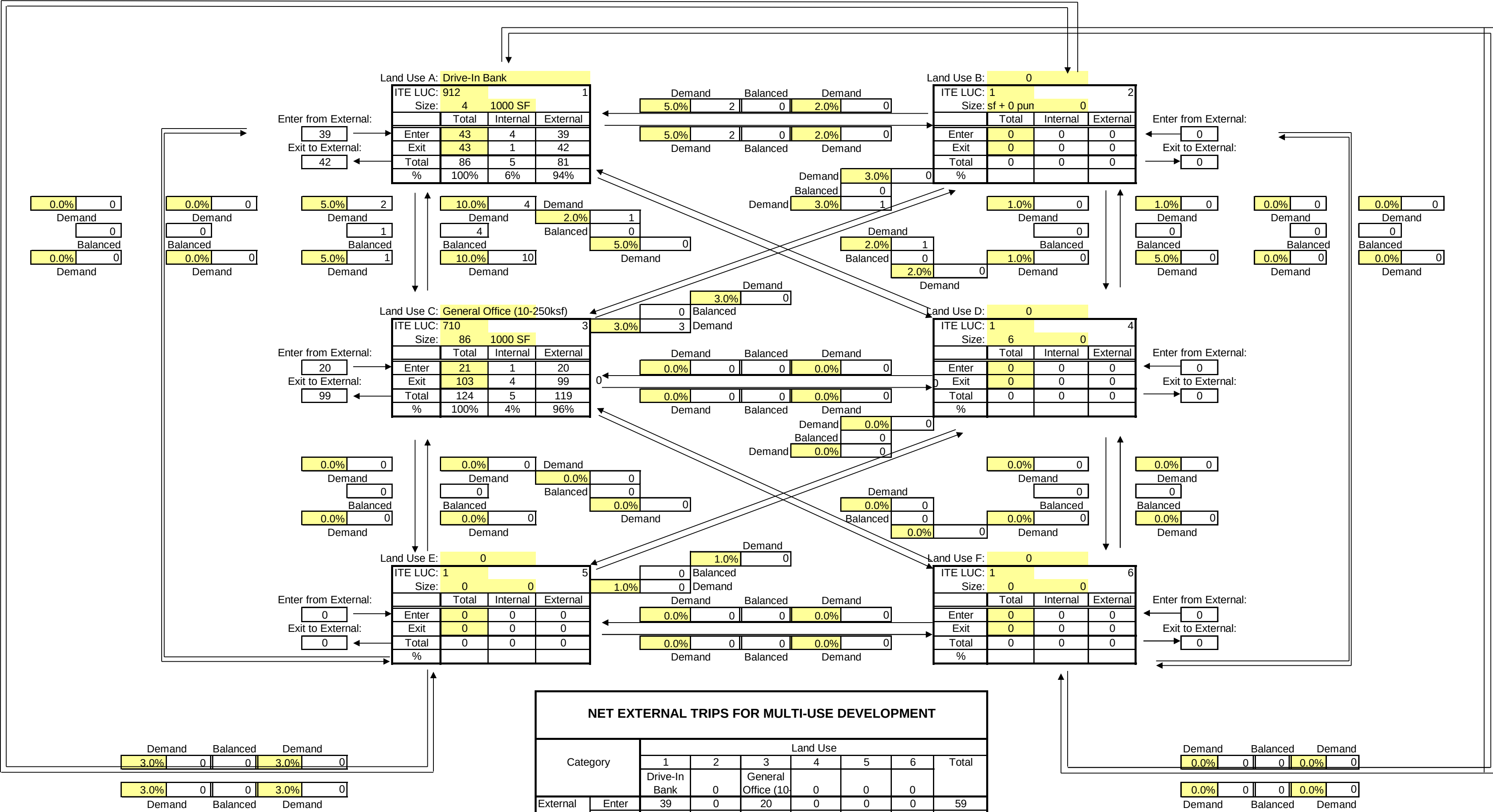


EXHIBIT 1D

Analysis Period: PM____, Midday____, AM X . Project Number: 205002 Task Number: _____
Analyst: MEP Project Name: Village Collection of Palm Springs
Date: 9/22/2023 Scenario: AM Peak Hour - Proposed

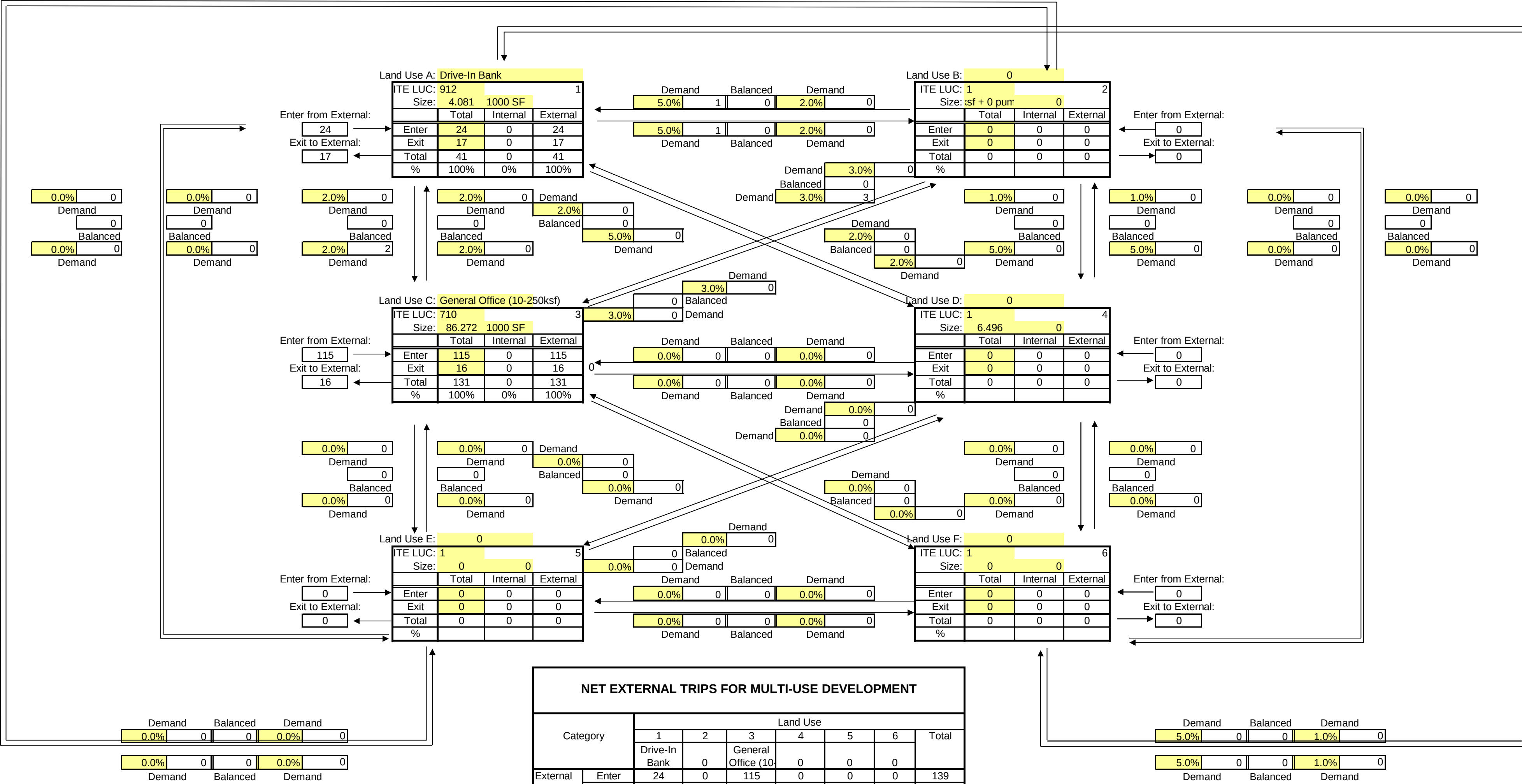


EXHIBIT 1E

Analysis Period: PM_X, AM.

Analyst: MEP

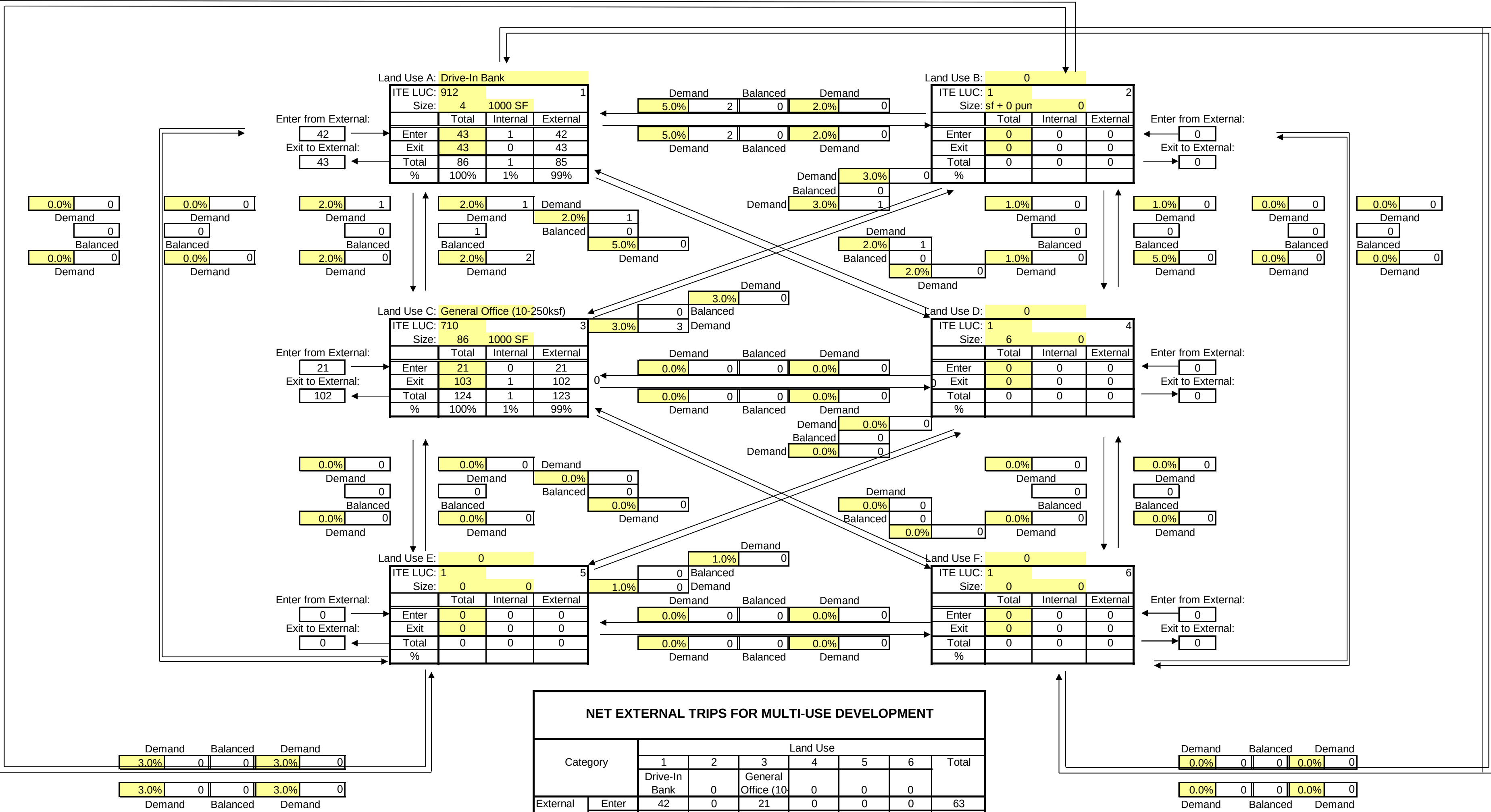
Date: 9/22/2023

Project Number: 205002

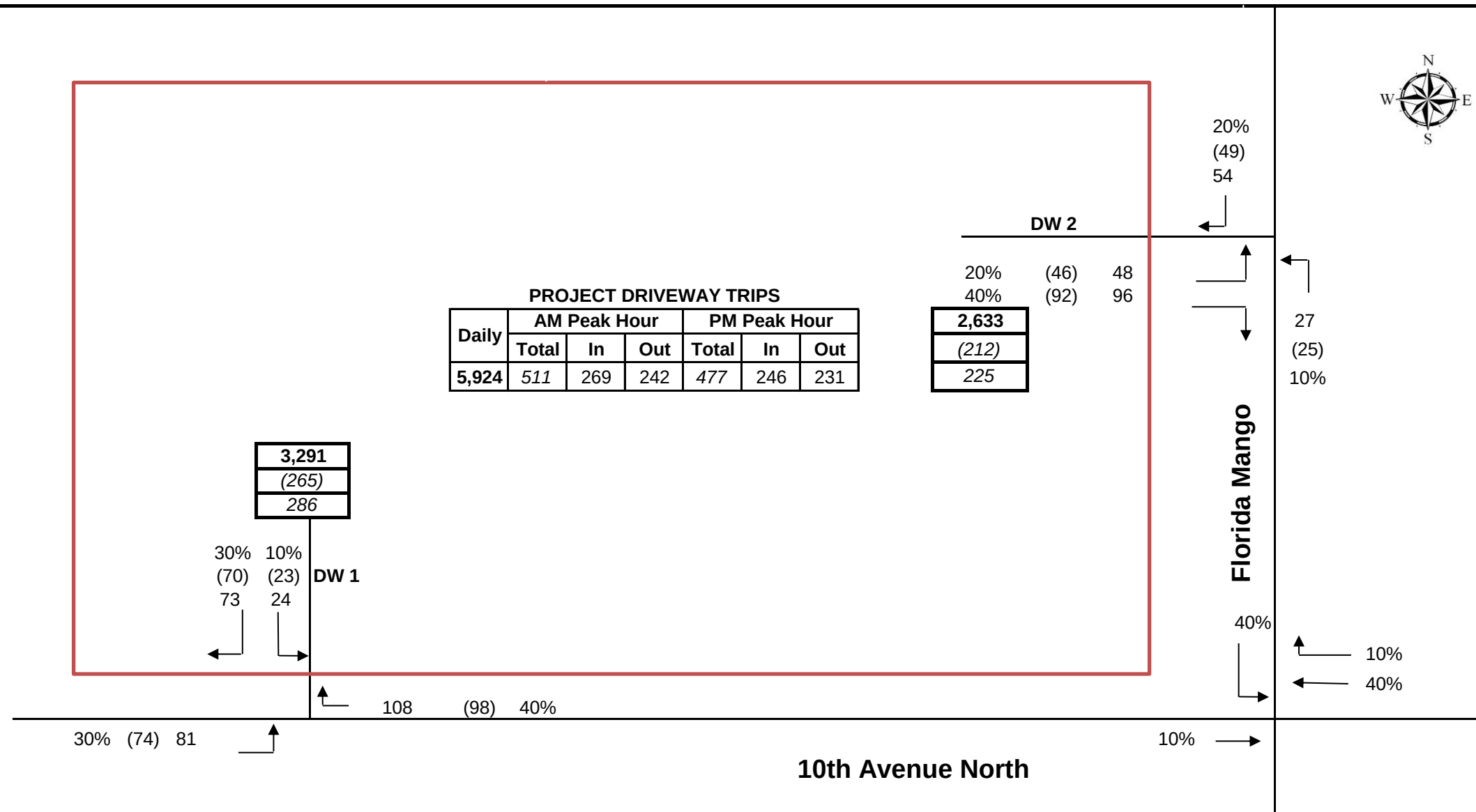
Project Name: Village Collection of Palm Springs

Task Number:

Scenario: PM Peak Hour -Proposed



FIGURE



Village Collection of Palm Springs
PROPOSED PROJECT DRIVEWAY VOLUMES

5,924	Total daily driveway trips
(477)	PM peak hour driveway trips
511	AM peak hour directional driveway trips

EXHIBIT 2A - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway		Class	Existing		Committed		Percent Project Assign	AM Peak Hour		AM Peak Hour		Significant		2022 AM		2023 PM			Growth Factor	Committed Traffic ⁽⁶⁾		Committed Traffic + 1% Growth Rate		Growth from Historic Growth Rate		2028 Background Peak Hour Volume		Meets Test 1 Standard ?		Backgrnd Needed Improv.	
From	To		Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity		Project Trips	Significance		Impact ?		NB/EB	SB/WB	PHPD Volume																
									NB/EB	SB/WB	NB/EB	SB/WB			NB/EB	SB/WB	NB/EB	SB/WB		Station											
Florida Mango Road																															
	Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0.1%	0.0%	no	no					3646	0.50%	49	42	63	65	7	11	345	516	Yes	Yes	
	Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	2.7%	1.0%	YES	YES			282	451	35820	0.50%	49	42									
	Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		0.5%		no				282		35820	0.50%	49	42									
	Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		5.5%		YES				451	35820	0.50%	49	42	65		11		516		Yes		
10th Avenue North																															
	Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	1	0.0%	0.1%	no	no					4603	0.50%											
	Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	8	0.2%	0.5%	no	no					4653	0.50%											
	Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	13	36	0.7%	2.0%	no	YES			1,303		35820	0.50%	135	155		221		33		1,524		Yes	
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	12		0.7%		no						35820		135	155									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		18		1.0%		YES				1,303	35820	0.50%	135	155			33		1,524		Yes		
	Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	60	22	3.4%	1.2%	YES	YES	1,689	1,329			930170	0.50%	182	173	286	255	51	40	1,975	1,584	No	Yes	6-Laning
	Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	53	19	3.0%	1.1%	YES	YES	1,689	1,329			930170	0.50%	231	198	335	280	51	40	2,024	1,609	No	Yes	6-Laning
	I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	5	2	0.3%	0.1%	no	no																	
Congress Avenue																															
	Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	11	4	0.4%	0.1%	no	no																	
	10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	4	12	0.1%	0.4%	no	no																	
Forest Hill Blvd																															
	Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6.0%	3	7	0.1%	0.3%	no	no																	
	Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6.0%	7	3	0.3%	0.1%	no	no																	
Boutwell Road																															
	10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	6	2	0.7%	0.2%	no	no																	

EXHIBIT 2B - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway FromTo			Class	2028 Background Needed Lanes		Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
				Number Of Lanes	LOS 'D' Capacity			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Forest Hill Blvd	Project Site	1	2L	880	24	9	345	516	369	525	Yes	Yes	
Project Site	10th Avenue North	1	2L	880		48		516		564		Yes	
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	13	36		1,524		1,560		Yes	
Project Site	Florida Mango Rd	2	6LD	2,680		18		1,524		1,542		Yes	
Florida Mango Road	Boutwell Rd	2	6LD	2,680	60	22	1,975	1,584	2,035	1,606	Yes	Yes	
Boutwell Rd	I-95	2	6LD	2,680	53	19	2,024	1,609	2,077	1,628	Yes	Yes	

EXHIBIT 3A - PM PEAK HOUR Village Collection of Palm Springs TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS																															
Roadway FromTo		Class	Existing		Committed		Percent	Project		Significance		Significant		2022 PM		2023 PM			Growth	Committed		Committed Traffic		Growth from Historic		2028 Background Peak Hour Volume		Meets Test 1		Backgrnd Needed Improv.	
			Number	LOS 'D'	Number	LOS 'D'																									Project
			Of Lanes	Capacity	Of Lanes	Capacity	Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		NB/EB
Florida Mango Road	Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	0	0	0.0%	0.0%	no	no					0.5%												
	Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	6	10	0.7%	1.1%	no	YES			498	35820	0.5%	44	50			84			13		582	Yes	
	Project Site	10th Avenue North	1	2L	880	2L	880	10%	5		0.6%		no				498	35820	0.5%	44	50										
	Project Site	10th Avenue North	1	2L	880	2L	880	40%		13		1.5%		YES			498	35820	0.5%	44	50			75			13		573	Yes	
10th Avenue North	Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	0	0.0%	0.0%	no	no					4603	0.5%											
	Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	2	0.2%	0.1%	no	no					4653	0.5%											
	Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	15	10	0.8%	0.56%	no	no					35820	0.5%	229	205									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	3		0.2%		no						35820	0.5%	229	205									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		20		1.1%		YES			1,737		35820	0.5%	229	205									
	Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	16	25	0.9%	1.4%	no	YES	1,639	1,565			930170	0.5%	227	231			294		44		2,031	No	
	Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	14	22	0.8%	1.2%	no	YES	1,639	1,565			930170	0.5%	227	231			327		48		1,892	No	
	Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	14	22	0.8%	1.2%	no	YES	1,639	1,565			930170	0.5%	213	248			344		48		1,909	No	
	I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	1	2	0.1%	0.1%	no	no																	
Congress Avenue	Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	3	4	0.1%	0.1%	no	no																	
	10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	5	3	0.2%	0.1%	no	no																	
Forest Hill Blvd	Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6%	3	2	0.1%	0.1%	no	no																	
	Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6%	2	3	0.1%	0.1%	no	no																	
Boutwell Road	10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	2	2	0.2%	0.2%	no	no																	

EXHIBIT 3B - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway FromTo		Class	2028 Background Needed Lanes		Percent Project Assign	Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
			Number Of Lanes	LOS 'D' Capacity				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Summit Blvd	Forest Hill Blvd	1	2L	880	1%	0	0						
Forest Hill Blvd	Project Site	1	2L	880	20%	6	10		582		592		Yes
Project Site	10th Avenue North	1	2L	880	10%	5							
Project Site	10th Avenue North	1	2L	880	40%		13		573		586		Yes
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	30%	15	10						
Project Site	Florida Mango Rd	2	6LD	2,680	40%		20		2,031		2,051		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	50%	16	25		1,892		1,917		Yes
Boutwell Rd	I-95	2	6LD	2,680	44%	14	22		1,909		1,931		Yes

EXHIBIT 4A
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway From To		Class	Existing		Committed		Percent Project Assign	AM Peak Hour		PM Peak Hour		Project Significance				Significant Impact ???
			Number Of Lanes	LOS 'E' Capacity	Number Of Lanes	LOS 'E' Capacity		Project Trips		Project Trips		AM		PM		
								NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	
Florida Mango Road																
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0	0	0.1%	0.0%	0.0%	0.0%	No
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	6	10	2.7%	1.0%	0.7%	1.1%	No
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		5		0.5%		0.6%		No
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		13		5.5%		1.5%	Yes
10th Avenue North																
Military Trail	Kirk Rd	2	5L	1,870	5L	1,870	1%	0	1	0	0	0.0%	0.1%	0.0%	0.0%	No
Kirk Rd	Congress Ave	2	5L	1,870	5L	1,870	7%	3	8	3	2	0.2%	0.4%	0.2%	0.1%	No
Congress Avenue	Project Site	2	5L	1,870	5L	1,870	30%	13	36	15	10	0.7%	1.9%	0.8%	0.5%	No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	10%	12		3		0.6%		0.2%		No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	40%		18		20		1.0%		1.1%	No
Florida Mango Road	Boutwell Rd	2	5L	1,870	5L	1,870	50%	60	22	16	25	3.2%	1.2%	0.9%	1.3%	Yes
Boutwell Rd	I-95	2	5L	1,870	5L	1,870	44%	53	19	14	22	2.8%	1.0%	0.8%	1.2%	No
I-95	N. Dixie Hwy	2	5L	1,870	5L	1,870	4%	5	2	1	2	0.3%	0.1%	0.1%	0.1%	No

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\fl mango - 9-22-2023.xlsx\test 2 (mango)

EXHIBIT 4B
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway From	To	Class	Committed		AM Peak Hour		2023 AM			Growth Factor	Committed		Committed		2028 PM		Backgrnd Needed Improve	Bckgrnd Improved Capacity	Bckgrnd Meets Test 2 Standards	2028 AM Total		Meets Test 2 Standards?
			Number Of Lanes	LOS 'E' Capacity	Project Trips	PHPD Volume			Traffic		Traffic + 1% Growth Rate		Background		NB/EB	SB/WB						
						NB/EB	SB/WB	NB/EB	SB/WB		Station	NB/EB	SB/WB	NB/EB						SB/WB	NB/EB	
Florida Mango Road	10th Avenue North	1	2L	880		48		451	ID 35820	0.50%		42		65		516			Yes		564	Yes
10th Avenue North	Boutwell Rd	2	5L	1,870	60		1,689		930170	0.50%	182		286		1,975		6-Laning	2,830	Yes	2,035		Yes

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\fl mango - 9-22-2023.xlsx\test 2 (mango) (2)

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 5A
Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	13	307	5	0	5	199	26	0	15	3	9	0	49	3	24	658
7:15 AM	7:30 AM	0	19	223	2	0	0	214	25	0	6	2	15	0	54	3	24	587
7:30 AM	7:45 AM	0	12	258	4	0	3	221	29	0	9	2	7	0	54	1	47	647
7:45 AM	8:00 AM	0	20	222	4	0	0	227	24	0	12	3	6	0	51	0	27	596
8:00 AM	8:15 AM	0	28	267	8	0	2	217	24	0	8	2	7	0	53	3	36	655
8:15 AM	8:30 AM	0	29	269	5	0	2	224	32	0	5	0	5	0	47	1	40	659
8:30 AM	8:45 AM	0	18	301	4	0	1	210	32	0	6	3	8	0	57	2	36	678
8:45 AM	9:00 AM	0	23	273	4	0	4	239	29	0	6	0	3	0	37	3	45	666

Peak Hour Traffic Volume

8:00 AM	9:00 AM	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157	2658
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Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Seasonal Factor	0	10	111	2	0	1	89	12	0	3	1	2	0	19	1	16
Estimated 2022	0	108	1221	23	0	10	979	129	0	28	6	25	0	213	10	173
Growth 1%	0	8	88	2	0	1	71	9	0	2	0	2	0	15	1	12
Committed*	0	0	82	0	0	0	23	7	0	0	0	0	0	0	0	0
Committed + 1%	0	8	170	2	0	1	94	16	0	0	0	2	0	15	1	12
Growth 0.5%	0	4	43	1	0	0	35	5	0	1	0	1	0	8	0	6
Growth 0.5% or Committed + 1%	0	8	170	2	0	1	94	16	0	1	0	2	0	15	1	12
2028 Bckgrnd Volumes	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Assignment in/out Project			10% out 18 **				40% in 42 **	10% in 10 **						40% out 72 **		
Post	0	116	1409	25	0	6	1115	155	0	29	6	27	0	300	11	185
Existing	0	108	1,221	23	0	10	979	129	0	28	6	25	0	213	10	173
Pre	0	116	1,391	25	0	11	1,073	145	0	29	6	27	0	228	11	185
Post	0	116	1,409	25	0	6	1,115	155	0	29	6	27	0	300	11	185

* Committed Traffic from TPS database

** Rounded for volume balancing

Village Collection of Palm Springs
AM PEAK HOUR
EXHIBIT 5B
Florida Mango Road & 10th Ave N
Critical Volume Analysis

	Eastbound	Westbound	Northbound	Southbound
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	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT
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[illegible]

6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
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Background Volume	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Total Project Volume	0	0	18	0	0	0	0	10	0	0	0	0	0	72	0	0
Total Volume		116	1,409	25		6	1,073	155		29	6	27		300	11	185
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		116	1434	< 0		6	1073	155		29	33	< 0		0 >	311	185
Approach Volume	1,550				1,234				62				496			
Per Lane Volume b4 RTOR		116	717	0		6	537	155		29	33	0		0	156	185
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		116	712	0		6	537	95		29	23	0		0	156	125
North-South Critical	NB + SB						185									
East-West Critical	WB LT + EB TH =						718			EB LT + WB TH = 653						
Maximum Critical Sum	185			+			718			=			903			

STATUS ?	UNDER
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STATUS ?	UNDER
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Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 6A
Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	50	222	9	0	3	322	71	0	5	0	7	0	48	4	40	781
4:15 PM	4:30 PM	0	40	222	8	0	3	315	45	0	5	5	5	0	39	5	42	734
4:30 PM	4:45 PM	0	49	249	11	0	13	343	51	0	1	1	4	0	49	1	41	813
4:45 PM	5:00 PM	0	49	246	13	0	5	312	42	0	5	1	6	0	59	3	57	798
5:00 PM	5:15 PM	0	43	218	5	0	6	362	63	0	3	4	7	0	39	8	44	802
5:15 PM	5:30 PM	0	40	213	10	0	10	338	67	0	13	1	10	0	52	2	48	804
5:30 PM	5:45 PM	0	44	222	10	0	12	321	61	0	10	6	3	0	54	1	51	795
5:45 PM	6:00 PM	0	58	245	8	0	9	343	62	0	7	3	11	0	43	3	41	833
Peak Hour Traffic Volume																		
5:00 PM	6:00 PM	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184	3234

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Seasonal Factor	0	19	90	3	0	4	136	25	0	3	1	3	0	19	1	18
Estimated 2022	0	204	988	36	0	41	1500	278	0	36	15	34	0	207	15	202
		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%
Estimated 2022	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Growth 1%	0	15	71	3	0	3	108	20	0	3	1	2	0	15	1	15
Committed*	0	0	51	0	0	0	64	20	0	0	0	0	0	0	0	0
Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
Growth 0.5%	0	6	30	1	0	1	46	8	0	1	0	1	0	6	0	6
Growth 0.5% or Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
2028 Bckgrnd Volumes	0	219	1110	39	0	39	1672	318	0	39	16	36	0	222	16	217
Assignment in/out Project			10% out 12 **				40% in 87 **	10% in 21 **						40% out 50 **		
Post	0	219	1122	39	0	39	1759	339	0	39	16	36	0	272	16	217
Existing	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Pre	0	219	1,110	39	0	44	1,672	318	0	39	16	36	0	222	16	217
Post	0	219	1,122	39	0	39	1,759	339	0	39	16	36	0	272	16	217

** Rounded for volume balancing

PM PEAK HOUR
EXHIBIT 6B
Florida Mango Road & 10th Ave N
Critical Volume Analysis

STATUS?	NEAR
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Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 7A
Congress & 10th Ave N

			ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM		0	77	218	65	2	72	102	73	1	15	210	65	0	42	124	15	1081
7:15 AM	7:30 AM		1	67	118	61	0	82	99	88	4	32	249	49	0	39	221	17	1127
7:30 AM	7:45 AM		1	68	144	53	0	101	103	72	3	30	242	55	0	41	249	20	1182
7:45 AM	8:00 AM		6	58	165	67	1	123	116	48	2	20	272	58	1	37	257	24	1255
8:00 AM	8:15 AM		3	64	168	66	2	120	101	66	4	31	220	84	2	51	206	14	1202
8:15 AM	8:30 AM		1	55	154	56	1	101	117	61	3	24	234	86	1	46	255	15	1210
8:30 AM	8:45 AM		4	62	187	48	0	127	108	75	3	34	188	80	0	49	181	16	1162
8:45 AM	9:00 AM		5	73	190	65	0	97	130	41	7	30	181	91	1	52	149	25	1137
Peak Hour Traffic Volume																			
7:30 AM	8:30 AM		11	245	631	242		445	437	247	12	105	968	283	4	175	967	73	4849

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	11	245	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Seasonal Factor	1	25	63	24	0	45	44	25	1	11	97	28	0	18	97	7
Estimated 2022	0	282	694	266	0	490	481	272	13	116	1065	311	4	193	1064	80
Growth 1%	0	20	50	19	0	35	35	20	0	8	77	22	0	14	77	6
Committed*	0	8	7	8	0	26	9	15	0	10	18	10	0	4	10	2
Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
Growth 0.5%	0	10	25	9	0	17	17	10	0	4	38	11	0	7	38	3
Growth 0.5% or Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
2028 Bckgrnd Volumes	0	310	751	293	0	551	525	307	13	134	1160	343	4	211	1151	88
Assignment in/out Project			10% in 4			10% out 12	10% out 12	10% out 12				10% in 4		10% in 4		
Post	0	310	755	293	0	563	537	319	13	134	1160	347	4	215	1151	88
Existing	0	282	694	266	0	490	481	272	13	116	1,065	311	4	193	1,064	80
Pre	0	310	751	293	0	551	525	307	13	134	1,160	343	4	211	1,151	88
Post	0	310	755	293	0	563	537	319	13	134	1,160	347	4	215	1,151	88

AM PEAK HOUR

EXHIBIT 7B

Congress & 10th Ave N

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT
6/13/2023	0	256	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Background Volume	0	310	751	293	0	551	525	307	13	134	1160	343	4	211	1151	88
Total Project Volume	0	0	4	0	0	12	12	12	0	0	0	4	0	4	0	0
Total Volume		310	755	293		563	537	319		147	1,160	347		219	1,151	88
Critical Volume Analysis																
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1
Approach Vol by Lane Group		310	755	293		563	537	319		147	1160	347		219	1151	88
Approach Volume	1,358				1,419				1,654				1,458			
Per Lane Volume b4 RTOR		155	378	293		282	269	319		147	387	347		219	384	88
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		155	378	293		282	269	259		147	387	287		219	384	28
North-South Critical	SB LT + NB TH =				606				NB LT + SB TH =				531			
East-West Critical	WB LT + EB TH =				660				EB LT + WB TH =				424			
Maximum Critical Sum																
		606				+		660				=		1,266		

STATUS ?	NEAR
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Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 8A
Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	8	58	181	60	1	96	223	67	5	30	207	107	3	54	216	39	1355
4:15 PM	4:30 PM	12	48	164	50	0	121	244	76	7	44	215	88	1	45	239	30	1384
4:30 PM	4:45 PM	5	48	158	56	2	105	207	82	8	46	235	112	1	68	230	42	1405
4:45 PM	5:00 PM	8	45	153	47	2	124	188	76	6	45	255	116	0	68	295	45	1473
5:00 PM	5:15 PM	6	53	147	55	3	115	219	67	1	52	220	102	6	49	237	41	1373
5:15 PM	5:30 PM	11	35	142	31	0	126	225	70	2	59	261	100	3	41	230	34	1370
5:30 PM	5:45 PM	6	60	149	63	0	121	200	60	5	50	258	114	0	68	270	41	1465
5:45 PM	6:00 PM	5	48	179	55	5	103	205	68	3	54	207	88	1	57	247	34	1359
Peak Hour Traffic Volume																		
4:45 PM	5:45 PM	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161	5681

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Seasonal Factor	3	19	59	20	1	49	83	27	1	21	99	43	1	23	103	16
Estimated 2022	0	246	650	216	6	535	915	300	15	227	1093	475	10	249	1135	177
Growth 1%	0	18	47	16	0	39	66	22	0	16	79	34	0	18	82	13
Committed*	0	3	20	29	0	36	5	7	0	29	32	33	0	15	36	7
Committed + 1%	0	21	67	45	0	75	71	29	0	45	111	67	0	33	118	20
Growth 0.5%	0	9	23	8	0	19	33	11	1	8	39	17	0	9	40	6
Growth 0.5% or Committed + 1%	0	21	67	45	0	75	71	29	1	45	111	67	0	33	118	20
2028 Bckgrnd Volumes	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Assignment in/out Project			10% in 5			10% out 2	10% out 2	10% out 2				10% in 5		10% in 5		
Post	0	267	722	261	6	612	988	331	16	272	1204	547	10	287	1253	197
Existing	0	246	650	216	6	535	915	300	15	227	1,093	475	10	249	1,135	177
Pre	0	267	717	261	6	610	986	329	16	272	1,204	542	10	282	1,253	197
Post	0	267	722	261	6	612	988	331	16	272	1,204	547	10	287	1,253	197

PM PEAK HOUR

Congress & 10th Ave N

Background

Village Collection of Palm Springs PM PEAK HOUR EXHIBIT 8B Congress & 10th Ave N Background Critical Volume Analysis																				
	Eastbound				Westbound				Northbound				Southbound							
	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT				
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161				
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197				
Total Volume		267	717	261		616	986	329		288	1,204	542		292	1,253	197				
Critical Volume Analysis - Background Traffic																				
No. of Lanes		2	2	1		2	2	1		1	3	1		1	3	1				
Approach Vol by Lane Group		267	717	261		616	986	329		288	1204	542		292	1253	197				
Approach Volume	1,245				1,931				2,034				1,742							
Per Lane Volume b4 RTOR		134	359	261		308	493	329		288	401	542		292	418	197				
Overlap Phase				No				No				No				No				
RTOR				0				60				60				60				
Per Lane Volume		134	359	261		308	493	269		288	401	482		292	418	137				
North-South Critical	SB LT + NB TH =				774				NB LT + SB TH =				706							
East-West Critical	WB LT + EB TH =				667				EB LT + WB TH =				627							
Maximum Critical Sum	774				+				667				=				1,441			
STATUS ?																				
OVER																				

PM PEAK HOUR

Congress & 10th Ave N

Total with Background Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Project Volume	0	0	5	0	0	2	2	2	0	0	0	5	0	5	0	0
Total Volume		267	722	261		618	988	331		288	1,204	547		297	1,253	197
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	722	261		618	988	331		288	1204	547		297	1253	197
Approach Volume	1,250				1,937				2,039				1,747			
Per Lane Volume b4 RTOR		134	361	261		309	494	331		288	401	547		149	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	361	261		309	494	271		288	401	487		149	418	137
North-South Critical	SB LT + NB TH = 636								NB LT + SB TH = 706							
East-West Critical	WB LT + EB TH = 670								EB LT + WB TH = 628							
Maximum Critical Sum	706				+				670				= 1,376			

STATUS ?	NEAR
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Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 9A
Florida Mango Road & Forest Hill Boulevard

Count Taken: 5/4/2022
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.02

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	4	139	1926	103	10	66	1317	65	152	243	347	205	235	108
Seasonal Factor	0	3	39	2	0	1	26	1	3	5	7	4	5	2
Estimated 2022	4	146	1965	105	10	67	1343	66	155	248	354	209	240	110
Growth 1%	0	11	142	8	0	5	97	5	11	18	26	15	17	8
Committed*	0	0	1	3	0	4	1	0	8	0	5	0	0	0
Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
Growth 0.5%	0	5	70	4	0	2	48	2	6	9	13	7	9	4
Growth 0.5% or Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
2028 Bckgrnd Volumes	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				5		5			9	18	9		11	
Post	4	157	2108	121	10	81	1441	71	183	284	394	224	268	118
Existing	4	146	1,965	105	10	67	1,343	66	155	248	354	209	240	110
Pre	4	157	2,108	116	10	76	1,441	71	174	266	385	224	257	118
Post	4	157	2,108	121	10	81	1,441	71	183	284	394	224	268	118

Village Collection of Palm Springs
AM PEAK HOUR
EXHIBIT 9B
Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	LT	Thru	RT	UT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
5/4/2022	0	143	1926	103	10	66	1317	65	152	243	347	205	235	108
Background Volume	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Total Project Volume	0	0	0	5	0	5	0	0	9	18	9	0	11	0
Total Volume		161	2,108	121		91	1,441	71	251	284	394	224	268	118
Critical Volume Analysis														
No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		161	2108	121		91	1441	71	251	284	394	224	268	118
Approach Volume	2,390				1,603				929			610		
Per Lane Volume b4 RTOR		161	703	121		91	480	71	251	284	394	224	268	118
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		161	703	121		91	480	11	251	284	334	224	268	58
North-South Critical	SB LT + NB TH = 558								NB LT + SB TH = 519					
East-West Critical	WB LT + EB TH = 794								EB LT + WB TH = 641					
Maximum Critical Sum	558				+				794			= 1,352		

STATUS ?	NEAR
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Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 10A
Florida Mango Road & Forest Hill Boulevard

Count Taken: 5/4/2022
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.02

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Seasonal Factor	0	2	26	3	0	7	44	1	3	3	3	3	7	2
Estimated 2022	9	92	1314	139	9	335	2224	59	148	166	169	148	335	106
Growth 1%	0	7	95	10	0	24	160	4	11	12	12	11	24	8
Committed*	0	1	2	7	0	8	1	0	4	0	2	0	0	0
Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
Growth 0.5%	0	3	40	4	0	10	68	2	4	5	5	4	10	3
Growth 0.5% or Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
2028 Bckgrnd Volumes	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				11		11			6	13	6		22	
Post	9	100	1411	167	9	378	2385	63	169	191	189	159	381	114
Existing	9	92	1,314	139	9	335	2,224	59	148	166	169	148	335	106
Pre	9	100	1,411	156	9	367	2,385	63	163	178	183	159	359	114
Post	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

PM PEAK HOUR

Florida Mango Road & Forest Hill Boulevard

	Eastbound				Westbound				Northbound			Southbound		
	UT	LT	Thru	RT	UT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Background Volume	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Total Project Volume	0	0	0	11	0	11	0	0	6	13	6	0	22	0
Total Volume	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

No. of Lanes			1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group			100	1411	156		367	2385	63	163	178	183	159	359	114
Approach Volume			1,667				2,815				524			632	
Per Lane Volume b4 RTOR			100	470	156		367	795	63	163	178	183	159	359	114
Overlap Phase					No				No			No			No
RTOR					0				60			60			60
Per Lane Volume			100	470	156		367	795	3	163	178	123	159	359	54
North-South Critical			SB LT + NB TH = 337						NB LT + SB TH = 522						
East-West Critical			WB LT + EB TH = 837						EB LT + WB TH = 895						
Maximum Critical Sum			522				+			895			= 1,417		

OVER

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 11
Florida Mango Road & Driveway 2

		ebu	ebf	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	10	0	5	1	0	2	4	90	0	2	34	6	154
7:15 AM	7:30 AM	0	5	1	1	1	0	2	5	96	4	3	37	5	160
7:30 AM	7:45 AM	0	13	0	3	3	0	0	8	79	2	3	43	12	166
7:45 AM	8:00 AM	0	11	0	0	2	0	0	3	64	2	1	35	7	125
8:00 AM	8:15 AM	0	12	1	7	5	0	1	9	86	2	2	48	5	178
8:15 AM	8:30 AM	0	9	0	5	0	0	3	2	73	2	2	44	11	151
8:30 AM	8:45 AM	0	8	0	6	0	0	5	3	64	2	3	52	8	151
8:45 AM	9:00 AM	0	7	0	6	1	1	6	10	67	3	3	54	6	164
Peak Hour Traffic Volume		0	75	2	33	13	1	19	44	619	17	19	347	60	1249
8:00 AM	9:00 AM	0	36	1	24	6	1	15	24	290	9	10	198	30	644

Count Taken: 6/7/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebf	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/7/2023	0	36	1	24	6	1	15	24	290	9	10	198	30
Seasonal Factor	0	3	0	2	0	0	1	2	23	1	1	16	2
Estimated 2023	0	39	1	26	6	1	16	26	313	10	11	214	32
Growth 1%	0	3	0	2	0	0	1	2	23	1	1	15	2
Committed*			82	0	0	21				0			
Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
Growth 0.5%	0	0	0	0	0	0	0	0	2	0	0	1	0
Growth 0.5% or Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
2028 Bckgrnd Volumes	0	42	83	32	11	17	17	28	336	12	12	229	34
Assignment		20%		40%				10%					20%
in/out		out		out				in					in
Project		42		84				13					26
Post	0	84	83	116	11	17	17	41	336	12	12	229	60
Existing	0	39	1	26	6	1	16	26	313	10	11	214	32
Pre	0	42	83	32	6	22	17	28	336	12	12	229	34
Post	0	84	83	116	11	17	17	41	336	12	12	229	60

* Committed Traffic EBT from 10th Ave N and Florida Mango Road is 82 (82 + 0 + 0) WBT from 10th Ave N and Congress Boulevard is 21 (2 + 9 + 10)

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 12
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	6	0	5	0	21	2	12	13	67	12	6	60	3	207
4:15 PM	4:30 PM	0	7	0	3	0	17	1	11	3	78	12	10	78	10	230
4:30 PM	4:45 PM	0	10	0	3	0	21	0	5	5	90	14	12	72	2	234
4:45 PM	5:00 PM	0	4	0	5	0	15	1	22	5	79	12	6	78	3	230
5:00 PM	5:15 PM	0	3	0	7	0	19	2	9	6	94	6	6	95	0	247
5:15 PM	5:30 PM	0	4	0	7	0	28	1	12	5	95	10	5	74	4	245
5:30 PM	5:45 PM	0	4	0	9	0	14	1	12	2	92	11	5	86	2	238
5:45 PM	6:00 PM	0	1	1	3	0	14	0	12	6	79	14	10	60	2	202
Peak Hour Traffic Volume		0	39	1	42	0	149	8	95	45	674	91	60	603	26	1833
4:45 PM	5:45 PM	0	15	0	28	0	76	5	55	18	360	39	22	333	9	960

Count Taken: 6/6/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/6/2023	0	15	0	28	0	76	5	55	18	360	39	22	333	9
Seasonal Factor	0	1	0	2	0	6	0	4	1	29	3	2	27	1
Adjusted Volumes	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Estimated 2023	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Growth 1%	0	1	0	2	0	6	0	4	1	28	3	2	26	1
Committed*			51	0	0	0	5				0			
Committed + 1%	0	1	51	2	0	6	5	4	1	28	3	2	26	1
Growth 0.5%	0	0	0	0	0	0	0	0	0	2	0	0	2	
Growth 0.5% or Committed + 1%	0	1	51	2	0	6	5	4	1	28	3	2	26	1
2028 Bckgrnd Volumes	0	17	51	32	0	93	5	63	20	417	45	26	386	11
Assignment in/out Project		20% out 18		40% out 36					10% in 19					20% in 37
Post	0	35	51	68	0	93	5	63	39	417	45	26	386	48
Existing	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Pre	0	17	51	32	0	88	10	63	20	417	45	26	386	11
Post	0	35	51	68	0	93	5	63	39	417	45	26	386	48

* Committed Traffic EBT from 10th Ave and Florida Mango Road is 51 (51 + 0 + 0) WBT from Florida Mango Road and Forest Hill is 5 (0 + 1 + 4)

HCS7 Two-Way Stop-Control Report

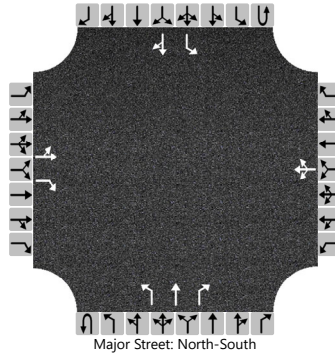
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development AM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		84	83	116		11	17	17		41	336	12		12	229	60
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

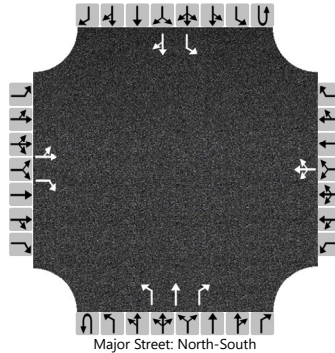
Flow Rate, v (veh/h)		176		122			47			43				13		
Capacity, c (veh/h)		306		766			325			1257				1192		
v/c Ratio		0.57		0.16			0.15			0.03				0.01		
95% Queue Length, Q ₉₅ (veh)		3.4		0.6			0.5			0.1				0.0		
Control Delay (s/veh)		31.5		10.6			18.0			8.0				8.1		
Level of Service (LOS)		D		B			C			A				A		
Approach Delay (s/veh)	22.9				18.0				0.8				0.3			
Approach LOS	C				C											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MEP	Intersection	Florida Mango Rd & DW 2
Agency/Co.	MEP	Jurisdiction	
Date Performed	9/22/2023	East/West Street	Driveway 2
Analysis Year	2028	North/South Street	Florida Mango Rd
Time Analyzed		Peak Hour Factor	0.95
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	2028 Post-Development PM		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		35	51	68		93	5	63		39	417	45		26	386	48
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		91		72			169			41				27		
Capacity, c (veh/h)		191		624			198			1104				1077		
v/c Ratio		0.47		0.11			0.86			0.04				0.03		
95% Queue Length, Q ₉₅ (veh)		2.3		0.4			6.4			0.1				0.1		
Control Delay (s/veh)		39.8		11.5			80.4			8.4				8.4		
Level of Service (LOS)		E		B			F			A				A		
Approach Delay (s/veh)	27.3				80.4				0.7				0.5			
Approach LOS	D				F											

APPENDICES

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

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

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

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

Footnotes

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

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

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

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

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Article 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

A

B

C

D

E

F

G

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I

Input Data

ROAD NAME: Florida Mango Rd

STATION: 4212

Report Created

CURRENT YEAR: 2023

FROM: 10th Ave N

9/22/2023

ANALYSIS YEAR: 2028

TO: Forest Hill Blvd

GROWTH RATE: 0%

COUNT DATE: NA

PSF: 0

Link Analysis

Time Period

AM

PM

Direction

2-way

NB/EB

SB/WB

2-way

NB/EB

SB/WB

Existing Volume

0

0

0

0

0

0

Peak Volume

0

0

0

0

0

0

Diversion(%)

0

0

0

0

0

0

Volume after Diversion

0

0

0

0

0

0

Committed Developments

Type % Complete

Circus Trix

0

0

0

2

1

1

NR

25%

Forest Hill / Congress Pharmacy

1

0

0

5

2

2

NR

50%

2773 Public Charter School

11

6

5

2

1

1

NR

75%

Boutwell Road Apartments

15

10

5

18

7

11

Res

0%

Golden Roads Apartments

12

9

2

14

5

9

Res

0%

Waterside Plaza

4

2

2

2

1

1

NR

75%

10th Avenue & Florida Mango

38

18

20

42

21

21

NR

15%

7-Eleven - 1900 10th Ave

19

9

10

17

9

9

NR

10%

Total Committed Developments

100

54

44

102

47

55

Total Committed Residential

27

19

7

32

12

20

Total Committed Non-Residential

73

35

37

70

35

35

Double Count Reduction

7

5

2

8

3

5

Total Discounted Committed Developments

93

49

42

94

44

50

Historical Growth

0

0

0

0

0

0

Comm Dev+1% Growth

93

49

42

94

44

50

Growth Volume Used

93

49

42

94

44

50

Total Volume

93

49

42

94

44

50

Lanes

2L

LOS D Capacity

1480

880

880

1480

880

880

Link Meets Test 1?

YES

YES

YES

YES

YES

YES

LOS E Capacity

1570

880

880

1570

880

880

Link Meets Test 2?

YES

YES

YES

YES

YES

YES

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203		Report Created		
	CURRENT YEAR: 2020			FROM: Midpoint		9/22/2023		
	ANALYSIS YEAR: 2028			TO: N Interstate 95				
	GROWTH RATE: 0%			COUNT DATE: 2/24/2020				
				PSF: 1				

	Link Analysis					
	AM			PM		
Time Period	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Direction						
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	18	13	5	22	9	13	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Boutwell Road Apartments	77	52	25	92	36	56	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	5	3	3	2	1	1	NR	75%
7-Eleven - 1900 10th Ave	88	45	44	81	41	40	NR	10%
3322 Boutwell Road	8	6	2	7	2	4	Res	0%
2209 7th Ave N	10	2	8	8	5	3	NR	0%
Total Committed Developments	468	257	213	515	238	275		
Total Committed Residential	187	126	61	242	99	142		
Total Committed Non-Residential	281	131	152	273	139	133		
Double Count Reduction	47	26	15	55	25	27		
Total Discounted Committed Developments	421	231	198	460	213	248		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	674	377	313	725	348	379		
Growth Volume Used	674	377	313	725	348	379		
Total Volume	3722	2139	1706	3927	1973	1956		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME: 10th Ave N STATION: 4203
 CURRENT YEAR: 2020 FROM: Florida Mango
 ANALYSIS YEAR: 2028 TO: Boutwell Rd
 GROWTH RATE: 0% COUNT DATE: 2/24/2020
 PSF: 1

Report Created
 9/22/2023

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	62	20	42	73	44	29	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Waterside Plaza	6	3	3	3	1	2	NR	75%
10th Avenue & Florida Mango	83	39	44	93	45	47	NR	25%
7-Eleven - 1900 10th Ave	71	36	36	65	33	32	NR	10%
3322 Boutwell Road	5	1	4	4	3	2	Res	0%
2209 7th Ave N	10	8	2	8	3	5	NR	0%
Total Committed Developments	389	201	190	503	249	255		
Total Committed Residential	145	77	68	181	89	94		
Total Committed Non-Residential	244	124	122	322	160	161		
Double Count Reduction	36	19	17	45	22	24		
Total Discounted Committed Developments	353	182	173	458	227	231		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	606	328	288	723	362	362		
Growth Volume Used	606	328	288	723	362	362		
Total Volume	3654	2090	1681	3925	1987	1939		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203		Report Created		
	CURRENT YEAR: 2020			FROM: Congress		9/22/2023		
	ANALYSIS YEAR: 2028			TO: Florida Mango Rd				
	GROWTH RATE: 0%			COUNT DATE: 2/24/2020				
	PSF: 1							

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments	Type	% Complete
------------------------	------	------------

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	10	8	2	12	4	8	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	46	15	31	55	33	22	Res	0%
Golden Roads Apartments	35	7	28	43	28	15	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	5	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	50	26	23	56	28	27	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
7-Eleven - 1900 10th Ave	52	27	26	48	24	24	NR	10%
Brave Little Stars Academy	7	4	4	7	4	4	NR	0%
Total Committed Developments	317	145	172	466	248	219		
Total Committed Residential	102	34	67	129	75	54		
Total Committed Non-Residential	215	111	105	337	173	165		
Double Count Reduction	26	9	17	32	19	14		
 Total Discounted Committed Developments	 291	 136	 155	 434	 229	 205		
 Historical Growth	 0	 0	 0	 0	 0	 0		
Comm Dev+1% Growth	544	282	270	699	364	336		
Growth Volume Used	544	282	270	699	364	336		
Total Volume	3592	2044	1663	3901	1989	1913		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A	B	C	D	E	F	G	H	I	J	K	L
					Input Data						
	E-W Street: 10th Ave N				COUNT DATE: 12/15/2020				Report Created		
	N-S STREET: Congress Ave				CURRENT YEAR: 2020				6/5/2023		
	TIME PERIOD: AM				ANALYSIS YEAR: 2028						
	GROWTH RATE: 0.58%				PSF: 1.03						
	SIGNAL ID: 35810										

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	2	2	0	0	2	3	2	0	3
Tonset Property	1	0	0	0	0	1	0	1	0	8	8
APEC Petroleum	0	6	0	7	6	6	0	0	7	6	0
Boutwell Road Apartments	0	5	0	10	10	10	0	0	5	5	0
Lake Worth Middle School	0	14	0	7	11	2	0	0	8	2	0
Residences at Lake Worth	0	0	2	1	0	0	5	5	3	0	2
Lantana Airport SDA1	0	0	23	0	0	0	6	8	0	0	29
East Parcel Annex	0	0	7	7	0	0	6	6	6	0	7
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	1	1	0	5	4	0	0	2	1	0	8
Waterside Plaza	0	2	0	1	1	1	0	0	2	2	0
Mid-County Center	1	1	0	3	1	0	0	2	2	0	3
Soma Medical Center	0	0	1	1	0	0	5	5	5	0	1
Lantana Airport SDA2	0	0	4	0	0	0	1	1	0	0	5
Forest Hill / Congress Pharmacy	1	0	0	0	0	1	0	1	0	1	1
Walmart-Palm Springs	0	6	0	3	5	3	0	0	4	3	0
Golden Roads Apartments	0	2	0	9	9	9	0	0	2	2	0
AutoZone #6361	1	0	0	0	0	1	0	1	0	1	1
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	2	8	2	25	23	20	5	8	11	15	18
Total Committed Non-Residential	7	29	35	29	24	18	18	28	34	19	51
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	0	0	0	0	0	0	0	0	0
Historical Growth	0	0	0	0	0	0	0	0	0	0	0
Comm Dev+1% Growth	0	0	0	0	0	0	0	0	0	0	0
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0

					Input Data						
	E-W Street: 10th Ave N				COUNT DATE: 12/15/2020				Report Created		
	N-S STREET: Congress Ave				CURRENT YEAR: 2020				6/5/2023		

TIME PERIOD: PM
GROWTH RATE: 0.58%
SIGNAL ID: 35810

ANALYSIS YEAR: 2028
PSF: 1.03

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	1	1	0	0	1	2	1	0	2
Tonset Property	5	0	0	0	0	8	0	8	0	4	4
APEC Petroleum	0	6	0	6	6	5	0	0	6	5	0
Boutwell Road Apartments	0	11	0	7	7	7	0	0	11	11	0
Lake Worth Middle School	0	4	0	2	4	1	0	0	2	0	0
Residences at Lake Worth	0	0	5	3	0	0	3	3	2	0	5
Lantana Airport SDA1	0	0	8	0	0	0	22	28	0	0	10
East Parcel Annex	0	0	25	25	0	0	27	27	27	0	25
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	6	6	0	6	4	0	0	12	8	0	9
Waterside Plaza	0	1	0	1	1	1	0	0	1	1	0
Mid-County Center	1	1	0	2	1	0	0	4	4	0	2
Soma Medical Center	0	0	4	4	0	0	2	2	2	0	4
Lantana Airport SDA2	0	0	2	0	0	0	5	7	0	0	2
Forest Hill / Congress Pharmacy	3	0	0	0	0	3	0	5	0	3	5
Walmart-Palm Springs	0	24	0	16	25	13	0	0	15	12	0
Golden Roads Apartments	0	9	0	5	5	5	0	0	9	9	0
Palm Springs Park of Commerce	0	0	0	0	0	0	1	0	1	0	0
AutoZone #6361	5	0	0	0	0	5	0	5	0	6	6
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	6	26	5	21	16	12	3	15	30	20	14
Total Committed Non-Residential	13	36	39	56	37	32	57	82	58	31	58
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	13	36	39	56	37	32	57	82	58	31	58
Historical Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Comm Dev+1% Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	1	1	0	0	1	2	1	0	2

M N O

Right
0%
0

Type % Complete

0	NR	81%
6	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
1	NR	50%
0	NR	75%
0	Res	0%
1	NR	0%

0
10
7
0
0

0
0
0
0

Right
0%
0

Type % Complete

0	NR	81%
3	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
3	NR	50%
0	NR	75%
0	Res	0%
0	NR	75%
6	NR	0%
0		
4		
14		
0		
14		

0
0
0
0

A	B	C	D	E	F	G	H	I	J	K
					Input Data					
	E-W Street: 10th Ave N				COUNT DATE: 11/26/2018					
	N-S STREET: Florida Mango Rd				CURRENT YEAR: 2018					
	TIME PERIOD: AM				ANALYSIS YEAR: 2028					
	GROWTH RATE: 1.18%				PSF: 1.04					
	SIGNAL ID: 35820									

Intersection Volume Development										
	Eastbound			Westbound			Northbound			Left
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume	183	1065	15	16	757	156	24	11	21	203
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	190	1108	16	17	787	162	25	11	22	211
Committed Developments										
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	11	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	15	0	0	31	10	0	0	0	5
Lake Worth Middle School	0	14	0	0	11	2	0	0	0	2
The Village at Lake Worth	0	0	0	0	1	1	0	0	0	0
Residences at Lake Worth	0	3	0	0	1	0	0	0	0	0
Mid-County Center	0	2	0	0	3	0	0	0	0	0
Lake Worth Corners	1	1	0	0	5	0	0	0	0	0
Walmart-Palm Springs	1	10	0	0	11	0	0	0	0	0
Golden Roads Apartments	0	7	0	0	28	9	0	0	0	2
Total Committed Developments	3	72	0	0	112	22	0	0	0	9
Total Committed Residential	1	26	0	0	66	20	0	0	0	7
Total Committed Non-Residential	2	46	0	0	46	2	0	0	0	2
Double Count Reduction	0	7	0	0	9	0	0	0	0	0
Total Discounted Committed	3	65	0	0	103	22	0	0	0	9
Historical Growth	24	138	2	2	98	20	3	1	3	26
Comm Dev+1% Growth	23	181	2	2	185	39	3	1	2	31
Growth Volume Used	24	181	2	2	185	39	3	1	3	31
Total Volume	214	1289	18	19	972	201	28	12	25	242

					Input Data					
	E-W Street: 10th Ave N				COUNT DATE: 11/26/2018					
	N-S STREET: Florida Mango Rd				CURRENT YEAR: 2018					
	TIME PERIOD: PM				ANALYSIS YEAR: 2028					
	GROWTH RATE: 1.18%				PSF: 1.04					
	SIGNAL ID: 35820									

Intersection Volume Development										
Eastbound			Westbound			Northbound				

	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	320	866	21	31	1267	276	33	5	11	179
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	333	901	22	32	1318	287	34	5	11	186
Committed Developments										
WAWA - SEC 10th and Military Trail	0	7	0	0	7	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	10	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	33	0	0	22	7	0	0	0	11
Lake Worth Middle School	0	4	0	0	4	1	0	0	0	0
The Village at Lake Worth	0	1	0	0	1	0	0	0	0	1
Residences at Lake Worth	0	2	0	0	3	0	0	0	0	0
Mid-County Center	0	3	0	0	2	0	0	0	0	0
Lake Worth Corners	4	8	0	0	6	0	0	0	0	0
Walmart-Palm Springs	3	51	0	0	48	0	0	0	0	0
Golden Roads Apartments	0	28	0	0	15	5	0	0	0	9
Total Committed Developments	8	148	0	0	120	13	0	0	0	21
Total Committed Residential	4	72	0	0	47	12	0	0	0	21
Total Committed Non-Residential	4	76	0	0	73	1	0	0	0	0
Double Count Reduction	1	15	0	0	12	0	0	0	0	0
Total Discounted Committed	7	133	0	0	108	13	0	0	0	21
Historical Growth	41	112	3	4	164	36	4	1	1	23
Comm Dev+1% Growth	42	227	2	3	246	43	4	1	1	40
Growth Volume Used	42	227	3	4	246	43	4	1	1	40
Total Volume	375	1128	25	36	1564	330	38	6	12	226

L M N O

Report Created
6/6/2023

Southbound			
Thru	Right		
7	250		
0%	0%		
7	260		
		Type	% Complete
0	0	NR	Expired
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	Expired
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	2	Res	0%
0	1	NR	Expired
0	0	Res	0%
0	4		
0	2		
0	2		
0	0		
0	4		
1	32		
1	31		
1	32		
8	292		

Report Created
6/6/2023

Southbound

Thru	Right
7	301
0%	0%
7	313

		Type	% Complete
0	0	NR	0%
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	77.20%
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	3	Res	0%
0	3	NR	75%
0	0	Res	0%
0	7		
0	3		
0	4		
0	1		
0	6		

1	39
1	39
1	39
8	352

A B C D E F G H I J K

Input Data

E-W Street: Forest Hill Blvd
 N-S STREET: Florida Mango Rd
 TIME PERIOD: AM
 GROWTH RATE: 0.87%
 SIGNAL ID: 33510

COUNT DATE: 5/13/2019
 CURRENT YEAR: 2019
 ANALYSIS YEAR: 2028
 PSF: 1.03

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	118	1750	95	133	1122	87	122	215	334	210
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	122	1803	98	137	1156	90	126	221	344	216
Committed Developments										
Summit/Congress Plaza	0	0	0	0	0	0	0	0	0	0
Circus Trix	0	0	0	0	0	0	0	0	0	0
Boutwell Road Apartments	0	0	2	3	0	0	3	0	5	0
Lake Worth Middle School	0	0	2	2	0	0	2	0	2	0
CHS Properties	0	0	0	0	0	0	0	0	0	0
2773 Public Charter School	0	0	0	0	0	0	0	0	0	0
Walmart-Palm Springs	0	0	0	0	0	0	0	0	0	0
Forest Hill / Congress Pharmacy	0	0	0	0	0	0	0	0	0	0
Golden Roads Apartments	0	0	1	1	0	0	5	0	5	0
Congress Center	0	0	0	0	0	0	0	0	0	0
Total Committed Developments	0	0	5	6	0	0	10	0	12	0
Total Committed Residential	0	0	3	4	0	0	8	0	10	0
Total Committed Non-Residential	0	0	2	2	0	0	2	0	2	0
Double Count Reduction	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	5	6	0	0	10	0	12	0
Historical Growth	10	146	8	11	94	7	10	18	28	18
Comm Dev+1% Growth	11	169	14	19	108	8	22	21	44	20
Growth Volume Used	11	169	14	19	108	8	22	21	44	20
Total Volume	133	1972	112	156	1264	98	148	242	388	236

Input Data

E-W Street: Forest Hill Blvd
 N-S STREET: Florida Mango Rd
 TIME PERIOD: PM
 GROWTH RATE: 0.87%
 SIGNAL ID: 33510

COUNT DATE: 5/13/2019
 CURRENT YEAR: 2019
 ANALYSIS YEAR: 2028
 PSF: 1.03

Intersection Volume Development

Eastbound			Westbound			Northbound			
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left

Existing Volume	99	1070	140	205	1334	113	147	149	129	99
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	102	1102	144	211	1374	116	151	153	133	102
Committed Developments										
Summit/Congress Plaza	0	7	0	0	7	0	0	0	0	0
Circus Trix	0	8	1	0	8	0	1	0	0	0
Boutwell Road Apartments	0	0	3	6	0	0	2	0	4	0
Lake Worth Middle School	0	0	0	0	0	0	1	0	1	0
CHS Properties	0	2	0	0	2	1	0	0	0	1
2773 Public Charter School	0	0	0	0	0	1	0	1	0	1
Walmart-Palm Springs	0	3	0	3	3	0	0	0	3	0
Forest Hill / Congress Pharmacy	3	8	3	0	7	0	3	0	0	0
Golden Roads Apartments	0	0	5	5	0	0	3	0	3	0
Congress Center	0	3	0	0	3	0	0	0	0	0
Total Committed Developments	3	31	12	14	30	2	10	1	11	2
Total Committed Residential	0	0	8	11	0	0	5	0	7	0
Total Committed Non-Residential	3	31	4	3	30	2	5	1	4	2
Double Count Reduction	0	0	1	1	0	0	1	0	1	0
Total Discounted Committed	3	31	11	13	30	2	9	1	10	2
Historical Growth	8	89	12	17	111	9	12	12	11	8
Comm Dev+1% Growth	13	134	24	33	159	13	23	15	22	12
Growth Volume Used	13	134	24	33	159	13	23	15	22	12
Total Volume	115	1236	168	244	1533	129	174	168	155	114

L M N O

Report Created
6/6/2023

Southbound	
Thru	Right
183	172
0%	0%
188	177

		Type	% Complete
0	0	NR	Expired
0	0	NR	Expired
0	0	Res	0%
0	0	NR	Expired
0	0	NR	82%
0	0	NR	Expired
0	0	NR	Expired
0	0	NR	Expired
0	0	Res	0%
0	0	NR	Expired
0	0		
0	0		
0	0		
0	0		
0	0		

15	14
18	17
18	17
206	194

Report Created
6/6/2023

Southbound	
Thru	Right

135	96
0%	0%
139	99

		Type	% Complete
0	0	NR	68.75%
0	0	NR	25%
0	0	Res	0%
0	0	NR	77.20%
0	0	NR	72%
1	0	NR	75%
0	0	NR	75%
0	3	NR	50%
0	0	Res	0%
0	0	NR	0%

1	3
0	0
1	3
0	0
1	3

11	8
14	12
14	12
153	111

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9301 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.96 PSCF
1	01/01/2022 - 01/01/2022	0.98	1.02
2	01/02/2022 - 01/08/2022	1.00	1.04
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.00	1.04
5	01/23/2022 - 01/29/2022	0.99	1.03
* 6	01/30/2022 - 02/05/2022	0.97	1.01
* 7	02/06/2022 - 02/12/2022	0.96	1.00
* 8	02/13/2022 - 02/19/2022	0.95	0.99
* 9	02/20/2022 - 02/26/2022	0.95	0.99
* 10	02/27/2022 - 03/05/2022	0.95	0.99
* 11	03/06/2022 - 03/12/2022	0.95	0.99
* 12	03/13/2022 - 03/19/2022	0.95	0.99
* 13	03/20/2022 - 03/26/2022	0.95	0.99
* 14	03/27/2022 - 04/02/2022	0.96	1.00
* 15	04/03/2022 - 04/09/2022	0.96	1.00
* 16	04/10/2022 - 04/16/2022	0.96	1.00
* 17	04/17/2022 - 04/23/2022	0.97	1.01
* 18	04/24/2022 - 04/30/2022	0.97	1.01
19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.03	1.07
24	06/05/2022 - 06/11/2022	1.04	1.08
25	06/12/2022 - 06/18/2022	1.06	1.10
26	06/19/2022 - 06/25/2022	1.07	1.11
27	06/26/2022 - 07/02/2022	1.08	1.13
28	07/03/2022 - 07/09/2022	1.08	1.13
29	07/10/2022 - 07/16/2022	1.09	1.14
30	07/17/2022 - 07/23/2022	1.08	1.13
31	07/24/2022 - 07/30/2022	1.07	1.11
32	07/31/2022 - 08/06/2022	1.05	1.09
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.03	1.07
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.01	1.05
41	10/02/2022 - 10/08/2022	0.99	1.03
42	10/09/2022 - 10/15/2022	0.97	1.01
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	1.00	1.04
46	11/06/2022 - 11/12/2022	1.01	1.05
47	11/13/2022 - 11/19/2022	1.02	1.06
48	11/20/2022 - 11/26/2022	1.01	1.05
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.98	1.02
52	12/18/2022 - 12/24/2022	1.00	1.04
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

23-FEB-2023 09:11:22

830UPD

4_9301_PKSEASON.TXT

COUNTY: 93
STATION: 0170
DESCRIPTION: 10 AVE/LAKE WORTH - W OF SR 9/I-95 (COUNTY LINK: 4
START DATE: 10/05/2022
START TIME: 0000

TIME	DIRECTION: E					DIRECTION: W					COMBINED TOTAL	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL		
0000	32	22	31	25	110	60	52	37	30	179	289	
0100	25	21	21	21	88	35	33	28	18	114	202	
0200	14	19	17	9	59	22	22	20	19	83	142	
0300	17	16	24	25	82	17	16	23	16	72	154	
0400	24	41	45	60	170	16	19	24	38	97	267	
0500	80	107	191	180	558	51	43	76	114	284	842	
0600	256	363	409	367	1395	152	184	217	295	848	2243	
0700	407	443	399	391	1640	276	285	333	360	1254	2894	
0800	404	429	411	334	1578	278	319	292	333	1222	2800	
0900	351	326	317	322	1316	287	281	253	279	1100	2416	
1000	295	313	307	296	1211	284	268	290	270	1112	2323	
1100	306	304	316	291	1217	301	281	311	303	1196	2413	
1200	340	343	349	286	1318	288	314	310	301	1213	2531	
1300	298	338	301	362	1299	311	304	303	308	1226	2525	
1400	313	329	326	360	1328	315	313	329	297	1254	2582	
1500	315	342	364	392	1413	345	350	370	397	1462	2875	
1600	427	337	415	401	1580	372	380	365	397	1514	3094	
1700	460	368	351	353	1532	199	143	85	275	702	2234	
1800	336	383	318	332	1369	261	324	340	347	1272	2641	
1900	299	291	262	258	1110	294	279	297	276	1146	2256	
2000	241	198	222	187	848	254	231	232	212	929	1777	
2100	176	169	171	151	667	157	210	189	179	735	1402	
2200	143	126	125	108	502	147	150	155	119	571	1073	
2300	85	80	65	44	274	98	91	100	69	358	632	
24-HOUR TOTALS:					22664						19943	42607

PEAK VOLUME INFORMATION						
DIRECTION: E			DIRECTION: W		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	700	1640	730	1290	730	2913
P.M.	1630	1644	1530	1519	1600	3094
DAILY	1630	1644	1530	1519	1600	3094
TRUCK PERCENTAGE		8.20				7.63

CLASSIFICATION SUMMARY DATABASE																
DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK TOTVOL
E	454	15525	3763	102	1479	99	16	57	73	5	5	15	7	0	1064	1858 22664
W	169	14819	2945	79	737	162	203	52	86	24	5	38	9	0	615	1395 19943

GENERATED BY SPS 5.0.0.61

PSCF = 1.03
AM
EB = 1640 x 1.03 = 1,689
WB = 1290 x 1.03 = 1,329
PM
EB = 1644 x 1.03 = 1639
WB = 1519 x 1.03 = 1565



December 15, 2023

Shaun G. MacKenzie, P.E.
MacKenzie Engineering and Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990

**Department of Engineering
and Public Works**

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



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

**RE: Village Collection of Palm Springs
Project #: 231102
Traffic Performance Standards (TPS) Review**

Dear Mr. MacKenzie:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Study, revised December 13, 2023, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	NWC of 10 th Avenue and Florida Mango Road
PCN:	70-43-44-20-40-001-0000 and others on file
Access:	One full access driveway connection onto Florida Mango Road and one full access driveway connection onto 10 th Avenue <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Drive-In Bank = 4,081 SF
Proposed Uses:	Adding: Hotel = 236 Rooms Fast Food Restaurant w/ DT = 8,595 SF
New Daily Trips:	3,484
New Peak Hour Trips:	279 (146/133) AM; 248 (128/120) PM
Build-out:	December 31, 2028

Based on our review, the Traffic Division has determined the proposed development is within the 10th Ave North Traffic Concurrency Exception Area (TCEA); therefore, it is exempt from the TPS of Palm Beach County.

The following conditions should be added to the Development Order of this project:

- 1) No Building Permits for the site may be issued after December 31, 2028.
- 2) The Property Owner/Developer shall eliminate the existing egress driveway on 10th Avenue.
- 3) The Property Owner/Developer shall construct right turn lane east approach at the project driveway on 10th Avenue to the County minimum standards, or as approved by the County Engineer.

*"An Equal Opportunity
Affirmative Action Employer"*



Shaun G. MacKenzie, P.E.
December 15, 2023
Page 2

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

The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Hanane Akif", with a stylized flourish at the end.

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jb

ec:

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

Good Morning,

This project is located on the south side of Lake Worth Drainage Districts (LWDDs) L-10 Canal and is not adjacent. COMMENT

LWDD has no objection to the certification of this project. COMMENT

Thank you,

Margie Illsley



Margie Illsley | Right-of-Way Specialist

Lake Worth Drainage District | 13081 S. Military Trail | Delray Beach, FL 33484

Main Number– 561.498.5363 | Toll Free 1.844.306.5933 | Fax – 561.495.9694

www.lwdd.net |   

Please consider the environment before printing this email.

Master Sign Plan

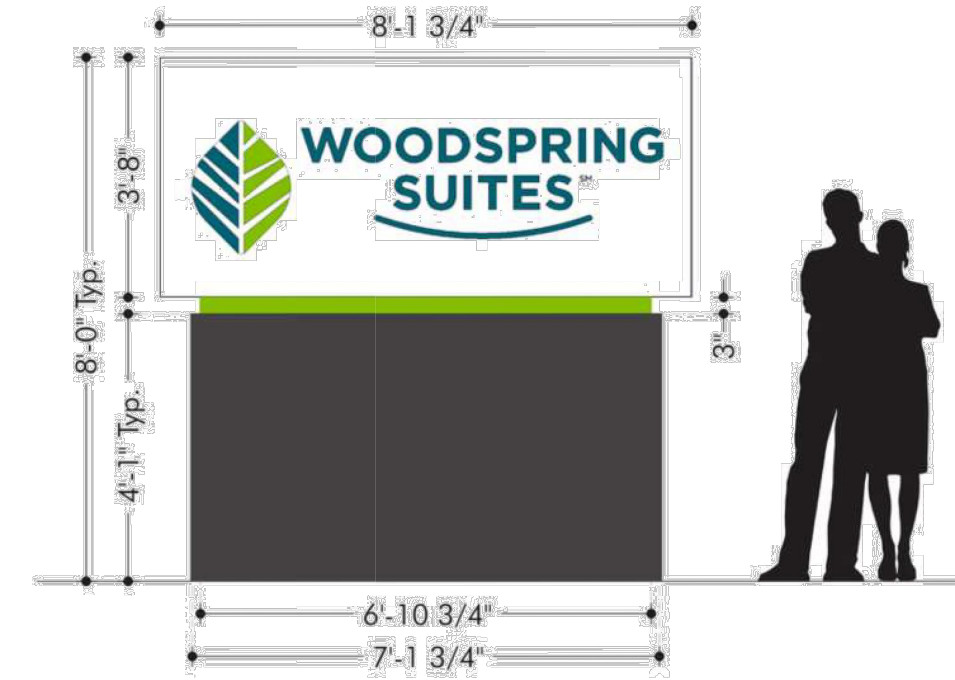
Type of Sign	Tract 1	Tract 2	Tract 3	Lot 1 (existing)
Monument	2 signs Internally located One- 337' & 2 -175' setback Both 8' height Both 32 sq.ft.	1 sign 21' setback 8' height 70 sq.ft.	1 sign 18' setback 8' maximum height 100 sq.ft. maximum	2 9' & 12' setback 7' height & 8' height 50 sq.ft.
Wall (south)	2 signs 60 sq.ft. & 2- 71 sq.ft.	1 sign 60 sq.ft.	1 sign 38 sq.ft.	1 sign 36.87 sq.ft.
Wall (north)	2 signs 60 sq.ft. & 2- 71 sq.ft.	2 signs 1- 60 sq.ft. & 2- 26 sq.ft.	no	1 sign 25.61 sq.ft.
Wall (east)	2 signs 1- 150 sq.ft. & 2 – 88 sq.ft.	1 sign 36 sq.ft.	no	1 sign 60 sq.ft.
Wall (west)	2 signs 1- 150 sq.ft. & 2 – 88 sq.ft.	1 sign 60 sq.ft.	no	1 sign 60 sq.ft.
Menu board	no	2 static digital menu board 5' height 20 sq.ft. each	no	No



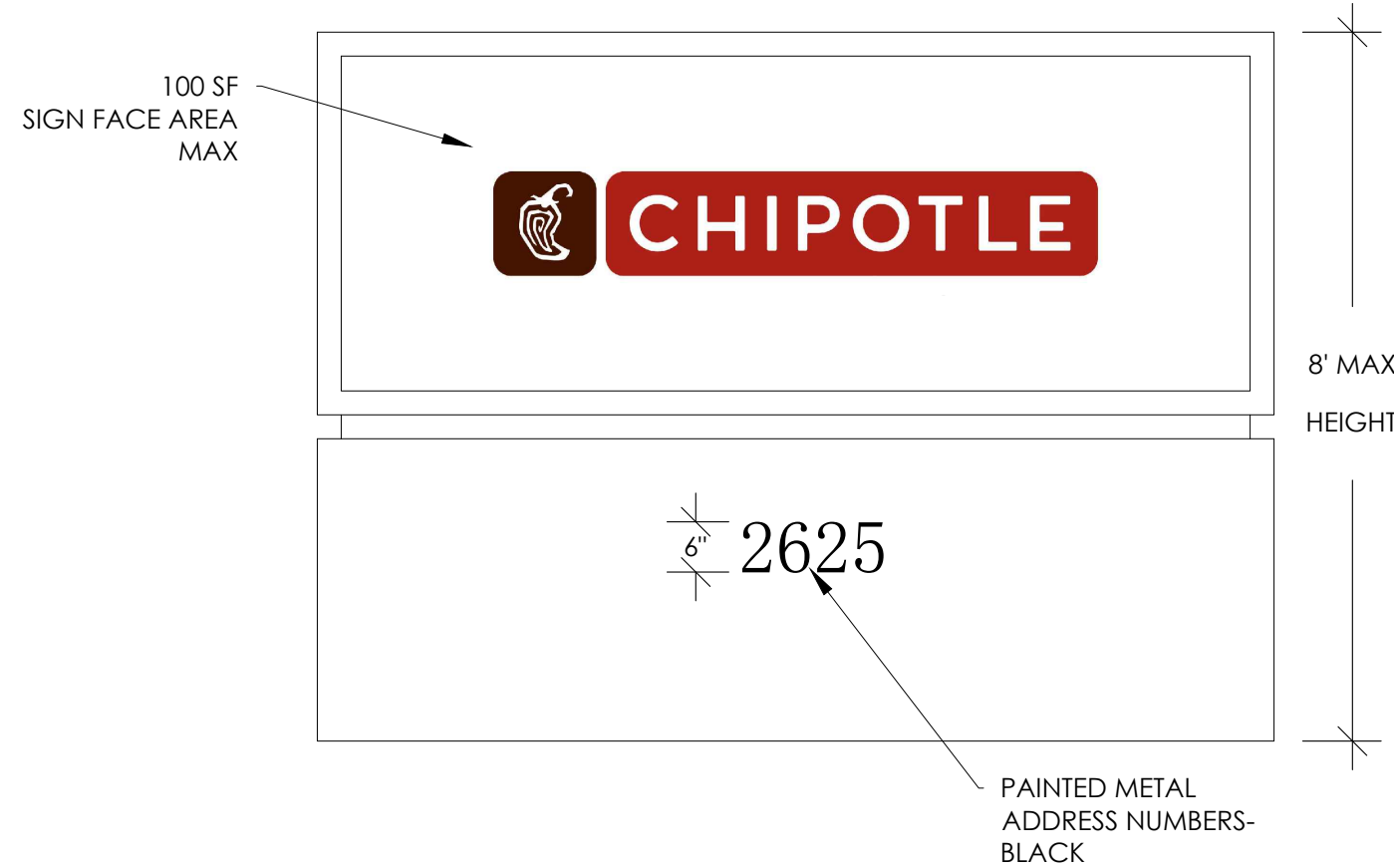
A WALL SIGN - EAST/WEST
WOODSPRING SUITES



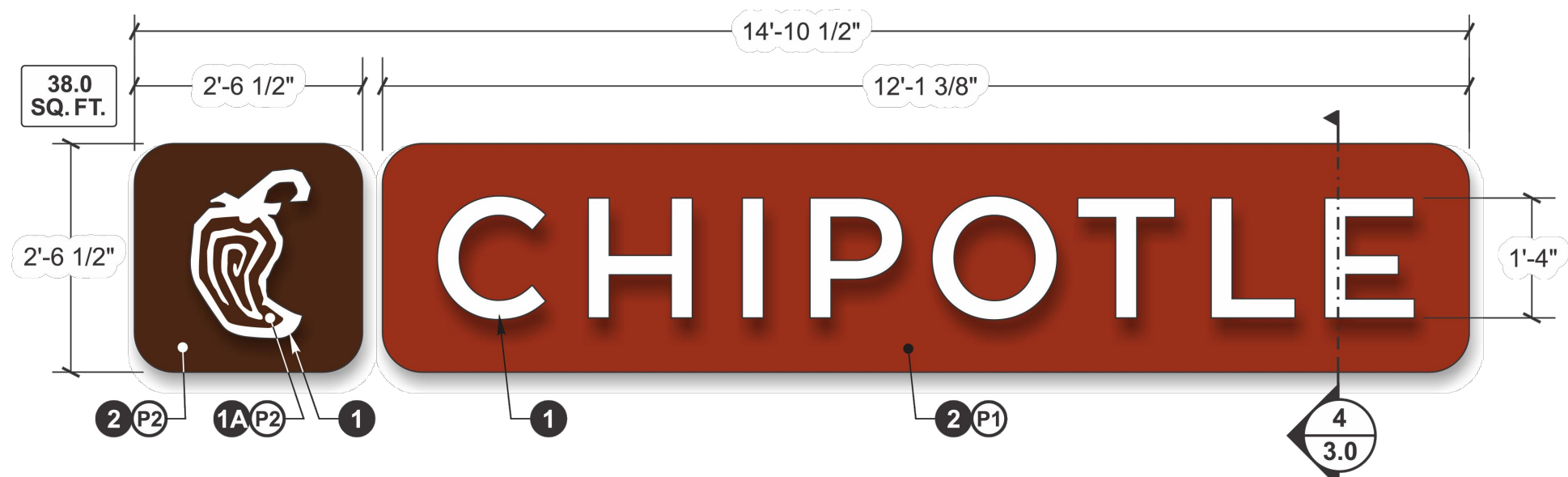
B WALL SIGN - NORTH/SOUTH
WOODSPRING SUITES



C MONUMENT SIGN
WOODSPRING SUITES



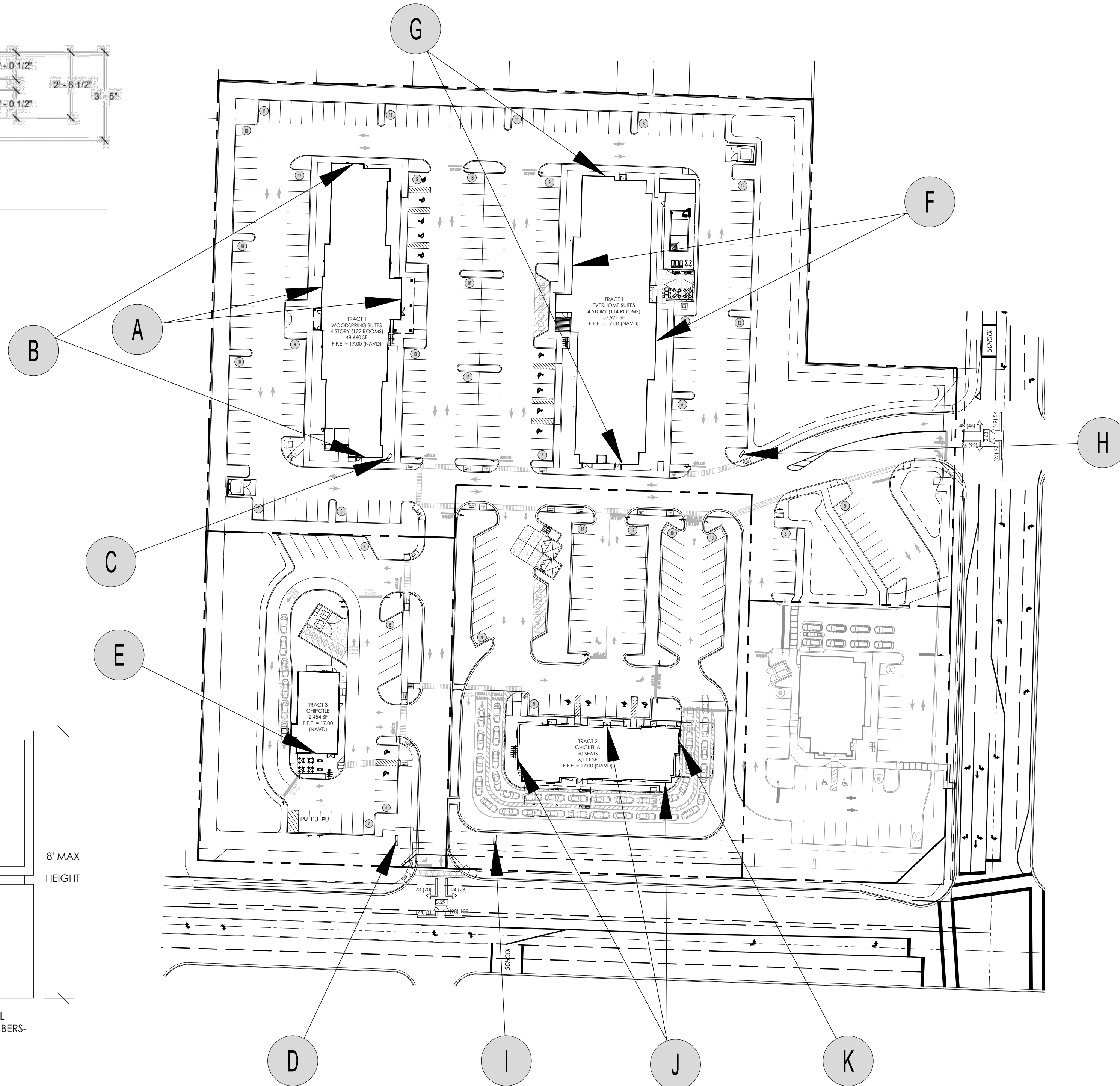
D MONUMENT SIGN - FINAL DESIGN TBD
CHIPOTLE



E WALL SIGN - SOUTH
CHIPOTLE

MONUMENT SIGN REQUIREMENTS TABLE					
	REQUIRED SETBACK	PROVIDED SETBACK	MAX HEIGHT	PROVIDED HEIGHT	REQUIRED SIGN AREA
SIGN C	MORE THAN 20'	337'	10'	8'	100 SF
SIGN D	11'-20'	18'	10'	8'	100 SF
SIGN H	MORE THAN 20'	175'	10'	8'	100 SF
SIGN I	MORE THAN 20'	21'	10'	8'	120 SF

NOTES:
-See Landscape Plans for monument sign plantings.



WALL SIGN REQUIREMENTS TABLE					
	BUILDING HEIGHT	PRIMARY FRONTAGE SF REQUIRED	PRIMARY FRONTAGE SF PROVIDED	SECONDARY FRONTAGE SF REQUIRED	SECONDARY FRONTAGE SF PROVIDED
SIGN A	MORE THAN 20'	216 SF	88 SF	-	-
SIGN B	MORE THAN 20'	-	-	108 SF	60 SF
SIGN E	MORE THAN 20'	91 SF	38 SF	-	-
SIGN F	MORE THAN 20'	350 SF	150 SF	-	-
SIGN G	MORE THAN 20'	-	-	75 SF	71 SF
SIGN J	MORE THAN 20'	88 SF	60 SF	-	-
SIGN K	MORE THAN 20'	-	-	44 SF	36 SF



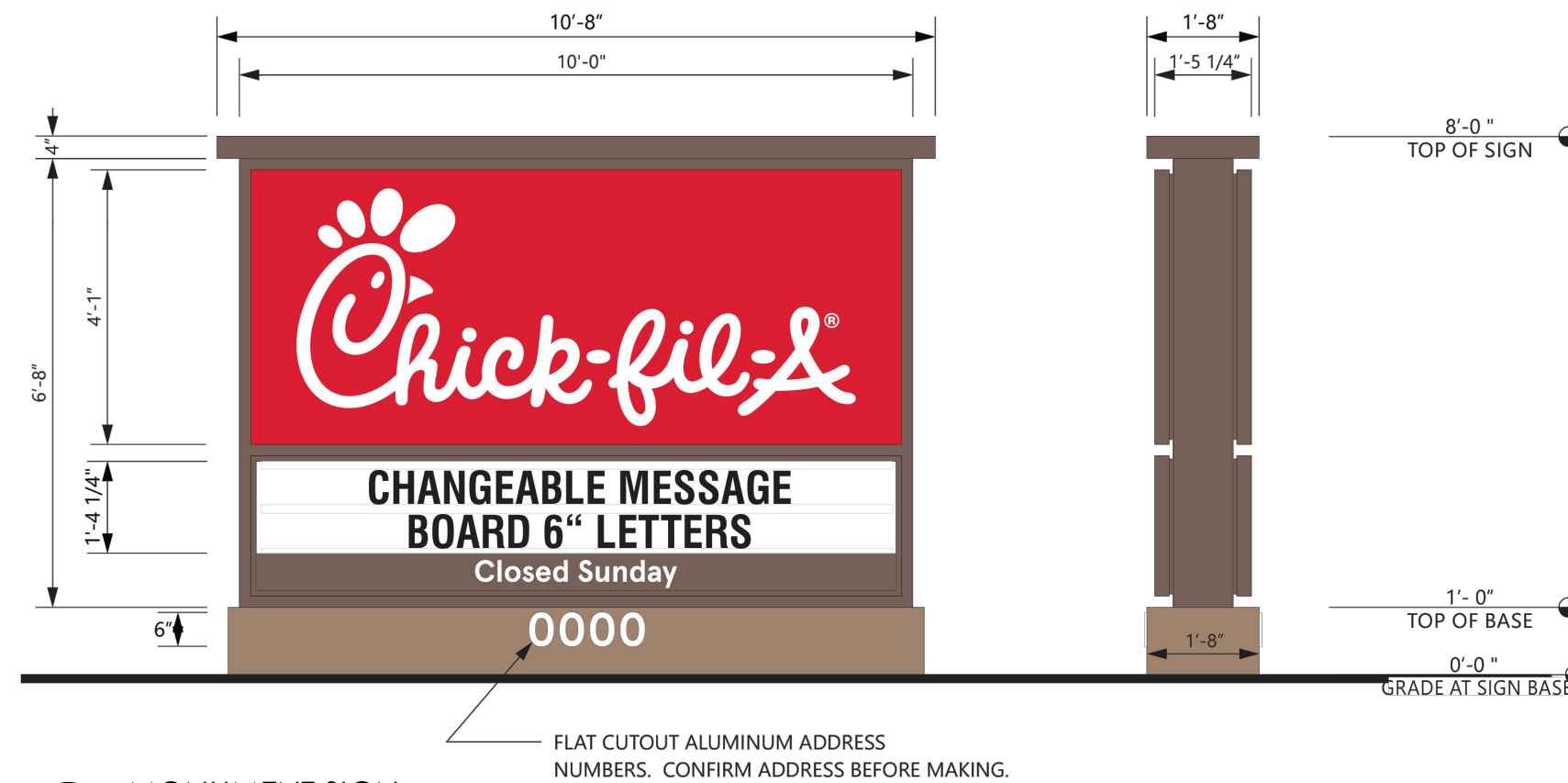
F WALL SIGN - EAST/WEST
EVERHOME SUITES



G WALL SIGN - NORTH/SOUTH
EVERHOME SUITES



H MONUMENT SIGN
EVERHOME SUITES



I MONUMENT SIGN
CHICK FIL A



J WALL SIGN - NORTH/SOUTH/WEST
CHICK FIL A



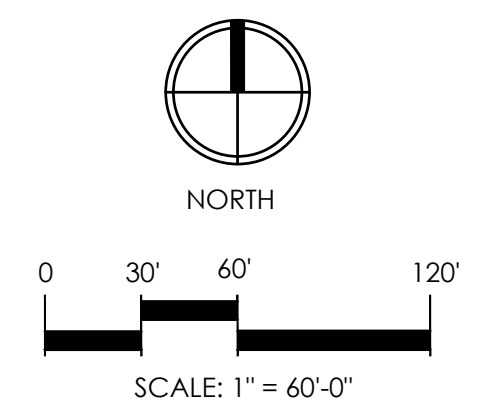
K WALL SIGN - EAST
CHICK FIL A



Consultants:

Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

VILLAGE COLLECTION
OF PALM SPRINGS
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida



Drawn By: JG
Drawing #: 1034
Date: 11/06/2023

MASTER
SIGN PLAN

SHEET # MSP.1

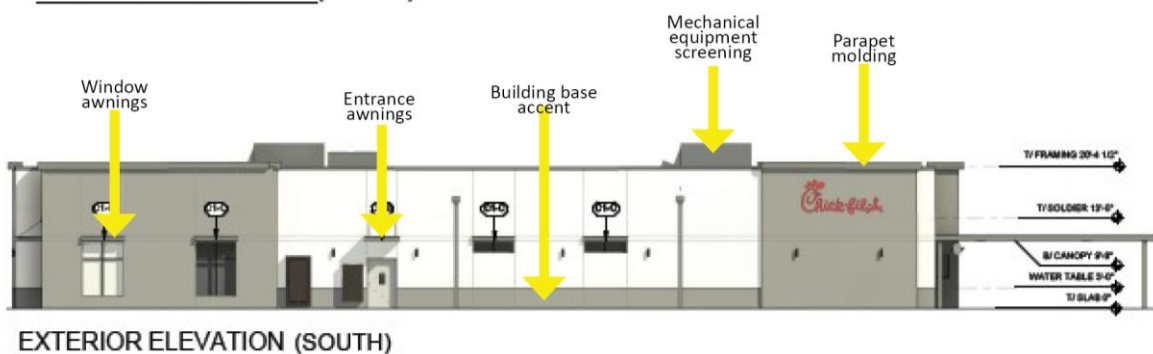
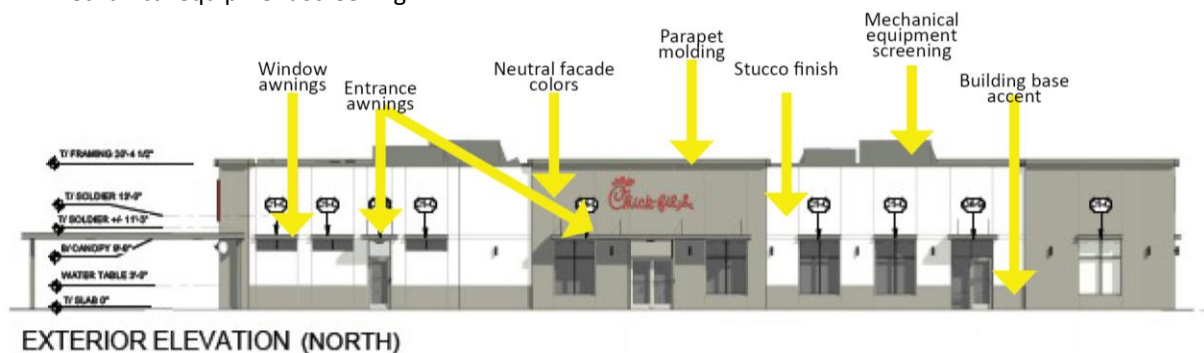
Consistency with Sec. 34-1366 Building Design Guidelines (Chick-fil-A & Chipotle)

Currently, the site consists of a newly constructed 4,081 SF Chase Bank which was approved by Resolution 2017-26. The applicant has requested an Overall Site Plan Amendment to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137). Concurrently, the applicant has requested a Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 2 and Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 3. Upon approval, these requests will allow the construction of a 6,111 square foot Chick-fil-A building and a 2,454 square foot Chipotle building.



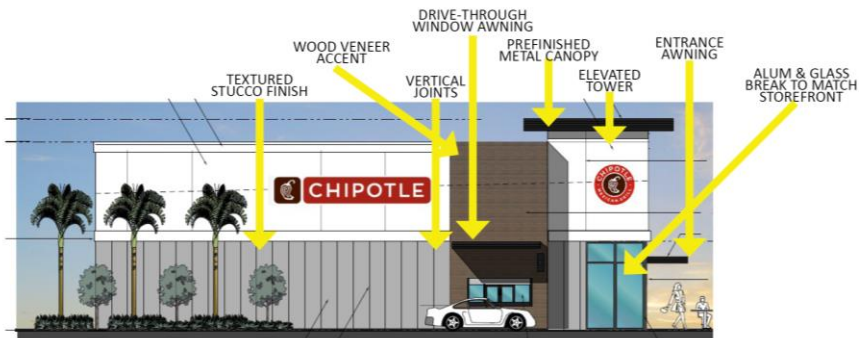
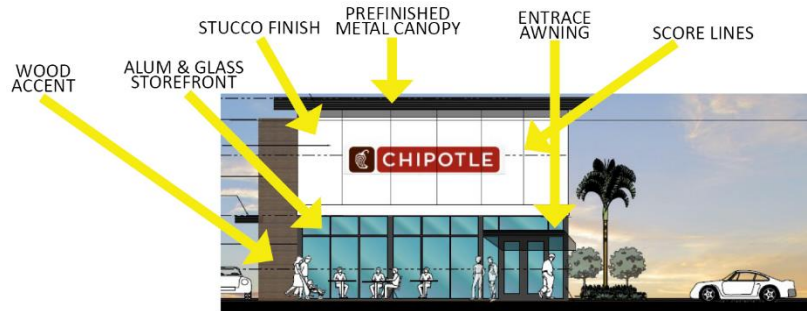
In order to maintain architectural consistency, cohesion, and compatibility within the development, the application has proposed similar architectural elements and design patterns between all parcels. The proposed plans reflect features that complement the existing Chase bank on the property. The Chick-Fil-A will provide the following architectural design elements:

- Providing earth tone, neutral color palette on the building facades, compatible with surrounding buildings
- Window awnings
- Stucco finish
- Covered entrance awnings
- Accent colors to create depth and variation in the façade
- Parapet molding
- Building base accent
- Mechanical equipment screening



The Chipotle design will provide the following architectural design elements:

- Earth tone, neutral color palette
- Stucco finish
- Covered entrance awning
- Drive-through window awning
- Elevated entrance tower
- Aluminum and glass storefront
- Prefinished metal roof canopy
- Vertical joints for façade variation

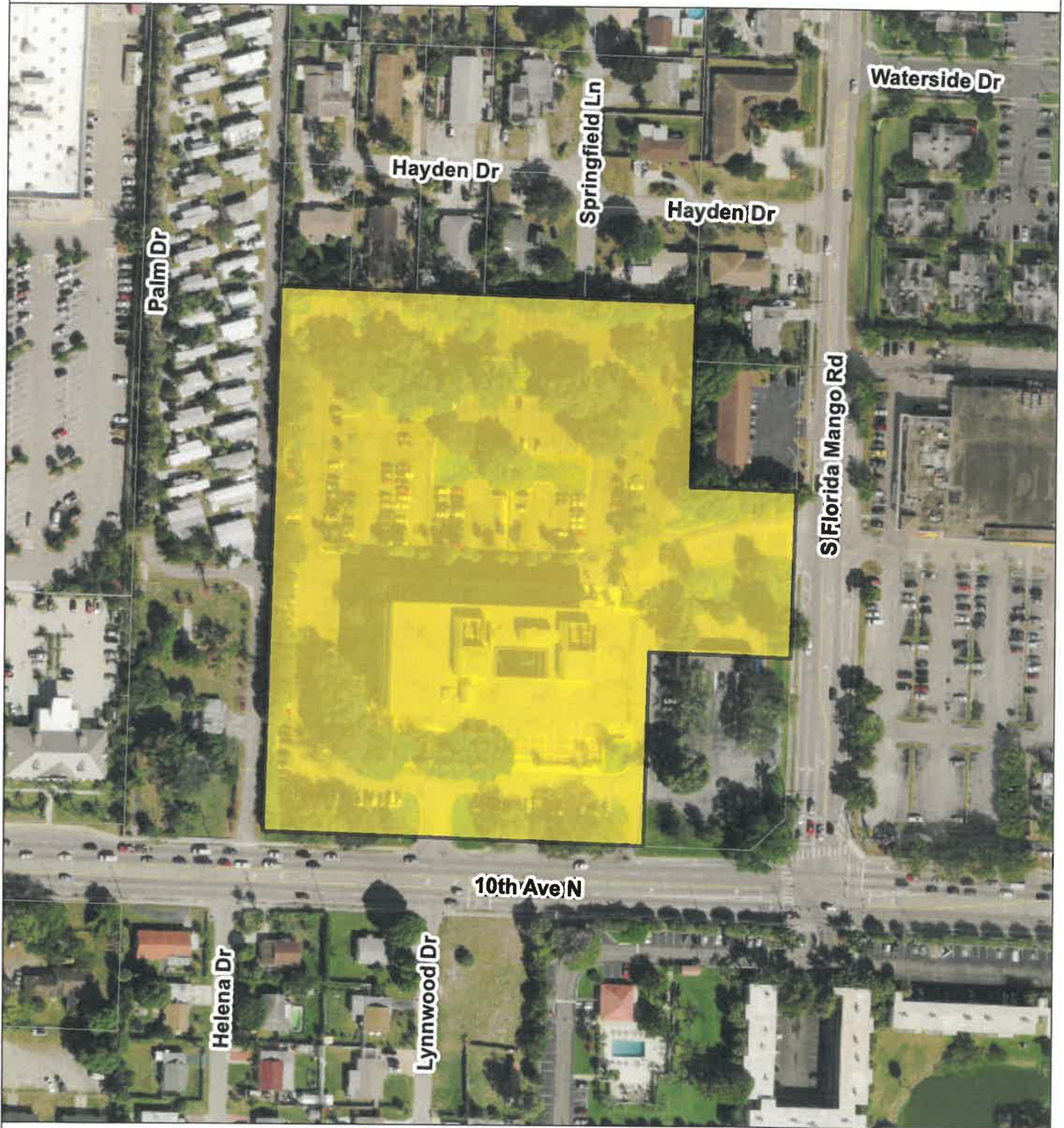


The proposed plan will create a balance of land uses, which complements the surrounding area. The petitioner has provided Landscape Enhancements, illustrated in the Landscape Plan provided. The proposed landscape improvements, architectural enhancements, and internal walkways shall promote cohesivity and interconnectedness between the existing and proposed uses.



VILLAGE OF PALM SPRINGS

10th & Mango -Master Plan

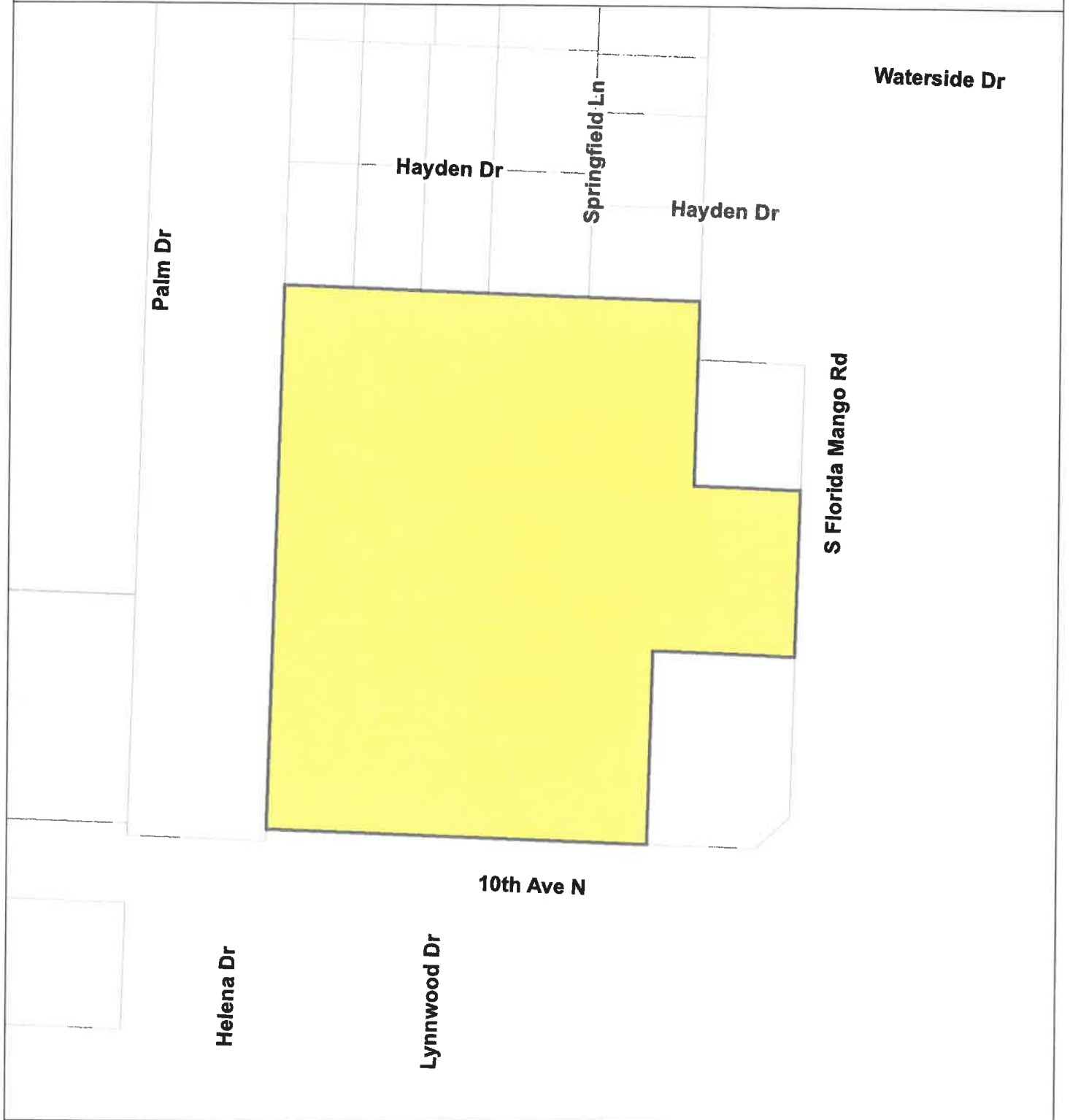


 Florida Mango and 10th Avenue North



VILLAGE OF PALM SPRINGS

10th & Mango -Master Plan



 10th Avenue North

Date: 10/31/2023



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #17: Site Development Plan Amendment (SPR23-12), Special Exception Use (PSSE23-06) and Hours of Operation Variance (PSV23-17) - Chick Fill A - 2625 10th Avenue North (Tract 2)

SUMMARY: Insite Studio, agent for 10th Avenue Partnership LTD ("Applicant") is requesting a Site Development Plan Amendment (SPR23-12) and Special Exception (PSSE23-06) approval to allow the construction of a 6,111 square feet restaurant building with a double drive-thru called Chick-Fil-A, at 2625 10th Avenue North.

On January 9, 2020, the Village's Council approved, under Resolution 2020-02, a Site Plan and concurrently a Special Exception Use to permit the construction of a 5,411 square feet convenience store building with an 8,613 square feet canopy accommodating twenty (20) fueling stations. The approvals for the property were extended through statutory extensions until November 5, 2024, when all building permit applications must be filed.

The applicant is requesting a Site Plan Amendment and Special Exception Use with one variance (within a Commercial Planned Development) to allow the construction of a 6,111-square-foot restaurant building with a double drive-thru on the 1.81-acre undeveloped property. The proposed site plan includes longer stacking to avoid negative impacts on the roadway system and/or main drive aisles, directional signage, and enhanced landscaped buffers.

As part of the proposed Site Plan Amendment, the applicant is requesting a separate consideration from the Village's Council:

1) **PSV23-17** - A variance relief from Section 34-891(1) to allow the restaurant to start operations one (1) hour earlier (6:00 a.m.) rather than 7:00 a.m. as required by code.

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

The Planning and Zoning Board considered this application during their November 14, 2023, meeting and recommended approval. Resolution No. 2023-53 is a continuation from December 14, 2023, Village Council meeting.

The Planning, Zoning, and Building staff do not object to the proposed project and recommend conditional approval to facilitate the redevelopment of the property.

FISCAL IMPACT:

The proposed project will enhance the area and expects to enhance the Village's assessed property valuation.

ATTACHMENTS:

1. Resolution No. 2023-53 - Site Plan Amendment (SPR23-12), Special Exception (PSSE23-06), and Variance Relief (PSV23-17) for Chick-Fil-A Restaurant
2. Exhibit "A" Staff Report
3. Project Narrative
4. Site Plan, Landscape Plans, Engineering Plans and Letters
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-53

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY INSITE STUDIO, AGENT FOR 10TH AVENUE PARTNERSHIP LTD ('APPLICANT'), FOR A SITE PLAN AMENDMENT (SPR23-12), AND CONCURRENTLY A SPECIAL EXCEPTION USE (PSSE23-06) TO ALLOW THE CONSTRUCTION OF A 6,111 SQUARE FOOT RESTAURANT WITH A DOUBLE DRIVE-THRU AND A VARIANCE RELIEF (PSV23-17), TO AMEND THE HOURS OF OPERATION FOR THE PROPERTY LOCATED AT 2625 10TH AVENUE NORTH (TRACT 2) ASSOCIATED WITH THE CHICK-FIL-A RESTAURANT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Insite Studio, agent for the owner, 10th Avenue Partnership LTD, ("Applicant") is requesting approval of the Site Plan Amendment (SPR23-12) and Special Exception Use (PSSE23-06) and a Variance Relief (PSV23-17) for the property located at 2625 10th Avenue North (Tract 2) associated with the Chick-Fil-A Restaurant Project; and

WHEREAS, the Planning & Zoning Board considered these requests during their November 14, 2023 meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the special exception has been shown and the criteria set forth in Palm Springs Code Section 34-607(b) were met; and

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

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

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

Section 1. The Village Council, having received and considered the request of Insite Studio, agent for 10th Avenue Partnership LTD, (“Applicant”), for approval with conditions of Site Amendment Plan (SPR23-12), Variance Relief (PSV23-17) and Special Exception Use (PSSE23- 06), determines as follows:

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

OR

___ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the special exception has NOT been shown and the criteria set forth in Palm Springs Code Sections 34-891(1) are NOT met, for the following reason(s):

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

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

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

	<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 the Resolution duly passed and adopted
this _____ day of January 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

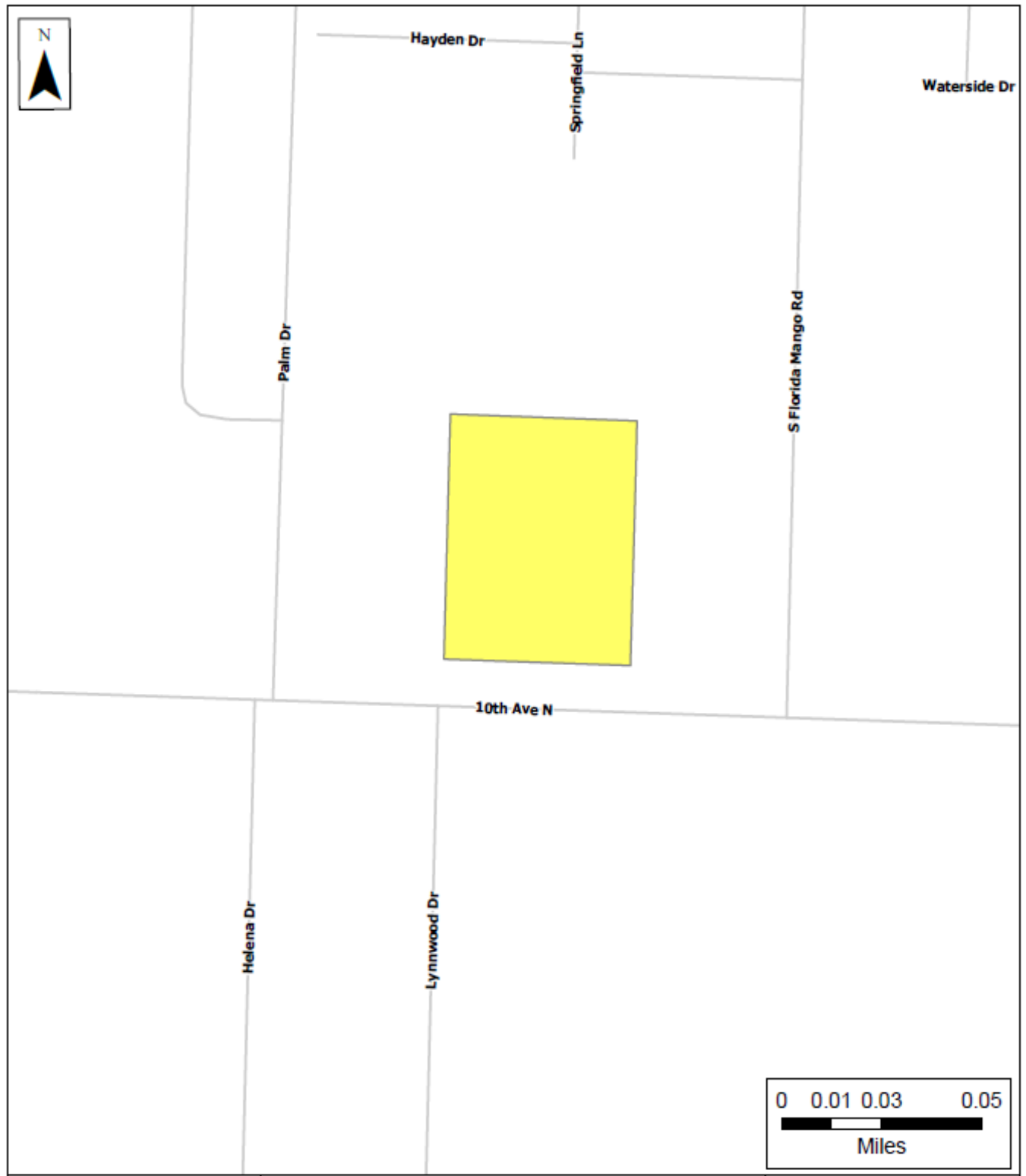
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Plan Amendment – 2625 10th Avenue North- Chick-Fill-A Site plan

Application Summary			
Applicant / Petitioner	Insite Studio	Submittal Date	09/29/2023
Reference Name	Chick-Fil-A	Case Number	SPR23-12, PSSE23-06, PSV23-17
		Parcel Control No	70-43-44-20-40-002-0000
Location	2625 10 th Avenue North (Tract 2)	Site Area	±1.81 gross acres
P&Z Bd Meeting	November 14, 2023	Council Meeting	January 11, 2024
Requests			
Proposed Use(s)	Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 6,111 square feet restaurant with a double drive thru.		
Number of buildings	1 building 6,111 SF		
Variances	COUNCIL CONSIDERATION: PSV23-17 Requesting a Variance relief from Section 34-891(1) to allow business operation to commence at 6:00 am (1 hour earlier) rather than 7:00 am as required by code. Proposed hours of operations are from 6:00 am and 10:00 pm.		
Setbacks			
Direction	Proposed	Required	
North (rear)	195'	20'	
South (front)	74'	50'	
East (side)	54'	15'	
West (side)	57'	15'	
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	1/ 3 seats @ 90 Seats Total of 30 parking needed	Total of 63 parking spaces	Yes
Site Characteristics			
Existing Use	Vacant lot	Proposed Use	New restaurant.
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Commercial	Commercial	Commercial General (CG)
South	Residential uses & Vacant Lot	Unknown Unincorporated PBC & Medium Density Residential	Unknown Unincorporated PBC & Residential Multi-family (RM)
East	Chase Bank	Commercial	Commercial General (CG)
West	Vacant	Commercial	Commercial General (CG)
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the proposed Site Plan Amendment, Special Exception Use and Hours of Operation Variance for the construction of 6,111 square foot restaurant with double drive thru and an indoor dining area with a maximum of 90 seats as depicted on the proposed site plan.			



I. Site History

- Ordinance 2010-02: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on February 11, 2010 and designated with the Land Development as Commercial General zoning districts and Future Land Use Commercial.

- Resolution 2017-26: Site Plan and Special Exception Use

On August 10, 2017 the Village's Council approved a Site Plan and Concurrently a Special Exception Use to redevelop the site by demolishing the existing bank drive-through and constructing a freestanding 4,081 square feet Chase Bank Branch with two lanes drive-through ATM with by-pass lane.

- Resolution 2018-22: Plat

The Village's Council approved on July 12, 2018 under above resolution, a final plat application to subdivide the 8.6 acre property at the northwest corner of the 10th Avenue North and Florida Mango Road to create a separate lot for Chase Bank building, the boundaries of the second lot created coincided with those of the special exception/site plan approved under Resolution 2017-26.

- Resolution 2020-01: Master Site Development Plan

The Village's Council approved on January 9, 2020, under above resolution, a Master Site Development Plan to allow the demolition of the existing 4-story commercial office building and redevelop the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres).

- Resolution 2020-02: Site Development Plan and Special Exception Use and Three Variances

The Village's Council approved on January 9, 2020, under above resolution, a Site Plan Amendment and concurrently a Special Exception Use to permit the construction of 5,411 square feet convenience store building with 8,613 square feet canopy accommodating twenty (20) fueling stations, within 1.81 acres (Tract 2 of the Commercial Planned Development), located directly west of the new Chase Bank building.

- Resolution 2020-14: Plat

The Village's Council approved on May 14, 2020 under above resolution, a final plat application to re-plat the property to be consistent with the approved commercial planned development master plan (approved under Resolution 2020-01), and subdividing the property into three (3) separate parcels to enable the properties to be conveyed to future purchasers as legal lots of records.

II. Comprehensive Plan Consistency

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

III. Variances Requested

Village Council Consideration

The applicant is seeking the following variance:

- **PSV23-17** Requesting a Variance relief from Section 34-891(1) to allow business operation to commence at 6:00 am (1 hour earlier) instead of 7:00 am required by code.

The applicant's full justification is hereto:

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

The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-thru use. Nearby businesses such as Dunkin Donuts, WAWA, and McDonalds are open 24 hours Typical operation hours for this franchise are from 6 A.M. to 10 P.M.

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

According to the Bureau of US Labor Statistics, about 29 percent of workers were on the clock at 7 a.m. These early risers often have long commutes. Residents want their breakfast on the way to work. Chick-Fil-A does not determine when workers commute to work.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.

Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-thru use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district. Nearby restaurants and coffee shops such as Dunkin Donuts, WAWA and McDonalds are open 24 hours. Chick-Fil-A is only requesting operating hours of 6:00 a.m. to 10:00 p.m. This request does not confer any special privileges.

- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chick-fil-A restaurant would not be able to operate its standard franchise hours without a variance. Chick-Fil-A is only requesting to commence one hour earlier.

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

Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

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

Granting the variance will be in harmony with the general intent and purpose of this chapter.

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

The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. The public will enjoy a safe and welcoming Chick-Fil-A breakfast experience. Our customers enjoy

quality service, an inviting atmosphere, and an exceptional food and beverage.

Staff does not object to the applicant's request, based on the applicant intent to provide more alternatives to residents and customers who consumed breakfast on their way to work early in the morning. Staff found the variance to be in harmony with the general intent of the Village Code and will no create conflicts from the use or granting of the variance to commence business operation one hour (1 hr.) ahead of what is permitted.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the northwest corner of 10th Avenue North and South Florida Mango Road.
- 2) An existing shopping center is located on the east side of the property with several different retails, offices and restaurants establishments occupying the suites.
- 3) Surrounding properties are generally residential use.
- 4) The proposed restaurant is permitted as special exception use within the Commercial General zoning district.
- 5) The proposed project is on one of the most important corridors within the Village limits, 10th Avenue North, that connects East and West portions of the surrounding cities.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) Proposed project is within the 10th Ave North Traffic Concurrency Exception Area (TCEA); therefore, it is exempt from the TPS of Palm Beach County.
 - 3) An 11' wide right-of-way shall be dedicated to Palm Beach County.
 - 4) A right-of way construction permit is required to be obtained with PBC.
 - 5) Existing eastern egress driveway on 10th Ave North shall be eliminated during the site improvement permit.
 - 6) A westbound right-turn lane at the project driveway on 10th Avenue shall be constructed by the PBC standards.
 - 7) Permits from all applicable permitting agencies, including but not limited to Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs are required prior to construction.
 - 8) Civil/Utility plans shall be approved by the Village's Engineer.

VI. Environmental Issues:

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

VII. Community Outreach/ Notification

- The subject property was posted on November 8, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 3, 2023.
- Legal advertisement was published in the paper on November 2, 2023.
- Staff has not received any inquiries or comments as a result of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on September 29, 2023 depicts the following:

- An application submitted for a Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 6,111 square feet restaurant.

1. Site Plan dated received September 29, 2023 revised and resubmitted on November 6, 2023.
2. Landscape plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
3. Engineering plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
4. Architectural plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
5. Photometric plan.
6. Boundary survey.
7. Project narrative and justification statements.
8. Traffic study.

IX Recommendation

The 1.81 acres property is located on the north side of 10th Avenue North and west of Florida Mango Road. The applicant is proposing a Site Development Plan Amendment (within a Commercial Planned Development) and concurrently requesting a Special Exception Use with one Variance to allow the construction of 6,111 square feet restaurant building.

On January 9, 2020, the Village's Council approved, under Resolution 2020-02, a Site Plan and concurrently a Special Exception Use to permit the construction of 5,411 square feet convenience store building with 8,613 square feet canopy accommodating twenty (20) fueling stations. The approvals for the property were extended through statutory extensions until November 5, 2024 which all building permit applications must be filed.

Currently, the applicant is requesting a site plan amendment and special exception use with one variance to allow the construction of 6,111 square feet restaurant building with a double drive thru. The proposed site plan includes creating longer stacking to avoid negative impact into the roadway system and/or main drive aisles, directional signage and enhanced landscaped buffers.

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

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use, Site Plan Amendment and a Variance subject to the following thirty-six (36) conditions below:

1. Build- out date is December 31, 2028.
2. The special exception approval shall be implemented within 18 months of Council approval.
3. The site plan approval is valid within 24 months of Council approval.
4. If/when drive-thru vehicles extends beyond the dumpster area, an employee shall be stationed at the northern drive aisle (drive aisle between the site and the northern site) redirecting vehicles to prevent traffic from overflowing on the north drive aisles.
5. Pedestrian crosswalk stripping connecting from parking islands to the restaurant shall be provided, plans shall be revised **at time of permitting**.
6. Drive-thru signs along each of the driveway entrances indicating the flow of traffic for the drive-thru order points shall be provided.
7. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to **Certificate of Completion**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.

8. No loitering on the grounds will be permitted.
9. No electronically changeable menu board is permitted.
10. All signs shall be accordingly with the master sign plan approved by the Village Council.
11. Utility easements shall not overlap more than 5' any landscape buffers.
12. A Utility/Civil plan shall be approved by the Village's Engineer **at time of permitting**.
13. Deliveries shall be coordinated to not create traffic conflicts.
14. No outdoor seating area is approved as part of this project.
15. Any utility or mechanical equipment shall be screened from view. Staff recommends wrapping the equipment with a vinyl wrap of appropriate design for the proposed locations.
16. The additional 11' wide right of way dedication to Palm Beach County along the 10th Avenue North shall be executed and recorded **prior to issuance of the Certificate of Occupancy**.
17. A ROW permit shall be obtained with the PBC **at time of permitting**.
18. A root barrier shall be provided on trees that are within 12' of utility lines.
19. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
20. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
21. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
22. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
23. Provide permits from all applicable permitting agencies, including but not limited to Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
24. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
25. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
26. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
27. All new electric utilities shall be underground.
28. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
29. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
30. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
31. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
32. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
33. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
34. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
35. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
36. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

DESCRIPTION OF PROJECT

Village Collection of Palm Springs

Village of Palm Springs Planning, Zoning & Building Department Unified Development Application

Initial Submittal: September 22, 2023

Resubmittal: November 6, 2023

Request

On behalf of the Applicant, 10th Avenue Partnership LTD, we respectfully request approval of:

- 1) **Master Plan Amendment** to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137).
- 2) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 2 of the Village Collection of Palm Springs PCD (Chick-fil-A)
- 3) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 3 of the Village Collection of Palm Springs PCD (Chipotle)
- 4) **Variance** (Hours of Operation) for Tract 2 of the Village Collection of Palm Springs PCD to allow hours of operations beginning at 6:00 AM.

Site Background

The 7.74-acre site is located approximately 0 miles W of the intersection of 10th Ave N & Florida Mango Rd on the N side of 10th Ave North. The project addresses are 2625 10th Avenue N., 2665 10th Avenue N., and 2445 10th Avenue N. Palm Springs, FL 33461. The property is identified by the following Parcel Control Numbers (PCN): 70434420400020000, 70434420400030000, & 70434420400010000. The Existing Land Use is vacant, Future Land Use designation is Commercial (COM), and it is in the Commercial General (CG) zoning district. The subject site is located within the X Flood Zone. The primary access to the site is on 10th Avenue North.

Surrounding Uses

The subject site is situated along 10th Avenue North and Florida Mango Road, which are county-maintained public roads. It is in the CG Commercial General zoning district. The surrounding area is comprised of a mix of residential and commercial uses, land use, and zoning district classifications which are summarized below:

Land Use | Zoning | Use(s)

North:	Low Density Residential RM Residential Multifamily Single-Family Residential
South:	10 th Avenue North HR-12 High Density Residential RH Multifamily (High Density) Multifamily Residential Medium Density Residential RM – Residential Multifamily Vacant MR-5 Medium Density Residential RH Multifamily (High Density) Single-family Residential
East:	Florida Mango Road UC Urban Center UC Urban Center Shopping Center Community
West:	High Density Residential RM Residential Multifamily Mobile Home Park

Approval History

1) *Resolution 2020-01*

- Commercial Plan Development with Master Site Plan approval to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres), located at 2601 10th Avenue N & Florida Mango Rd. Approved with forty (40) conditions (listed in Staff Report) on January 9, 2020.

2) *Resolution 2020-02*

- Site Development Plan and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions within 1.81 acres (Lot #3 of the Commercial Planned Development), a waiver from Sec 34-164, and three (3) variances, PSV19-22 to allow 24-hour operations, PSV19-23 to allow an increase of primary frontage signage by 490 square feet to allow striping with logo on the south side of the fuel canopy and two wall signs on the building; and PSV19-24 to allow 1,068 square feet sign area wrap around the gas canopy sides not facing a public right of way. Approved with forty-one (41) Conditions (listed in Staff Report) on 1-9-2020.

3) *Resolution 2020-03*

- Site Development plan and concurrent approval for a Special Exception use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays within 1.3 acres (Lot 4 of the Commercial Planned development).

Development Program

The Applicant, the 10th Avenue Partnership LTD, is requesting a Master Plan Amendment to the previously approved Village Collection of Palm Springs development to modify uses, as well as reconfigure the site layout. The site was previously approved for the construction of a RaceTrac gas station and Tire Kingdom tire sales and repair shop. At the time of the approval, Tract 1 was contemplated for future development with no set use or site layout associated to it. Presently, the Application proposed to amend the previously approved overall site plan to accommodate two restaurants with drive-through lanes.

To move forward with the development, several concurrent applications are being requested:

- Site Plan modification of Tract 2 for Chick-fil-A (6,111 SF) with concurrent approval for a Special Exception use for restaurant/drive-through with a variance for hours of operation. The hours of operation for Chick-fil-a are from 6 A.M. to 10 P.M.
- Site Plan modification of Tract 3 for Chipotle (2,454 SF) with concurrent approval for a Special Exception use for restaurant/drive-through. The hours of operation for Chipotle are from 10 A.M. to 10 P.M.

Parking Areas

Each site contains the required parking and is designed to meet off-street parking and loading zoning ordinance requirements. The Chick-fil-A restaurant/drive-through site (Tract 2) requires 30 and has 63 (4 ADA) parking spaces. There is a two-lane drive-through with a canopy and pick-up window on the east edge of the building. The site also contains five bicycle parking spaces, and two enclosed dumpster loading spaces. The Chipotle restaurant/drive-through site (Tract 3) requires 18 and has 24 (2 ADA) parking spaces. There is a two-lane one-way drive-through around the building and a pick-up window on the west edge of the building. The site also contains five bicycle parking spaces at the front of the building, three pick-up parking spaces, and an enclosed dumpster loading area at the rear of the building.

Loading Areas

Each proposed development site has one loading zone, as per the requirements of Section 34-1330. The Chick-fil-A restaurant/drive-through site (Tract 2) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area. The Chipotle restaurant/drive-through site (Tract 3) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area.

Open Space & Landscape

The Village Collection of Palm Springs is a commercial PUD, which requires 20% open space throughout the entire site. The proposed design for the three tracts allows each parcel to meet and exceed the open space requirements.

	Open Space Required	Open Space Provided
Tract 1	40,315 SF	56,607 SF
Tract 2	15,731 SF	19,316 SF
Tract 3	11,344 SF	23,873 SF
Total Open Space	66,943 SF (1.54 AC)	99,796 SF (2.23 AC)

As for landscaping, the site has received a complete overhaul in plant materials both inside and out. The buffers will be supplemented with additional canopy trees, palms, and a hedge. The internal roadway that runs through the site will be enhanced with meandering hedges and shrub beds. Each tract within the development has its own respective code-compliant landscape plans, which all meet and exceed the landscape requirements of the Palm Springs code. The landscape features a good mix of native and Florida-Friendly plant materials to create a vibrant and resilient environment around the development. Each tract features its own unique blend of plants but all tracts come together to create a central theme familiar to south Florida.

COMPLIANCE WITH CRITERIA

DISTRICT REGULATIONS

Purpose (Code 1994, § 30-561)

It is the purpose of the CG commercial general land development district to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. However, it is not the intent of this land development district to necessarily create or promote an extension of strip commercial areas.

The proposed Village Collection of Palm Springs Commercial Planned Development Master Plan project is permitted within the CG Commercial general land development district. The commercial uses are consistent with the purpose of the CG commercial general district in that they provide commercial services including food and lodging options that are accessible to residents of Palm Springs and surrounding municipalities and is within a mile from Interstate-95. The project is compatible with commercial development in the 10th Avenue North corridor, including commercial shopping centers, medical and professional offices, and gas stations.

Commercial General

Property Development Regulation	Required	Proposed Tract 2 Chick-fil-A	Proposed Tract 3 Chipotle
Minimum lot width	100 feet	246.34'	206.51'
Minimum frontage	100 feet	246.34'	206.66'
Minimum lot depth	200 feet	319.31'	273.92'
Maximum lot coverage	No Requirement	7.8%	4.3%
Minimum front yard	50 feet	71' front setback	92' front setback
Minimum side yard (interior)	15 feet	N/A	75' side setback
Minimum side yard (corner)	25 feet	N/A	N/A
Minimum yards adjacent to residential land development districts	30 feet, excluding the front yard which shall remain at 50 feet.	N/A	75' setback minimum
Maximum building heights	Four stories or 45 feet.	20'-4"	26'
Maximum Gross Floor Area	(11) <i>Maximum gross floor area:</i> 50 percent of total lot area.	0.35 FAR (based on total development area of tracts 1,2, and 3)	
Parking	<u>required / provided</u>	30/ 63 (4 ADA)	18/24 (2 ADA)

See site plan for additional data.

Sec. 34-1063 Planned Developments Performance Standards (Code 1994, § 30-731; Ord. No. 2014-06, § 2, 5-8-2014)

- The proposed site plan shows sidewalks on the portions of the site facing primary streets which are interconnected and provide pedestrian access to each building.
- The buildings on the site plan are situated to create a cohesive site plan and unified commercial development.

- Curb cuts and secondary streets are designed to optimize traffic circulation in and out of and within the site.
- Sufficient off-street parking is provided per each use.
- Lighting has been designed per the luminosity criteria and requirements of the Village.
- The landscaping has been designed to enhance the streetscape by creating sidewalks for pedestrian connectivity, trees for shade, and native plantings.
- There is a 15' landscape buffer on the northern and western perimeter of the site to provide appropriate screening between the surrounding residential areas.

Minimum Acreage

The development site of 7.74-acres exceeds the minimum acreage requirement of two acres.

Intensity

The Intensity requirement for non-residential land use intensities for commercial is .50 floor area ratio. The FAR (.35 FAR) for the site is below the requirement of .5 FAR.

Permitted Uses

The proposed uses for the planned development are special exception uses in the CG Commercial General district.

Layout, Design

The layout and design of the proposed development accounts for adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions of the CG Commercial General district.

Maximum building height

The building heights in the Village Collection of Palm Springs's planned development are compatible with the proposed uses and the bulk, mass, and context of adjacent structures and meet code requirements (45 feet or four-stories in the Commercial General District). The building height of the hotels on Tract 1 is four-stories or 50'-1". The building height of Chick-fil-A on Tract 2 is one-story or 20'4". The building height of Chipotle on Tract 3 is one-story or 26'.

Setbacks

- Building setbacks are at least 30' with appropriate buffers where the adjacent uses are residential, to the north and west. The buildings are setback from adjacent property lines to purposefully exceed the 30' minimum setback requirement, especially along the north and west property boundaries.
- The Chick-fil-A (Tract 2) is setback 71' from the front property line.
- The Chipotle (Tract 3) is setback 92' from the side property line and 75' from the east property boundary.

Required Open Space

The open space is 96,596 square feet (29%) which meets the minimum open space requirement for commercial uses which is 20% of the gross land area.

Shared Parking

There is no shared parking on the site. Each individual use on the site meets the off-street parking and loading requirements.

Unified Control

- The land within the commercial planned development will remain under the control of the applicant.
- A program for maintenance of common areas, open space, parking areas, utility sites, etc will be submitted to the Village prior to certificate of occupancy.

SITE PLAN

Required Landscaping (Code 1994, § 30-106)

- Landscaping and buffering are designed to maximize native vegetation and to leave the existing areas of native vegetation undisturbed as much as possible.
- Off-street parking areas include 20 square feet of landscaping for each parking space.
- Every twelfth parking space is separated by a landscaped island at least five feet in width and the same depth as the parking spaces.
- Islands are surrounded with a continuous raised curb.
- The perimeters of the parking areas are landscaped to create buffers between adjoining land uses.
- With a total site area of 336,950 SF, the code requires one tree to be provided for each 2,500 square feet of landscaped area, which comes out to 135 required trees. This requirement has been met and exceeded with a proposed planting plan of 179 trees throughout the site.

Required Buffers (Code 1994, § 30-107; Ord. No. 2013-02, § 2, 2-14-2013; Ord. No. 2015-42, § 3, 12-10-2015)

- Buffers are provided around the site that meet the requirements of the ordinance. The retail use category requires Category three (15-foot wide buffer with a wall or fence and hedge not less than 6 feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the East and North edges of the site and Category five (15-foot wide buffer with a hedge not less than three (3) feet in height, supplemented by trees spaced not more than 20 feet apart, required hedges shall maintain a minimum of two (2) different maintained levels or tiers) and Category six (ten (10) foot wide buffers with a hedge not less than three feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the South and West edges of the site. There is a 15' landscape buffer on the rear, west, and along the portion of the east property boundary that is abutting a residential zoning district.
- While a number of existing mature canopy trees will remain in the buffers, additional planting material is being proposed to enhance the buffer and provide more screening. The buffer enhancements to the North and East include a new Clusia hedge and new oak trees and palms to fill out the gaps in the existing buffers.
- The buffers along the ROWs feature similar enhancements. While all existing oaks will remain, smaller accent palms and Ficus beds will occupy the spaces in between each existing mature oak in the buffer. Additionally, a meandering cocoplum hedge will span the ROW buffers and tie into the Clusia hedge that wraps the West and North property boundaries.

Miscellaneous Requirements (Code 1994, § 30-463; Ord. No. 2013-01, § 3, 2-14-2013)

Surface Water Management (Sec. 34-1354)

The site plan design emphasizes responsible and effective surface water management, in full compliance with the requirements outlined in Section 34-1354 of the ordinance. The plan is designed to manage surface water to prevent flooding, erosion, and environmental degradation.

Traffic Circulation (Sec.34-1359)

- The development is designed to maximize the flow of on-site traffic circulation and to prevent traffic from stacking up on the adjacent public streets.
- The vehicular ingress and egress to the site is designed to prevent conflicts on adjacent streets. There are two entrances to the site, an ingress and egress on 10th Avenue N. and another on Florida Mango. The curb cut on 10th Avenue North is a 16' ROW with one lane for ingress and one lane for egress. The curb cut on Florida Mango Road is a 38' ROW with one lane for ingress and two lanes for egress.
- Required bicycle parking is one per 1,500 gross square feet. The Hotel provides ten bicycle parking spaces, the Chick-fil-A provides five bicycle parking spaces and the Chipotle provides five bicycle parking spaces.

Public Utilities, Easements, Covenants

The site plan complies with all necessary public utilities including water, sewer, and electrical services.

Concurrent Permitting requirements

The development team is actively coordinating with appropriate permitting agencies to secure all concurrent permits and will continue to work with village officials throughout the review process to confirm compliance with all requirements.

Signage (Article IV, Section 34-261 – Section 34-275)

Each tract within the development has its own monument signs proposed, which follow the signage requirements presented in the Palm Springs code. A breakdown of the signage regulations can be seen in the table below:

	Proposed Sign Setback	Maximum Sign Height	Maximum Sign Area
Tract 1	175'	10'	100 SF
Tract 2	18'	8'	120 SF
Tract 3	18'	8'	103 SF

The Master Sign Program provided in the application depicts the location, number, size, font, color, type, and style of signs, landscaping, and illumination of proposed signs. The signs comply with the Community Design Standards (Section 34-273) as follows:

- (a) The signs are compatible with the architectural elements and repeating features that are used on buildings throughout the development. The signs are in harmony with surrounding buildings and the adjacent commercial development.
- (b) The sign colors are consistent with the typical branding and design of the restaurants and are complementary to the colors of the development.
- (c) The sign lettering size is clear and easy to read and in scale with the buildings in which they are located.

Hours of Operation

Typical hours of operation in the Village of Palm Springs for commercial activities are 7:00 A.M. to 11:00 P.M. See variance requests below for Tract 1 and Tract 2. The proposed hours of operation align with typical industry standards for similar businesses and are intended to provide convenience to customers while respecting the character of the neighborhood and surrounding uses.

Security & Life Safety Plan

Security and life safety are important to the design and layout of the site. The security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

Landscaping Standards and Requirements (Code 1994, § 30-106)

The landscape plan complies with the landscaping standards and requirements outlined in Code 1994 § 30-106. The design of the landscape enhances the surrounding streetscape and contributes positively to the surrounding area. The plan includes native and drought-resistant plant species, irrigation systems, and compliance with any tree preservation requirements specified in the code. The development team is committed to maintaining the landscaping to the highest standards to ensure long-term quality, vitality, and attractiveness.

Special Exceptions (Code 1994, § 30-564; Ord. No. 2007-08, § 6, 4-26-2007; Ord. No. 2008-29, § 3, 12-11-2008; Ord. No. 2010-05, § 6, 4-8-2010; Ord. No. 2011-27, § 3, 12-8-2011; Ord. No. 2013-01, § 4, 2-14-2013; Ord. No. 2014-26, § 2, 11-13-2014; Ord. No. 2017-06, § 3, 5-11-2017; Ord. No. 2017-17, § 3, 7-27-2017; [Ord. No. 2019-12, § 2, 9-12-2019](#))

The Chick-fil-a (Tract 2) and Chipotle (Tract 3) Restaurants and the Everhome & Woodsprings Suites (Tract 1) Hotels are permitted as special exception uses within the CG commercial general land development district.

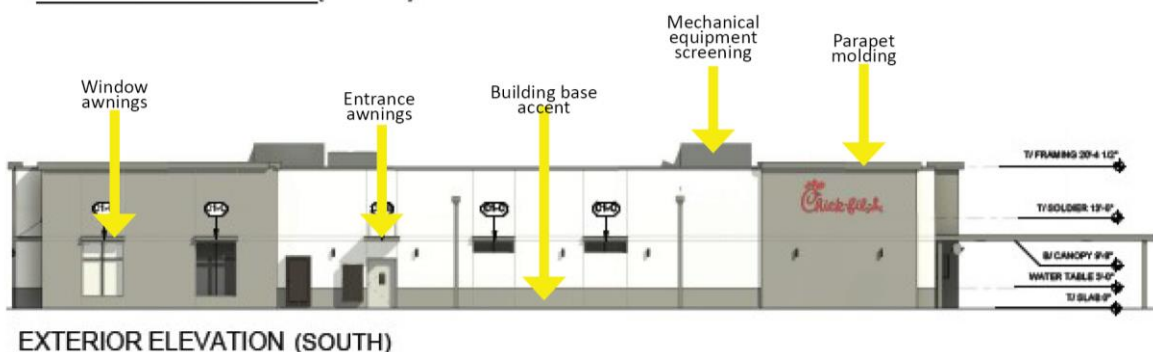
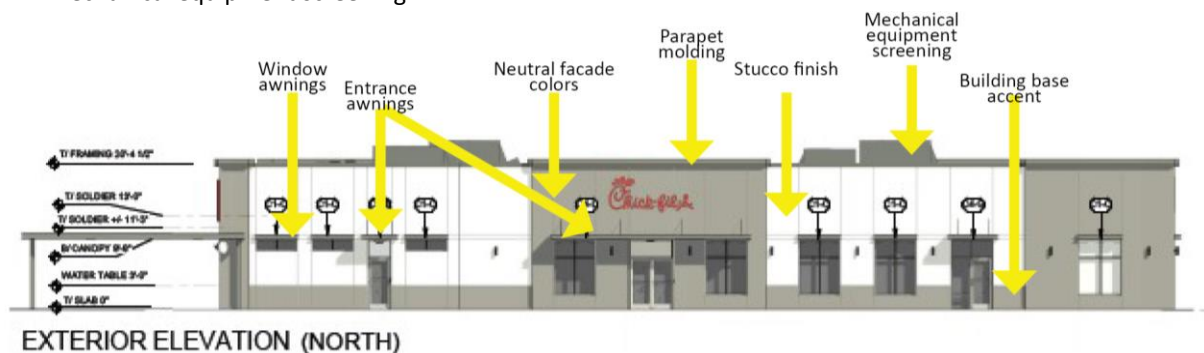
Consistency with Sec. 34-1366 Building Design Guidelines (Chick-fil-A & Chipotle)

Currently, the site consists of a newly constructed 4,081 SF Chase Bank which was approved by Resolution 2017-26. The applicant has requested an Overall Site Plan Amendment to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137). Concurrently, the applicant has requested a Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 2 and Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 3. Upon approval, these requests will allow the construction of a 6,111 square foot Chick-fil-A building and a 2,454 square foot Chipotle building.



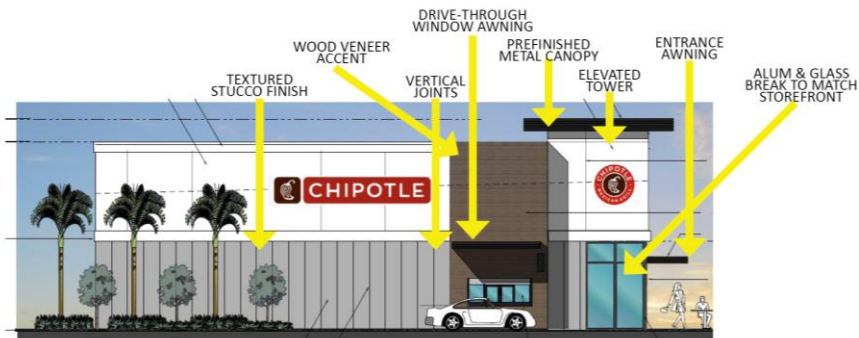
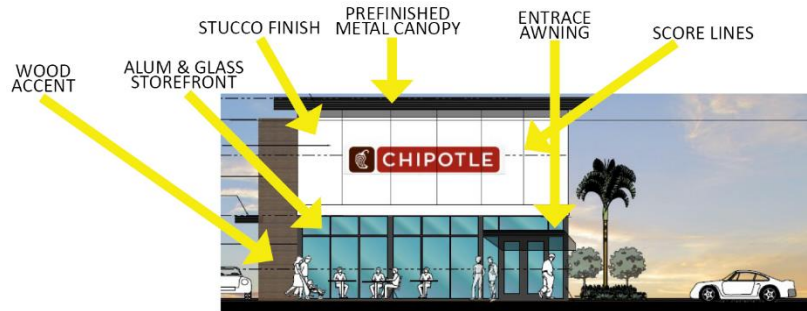
In order to maintain architectural consistency, cohesion, and compatibility within the development, the application has proposed similar architectural elements and design patterns between all parcels. The proposed plans reflect features that complement the existing Chase bank on the property. The Chick-Fil-A will provide the following architectural design elements:

- Providing earth tone, neutral color palette on the building facades, compatible with surrounding buildings
- Window awnings
- Stucco finish
- Covered entrance awnings
- Accent colors to create depth and variation in the façade
- Parapet molding
- Building base accent
- Mechanical equipment screening



The Chipotle design will provide the following architectural design elements:

- Earth tone, neutral color palette
- Stucco finish
- Covered entrance awning
- Drive-through window awning
- Elevated entrance tower
- Aluminum and glass storefront
- Prefinished metal roof canopy
- Vertical joints for façade variation



The proposed plan will create a balance of land uses, which complements the surrounding area. The petitioner has provided Landscape Enhancements, illustrated in the Landscape Plan provided. The proposed landscape improvements, architectural enhancements, and internal walkways shall promote cohesivity and interconnectedness between the existing and proposed uses.

Special Exception for Chick-fil-A (Tract 2) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

- (1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.**

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1, B.2, and Objective G, Policy G.3. It supports the plan's goals of encouraging neighborhood and community type commercial areas that serve the needs of residents while maintaining the integrity of residential areas (B.1). The Chick-fil-A restaurant is compatible with other uses in the CG Commercial General district and will be a new food option in the neighborhood for residents (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along an arterial street (B.2). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio for commercial uses (G.3).

- (2) The proposed special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of this Code.**

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chick-fil-A restaurant/drive-through complies with all additional requirements for operations, traffic, setbacks, and signage.

- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.**

The proposed special exception is compatible with the character and use of the surrounding properties. The Chick-fil-A restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

The proposed Chick-fil-A restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

The anticipated number of customers and staff at the Chick-fil-A restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.
- b. Does not adversely affect property values in adjacent areas.
- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The design of the restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chick-fil-A restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Special Exception for Chipotle (Tract 3) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

- (1) **The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.**

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1 – B.4, and Objective G, Policy G.3 in that it is consistent with the uses established on the Future Land Use Map and serves the needs of residents while maintaining the integrity of natural areas. The Chipotle restaurant use is compatible with other types of development in the CG Commercial General district (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along arterial and collector streets (B2). The mix of commercial uses is consistent with the Future Land Use Map and utilizes setbacks and landscape buffers that meet and exceed code requirements to provide proper screening and separation of uses where adjacent to residential areas on the west property boundary (B.3, B.4). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio maximum requirement for commercial uses (G.3).

- (2) **The proposed special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of this Code.**

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chipotle restaurant/drive-through complies with all requirements for operations, traffic, setbacks, and signage.

- (3) **The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.**

The proposed special exception is compatible with the character and use of the surrounding properties. The restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

- (4) **The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

The proposed Chipotle restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chipotle restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.**
- b. Does not adversely affect property values in adjacent areas.**
- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the Chipotle restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chipotle restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Variance Request Chick-fil-A – 6AM to 10PM hours of operation

Related Applications: *Resolution 2020-02*

Code Section: Sec 34-891

Required: 7 AM-11 PM

Request: 6 AM-10 PM

Details of Variance Request or Appeal: Extend business hours by one hour to open at 6AM, reducing previous variance approval for 24 hours of operation.

Chapter 34, Section 34-602 Variance Request

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

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

The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-through use. Typical operation hours for this franchise are from 6 A.M. to 10 P.M., and the approval of this variance request would allow the restaurant to operate during its typical franchise hours. Restaurants are considered an allowed use within the CG commercial general district, and the proposed use and hours of operation request are appropriate within the zoning district.

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

The special conditions and circumstances do not result from the actions of the applicant. The typical hours of operation for this franchise are regular across most Chick-fil-A locations, and the approval of the variance request would allow the restaurant to operate during its typical franchise hours.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.**

Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-through use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district.

- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chick-fil-A restaurant would not be able to operate its standard franchise hours without a variance.

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

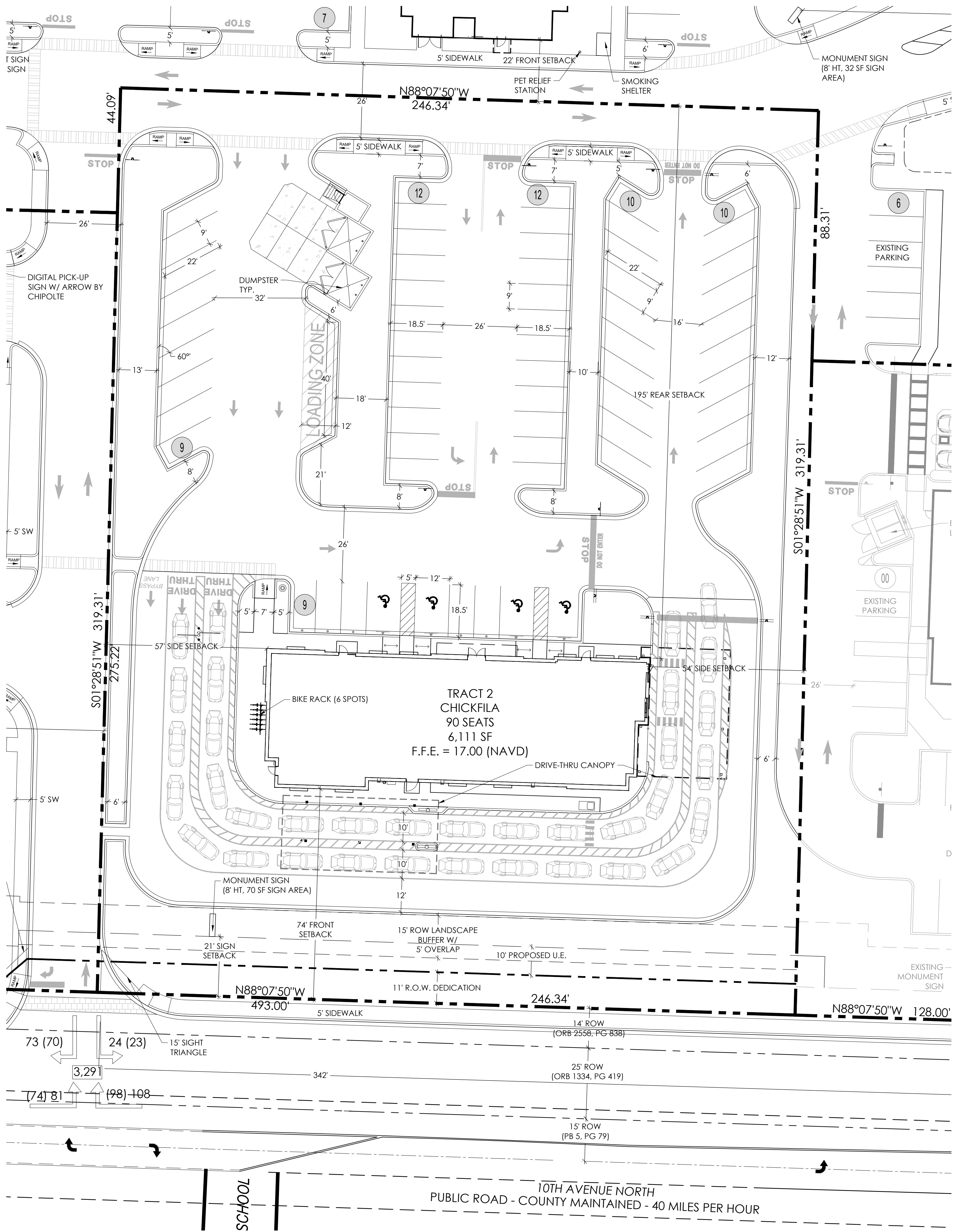
Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

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

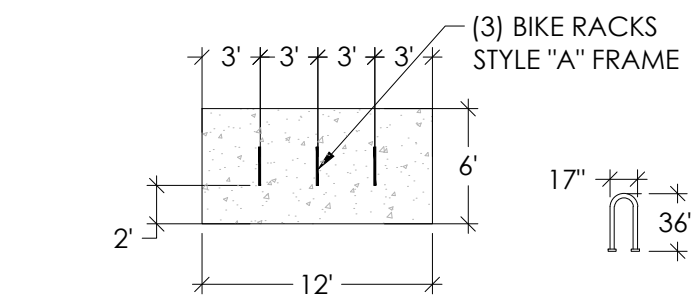
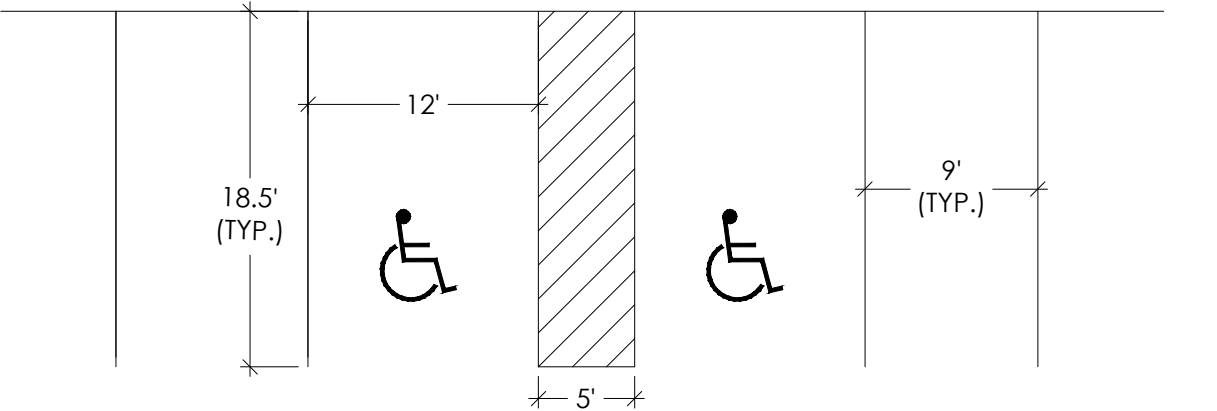
Granting the variance will be in harmony with the general intent and purpose of this chapter. The intent and purpose of the CG commercial general district is to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. The Chick-fil-A will provide convenient food options to the neighborhood, the Village of Palm Springs, and surrounding areas. It is conveniently located at the intersection of Florida Mango Road and 10th Avenue N, which are classified as Urban Principal Arterials and Urban Minor Arterial roads, respectively. Commercial planned developments are allowed as a permitted use within the Commercial General District. The intent and purpose of commercial planned developments is to permit the development of projects consisting of residential, commercial, or industrial, or any combination of residential, industrial, and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic, and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project. The Commercial Planned Development district allows compatible commercial uses within the same development, that are in harmony with the character and development patterns of 10th Avenue N and Florida Mango Road. The proposed use and hours of operation will be in harmony with the intent and purpose of the Commercial General district and Commercial Planned Development district.

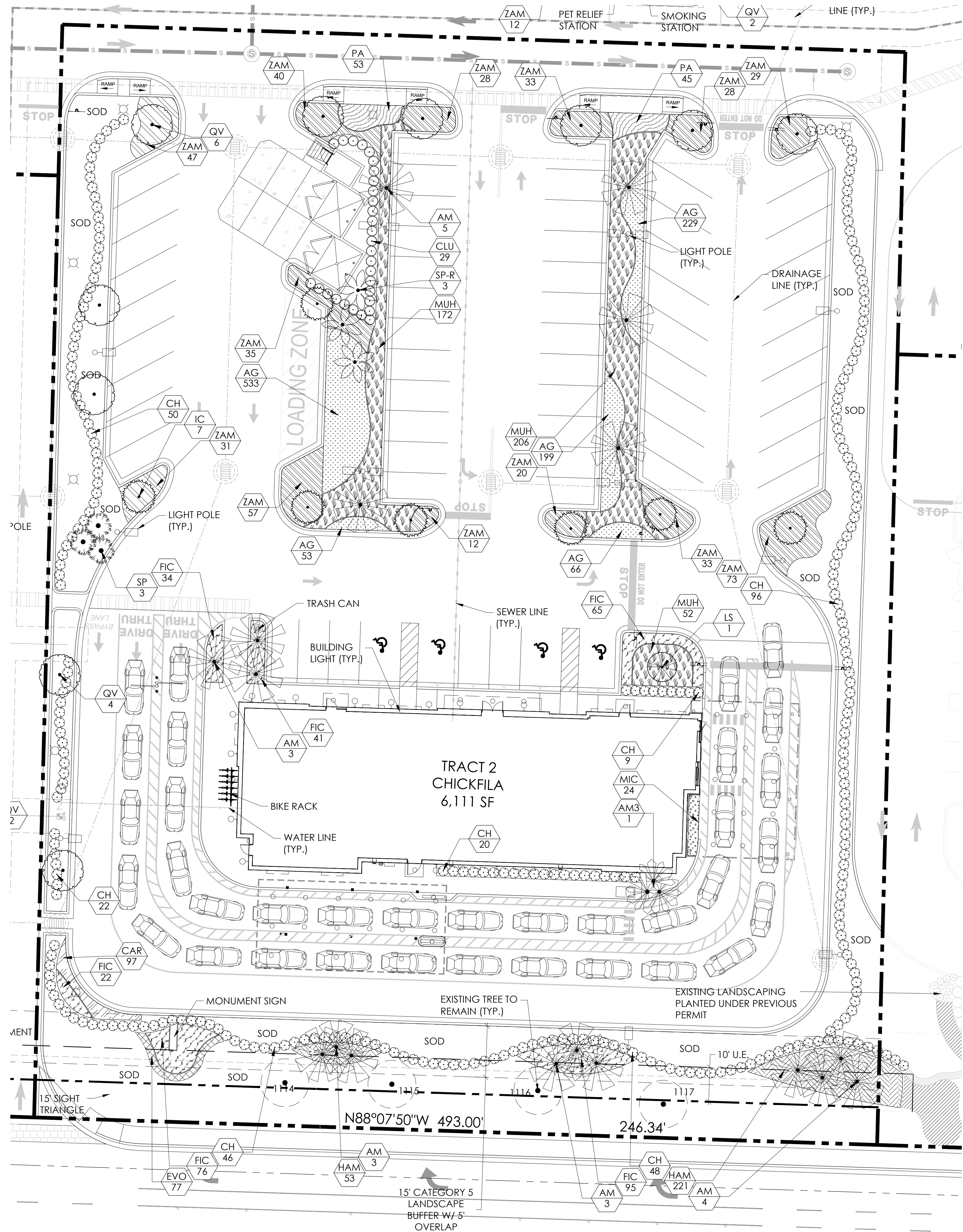
g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. If the variance is approved to allow the hours of operation, the Chick-fil-A restaurant will provide a convenient food option for breakfast. The proposed Chik-fil-A restaurant will be located at the intersection of an Urban Principal Arterial and Urban Minor Arterial roads and will have minimal impact on traffic patterns in the surrounding area. As stated, the hours of 6:00 A.M. are only one hour before the allowed operating hours in the Village (7:00 A.M. to 11:00 P.M.), and 6 AM is the typical opening time for most Chik-fil-A locations. In addition, security and life safety are important to the design and layout of the site. the security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.



SITE DATA	
ADDRESS	2625 10TH AVE. NORTH, PALM SPRINGS, FL
PCN	70-43-44-20-40-002-0000
OWNER	10TH AVENUE PARTNERSHIP, LTD.
TENANT	CHICKFILA
CURRENT USE	MULTISTORY OFFICE BUILDING W/ PARKING
PROPOSED USE	RESTAURANT W/ DRIVE THRU
LAND USE DESIGNATION	COMMERCIAL
ZONING	CG
GROSS SITE AREA	1.81 AC (78,655 SF)
11' ROW DEDICATION	2,710 SF
NET SITE AREA	1.76 AC (76,684 SF)
PROPOSED IMPERVIOUS AREA	59,339 SF (75.4%)
PROPOSED BUILDING COVERAGE	7.8%
PROPOSED BUILDING AREA	6,111 SF
PROPOSED BUILDING HEIGHT	20'-4" HT. MAX
REQUIRED OPEN SPACE	15,731 SF (20% MIN)
PROPOSED OPEN SPACE	19,316 SF (24.6%)
REQUIRED PARKING	30 (1 SPACE PER 3 SEATS)
PROPOSED PARKING	63 (4 ADA SPACES)
TOTAL REQUIRED BIKE SPOTS	4 (1 SPOT PER 1,500 SF OF GROSS BLDG. AREA)
TOTAL PROPOSED BIKE SPOTS	6 BIKE SPACES
REQUIRED SOUTH FACADE PLANTING	135 LF x .25 = 34 LF REQUIRED
PROVIDED SOUTH FACADE PLANTING	70 LF PROVIDED





LANDSCAPE NOTES:

- ALL PLANTS TO BE FLORIDA #1 QUALITY OR BETTER AS DEFINED IN THE LATEST EDITION OF THE FLORIDA GRADES AND STANDARDS FOR NURSEY PLANTS, UNLESS OTHERWISE NOTED.
- ALL PLANTING AND SOD AREAS SHALL RECEIVE 100% IRRIGATION COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM WITH A RAIN SENSOR.
- ALL PLANTING BEDS/ ISLANDS SHALL BE FREE OF SHELLROCK, CONSTRUCTION DEBRIS, OR OTHER MISCELLANEOUS DEBRIS, EXCAVATED TO A DEPTH OF 30" OR TO CLEAN NATIVE SOILS, AND BACKFILLED WITH THE SPECIFIED SOIL MIXTURE.
- ROOT BARRIERS ARE REQUIRED FOR ALL TREES LOCATED WITHIN 10' OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS AND PERMITS FROM LOCAL MUNICIPALITY AND GOVERNING AGENCIES PRIOR TO REMOVAL OF ANY EXISTING VEGETATION OR BEGINNING INSTALLATION.
- IN THE EVENT OF A CONFLICT BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND GRAPHICALLY DEPICTED AND LABELED ON THE PLAN, THE PLAN WILL PREVAIL. IF SUCH CONFLICT IS DISCOVERED, CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT.
- ALL TREES PLANTED UNDER OR NEAR OVERHEAD POWER LINES SHALL COMPLY WITH FPL RIGHT TREE, RIGHT PLACE REQUIREMENTS.
- CONTRACTOR IS REQUIRED TO CALL SUNSHINE 811 TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING, EXCAVATION, OR UNDERGROUND WORK. IF PROPOSED DESIGN CONFLICTS WITH EXISTING OR PROPOSED UTILITY LOCATIONS, CONTRACTOR SHALL IMMEDIATELY CONTACT LANDSCAPE ARCHITECT TO DEVELOP A SOLUTION FOR THE CONFLICT.

LANDSCAPE REQUIREMENT CHART

LOCATION / AREA	CODE REQUIREMENT	REQUIRED	PROVIDED
NET SITE AREA: 78,655 SF	1 TREE PER 2,500 SF	32 TREES	37 TREES
PARKING ISLAND TREES	1 TREE PER ISLAND	8 TREES	15 TREES
WEST PL MEDIAN (280 LINEAR FEET)	1 TREE PER 40' LF	7 TREES	7 TREES
SOUTH PL (230 LINEAR FEET)	1 TREE PER 20' LF 3' HT MEANDERING HEDGE 2 LEVELS OR TIERS	12 TREES 3' HT MEANDERING HEDGE 2 LEVELS OR TIERS	14 TOTAL TREES -4 EXISTING TREES -10 PROPOSED TREES 3' HT HEDGE W/ SECOND TIER
BUILDING FOUNDATION PLANTING	25% OF BUILDING FACADE THAT FACES THE STREET	25% OF 135 LF FACADE	70 LF OF SOUTH (52%) & 19 LF OF EAST (41%)
PALM RATIO	CAN ONLY COUNT FOR LESS THAN 50% OF REQUIRED TREES	LESS THAN 16 OF 32 TREES	14 TREES (44%)
NATIVE SPECIES PLANTINGS RATIO	40% OF PLANTINGS MUST BE NATIVE IF NO WASTEWATER SYSTEM USED	40%	48%

PLANT SCHEDULE TRACT 2

TREES	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AM	19	Adonidia merrillii	Christmas Palm	14-16' OA HT
AM3	1	Adonidia merrillii	Christmas Palm	14-16' OA HT TRIPLE TRUNK
IC*	7	Ilex cassine	Dahoon Holly	12' HT MIN X 5' SPR @ 2.5" CAL. MIN
LS	1	Lagerstroemia speciosa	Queen's Crape Myrtle	14' HT X 7" SPR
QV*	10	Quercus virginiana	Southern Live Oak	12' HT X 5" SPR 2.5" CAL
SP-R*	3	Relocated Sabal palmetto	Cabbage Palmetto	RELOCATED FROM ONSITE
SP*	3	Sabal palmetto	Cabbage Palmetto	18-22' O.A. HT, BOOTED.
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CH*	297	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	48" HT X 36" SPR @ 36" O.C.
CLU	29	Clusia guttifera	Small Leaf Clusia	36" HT X 30" SPR @ 36" O.C.
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
CAR	97	Carissa macrocarpa 'Emerald Blanket'	Emerald Blanket Carissa	12" HT X 12" SPR @ 12" O.C.
FIC*	333	Ficus microcarpa 'Green Island'	Green Island Ficus	12" HT X 12" SPR @ 18" O.C.
HAM	274	Hamelia patens	Firebush	12" HT X 12" SPR @ 18" O.C.
MIC*	24	Microsorium scolopendrium	Wart Fern	12" HT X 12" SPR @ 18" O.C.
MUH*	430	Muhlenbergia capillaris	Pink Muhly	18" HT X 18" SPR @ 24" O.C.
PA	98	Plumbago auriculata	Blue Plumbago	18" HT X 18" SPR @ 24" O.C.
ZAM*	466	Zamia integrifolia	Coontie	18" HT X 18" SPR @ 24" O.C.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	REMARKS
AG	1,080	Arachis glabrata	Perennial Peanut	8" HT X 8" SPR @ 12" O.C.
EVO	77	Evolvulus glomeratus 'Blue Daze'	'Blue Daze'	12" HT X 12" SPR @ 12" O.C.

NOTES:
- ALL AREAS LABELS AS SOD TO BE ST. AUGUSTINE
* FLORIDA NATIVE

LOCATION MAP



Consultants:

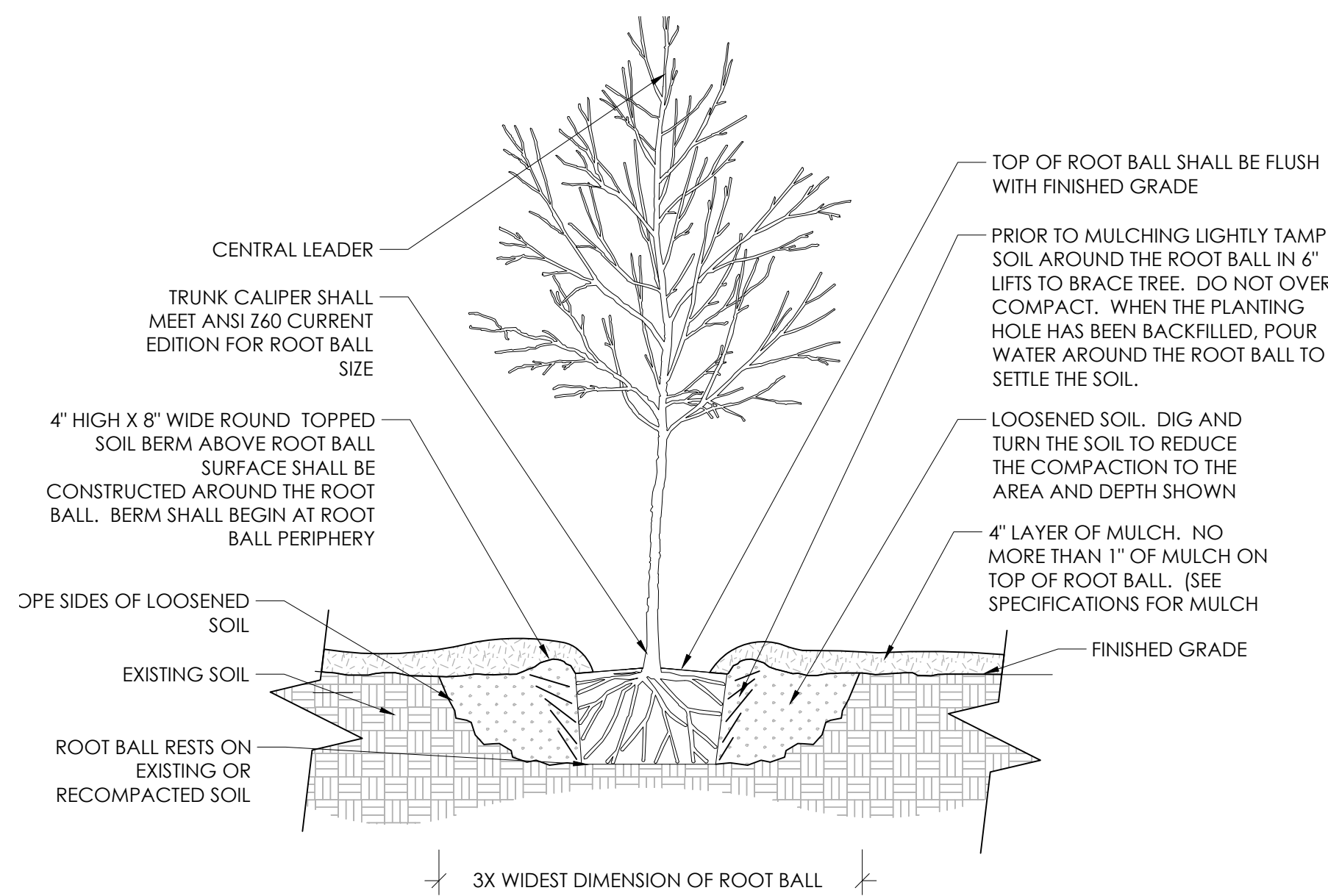
Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

CHICKFILA
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

Drawn By: JG
Drawing #: 1034
Date: 11/02/2023

CHICKFILA
LANDSCAPE PLAN

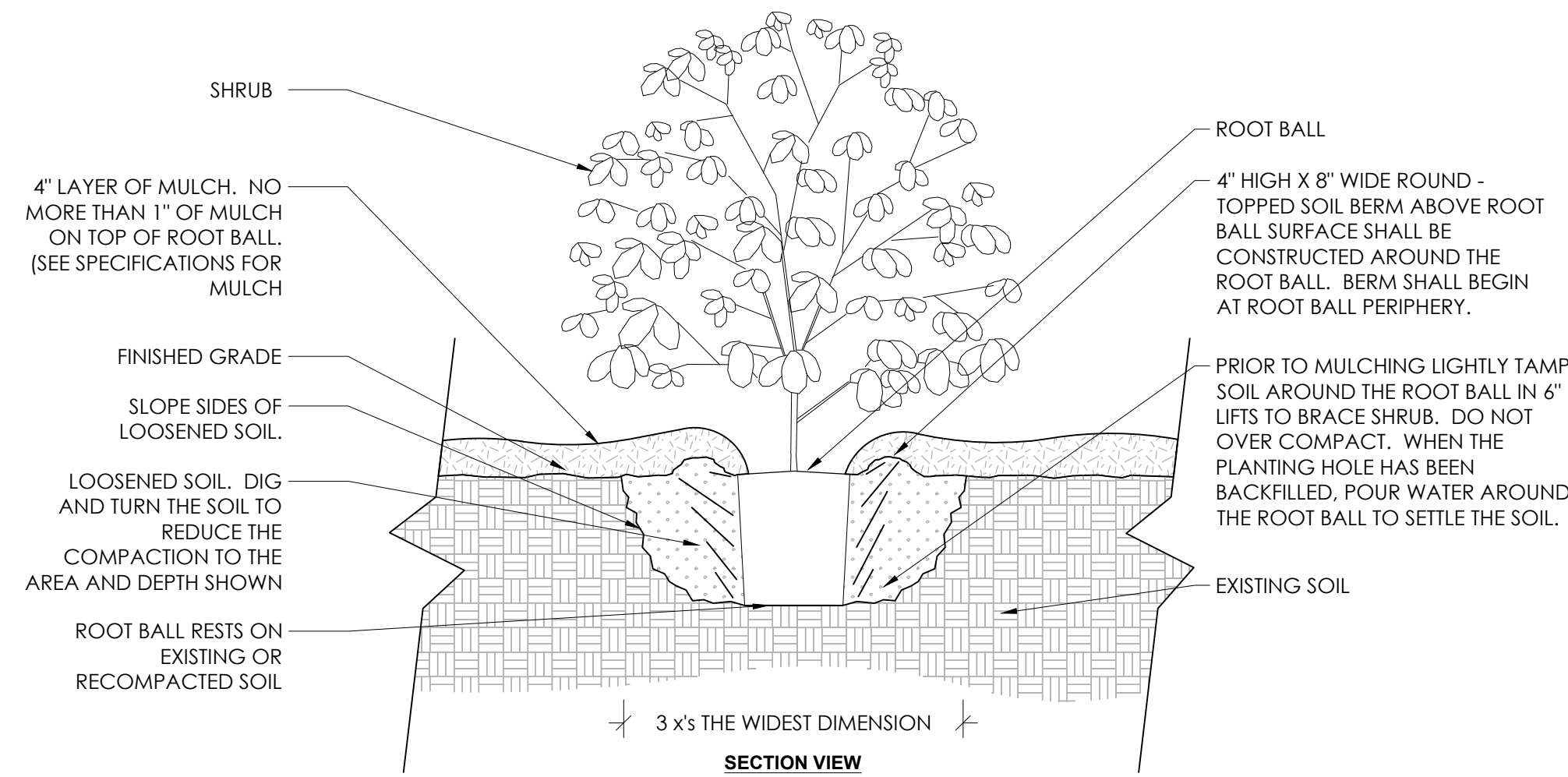
SHEET # LP.1



1 TREE PLANTING DETAIL 1/2" = 1'-0"

NOTES:

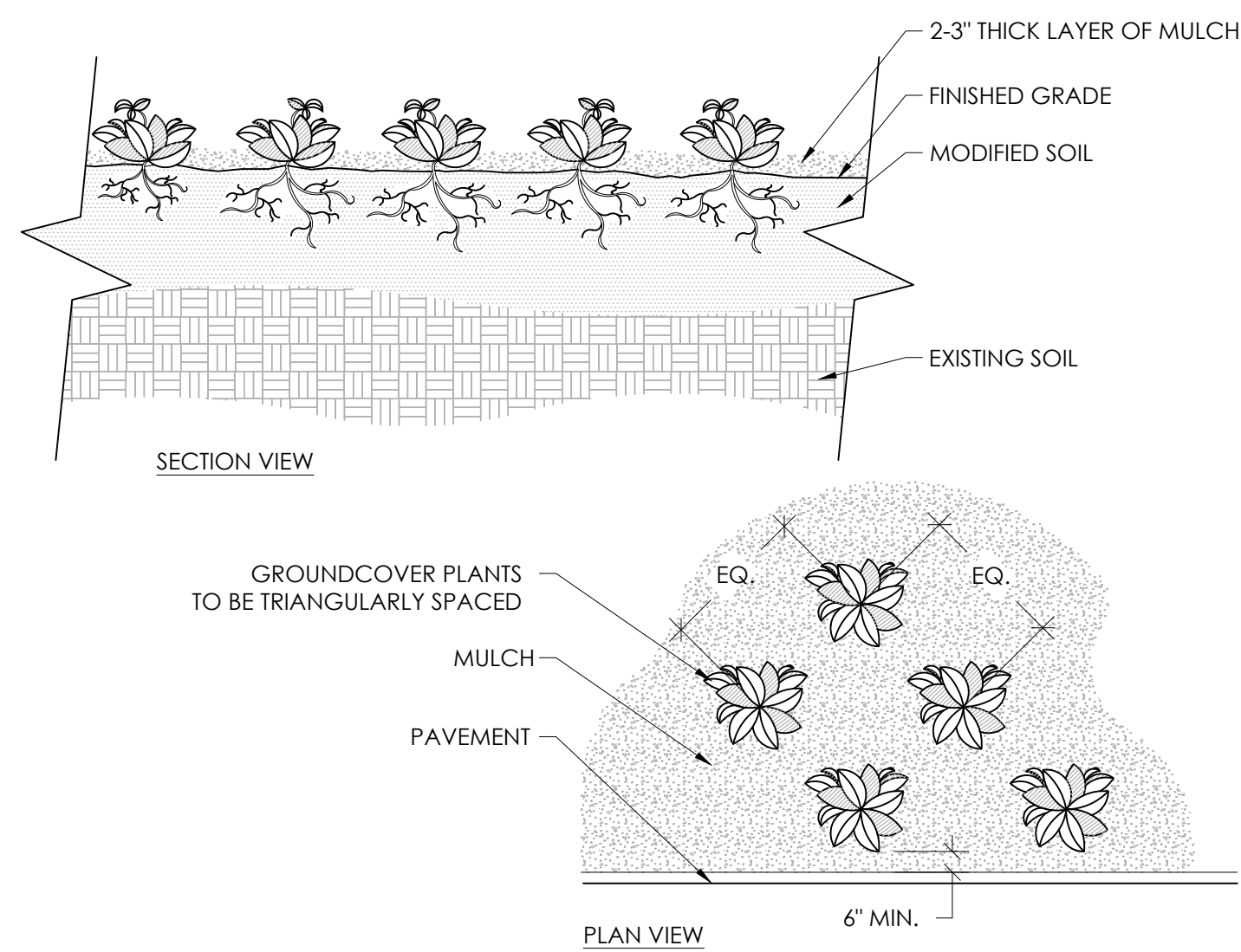
1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



2 SHRUB PLANTING DETAIL 3/4" = 1'-0"

NOTES:

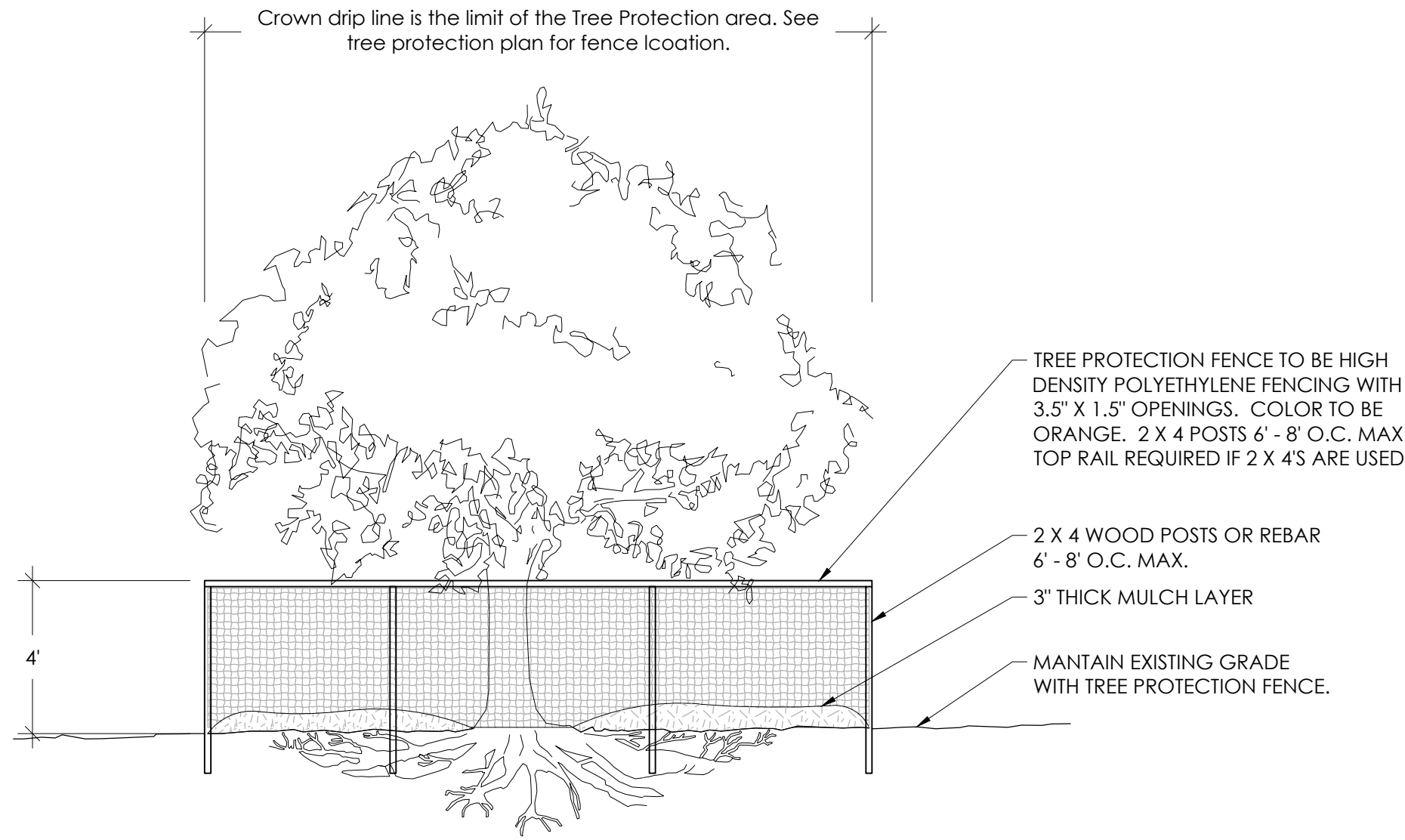
1. SHRUB SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



3 GROUNDCOVER 3/4" = 1'-0"

NOTES:

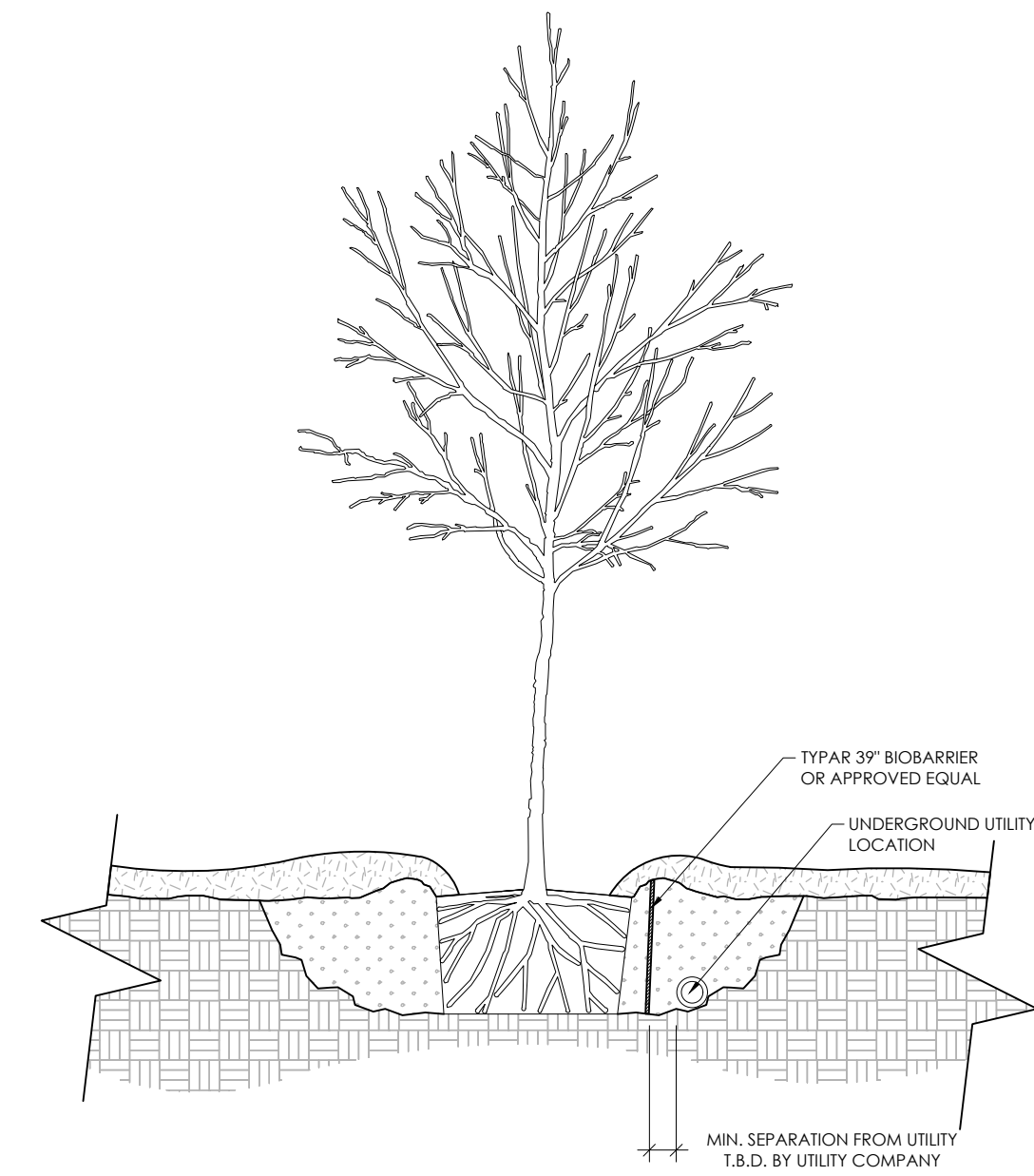
- 1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
- 2- SMALL ROOTS (1/2" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING.
- 3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.



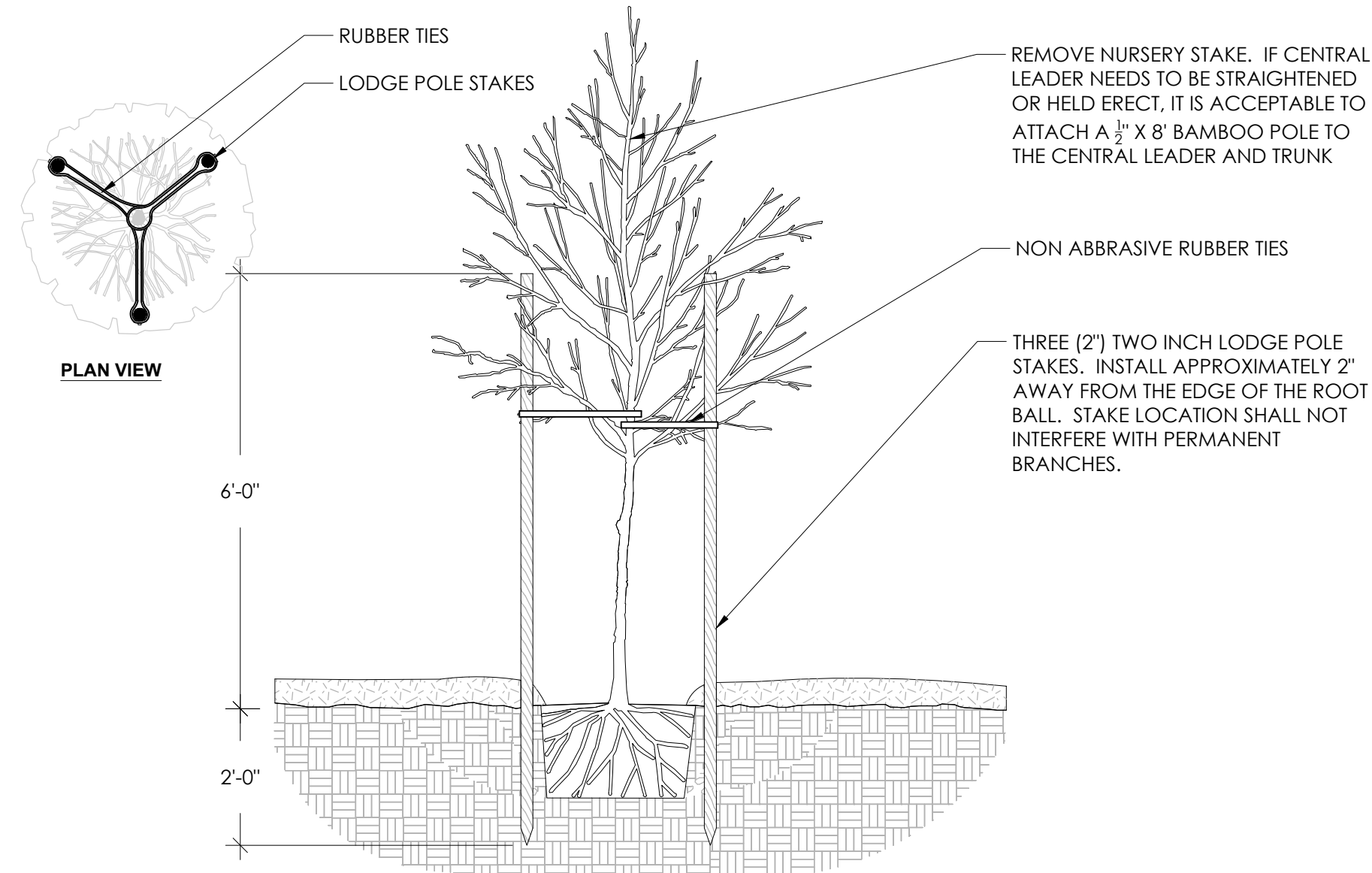
4 TREE PROTECTION DETAIL SCALE : 1/4" = 1'-0"

NOTES:

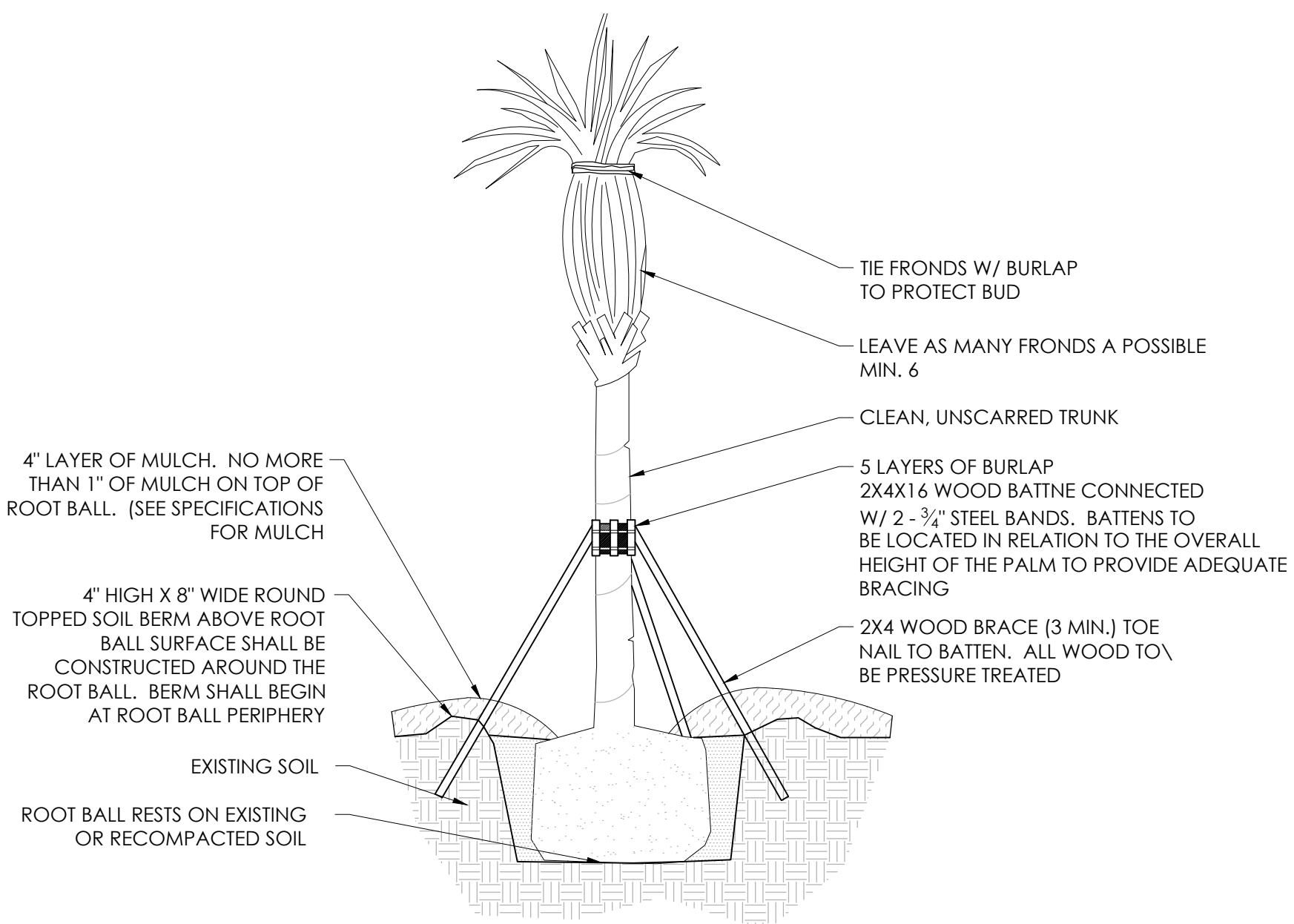
1. KEEP OUT OF TREE PROTECTION AREA
2. FENCE TO BE INSTALLED ALONG DRIPLINE OF EXISTING TREES
3. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.



7 ROOT BARRIER DETAIL 1/2" = 1'-0"



5 TREE STAKING DETAIL 1/2" = 1'-0"



6 PALM STAKING DETAIL SCALE : 1/4" = 1'-0"

Consultants:

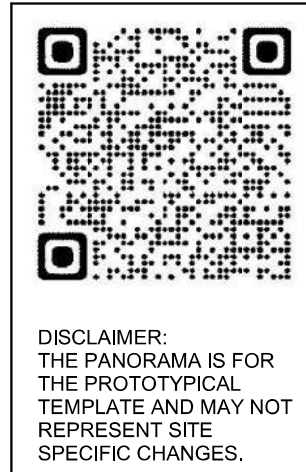
Revisions:
9/22/2023 - Intake
11/06/2023 - Resubmittal

CHICKFILA
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

Drawn By: JG
Drawing #: 1034
Date: 11/02/2023

LANDSCAPE
DETAILS

SHEET # LP.2



DISCLAIMER:
THE PANORAMA IS FOR
THE PROTOTYPICAL
TEMPLATE AND MAY NOT
REPRESENT SITE
SPECIFIC CHANGES.

EXTERIOR FINISHES

SC-1 STUCCO SYSTEM COLOR: STO WHITE FINISH: SAND MEDIUM	EC-1 PREFINISHED METAL COPING COLOR: MINERAL DEPOSIT SW 7652
SC-2 STUCCO SYSTEM COLOR: BRUSHED PEWTER FINISH: SAND MEDIUM	PT-113 EXTERIOR PAINT COLOR: MINERAL DEPOSIT SW 7652 FINISH: SEMI-GLOSS
	ST-1 STOREFRONT COLOR: CLEAR ANODIZED ALUMINUM

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting	No
C1-C	Exterior Canopy	11	6'-4"	1'-0"	0"		Yes
C4-B	Exterior Canopy	3	5'-4"	4'-0"		2'-4"	Yes
C4-G	Exterior Canopy	1	7'-4"	4'-0"		2'-4"	Yes
C4-L	Exterior Canopy	1	28'-4"	4'-0"		2'-4"	Yes
Grand total		16					



PERSPECTIVE VIEW



PERSPECTIVE VIEW



PERSPECTIVE VIEW



PERSPECTIVE VIEW

PROJECT DATA			
Prototype Edition:	LE	Playground	YES
Exterior Finish Type:	TOWER STUCCO	Landscaping Type	STANDARD
Wall Framing Type:	WOOD STUD	LEED Rating	NOT CERTIFIED
Kitchen Type:	CENTERLINE 3.0	Drive Thru Stack Count:	#
Water Filtration Type:	TYPE D: COFFEE-TEA / ICE RO	Drive Thru Number of Approach Lanes:	2
Industrialized Construction:	NO	Drive Thru Number of Ordering Lanes:	2
Number of Parking Spaces:	69	Drive Thru Number of Fulfillment Lanes:	2
Number of Accessible Parking Spaces:	4	Drive Thru Dedicated Bypass Lane:	YES
Cross Parking:	YES	Drive Thru Opening:	DOOR
Menu Board - Interior:	YES	Canopy Structure:	STEEL
Menu Board - Interior - Count:	6	Canopy Type - Order Point:	DOUBLE
Menu Board - Interior - Type:	DIGITAL	Canopy Type - Meal Delivery:	DOUBLE
Menu Board - Walk-up:	NO	Seal Count - Interior:	100
Menu Board - Walk-up - Count:	0	Seal Count - Exterior:	0
Menu Board - Walk-up - Type:	N/A	Number of Walk-up Windows:	0
Menu Board - Order Point:	YES	Number of Registers:	3
Menu Board - Order Point - Count:	4	Building Area Square Footage:	6111 SF
Menu Board - Order Point - Type:	DIGITAL		
Planned Classification:	MODIFIED-HIGH		

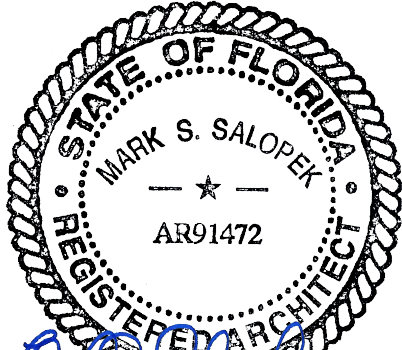


Chick-fil-A

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Mark S. Salopek, LLC

701 W. Lakeside Ave, Apt. # 503
Cleveland, OH 44113
Phone 330.572.2112

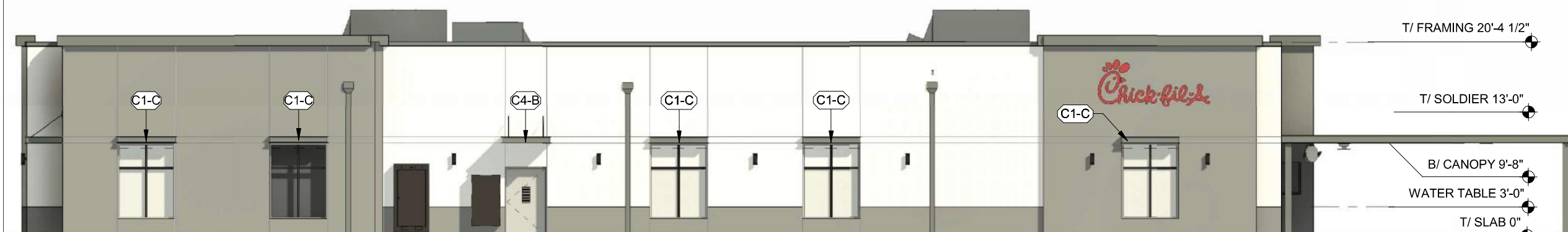


10/31/23



PERSPECTIVE VIEW

REF. ENCLOSURE FINISHES	
EC-1 PREFINISHED METAL COPING COLOR: MINERAL DEPOSIT, SW 7652	
SC-2 STUCCO SYSTEM COLOR: BRUSHED PEWTER FINISH: SAND MEDIUM	



EXTERIOR ELEVATION



EXTERIOR ELEVATION

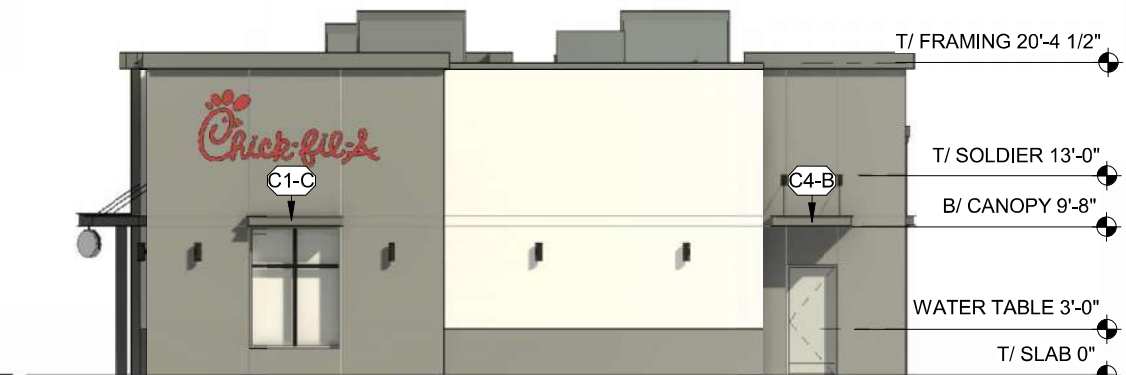


PERSPECTIVE VIEW

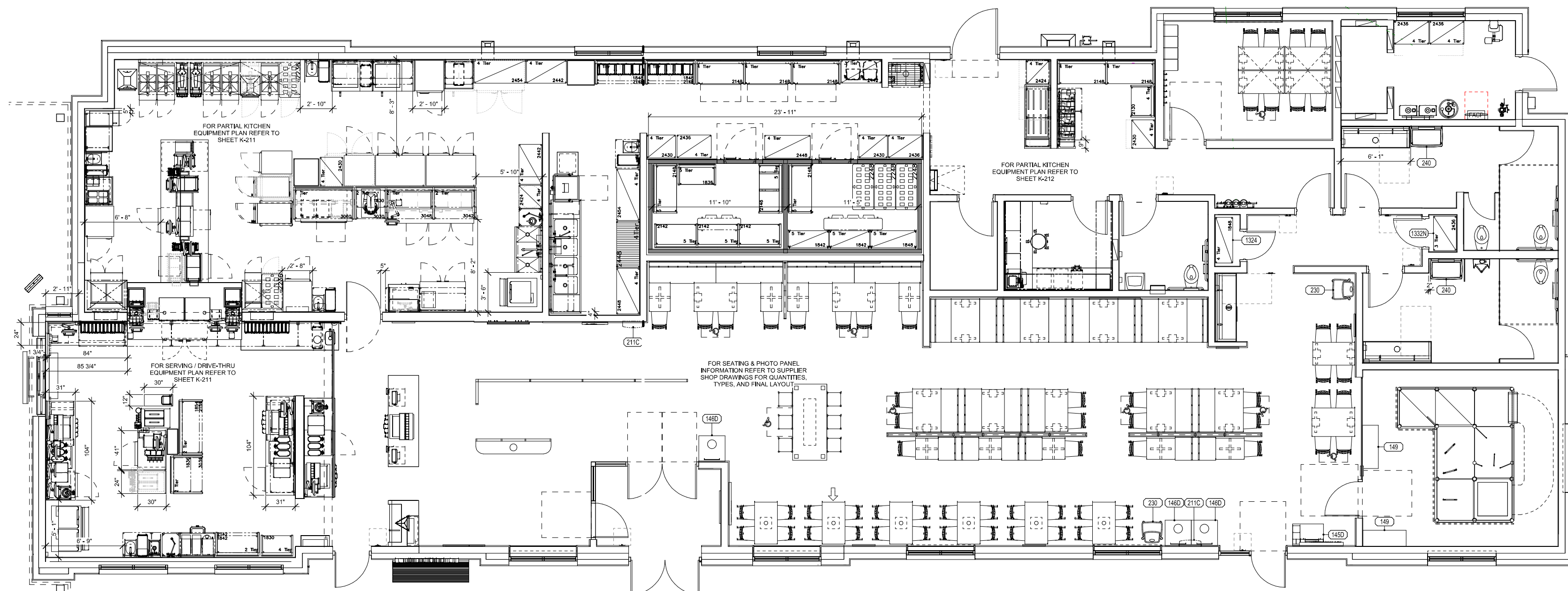
OP CANOPY FINISHES	
CP-1 PREFINISHED METAL COLOR: MINERAL DEPOSIT SW 7652	
CP-2 METAL DECKING COLOR: WHITE	



EXTERIOR ELEVATION



EXTERIOR ELEVATION



FLOOR PLAN

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FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CP-1	CANOPY METAL FASCIA		DURA COAT	DC19ST-2703	MATCH MINERAL DEPOSIT, SW 7652	
CP-2	CANOPY METAL DECK				WHITE	SMOOTH WHITE, HIGH GLOSS
EC-1	CANOPY METAL DECK / PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MATCH MINERAL DEPOSIT, SW 7652	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 7652	MINERAL DEPOSIT	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 7652	MINERAL DEPOSIT	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL		STO WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL		BRUSHED PEWTER	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		CLEAR ANODIZED ALUMINUM	

CHICK-FIL-A
PALM SPRINGS

2625 10TH AVE N.
PALM SPRINGS, FL 33461

FSR#05505

BUILDING TYPE / SIZE: P14 LE XP

RELEASE: 23.05

PRINTED FOR DD PACKAGE

REVISION SCHEDULE

NO. DATE DESCRIPTION

CONSULTANT PROJECT # 2023223.27

DATE 06/16/23

DRAWN BY Author

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SHEET DESIGN OVERVIEW - BRICK

SHEET NUMBER

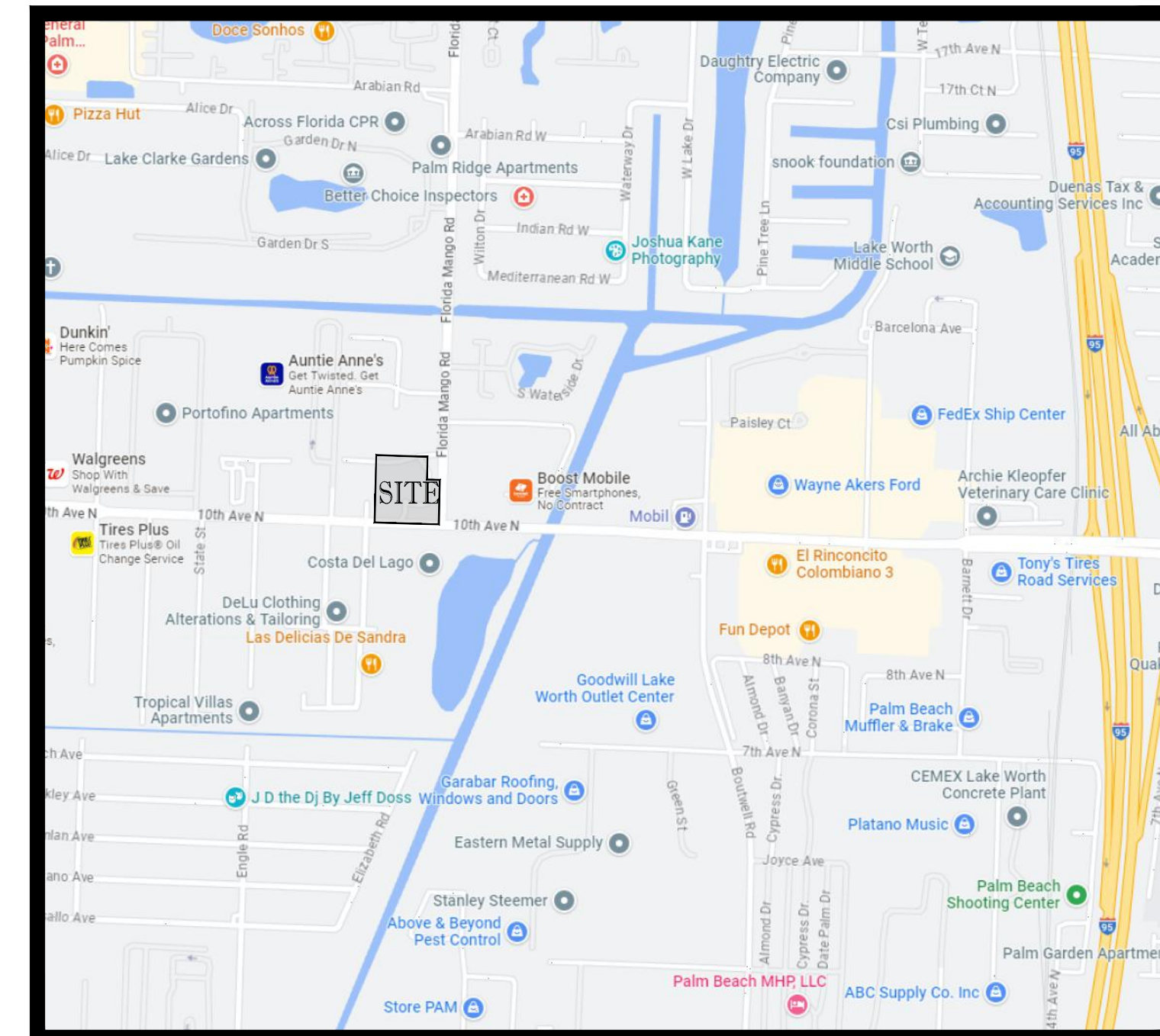
X-900

PRELIMINARY ENGINEERING PLANS
FOR:
VILLAGE COLLECTION
OF PALM SPRINGS

OWNER:
PARTNERSHIP

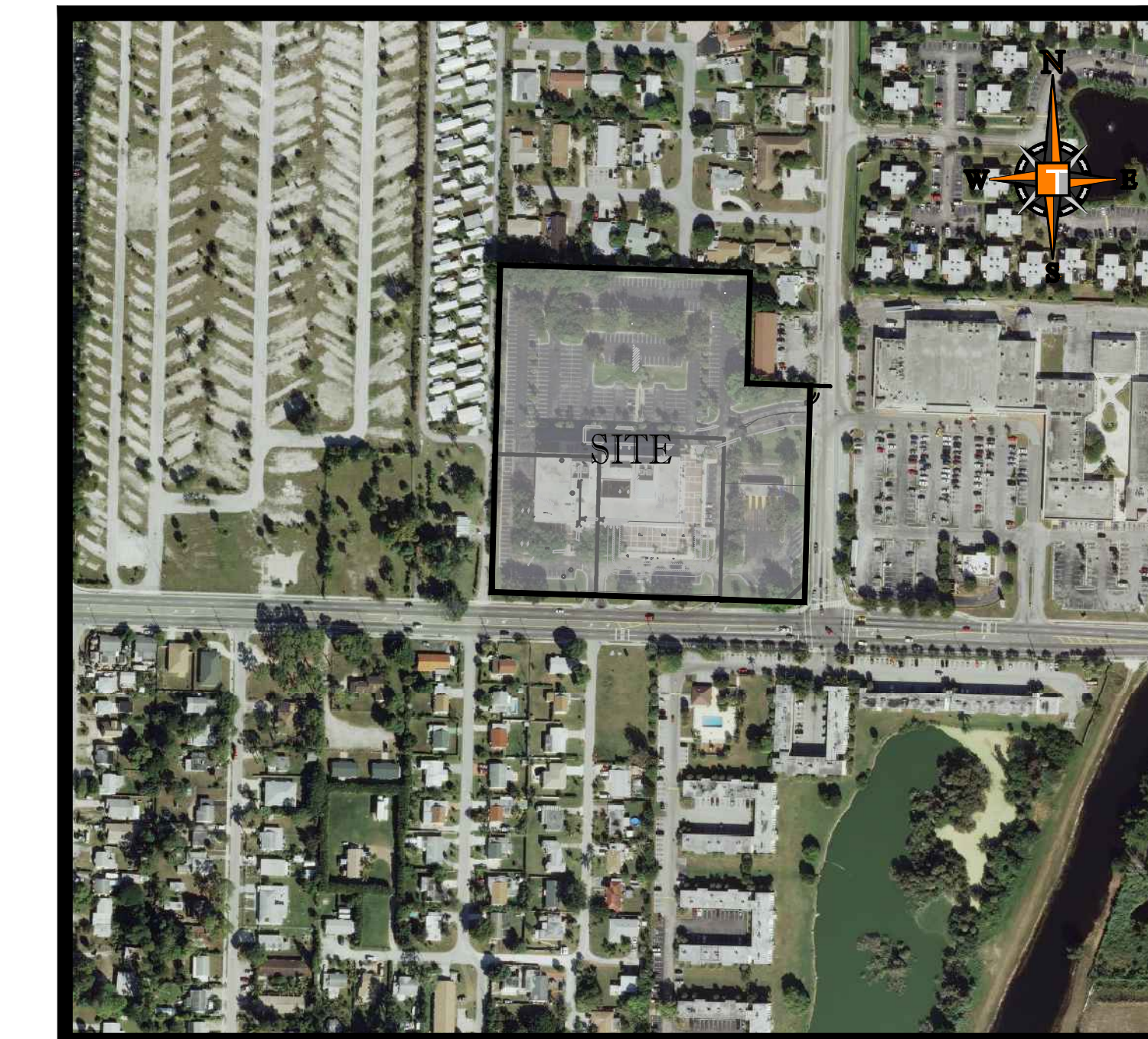
LOCATION MAP

N.T.S.



VICINITY \ AERIAL MAP

N.T.S.



SHEET INDEX

Sheet Number	Sheet Title
C-00	COVER SHEET
C-01	GENERAL NOTES
C-02	EROSION CONTROL PLAN
C-03	DEMOLITION PLAN
C-04	PGD PLAN
C-05	PGD DETAILS
C-06	CROSS SECTIONS
C-07	UTILITY PLAN
C-08	UTILITY PROFILES
C-09	UTILITY DETAILS
C-10	UTILITY DETAILS
C-11	UTILITY DETAILS

[illegible]

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DRAWN BY:	MJ
CHECKED BY:	BM
CAD I.D.:	FJ230012-COVER-SHEET

PROJECT:

**PRELIMINARY
ENGINEERING
PLANS**

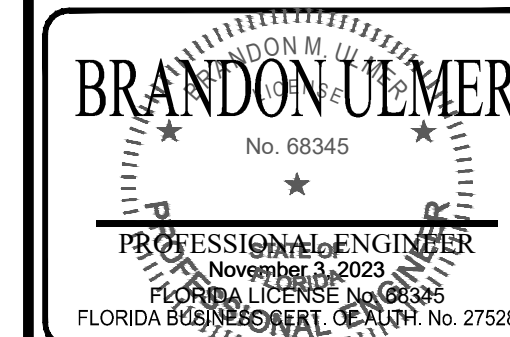
— FOR —
VILLAGE COLLECTION
OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

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SHEET TITLE:

COVER SHEET

SHEET NUMBER:

C-00

ELEVATIONS BASED ON NAVD '88



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Know what's below.
Call before you dig.
(P.B. 5, PG. 79)

LOT 1
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 2
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 3
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 4
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

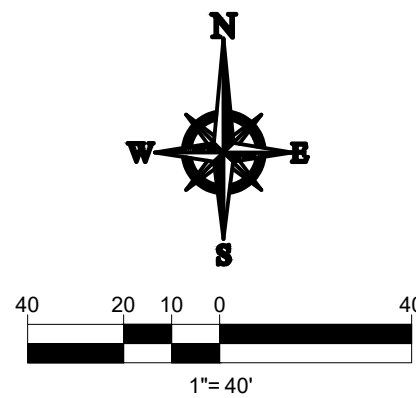
LOT 24
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

TRACT 8
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)

TRACT 23
"MODEL LAND COMPANY"
"SUBDIVISION"

NOTES

1. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING.
2. ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH COUNTY AND LOCAL UTILITY COMPANY REQUIREMENTS. ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
3. CONTRACTOR SHALL REFER TO CONSTRUCTION PHASING PLANS FOR ORDER OF REMOVAL OF ANY UTILITIES AND/OR STRUCTURES.



DEMOLITION NOTES:

1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
641 NORTHEAST SPENCER STREET,
JENSEN BEACH, FL 34957
DATED: 09/11/16
2. THOMAS ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
3. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP, LLC IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
4. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR TO:
 - A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL LOCATION CERTIFICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.
 - B. ENSURING COPIES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
 - C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
 - D. LOCATE/CAAP ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.
 - E. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
 - F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
 - G. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
 - H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE.
5. SAFETY OR SUPERVISION, CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY.
6. TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE, THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.
10. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.
16. CONTRACTOR SHALL REFER TO LANDSCAPING PLAN FOR TREE REMOVAL.
17. SOIL STABILIZATION SUCH AS SEEDING, WETTING, AND MULCHING WHICH MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSION GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE COMPLETED PROGRESSIVELY AS VEGETATION REMOVAL OCCURS WITHIN A GIVEN AREA OF THE SITE. EXCAVATION, FILL PLACEMENT, VERTICAL CONSTRUCTION OR SOIL STABILIZATION SHALL BEGIN WITHIN 15 DAYS, AND SHALL BE COMPLETE WITHIN 30 DAYS OF VEGETATION REMOVAL WITHIN A GIVEN AREA OF THE SITE.
18. DISPOSAL OF LAND CLEARING DEBRIS SHALL BE CHIPPED ON SITE AND/OR DELIVERED TO APPROVED MARTIN COUNTY CHIPPING FACILITY. ALL NONVEGETATIVE DEBRIS SHALL BE DISPOSED OF AT AN APPROVED LANDFILL SITE.

LEGEND:

- SF — PROPOSED SILT FENCE
- [Hatched Box] LIMITS OF DISTURBANCE AREA OF DEMOLITION, CLEARING & GRUBBING



1600 W. FLETCHER AVE
TAMPA, FL 33612
P. 813-379-1400

REVISIONS

REV.	DATE	COMMENT	BY



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PROJECT No.: FJ230012
DRAWN BY: MUL
CHECKED BY: BMU
CAD I.D.: FJ230012-DEMO-PLAN

PROJECT:
**PRELIMINARY
ENGINEERING
PLANS**
FOR
**VILLAGE COLLECTION
OF PALM SPRINGS**

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA



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SHEET TITLE:
DEMOLITION PLAN

SHEET NUMBER:
C-03

ELEVATIONS BASED ON NAVD '88

TRACT 10
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)

LOT 1
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 2
PER PLAT OF
"MANGO HEIGHTS"
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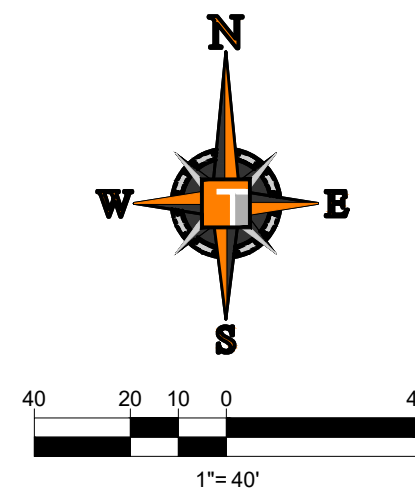
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"MANGO HEIGHTS"
(UNRECORDED)

LOT 4
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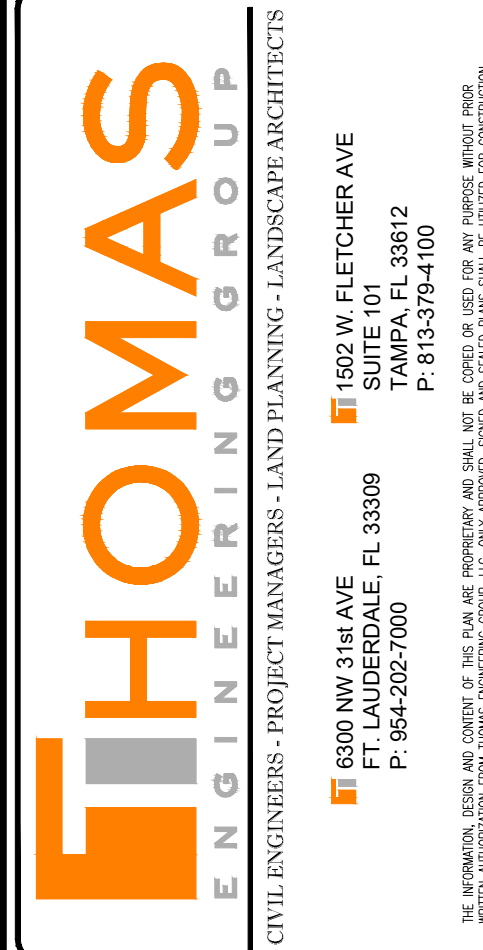
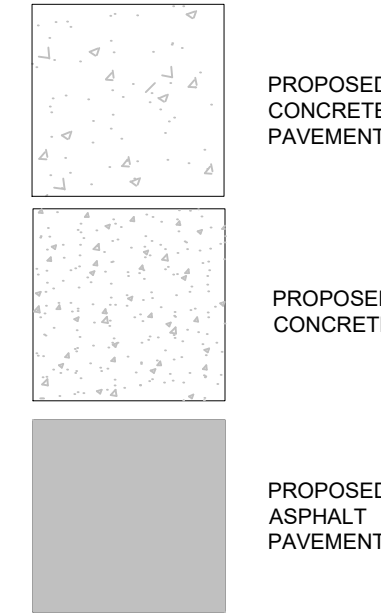
LOT 24
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

TRACT 8
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)

TRACT 23
"MODEL LAND COMPANY
SUBDIVISION"



HATCH LEGEND



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CAD I.D.: FJ230012-PGD

PROJECT:
**PRELIMINARY
ENGINEERING
PLANS**
FOR
**VILLAGE COLLECTION
OF PALM SPRINGS**

10th AVE PARTNERSHIP
VILLAGE OF PALM SPRINGS
FLORIDA



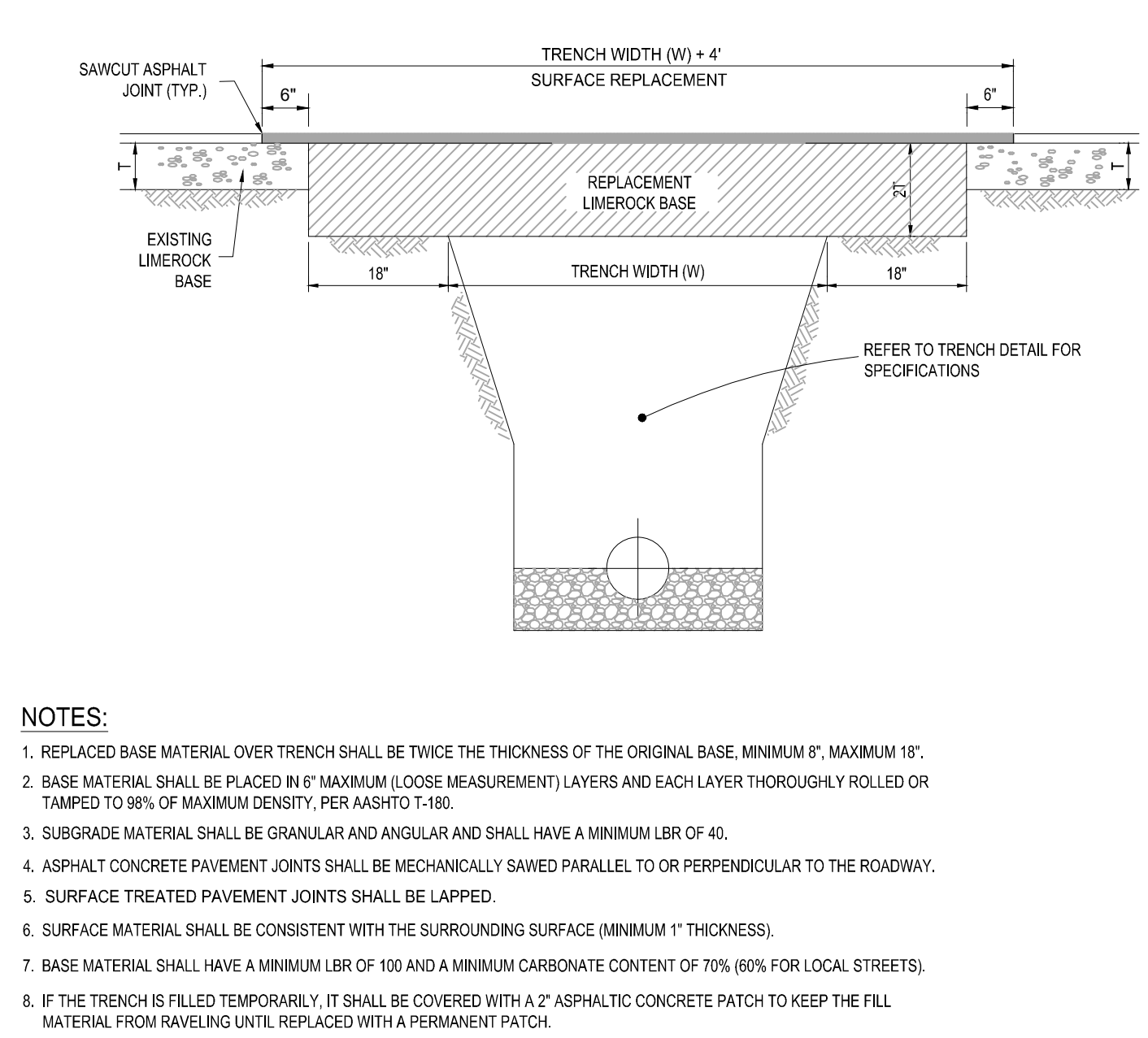
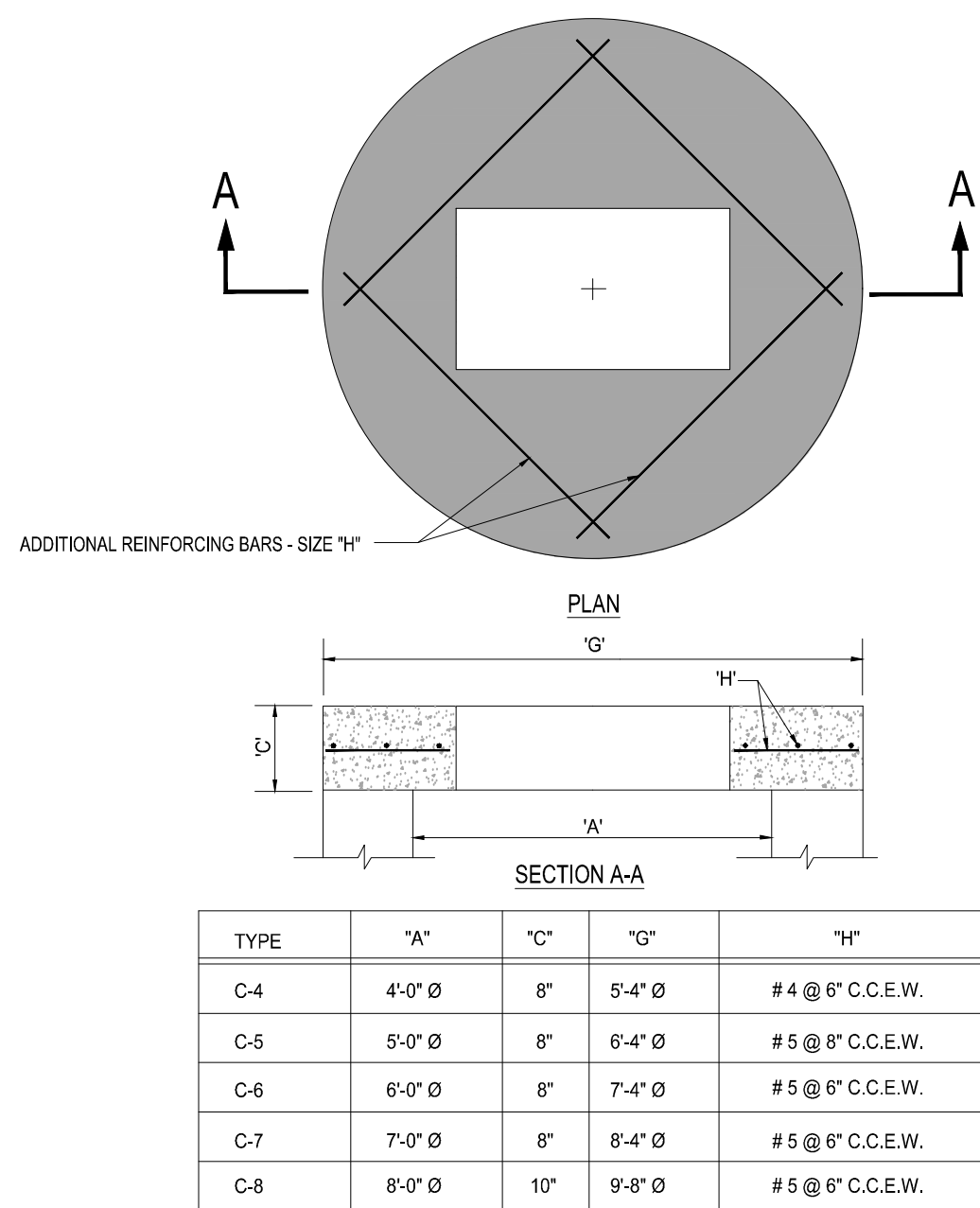
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SHEET TITLE:
PGD PLAN
SHEET NUMBER:
C-04
ELEVATIONS BASED ON NAVD '88

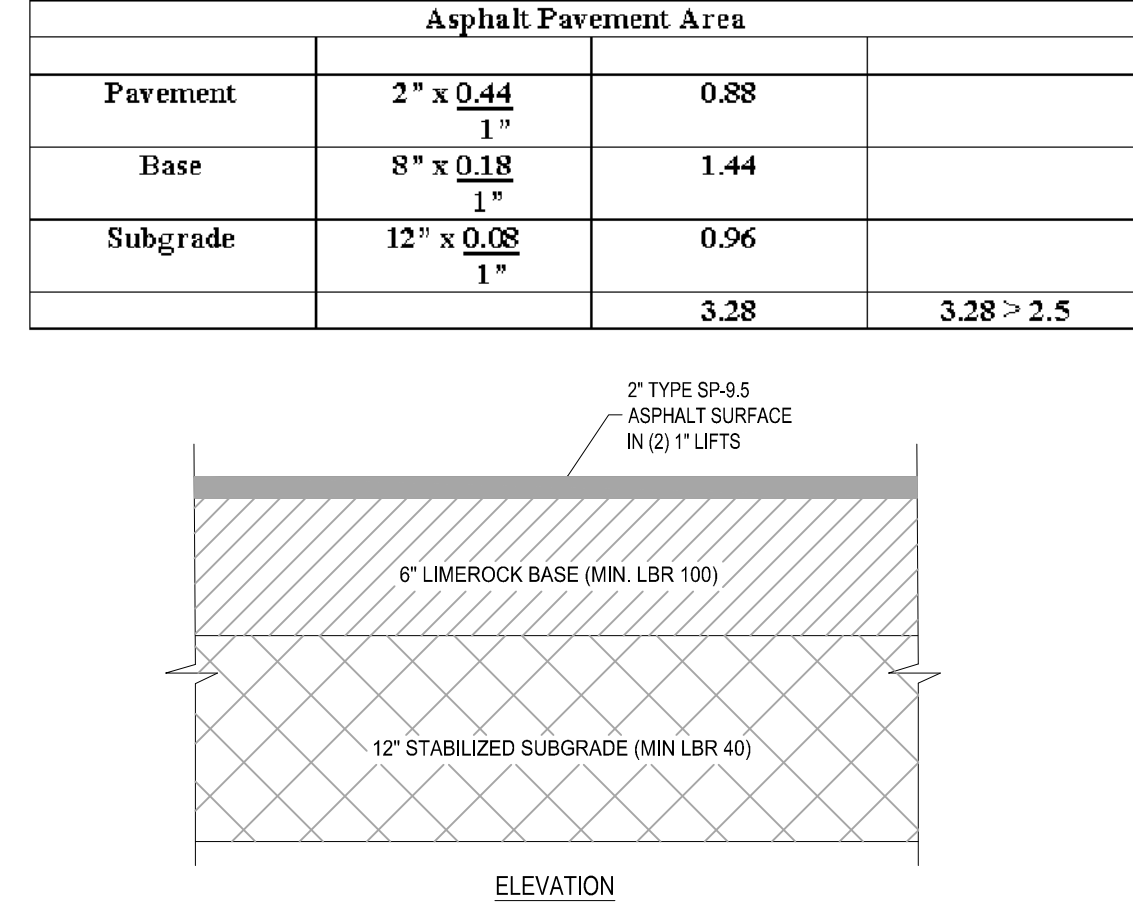
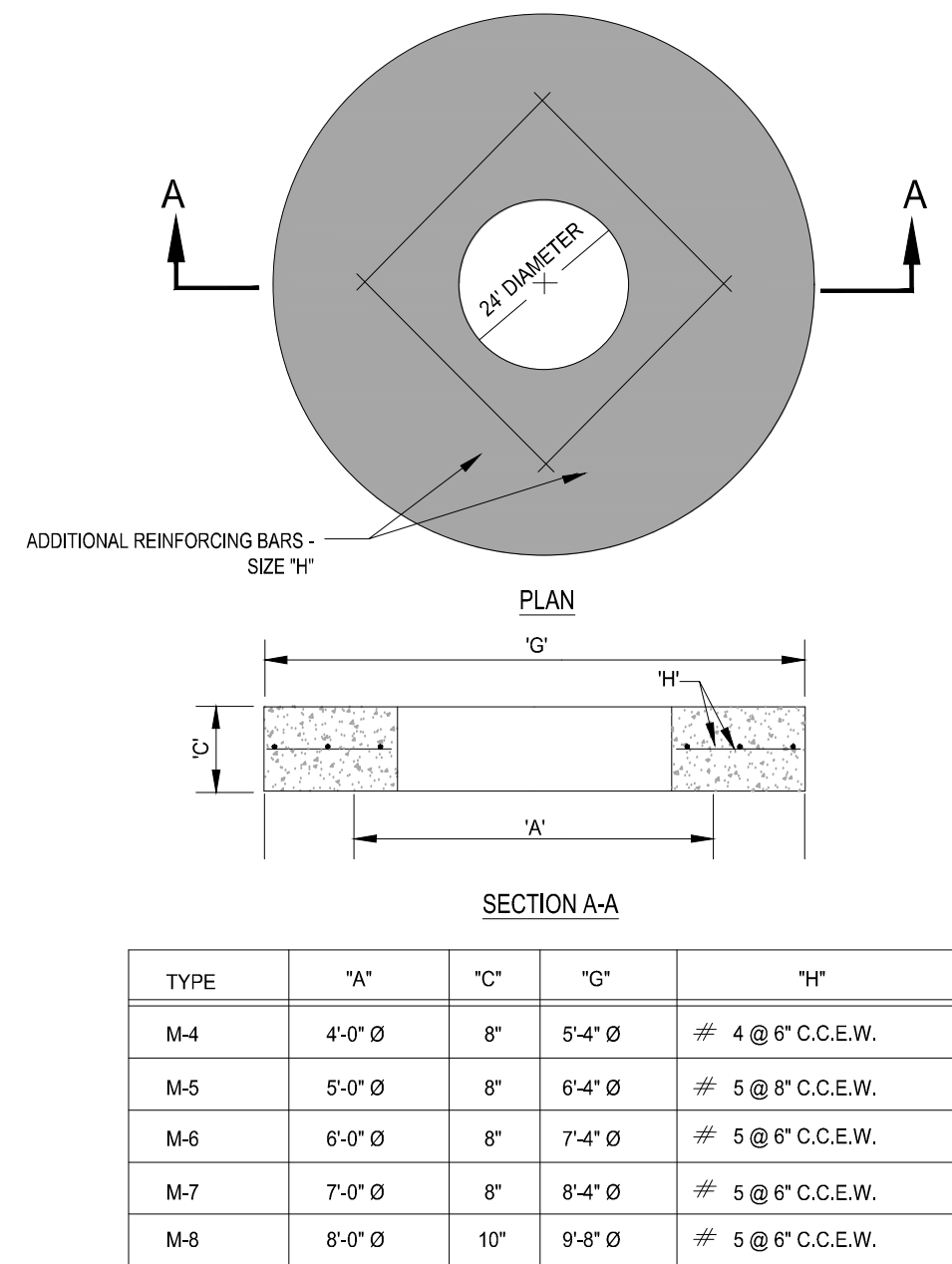
- GENERAL NOTES:
- Damages to loops or any signal equipment caused by construction of this project must be repaired or replaced to original or better condition at no cost to Palm Beach County.
 - Contractor shall contact Palm Beach County Traffic Operations at 561-233-3900 forty-eight (48) hours prior to construction if work is being done within 10 feet of any signal equipment.
 - All construction and restoration work within Palm Beach County Right of Way shall comply with the latest edition of the FDOT Standard Index and the FDOT Standard Specifications for Road and Bridge Construction.

PAVEMENT SECTION IN RIGHT OF WAY SHALL BE AS FOLLOWS:
1" Type S-III Asphaltic Concrete
Tack Coat at 0.05 gal/sy
1.5" Type S-I Asphaltic Concrete
RC-70 Prime Coat at 0.10 gal/sy
13.5" Baserock (6" max lifts)
12" Compacted Subgrade
8" ABC-3 may be substituted for 13.5" of baserock
Both base and subbase shall be compacted to 98% Dry Density per AASHTO T-180



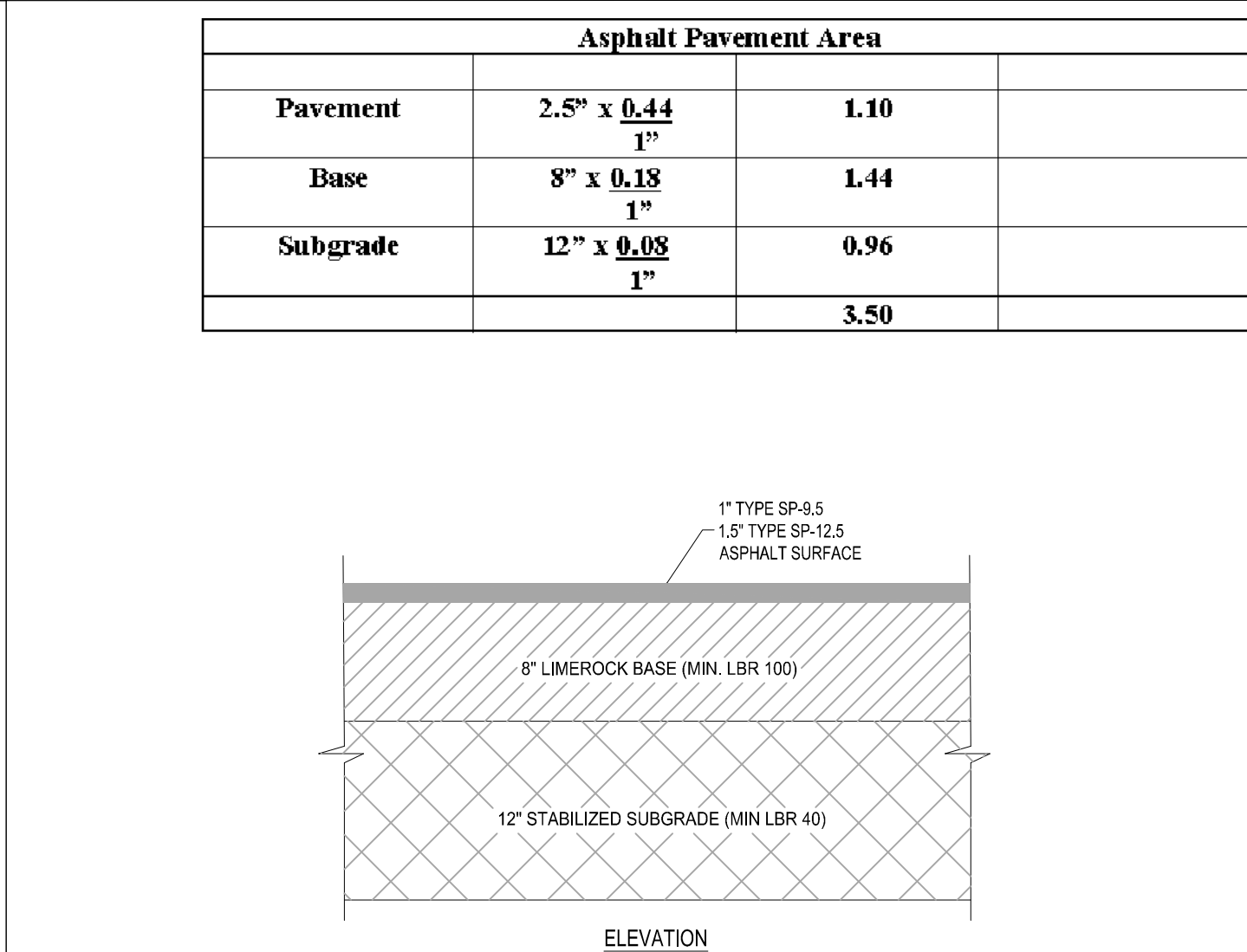
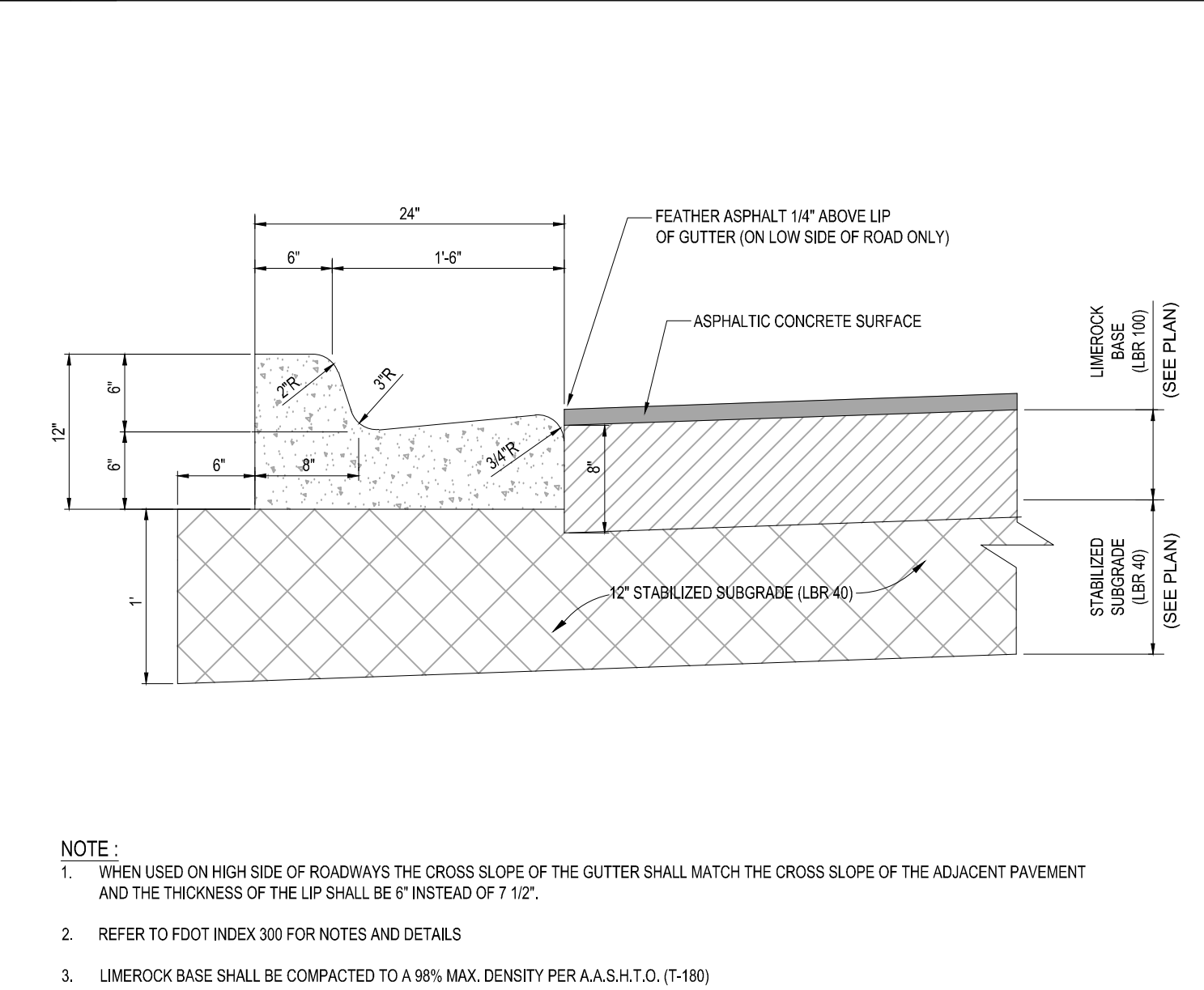
4	PAVEMENT RESTORATION DETAIL
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SCALE: NONE



8 STANDARD ASPHALT PAVEMENT DETAIL

SCALE: NONE



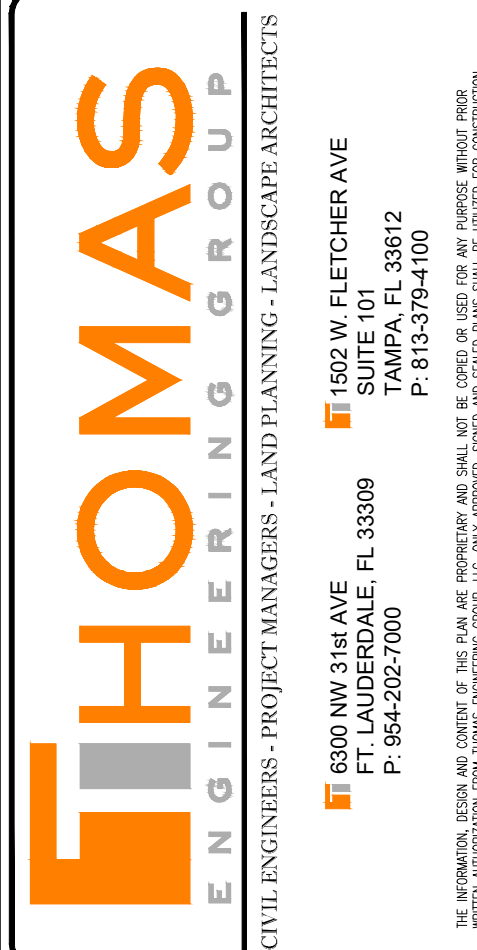
12 HEAVY DUTY ASPHALT PAVEMENT DETAIL

SCALE: NONE



PAVEMENT LEGEND

- (A) **WEARING SURFACE**
INSTALLATION OF THE 2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE . PARKING AREAS MAY PROVIDE (2) - 3/4" LIFTS.
- (B) **8" LIME ROCK BASE**
LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100) WITH ENGINEER'S APPROVAL. LIME ROCK SHALL EXTEND 12" BEYOND ASPHALT LIMITS.
- (C) **SUB-BASE: 12" STABILIZED SUB-BASE (LBR 100) COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180.**
SUB-BASE SHALL EXTEND 12" BEYOND LIME ROCK / CONCRETE LIMITS.
- (D) **CONCRETE SIDEWALK:**
4" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.
- (E) **COMPACTED SUB-BASE :**
12" COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

[illegible]

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DRAWN BY:	MJ
CHECKED BY:	BM
CAD I.D.:	FJ230012-SECTION:

PROJECT:

**PRELIMINARY
ENGINEERING
PLANS**

FOR

**VILLAGE COLLECTION
OF PALM SPRINGS**

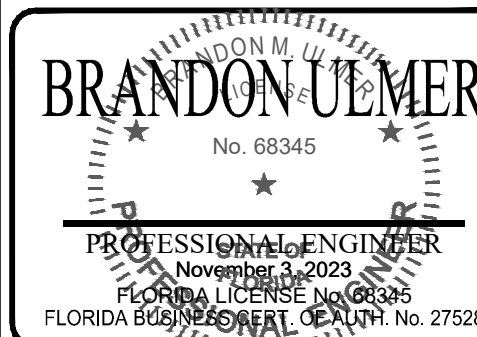
10th AVE PARTNERSHIP

**VILLAGE OF PALM SPRINGS
FLORIDA**



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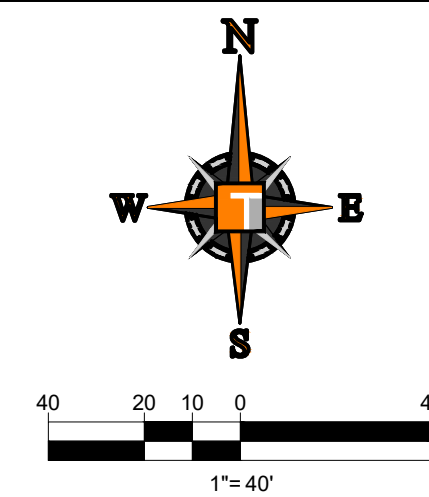
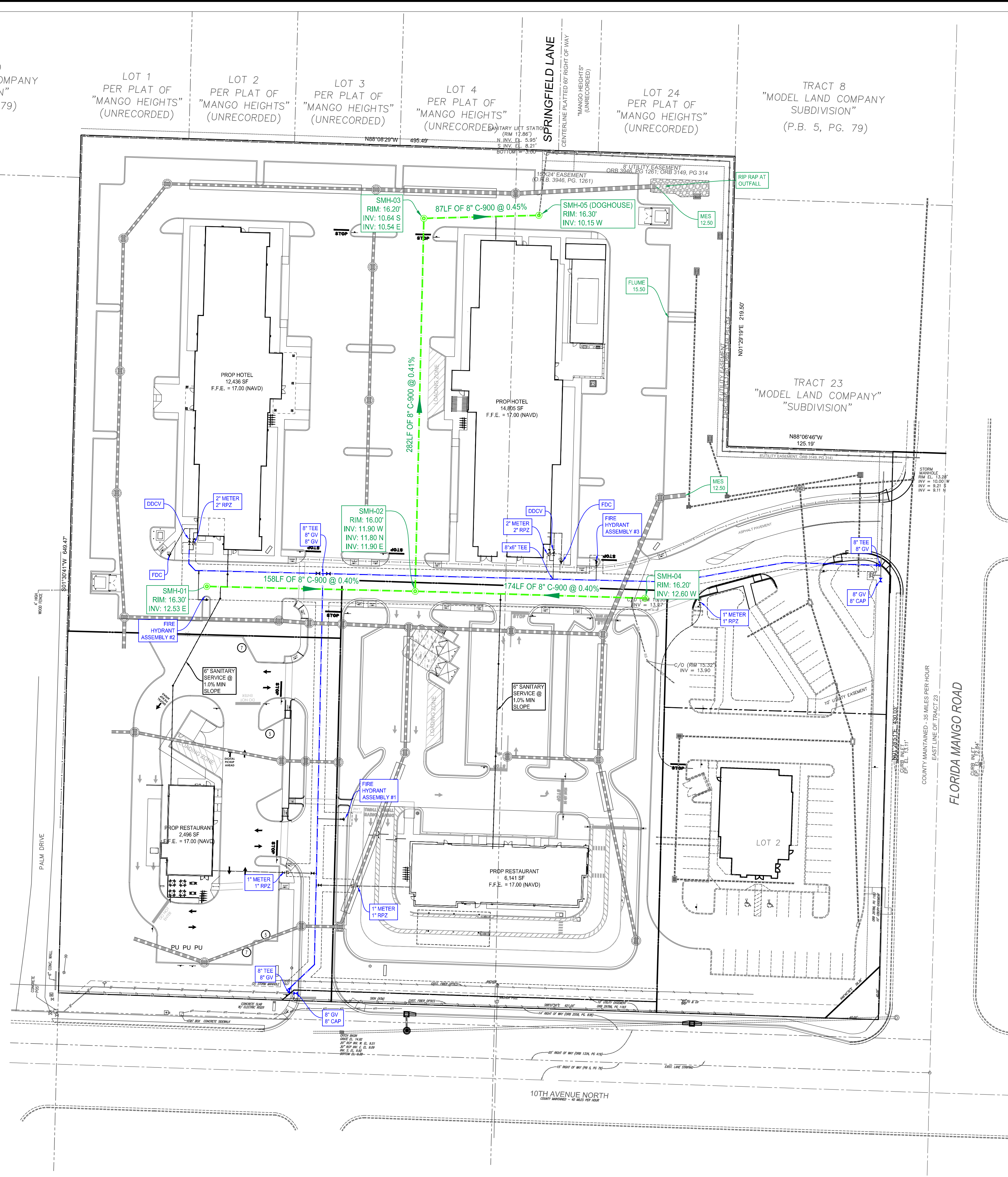
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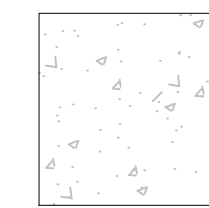
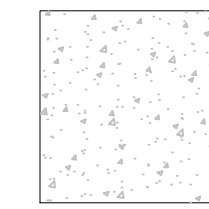
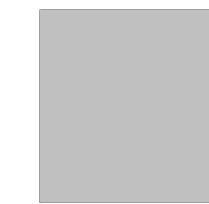
SHEET TITLE:
CROSS SECTIONS

SHEET NUMBER:
C-06

ELEVATIONS BASED ON NAVD '88



HATCH LEGEND

PROPOSED
CONCRETE
PAVEMENTPROPOSED
CONCRETE

PROPOSED
ASPHALT
PAVEMENT

[illegible]

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BEFORE YOU DIG

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PROJECT No.:	FJ230012
DRAWN BY:	MJL
CHECKED BY:	BMU
CAD I.D.:	FJ230012-UTILITY

PROJECT:

**PRELIMINARY
ENGINEERING
PLANS**

— FOR —
VILLAGE COLLECTION
OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

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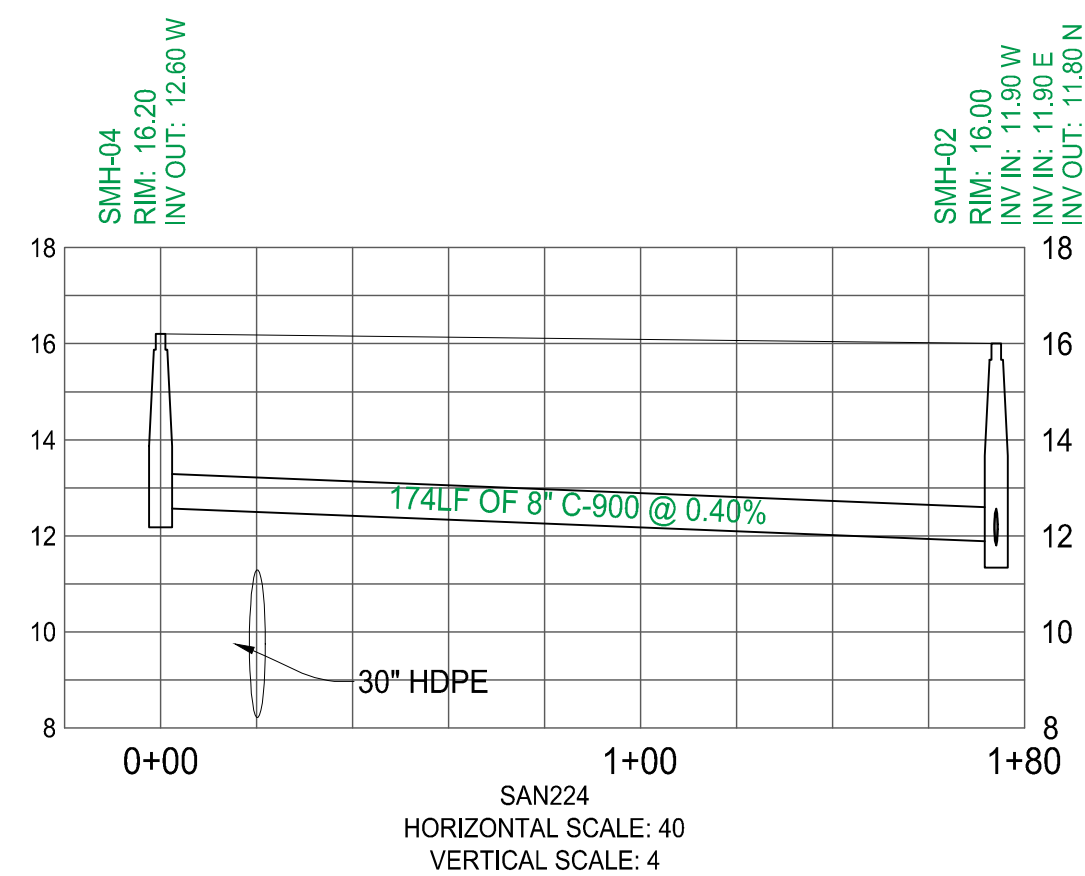
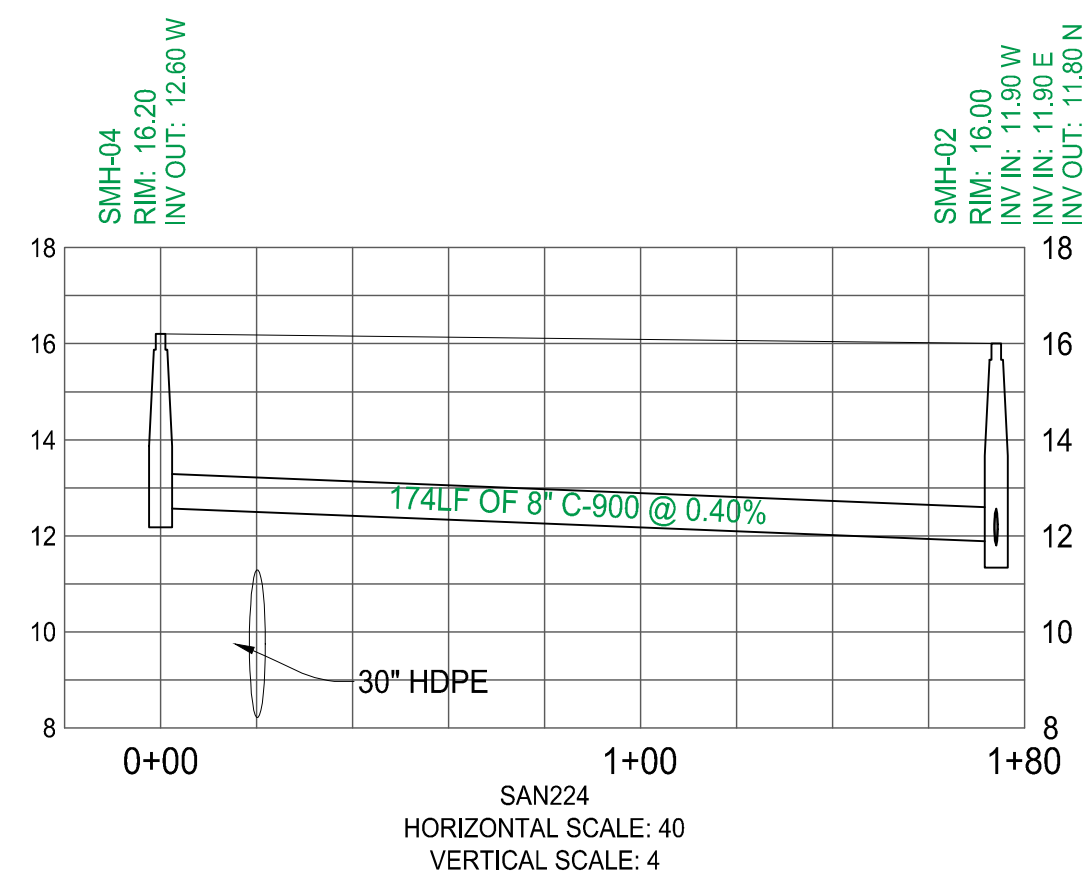
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UTILITY PLAN

SHEET NUMBER: _____

C-07

ELEVATIONS BASED ON NAVD '88



SHEET TITLE:

UTILITY PROFILES

SHEET NUMBER:

C-08

ELEVATIONS BASED ON NAVD '88

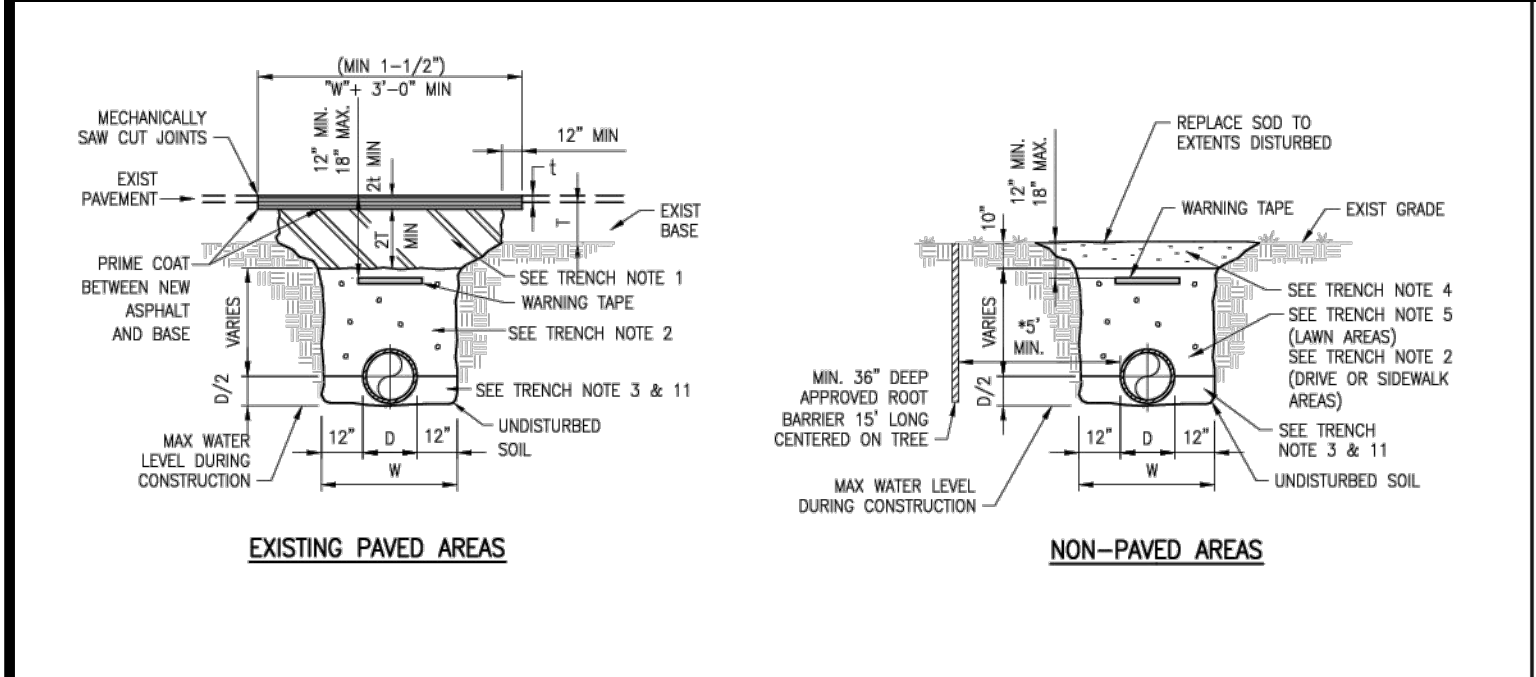
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ELEVATIONS BASED ON NAVD '88



- NOTES:**
- PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.
 - BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12" BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-160.
 - FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T160.
 - FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T160.
 - NATURAL TOP SOIL, GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
 - FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL, BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T160.
 - EXCAVATIONS SHALL BE DEMATERED, WHERE APPLICABLE, TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
 - BEDDING AND BACKFILL MATERIAL SHALL BE AS SPECIFIED.
 - UNDERCOAT SHALL BE AS SPECIFIED.
 - TYPE 5-B OR 9-5 ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
 - OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND "OSHA TRENCH EXCAVATION STANDARDS".
 - BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED UNDERCOAT (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-160).
 - ROOT BARRIER IS REQUIRED FOR APPROVED TREE INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
 - APPROVED MAGNETIC TAPE IS REQUIRED FOR: ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
 - CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCWP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
 - PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.



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POTABLE WATER SYSTEM

- POLYVINYL CHLORIDE (PVC) PIPE**
- PVC WATER MAIN 4-INCH TO 12-INCH DIAMETER SHALL BE DIMENSIONAL RATIO (DR) 18-N MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900 (PRESSURE CLASS 150). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3120. THE PIPE SHALL BE APPROVED FOR TESTING AND MATERIALS (ASTM) D3120. PIPE AND FITTINGS MUST BE ASSEMBLED WITH NONTOKIC LUBRICANT. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF THE PIPE. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE.
 - PVC WATER MAIN 14-INCH TO 20-INCH DIAMETER SHALL BE DR-18 MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AWWA C900 (PRESSURE TESTING 235). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3120. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE.
 - CONNECTIONS FOR PIPE 2-INCH OR GREATER IN DIAMETER SHALL BE RUBBER COMPRESSION RING TYPE. THE PIPE SHALL BE OVERLAPPED WITH INTEGRAL THICKENED WALL BELLS WITHOUT INCREASE IN DIMENSION RATIO (DR). RUBBER RING GASKETS SHALL CONSIST OF SYNTHETIC COMPOUNDS MEETING THE REQUIREMENTS OF ASTM DESIGNATION D898 AND SUITABLE FOR THE DESIGNATED SERVICE.
 - PUSH-ON JOINT RESTRAINTS SHALL BE EBMA SERIES 1900 FOR C900 PIPE AND SERIES 1100M FOR C905 PIPE.
 - FITTINGS: DUCTILE IRON FITTINGS SHALL BE USED ON ALL PVC C900 AND C905 MAINS. FITTINGS SHALL BE AS SPECIFIED BELOW.

- DUCTILE IRON PIPE**
- DUCTILE IRON PIPE SHALL BE REQUIRED IN THE FOLLOWING CIRCUMSTANCES:
 - UNDERNEATH PAVED SURFACES.
 - FORCE MAINS 24-INCHES IN DIAMETER AND LARGER.
 - WITHIN 10- FEET OF WASTEWATER FACILITIES OR PIPES.
 - WITHIN 15- FEET OF BUILDINGS, CANALS OR LAKE.
 - CROSSINGS UNDER POTABLE WATER OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.
 - CROSSINGS OVER POTABLE OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.
 - CARRIER PIPE FOR JACK AND BORES (RESTRAINED JOINTS).
 - AERIAL CROSSINGS.
 - WITHIN 500 FEET OF GAS STATION OR UNDERGROUND FUEL STORAGE TANK, WITH EPDM OR VITON GASKETS.
 - DUCTILE IRON PIPE MAY BE MANIPULATED BY THE VILLAGE IN ANY INSTANCE OF OFF-SITE OR ON-SITE CONSTRUCTION WHERE FUTURE ABUSE TO THE LINE IS POSSIBLE DUE TO LOCATION OR CIRCUMSTANCES, EXTENSIVE LENGTH UNDER PAVEMENT, OR IN PRIVATE PROPERTY MAIN FROM COUNTY RIGHTS-OF-WAY.

- DUCTILE IRON PIPE, POTABLE WATER SYSTEM**
- DUCTILE IRON PIPE WATER MAIN: PIPE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.1, LATEST REVISIONS, AND UNLESS OTHERWISE NOTED HEREIN THIS SPECIFICATION OR THE DRAWINGS, ALL SPECIAL PIPE SHALL BE AS FOLLOWS:

NOMINAL DIAMETER	MINIMUM PRESSURE CLASS	MINIMUM SPECIAL THICKNESS CLASS
3" THRU 12"	350 PSI	-
14" THRU 24"	250 PSI	53 (MN)
 - COMMENTS: CEMENT FOR MORTAR LINING SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C154/A21.4, LATEST REVISION, PROVIDED THAT CEMENT FOR MORTAR LINING SHALL BE TYPE I OR V. FLY ASH OR POZZOLAN CEMENT NOT BE USED AS A CEMENT REPLACEMENT.

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VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

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POTABLE WATER SYSTEM (CONT.)

- DUCTILE IRON MECHANICAL JOINT (M) FITTINGS**
- MECHANICAL JOINT FITTINGS (3-INCH THROUGH 24-INCH) SHALL BE DUCTILE IRON CAST FITTINGS MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C153/A21.53, LATEST REVISION, WITH A PRESSURE RATING OF 350 PSI. FITTINGS SHALL HAVE MECHANICAL JOINTS IN ACCORDANCE WITH ANSI/AWWA C111/A21.11, LATEST REVISION.
 - FITTINGS SHALL BE COATED AND LINED AS SPECIFIED FOR THE APPLICABLE PIPE APPLICATION.
 - RESTRAINED MECHANICAL JOINTS SHALL BE UTILIZED FOR ALL FITTINGS AND VALVES.
 - RESTRAINT OF MECHANICAL JOINTS ON DUCTILE IRON PIPE SHALL BE ACCOMPLISHED BY USING A METALGLO SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBMA IRON SALES, INC. OR EQUAL.
 - RESTRAINT OF MECHANICAL JOINTS ON PVC PIPE SHALL BE ACCOMPLISHED BY USING A METALGLO SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBMA IRON SALES, INC. OR EQUAL.
 - MECHANICAL JOINTS FOR FITTINGS AND VALVES SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.
 - POLYETHYLENE TUBING
 - POLYETHYLENE TUBING SHALL ONLY BE USED FOR SERVICE CONNECTIONS, BLOW-OUTS, AND BACTERIOLOGICAL SAMPLE POINTS. POLYETHYLENE TUBING SHALL CONFORM TO ANSI/AWWA C901 SUBJECT TO THE FOLLOWING CRITERIA: STANDARD CODE DESIGNATION F5446S, PIPE CLASS 200, AND DR 9 AND ASTM 3350 (VJ PROTECTION).
 - CARRIER PIPE FOR JACK AND BORES (RESTRAINED JOINTS).
 - AERIAL CROSSINGS.
 - WITHIN 500 FEET OF GAS STATION OR UNDERGROUND FUEL STORAGE TANK, WITH EPDM OR VITON GASKETS.
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 - JOINTS POLYETHYLENE TUBING SHALL BE OF THE COMPRESSION TYPE UTILIZING A TOTALLY COVERED GRIP SEAL AND COUPLING NUT. STAINLESS STEEL TUBE STIFFENER INSERT SHALL ALSO BE USED FOR TUBING SERVICES.
 - ALL FITTINGS AND STOPS TO BE HIGH QUALITY WATER WORKS BRASS. NO PVC FITTINGS OR ADAPTERS WILL BE PERMITTED. FITTINGS SHALL BE BRASS EQUIPPED WITH COMPRESSION TYPE CONNECTORS.
 - VALVE BOXES
 - VALVE BOXES SHALL BE OF THE HEAVY DUTY TWO-PIECE ADJUSTABLE SCREW TYPE. CAST IRON, WITH 5-1/4-INCH SHIRT OF APPROPRIATE LENGTH FOR THE INSTALLATION. EXTENSION PIECES, IF REQUIRED, SHALL BE THE MANUFACTURER'S STANDARD TYPE. VALVE BOX TOPS SHALL HAVE RAISED LETTERS SAVING "WATERS". REVERS IN TRUNK AREAS SHALL HAVE BOLT DOWN COVERS. VALVE BOXES SHALL BE AS MANUFACTURED BY TYLER UNION, OR EQUAL.
 - DATE VALVES: 4" THROUGH 12"

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 - JOINTS POLYETHYLENE TUBING SHALL BE OF THE COMPRESSION TYPE UTILIZING A TOTALLY COVERED GRIP SEAL AND COUPLING NUT. STAINLESS STEEL TUBE STIFFENER INSERT SHALL ALSO BE USED FOR TUBING SERVICES.
 - ALL FITTINGS AND STOPS TO BE HIGH QUALITY WATER WORKS BRASS. NO PVC FITTINGS OR ADAPTERS WILL BE PERMITTED. FITTINGS SHALL BE BRASS EQUIPPED WITH COMPRESSION TYPE CONNECTORS.
 - VALVE BOXES
 - VALVE BOXES SHALL BE OF THE HEAVY DUTY TWO-PIECE ADJUSTABLE SCREW TYPE. CAST IRON, WITH 5-1/4-INCH SHIRT OF APPROPRIATE LENGTH FOR THE INSTALLATION. EXTENSION PIECES, IF REQUIRED, SHALL BE THE MANUFACTURER'S STANDARD TYPE. VALVE BOX TOPS SHALL HAVE RAISED LETTERS SAVING "WATERS". REVERS IN TRUNK AREAS SHALL HAVE BOLT DOWN COVERS. VALVE BOXES SHALL BE AS MANUFACTURED BY TYLER UNION, OR EQUAL.
 - DATE VALVES: 4" THROUGH 12"

DESIGN: 2-Design by	VERIFY SCALE	DATE	REVISIONS	BY	APPROVED	CONSULTANT
DR: 3-Drawn by	DATE					
CHK: 4-Checked by	DATE					
APPROV: 5-Approved by	DATE					

VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

DESIGN: 2-Design by	VERIFY SCALE	DATE	REVISIONS	BY	APPROVED	CONSULTANT
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POTABLE WATER SYSTEM (CONT.)

- DUCTILE IRON MECHANICAL JOINT (M) FITTINGS**
- MECHANICAL JOINT FITTINGS (3-INCH THROUGH 24-INCH) SHALL BE DUCTILE IRON CAST FITTINGS MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C153/A21.53, LATEST REVISION, WITH A PRESSURE RATING OF 350 PSI. FITTINGS SHALL HAVE MECHANICAL JOINTS IN ACCORDANCE WITH ANSI/AWWA C111/A21.11, LATEST REVISION.
 - FITTINGS SHALL BE COATED AND LINED AS SPECIFIED FOR THE APPLICABLE PIPE APPLICATION.
 - RESTRAINED MECHANICAL JOINTS SHALL BE UTILIZED FOR ALL FITTINGS AND VALVES.
 - RESTRAINT OF MECHANICAL JOINTS ON DUCTILE IRON PIPE SHALL BE ACCOMPLISHED BY USING A METALGLO SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBMA IRON SALES, INC. OR EQUAL.
 - RESTRAINT OF MECHANICAL JOINTS ON PVC PIPE SHALL BE ACCOMPLISHED BY USING A METALGLO SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED BY EBMA IRON SALES, INC. OR EQUAL.
 - MECHANICAL JOINTS FOR FITTINGS AND VALVES SHALL MEET THE REQUIREMENTS OF ANSI/AWWA C111/A21.11, LATEST REVISION.
 - POLYETHYLENE TUBING
 - POLYETHYLENE TUBING SHALL ONLY BE USED FOR SERVICE CONNECTIONS, BLOW-OUTS, AND BACTERIOLOGICAL SAMPLE POINTS. POLYETHYLENE TUBING SHALL CONFORM TO ANSI/AWWA C901 SUBJECT TO THE FOLLOWING CRITERIA: STANDARD CODE DESIGNATION F5446S, PIPE CLASS 200, AND DR 9 AND ASTM 3350 (VJ PROTECTION).
 - CARRIER PIPE FOR JACK AND BORES (RESTRAINED JOINTS).
 - AERIAL CROSSINGS.
 - WITHIN 500 FEET OF GAS STATION OR UNDERGROUND FUEL STORAGE TANK, WITH EPDM OR VITON GASKETS.
 - DUCTILE IRON PIPE MAY BE MANIPULATED BY THE VILLAGE IN ANY INSTANCE OF OFF-SITE OR ON-SITE CONSTRUCTION WHERE FUTURE ABUSE TO THE LINE IS POSSIBLE DUE TO LOCATION OR CIRCUMSTANCES, EXTENSIVE LENGTH UNDER PAVEMENT, OR IN PRIVATE PROPERTY MAIN FROM COUNTY RIGHTS-OF-WAY.
 - JOINTS POLYETHYLENE TUBING SHALL BE OF THE COMPRESSION TYPE UTILIZING A TOTALLY COVERED GRIP SEAL AND COUPLING NUT. STAINLESS STEEL TUBE STIFFENER INSERT SHALL ALSO BE USED FOR TUBING SERVICES.
 - ALL FITTINGS AND STOPS TO BE HIGH QUALITY WATER WORKS BRASS. NO PVC FITTINGS OR ADAPTERS WILL BE PERMITTED. FITTINGS SHALL BE BRASS EQUIPPED WITH COMPRESSION TYPE CONNECTORS.
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VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

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POTABLE WATER SYSTEM (CONT.)

- DUCTILE IRON MECHANICAL JOINT (M) FITTINGS**
- MECHANICAL JOINT FITTINGS (3-INCH THROUGH 24-INCH) SHALL BE DUCTILE IRON CAST FITTINGS MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C153/A21.53, LATEST REVISION, WITH A PRESSURE RATING OF 350 PSI. FITTINGS SHALL HAVE MECHANICAL JOINTS IN ACCORDANCE WITH ANSI/AWWA C111/A21.11, LATEST REVISION.
 - FITTINGS SHALL BE COATED AND LINED AS SPECIFIED FOR THE APPLICABLE PIPE APPLICATION.
 - RESTRAINED MECHANICAL JOINTS SHALL BE UTILIZED FOR ALL FITTINGS AND VALVES.
 - RESTRAINT OF MECHANICAL JOINTS ON DUCTILE IRON PIPE SHALL BE ACCOMPLISHED BY USING A METALGLO SERIES 1100 RESTRAINING FOLLOWER GLAND AS MANUFACTURED

FLUSHING, TESTING, AND DISINFECTION

FLUSHING

A. UPON COMPLETION OF THE PIPE INSTALLATION FOR ANY SERVICE, THE MAINS SHALL BE CANNON FLUSHED TO REMOVE DIRT AND ANY OTHER FOREIGN MATTER BY ACHIEVING A MINIMUM VELOCITY OF 5 FEET PER SECOND ON PIPE SIZES UP TO AND INCLUDING 12-INCHES AND 2.5 FEET PER SECOND ON PIPE GREATER THAN 12-INCHES. THE DURATION OF THE FLUSHING SHALL BE SUFFICIENT TO PROVIDE A MINIMUM FLUSH VOLUME EQUAL TO THREE TIMES THE INTERNAL VOLUME OF THE PIPELINE BEING FLUSHED. TEMPORARY FITTINGS, PIPE, ETC. MAY BE USED TO FACILITATE CANNON FLUSHING.

B. PRIOR TO THE ACTUAL LINE FLUSHING OPERATION, THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF THE INTENDED WATER USE. NO FLUSHING SHALL TAKE PLACE WITHOUT A VILLAGE REPRESENTATIVE PRESENT.

C. FLUSHING WILL NOT BE SCHEDULED UNTIL THE VILLAGE HAS APPROVED PRELIMINARY RECORD DRAWINGS, UNLESS IT IS REQUIRED TO FACILITATE CONSTRUCTION OF WATER MAINS.

D. THE CONTRACTOR SHALL EXERCISE DUE CARE SO AS TO ENSURE THAT THE WATER USED IN FLUSHING DOES NOT CAUSE A NUISANCE OR INFLECT PROPERTY DAMAGE.

E. POLY-PIPING (2X) IS REQUIRED FOR ALL WATER MAINS OR FORCE MAINS WHEN REQUESTED BY VILLAGE.

F. NO EXISTING VALVE SHALL BE OPERATED EXCEPT BY VILLAGE PERSONNEL.

HYDROSTATIC TESTING

WATER MAINS AND FORCE MAINS SHALL BE TESTED IN ACCORDANCE WITH ANSI/AWWA STANDARD C600 LATEST REVISION.

A. HYDROSTATIC TESTS:

1. AFTER A NEW WATER MAIN OR FORCE MAIN HAS BEEN LAID AND BACKFILLED, IT SHALL BE PUMPED TO A PRESSURE OF 150 PSI AND ALL VISIBLE LEAKS STOPPED BY APPROVED METHODS. DURING THE TEST THE PRESSURE CANNOT DROP MORE THAN 2.5 PSI BELOW THE STARTING PRESSURE POINT.

2. A LEAKAGE TEST SHALL THEN BE CONDUCTED AT THE ABOVE MENTIONED PRESSURE AND NO INSTALLATION WILL BE ACCEPTABLE BY THE VILLAGE UNTIL THE LEAKAGE IS LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$L = (S \times D \times P) / 148,000$

WHERE L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S IS THE LENGTH OF LINE IN FEET BEING TESTED; D IS THE NOMINAL DIAMETER OF THE PIPE IN INCHES; AND P IS THE AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST IN POUNDS PER SQUARE INCH. THE TEST IS USUALLY MAINTAINED FOR TWO HOURS BUT IT MAY BE CONTINUED FOR ONE ADDITIONAL HOUR IF IT BECOMES APPARENT THAT THE LEAKAGE IS EQUAL TO OR GREATER THAN THE AMOUNT ALLOWABLE. WATER SUPPLIED TO THE MAIN DURING THE TEST TO MAINTAIN THE REQUIRED PRESSURE SHALL BE MEASURED BY A 5/8-INCH METER INSTALLED ON THE DISCHARGE SIDE OF THE TEST PUMP, OR BY PUMPING FROM A CALIBRATED CONTAINER.

3. EACH SECTION OF MAIN BEING TESTED SHALL BE LIMITED TO A MAXIMUM LENGTH OF 1000-FEET. ANY QUESTIONS PERTAINING TO PROCEDURES USED DURING THE TEST SHALL BE DIRECTED TO THE VILLAGE.

4. NO ALLOWABLE LEAKAGE SHALL BE PERMITTED FOR FIRE HYDRANTS.

B. BACTERIOLOGICAL TESTS (CONTRACTOR PAYS TESTING LABORATORY):

1. AFTER THE WATER MAINS HAVE SATISFIED THE LEAKAGE TESTING REQUIREMENTS THEY SHALL BE FLUSHED THROUGH OPENINGS OF THE REQUIRED SIZE AS DETAILED IN ANSI/AWWA STANDARD C601 LATEST REVISION. THE MAIN SHALL THEN BE DISINFECTED IN ACCORDANCE WITH THE PROVISIONS OF THE SEVERAL SECTIONS OF THE ABOVE NAMED AWWA STANDARD. ON MAIN BREAKS, CUT-INS, ETC. A LUBRICANT APPLIED TO SOFTEN HYPOCHLORITE SHALL BE MADE; 50 PPM CHLORINE DURING A 24 HOUR STANDARD.

2. MAINS SHALL NOT BE PUT INTO DOMESTIC SERVICE UNTIL THE NECESSARY BACTERIOLOGICAL SAMPLES HAVE BEEN APPROVED BY THE APPLICABLE REGULATORY AGENCIES.

WATER SERVICE LINES

A. HYDROSTATIC TESTING

1. HYDROSTATIC TESTING OF WATER SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE TESTING OF THE LATERAL OR MAIN LINE. NO ADDITIONAL LEAKAGE

ALLOWANCE WILL BE MADE FOR SERVICE LINES OR FIRE HYDRANTS.

B. DISINFECTION

1. DISINFECTION OF SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE DISINFECTION OF THE LATERAL OR MAIN LINE. SUFFICIENT SAMPLING POINTS SHALL BE TAKEN FROM SERVICE LINE CONNECTIONS TO ASSURE UNIFORM RESULTS THROUGHOUT THE SYSTEM BEING TESTED.

GRAVITY SEWER MAIN TESTING

A. GENERAL

1. THE CONTRACTOR SHALL PERFORM LOW-PRESSURE AIR TESTING, INFILTRATION TESTING, TELEVISION INSPECTION, AND ALIGNMENT AND DEFLECTION TESTING IN THE PRESENCE OF REPRESENTATIVES FROM THE VILLAGE AND DEVELOPERS' ENGINEERS (AS REQUIRED).

2. TESTING SHALL NOT PROCEED UNTIL FACILITIES HAVE BEEN BACKFILLED AND THE LAYING OF ROADWAY BASE IS COMPLETE.

3. PIPE TESTING SHALL CLOSELY FOLLOW PIPE LAYING. NO MORE THAN 1,000 FEET OF PIPE SHALL REMAIN UNTESTED AT ANY TIME.

B. AIR TESTING

1. LOW-PRESSURE AIR TESTING SHALL BE IN ACCORDANCE WITH ASTM F1417. THE EQUIPMENT USED SHALL BE SPECIFICALLY DESIGNED AND MANUFACTURED FOR TESTING PIPE LINES WITH LOW-PRESSURE AIR AND SHALL BE PROVIDED WITH AN AIR REGULATOR VALVE OR AIR SAFETY VALVE SET TO PREVENT THE AIR PRESSURE IN THE PIPE LINE FROM EXCEEDING 8 PSI.

2. THE FOLLOWING LOW-PRESSURE AIR TESTING PROCEDURES SHALL BE USED:

a. ISOLATE EACH SECTION OF THE GRAVITY WASTEWATER MAIN TO BE TESTED BETWEEN MANHOLES USING INFLATABLE AIR PLUGS THAT ARE SECURELY PLACED AT THE ENDS OF THE SECTION OF THE MAIN TO BE TESTED.

b. INTRODUCE AIR PRESSURE SLOWLY TO APPROXIMATE 4 PSI.

c. DETERMINE THE GROUND WATER ELEVATION ABOVE THE SPRING LINE OF THE PIPE. FOR EVERY FOOT OF GROUNDWATER ABOVE THE SPRING LINE OF THE PIPE, INCREASE THE STARTING AIR TEST PRESSURE BY 0.43 PSI. DO NOT INCREASE THE PRESSURE ABOVE 8 PSI.

d. ALLOW THE PRESSURE TO STABILIZE FOR AT LEAST 5 MINUTES, AFTER THE PRESSURE TO 3.5 PSI OR INCREASE THE PRESSURE AS DETERMINED ABOVE WHEN GROUNDWATER IS PRESENT.

e. START THE TEST.

f. DETERMINE THE TEST DURATION FOR EACH SEWER SECTION WITH A SINGLE PIPE SIZE. SEE TABLE 1, SHEET SPEC-16. DO NOT MAKE ALLOWANCES FOR LATERALS.

g. RECORD THE DROP IN PRESSURE DURING THE TEST PERIOD. IF THE AIR PRESSURE HAS DROPPED MORE THAN 1.0 PSI DURING THE TEST PERIOD, THE SECTION OF MAIN BEING TESTED HAS FAILED. OTHERWISE, THE SECTION OF MAIN BEING TESTED HAS PASSED.

h. WHEN A SECTION OF MAIN FAILS THE TEST, THE SOURCE OF THE AIR LEAK SHALL BE DETERMINED, THE APPROPRIATE CORRECTIONS MADE, AND THE PIPE RETESTED.

i. ALL TESTING RESULTS SHALL BE DOCUMENTED USING THE VILLAGE'S LOW PRESSURE AIR TEST FORM.

3. INFILTRATION, AFTER THE WORK IS COMPLETE, THE SEWERS OR SECTIONS SHALL BE TESTED FOR INFILTRATION, ANY SECTION IN WHICH INFILTRATION OF WATER IS DETECTED WILL BE REJECTED UNTIL CORRECTIVE WORK HAS BEEN PERFORMED. NO INFILTRATION WILL BE ALLOWED FOR ANY ONE TRUNK, MAIN, LATERAL, OR SEWER BETWEEN MANHOLES.

TELEVISION INSPECTION/REPORT INFORMATION

A. MANHOLES, THE REPORT AND RECORDING SHALL START WITH ZERO (00+00) STATION NUMBERS AT EACH MANHOLE UPSTREAM AND END WITH THE STATION NUMBER AT THE NEXT DOWNSTREAM MANHOLE. AN INSPECTION REPORT TO BE CONDUCTED STARTING AT THE CONSTRUCTION MANHOLE. A WRITTEN EXPLANATION MUST BE SUBMITTED TO THE INSPECTOR WITH THE REPORT AND RECORDING.

B. PIPE LINE: PROVIDE START AND END STATION NUMBERS FOR PIPE MATERIAL CHANGES.

C. TAPS: EACH TAP SHALL HAVE A STATION NUMBER SHOWN ON THE RECORDING AND

CONCORD WITH THE REPORT AND RECORD DRAWINGS. THE REPORT AND RECORDING SHALL INDICATE THE LOT NUMBER AND/OR ADDRESS THE TAP IS INTENDED TO SERVE.

D. DEAD-ENDS OR ABANDONMENTS: IF A FUTURE STUB, DEAD-END OR OBSTRUCTION CAUSE (NOT ENDING IN A MANHOLE), OR ABANDONMENT OF VIDEO DUE TO OBSTRUCTION OF THE VIDEO, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST ADDITIONAL TELEVISION INSPECTION INFORMATION OR REJECTION TO INSURE AN EXPLANATION FOR WHAT IS SHOWN.

E. EXISTING SEWER SYSTEM: THE EXISTING SEWER SYSTEM MUST BE INSPECTED AND/OR VIDEO ON THE REPORT. IF FROM THE TIE IN MANHOLE TO THE NEXT DOWNSTREAM MANHOLE, THE VILLAGE RESERVES THE RIGHT TO REQUEST ADDITIONAL TELEVISION INSPECTION INFORMATION OR REJECTION TO INSURE AN ACCEPTABLE COMPLETION.

ALIGNMENT AND DEFLECTION

A. LINES SHALL SHOW FLAT CIRCLE OF LIGHT WHEN LAMPED BETWEEN MANHOLES FOR LINE SECTIONS WITH COMPLETE PIPE REPLACEMENT.

1. DEFLECTION TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. A NINE (9) FOOT MANHOLE SHALL BE PASSED THROUGH EACH NEW FLEXIBLE PIPE SECTION INSTALLED AFTER FINAL BACKFILL HAS BEEN PLACED. THE MAXIMUM PIPE DIAMETER DEFLECTION SHALL NOT EXCEED 5/8". A MECHANICAL PULLING DEVICE SHALL NOT BE USED TO CONDUCT DEFLECTION TESTS.

CONSTRUCTION TOLERANCES

A. THE FOLLOWING ARE THE ALLOWABLE LINE AND GRADE TOLERANCES FOR GRAVITY SEWER INSTALLATION AS DETERMINED BY THE AS-BUILT SURVEY AND TELEVISION INSPECTION REPORT. ANY PIPES OR MANHOLES SHALL BE RECONSTRUCTED OR REPLACED TO MEET THE ACCEPTANCE CRITERIA.

PIPE:

1. HORIZONTAL AND VERTICAL ALIGNMENT OF GRAVITY SEWER LINES SHALL NOT VARY FROM DESIGN LINE AND GRADE OR ANY POINT LONG THE PIPE MORE THAN 1% OF THE INSIDE DIAMETER OF THE PIPE OR 1/4-INCH, WHICHEVER IS LARGER.

2. THIS TOLERANCE IS ALLOWED FOR TRENCHED GRAVITY SEWER LINES ONLY IF THE DESIGN LINE AND GRADE ARE SUFFICIENT TO PREVENT BACKSLOPE WHEN TOLERANCE LIMITS ARE REACHED.

3. REVERSE SLOPE ON GRAVITY PIPE SHALL NOT BE ALLOWED AT ANY POINT ALONG THE PIPE.

MANHOLES

1. MANHOLE INVERT ELEVATIONS SHALL ADHERE TO THE TOLERANCES LISTED BELOW.

HORIZONTAL SEWER DEFLECTION ANGLE: MINIMUM INVERT DROP 0 TO 90 DEGREES: AVERAGE SLOPE BETWEEN INLET AND OUTLET PIPES 10 TO 45 DEGREES 0.05 46 TO 90 DEGREES 0.10

2. ALL INVERT SLOPES SHALL BE POSITIVELY SLOPING DOWNSTREAM. STANDING WATER CAUSED BY A REVERSE SLOPE SHALL NOT BE ALLOWED.

TESTING BACKFILL

A. COMPACTION AND DENSITIES TESTING

1. METHODS OF CONTROL AND TESTING OF BACKFILL CONSTRUCTION TO BE EMPLOYED IN THIS WORK ARE:

1. MAXIMUM DENSITY OF ALL BACKFILL MATERIAL SHALL BE DETERMINED BY ASSHTO T-99 (ASTM D 1557).

2. LABORATORY AND FIELD DENSITY TESTS, WHICH, IN THE OPINION OF THE VILLAGE ARE NECESSARY TO ESTABLISH COMPACTION, WITH THE CORRELATION REQUIREMENTS OF THESE SPECIFICATIONS, SHALL BE MADE AT SUCH DEPTHS AND LOCATIONS AS REQUESTED BY THE VILLAGE.

3. TRENCH BACKFILL WHICH DOES NOT COMPLY WITH THE SPECIFIED DENSITIES, AS INDICATED BY SUCH TESTS, SHALL BE REMOVED AND RECOMPACTED UNTIL THE REQUIRED COMPACTION IS SECURED, AT NO ADDITIONAL COST TO THE VILLAGE.

FLUSHING, TESTING, AND DISINFECTION (CONTINUED)

A. THIS TEST MODIFICATION IS OPTIONAL, AS SUCH, THE CONTRACTOR ASSUMES ALL LIABILITY IN ITS USE, EVEN IF APPROVED BY THE ENGINEER.

VACUUM LINE TESTING - FINAL ACCEPTANCE TEST

1. SUBJECT THE ENTIRE SEWER SYSTEM TO A VACUUM OF 22 INCHES HG. ALLOW TO STABILIZE FOR 15 MINUTES.

2. THERE SHALL BE NO LOSS GREATER THAN 1% PER HOUR OVER A FOUR (4) HOUR TEST PERIOD.

3. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO ENTER THE PIPING SYSTEM OR THE VACUUM STATION DURING THIS TEST.

B. CONTRACTOR TO PROVIDE 48 HOURS NOTICE TO ENGINEER PRIOR TO TEST.

C. CONTRACTOR TO ASSURE ALL DISINCH VALVES ARE OPEN PRIOR TO BEGINNING OF FINAL ACCEPTANCE TEST.

D. FINAL ACCEPTANCE TEST SHALL BE RECORDED ON APPROVED VACUUM CHART. REORDER THIS CHART WILL NOT BE CONSIDERED VALID UNLESS WITNESSED BY ENGINEER ON TEST EQUIPMENT AT BEGINNING AND THE END OF VACUUM TEST PERIOD.

E. ENGINEER WILL SIGN AND DATE CHART TO VERIFY WITNESS OF TEST. THIS SIGNATURE DOES NOT INDICATE ACCEPTANCE OF THE SYSTEM.

VACUUM LINE FLUSHING

A. AFTER SUCCESSFUL FINAL FOUR (4) HOUR ACCEPTANCE TESTING, FLUSH LINES TO REMOVE DEBRIS AND FOREIGN MATERIALS THAT ACCUMULATED DURING CONSTRUCTION.

B. SUGGESTED PROCEDURE IN THE ABSENCE OF SPECIAL TEST APPARATUS, THIS PROCEDURE WILL REQUIRE THE USE OF VACUUM VALVES, WHICH MUST BE INSTALLED BY THE CONTRACTOR.

1. PLACE SYSTEM UNDER VACUUM.

2. ADD WATER AND AIR IN CONTROLLED AMOUNTS TO VALVE PITS AT EXTREME ENDS OF THE SYSTEM.

3. UTILIZE SYSTEM VACUUM TO TRANSPORT WATER AND DEBRIS TO COLLECTION POINT.

4. CONTINUE PROCEDURE UNTIL WATER ENTERING AT COLLECTION POINT IS FREE OF CONTAMINATION OR DEBRIS.

5. IF THE VACUUM COLLECTION TANK IS USED AS THE COLLECTION POINT, MONITOR VOLUME OF LIQUID IN TANK AND PUMP OUT AS NECESSARY.

6. USE SYSTEM SEWER PUMPS ONLY AFTER VERIFYING THAT NO DEBRIS IS PRESENT IN COLLECTION TANK.

7. IF DEBRIS IS PRESENT, USE OTHER METHODS TO EMPTY COLLECTION TANK.

8. AT COMPLETION OF FLUSHING, CLEAN COLLECTION TANK OF ALL COLLECTED DEBRIS.

9. SEAL SYSTEM AND MAKE READY TO PLACE INTO OPERATION.

C. ALTERNATE FLUSHING PROCEDURE SUBJECT TO ENGINEER'S REVIEW AND APPROVAL.

FINAL SYSTEM TESTING

A. AFTER ACCEPTANCE TESTING, FINAL SYSTEM TESTING SHALL BE COMPLETED TO ENSURE THAT THE SYSTEM OPERATES AT THE DESIGN CONDITIONS. FINAL SYSTEM TESTING CAN BE DONE AT THE SAME TIME AS LINE FLUSHING IF APPROVED BY THE ENGINEER.

B. VACUUM PUMP STATION AND CONNECTING VACUUM MAINS FROM THE PHASE TO THE STATION MUST BE IN OPERATION PRIOR TO FINAL SYSTEM TESTING.

TABLE 1 - MINIMUM TIME REQUIRED FOR A 1.0 PSI PRESSURE DROP

PIPE DIA.	MIN TIME	LENGTH TIME FOR LONGER LENGTHS	SPECIFICATION TIME FOR LENGTH (L) SHOWN (MINS)					
(N)	(MINS)	(FT)	(S)					
100 FT	150 FT	200 FT	250 FT	300 FT	350 FT	400 FT	450 FT	
4	3:36	5:57	0:38:01	3:46	3:46	3:46	3:46	3:46
6	5:40	3:38	0:58:41	5:40	5:40	5:40	5:40	5:42
8	7:34	2:58	1:52:01	7:34	7:34	7:34	7:36	10:08
10	9:28	2:39	2:37:41	9:28	9:28	9:28	9:53	11:52
12	11:20	1:59	3:41:51	11:20	11:20	11:24	14:15	19:58
15	14:10	1:59	5:34:41	14:10	17:48	22:15	26:42	31:09
18	17:00	1:33	7:59:21	17:00	25:38	32:53	44:52	51:18
21	19:50	1:14	10:47:01	19:50	28:13	35:54	43:37	52:51
24	22:40	99	13:57:41	22:47	34:11	45:34	56:58	68:22
27	25:30	88	17:30:51	28:51	43:16	57:41	72:07	86:32
30	28:20	80	21:36:51	30:37	53:25	71:13	89:02	106:50
33	31:10	72	25:55:51	43:05	64:38	86:10	174:3	126:16
36	34:00	66	30:76:51	51:17	76:55	102:34	128:12	153:50

FINAL SUBMITTAL

DESIGN: 2-Design/3
DATE: 3-Design/3
CHK: 4-Checked/3
APPROV: 5-Approved/3

VERIFIED SCALE: 1"=10'-0"

BAR IS ONE INCH ON ORIGINAL DRAWINGS. ADJUST SCALES AS NECESSARY.

NO. DATE REVISIONS BY APPROV CONSULTANT

THURST BLOCK NOTES

1. MECHANICAL RESTRAINTS ONLY SHALL BE USED AT THE FITTINGS AND VALVES. THURST BLOCKS SHALL ONLY BE USED IN RARE CASES WHERE MECHANICAL RESTRAINTS ARE NOT PRACTICAL WITH APPROVAL FROM THE VILLAGE.

2. REQUIRED VOLUMES OR BEARING AREAS INDICATED AT FITTINGS ARE BASED UPON TEST PRESSURES OF 150 PSI, 2,000 LB/SQ. FT. ALLOWABLE SOIL BEARING STRESS AND THE WEIGHT OF CONCRETE EQUAL TO 4000 LB/SQ. FT.

3. BEARING AREAS OF THURST BLOCKS SHALL NOT BE LESS THAN 1.0 SQ. FT.

4. KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES AND WRAP THE FITTING WITH VISQUEEN PRIOR TO PLACING CONCRETE.

5. BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON DRAWINGS SHALL TAKE PRECEDENCE OVER THIS STANDARD.

6. THURST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESILIENT THROUSTS SHALL BE THE SAME AS HORIZONTAL BENDS.

7. COMPUTE BEARING AREAS FOR HORIZONTAL BEND THURST BLOCKS AT DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES WITH THE FOLLOWING EQUATION:

BEARING AREA = REQUIRED TEST PRESSURE/150 X (2,000/ACTUAL SOIL BEARING STRESS) X (TABLE VALUE)

8. COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESILIENT THROUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:

VOLUME = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

NOTES

1. RESTRAINT INFORMATION FOR DUCTILE IRON PIPE INSTALLATION.

2. MINIMUM LENGTH TO BE RESTRAINED BASED ON MINIMUM 2'-4" OF COVER, MAXIMUM TEST PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF 2. NOTIFY ENGINEER OF ANY DISCREPANCY THAT REQUIRES CLARIFICATION.

3. MINIMUM NUMBER OF JOINTS TO BE RESTRAINED SHALL BE ALL JOINTS WITHIN MINIMUM LENGTH GIVEN BY TABLE.

4. MINIMUM LENGTH TO BE RESTRAINED IS MEASURED IN FEET FROM FITTING OR VALVE.

5. ALL JOINTS BETWEEN UPPER AND LOWER OFFSET BENDS SHALL BE RESTRAINED.

6. ALL JOINTS BETWEEN LOWER BENDS OF CONFLICT CROSSINGS SHALL BE RESTRAINED.

7. RESTRAINED LENGTHS FOR REDUCERS ARE ON LARGE DIAMETER SIDE.

8. RUN RESTRAINT FOR TEES IS UPSTREAM AND DOWNSTREAM.

9. RESTRAINT LENGTHS FOR VALVES ARE REQUIRED UPSTREAM AND DOWNSTREAM.

10. NOTIFY THE ENGINEER IF ATTACHED LENGTH OF PIPE IN EACH DIRECTION ALONG THE RUN OF THE TEE IS SIGNIFICANTLY GREATER THAN 5.0' LENGTH SHALL NOT BE LESS THAN 5.0'. THE MINIMUM LENGTH OF A BRANCH OF A TEE TO BE RESTRAINED AS SHOWN IN THE ABOVE TABLE IS CALCULATED ASSUMING THE LENGTH OF ATTACHED PIPE ALONG THE RUN OF THE TEE IN EACH DIRECTION IS 5.0'.

11. JOINT RESTRAINTS SHALL BE AS SPECIFIED.

12. COMPUTE LENGTHS TO BE RESTRAINED AT TEST PRESSURES OTHER THAN 150PSI WITH THE FOLLOWING EQUATION:

LENGTH = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

13. IF DEPTH OF COVER IS LESS THAN 12'-6" RESTRAIN ALL JOINTS PER SPECIFICATIONS.

DUCTILE IRON THURST RESTRAINT TABLE

FITTING TYPE	MIN LENGTH TO BE RESTRAINED (FT) PER PIPE DIA.			
	4"	6"	8"	10"
90° HORIZ. BEND	15	21	27	32
45° HORIZ. BEND	6	9	11	13
22-1/2° HORIZ. BEND	3	4	5	7
11-1/4° HORIZ. BEND	2	3	3	4
45° VERT. OFFSET	UPPER BEND	13	18	24
	LOWER BEND	7	6	9
22-1/2° VERT. OFFSET	UPPER BEND	6	9	11
	LOWER BEND	4	3	4
FLUG (DEAD END)	VALVE	31	44	57
	VALVE	31	44	57
4" x 8" TEE	RUN	5	-	-
	BRANCH	9	-	-
8" x 12" TEE	RUN	5	-	-
	BRANCH	1	21	-
10" x 12" TEE	RUN	5	5	-
	BRANCH	1	14	34
12" x 12" TEE	RUN	5	5	-
	BRANCH	5	28	45
10" x 8" REDUCER	BRANCH	1	1	21
6" x 8" REDUCER	LARGE SIDE	23	-	-
8" x 6" REDUCER	LARGE SIDE	41	24	-
10" x 8" REDUCER	LARGE SIDE	56	42	23
12" x 8" REDUCER	LARGE SIDE	70	59	43

VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION

DESIGN: 2-Design/3
DATE: 3-Design/3
CHK: 4-Checked/3
APPROV: 5-Approved/3

VERIFIED SCALE: 1"=10'-0"

BAR IS ONE INCH ON ORIGINAL DRAWINGS. ADJUST SCALES AS NECESSARY.

NO. DATE REVISIONS BY APPROV CONSULTANT

DOUBLE CHECK DETECTOR ASSEMBLY

NOTES:

1. ALL PIPE AND FITTINGS UP TO THE D.C.D.A. SHALL BE DUCTILE IRON CEMENT LINED.

2. THE INITIAL TEST OF THE BACKFLOW PREVENTER ASSEMBLY SHALL BE PERFORMED BY A CERTIFIED BACKFLOW TECHNICIAN. THE SUCCESSFUL TEST REPORT SHALL BE PROVIDED TO THE VILLAGE PRIOR TO THE PIPE LINE BEING PLACED INTO SERVICE.

3. THE DOUBLE CHECK DETECTOR ASSEMBLY SHALL BE APPROVED BY THE UNIVERSITY OF SOUTHERN CALIFORNIA (U.S.C.) OR THE A.S.S.E. (WITH ONE YEAR FIELD TESTING).

4. WHEN FIRE LINE LENGTH IS OVER ONE PIPE LENGTH, LINE SHALL BE TERMINATED WITH A GATE VALVE (POINT OF SERVICE). NO PIPE JOINTS/ CONNECTIONS ARE PERMITTED BETWEEN POINT OF SERVICE AND VERTICAL OR HORIZONTAL VALVE.

5. THE DESIGN SHALL MINIMIZE ANY POTENTIAL FOR WATER MAIN WITH NO FLOW, A FIRE HYDRANT LOCATED NEAR THE DOUBLE CHECK DETECTOR ASSEMBLY MAY BE REQUIRED FOR LONG DEAD ENDS LOCATED FIRE LINES.

6. AN APPROVED REDUCED PRESSURE PRINCIPLE DETECTOR ASSEMBLY SHALL BE REQUIRED FOR ALL FIRE SYSTEMS WITH STORAGE TANKS AND/OR AUXILIARY WATER SUPPLY.

7. TAMPER SWITCHES MAY BE REQUIRED BY THE FIRE MARSHALL.

8. PIPE MATERIAL ON THE CUSTOMER SIDE OF POINT OF SERVICE SHALL COMPLY WITH FIRE MARSHALL REQUIREMENTS.

9. 3" WIDE 6" THICK CONCRETE SLAB IS RECOMMENDED FOR ASSEMBLY SMALLER THAN 4".

CONCRETE VALVE BOX PAD

NOTES:

1. UTILIZE 3/8" RADIUS TOOLED EDGES IF PAD IS LOCATED IN UNPAVED AREAS.

BACKFLOW PREVENTER 1" - 2" (R.P.Z. TYPE)

NOTES:

1. BACKFLOW PREVENTER SHALL BE R.P.Z. TYPE AS SPECIFIED AND USE APPROVED.

2. ** PROVIDED BY BACKFLOW MANUFACTURER.

3. (X) = SERVICE SIZE 1" THROUGH 2".

4. EXPOSED PVC PIPE SHALL BE PAINTED PER STANDARD SPECIFICATIONS.

5. CONTRACTOR TO SECURE PLUMBING PERMIT WITH THE LOCAL BUILDING DEPARTMENT.

VALVE BOX SETTINGS

LEGEND:

1. MAIN X 1" CC TAP DOUBLE BALE SERVICE SHADLE, SMITH BLAR 313

2. 1" CORPORATION STOP, FORD F1000-4-0-NL

3. 1" WMA D901, SDR9, PE 4710, BLUE POLY PIPE, 250 PSI

4. KEYED MASTER STOP 5/8" CTS COMPRESSION X 5/8", FORD BAAS-242W

5. NOS SINGLE 12" STANDARD BOX, #101200 R/O W/ SINGLE PLASTIC LID AND CAST IRON READER #12120

6. 5/8" MASTER METER (PROVIDED/INSTALLED BY VILLAGE)

7. 5/8" x 3/4" METER TAIL AND 3/4" x 3/4" PVC FEMALE ADAPTER. (PROVIDED/INSTALLED BY VILLAGE)

8. 3" SCH 40 PVC CASING, PVC CASING RED FOR ALL SERVICES INSTALLED IN PAVED AREAS. MINIMUM LENGTH OF CASING SHALL BE WIDTH OF PAVEMENT + 2" ON EACH END.

9. LOCATION OF WATER SERVICES SHALL BE DETERMINED IN THE FIELD BY OWNER OR RESIDENT PROJECT REPRESENTATIVE.

10. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE 18" CENTERS (MIN).

11. MINIMUM COVER FOR SERVICE LINES SHALL BE 2'-0".

12. ALL BRASS COMPONENTS THAT COME IN CONTACT WITH POTABLE WATER SHALL MEET NSF/ANSI STANDARD 61, ANNEX C AND/OR NSF/ANSI STANDARD 372 AS APPLICABLE. BRASS ALLOY SHALL NOT CONTAIN MORE THAN 0.25% LEAD BY WEIGHT.

13. WATER SERVICE ARE NOT TO BE INSTALLED UNDER DRIVEWAYS OR SIDEWALKS.

TYPICAL SINGLE WATER SERVICE

TYPICAL DOUBLE WATER SERVICE

LEGEND:

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VILLAGE UTILITY STANDARDS UPDATED MAY 2019

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NO. DATE REVISIONS BY APPROV CONSULTANT

THOMAS ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

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PROJECT No.: FJ230012
DRAWN BY: MUL
CHECKED BY: BMU
CAD LID.: FJ230012-UTILITY-DETAILS

PRELIMINARY
ENGINEERING
PLANS

FOR
VILLAGE COLLECTION
OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS ENGINEERING GROUP

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No. 68345
PROFESSIONAL ENGINEER
November 14, 2023
FLORIDA BUSINESS & PROFESSIONAL SEAL
FLORIDA BUSINESS & PROFESSIONAL SEAL No. 27528

SHEET TITLE:
UTILITY DETAILS

SHEET NUMBER:
C-10

ELEVATIONS BASED ON NAVD '88

1 OF 1

TRAFFIC IMPACT ANALYSIS

Village Collection of Palm Springs Palm Springs, FL

Prepared for:
10th Avenue Partnership LTD.
Palm Springs, Florida

Prepared by:


Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
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205002
September 2023
© MacKenzie Engineering and Planning, Inc.
CA 29013



Shaun G. MacKenzie P.E.
PE Number 61751

9/22/23

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

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Exhibits 2A & 2B. Test I Part II – AM Peak Hour
Exhibits 3A & 3B. Test I Part II – PM Peak Hour
Exhibit 4. Test 2
Exhibits 5-12. Intersection Development Worksheets – Critical Sum Analysis
Exhibit 13. HCS7 Intersection Analysis (DW 2 & Florida Mango Road)

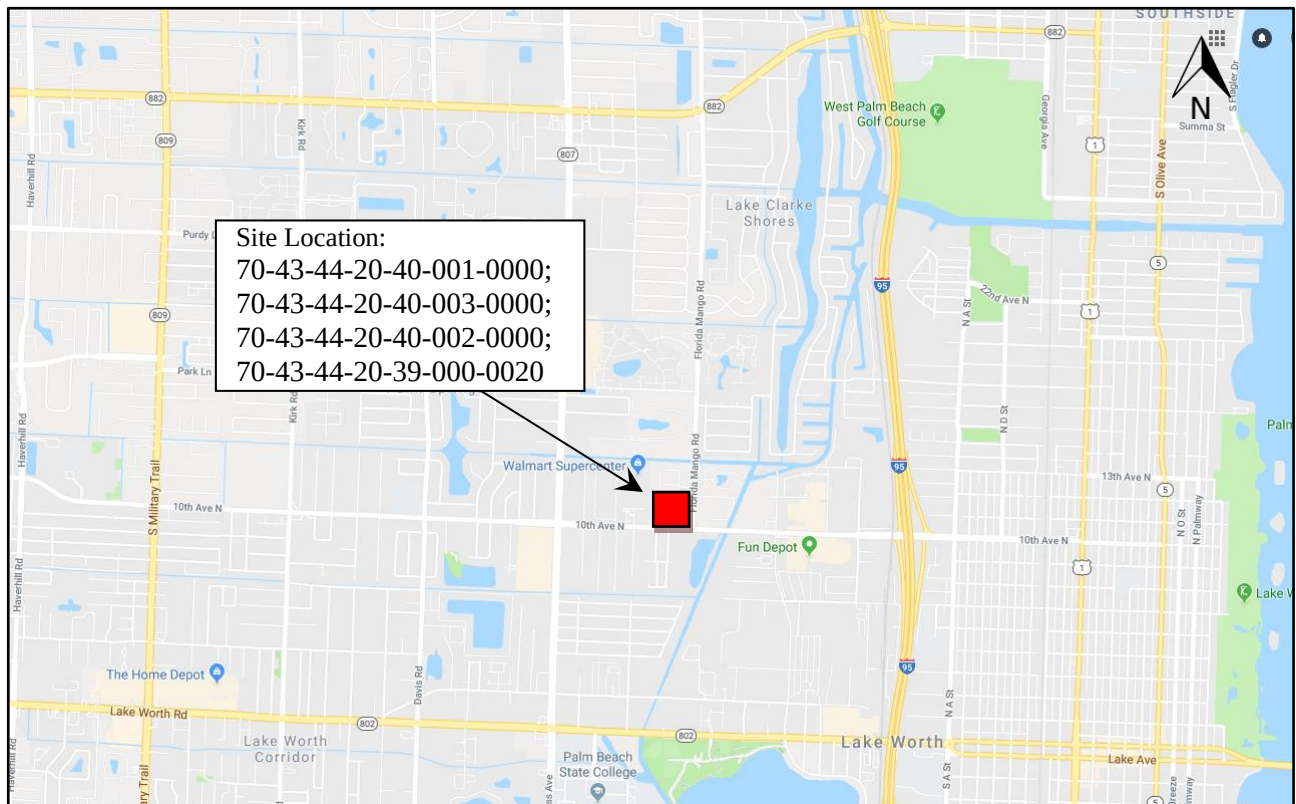
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Appendix A. Palm Beach Trip Generation Rates
Appendix B. Committed Roadway Segment Traffic Volumes
Appendix C. Committed Intersection Traffic Volumes
Appendix D. Peak Season Adjustment Factors
Appendix E. FDOT Online Counts – Station 93-0170
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INTRODUCTION

MacKenzie Engineering and Planning, Inc. (MEP) was hired to conduct a traffic study to assess the effects on traffic caused by a proposed development located on the northwest corner of 10th Avenue and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). A buildout year of 2028 was analyzed for the proposed project. The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel. Figure 1 illustrates the site location.

Figure 1. Site Location



TRIP GENERATION

The study uses Palm Beach County trip generation rates and equations for General Office (ITE Land Use 710), Fast Food Restaurant with Drive-Through Window (ITE Land Use 934), Drive-In Bank (Land Use 912) and Hotel (ITE Land Use 310).

Existing Uses

The existing project includes the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 86,272 SF General Office (ITE Land Use 710)

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

Proposed Uses

The proposed project will develop the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 8,595 SF Fast Food Restaurant w/DT (ITE Land Use 934)
- 236 Rooms Hotel (ITE Land Use 310)

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

Net Change

The change of net new external trips:

- 2,689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4,641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

Trip Generation calculations are detailed in Exhibit 1A.

Internal Capture

The approved AM and PM peak hour internal capture is conservatively estimated at 2.3 and 4.8 percent, respectively. The proposed internal capture is estimated at 4.1 and 6.3 percent for AM and PM peak hour conditions, respectively.

This is a conservation rate given the potential interaction between the diverse uses on the site. Internal capture calculations are detailed in Exhibits 1B – 1E.

Pass-by Trip Capture

The proposed pass-by capture is in accordance with the Palm Beach County pass-by rates for the respective land uses, as shown in Table 2.

Table 1. Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing Site Traffic									
Drive-In Bank General Office (10-250ksf)	4.081	1000 SF	410	41	24	17	86	43	43
	86.272	1000 SF	935	131	115	16	124	21	103
	Subtotal		1,345	172	139	33	210	64	146
PM/ DAILY									
<u>Internal Capture</u> Drive-In Bank General Office (10-250ksf)	4.9%	5.8%	24	2	1	1	5	4	1
	1.5%	4.0%	38	2	1	1	5	1	4
	Subtotal		62	4	2	2	10	5	5
2.3% 4.8%									
<u>Pass-By Traffic</u> Drive-In Bank General Office (10-250ksf)	47.0%		181	18	11	7	38	18	20
	10.0%		90	13	11	2	12	2	10
	Subtotal		271	31	22	9	50	20	30
NET APPROVED TRIPS			1,012	137	115	22	150	39	111
Total Approved Driveway Volumes			1,283	168	137	31	200	59	141
Proposed Site Traffic									
Drive-In Bank Fast Food Restaurant w/ DT Hotel	4.081	1000 SF	410	41	24	17	86	43	43
	8.595	1000 SF	4,018	383	195	188	284	148	136
	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
PM/ DAILY									
<u>Internal Capture</u> Drive-In Bank Fast Food Restaurant w/ DT Hotel	4.9%	7.0%	29	2	1	1	6	3	3
	2.9%	4.9%	198	11	5	6	14	7	7
	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal			390	22	11	11	32	16	16
4.1% 6.3%									
<u>Pass-By Traffic</u> Drive-In Bank Fast Food Restaurant w/ DT Hotel	47.0%		179	18	11	7	38	19	19
	49.0%		1,872	182	93	89	132	69	63
	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			3,701	301	159	142	294	88	143
Total Proposed Driveway Volumes			5,924	511	269	242	477	246	231
NET CHANGE IN EXTERNAL TRIPS			2,689	164	44	120	144	49	32
NET CHANGE IN DRIVEWAY VOLUMES			4,641	343	132	211	277	187	90

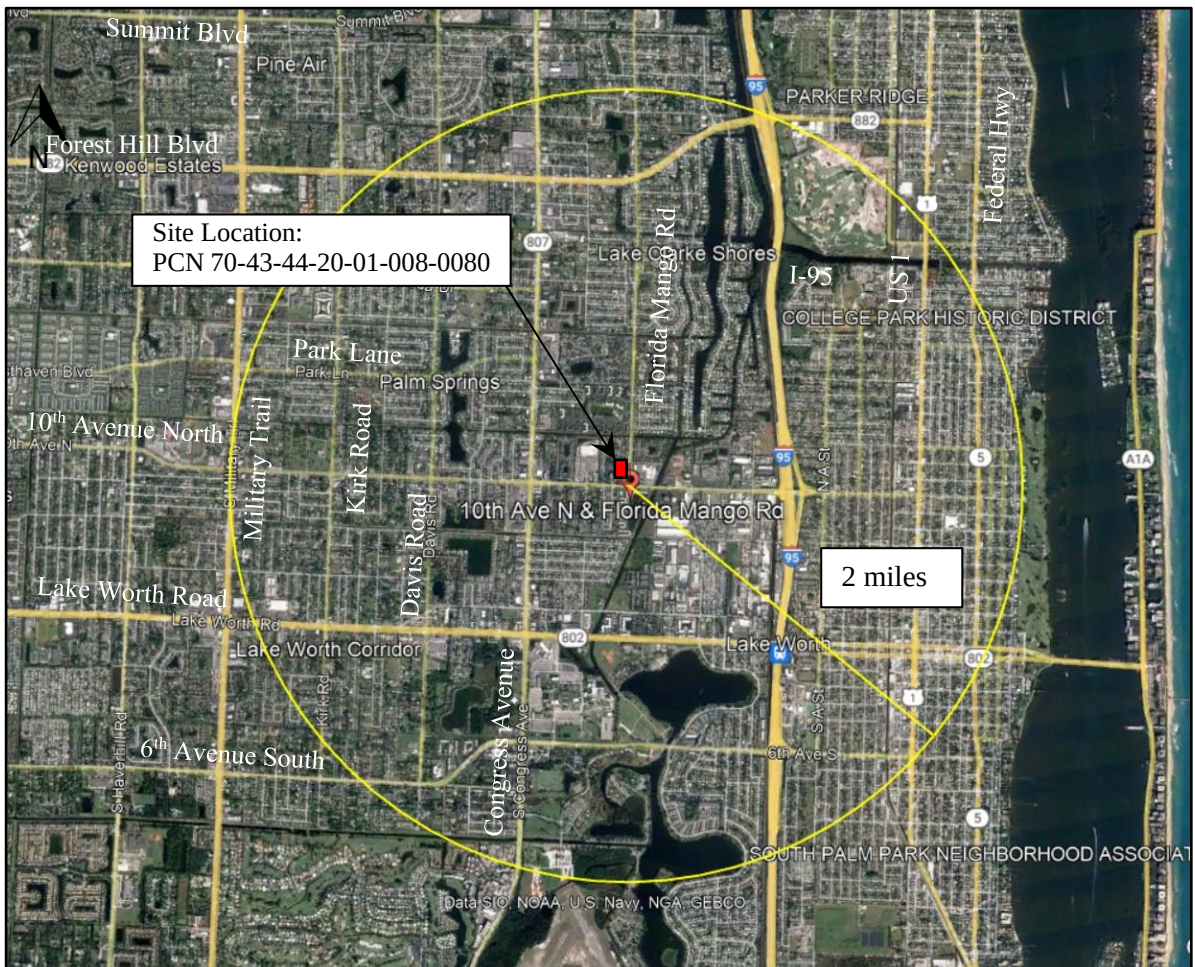
Table 2. Palm Beach County Trip Generation Rates

Note: Trip generation was calculated using the following data:								
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour		PM Peak Hour	
					in/out	Rate	in/out	Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

Radius of Impact

Based on Table 12.B.2.D-7 3A of Article 12 of the Palm Beach County Unified Land Development Code, for a peak hour trip generation of 164 AM peak hour and 144 PM peak hour trips, the radius of development influence shall be two miles for the AM and PM peak hours. Figure 2 displays the radius of development influence.

Figure 2. Radius of Development Influence



TRAFFIC DISTRIBUTION

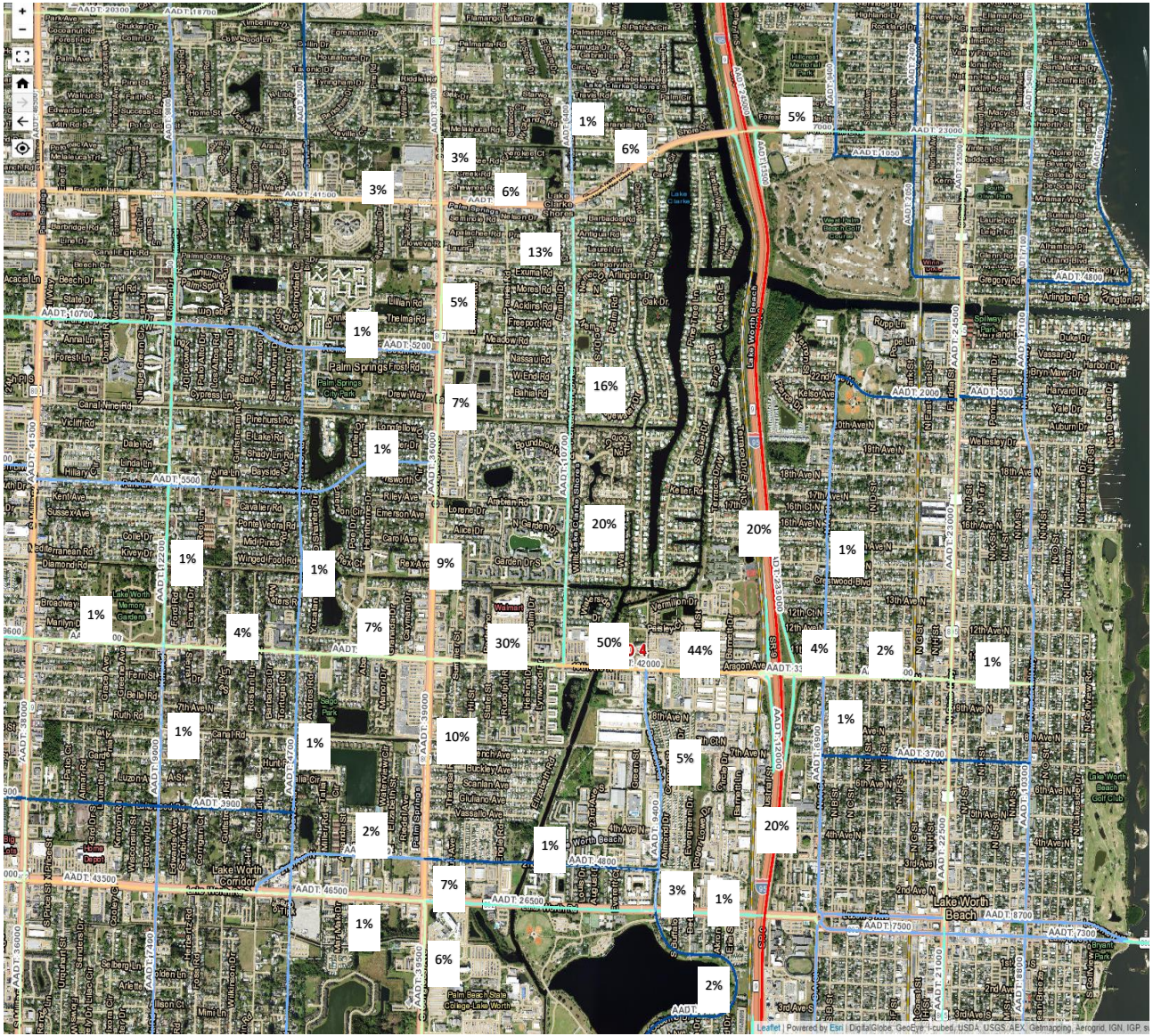
Traffic distribution and assignment was determined using engineering judgment, trip lengths, and a review of the roadway network in a process similar to the FSUTMS gravity model. The overall distribution is summarized by general directions and is depicted below:

NORTH	-	20 percent
EAST	-	50 percent
WEST	-	30 percent

TRAFFIC ASSIGNMENT

The distributed external trips for the project were assigned to the roadway network within the radius of influence based on the distribution. The traffic assignment is illustrated in Figure 3.

Figure 3. Traffic Assignment



Committed Projects

The Palm Beach County Traffic Division developed a database containing anticipated traffic volumes associated with committed development projects in the area. These volumes were obtained, and their impacts were added to the roadway links and intersections within the study area.

The TPS database contains committed roadway volumes for 10th Avenue North from I-95 to Congress Boulevard and Florida Mango Road from 10th Avenue North to Forest Hill Boulevard. The TPS database also contains committed intersection volumes for the intersections of 10th Avenue North and Florida Mango Road, 10th Avenue and Congress Boulevard and Florida Mango Rd and Forest Hill Boulevard.

Therefore, individual project information was generated based on the committed link, committed intersection and committed project information.

Historical Growth

According to the requirements of the TPS Article 12 Chapter C.1.C.4.b., the existing traffic volumes were adjusted using factors determined by a review of the historic traffic count data published by FDOT. The study uses a 0.5 percent growth rate as shown in Table 3.

Table 3. Growth Rate Calculation

Road	From	To	Sta ID	2018	2019	2020	2021	2022		Growth Rate
Congress Ave.	10th	Lake Worth Rd	930490	46,500	45,500		45,000	39,000		0.4%
10th Ave North	Congress Ave	I-95	930170	31,996	31,960	32,520	32,274	31,629		0.1%
Weighted Average										0.3%
Growth Rate Used										0.50%

ASSURED AND PROGRAMMED CONSTRUCTION

A review was conducted of the Five-Year Plans of Palm Beach County and FDOT, as well as those improvements committed by the developers of projects in the area. No improvements were identified.

TEST ONE - PART I (INTERSECTION ANALYSIS)

According to the County's TPS Section 2.A.1, Part I of Test One requires an analysis of the major intersection(s) nearest to each link that is directly assessed and significantly impacted by the proposed project.

Intersections on Project Accessed Links

The project directly accesses and significantly impacts 10th Avenue North from Congress Avenue to Project Site, from Project Site to Florida Mango Road, from Florida Mango Road to Boutwell Road and from Boutwell Road to I-95. Also, there is a significant impact on Florida Mango Road from Forest Hill Boulevard to Project Site and from Project Site to 10th Avenue North.

The intersections within the study area were evaluated in 2028 total (existing traffic plus background plus project) traffic conditions. This study analyzes the impacts to the following intersections for the AM and PM peak hours:

- 10th Avenue North and Congress Avenue – AM & PM peak hour
- 10th Avenue North and Florida Mango Rd – AM & PM peak hour
- Florida Mango Rd and Forest Hill Boulevard – AM & PM peak hour

The intersections were analyzed using the Critical Sum planning methodology as outlined in the 1985 Highway Capacity Manual (HCM).

10th Avenue North and Florida Mango Rd

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 5B and 6B.

10th Avenue North and Congress Avenue

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour for the AM peak hour as shown Table 4 and detailed in Exhibits 7B. For the PM peak hour, the following background improvement is necessary for the intersection to operate acceptedly (Table 4 and Exhibit 8B):

- Add a southbound left lane.

Florida Mango Rd and Forest Hill Boulevard

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 9B and 10B.

Table 4. Critical Sum Analysis

<u>Intersection</u>	<u>Background</u>	<u>Background with Improvements (Pre-Development)</u>	<u>Total (with Bckgrnd Improve)</u>
<u>AM Peak Hour</u>			
10th Avenue North and Florida Mango Road	-	-	903
10th Avenue North and Congress Boulevard	-	-	1,266
Forest Hill Boulevard and Florida Mango Road	-	-	1,325
<u>PM Peak Hour</u>			
10th Avenue North and Florida Mango Road	-	-	1,282
10th Avenue North and Congress Boulevard	1,441	1,373	1,376
Forest Hill Boulevard and Florida Mango Road	-	-	1,387

Total Traffic Analysis with Improvements

Project site traffic was added to the background traffic with the PM Peak Hour Background Needed Improvements for the 10th Avenue & Congress Boulevard intersection. The critical sum analysis shows that the intersections are projected to operate acceptably with background improvements.

Test One – Part I is satisfied.

TEST ONE - PART II (LINK EVALUATION)

According to the County's TPS, Part II of Test One requires a one-way peak hour link performance standard evaluation for each significant link considering its total one-way peak hour traffic volume and the roadway laneage to be in place by the end of the project buildout in 2028. Significant links are road segments impacted by project traffic that equals or exceeds one percent of a roadway's service volume.

Total Peak Hour

The project related traffic and total traffic for the AM and PM peak hours for one-way peak hour conditions are shown in Exhibits 2A and 3A, respectively. Based on the County's TPS, the following links are considered significantly impacted (project traffic consumes more than one percent of the roadway's service volume) by the project during the AM and PM peak hour.

AM Peak Hour

Florida Mango Road

- Northbound/Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Congress to Project Site
- Westbound – Project Site to Florida Mango Road
- Eastbound/Westbound – Florida Mango to Boutwell Road
- Eastbound/Westbound – Boutwell Road and I-95

PM Peak Hour

Florida Mango Road

- Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Project Site to Florida Mango Road
- Westbound – Florida Mango to Boutwell Road
- Westbound – Boutwell Road and I-95

For the segments that are significant a link volume analysis was undertaken to check if the standards for Test 1 are satisfied. Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Congress Avenue to Florida Mango Road,
- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,
- A 6-laning improvement on 10th Avenue from Boutwell Road to I-95.

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably.

Test One – Part II is satisfied.

TEST TWO – PART I (LINK EVALUATION)

Based on the requirements of Palm Beach County's TPS, an analysis was undertaken for all the roadway links included in the Palm Beach County Thoroughfare Map within the maximum radius of development influence to determine the Test Two significantly impacted links. Per Palm Beach County standards, all the roadway links on which the project traffic impact is greater than 3% of the LOS-E service volume are considered significantly impacted by the project traffic.

Total Peak Hour

A Test Two one-way peak hour link performance standard evaluation was undertaken for all thoroughfare links within the project study area. The analysis was performed considering the peak hour background traffic volume and the peak hour project traffic volume to be in place in 2028. Based on the analysis, the following segments are significantly impacted as shown in Exhibit 4A.

AM Peak Hour

Florida Mango Road

- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Eastbound – Florida Mango to Boutwell Road

Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably as shown in Exhibit 4B.

Test Two – Part I is satisfied.

ACCESS

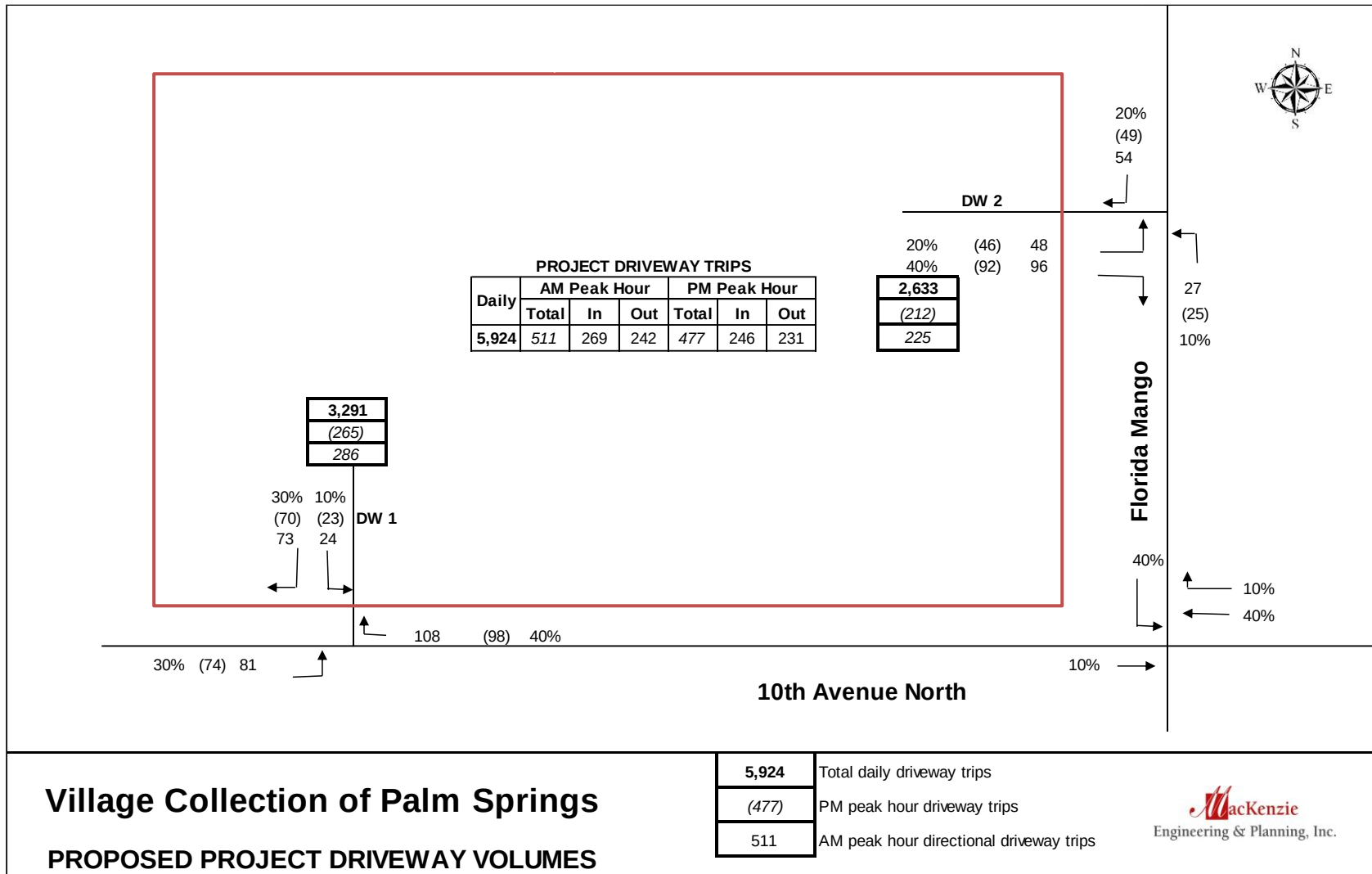
Driveways

The project site has the following existing driveways:

- 10th Avenue North – Driveway 1 – Full Opening
- Florida Mango Road – Driveway 2 – Full Opening

Figure 4 presents the anticipated driveway volumes.

Figure 4. Driveway Volumes



Turn Lanes

Driveway 1 – 10th Avenue North

Ingress Right Turn Lane

A right-turn lane at this location is required because the projected right-turn volume of 108 vehicles does satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

- a) The adjacent street roadway AADT exceeds 10,000 (29,500); and (Met)
- b) Driveway volume exceeds 1,000 vehicles per day (3,291); and (Met)
- c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (108). (Met)

Ingress Left Turn Lane

A left-turn lane at this location is required because the projected left-turn volume of 81 vehicles does satisfy criteria identified within 300 Driveways and Other Turnouts Section 6A.

PBC Code 300 Driveways and Other Turnouts Section 6A. Requirements for a left-turn lane:

- a) Left turn ingress volumes exceed 30 vehicles per hour per peak hour (81). (Met)

Based on Palm Beach County Code, a left-turn lane into the site is required or needed.

A left-turn lane into the entrance exists.

Driveway 2 – Florida Mango Road

Ingress Right Turn Lane

A right-turn lane at this location is not required because the projected right-turn volume of 54 vehicles does not satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

- a) The adjacent street roadway AADT exceeds 10,000 (10,700); and (Met)
- b) Driveway volume exceeds 1,000 vehicles per day (2,633); and (Met)
- c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (54). (Not met)

Ingress Left Turn Lane

A left-turn lane into the entrance exists.

MEP evaluated the Florida Mango Road & Driveway 2 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0). The intersection is projected to operate acceptably.

CONCLUSION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

EXHIBITS

EXHIBIT 1A									
Village Collection of Palm Springs									
Trip Generation									
Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
Internal Capture									
Drive-In Bank	AM 4.9%	PM/ DAILY 5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			1,012	137	115	22	150	39	111
Total Approved Driveway Volumes			1,283	168	137	31	200	59	141
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
Internal Capture									
Drive-In Bank	AM 4.9%	PM/ DAILY 7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			3,701	301	159	142	294	88	143
Total Proposed Driveway Volumes			5,924	511	269	242	477	246	231
NET CHANGE IN EXTERNAL TRIPS			2,689	164	44	120	144	49	32
NET CHANGE IN DRIVEWAY VOLUMES			4,641	343	132	211	277	187	90
Note: Trip generation was calculated using the following data:									
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour		PM Peak Hour		
					in/out	Rate	in/out	Equation	
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59	
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01	
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44	
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03	

EXHIBIT 1B

Analysis Period: PM____, Midday____, AM X . Project Number: 205002 Task Number: _____
Analyst: MEP Project Name: Village Collection of Palm Springs
Date: 9/22/2023 Scenario: AM Peak Hour - Existing

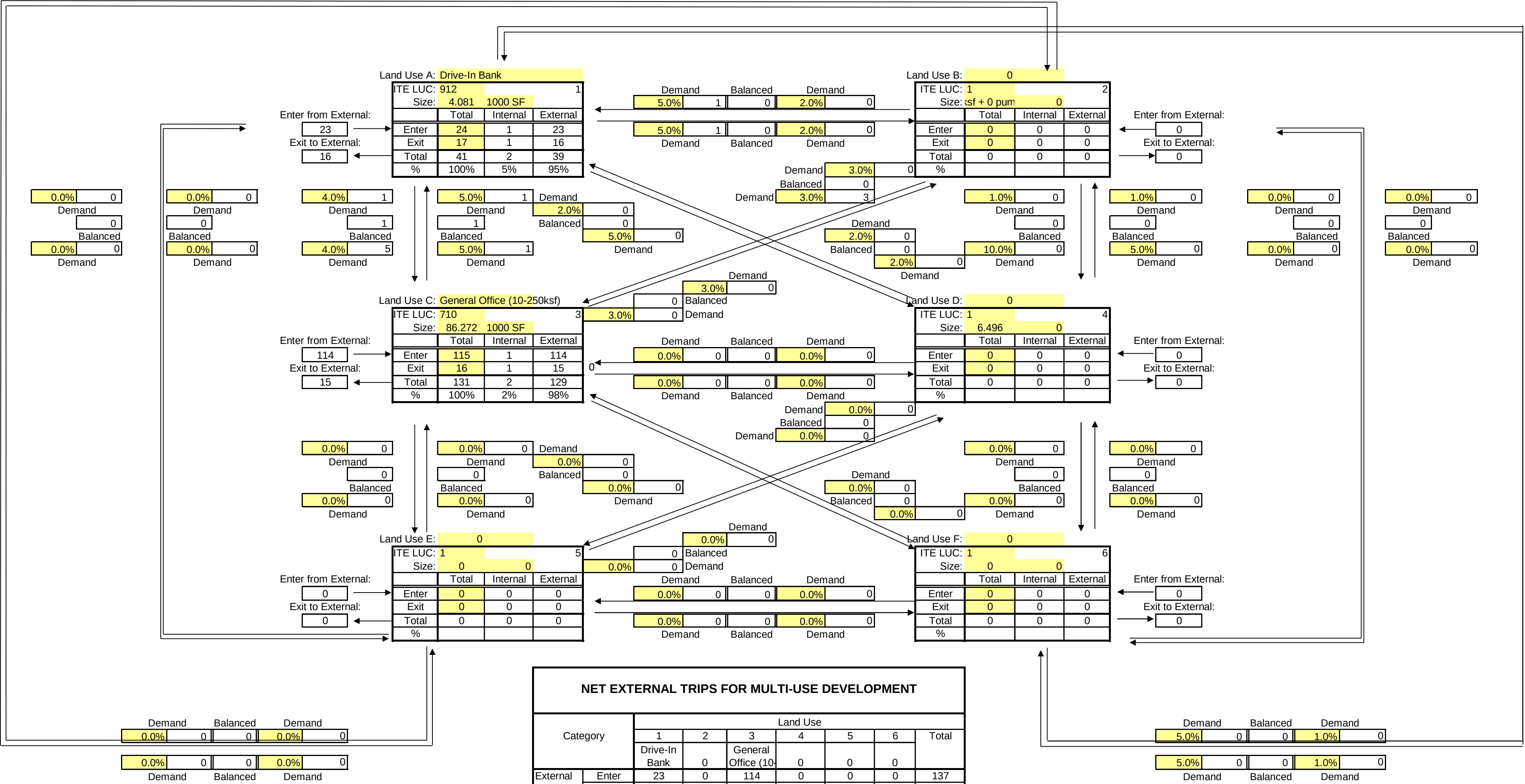


EXHIBIT 1C

Analysis Period: PM_X, AM.

Analyst: MEP

Date: 9/22/2023

Project Number: 205002

Project Name: Village Collection of Palm Springs

Scenario: PM Peak Hour -Existing

Task Number:

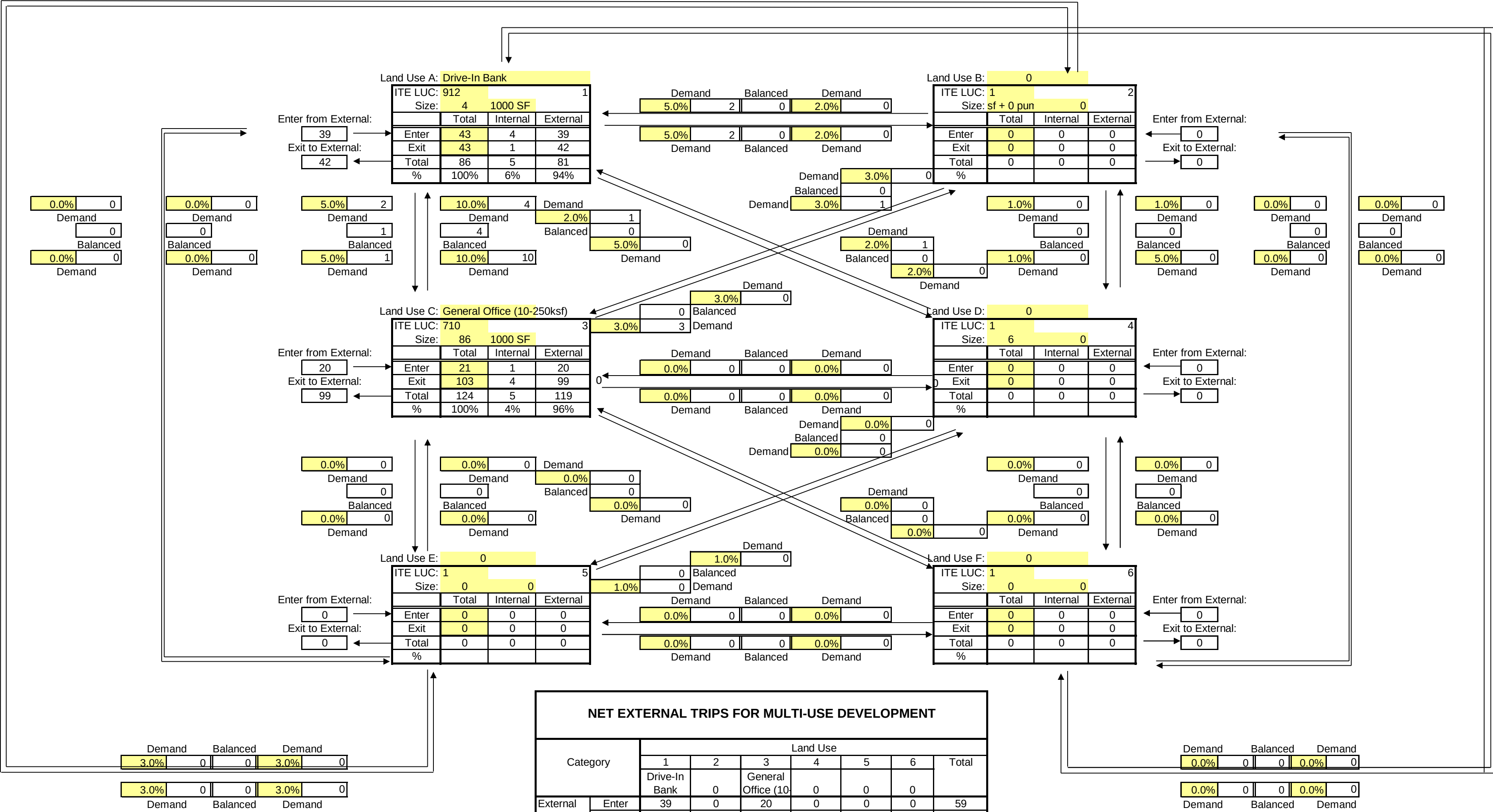


EXHIBIT 1D

Analysis Period: PM____, Midday____, AM X . Project Number: 205002 Task Number: _____
Analyst: MEP Project Name: Village Collection of Palm Springs
Date: 9/22/2023 Scenario: AM Peak Hour - Proposed

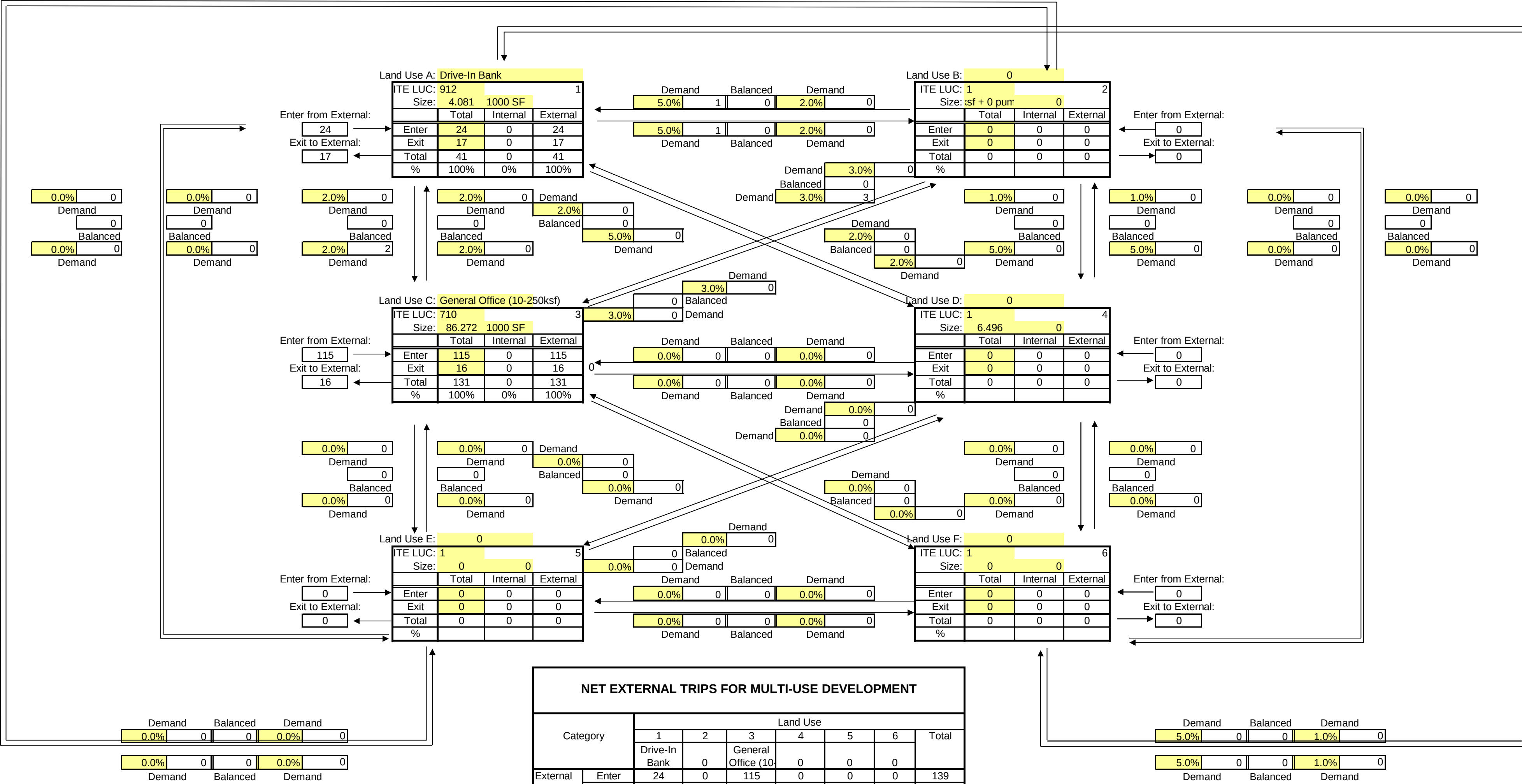


EXHIBIT 1E

Analysis Period: PM_X, AM.

Analyst: MEP

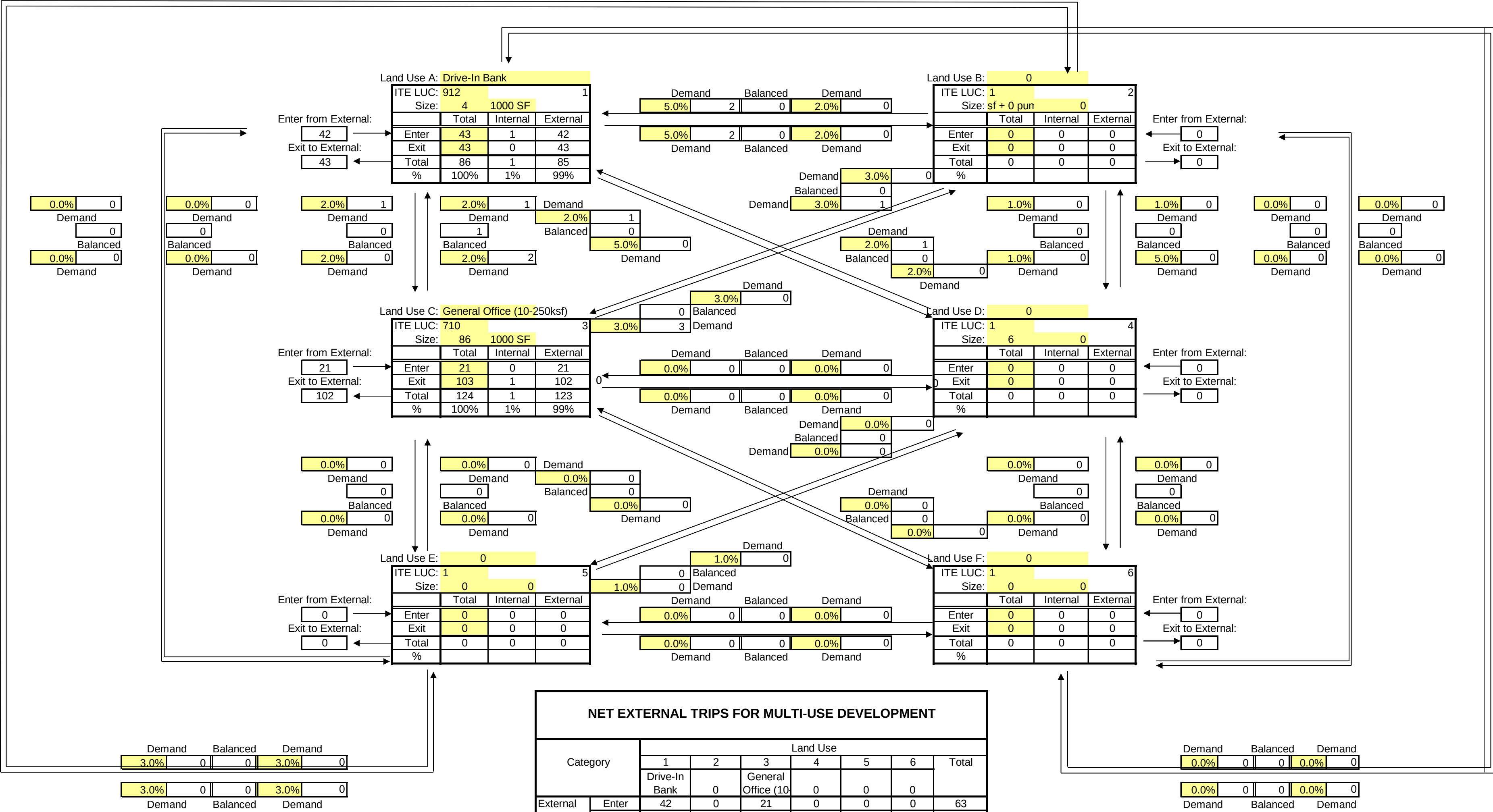
Date: 9/22/2023

Project Number: 205002

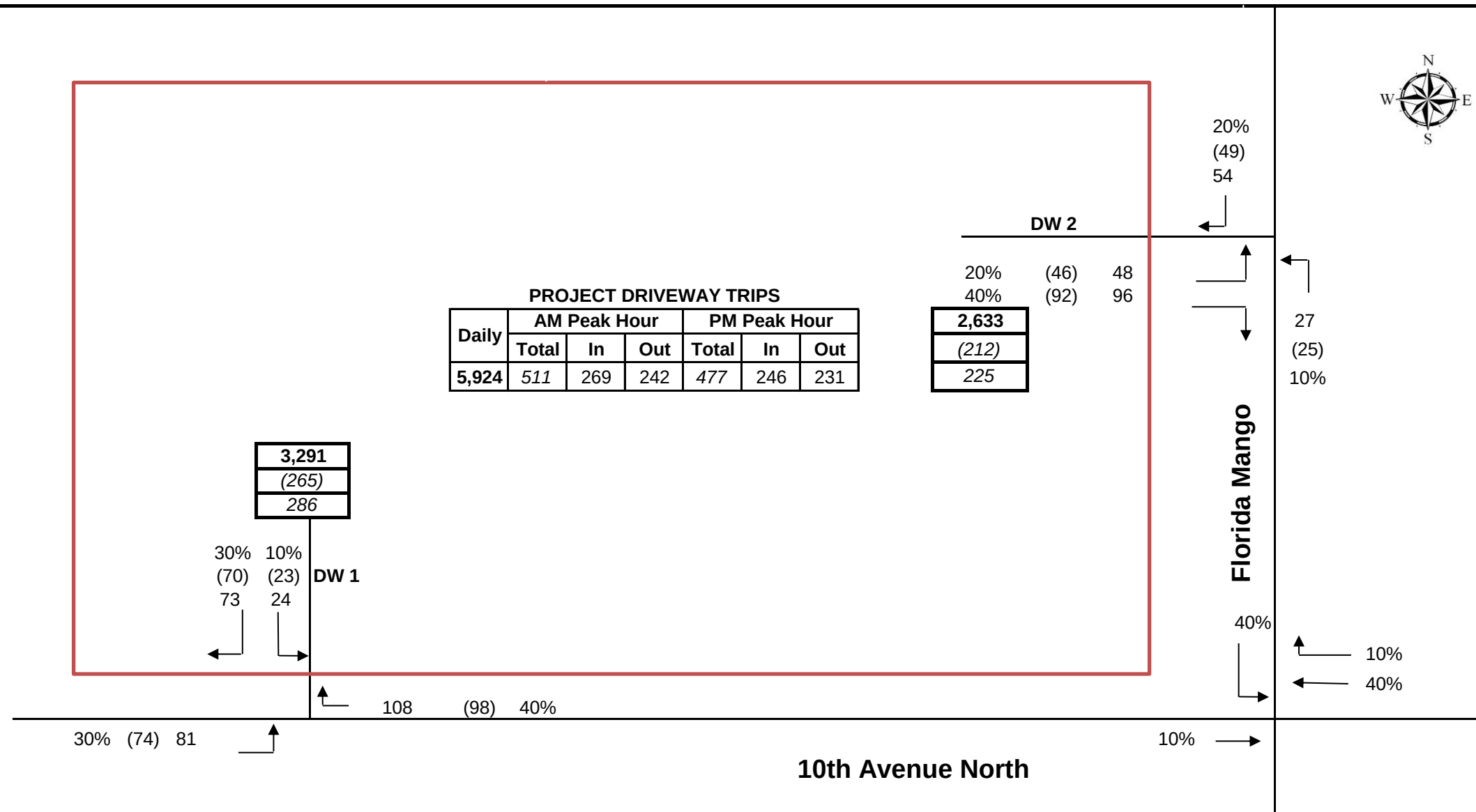
Project Name: Village Collection of Palm Springs

Task Number:

Scenario: PM Peak Hour -Proposed



FIGURE



Village Collection of Palm Springs
PROPOSED PROJECT DRIVEWAY VOLUMES

5,924	Total daily driveway trips
(477)	PM peak hour driveway trips
511	AM peak hour directional driveway trips

[illegible]

EXHIBIT 2B - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway FromTo		Class	2028 Background Needed Lanes		Project Trips		2028		2028 Total		Meets Test 1 Standard ?	
			Number Of Lanes	LOS 'D' Capacity			Background		NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road												
Forest Hill Blvd	Project Site	1	2L	880	24	9	345	516	369	525	Yes	Yes
Project Site	10th Avenue North	1	2L	880		48		516		564		Yes
10th Avenue North												
Congress Avenue	Project Site	2	6LD	2,680	13	36		1,524		1,560		Yes
Project Site	Florida Mango Rd	2	6LD	2,680		18		1,524		1,542		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	60	22	1,975	1,584	2,035	1,606	Yes	Yes
Boutwell Rd	I-95	2	6LD	2,680	53	19	2,024	1,609	2,077	1,628	Yes	Yes

EXHIBIT 3A - PM PEAK HOUR Village Collection of Palm Springs TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS																														
Roadway FromTo		Class	Existing		Committed		Percent	Project		Significance		Significant		2022 PM		2023 PM			Growth	Committed		Committed Traffic		Growth from Historic		2028 Background Peak Hour Volume		Meets Test 1		Backgrnd Needed Improv.
			Number	LOS 'D'	Number	LOS 'D'																								
			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	Station	Factor	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	Standard ?	
Florida Mango Road	Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	0	0	0.0%	0.0%	no	no					0.5%											
	Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	6	10	0.7%	1.1%	no	YES			498	35820	0.5%	44	50		84		13		582		Yes	
	Project Site	10th Avenue North	1	2L	880	2L	880	10%	5		0.6%		no				498	35820	0.5%	44	50									
	Project Site	10th Avenue North	1	2L	880	2L	880	40%		13		1.5%		YES			498	35820	0.5%	44	50		75		13		573	Yes	Yes	
10th Avenue North	Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	0	0.0%	0.0%	no	no				4603	0.5%											
	Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	2	0.2%	0.1%	no	no				4653	0.5%											
	Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	15	10	0.8%	0.56%	no	no				35820	0.5%	229	205									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	3		0.2%		no					35820	0.5%	229	205									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		20		1.1%		YES			1,737	35820	0.5%	229	205		294		44		2,031	No	6-Laning	
	Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	16	25	0.9%	1.4%	no	YES	1,639	1,565			0.5%	227	231		327		48		1,892	No	6-Laning	
	Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	14	22	0.8%	1.2%	no	YES	1,639	1,565			0.5%	213	248		344		48		1,909	No	6-Laning	
	I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	1	2	0.1%	0.1%	no	no																
Congress Avenue	Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	3	4	0.1%	0.1%	no	no																
	10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	5	3	0.2%	0.1%	no	no																
Forest Hill Blvd	Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6%	3	2	0.1%	0.1%	no	no																
	Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6%	2	3	0.1%	0.1%	no	no																
Boutwell Road	10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	2	2	0.2%	0.2%	no	no																

EXHIBIT 3B - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

EXHIBIT 3B - PM PEAK HOUR Village Collection of Palm Springs TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS													
Roadway FromTo		Class	2028 Background Needed Lanes		Percent Project Assign	Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
			Number Of Lanes	LOS 'D' Capacity		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Summit Blvd	Forest Hill Blvd	1	2L	880	1%	0	0						
Forest Hill Blvd	Project Site	1	2L	880	20%	6	10		582		592		Yes
Project Site	10th Avenue North	1	2L	880	10%	5							
Project Site	10th Avenue North	1	2L	880	40%		13		573		586		Yes
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	30%	15	10						
Project Site	Florida Mango Rd	2	6LD	2,680	40%		20		2,031		2,051		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	50%	16	25		1,892		1,917		Yes
Boutwell Rd	I-95	2	6LD	2,680	44%	14	22		1,909		1,931		Yes

EXHIBIT 4A
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway From		To	Class	Existing		Committed		Percent Project Assign	AM Peak Hour		PM Peak Hour		Project Significance				Significant Impact ???
				Number Of Lanes	LOS 'E' Capacity	Number Of Lanes	LOS 'E' Capacity		Project Trips		Project Trips		AM		PM		
									NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	
Florida Mango Road																	
	Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0	0	0.1%	0.0%	0.0%	0.0%	No
	Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	6	10	2.7%	1.0%	0.7%	1.1%	No
	Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		5		0.5%		0.6%		No
	Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		13		5.5%		1.5%	Yes
10th Avenue North																	
	Military Trail	Kirk Rd	2	5L	1,870	5L	1,870	1%	0	1	0	0	0.0%	0.1%	0.0%	0.0%	No
	Kirk Rd	Congress Ave	2	5L	1,870	5L	1,870	7%	3	8	3	2	0.2%	0.4%	0.2%	0.1%	No
	Congress Avenue	Project Site	2	5L	1,870	5L	1,870	30%	13	36	15	10	0.7%	1.9%	0.8%	0.5%	No
	Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	10%	12		3		0.6%		0.2%		No
	Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	40%		18		20		1.0%		1.1%	No
	Florida Mango Road	Boutwell Rd	2	5L	1,870	5L	1,870	50%	60	22	16	25	3.2%	1.2%	0.9%	1.3%	Yes
	Boutwell Rd	I-95	2	5L	1,870	5L	1,870	44%	53	19	14	22	2.8%	1.0%	0.8%	1.2%	No
	I-95	N. Dixie Hwy	2	5L	1,870	5L	1,870	4%	5	2	1	2	0.3%	0.1%	0.1%	0.1%	No

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\fl mango - 9-22-2023.xlsx\test 2 (mango)

EXHIBIT 4B
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway From	To	Class	Committed		AM Peak Hour		2023 AM			Growth Factor	Committed		Committed		2028 PM		Backgrnd Needed Improve	Bckgrnd Improved Capacity	Bckgrnd Meets Test 2 Standards	2028 AM Total		Meets Test 2 Standards?
			Number Of Lanes	LOS 'E' Capacity	Project Trips	PHPD Volume			Traffic		Traffic + 1% Growth Rate		Background		NB/EB	SB/WB						
						NB/EB	SB/WB	NB/EB	SB/WB		Station	NB/EB	SB/WB	NB/EB						SB/WB	NB/EB	
Florida Mango Road	10th Avenue North	1	2L	880		48		451	ID 35820	0.50%		42		65		516			Yes		564	Yes
10th Avenue North	Boutwell Rd	2	5L	1,870	60		1,689		930170	0.50%	182		286		1,975		6-Laning	2,830	Yes	2,035		Yes

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\fl mango - 9-22-2023.xlsx\test 2 (mango) (2)

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 5A
Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	13	307	5	0	5	199	26	0	15	3	9	0	49	3	24	658
7:15 AM	7:30 AM	0	19	223	2	0	0	214	25	0	6	2	15	0	54	3	24	587
7:30 AM	7:45 AM	0	12	258	4	0	3	221	29	0	9	2	7	0	54	1	47	647
7:45 AM	8:00 AM	0	20	222	4	0	0	227	24	0	12	3	6	0	51	0	27	596
8:00 AM	8:15 AM	0	28	267	8	0	2	217	24	0	8	2	7	0	53	3	36	655
8:15 AM	8:30 AM	0	29	269	5	0	2	224	32	0	5	0	5	0	47	1	40	659
8:30 AM	8:45 AM	0	18	301	4	0	1	210	32	0	6	3	8	0	57	2	36	678
8:45 AM	9:00 AM	0	23	273	4	0	4	239	29	0	6	0	3	0	37	3	45	666

Peak Hour Traffic Volume

8:00 AM	9:00 AM	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157	2658
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Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Seasonal Factor	0	10	111	2	0	1	89	12	0	3	1	2	0	19	1	16
Estimated 2022	0	108	1221	23	0	10	979	129	0	28	6	25	0	213	10	173
Growth 1%	0	8	88	2	0	1	71	9	0	2	0	2	0	15	1	12
Committed*	0	0	82	0	0	0	23	7	0	0	0	0	0	0	0	0
Committed + 1%	0	8	170	2	0	1	94	16	0	0	0	2	0	15	1	12
Growth 0.5%	0	4	43	1	0	0	35	5	0	1	0	1	0	8	0	6
Growth 0.5% or Committed + 1%	0	8	170	2	0	1	94	16	0	1	0	2	0	15	1	12
2028 Bckgrnd Volumes	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Assignment in/out Project			10% out 18 **				40% in 42 **	10% in 10 **						40% out 72 **		
Post	0	116	1409	25	0	6	1115	155	0	29	6	27	0	300	11	185
Existing	0	108	1,221	23	0	10	979	129	0	28	6	25	0	213	10	173
Pre	0	116	1,391	25	0	11	1,073	145	0	29	6	27	0	228	11	185
Post	0	116	1,409	25	0	6	1,115	155	0	29	6	27	0	300	11	185

* Committed Traffic from TPS database

** Rounded for volume balancing

Village Collection of Palm Springs
AM PEAK HOUR
EXHIBIT 5B
Florida Mango Road & 10th Ave N
Critical Volume Analysis

	Eastbound	Westbound	Northbound	Southbound
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	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT
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6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
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Background Volume	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Total Project Volume	0	0	18	0	0	0	0	10	0	0	0	0	0	72	0	0
Total Volume		116	1,409	25		6	1,073	155		29	6	27		300	11	185
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		116	1434	< 0		6	1073	155		29	33	< 0		0 >	311	185
Approach Volume	1,550				1,234				62				496			
Per Lane Volume b4 RTOR		116	717	0		6	537	155		29	33	0		0	156	185
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		116	712	0		6	537	95		29	23	0		0	156	125
North-South Critical	NB + SB						185									
East-West Critical	WB LT + EB TH =						718			EB LT + WB TH = 653						
Maximum Critical Sum	185			+			718			=			903			

STATUS ?	UNDER
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STATUS ?	UNDER
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Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 6A
Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	50	222	9	0	3	322	71	0	5	0	7	0	48	4	40	781
4:15 PM	4:30 PM	0	40	222	8	0	3	315	45	0	5	5	5	0	39	5	42	734
4:30 PM	4:45 PM	0	49	249	11	0	13	343	51	0	1	1	4	0	49	1	41	813
4:45 PM	5:00 PM	0	49	246	13	0	5	312	42	0	5	1	6	0	59	3	57	798
5:00 PM	5:15 PM	0	43	218	5	0	6	362	63	0	3	4	7	0	39	8	44	802
5:15 PM	5:30 PM	0	40	213	10	0	10	338	67	0	13	1	10	0	52	2	48	804
5:30 PM	5:45 PM	0	44	222	10	0	12	321	61	0	10	6	3	0	54	1	51	795
5:45 PM	6:00 PM	0	58	245	8	0	9	343	62	0	7	3	11	0	43	3	41	833
Peak Hour Traffic Volume																		
5:00 PM	6:00 PM	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184	3234

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Seasonal Factor	0	19	90	3	0	4	136	25	0	3	1	3	0	19	1	18
Estimated 2022	0	204	988	36	0	41	1500	278	0	36	15	34	0	207	15	202
		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%
Estimated 2022	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Growth 1%	0	15	71	3	0	3	108	20	0	3	1	2	0	15	1	15
Committed*	0	0	51	0	0	0	64	20	0	0	0	0	0	0	0	0
Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
Growth 0.5%	0	6	30	1	0	1	46	8	0	1	0	1	0	6	0	6
Growth 0.5% or Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
2028 Bckgrnd Volumes	0	219	1110	39	0	39	1672	318	0	39	16	36	0	222	16	217
Assignment in/out Project			10% out 12 **				40% in 87 **	10% in 21 **						40% out 50 **		
Post	0	219	1122	39	0	39	1759	339	0	39	16	36	0	272	16	217
Existing	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Pre	0	219	1,110	39	0	44	1,672	318	0	39	16	36	0	222	16	217
Post	0	219	1,122	39	0	39	1,759	339	0	39	16	36	0	272	16	217

** Rounded for volume balancing

Village Collection of Palm Springs
PM PEAK HOUR
EXHIBIT 6B
Florida Mango Road & 10th Ave N
Critical Volume Analysis

	Eastbound	Westbound	Northbound	Southbound
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	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT
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[illegible]

6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
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Background Volume	0	219	1110	39	0	39	1672	318	0	39	16	36	0	222	16	217
Total Project Volume	0	0	12	0	0	0	87	21	0	0	0	0	0	50	0	0
Total Volume	0	219	1,122	39	0	39	1,759	339	0	39	16	36	0	272	16	217

Critical Volume Analysis

No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		219	1161	< 0		39	1759	339		39	52	< 0		0 >	288	217
Approach Volume		1,380				2,137				91				505		
Per Lane Volume b4 RTOR		219	581	0		39	880	339		39	52	0		0	144	217
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		219	576	0		39	880	279		39	42	0		0	144	157

North-South Critical	NB + SB	183	
East-West Critical	WB LT + EB TH =	615	EB LT + WB TH = 1099

Maximum Critical Sum				
183	+	1099	=	1,282

STATUS ?	NEAR
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Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 7A
Congress & 10th Ave N

			ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM		0	77	218	65	2	72	102	73	1	15	210	65	0	42	124	15	1081
7:15 AM	7:30 AM		1	67	118	61	0	82	99	88	4	32	249	49	0	39	221	17	1127
7:30 AM	7:45 AM		1	68	144	53	0	101	103	72	3	30	242	55	0	41	249	20	1182
7:45 AM	8:00 AM		6	58	165	67	1	123	116	48	2	20	272	58	1	37	257	24	1255
8:00 AM	8:15 AM		3	64	168	66	2	120	101	66	4	31	220	84	2	51	206	14	1202
8:15 AM	8:30 AM		1	55	154	56	1	101	117	61	3	24	234	86	1	46	255	15	1210
8:30 AM	8:45 AM		4	62	187	48	0	127	108	75	3	34	188	80	0	49	181	16	1162
8:45 AM	9:00 AM		5	73	190	65	0	97	130	41	7	30	181	91	1	52	149	25	1137
Peak Hour Traffic Volume																			
7:30 AM	8:30 AM		11	245	631	242		445	437	247	12	105	968	283	4	175	967	73	4849

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	11	245	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Seasonal Factor	1	25	63	24	0	45	44	25	1	11	97	28	0	18	97	7
Estimated 2022	0	282	694	266	0	490	481	272	13	116	1065	311	4	193	1064	80
Growth 1%	0	20	50	19	0	35	35	20	0	8	77	22	0	14	77	6
Committed*	0	8	7	8	0	26	9	15	0	10	18	10	0	4	10	2
Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
Growth 0.5%	0	10	25	9	0	17	17	10	0	4	38	11	0	7	38	3
Growth 0.5% or Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
2028 Bckgrnd Volumes	0	310	751	293	0	551	525	307	13	134	1160	343	4	211	1151	88
Assignment in/out Project			10% in 4			10% out 12	10% out 12	10% out 12				10% in 4		10% in 4		
Post	0	310	755	293	0	563	537	319	13	134	1160	347	4	215	1151	88
Existing	0	282	694	266	0	490	481	272	13	116	1,065	311	4	193	1,064	80
Pre	0	310	751	293	0	551	525	307	13	134	1,160	343	4	211	1,151	88
Post	0	310	755	293	0	563	537	319	13	134	1,160	347	4	215	1,151	88

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 8A
Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	8	58	181	60	1	96	223	67	5	30	207	107	3	54	216	39	1355
4:15 PM	4:30 PM	12	48	164	50	0	121	244	76	7	44	215	88	1	45	239	30	1384
4:30 PM	4:45 PM	5	48	158	56	2	105	207	82	8	46	235	112	1	68	230	42	1405
4:45 PM	5:00 PM	8	45	153	47	2	124	188	76	6	45	255	116	0	68	295	45	1473
5:00 PM	5:15 PM	6	53	147	55	3	115	219	67	1	52	220	102	6	49	237	41	1373
5:15 PM	5:30 PM	11	35	142	31	0	126	225	70	2	59	261	100	3	41	230	34	1370
5:30 PM	5:45 PM	6	60	149	63	0	121	200	60	5	50	258	114	0	68	270	41	1465
5:45 PM	6:00 PM	5	48	179	55	5	103	205	68	3	54	207	88	1	57	247	34	1359
Peak Hour Traffic Volume																		
4:45 PM	5:45 PM	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161	5681

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Seasonal Factor	3	19	59	20	1	49	83	27	1	21	99	43	1	23	103	16
Estimated 2022	0	246	650	216	6	535	915	300	15	227	1093	475	10	249	1135	177
Growth 1%	0	18	47	16	0	39	66	22	0	16	79	34	0	18	82	13
Committed*	0	3	20	29	0	36	5	7	0	29	32	33	0	15	36	7
Committed + 1%	0	21	67	45	0	75	71	29	0	45	111	67	0	33	118	20
Growth 0.5%	0	9	23	8	0	19	33	11	1	8	39	17	0	9	40	6
Growth 0.5% or Committed + 1%	0	21	67	45	0	75	71	29	1	45	111	67	0	33	118	20
2028 Bckgrnd Volumes	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Assignment in/out Project			10% in 5			10% out 2	10% out 2	10% out 2				10% in 5		10% in 5		
Post	0	267	722	261	6	612	988	331	16	272	1204	547	10	287	1253	197
Existing	0	246	650	216	6	535	915	300	15	227	1,093	475	10	249	1,135	177
Pre	0	267	717	261	6	610	986	329	16	272	1,204	542	10	282	1,253	197
Post	0	267	722	261	6	612	988	331	16	272	1,204	547	10	287	1,253	197

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8B

Congress & 10th Ave N

Background

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound								
	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT					
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161					
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197					
Total Volume		267	717	261		616	986	329		288	1,204	542		292	1,253	197					
Critical Volume Analysis - Background Traffic																					
No. of Lanes			2	2	1		2	2	1		1	3	1		1	3	1				
Approach Vol by Lane Group			267	717	261		616	986	329		288	1204	542		292	1253	197				
Approach Volume		1,245				1,931				2,034				1,742							
Per Lane Volume b4 RTOR			134	359	261		308	493	329		288	401	542		292	418	197				
Overlap Phase					No				No				No				No				
RTOR					0				60				60				60				
Per Lane Volume			134	359	261		308	493	269		288	401	482		292	418	137				
North-South Critical		SB LT + NB TH =						774						NB LT + SB TH =						706	
East-West Critical		WB LT + EB TH =						667						EB LT + WB TH =						627	
Maximum Critical Sum		774				+				667				=				1,441			

STATUS ?	OVER
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Village Collection of Palm Springs
PM PEAK HOUR
EXHIBIT 8D
Congress & 10th Ave N
Total with Background Improvements
Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT

6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161

Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Project Volume	0	0	5	0	0	2	2	2	0	0	0	5	0	5	0	0
Total Volume		267	722	261		618	988	331		288	1,204	547		297	1,253	197

Critical Volume Analysis - Background Traffic	
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No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	722	261		618	988	331		288	1204	547		297	1253	197
Approach Volume		1,250				1,937				2,039				1,747		
Per Lane Volume b4 RTOR		134	361	261		309	494	331		288	401	547		149	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	361	261		309	494	271		288	401	487		149	418	137
North-South Critical		SB LT + NB TH = 636							NB LT + SB TH = 706							
East-West Critical		WB LT + EB TH = 670							EB LT + WB TH = 628							
Maximum Critical Sum		706			+	670			=	1,376						

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 9A
Florida Mango Road & Forest Hill Boulevard

Count Taken: 5/4/2022
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.02

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	4	139	1926	103	10	66	1317	65	152	243	347	205	235	108
Seasonal Factor	0	3	39	2	0	1	26	1	3	5	7	4	5	2
Estimated 2022	4	146	1965	105	10	67	1343	66	155	248	354	209	240	110
Growth 1%	0	11	142	8	0	5	97	5	11	18	26	15	17	8
Committed*	0	0	1	3	0	4	1	0	8	0	5	0	0	0
Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
Growth 0.5%	0	5	70	4	0	2	48	2	6	9	13	7	9	4
Growth 0.5% or Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
2028 Bckgrnd Volumes	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				5		5			9	18	9		11	
Post	4	157	2108	121	10	81	1441	71	183	284	394	224	268	118
Existing	4	146	1,965	105	10	67	1,343	66	155	248	354	209	240	110
Pre	4	157	2,108	116	10	76	1,441	71	174	266	385	224	257	118
Post	4	157	2,108	121	10	81	1,441	71	183	284	394	224	268	118

Village Collection of Palm Springs
AM PEAK HOUR
EXHIBIT 9B
Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	LT	Thru	RT	UT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
5/4/2022	0	143	1926	103	10	66	1317	65	152	243	347	205	235	108
Background Volume	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Total Project Volume	0	0	0	5	0	5	0	0	9	18	9	0	11	0
Total Volume		161	2,108	121		91	1,441	71	251	284	394	224	268	118
Critical Volume Analysis														
No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		161	2108	121		91	1441	71	251	284	394	224	268	118
Approach Volume	2,390				1,603				929			610		
Per Lane Volume b4 RTOR		161	703	121		91	480	71	251	284	394	224	268	118
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		161	703	121		91	480	11	251	284	334	224	268	58
North-South Critical	SB LT + NB TH = 558								NB LT + SB TH = 519					
East-West Critical	WB LT + EB TH = 794								EB LT + WB TH = 641					
Maximum Critical Sum	558				+				794			= 1,352		

STATUS ?	NEAR
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Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 10A
Florida Mango Road & Forest Hill Boulevard

Count Taken: 5/4/2022
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.02

	ebu	ebf	ebt	ebr	wbu	wbf	wbt	wbr	nbf	nbt	nbr	sbf	sbt	sbr
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Seasonal Factor	0	2	26	3	0	7	44	1	3	3	3	3	7	2
Estimated 2022	9	92	1314	139	9	335	2224	59	148	166	169	148	335	106
Growth 1%	0	7	95	10	0	24	160	4	11	12	12	11	24	8
Committed*	0	1	2	7	0	8	1	0	4	0	2	0	0	0
Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
Growth 0.5%	0	3	40	4	0	10	68	2	4	5	5	4	10	3
Growth 0.5% or Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
2028 Bckgrnd Volumes	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				11		11			6	13	6		22	
Post	9	100	1411	167	9	378	2385	63	169	191	189	159	381	114
Existing	9	92	1,314	139	9	335	2,224	59	148	166	169	148	335	106
Pre	9	100	1,411	156	9	367	2,385	63	163	178	183	159	359	114
Post	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

PM PEAK HOUR

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	LT	Thru	RT	UT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Background Volume	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Total Project Volume	0	0	0	11	0	11	0	0	6	13	6	0	22	0
Total Volume	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

Critical Volume Analysis Background Traffic

No. of Lanes			1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group			100	1411	156		367	2385	63	163	178	183	159	359	114
Approach Volume	1,667					2,815				524			632		
Per Lane Volume b4 RTOR			100	470	156		367	795	63	163	178	183	159	359	114
Overlap Phase					No				No			No			No
RTOR					0				60			60			60
Per Lane Volume			100	470	156		367	795	3	163	178	123	159	359	54
North-South Critical	SB LT + NB TH =					337				NB LT + SB TH = 522					
East-West Critical	WB LT + EB TH =					837				EB LT + WB TH = 895					
Maximum Critical Sum	522					+				895			= 1,417		

OVER

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 11
Florida Mango Road & Driveway 2

		ebu	ebf	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	10	0	5	1	0	2	4	90	0	2	34	6	154
7:15 AM	7:30 AM	0	5	1	1	1	0	2	5	96	4	3	37	5	160
7:30 AM	7:45 AM	0	13	0	3	3	0	0	8	79	2	3	43	12	166
7:45 AM	8:00 AM	0	11	0	0	2	0	0	3	64	2	1	35	7	125
8:00 AM	8:15 AM	0	12	1	7	5	0	1	9	86	2	2	48	5	178
8:15 AM	8:30 AM	0	9	0	5	0	0	3	2	73	2	2	44	11	151
8:30 AM	8:45 AM	0	8	0	6	0	0	5	3	64	2	3	52	8	151
8:45 AM	9:00 AM	0	7	0	6	1	1	6	10	67	3	3	54	6	164
Peak Hour Traffic Volume		0	75	2	33	13	1	19	44	619	17	19	347	60	1249
8:00 AM	9:00 AM	0	36	1	24	6	1	15	24	290	9	10	198	30	644

Count Taken: 6/7/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebf	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/7/2023	0	36	1	24	6	1	15	24	290	9	10	198	30
Seasonal Factor	0	3	0	2	0	0	1	2	23	1	1	16	2
Estimated 2023	0	39	1	26	6	1	16	26	313	10	11	214	32
Growth 1%	0	3	0	2	0	0	1	2	23	1	1	15	2
Committed*			82	0	0	21				0			
Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
Growth 0.5%	0	0	0	0	0	0	0	0	2	0	0	1	0
Growth 0.5% or Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
2028 Bckgrnd Volumes	0	42	83	32	11	17	17	28	336	12	12	229	34
Assignment		20%		40%				10%					20%
in/out		out		out				in					in
Project		42		84				13					26
Post	0	84	83	116	11	17	17	41	336	12	12	229	60
Existing	0	39	1	26	6	1	16	26	313	10	11	214	32
Pre	0	42	83	32	6	22	17	28	336	12	12	229	34
Post	0	84	83	116	11	17	17	41	336	12	12	229	60

* Committed Traffic EBT from 10th Ave N and Florida Mango Road is 82 (82 + 0 + 0) WBT from 10th Ave N and Congress Boulevard is 21 (2 + 9 + 10)

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 12
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	6	0	5	0	21	2	12	13	67	12	6	60	3	207
4:15 PM	4:30 PM	0	7	0	3	0	17	1	11	3	78	12	10	78	10	230
4:30 PM	4:45 PM	0	10	0	3	0	21	0	5	5	90	14	12	72	2	234
4:45 PM	5:00 PM	0	4	0	5	0	15	1	22	5	79	12	6	78	3	230
5:00 PM	5:15 PM	0	3	0	7	0	19	2	9	6	94	6	6	95	0	247
5:15 PM	5:30 PM	0	4	0	7	0	28	1	12	5	95	10	5	74	4	245
5:30 PM	5:45 PM	0	4	0	9	0	14	1	12	2	92	11	5	86	2	238
5:45 PM	6:00 PM	0	1	1	3	0	14	0	12	6	79	14	10	60	2	202
Peak Hour Traffic Volume		0	39	1	42	0	149	8	95	45	674	91	60	603	26	1833
4:45 PM	5:45 PM	0	15	0	28	0	76	5	55	18	360	39	22	333	9	960

Count Taken: 6/6/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/6/2023	0	15	0	28	0	76	5	55	18	360	39	22	333	9
Seasonal Factor	0	1	0	2	0	6	0	4	1	29	3	2	27	1
Adjusted Volumes	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Estimated 2023	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Growth 1%	0	1	0	2	0	6	0	4	1	28	3	2	26	1
Committed*			51	0	0	0	5				0			
Committed + 1%	0	1	51	2	0	6	5	4	1	28	3	2	26	1
Growth 0.5%	0	0	0	0	0	0	0	0	0	2	0	0	2	
Growth 0.5% or Committed + 1%	0	1	51	2	0	6	5	4	1	28	3	2	26	1
2028 Bckgrnd Volumes	0	17	51	32	0	93	5	63	20	417	45	26	386	11
Assignment in/out Project		20% out 18		40% out 36					10% in 19					20% in 37
Post	0	35	51	68	0	93	5	63	39	417	45	26	386	48
Existing	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Pre	0	17	51	32	0	88	10	63	20	417	45	26	386	11
Post	0	35	51	68	0	93	5	63	39	417	45	26	386	48

* Committed Traffic EBT from 10th Ave and Florida Mango Road is 51 (51 + 0 + 0) WBT from Florida Mango Road and Forest Hill is 5 (0 + 1 + 4)

HCS7 Two-Way Stop-Control Report

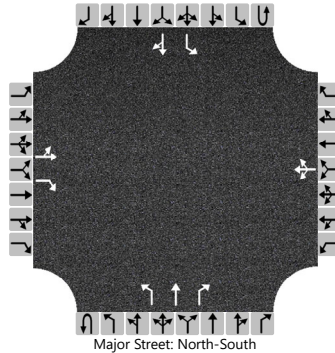
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development AM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		84	83	116		11	17	17		41	336	12		12	229	60
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		176		122			47			43				13		
Capacity, c (veh/h)		306		766			325			1257				1192		
v/c Ratio		0.57		0.16			0.15			0.03				0.01		
95% Queue Length, Q ₉₅ (veh)		3.4		0.6			0.5			0.1				0.0		
Control Delay (s/veh)		31.5		10.6			18.0			8.0				8.1		
Level of Service (LOS)		D		B			C			A				A		
Approach Delay (s/veh)	22.9				18.0				0.8				0.3			
Approach LOS	C				C											

HCS7 Two-Way Stop-Control Report

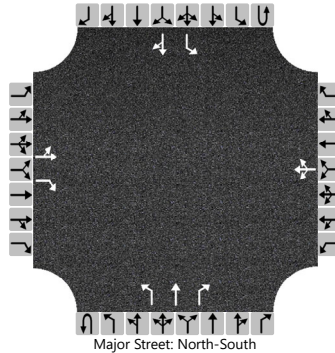
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development PM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		35	51	68		93	5	63		39	417	45		26	386	48
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		91		72			169			41				27		
Capacity, c (veh/h)		191		624			198			1104				1077		
v/c Ratio		0.47		0.11			0.86			0.04				0.03		
95% Queue Length, Q ₉₅ (veh)		2.3		0.4			6.4			0.1				0.1		
Control Delay (s/veh)		39.8		11.5			80.4			8.4				8.4		
Level of Service (LOS)		E		B			F			A				A		
Approach Delay (s/veh)	27.3				80.4				0.7				0.5			
Approach LOS	D				F											

APPENDICES

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

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

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

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

Footnotes

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

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

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

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

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Article 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

A

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Input Data

ROAD NAME: Florida Mango Rd

STATION: 4212

Report Created

CURRENT YEAR: 2023

FROM: 10th Ave N

9/22/2023

ANALYSIS YEAR: 2028

TO: Forest Hill Blvd

GROWTH RATE: 0%

COUNT DATE: NA

PSF: 0

Link Analysis

Time Period

AM

PM

Direction

2-way

NB/EB

SB/WB

2-way

NB/EB

SB/WB

Existing Volume

0

0

0

0

0

0

Peak Volume

0

0

0

0

0

0

Diversion(%)

0

0

0

0

0

0

Volume after Diversion

0

0

0

0

0

0

Committed Developments

Type % Complete

Circus Trix

0

0

0

2

1

1

NR

25%

Forest Hill / Congress Pharmacy

1

0

0

5

2

2

NR

50%

2773 Public Charter School

11

6

5

2

1

1

NR

75%

Boutwell Road Apartments

15

10

5

18

7

11

Res

0%

Golden Roads Apartments

12

9

2

14

5

9

Res

0%

Waterside Plaza

4

2

2

2

1

1

NR

75%

10th Avenue & Florida Mango

38

18

20

42

21

21

NR

15%

7-Eleven - 1900 10th Ave

19

9

10

17

9

9

NR

10%

Total Committed Developments

100

54

44

102

47

55

Total Committed Residential

27

19

7

32

12

20

Total Committed Non-Residential

73

35

37

70

35

35

Double Count Reduction

7

5

2

8

3

5

Total Discounted Committed Developments

93

49

42

94

44

50

Historical Growth

0

0

0

0

0

0

Comm Dev+1% Growth

93

49

42

94

44

50

Growth Volume Used

93

49

42

94

44

50

Total Volume

93

49

42

94

44

50

Lanes

2L

LOS D Capacity

1480

880

880

1480

880

880

Link Meets Test 1?

YES

YES

YES

YES

YES

YES

LOS E Capacity

1570

880

880

1570

880

880

Link Meets Test 2?

YES

YES

YES

YES

YES

YES

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203		Report Created		
	CURRENT YEAR: 2020			FROM: Midpoint		9/22/2023		
	ANALYSIS YEAR: 2028			TO: N Interstate 95				
	GROWTH RATE: 0%			COUNT DATE: 2/24/2020				
				PSF: 1				

	Link Analysis					
	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	18	13	5	22	9	13	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Boutwell Road Apartments	77	52	25	92	36	56	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	5	3	3	2	1	1	NR	75%
7-Eleven - 1900 10th Ave	88	45	44	81	41	40	NR	10%
3322 Boutwell Road	8	6	2	7	2	4	Res	0%
2209 7th Ave N	10	2	8	8	5	3	NR	0%
Total Committed Developments	468	257	213	515	238	275		
Total Committed Residential	187	126	61	242	99	142		
Total Committed Non-Residential	281	131	152	273	139	133		
Double Count Reduction	47	26	15	55	25	27		
Total Discounted Committed Developments	421	231	198	460	213	248		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	674	377	313	725	348	379		
Growth Volume Used	674	377	313	725	348	379		
Total Volume	3722	2139	1706	3927	1973	1956		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME: 10th Ave N STATION: 4203
 CURRENT YEAR: 2020 FROM: Florida Mango
 ANALYSIS YEAR: 2028 TO: Boutwell Rd
 GROWTH RATE: 0% COUNT DATE: 2/24/2020
 PSF: 1

Report Created
 9/22/2023

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	62	20	42	73	44	29	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Waterside Plaza	6	3	3	3	1	2	NR	75%
10th Avenue & Florida Mango	83	39	44	93	45	47	NR	25%
7-Eleven - 1900 10th Ave	71	36	36	65	33	32	NR	10%
3322 Boutwell Road	5	1	4	4	3	2	Res	0%
2209 7th Ave N	10	8	2	8	3	5	NR	0%
Total Committed Developments	389	201	190	503	249	255		
Total Committed Residential	145	77	68	181	89	94		
Total Committed Non-Residential	244	124	122	322	160	161		
Double Count Reduction	36	19	17	45	22	24		
Total Discounted Committed Developments	353	182	173	458	227	231		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	606	328	288	723	362	362		
Growth Volume Used	606	328	288	723	362	362		
Total Volume	3654	2090	1681	3925	1987	1939		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203			Report Created	
	CURRENT YEAR: 2020			FROM: Congress			9/22/2023	
	ANALYSIS YEAR: 2028			TO: Florida Mango Rd				
	GROWTH RATE: 0%			COUNT DATE: 2/24/2020				
				PSF: 1				

Time Period	Link Analysis					
	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	10	8	2	12	4	8	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	46	15	31	55	33	22	Res	0%
Golden Roads Apartments	35	7	28	43	28	15	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	5	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	50	26	23	56	28	27	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
7-Eleven - 1900 10th Ave	52	27	26	48	24	24	NR	10%
Brave Little Stars Academy	7	4	4	7	4	4	NR	0%
Total Committed Developments	317	145	172	466	248	219		
Total Committed Residential	102	34	67	129	75	54		
Total Committed Non-Residential	215	111	105	337	173	165		
Double Count Reduction	26	9	17	32	19	14		
Total Discounted Committed Developments	291	136	155	434	229	205		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	544	282	270	699	364	336		
Growth Volume Used	544	282	270	699	364	336		
Total Volume	3592	2044	1663	3901	1989	1913		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A	B	C	D	E	F	G	H	I	J	K	L
					Input Data						
	E-W Street: 10th Ave N				COUNT DATE: 12/15/2020				Report Created		
	N-S STREET: Congress Ave				CURRENT YEAR: 2020				6/5/2023		
	TIME PERIOD: AM				ANALYSIS YEAR: 2028						
	GROWTH RATE: 0.58%				PSF: 1.03						
	SIGNAL ID: 35810										

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	2	2	0	0	2	3	2	0	3
Tonset Property	1	0	0	0	0	1	0	1	0	8	8
APEC Petroleum	0	6	0	7	6	6	0	0	7	6	0
Boutwell Road Apartments	0	5	0	10	10	10	0	0	5	5	0
Lake Worth Middle School	0	14	0	7	11	2	0	0	8	2	0
Residences at Lake Worth	0	0	2	1	0	0	5	5	3	0	2
Lantana Airport SDA1	0	0	23	0	0	0	6	8	0	0	29
East Parcel Annex	0	0	7	7	0	0	6	6	6	0	7
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	1	1	0	5	4	0	0	2	1	0	8
Waterside Plaza	0	2	0	1	1	1	0	0	2	2	0
Mid-County Center	1	1	0	3	1	0	0	2	2	0	3
Soma Medical Center	0	0	1	1	0	0	5	5	5	0	1
Lantana Airport SDA2	0	0	4	0	0	0	1	1	0	0	5
Forest Hill / Congress Pharmacy	1	0	0	0	0	1	0	1	0	1	1
Walmart-Palm Springs	0	6	0	3	5	3	0	0	4	3	0
Golden Roads Apartments	0	2	0	9	9	9	0	0	2	2	0
AutoZone #6361	1	0	0	0	0	1	0	1	0	1	1
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	2	8	2	25	23	20	5	8	11	15	18
Total Committed Non-Residential	7	29	35	29	24	18	18	28	34	19	51
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	0	0	0	0	0	0	0	0	0
Historical Growth	0	0	0	0	0	0	0	0	0	0	0
Comm Dev+1% Growth	0	0	0	0	0	0	0	0	0	0	0
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0

					Input Data						
	E-W Street: 10th Ave N				COUNT DATE: 12/15/2020				Report Created		
	N-S STREET: Congress Ave				CURRENT YEAR: 2020				6/5/2023		

TIME PERIOD: PM
GROWTH RATE: 0.58%
SIGNAL ID: 35810

ANALYSIS YEAR: 2028
PSF: 1.03

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	1	1	0	0	1	2	1	0	2
Tonset Property	5	0	0	0	0	8	0	8	0	4	4
APEC Petroleum	0	6	0	6	6	5	0	0	6	5	0
Boutwell Road Apartments	0	11	0	7	7	7	0	0	11	11	0
Lake Worth Middle School	0	4	0	2	4	1	0	0	2	0	0
Residences at Lake Worth	0	0	5	3	0	0	3	3	2	0	5
Lantana Airport SDA1	0	0	8	0	0	0	22	28	0	0	10
East Parcel Annex	0	0	25	25	0	0	27	27	27	0	25
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	6	6	0	6	4	0	0	12	8	0	9
Waterside Plaza	0	1	0	1	1	1	0	0	1	1	0
Mid-County Center	1	1	0	2	1	0	0	4	4	0	2
Soma Medical Center	0	0	4	4	0	0	2	2	2	0	4
Lantana Airport SDA2	0	0	2	0	0	0	5	7	0	0	2
Forest Hill / Congress Pharmacy	3	0	0	0	0	3	0	5	0	3	5
Walmart-Palm Springs	0	24	0	16	25	13	0	0	15	12	0
Golden Roads Apartments	0	9	0	5	5	5	0	0	9	9	0
Palm Springs Park of Commerce	0	0	0	0	0	0	1	0	1	0	0
AutoZone #6361	5	0	0	0	0	5	0	5	0	6	6
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	6	26	5	21	16	12	3	15	30	20	14
Total Committed Non-Residential	13	36	39	56	37	32	57	82	58	31	58
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	13	36	39	56	37	32	57	82	58	31	58
Historical Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Comm Dev+1% Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	1	1	0	0	1	2	1	0	2

M N O

Right
0%
0

Type % Complete

0	NR	81%
6	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
1	NR	50%
0	NR	75%
0	Res	0%
1	NR	0%

0
10
7
0
0

0
0
0
0

Right
0%
0

Type % Complete

0	NR	81%
3	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
3	NR	50%
0	NR	75%
0	Res	0%
0	NR	75%
6	NR	0%
0		
4		
14		
0		
14		

0
0
0
0

A	B	C	D	E	F	G	H	I	J	K
					Input Data					
	E-W Street: 10th Ave N				COUNT DATE: 11/26/2018					
	N-S STREET: Florida Mango Rd				CURRENT YEAR: 2018					
	TIME PERIOD: AM				ANALYSIS YEAR: 2028					
	GROWTH RATE: 1.18%				PSF: 1.04					
	SIGNAL ID: 35820									

	Intersection Volume Development									
	Eastbound			Westbound			Northbound			Left
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume	183	1065	15	16	757	156	24	11	21	203
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	190	1108	16	17	787	162	25	11	22	211
Committed Developments										
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	11	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	15	0	0	31	10	0	0	0	5
Lake Worth Middle School	0	14	0	0	11	2	0	0	0	2
The Village at Lake Worth	0	0	0	0	1	1	0	0	0	0
Residences at Lake Worth	0	3	0	0	1	0	0	0	0	0
Mid-County Center	0	2	0	0	3	0	0	0	0	0
Lake Worth Corners	1	1	0	0	5	0	0	0	0	0
Walmart-Palm Springs	1	10	0	0	11	0	0	0	0	0
Golden Roads Apartments	0	7	0	0	28	9	0	0	0	2
Total Committed Developments	3	72	0	0	112	22	0	0	0	9
Total Committed Residential	1	26	0	0	66	20	0	0	0	7
Total Committed Non-Residential	2	46	0	0	46	2	0	0	0	2
Double Count Reduction	0	7	0	0	9	0	0	0	0	0
Total Discounted Committed	3	65	0	0	103	22	0	0	0	9
Historical Growth	24	138	2	2	98	20	3	1	3	26
Comm Dev+1% Growth	23	181	2	2	185	39	3	1	2	31
Growth Volume Used	24	181	2	2	185	39	3	1	3	31
Total Volume	214	1289	18	19	972	201	28	12	25	242

E-W Street: 10th Ave N	Input Data
N-S STREET: Florida Mango Rd	COUNT DATE: 11/26/2018
TIME PERIOD: PM	CURRENT YEAR: 2018
GROWTH RATE: 1.18%	ANALYSIS YEAR: 2028
SIGNAL ID: 35820	PSF: 1.04

Intersection Volume Development			
Eastbound	Westbound	Northbound	

	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	320	866	21	31	1267	276	33	5	11	179
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	333	901	22	32	1318	287	34	5	11	186
Committed Developments										
WAWA - SEC 10th and Military Trail	0	7	0	0	7	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	10	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	33	0	0	22	7	0	0	0	11
Lake Worth Middle School	0	4	0	0	4	1	0	0	0	0
The Village at Lake Worth	0	1	0	0	1	0	0	0	0	1
Residences at Lake Worth	0	2	0	0	3	0	0	0	0	0
Mid-County Center	0	3	0	0	2	0	0	0	0	0
Lake Worth Corners	4	8	0	0	6	0	0	0	0	0
Walmart-Palm Springs	3	51	0	0	48	0	0	0	0	0
Golden Roads Apartments	0	28	0	0	15	5	0	0	0	9
Total Committed Developments	8	148	0	0	120	13	0	0	0	21
Total Committed Residential	4	72	0	0	47	12	0	0	0	21
Total Committed Non-Residential	4	76	0	0	73	1	0	0	0	0
Double Count Reduction	1	15	0	0	12	0	0	0	0	0
Total Discounted Committed	7	133	0	0	108	13	0	0	0	21
Historical Growth	41	112	3	4	164	36	4	1	1	23
Comm Dev+1% Growth	42	227	2	3	246	43	4	1	1	40
Growth Volume Used	42	227	3	4	246	43	4	1	1	40
Total Volume	375	1128	25	36	1564	330	38	6	12	226

L M N O

Report Created
6/6/2023

Southbound			
Thru	Right		
7	250		
0%	0%		
7	260		
		Type	% Complete
0	0	NR	Expired
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	Expired
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	2	Res	0%
0	1	NR	Expired
0	0	Res	0%
0	4		
0	2		
0	2		
0	0		
0	4		
1	32		
1	31		
1	32		
8	292		

Report Created
6/6/2023

Southbound

Thru	Right
7	301
0%	0%
7	313

		Type	% Complete
0	0	NR	0%
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	77.20%
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	3	Res	0%
0	3	NR	75%
0	0	Res	0%
0	7		
0	3		
0	4		
0	1		
0	6		

1	39
1	39
1	39
8	352

Existing Volume	99	1070	140	205	1334	113	147	149	129	99
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	102	1102	144	211	1374	116	151	153	133	102
Committed Developments										
Summit/Congress Plaza	0	7	0	0	7	0	0	0	0	0
Circus Trix	0	8	1	0	8	0	1	0	0	0
Boutwell Road Apartments	0	0	3	6	0	0	2	0	4	0
Lake Worth Middle School	0	0	0	0	0	0	1	0	1	0
CHS Properties	0	2	0	0	2	1	0	0	0	1
2773 Public Charter School	0	0	0	0	0	1	0	1	0	1
Walmart-Palm Springs	0	3	0	3	3	0	0	0	3	0
Forest Hill / Congress Pharmacy	3	8	3	0	7	0	3	0	0	0
Golden Roads Apartments	0	0	5	5	0	0	3	0	3	0
Congress Center	0	3	0	0	3	0	0	0	0	0
Total Committed Developments	3	31	12	14	30	2	10	1	11	2
Total Committed Residential	0	0	8	11	0	0	5	0	7	0
Total Committed Non-Residential	3	31	4	3	30	2	5	1	4	2
Double Count Reduction	0	0	1	1	0	0	1	0	1	0
Total Discounted Committed	3	31	11	13	30	2	9	1	10	2
Historical Growth	8	89	12	17	111	9	12	12	11	8
Comm Dev+1% Growth	13	134	24	33	159	13	23	15	22	12
Growth Volume Used	13	134	24	33	159	13	23	15	22	12
Total Volume	115	1236	168	244	1533	129	174	168	155	114

L M N O

Report Created
6/6/2023

Southbound	
Thru	Right
183	172
0%	0%
188	177

		Type	% Complete
0	0	NR	Expired
0	0	NR	Expired
0	0	Res	0%
0	0	NR	Expired
0	0	NR	82%
0	0	NR	Expired
0	0	NR	Expired
0	0	NR	Expired
0	0	Res	0%
0	0	NR	Expired
0	0		
0	0		
0	0		
0	0		
0	0		

15	14
18	17
18	17
206	194

Report Created
6/6/2023

Southbound	
Thru	Right

135	96
0%	0%
139	99

		Type	% Complete
0	0	NR	68.75%
0	0	NR	25%
0	0	Res	0%
0	0	NR	77.20%
0	0	NR	72%
1	0	NR	75%
0	0	NR	75%
0	3	NR	50%
0	0	Res	0%
0	0	NR	0%
1	3		
0	0		
1	3		
0	0		
1	3		

11	8
14	12
14	12
153	111

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9301 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.96 PSCF
1	01/01/2022 - 01/01/2022	0.98	1.02
2	01/02/2022 - 01/08/2022	1.00	1.04
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.00	1.04
5	01/23/2022 - 01/29/2022	0.99	1.03
* 6	01/30/2022 - 02/05/2022	0.97	1.01
* 7	02/06/2022 - 02/12/2022	0.96	1.00
* 8	02/13/2022 - 02/19/2022	0.95	0.99
* 9	02/20/2022 - 02/26/2022	0.95	0.99
* 10	02/27/2022 - 03/05/2022	0.95	0.99
* 11	03/06/2022 - 03/12/2022	0.95	0.99
* 12	03/13/2022 - 03/19/2022	0.95	0.99
* 13	03/20/2022 - 03/26/2022	0.95	0.99
* 14	03/27/2022 - 04/02/2022	0.96	1.00
* 15	04/03/2022 - 04/09/2022	0.96	1.00
* 16	04/10/2022 - 04/16/2022	0.96	1.00
* 17	04/17/2022 - 04/23/2022	0.97	1.01
* 18	04/24/2022 - 04/30/2022	0.97	1.01
19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.03	1.07
24	06/05/2022 - 06/11/2022	1.04	1.08
25	06/12/2022 - 06/18/2022	1.06	1.10
26	06/19/2022 - 06/25/2022	1.07	1.11
27	06/26/2022 - 07/02/2022	1.08	1.13
28	07/03/2022 - 07/09/2022	1.08	1.13
29	07/10/2022 - 07/16/2022	1.09	1.14
30	07/17/2022 - 07/23/2022	1.08	1.13
31	07/24/2022 - 07/30/2022	1.07	1.11
32	07/31/2022 - 08/06/2022	1.05	1.09
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.03	1.07
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.01	1.05
41	10/02/2022 - 10/08/2022	0.99	1.03
42	10/09/2022 - 10/15/2022	0.97	1.01
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	1.00	1.04
46	11/06/2022 - 11/12/2022	1.01	1.05
47	11/13/2022 - 11/19/2022	1.02	1.06
48	11/20/2022 - 11/26/2022	1.01	1.05
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.98	1.02
52	12/18/2022 - 12/24/2022	1.00	1.04
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

23-FEB-2023 09:11:22

830UPD

4_9301_PKSEASON.TXT

COUNTY: 93
STATION: 0170
DESCRIPTION: 10 AVE/LAKE WORTH - W OF SR 9/I-95 (COUNTY LINK: 4
START DATE: 10/05/2022
START TIME: 0000

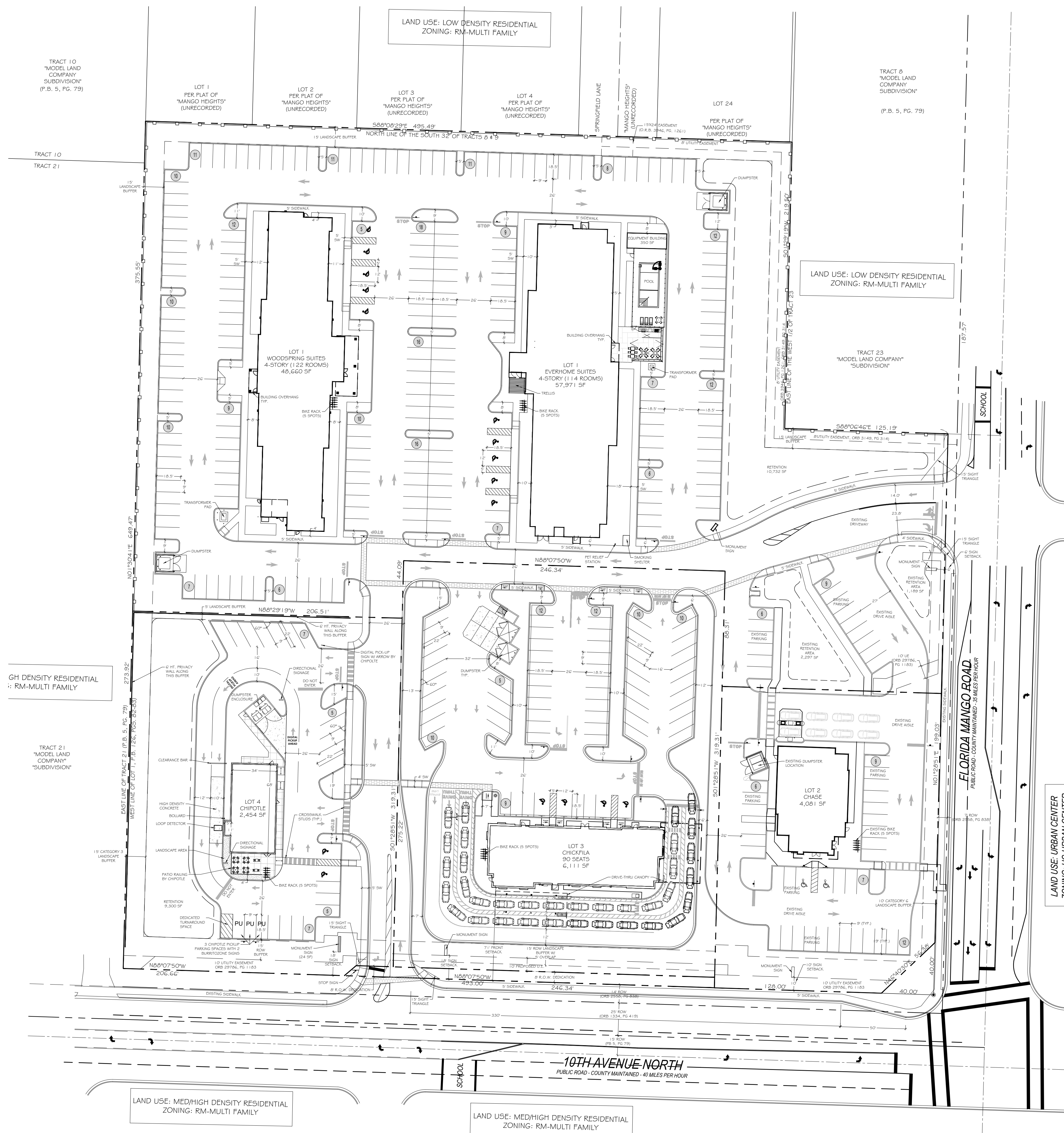
TIME	DIRECTION: E					DIRECTION: W					COMBINED TOTAL	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL		
0000	32	22	31	25	110	60	52	37	30	179	289	
0100	25	21	21	21	88	35	33	28	18	114	202	
0200	14	19	17	9	59	22	22	20	19	83	142	
0300	17	16	24	25	82	17	16	23	16	72	154	
0400	24	41	45	60	170	16	19	24	38	97	267	
0500	80	107	191	180	558	51	43	76	114	284	842	
0600	256	363	409	367	1395	152	184	217	295	848	2243	
0700	407	443	399	391	1640	276	285	333	360	1254	2894	
0800	404	429	411	334	1578	278	319	292	333	1222	2800	
0900	351	326	317	322	1316	287	281	253	279	1100	2416	
1000	295	313	307	296	1211	284	268	290	270	1112	2323	
1100	306	304	316	291	1217	301	281	311	303	1196	2413	
1200	340	343	349	286	1318	288	314	310	301	1213	2531	
1300	298	338	301	362	1299	311	304	303	308	1226	2525	
1400	313	329	326	360	1328	315	313	329	297	1254	2582	
1500	315	342	364	392	1413	345	350	370	397	1462	2875	
1600	427	337	415	401	1580	372	380	365	397	1514	3094	
1700	460	368	351	353	1532	199	143	85	275	702	2234	
1800	336	383	318	332	1369	261	324	340	347	1272	2641	
1900	299	291	262	258	1110	294	279	297	276	1146	2256	
2000	241	198	222	187	848	254	231	232	212	929	1777	
2100	176	169	171	151	667	157	210	189	179	735	1402	
2200	143	126	125	108	502	147	150	155	119	571	1073	
2300	85	80	65	44	274	98	91	100	69	358	632	
24-HOUR TOTALS:					22664						19943	42607

PEAK VOLUME INFORMATION						
DIRECTION: E			DIRECTION: W		COMBINED DIRECTIONS	
	HOUR	VOLUME	HOUR	VOLUME	HOUR	VOLUME
A.M.	700	1640	730	1290	730	2913
P.M.	1630	1644	1530	1519	1600	3094
DAILY	1630	1644	1530	1519	1600	3094
TRUCK PERCENTAGE		8.20				7.63

CLASSIFICATION SUMMARY DATABASE																
DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK TOTVOL
E	454	15525	3763	102	1479	99	16	57	73	5	5	15	7	0	1064	1858 22664
W	169	14819	2945	79	737	162	203	52	86	24	5	38	9	0	615	1395 19943

GENERATED BY SPS 5.0.0.61

PSCF = 1.03
AM
EB = 1640 x 1.03 = 1,689
WB = 1290 x 1.03 = 1,329
PM
EB = 1644 x 1.03 = 1639
WB = 1519 x 1.03 = 1565



SITE DATA	
ADDRESS PCN	2601 10TH AVE. NORTH, PALM SPRINGS, FL. 70-43-44-20-39-000-0010 & 70-43-44-20-39-000-0020
OWNER	10th AVENUE PARTNERSHIP, LTD.
GROSS SITE AREA	8.61 AC or 374,995.96 SF
8' ROW DEDICATION	2,233 SF
NET SITE AREA	8.56 AC or 372,762.96 SF
TOTAL OPEN SPACE REQUIRED (20%)	1.71 AC or 74,553 SF of Net Site Area
TOTAL OPEN SPACE AREA PROVIDED	XX AC, or XX SF (Lots 1 - 4)
	XX% of Net Site Area
LOT 1 (EVERHOME SUITES & WOODSPRING SUITS): TOTAL SITE AREA TOTAL OPEN SPACE REQUIRED TOTAL OPEN SPACE PROVIDED BUILDING SF FAR REQUIRED/PROVIDED PARKING REQUIRED/PROVIDED BIKE SPOTS	4.63 AC. or 201,614.96 SF 40,323 SF (20%) XX SF (XX%) 106,981 SF 0.14 REQUIRED: 236 / PROVIDED: 238 (10 ADA) REQUIRED: 10 / PROVIDED: 10
LOT 2 (CHASE BANK): TOTAL SITE AREA TOTAL OPEN SPACE REQUIRED TOTAL OPEN SPACE PROVIDED BUILDING SF FAR REQUIRED/PROVIDED PARKING REQUIRED/PROVIDED BIKE SPOTS	0.87 AC. or 38,007 SF 7,601 SF (20%) 9,680 SF (26%) 4,081 SF 0.11 REQUIRED: 21 / PROVIDED: 34 (2 ADA) REQUIRED: 5 / PROVIDED: 5
LOT 3 (CHICKFILA): NET SITE AREA TOTAL OPEN SPACE REQUIRED TOTAL OPEN SPACE PROVIDED BUILDING SF FAR REQUIRED/PROVIDED PARKING REQUIRED/PROVIDED BIKE SPOTS	1.76 AC. or 76,684 SF 15,337 SF (20%) XX SF (XX%) 2,358 SF 0.03 REQUIRED: 30 / PROVIDED: 68 (4 ADA) REQUIRED: 5 / PROVIDED: 5
LOT 4 (CHIPOTLE): NET SITE AREA TOTAL OPEN SPACE REQUIRED TOTAL OPEN SPACE PROVIDED BUILDING SF FAR REQUIRED/PROVIDED PARKING REQUIRED/PROVIDED BIKE SPOTS	1.3 AC. or 56,457 SF 11,291 SF (20%) XX (41%) 6,240 SF 0.09 REQUIRED: 18 / PROVIDED: 24 (2 ADA) REQUIRED: 5 / PROVIDED: 5

NOTES:
-Any existing or proposed utility box/cabinet shall be screened from view. The box/cabinet will be wrapped with a match design accordingly with the existing/proposed location.



insite
studio

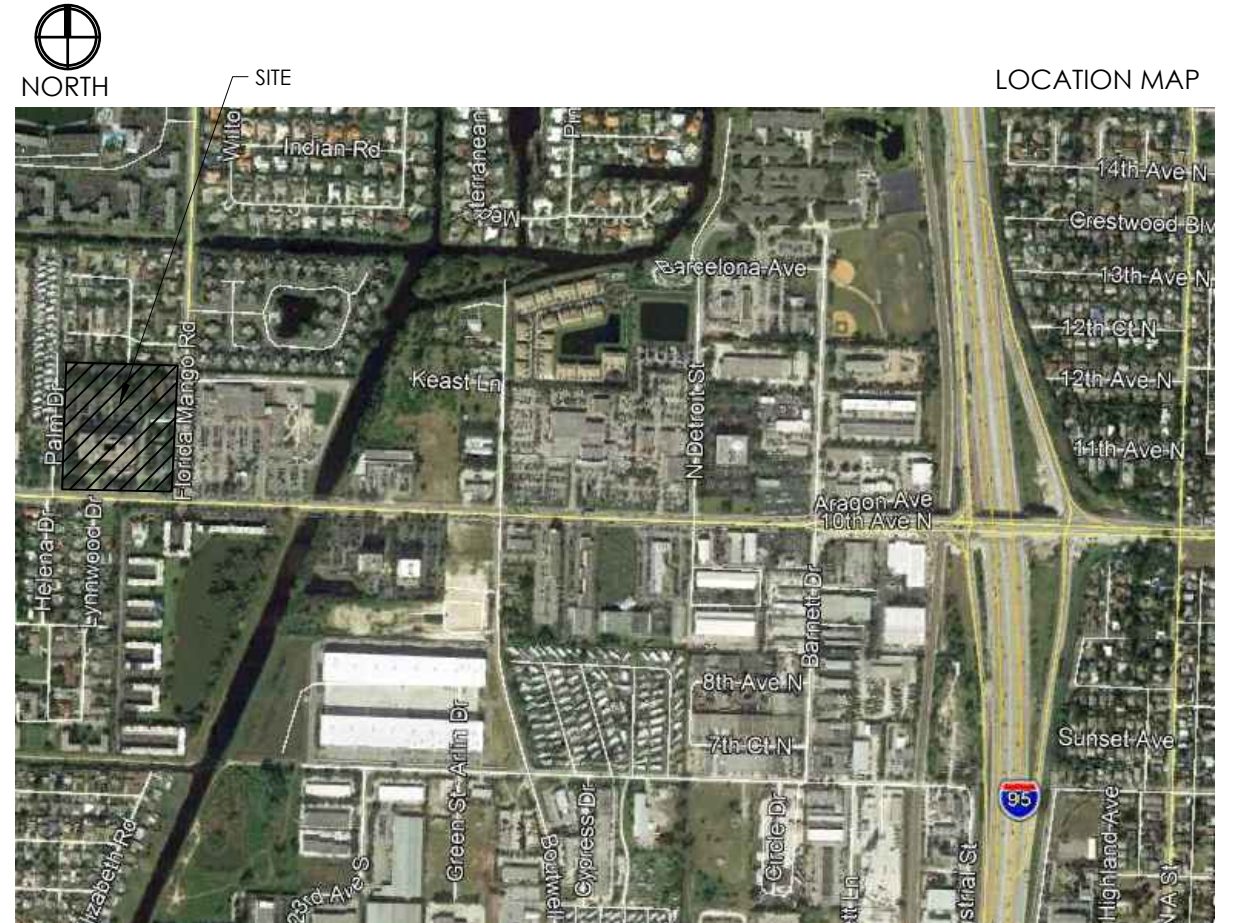
planning + landscape architecture

3401 PGA Blvd. Suite 220, Palm Beach Gardens, FL 33410
phone: 561-249-0940 | email: info@insitestudio.com
www.insitestudio.com | license# 1C262000606

Consultants:	
--------------	--

Revisions:

**VILLAGE COLLECTION
OF PALM SPRINGS**
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida



Drawn By:	ZAK
Drawing #:	1034
Date:	08/24/2023

OVERALL
SITE PLAN

SHEET # OSP.1

December 15, 2023

To: Iramis Cabrera, Building Clerk

From: Tara Bamber, PE 

**Re: Chick-fil-A at Village Collection of Palm Springs
Site Plan Approval Letter
Engenuity Group Project No. 6001.143**

We reviewed the following which was received on 11-7-23:

1. Site Plan, 1 sheet, resubmitted 11-6-23, by Insite studio.
2. Landscape Plans, 4 sheets (LP.1-LP.4), resubmitted 11-6-23, by Insite Studio.
3. Prelim Engineering Plans, 12 sheets (C-00-C-11), dated 11-3-23, by Thomas Engineering Group.
4. AutoTurn Analysis Plan, 1 sheet, dated 11-2-23, by Thomas Engineering Group.
5. Project Description, 18 sheets, resubmitted 11-6-23, by Insite Studio.
6. Comment Log, 4 sheets, revised 11-6-23.
7. VPS Development Application, 9 sheets.

We recommend Site Plan approval with the following conditions:

1. Review Site Data areas and match proposed conditions in the Stormwater Calculations.
2. Provide Topographic Survey dated within the last year at time of Civil/Utility review.
3. Provide permits from applicable agencies including, but not limited to, SFWMD, PBC Fire Rescue, PBC Health Department, etc.
4. The Civil/Utility permit review comments are not included in this letter.

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

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

Good Morning,

This project is located on the south side of Lake Worth Drainage Districts (LWDDs) L-10 Canal and is not adjacent. COMMENT

LWDD has no objection to the certification of this project. COMMENT

Thank you,

Margie Illsley



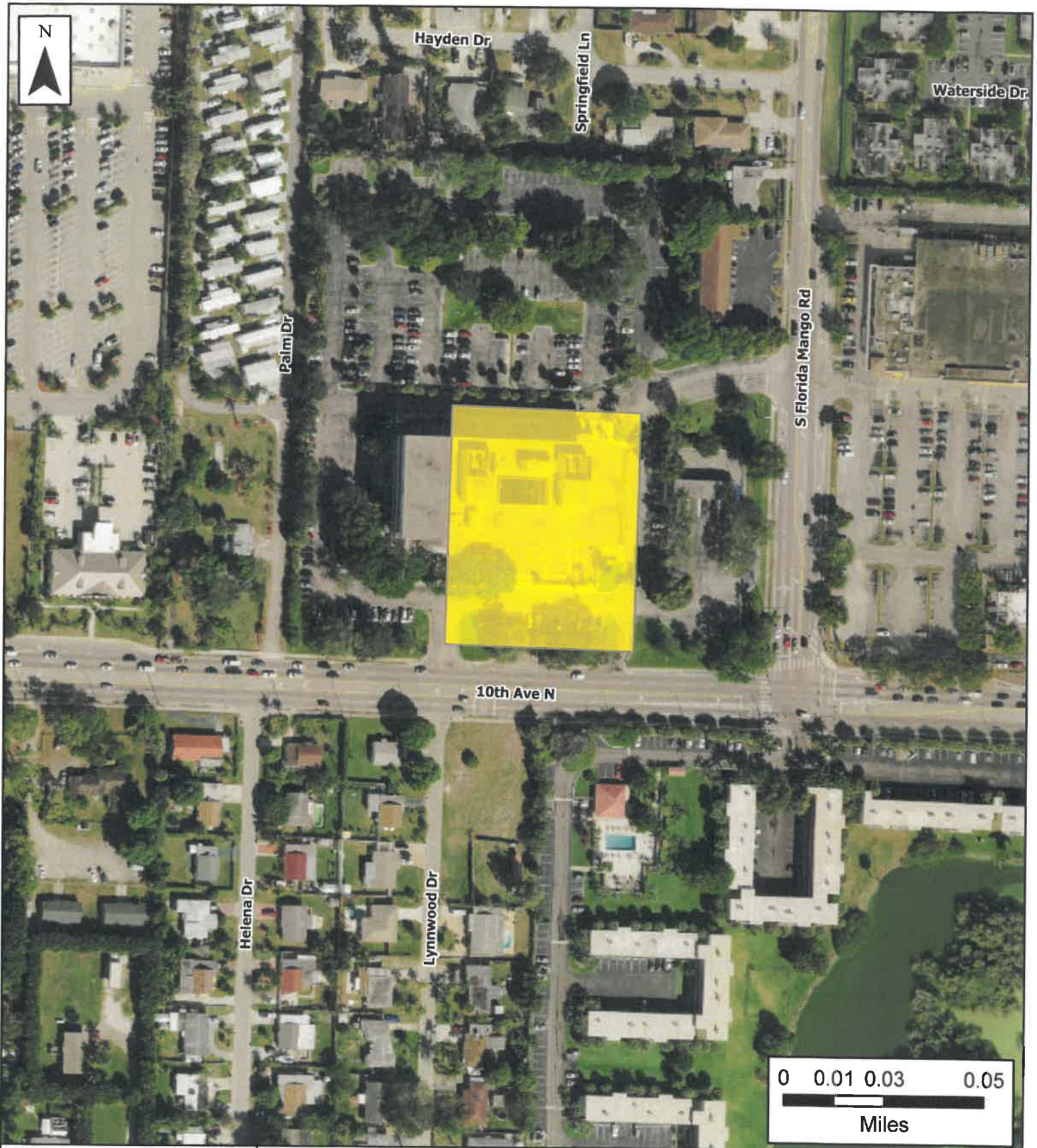
Margie Illsley | Right-of-Way Specialist

Lake Worth Drainage District | 13081 S. Military Trail | Delray Beach, FL 33484

Main Number– 561.498.5363 | Toll Free 1.844.306.5933 | Fax – 561.495.9694

www.lwdd.net |   

Please consider the environment before printing this email.



2625 10th Avenue North

Chick-Fil-A

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

 Chick-Fil-A

Data Source: Property Boundary provided by Village of Palm Springs, Basemap imagery provided by ESRI Online Services.



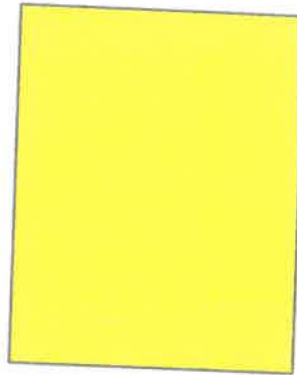
Hayden Dr

Springfield Ln

Waterside Dr

Palm Dr

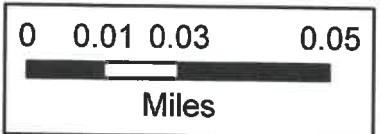
S Florida Mango Rd



10th Ave N

Helena Dr

Lynnwood Dr



Chick-Fil-A
Village of Palm Springs

Location Map

 Chick-Fil-A

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Data Source: Property Boundary provided by Village of Palm Springs.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #18: Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) - Chipotle - 2665 10th Avenue North (Tract 3)

SUMMARY: Insite Studio, agent for 10th Avenue Partnership LTD ("Applicant") is requesting a Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) approval to allow the construction of a 2,454 square foot restaurant with a drive-thru and an outdoor seating area called Chipotle, at 2665 10th Avenue North.

On January 9, 2020, the Village's Council approved, under Resolution 2020-09, a Site Plan and concurrently a Special Exception Use to permit the construction of 5,682 square feet of automotive service building with seven (7) service bays, within 1.3 acres. The approvals for the property were extended through statutory extensions until November 5, 2024, when all building permit applications must be filed.

Currently, the applicant is requesting a Development Plan Amendment and concurrently a Special Exception Use to allow the redevelopment of the property with the construction of a 2,454 square foot restaurant building with a drive-thru and an outdoor seating area on the 1.31 acre vacant within a Commercial Planned Development project. The proposed site plan includes longer stacking to avoid negative impacts on the roadway system and/or main drive aisles, directional signage, and enhanced landscaped buffers.

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

The Planning and Zoning Board considered this application during their November 14, 2023, meeting and recommended approval. This item is a continuation from the December 14, 2023, Village Council Meeting.

Based on the surrounding characteristics, staff recommended conditional approval of the proposed project to facilitate the redevelopment of the property.

FISCAL IMPACT:

The proposed development will enhance the village's assessed property valuation. Additionally, the new construction may have a positive effect on neighboring properties.

ATTACHMENTS:

1. Resolution No. 2023-54 - Site Plan Amendment (SPR23-01) and Special Exception Use (PSSE23-05)
2. Exhibit "A" Staff Report
3. Project Narrative
4. Site Plan, Landscape Plan and Engineering Plans
5. Color Rendering
6. Aerial and Location Maps

RESOLUTION NO. 2023-54

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY INSITE STUDIO, AGENT FOR 10TH AVENUE PARTNERSHIP LTD ('APPLICANT'), FOR A SITE PLAN AMENDMENT (SPR23-11), AND CONCURRENTLY A SPECIAL EXCEPTION USE (PSSE23-05) TO ALLOW THE CONSTRUCTION OF A 2,454 SQUARE FOOT RESTAURANT WITH A DRIVE-THRU AND AN OUTDOOR SEATING AREA LOCATED AT 2665 10TH AVENUE NORTH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Insite Studio, agent for the owner, 10th Avenue Partnership LTD, ("Applicant") is requesting approval of the Site Plan Amendment (SPR23-11) and Special Exception Use (PSSE23-05) for the property located at 2665 10th Avenue North (Tract 3); and

WHEREAS, the Planning & Zoning Board considered these requests during their November 14, 2023 meeting in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application, finding that good cause for the special exception has been shown and the criteria set forth in Palm Springs Code Section 34-607(b) were met; and

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

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

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

Section 1. The Village Council, having received and considered the request of Insite Studio, agent for 10th Avenue Partnership LTD, ("Applicant"), for approval with conditions of Site Amendment Plan (SPR23-11) and Special Exception Use (PSSE23-05), determines as follows:

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

OR

_____ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the special exception has NOT been shown and the criteria set forth in Palm Springs Code Section 34-607(b) are NOT met, for the following reason(s):

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

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

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

	<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 the Resolution duly passed and adopted this _____ day of January 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Plan Amendment – 2625 10th Avenue North- Chipotle Site plan

Application Summary			
Applicant / Petitioner	Insite Studio	Submittal Date	09/29/2023
Reference Name	Chipotle	Case Number	SPR23-11, PSSE23-05
		Parcel Control No	70-43-44-20-40-003-0000
Location	2665 10 th Avenue North (tract 3)	Site Area	±1.31 gross acres
P&Z Bd Meeting	November 14, 2023	Council Meeting	January 11, 2024
Requests			
Proposed Use(s)	Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 2,454 square feet restaurant with a drive thru		
Number of buildings	1 building 2,454 SF		
Setbacks			
Direction	Proposed	Required	
North (rear)	114'	20'	
South (front)	92'	50'	
East (side)	92'	15'	
West (side)	75'	15'	
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	1/ 3 seats @ 54 Seats 18 spaces	24	Yes
Site Characteristics			
Existing Use	Vacant lot	Proposed Use	New restaurant with drive thru and outdoor seating
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Commercial	Commercial	Commercial General (CG)
South	Residential uses	Unknown Unincorporated PBC	Unknown Unincorporated PBC
East	Vacant lot	Commercial	Commercial General (CG)
West	Residential use	High Density Residential	Residential Multi-Family (RM)
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the proposed Site Plan Amendment and Special Exception Use to facilitate the construction of 2,454 square foot restaurant with a drive thru and outdoor seating area with a maximum of 54 seats as depicted on the proposed site plan.			



I. Site History

- Ordinance 2010-02: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on February 11, 2010 and designated with the Land Development as Commercial General zoning districts and Future Land Use Commercial.

- Resolution 2017-26: Site Plan and Special Exception Use

On August 10, 2017 the Village's Council approved a Site Plan and Concurrently a Special Exception Use to redevelop

the site by demolishing the existing bank drive-through and constructing a freestanding 4,081 square feet Chase Bank Branch with two lanes drive-through ATM with by-pass lane.

- Resolution 2018-22: Plat

The Village's Council approved on July 12, 2018 under above resolution, a final plat application to subdivide the 8.6 acre property at the northwest corner of the 10th Avenue North and Florida Mango Road to create a separate lot for Chase Bank building, the boundaries of the second lot created coincided with those of the special exception/site plan approved under Resolution 2017-26.

- Resolution 2020-01: Master Site Development Plan

The Village's Council approved on January 9, 2020 under above resolution, a Master Site Development Plan to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres).

- Resolution 2020-02: Site Development Plan and Special Exception Use and Three Variances

The Village's Council approved on January 9, 2020, under above resolution, a Site Plan Amendment and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions, within 1.81 acres (Lot #3 of the Commercial Planned Development), located directly west of the new Chase Bank building.

- Resolution 2020-03: Site Development Plan and Special Exception Use

The Village's Council approved on January 9, 2020 under above resolution, a Site Plan Amendment and Special Exception Use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays, within 1.3 acres (Tract #3 of the Commercial Planned Development) on the southwest portion of the property.

- Resolution 2020-14: Plat

The Village's Council approved on May 14, 2020 under above resolution, a final plat application to re-plat the property to be consistent with the approved commercial planned development master plan (approved under Resolution 2020-01), and subdividing the property into three (3) separate parcels to enable the properties to be conveyed to future purchasers as legal lots of records.

II. Comprehensive Plan Consistency

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

III. Neighborhood Compatibility

- 1) The proposed project is located on the northwest corner of 10th Avenue North and South Florida Mango Road.
- 2) An existing shopping center is located on the east side of the property with several different retails, offices and restaurants establishments occupying the suites.
- 3) Surrounding properties are generally residential use.
- 4) The proposed restaurant is permitted as special exception use within the Commercial General zoning district.

- 5) The proposed project is located in one of the most important corridor within the Village limits, 10th Avenue North, that connects East and West portions of the surrounding cities.

IV. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) An 11' wide right-of-way shall be dedicated to Palm Beach County.
 - 3) A right-of-way construction permit is required to be obtained with PBC.
 - 4) The existing eastern egress driveway on 10th Ave North shall be eliminated during the site improvement permit.
 - 5) A westbound right-turn lane at the project driveway on 10th Avenue shall be constructed by the PBC standards.
 - 6) Permits from all applicable permitting agencies, including but not limited to Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs are required prior to construction.
 - 7) Civil/Utility plans shall be approved by the Village's Engineer.
 - 8) Proposed project is within the 10th Ave North Concurrency Exception Area (TCEA); therefore, it is exempt from the TPS of Palm Beach County.

V. Environmental Issues:

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

VI. Community Outreach/ Notification

- The subject property was posted on November 08, 2023.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 02, 2023.
- Legal advertisement was published in the paper on November 2, 2023.
- Staff has not received any inquiries or comments as a result of the notices.

VII. Proposed Development Plan Details

The petitioner's development plans dated received on September 29, 2023 depicts the following:

- An application submitted for a Site Plan Amendment and concurrently requesting Special Exception Use to allow the construction of 2,454 square feet restaurant.
 1. Site Plan dated received September 29, 2023 revised and resubmitted on November 6, 2023.
 2. Landscape plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
 3. Engineering plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
 4. Architectural plans dated received September 29, 2023 revised and resubmitted on November 6, 2023.
 5. Photometric plan.
 6. Boundary survey.
 7. Project narrative and justification statements.
 8. Traffic study.
 9. Justification statement.

VIII. Recommendation

The 1.31 acres property is located on the north side of 10th Avenue North and west of Florida Mango Road and the

applicant is requesting a Site Development Plan (within a Commercial Planned Development) and is concurrently requesting Special Exception Use to allow the construction of 2,454 square feet restaurant.

On January 9, 2020, the Village's Council approved, under Resolution 2020-09, a site Plan and concurrently a Special Exception Use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays, within the 1.3 acres. The approvals for the property were extended through statutory extensions until November 5, 2024 which all building permit applications must be filed.

Currently, the applicant is requesting a site plan amendment and special exception use to allow the construction of 2,454 square feet restaurant building with a drive thru and outdoor seating. The proposed site plan includes creating longer stacking to avoid negative impact into the roadway system and/or main drive aisles, directional signage and enhanced landscaped buffers.

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

Planning, Zoning & Building Staff recommends conditional approval of the Special Exception Use and Site Plan Amendment subject to the following thirty-six (36) conditions below:

1. Build-out date is December 31, 2028.
2. The special exception approval shall be implemented within 18 months of Council approval.
3. The site plan approval is valid within 24 months of Council approval.
4. If/when drive-thru vehicles extends beyond the dumpster area, an employee shall be stationed at the northern drive aisle (drive aisle between the site and the northern entrance) redirecting vehicles to prevent traffic from overflowing on the east drive aisles.
5. Drive-thru signs along each of the driveway entrances indicating the flow of traffic for the drive-thru order points shall be provided.
6. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to **Certificate of Completion**, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
7. No loitering on the grounds will be permitted.
8. No electronically changeable menu board is permitted.
9. All signs shall be accordingly with the master sign plan approved by the Village Council.
10. A Utility/Civil plan shall be approved by the Village's Engineer **at time of permitting**.
11. Deliveries shall be coordinated to not create traffic conflicts.
12. Outdoor seating area must be monitor during business hours and removed or secured afterhours. Chairs shall be placed inside once the restaurant is closed for business. For security, any solid outside doors must have window or security peep hole.
13. Any utility or mechanical equipment shall be screened from view. Staff recommends wrapping the equipment with a vinyl wrap of appropriate design for the proposed locations.
14. The additional 11' wide right of way dedication to Palm Beach County along the 10th Avenue North shall be executed and recorded **prior to issuance of the Certificate of Occupancy**.
15. Landscape buffers shall only be encumbered/overlapped a maximum of 5' by any utility easement.
16. A ROW permit shall be obtained with the PBC **at time of permitting**.
17. A root barrier shall be provided on trees that are within 12' of utility lines.
18. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
19. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of**

permitting.

20. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
21. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
22. Provide permits from all applicable permitting agencies, including but not limited to, Palm Beach County, Lake Worth Beach Electric Utilities, PBC Fire Rescue and Village of Palm Springs **at the time of permitting**.
23. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
24. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
25. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
26. All new electric utilities shall be underground.
27. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
28. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
29. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
30. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
31. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
32. Photometrics must be certified by an engineer **prior to CO**.
33. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
34. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
35. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
36. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

DESCRIPTION OF PROJECT

Village Collection of Palm Springs

Village of Palm Springs Planning, Zoning & Building Department Unified Development Application

Initial Submittal: September 22, 2023

Resubmittal: November 6, 2023

Request

On behalf of the Applicant, 10th Avenue Partnership LTD, we respectfully request approval of:

- 1) **Master Plan Amendment** to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137).
- 2) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 2 of the Village Collection of Palm Springs PCD (Chick-fil-A)
- 3) **Site Plan Modification and Special Exception Use** for a Restaurant with Drive-Through on Tract 3 of the Village Collection of Palm Springs PCD (Chipotle)
- 4) **Variance** (Hours of Operation) for Tract 2 of the Village Collection of Palm Springs PCD to allow hours of operations beginning at 6:00 AM.

Site Background

The 7.74-acre site is located approximately 0 miles W of the intersection of 10th Ave N & Florida Mango Rd on the N side of 10th Ave North. The project addresses are 2625 10th Avenue N., 2665 10th Avenue N., and 2445 10th Avenue N. Palm Springs, FL 33461. The property is identified by the following Parcel Control Numbers (PCN): 70434420400020000, 70434420400030000, & 70434420400010000. The Existing Land Use is vacant, Future Land Use designation is Commercial (COM), and it is in the Commercial General (CG) zoning district. The subject site is located within the X Flood Zone. The primary access to the site is on 10th Avenue North.

Surrounding Uses

The subject site is situated along 10th Avenue North and Florida Mango Road, which are county-maintained public roads. It is in the CG Commercial General zoning district. The surrounding area is comprised of a mix of residential and commercial uses, land use, and zoning district classifications which are summarized below:

Land Use | Zoning | Use(s)

North:	Low Density Residential RM Residential Multifamily Single-Family Residential
South:	10 th Avenue North HR-12 High Density Residential RH Multifamily (High Density) Multifamily Residential Medium Density Residential RM – Residential Multifamily Vacant MR-5 Medium Density Residential RH Multifamily (High Density) Single-family Residential
East:	Florida Mango Road UC Urban Center UC Urban Center Shopping Center Community
West:	High Density Residential RM Residential Multifamily Mobile Home Park

Approval History

1) *Resolution 2020-01*

- Commercial Plan Development with Master Site Plan approval to allow the demolition of the existing 4-story commercial office building and redevelopment of the site to accommodate 3 separate development plans on the portion of the property west of the Chase Bank Building (8.61 acres), located at 2601 10th Avenue N & Florida Mango Rd. Approved with forty (40) conditions (listed in Staff Report) on January 9, 2020.

2) *Resolution 2020-02*

- Site Development Plan and concurrent approval for a Special Exception Use to permit the construction of 5,411 square feet convenience store along with 8,613 square feet gas canopy with twenty (20) fueling positions within 1.81 acres (Lot #3 of the Commercial Planned Development), a waiver from Sec 34-164, and three (3) variances, PSV19-22 to allow 24-hour operations, PSV19-23 to allow an increase of primary frontage signage by 490 square feet to allow striping with logo on the south side of the fuel canopy and two wall signs on the building; and PSV19-24 to allow 1,068 square feet sign area wrap around the gas canopy sides not facing a public right of way. Approved with forty-one (41) Conditions (listed in Staff Report) on 1-9-2020.

3) *Resolution 2020-03*

- Site Development plan and concurrent approval for a Special Exception use to permit the construction of 5,682 square feet automotive service building with seven (7) service bays within 1.3 acres (Lot 4 of the Commercial Planned development).

Development Program

The Applicant, the 10th Avenue Partnership LTD, is requesting a Master Plan Amendment to the previously approved Village Collection of Palm Springs development to modify uses, as well as reconfigure the site layout. The site was previously approved for the construction of a RaceTrac gas station and Tire Kingdom tire sales and repair shop. At the time of the approval, Tract 1 was contemplated for future development with no set use or site layout associated to it. Presently, the Application proposed to amend the previously approved overall site plan to accommodate two restaurants with drive-through lanes.

To move forward with the development, several concurrent applications are being requested:

- Site Plan modification of Tract 2 for Chick-fil-A (6,111 SF) with concurrent approval for a Special Exception use for restaurant/drive-through with a variance for hours of operation. The hours of operation for Chick-fil-a are from 6 A.M. to 10 P.M.
- Site Plan modification of Tract 3 for Chipotle (2,454 SF) with concurrent approval for a Special Exception use for restaurant/drive-through. The hours of operation for Chipotle are from 10 A.M. to 10 P.M.

Parking Areas

Each site contains the required parking and is designed to meet off-street parking and loading zoning ordinance requirements. The Chick-fil-A restaurant/drive-through site (Tract 2) requires 30 and has 63 (4 ADA) parking spaces. There is a two-lane drive-through with a canopy and pick-up window on the east edge of the building. The site also contains five bicycle parking spaces, and two enclosed dumpster loading spaces. The Chipotle restaurant/drive-through site (Tract 3) requires 18 and has 24 (2 ADA) parking spaces. There is a two-lane one-way drive-through around the building and a pick-up window on the west edge of the building. The site also contains five bicycle parking spaces at the front of the building, three pick-up parking spaces, and an enclosed dumpster loading area at the rear of the building.

Loading Areas

Each proposed development site has one loading zone, as per the requirements of Section 34-1330. The Chick-fil-A restaurant/drive-through site (Tract 2) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area. The Chipotle restaurant/drive-through site (Tract 3) shows one loading zone located near the north-side of the building, the use requires one off-street loading zone up to 10,000 SF of gross floor area.

Open Space & Landscape

The Village Collection of Palm Springs is a commercial PUD, which requires 20% open space throughout the entire site. The proposed design for the three tracts allows each parcel to meet and exceed the open space requirements.

	Open Space Required	Open Space Provided
Tract 1	40,315 SF	56,607 SF
Tract 2	15,731 SF	19,316 SF
Tract 3	11,344 SF	23,873 SF
Total Open Space	66,943 SF (1.54 AC)	99,796 SF (2.23 AC)

As for landscaping, the site has received a complete overhaul in plant materials both inside and out. The buffers will be supplemented with additional canopy trees, palms, and a hedge. The internal roadway that runs through the site will be enhanced with meandering hedges and shrub beds. Each tract within the development has its own respective code-compliant landscape plans, which all meet and exceed the landscape requirements of the Palm Springs code. The landscape features a good mix of native and Florida-Friendly plant materials to create a vibrant and resilient environment around the development. Each tract features its own unique blend of plants but all tracts come together to create a central theme familiar to south Florida.

COMPLIANCE WITH CRITERIA

DISTRICT REGULATIONS

Purpose (Code 1994, § 30-561)

It is the purpose of the CG commercial general land development district to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. However, it is not the intent of this land development district to necessarily create or promote an extension of strip commercial areas.

The proposed Village Collection of Palm Springs Commercial Planned Development Master Plan project is permitted within the CG Commercial general land development district. The commercial uses are consistent with the purpose of the CG commercial general district in that they provide commercial services including food and lodging options that are accessible to residents of Palm Springs and surrounding municipalities and is within a mile from Interstate-95. The project is compatible with commercial development in the 10th Avenue North corridor, including commercial shopping centers, medical and professional offices, and gas stations.

Commercial General

Property Development Regulation	Required	Proposed Tract 2 Chick-fil-A	Proposed Tract 3 Chipotle
Minimum lot width	100 feet	246.34'	206.51'
Minimum frontage	100 feet	246.34'	206.66'
Minimum lot depth	200 feet	319.31'	273.92'
Maximum lot coverage	No Requirement	7.8%	4.3%
Minimum front yard	50 feet	71' front setback	92' front setback
Minimum side yard (interior)	15 feet	N/A	75' side setback
Minimum side yard (corner)	25 feet	N/A	N/A
Minimum yards adjacent to residential land development districts	30 feet, excluding the front yard which shall remain at 50 feet.	N/A	75' setback minimum
Maximum building heights	Four stories or 45 feet.	20'-4"	26'
Maximum Gross Floor Area	(11) <i>Maximum gross floor area:</i> 50 percent of total lot area.	0.35 FAR (based on total development area of tracts 1,2, and 3)	
Parking	<u>required / provided</u>	30/ 63 (4 ADA)	18/24 (2 ADA)

See site plan for additional data.

Sec. 34-1063 Planned Developments Performance Standards (Code 1994, § 30-731; Ord. No. 2014-06, § 2, 5-8-2014)

- The proposed site plan shows sidewalks on the portions of the site facing primary streets which are interconnected and provide pedestrian access to each building.
- The buildings on the site plan are situated to create a cohesive site plan and unified commercial development.

- Curb cuts and secondary streets are designed to optimize traffic circulation in and out of and within the site.
- Sufficient off-street parking is provided per each use.
- Lighting has been designed per the luminosity criteria and requirements of the Village.
- The landscaping has been designed to enhance the streetscape by creating sidewalks for pedestrian connectivity, trees for shade, and native plantings.
- There is a 15' landscape buffer on the northern and western perimeter of the site to provide appropriate screening between the surrounding residential areas.

Minimum Acreage

The development site of 7.74-acres exceeds the minimum acreage requirement of two acres.

Intensity

The Intensity requirement for non-residential land use intensities for commercial is .50 floor area ratio. The FAR (.35 FAR) for the site is below the requirement of .5 FAR.

Permitted Uses

The proposed uses for the planned development are special exception uses in the CG Commercial General district.

Layout, Design

The layout and design of the proposed development accounts for adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions of the CG Commercial General district.

Maximum building height

The building heights in the Village Collection of Palm Springs's planned development are compatible with the proposed uses and the bulk, mass, and context of adjacent structures and meet code requirements (45 feet or four-stories in the Commercial General District). The building height of the hotels on Tract 1 is four-stories or 50'-1". The building height of Chick-fil-A on Tract 2 is one-story or 20'4". The building height of Chipotle on Tract 3 is one-story or 26'.

Setbacks

- Building setbacks are at least 30' with appropriate buffers where the adjacent uses are residential, to the north and west. The buildings are setback from adjacent property lines to purposefully exceed the 30' minimum setback requirement, especially along the north and west property boundaries.
- The Chick-fil-A (Tract 2) is setback 71' from the front property line.
- The Chipotle (Tract 3) is setback 92' from the side property line and 75' from the east property boundary.

Required Open Space

The open space is 96,596 square feet (29%) which meets the minimum open space requirement for commercial uses which is 20% of the gross land area.

Shared Parking

There is no shared parking on the site. Each individual use on the site meets the off-street parking and loading requirements.

Unified Control

- The land within the commercial planned development will remain under the control of the applicant.
- A program for maintenance of common areas, open space, parking areas, utility sites, etc will be submitted to the Village prior to certificate of occupancy.

SITE PLAN

Required Landscaping (Code 1994, § 30-106)

- Landscaping and buffering are designed to maximize native vegetation and to leave the existing areas of native vegetation undisturbed as much as possible.
- Off-street parking areas include 20 square feet of landscaping for each parking space.
- Every twelfth parking space is separated by a landscaped island at least five feet in width and the same depth as the parking spaces.
- Islands are surrounded with a continuous raised curb.
- The perimeters of the parking areas are landscaped to create buffers between adjoining land uses.
- With a total site area of 336,950 SF, the code requires one tree to be provided for each 2,500 square feet of landscaped area, which comes out to 135 required trees. This requirement has been met and exceeded with a proposed planting plan of 179 trees throughout the site.

Required Buffers (Code 1994, § 30-107; Ord. No. 2013-02, § 2, 2-14-2013; Ord. No. 2015-42, § 3, 12-10-2015)

- Buffers are provided around the site that meet the requirements of the ordinance. The retail use category requires Category three (15-foot wide buffer with a wall or fence and hedge not less than 6 feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the East and North edges of the site and Category five (15-foot wide buffer with a hedge not less than three (3) feet in height, supplemented by trees spaced not more than 20 feet apart, required hedges shall maintain a minimum of two (2) different maintained levels or tiers) and Category six (ten (10) foot wide buffers with a hedge not less than three feet in height, supplemented by trees spaced not more than 20 feet apart) buffers on the South and West edges of the site. There is a 15' landscape buffer on the rear, west, and along the portion of the east property boundary that is abutting a residential zoning district.
- While a number of existing mature canopy trees will remain in the buffers, additional planting material is being proposed to enhance the buffer and provide more screening. The buffer enhancements to the North and East include a new Clusia hedge and new oak trees and palms to fill out the gaps in the existing buffers.
- The buffers along the ROWs feature similar enhancements. While all existing oaks will remain, smaller accent palms and Ficus beds will occupy the spaces in between each existing mature oak in the buffer. Additionally, a meandering cocoplum hedge will span the ROW buffers and tie into the Clusia hedge that wraps the West and North property boundaries.

Miscellaneous Requirements (Code 1994, § 30-463; Ord. No. 2013-01, § 3, 2-14-2013)

Surface Water Management (Sec. 34-1354)

The site plan design emphasizes responsible and effective surface water management, in full compliance with the requirements outlined in Section 34-1354 of the ordinance. The plan is designed to manage surface water to prevent flooding, erosion, and environmental degradation.

Traffic Circulation (Sec.34-1359)

- The development is designed to maximize the flow of on-site traffic circulation and to prevent traffic from stacking up on the adjacent public streets.
- The vehicular ingress and egress to the site is designed to prevent conflicts on adjacent streets. There are two entrances to the site, an ingress and egress on 10th Avenue N. and another on Florida Mango. The curb cut on 10th Avenue North is a 16' ROW with one lane for ingress and one lane for egress. The curb cut on Florida Mango Road is a 38' ROW with one lane for ingress and two lanes for egress.
- Required bicycle parking is one per 1,500 gross square feet. The Hotel provides ten bicycle parking spaces, the Chick-fil-A provides five bicycle parking spaces and the Chipotle provides five bicycle parking spaces.

Public Utilities, Easements, Covenants

The site plan complies with all necessary public utilities including water, sewer, and electrical services.

Concurrent Permitting requirements

The development team is actively coordinating with appropriate permitting agencies to secure all concurrent permits and will continue to work with village officials throughout the review process to confirm compliance with all requirements.

Signage (Article IV, Section 34-261 – Section 34-275)

Each tract within the development has its own monument signs proposed, which follow the signage requirements presented in the Palm Springs code. A breakdown of the signage regulations can be seen in the table below:

	Proposed Sign Setback	Maximum Sign Height	Maximum Sign Area
Tract 1	175'	10'	100 SF
Tract 2	18'	8'	120 SF
Tract 3	18'	8'	103 SF

The Master Sign Program provided in the application depicts the location, number, size, font, color, type, and style of signs, landscaping, and illumination of proposed signs. The signs comply with the Community Design Standards (Section 34-273) as follows:

- (a) The signs are compatible with the architectural elements and repeating features that are used on buildings throughout the development. The signs are in harmony with surrounding buildings and the adjacent commercial development.
- (b) The sign colors are consistent with the typical branding and design of the restaurants and are complementary to the colors of the development.
- (c) The sign lettering size is clear and easy to read and in scale with the buildings in which they are located.

Hours of Operation

Typical hours of operation in the Village of Palm Springs for commercial activities are 7:00 A.M. to 11:00 P.M. See variance requests below for Tract 1 and Tract 2. The proposed hours of operation align with typical industry standards for similar businesses and are intended to provide convenience to customers while respecting the character of the neighborhood and surrounding uses.

Security & Life Safety Plan

Security and life safety are important to the design and layout of the site. The security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

Landscaping Standards and Requirements (Code 1994, § 30-106)

The landscape plan complies with the landscaping standards and requirements outlined in Code 1994 § 30-106. The design of the landscape enhances the surrounding streetscape and contributes positively to the surrounding area. The plan includes native and drought-resistant plant species, irrigation systems, and compliance with any tree preservation requirements specified in the code. The development team is committed to maintaining the landscaping to the highest standards to ensure long-term quality, vitality, and attractiveness.

Special Exceptions (Code 1994, § 30-564; Ord. No. 2007-08, § 6, 4-26-2007; Ord. No. 2008-29, § 3, 12-11-2008; Ord. No. 2010-05, § 6, 4-8-2010; Ord. No. 2011-27, § 3, 12-8-2011; Ord. No. 2013-01, § 4, 2-14-2013; Ord. No. 2014-26, § 2, 11-13-2014; Ord. No. 2017-06, § 3, 5-11-2017; Ord. No. 2017-17, § 3, 7-27-2017; [Ord. No. 2019-12, § 2, 9-12-2019](#))

The Chick-fil-a (Tract 2) and Chipotle (Tract 3) Restaurants and the Everhome & Woodsprings Suites (Tract 1) Hotels are permitted as special exception uses within the CG commercial general land development district.

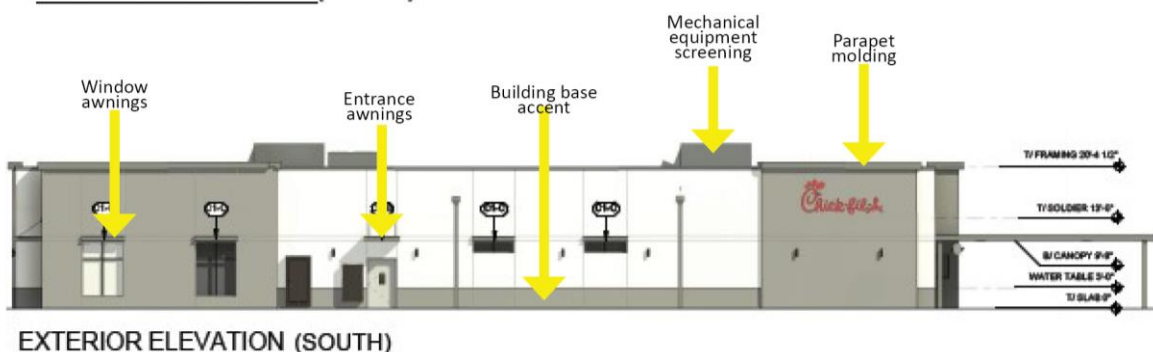
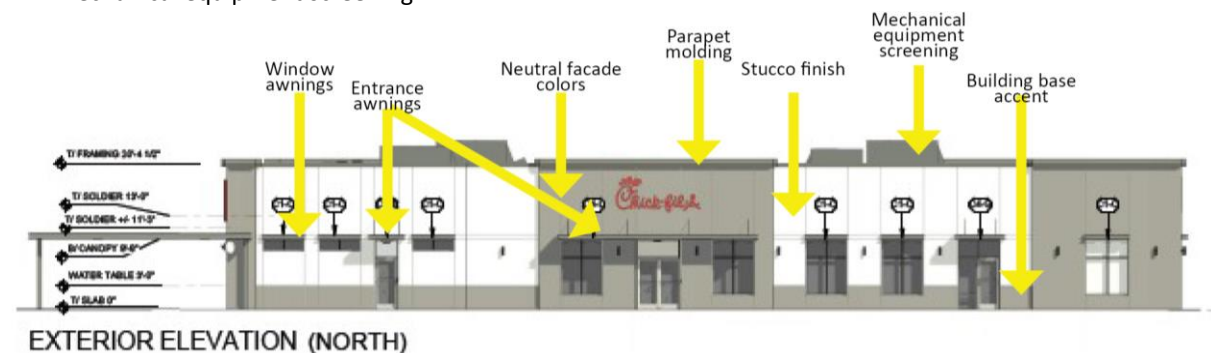
Consistency with Sec. 34-1366 Building Design Guidelines (Chick-fil-A & Chipotle)

Currently, the site consists of a newly constructed 4,081 SF Chase Bank which was approved by Resolution 2017-26. The applicant has requested an Overall Site Plan Amendment to the Village Collection of Palm Springs Planned Commercial Development (PCD) (Resolution No. 2020-01) to modify uses and square footage for Tracts 1, 2, and 3 (Tenth Avenue Replat, PB 130, Pgs 136-137). Concurrently, the applicant has requested a Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 2 and Site Plan Modification and Special Exception Use for a restaurant with drive-through on Tract 3. Upon approval, these requests will allow the construction of a 6,111 square foot Chick-fil-A building and a 2,454 square foot Chipotle building.



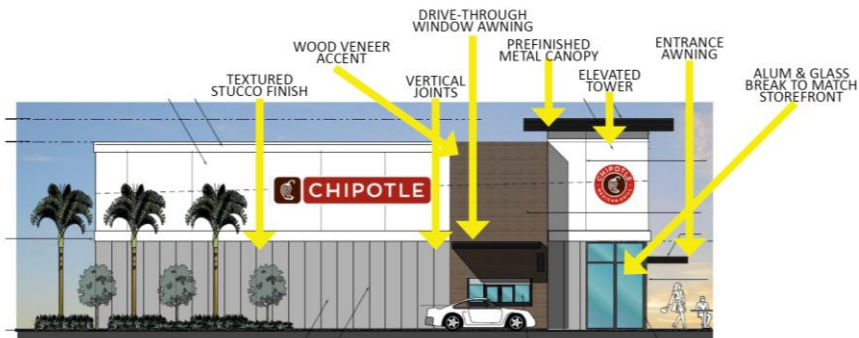
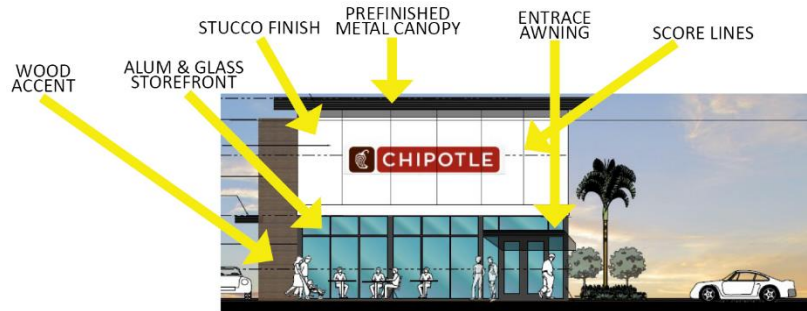
In order to maintain architectural consistency, cohesion, and compatibility within the development, the application has proposed similar architectural elements and design patterns between all parcels. The proposed plans reflect features that complement the existing Chase bank on the property. The Chick-Fil-A will provide the following architectural design elements:

- Providing earth tone, neutral color palette on the building facades, compatible with surrounding buildings
- Window awnings
- Stucco finish
- Covered entrance awnings
- Accent colors to create depth and variation in the façade
- Parapet molding
- Building base accent
- Mechanical equipment screening



The Chipotle design will provide the following architectural design elements:

- Earth tone, neutral color palette
- Stucco finish
- Covered entrance awning
- Drive-through window awning
- Elevated entrance tower
- Aluminum and glass storefront
- Prefinished metal roof canopy
- Vertical joints for façade variation



The proposed plan will create a balance of land uses, which complements the surrounding area. The petitioner has provided Landscape Enhancements, illustrated in the Landscape Plan provided. The proposed landscape improvements, architectural enhancements, and internal walkways shall promote cohesivity and interconnectedness between the existing and proposed uses.

Special Exception for Chick-fil-A (Tract 2) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

- (1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.**

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1, B.2, and Objective G, Policy G.3. It supports the plan's goals of encouraging neighborhood and community type commercial areas that serve the needs of residents while maintaining the integrity of residential areas (B.1). The Chick-fil-A restaurant is compatible with other uses in the CG Commercial General district and will be a new food option in the neighborhood for residents (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along an arterial street (B.2). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio for commercial uses (G.3).

- (2) The proposed special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of this Code.**

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chick-fil-A restaurant/drive-through complies with all additional requirements for operations, traffic, setbacks, and signage.

- (3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.**

The proposed special exception is compatible with the character and use of the surrounding properties. The Chick-fil-A restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

- (4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

The proposed Chick-fil-A restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

The anticipated number of customers and staff at the Chick-fil-A restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.
- b. Does not adversely affect property values in adjacent areas.
- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The design of the restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chick-fil-A restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Special Exception for Chipotle (Tract 3) for Restaurant/Drive-through use

Chapter 34, Section 34-607 Special Exception

Chapter 34, Section 34-607 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-607(b) of the Code. The statement must include comments on each of the following individually:

- (1) **The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.**

The special exception use for a restaurant/drive-through is consistent with the goals, objectives, and policies of the Village of Palm Springs' Comprehensive Plan by contributing to the economic development and vibrancy of the community. Specifically, Objective B, Policy B.1 – B.4, and Objective G, Policy G.3 in that it is consistent with the uses established on the Future Land Use Map and serves the needs of residents while maintaining the integrity of natural areas. The Chipotle restaurant use is compatible with other types of development in the CG Commercial General district (B.1). The proposed Village Collection of Palm Springs commercial development has frontage along arterial and collector streets (B2). The mix of commercial uses is consistent with the Future Land Use Map and utilizes setbacks and landscape buffers that meet and exceed code requirements to provide proper screening and separation of uses where adjacent to residential areas on the west property boundary (B.3, B.4). The intensity of uses (.35 FAR) is consistent with the land development intensities defined in the Comprehensive Plan and is below the .5 floor area ratio maximum requirement for commercial uses (G.3).

- (2) **The proposed special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of this Code.**

The special exception is consistent with the Planning, Building & Zoning and zoning regulations and all other portions of the code. The development team has ensured that the design for the Chipotle restaurant/drive-through complies with all requirements for operations, traffic, setbacks, and signage.

- (3) **The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and surrounding property.**

The proposed special exception is compatible with the character and use of the surrounding properties. The restaurant is designed to be compatible with the surrounding area. It will be operating within reasonable hours and will not generate excessive traffic or noise that would disrupt the neighborhood or surrounding areas. The building's design, including parking, sidewalks, lighting, and location has been carefully considered to be compatible with the existing environment.

- (4) **The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.**

The proposed Chipotle restaurant/drive-through is the first of its kind in this specific location and will not lead to an overconcentration of similar uses. Its introduction will not hinder the development or redevelopment of the area but will provide a convenient dining option for residents and passersby.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

- a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;**
- b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and**
- c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

The anticipated number of customers and staff at the Chipotle restaurant/drive-through will be well-managed to prevent any overcrowding or disruptions to traffic. Noise, odor, and visual impacts will be mitigated through thoughtful design and operational measures. The traffic analysis shows that the project will have a minimal impact on the surrounding flow of traffic.

(6) That the proposed special exception use:

- a. Does not significantly reduce light and air to adjacent properties.**
- b. Does not adversely affect property values in adjacent areas.**
- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.**
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.**
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.**

The design of the Chipotle restaurant/drive-through ensures that adjacent properties will continue to receive adequate light and air, and property values will not be adversely affected. The presence of the restaurant/drive-through will not deter the improvement or redevelopment of surrounding properties but will complement the area's growth and existing character. The design enhances the area and does not negatively impact adjacent natural systems or public facilities. Pedestrian amenities including sidewalks, bicycle parking, and other landscaping features will be provided to enhance the walkability of the area.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

The proposed Chipotle restaurant/drive-through use will enhance the surrounding area by promoting economic development in the Village, and providing a valuable dining option for residents and visitors. It will create new job opportunities, stimulate economic development, and serve as a community amenity. This aligns with the Village's objectives and contributes positively to the local economy and quality of life.

Variance Request Chick-fil-A – 6AM to 10PM hours of operation

Related Applications: *Resolution 2020-02*

Code Section: Sec 34-891

Required: 7 AM-11 PM

Request: 6 AM-10 PM

Details of Variance Request or Appeal: Extend business hours by one hour to open at 6AM, reducing previous variance approval for 24 hours of operation.

Chapter 34, Section 34-602 Variance Request

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

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

The special conditions and circumstances that are peculiar to the building which are not applicable to other buildings in the CG commercial general district is the restaurant/drive-through use. Typical operation hours for this franchise are from 6 A.M. to 10 P.M., and the approval of this variance request would allow the restaurant to operate during its typical franchise hours. Restaurants are considered an allowed use within the CG commercial general district, and the proposed use and hours of operation request are appropriate within the zoning district.

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

The special conditions and circumstances do not result from the actions of the applicant. The typical hours of operation for this franchise are regular across most Chick-fil-A locations, and the approval of the variance request would allow the restaurant to operate during its typical franchise hours.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.**

Granting a variance for hours of operation from 6 A.M. to 10 P.M. for the restaurant, drive-through use will not confer any special privilege that is denied by this chapter to other lands, buildings or structures in the CG commercial general district.

- d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

Literal interpretation and enforcement of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the CG commercial general district as the Chick-fil-A restaurant would not be able to operate its standard franchise hours without a variance.

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

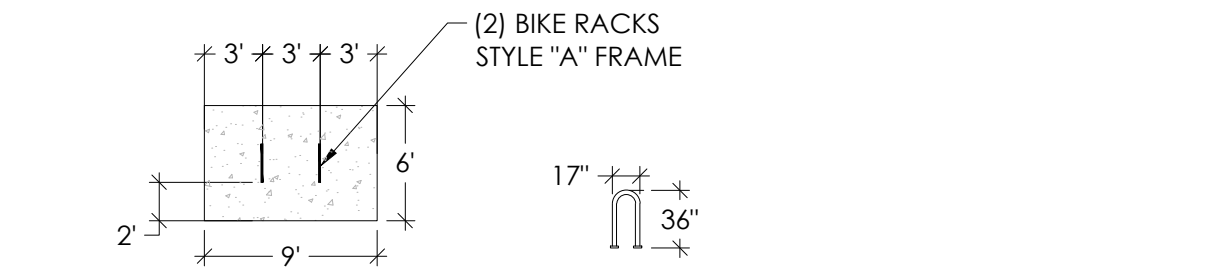
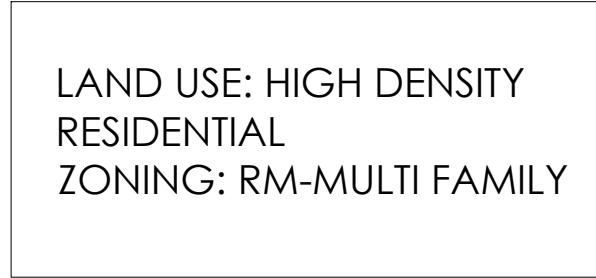
Without the granting of the variance, the restaurant would have to be closed for an additional hour and would not be able to operate at the standard franchise hours.

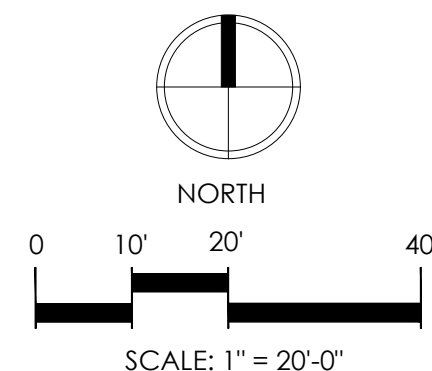
f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Granting the variance will be in harmony with the general intent and purpose of this chapter. The intent and purpose of the CG commercial general district is to provide lands within the village for a wide range of goods and commercial services that serve a consumer market that may extend beyond municipal limits. Such areas shall be located convenient to major roads and automotive traffic. The Chick-fil-A will provide convenient food options to the neighborhood, the Village of Palm Springs, and surrounding areas. It is conveniently located at the intersection of Florida Mango Road and 10th Avenue N, which are classified as Urban Principal Arterials and Urban Minor Arterial roads, respectively. Commercial planned developments are allowed as a permitted use within the Commercial General District. The intent and purpose of commercial planned developments is to permit the development of projects consisting of residential, commercial, or industrial, or any combination of residential, industrial, and commercial uses, as permitted herein, within a single development under a unified development plan. As a permitted use in any zoning district, the intent of providing for planned development is to allow greater flexibility in design and development standards relative to specific dimensional regulations, encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic, and other public service purposes, ensure compatibility of new development with the surrounding area, and facilitate the provision of mixed uses including housing types and housing cost levels within the same project. The Commercial Planned Development district allows compatible commercial uses within the same development, that are in harmony with the character and development patterns of 10th Avenue N and Florida Mango Road. The proposed use and hours of operation will be in harmony with the intent and purpose of the Commercial General district and Commercial Planned Development district.

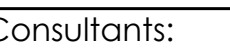
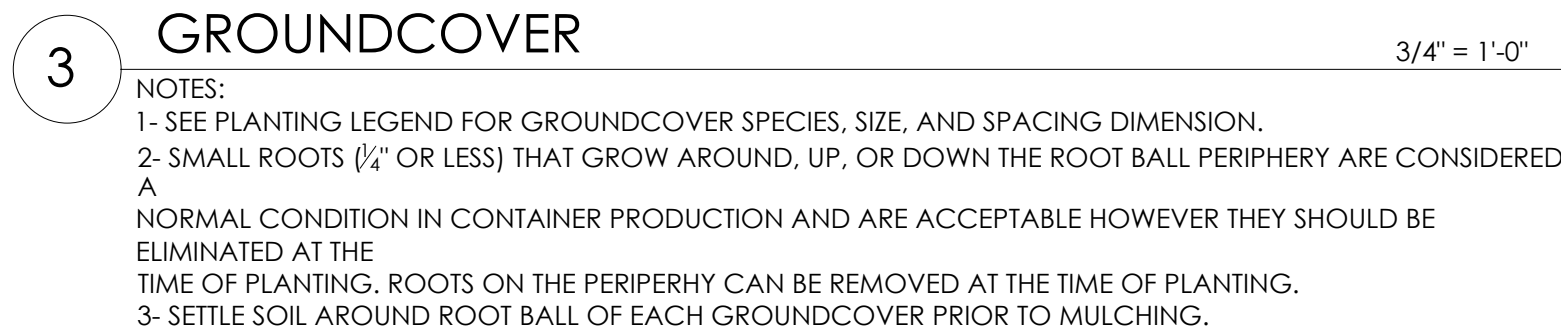
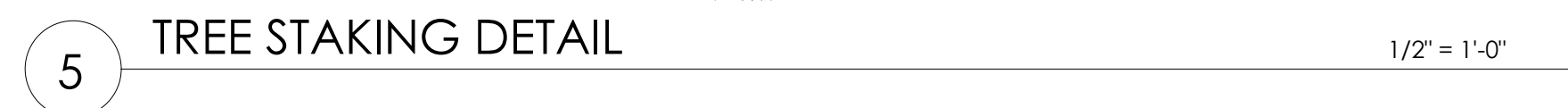
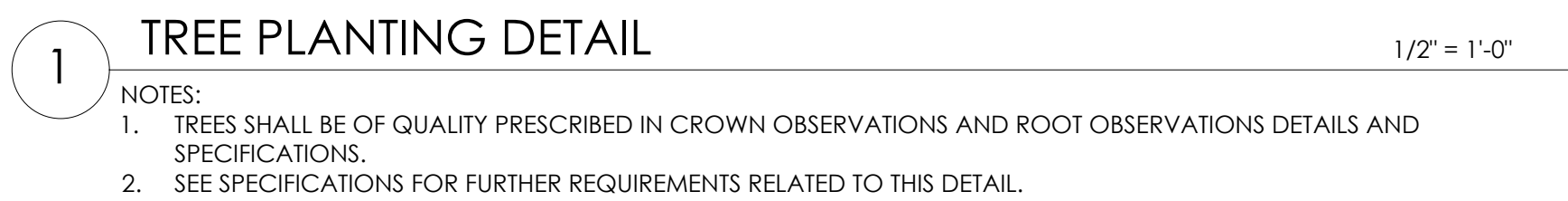
g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The proposed variance for hours of operation will not be injurious to the area or detrimental to the public welfare. If the variance is approved to allow the hours of operation, the Chick-fil-A restaurant will provide a convenient food option for breakfast. The proposed Chik-fil-A restaurant will be located at the intersection of an Urban Principal Arterial and Urban Minor Arterial roads and will have minimal impact on traffic patterns in the surrounding area. As stated, the hours of 6:00 A.M. are only one hour before the allowed operating hours in the Village (7:00 A.M. to 11:00 P.M.), and 6 AM is the typical opening time for most Chik-fil-A locations. In addition, security and life safety are important to the design and layout of the site. the security and life safety plan is comprehensive and incorporates the latest industry best practices and adheres to local safety regulations. This plan includes measures such as surveillance systems, emergency response protocols, and fire safety measures to ensure the safety of customers and staff. The development team and operators are committed to maintaining a safe and secure environment for all stakeholders.

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SHEET # LP.1



visions:

22/2023 - Intake

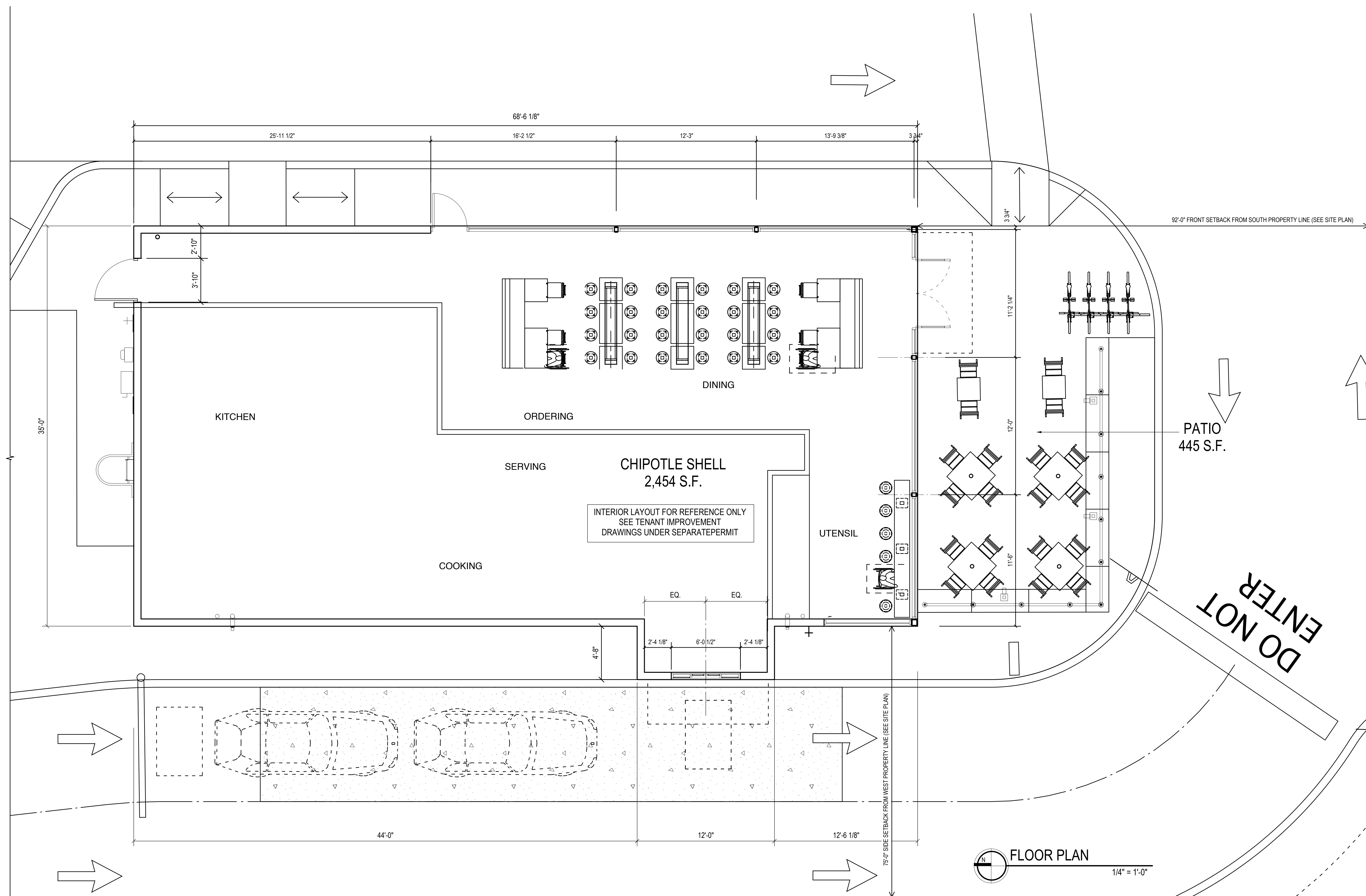
/06/2023 - Resubmittal

CHIPOILE
10th Ave. N. & Florida Mango Rd.
Village of Palm Springs, Florida

Drawn By:	JG
Drawing #:	1034
Date:	11/02/2023

LANDSCAPE
DETAILS

SHEET # LP.2



TUTTLE DESIGN LLC
561-860-2905

HAROLD TUTTLE
AR #0015395

**CHIPOTLE SHELL BUILDING
VILLAGE VOLLECTION OF PALM SPRINGS
10TH AVE. N. & FLORIDA MANGO RD.
VILLAGE OF PALM SPRINGS, FLORIDA**

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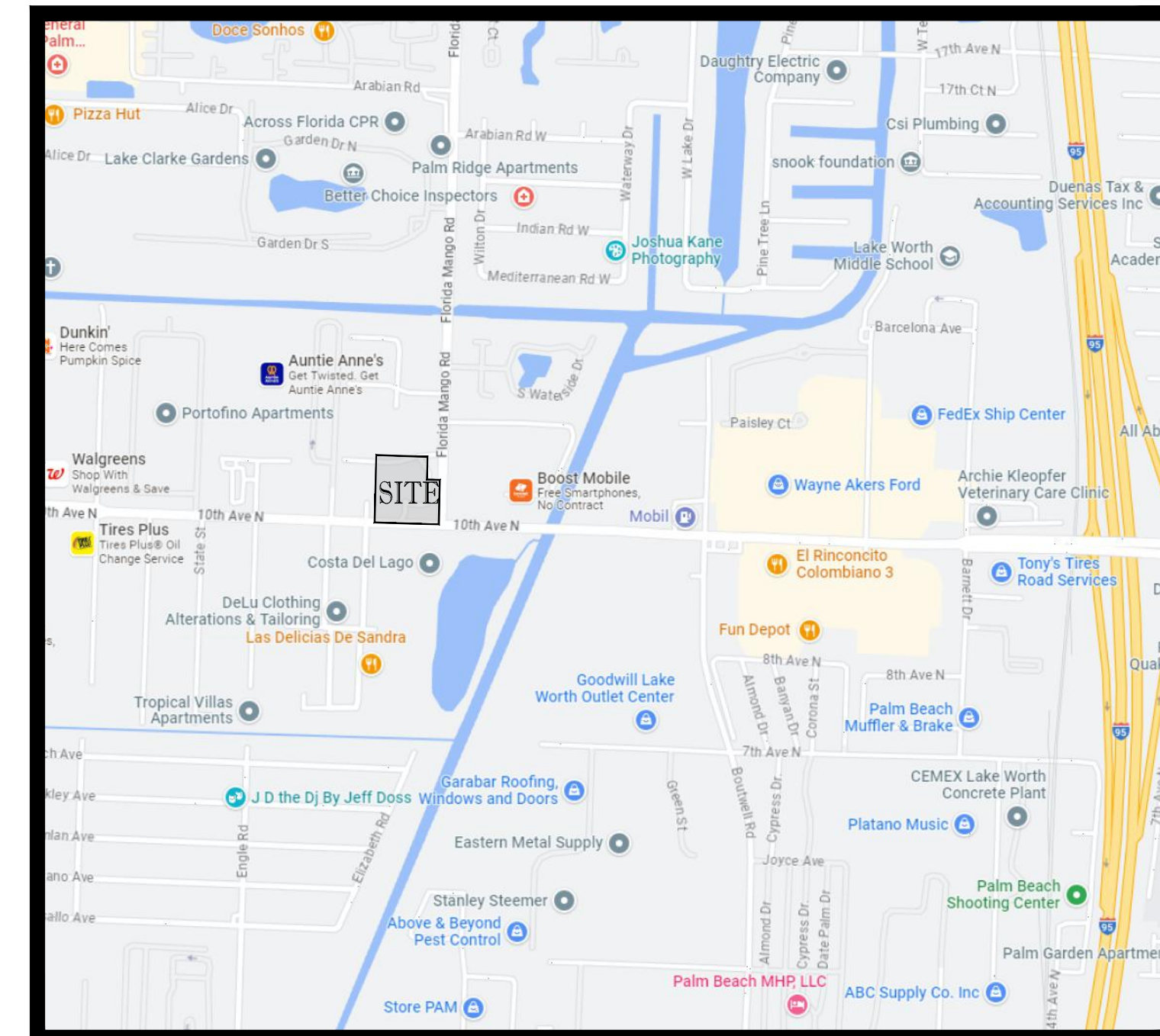
Contract	
Permit	
Bid	
Date	9/10/23
Scale	AS NOTED
Drawn	HT
Job	2023-41
Sheet	A2.01
Of	X/X
	Sheets

PRELIMINARY ENGINEERING PLANS
FOR:
VILLAGE COLLECTION
OF PALM SPRINGS

OWNER:
PARTNERSHIP

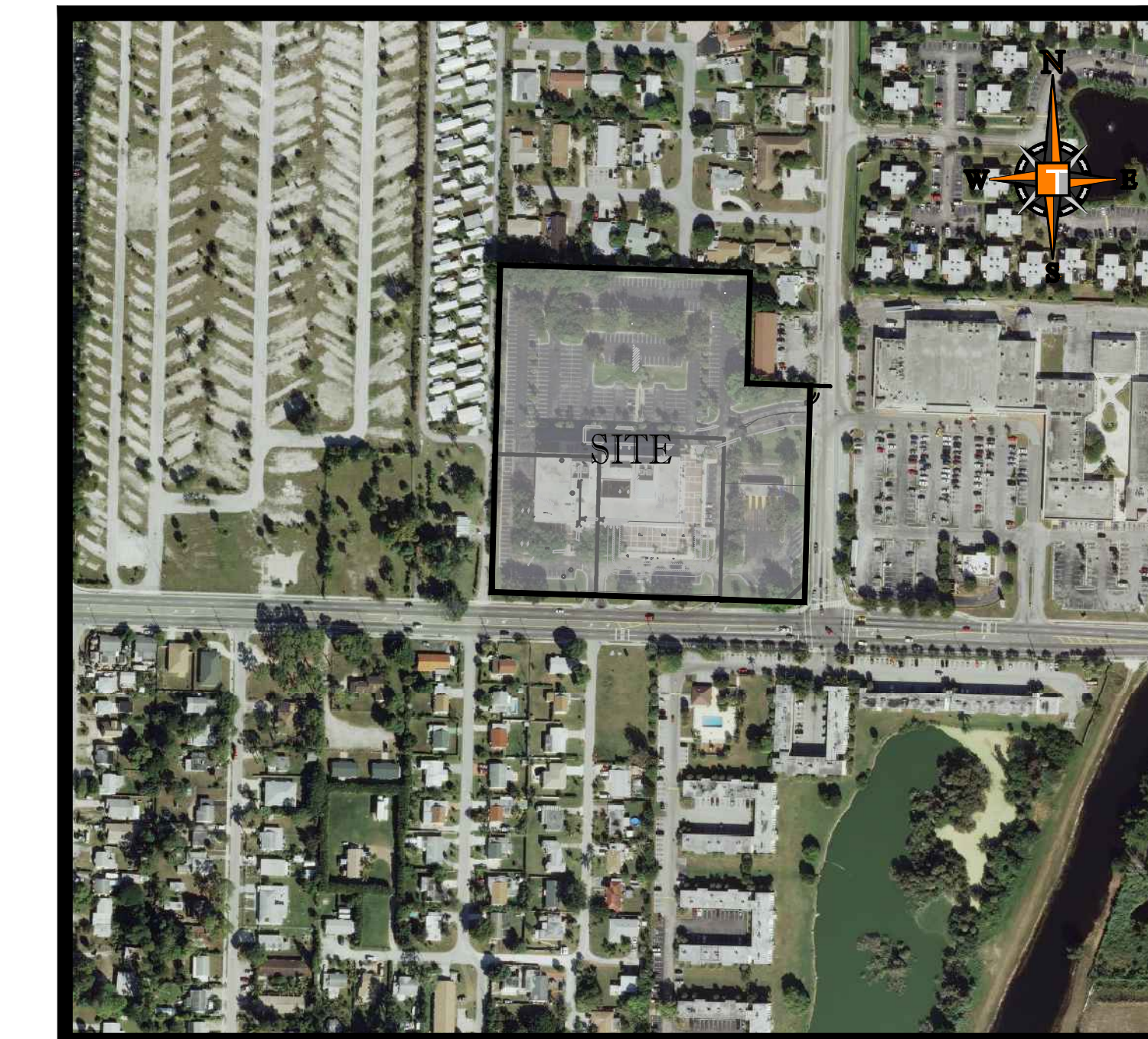
LOCATION MAP

N.T.S.



VICINITY \ AERIAL MAP

N.T.S.



SHEET INDEX

Sheet Number	Sheet Title
C-00	COVER SHEET
C-01	GENERAL NOTES
C-02	EROSION CONTROL PLAN
C-03	DEMOLITION PLAN
C-04	PGD PLAN
C-05	PGD DETAILS
C-06	CROSS SECTIONS
C-07	UTILITY PLAN
C-08	UTILITY PROFILES
C-09	UTILITY DETAILS
C-10	UTILITY DETAILS
C-11	UTILITY DETAILS

[illegible]

Brandon Ulmer, P.E. State of Florida,
Professional Engineer, License No. 5834
This item has been electronically signed
and sealed by Brandon Ulmer, P.E. on
11/3/23 using a SHA-1 authentication code
Printed copies of this document are not
considered signed and sealed and the
SHA-1 authentication code must be verified
on any electronic copies.

PROJECT No.:	FJ23001
DRAWN BY:	MJ
CHECKED BY:	BM
CAD I.D.:	FJ230012-COVER-SHEET

PROJECT:

**PRELIMINARY
ENGINEERING
PLANS**

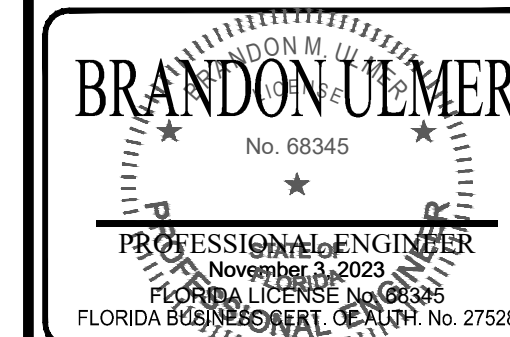
— FOR —
**VILLAGE COLLECTION
 OF PALM SPRINGS**

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138

www.ThomasEngineeringGroup.com



SHEET TITLE:

COVER SHEET

SHEET NUMBER:

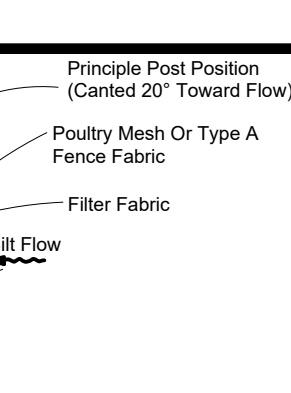
C-00

ELEVATIONS BASED ON NAVD '88



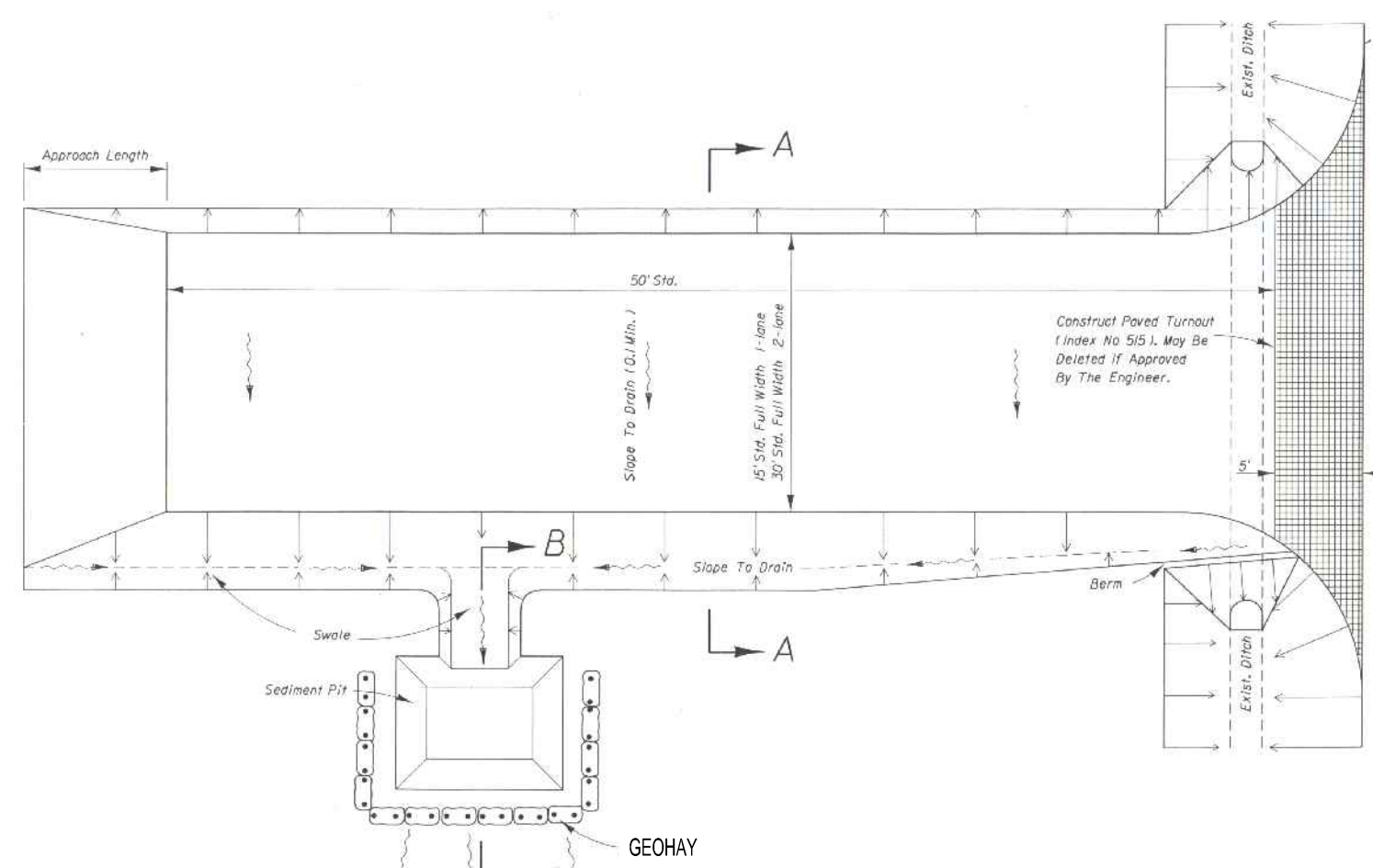
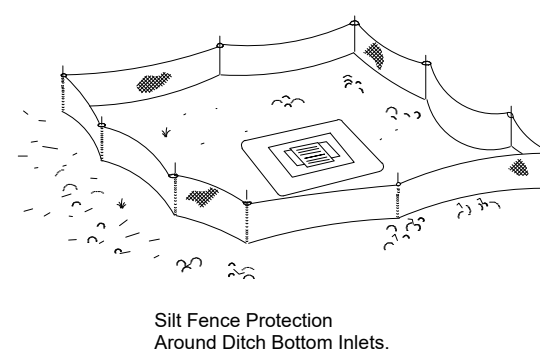
840 SE OSCEOLA ST.
STUART, FL. 334994

PH: (772) 888-3138
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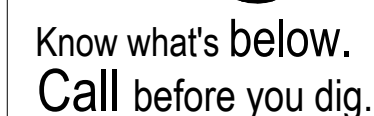
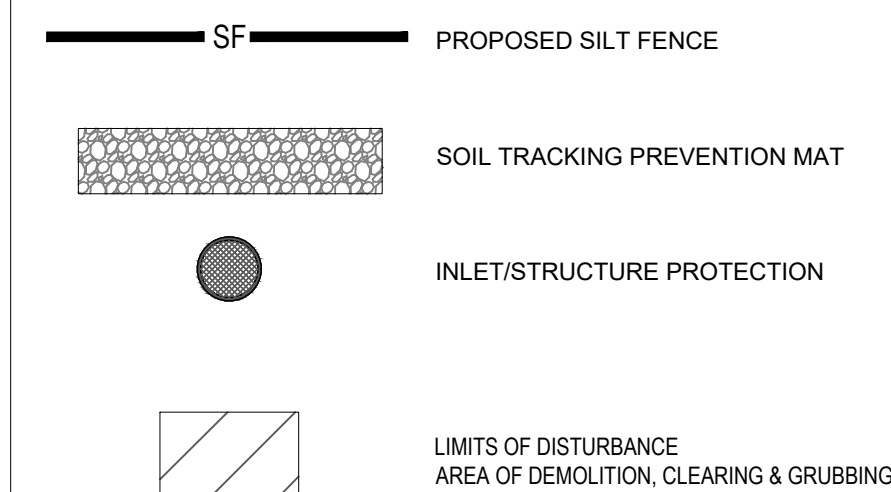
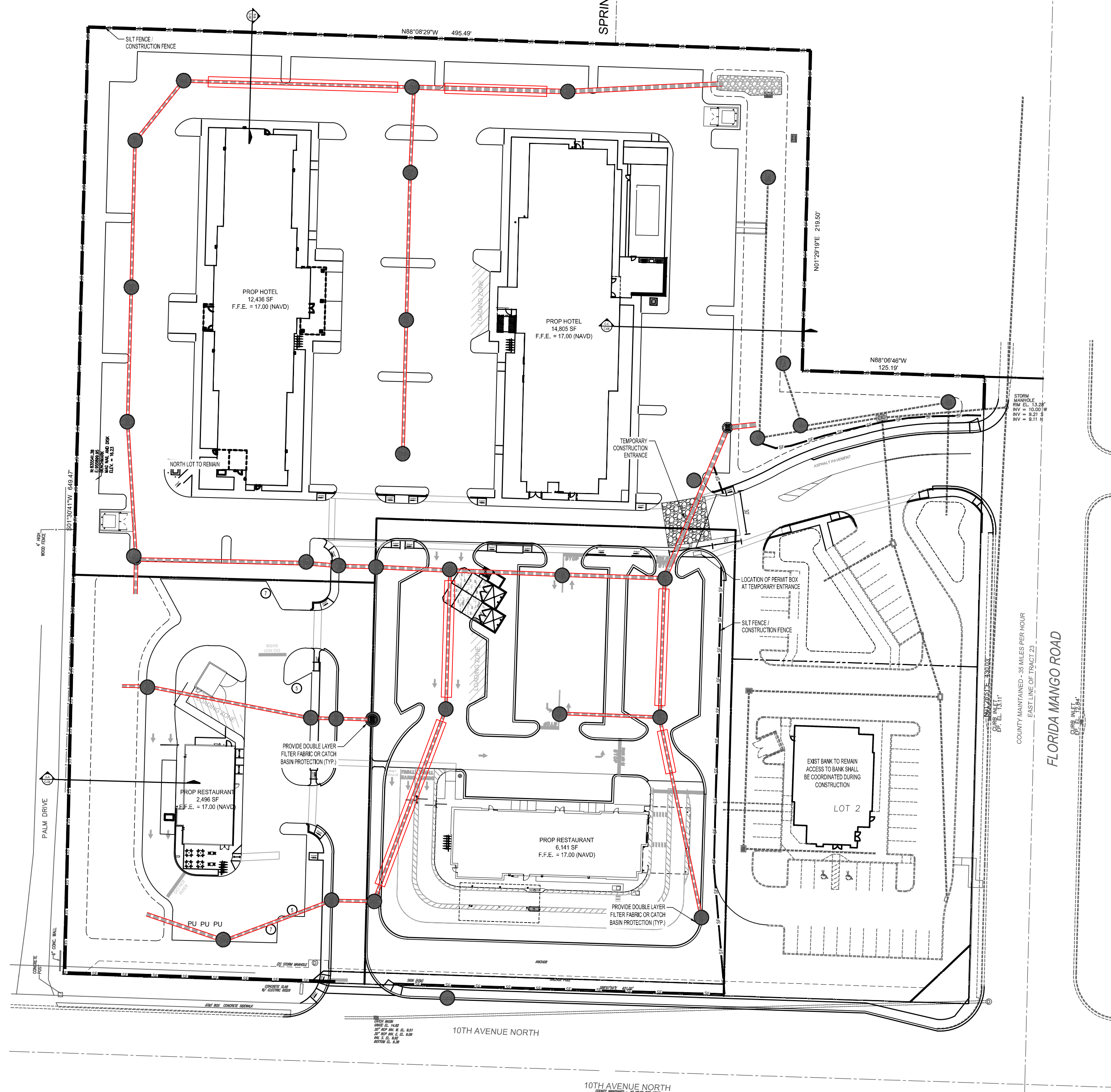
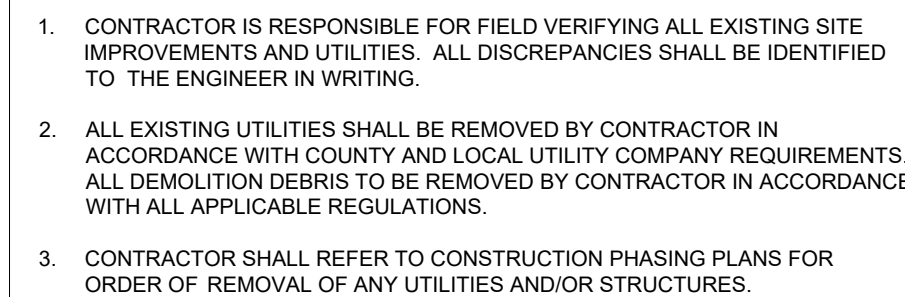
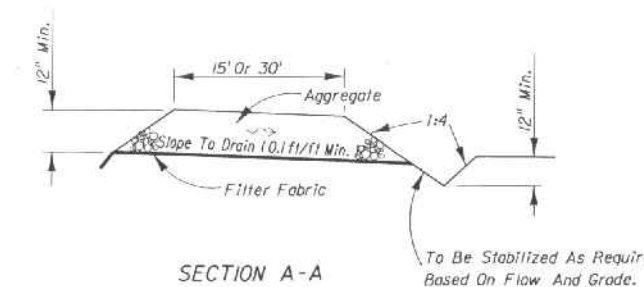
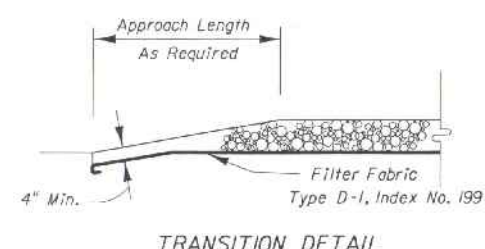
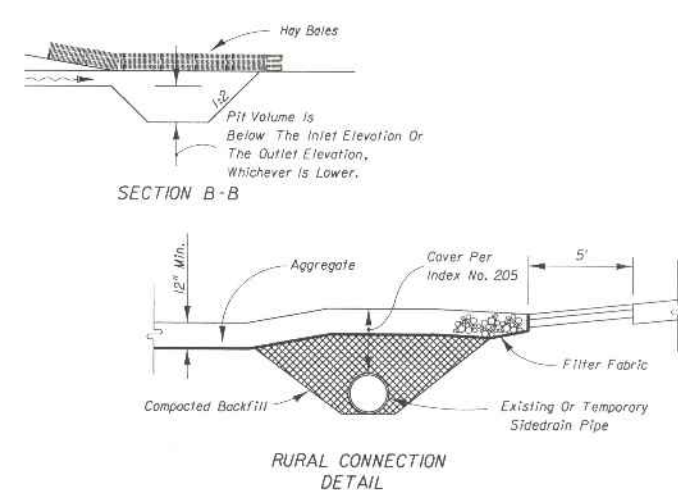


TYPE ~V SILT FENCE

-
- Silt Fence**
- Stormwater Runoff**
- Silt Fence Protection in Ditches with Intermittent Flow**



SCALE: NONE





Know what's below.
Call before you dig.
(P.B. 5, PG. 79)

LOT 1
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 2
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 3
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 4
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

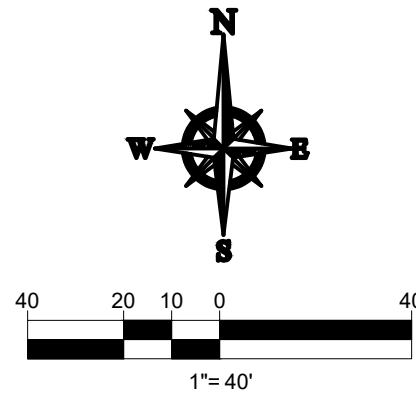
LOT 24
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(UNRECORDED)

TRACT 8
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)

TRACT 23
"MODEL LAND COMPANY"
"SUBDIVISION"

NOTES

1. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING.
2. ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH COUNTY AND LOCAL UTILITY COMPANY REQUIREMENTS. ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
3. CONTRACTOR SHALL REFER TO CONSTRUCTION PHASING PLANS FOR ORDER OF REMOVAL OF ANY UTILITIES AND/OR STRUCTURES.



DEMOLITION NOTES:

1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
BLOOMSTER PROFESSIONAL LAND SURVEYORS, INC.
641 NORTHEAST SPENCER STREET,
JENSEN BEACH, FL 34957
DATED: 09/11/16
2. THOMAS ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
3. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP, LLC IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
4. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR TO:
 - A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL LOCATION CERTIFICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.
 - B. ENSURING COPIES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
 - C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
 - D. LOCATE/CAAP ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.
 - E. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
 - F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
 - G. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
 - H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE.
5. SAFETY OR SUPERVISION, CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY.
6. TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE, THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.
10. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.
16. CONTRACTOR SHALL REFER TO LANDSCAPING PLAN FOR TREE REMOVAL.
17. SOIL STABILIZATION SUCH AS SEEDING, WETTING, AND MULCHING WHICH MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSION GENERATED BY CONSTRUCTION ACTIVITIES SHALL BE COMPLETED PROGRESSIVELY AS VEGETATION REMOVAL OCCURS WITHIN A GIVEN AREA OF THE SITE. EXCAVATION, FILL PLACEMENT, VERTICAL CONSTRUCTION OR SOIL STABILIZATION SHALL BEGIN WITHIN 15 DAYS, AND SHALL BE COMPLETE WITHIN 30 DAYS OF VEGETATION REMOVAL WITHIN A GIVEN AREA OF THE SITE.
18. DISPOSAL OF LAND CLEARING DEBRIS SHALL BE CHIPPED ON SITE AND/OR DELIVERED TO APPROVED MARTIN COUNTY CHIPPING FACILITY. ALL NONVEGETATIVE DEBRIS SHALL BE DISPOSED OF AT AN APPROVED LANDFILL SITE.

LEGEND:

- SF — PROPOSED SILT FENCE
- [Hatched Box] LIMITS OF DISTURBANCE AREA OF DEMOLITION, CLEARING & GRUBBING

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1600 W. FLETCHER AVE
SUITE 100
TAMPA, FL 33612
P 813-379-1400
F 813-379-1400

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CHECKED BY:	BMU
CAD I.D.:	FJ230012-DEMO-PLAN

PROJECT:
**PRELIMINARY
ENGINEERING
PLANS**
FOR
**VILLAGE COLLECTION
OF PALM SPRINGS**
10th AVE PARTNERSHIP
VILLAGE OF PALM SPRINGS
FLORIDA

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BRANDON ULMER
No. 68345
PROFESSIONAL ENGINEER
November 13, 2023
Florida License No. 58345
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
No. 27528

SHEET TITLE:
DEMOLITION PLAN
SHEET NUMBER:
C-03
ELEVATIONS BASED ON NAVD '88

TRACT 10
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)

LOT 1
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

LOT 2
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

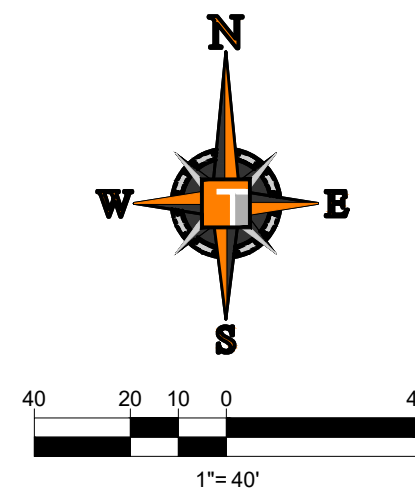
LOT 3
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(UNRECORDED)

LOT 4
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"MANGO HEIGHTS"
(UNRECORDED)

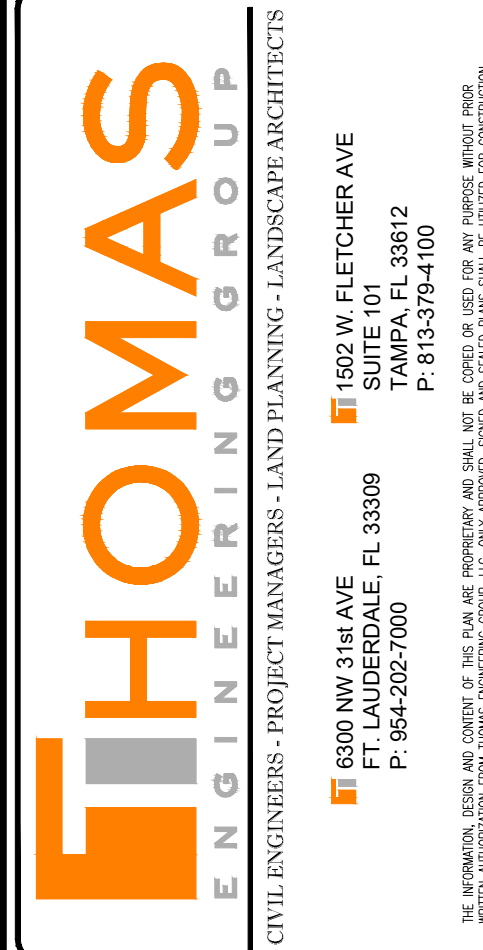
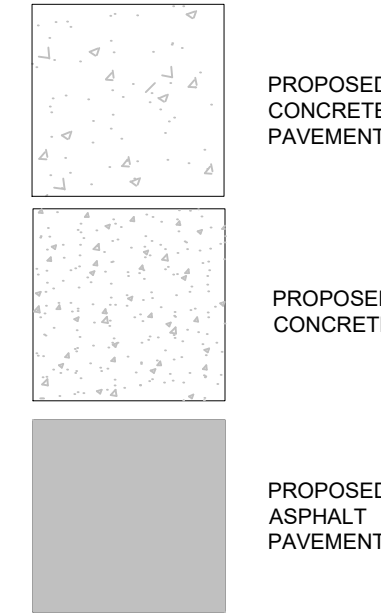
LOT 24
PER PLAT OF
"MANGO HEIGHTS"
(UNRECORDED)

TRACT 8
"MODEL LAND COMPANY
SUBDIVISION"
(P.B. 5, PG. 79)

TRACT 23
"MODEL LAND COMPANY"
"SUBDIVISION"



HATCH LEGEND



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CHECKED BY: BMU
CAD I.D.: FJ230012-PGD

PROJECT:
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PLANS**

FOR
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OF PALM SPRINGS**

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SHEET TITLE:
PGD PLAN

SHEET NUMBER:
C-04

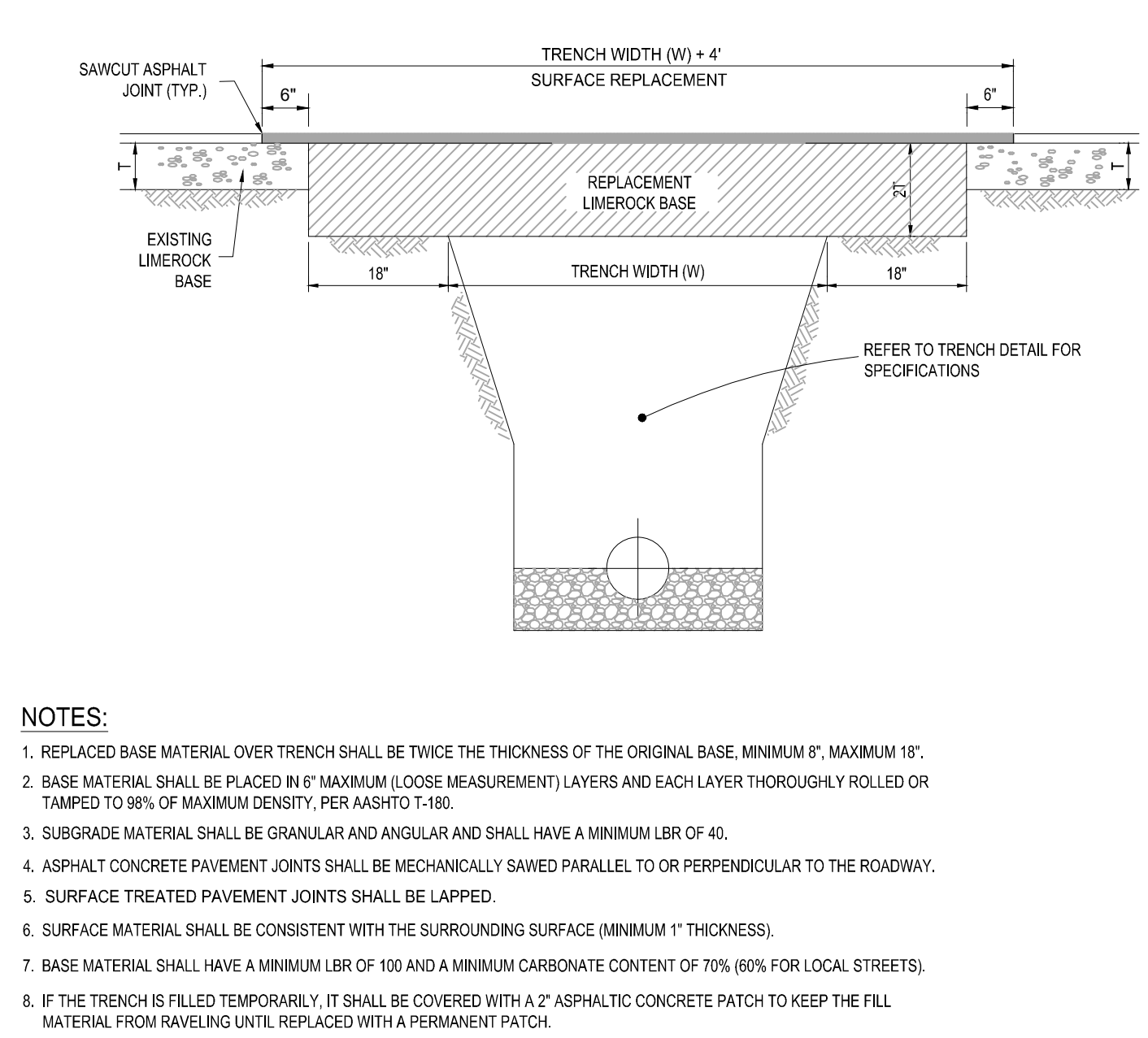
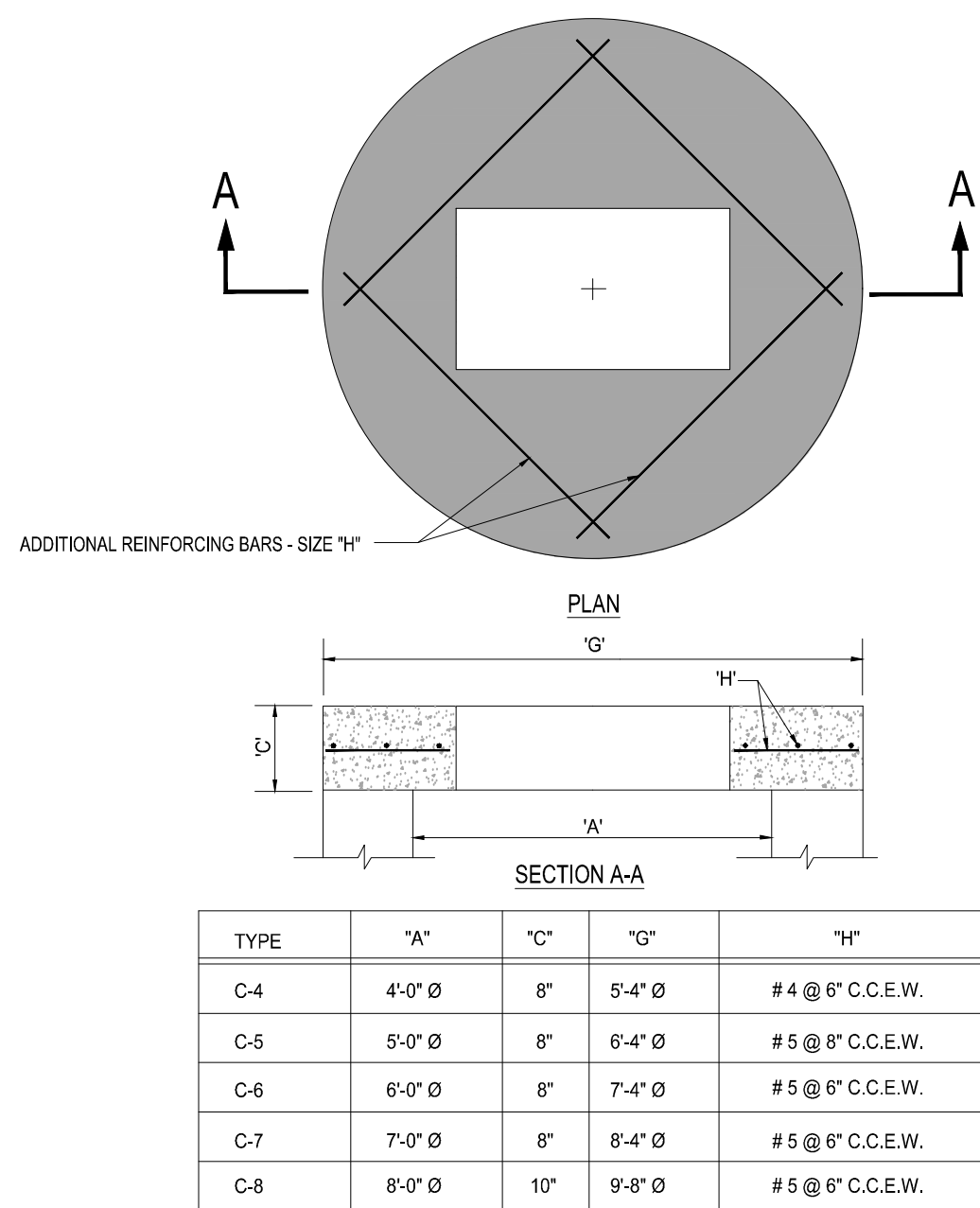
ELEVATIONS BASED ON NAVD '88

GENERAL NOTES:

- Damages to loops or any signal equipment caused by construction of this project must be repaired or replaced to original or better condition at no cost to Palm Beach County.
- Contractor shall contact Palm Beach County Traffic Operations at 561-233-3900 forty-eight (48) hours prior to construction if work is being done within 10 feet of any signal equipment.
- All construction and restoration work within Palm Beach County Right of Way shall comply with the latest edition of the FDOT Standard Index and the FDOT Standard Specifications for Road and Bridge Construction.

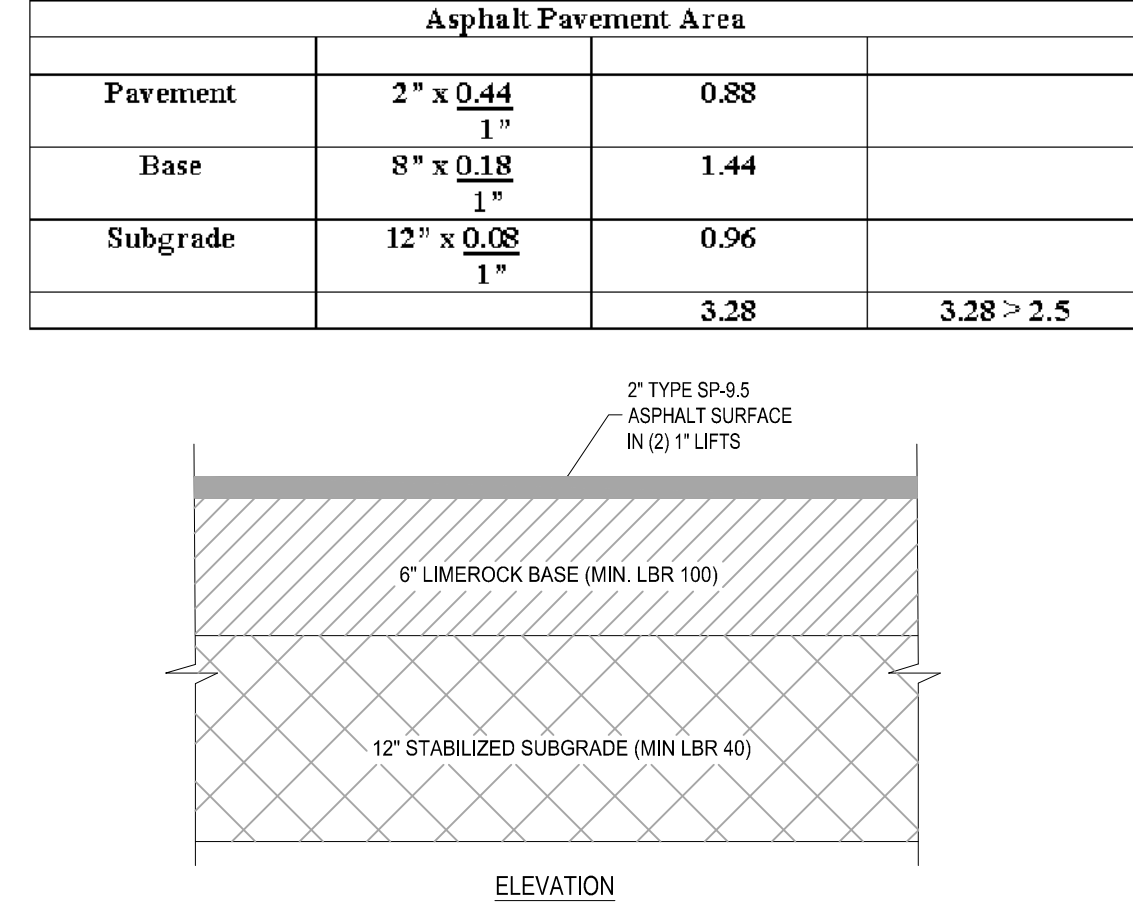
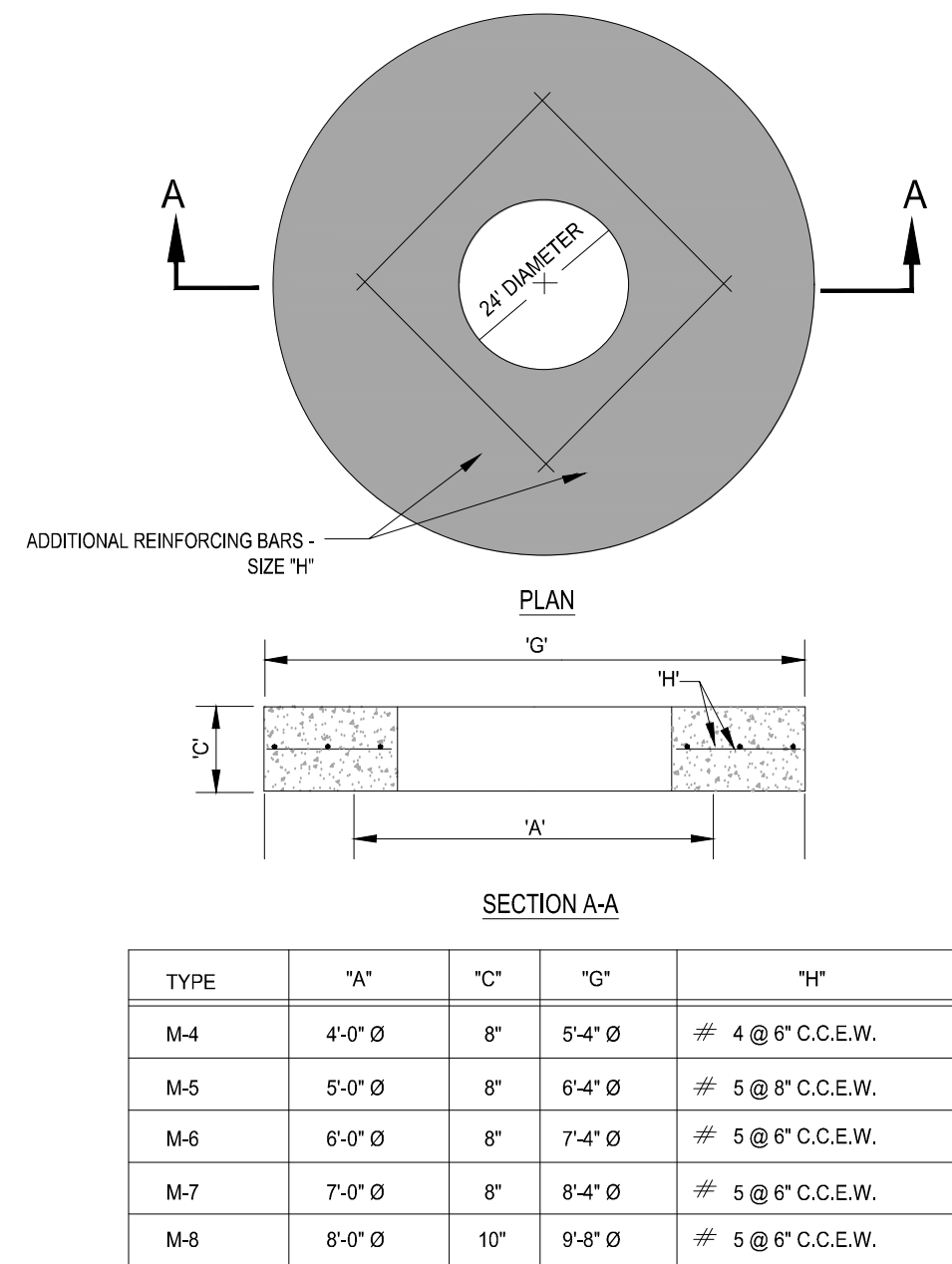
PAVEMENT SECTION IN RIGHT OF WAY SHALL BE AS FOLLOWS:

1" Type S-III Asphaltic Concrete
Tack Coat at 0.05 gal/sy
1.5" Type S-I Asphaltic Concrete
RC-70 Prime Coat at 0.10 gal/sy
13.5" Baserock (6" max lifts)
12" Compacted Subgrade
8" ABC-3 may be substituted for 13.5" of baserock
Both base and subbase shall be compacted to 98% Dry Density per AASHTO T-180



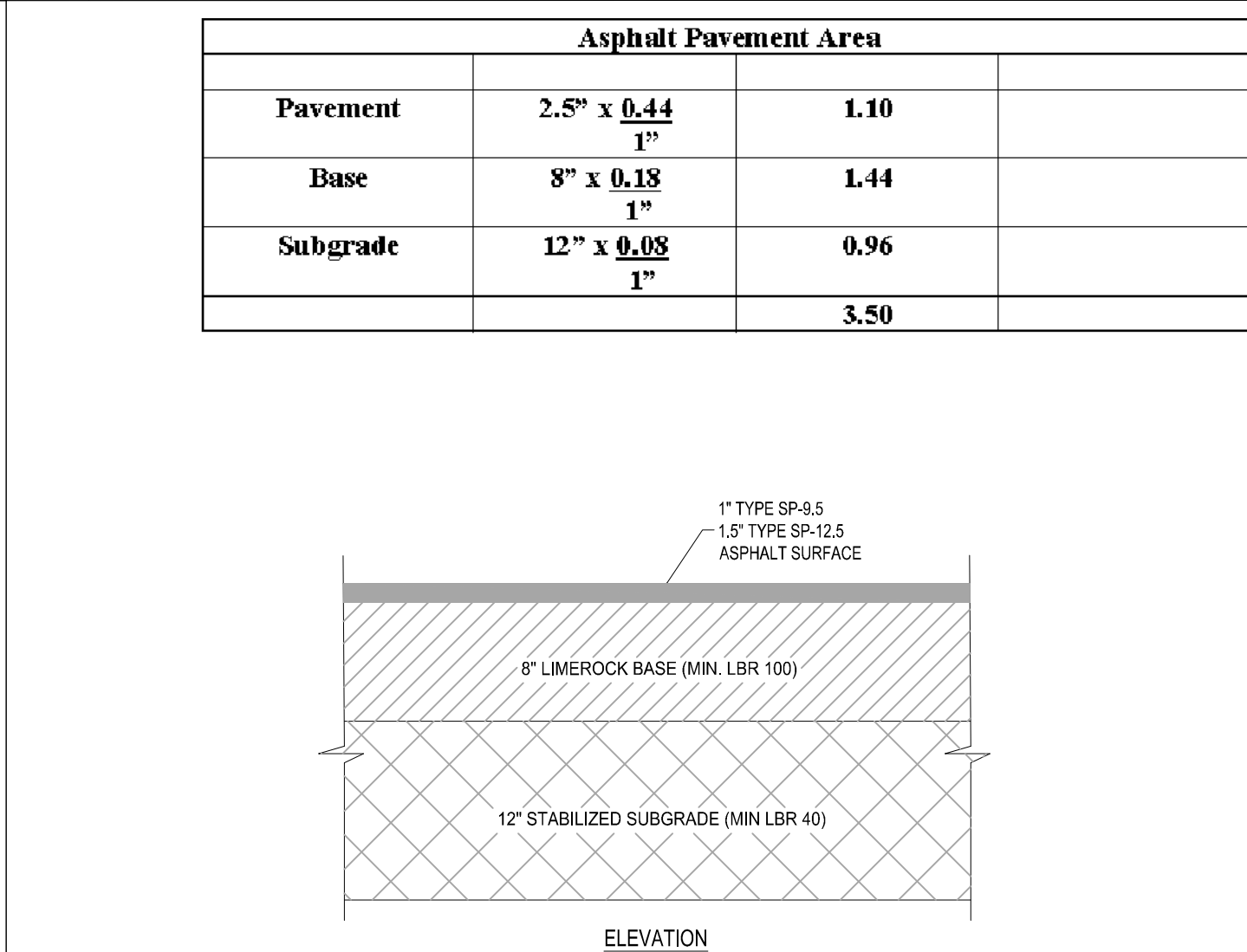
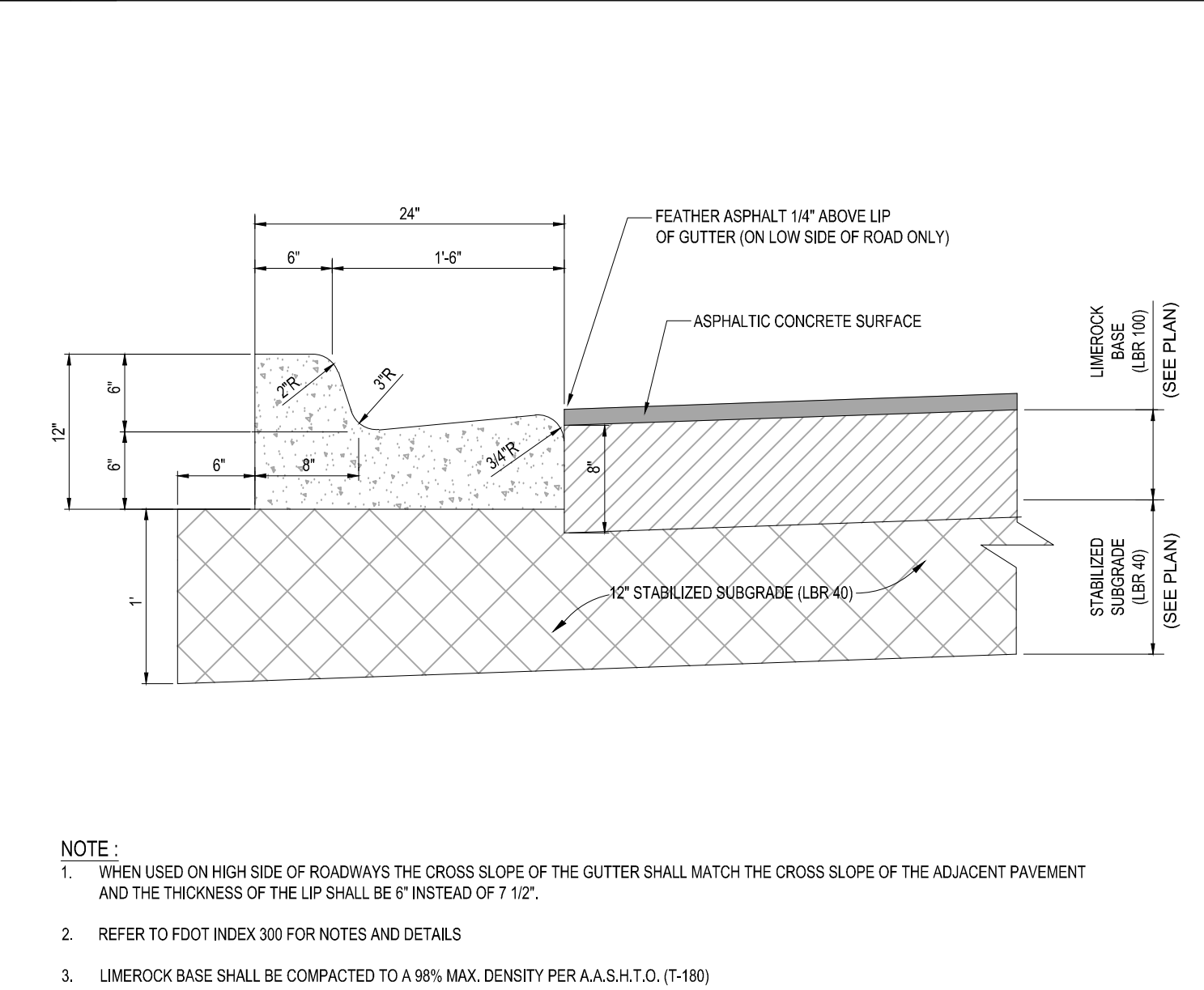
4	PAVEMENT RESTORATION DETAIL
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SCALE: NONE



8 STANDARD ASPHALT PAVEMENT DETAIL

SCALE: NONE



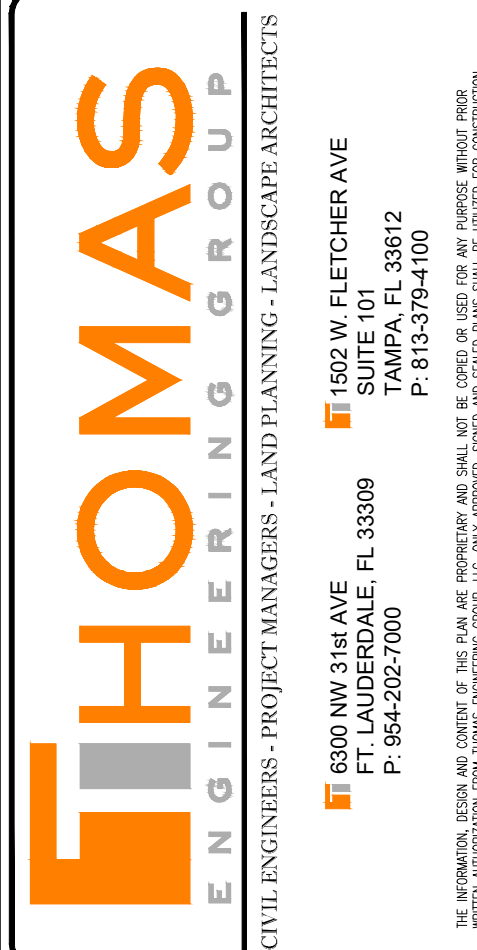
12 HEAVY DUTY ASPHALT PAVEMENT DETAIL

SCALE: NONE



PAVEMENT LEGEND

- (A) **WEARING SURFACE**
INSTALLATION OF THE 2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE . PARKING AREAS MAY PROVIDE (2) - 3/4" LIFTS.
- (B) **8" LIME ROCK BASE**
LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100) WITH ENGINEER'S APPROVAL. LIME ROCK SHALL EXTEND 12" BEYOND ASPHALT LIMITS.
- (C) **SUB-BASE: 12" STABILIZED SUB-BASE (LBR 100) COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180.**
SUB-BASE SHALL EXTEND 12" BEYOND LIME ROCK / CONCRETE LIMITS.
- (D) **CONCRETE SIDEWALK:**
4" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.
- (E) **COMPACTED SUB-BASE :**
12" COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

[illegible]

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CHECKED BY:	BM
CAD I.D.:	FJ230012-SECTION:

PROJECT:

**PRELIMINARY
ENGINEERING
PLANS**

FOR

**VILLAGE COLLECTION
OF PALM SPRINGS**

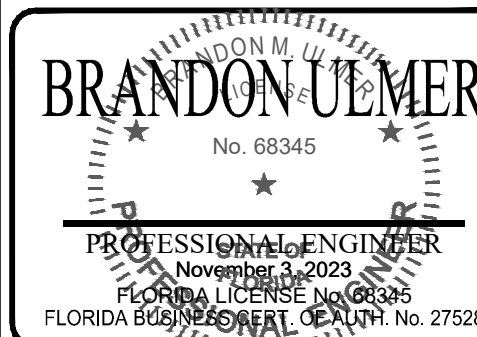
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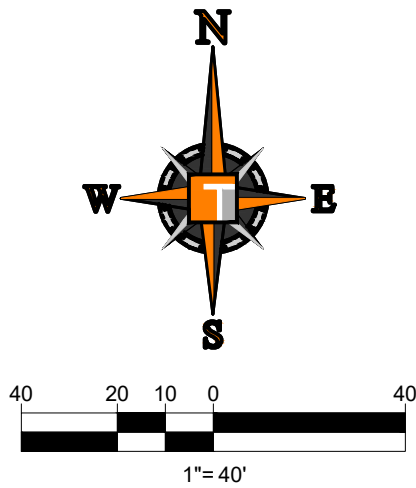
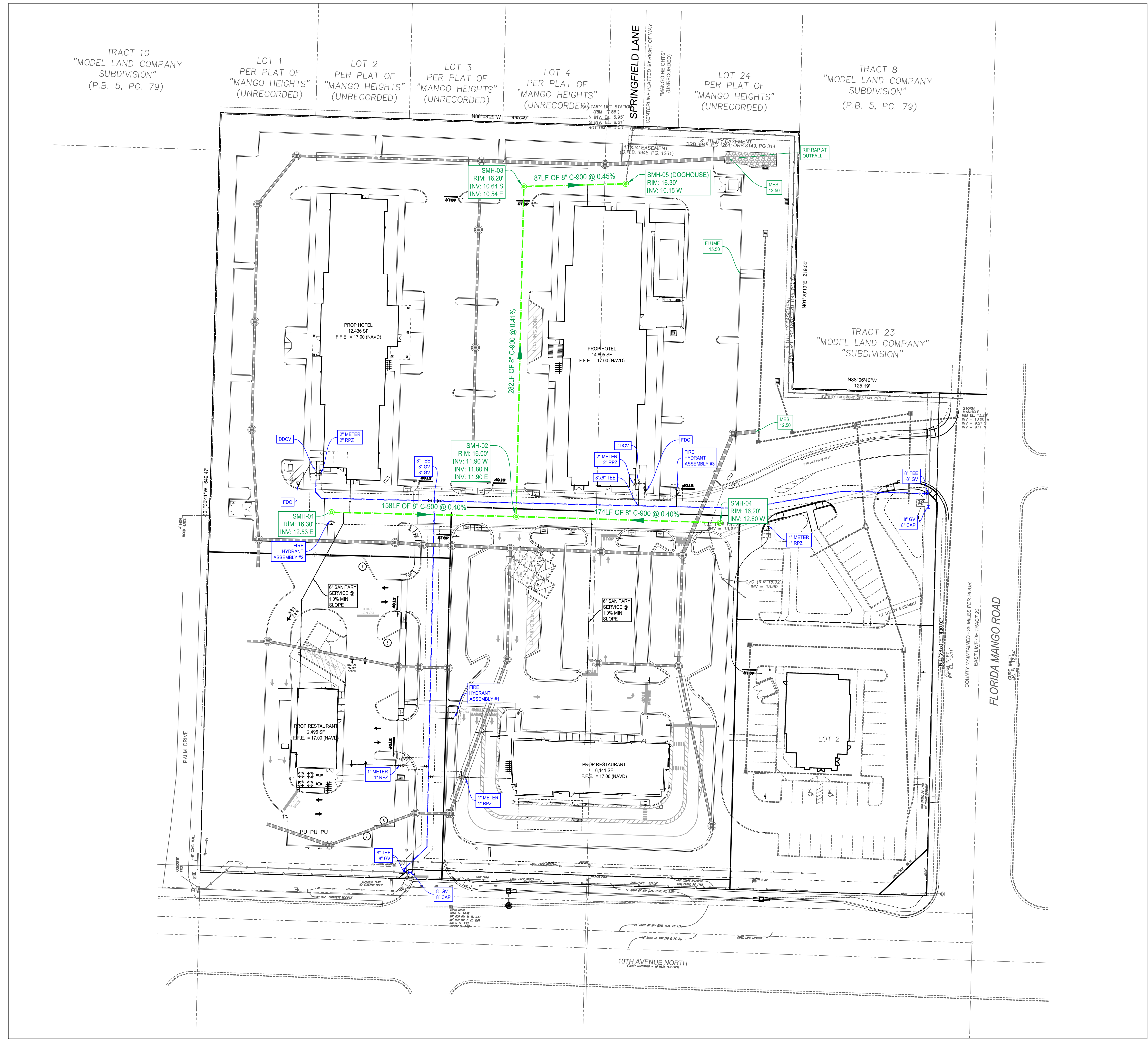
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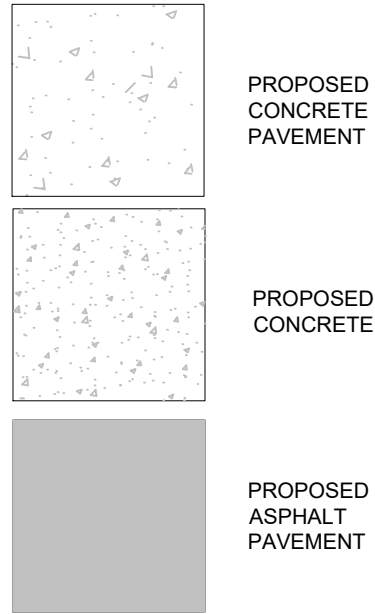
SHEET TITLE:
CROSS SECTIONS

SHEET NUMBER:
C-06

ELEVATIONS BASED ON NAVD '88



HATCH LEGEND



THOMAS

ENGINEERING GROUP

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F: 813-979-4101

1500 W. Fletcher Ave
Suite 100
Tampa, FL 33612
P: 813-979-4100
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CHECKED BY:	BMU
CAD I.D.:	FJ230012-UTILITY

PROJECT:

PRELIMINARY
ENGINEERING
PLANS

FOR

VILLAGE COLLECTION
OF PALM SPRINGS

10th AVE PARTNERSHIP

VILLAGE OF PALM SPRINGS
FLORIDA

THOMAS

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BRANDON ULMER

No. 68345

PROFESSIONAL ENGINEER

November 3, 2023

FLORIDA LICENSE NO. 68345

FLORIDA BUSINESS REGISTRATION NO. 27528

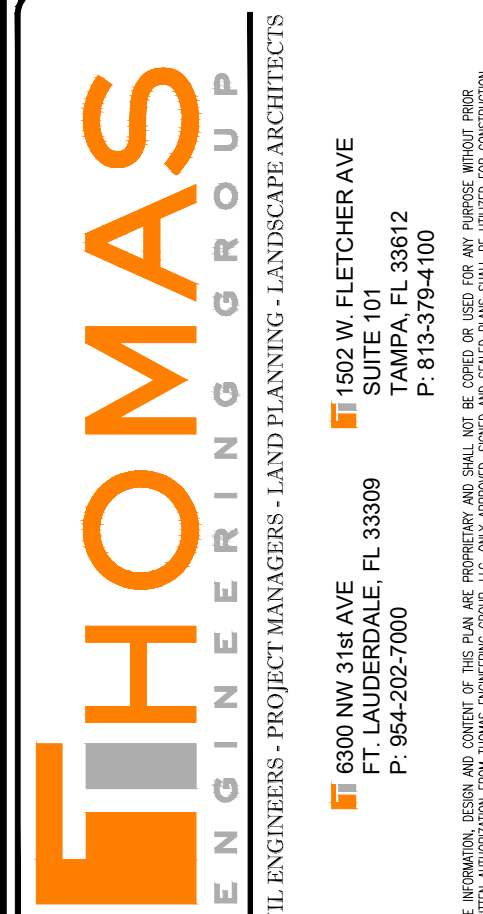
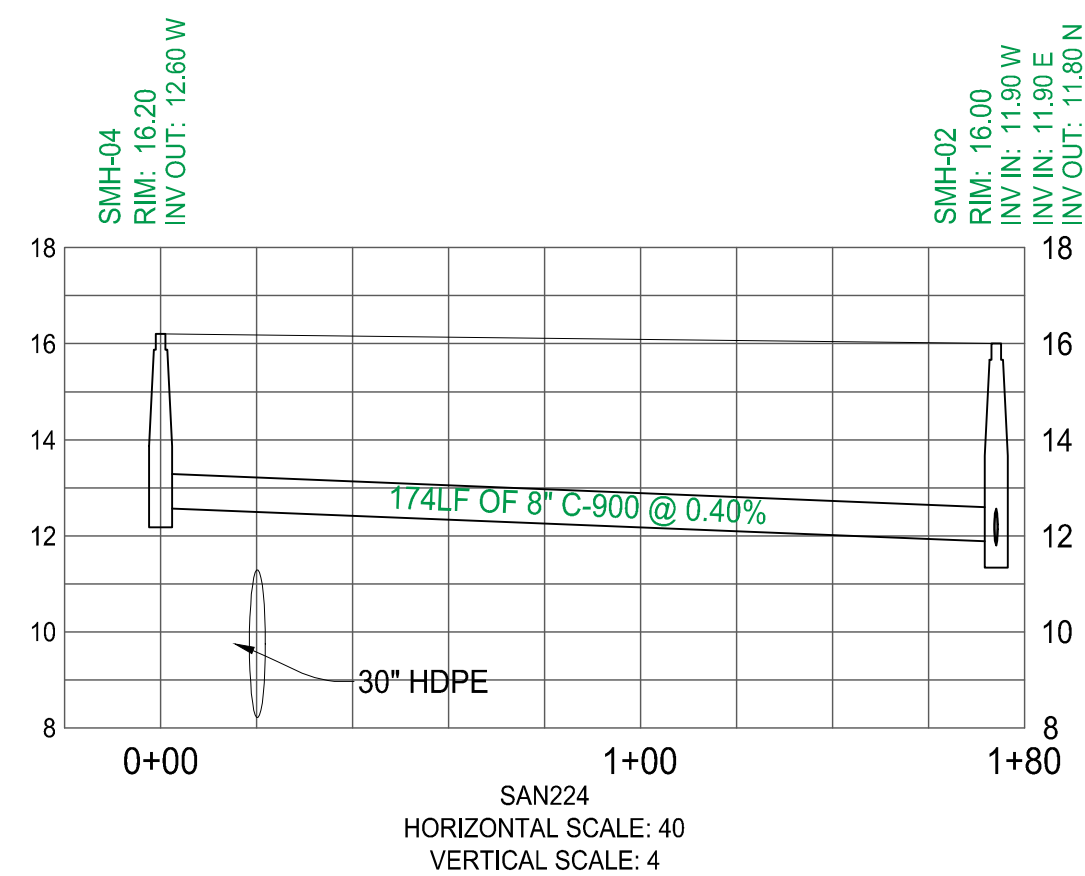
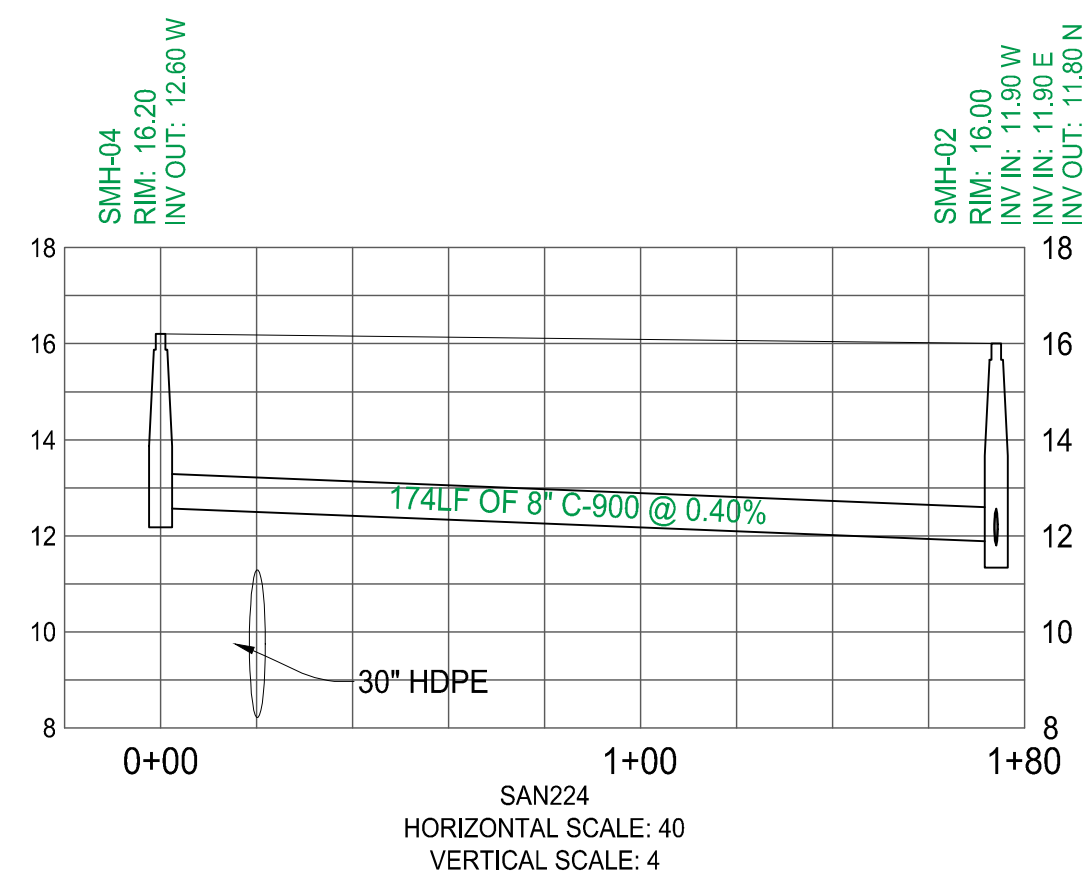
SHEET TITLE:

UTILITY PLAN

SHEET NUMBER:

C-07

ELEVATIONS BASED ON NAVD '88

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PLANS**

FOR

**VILLAGE COLLECTION
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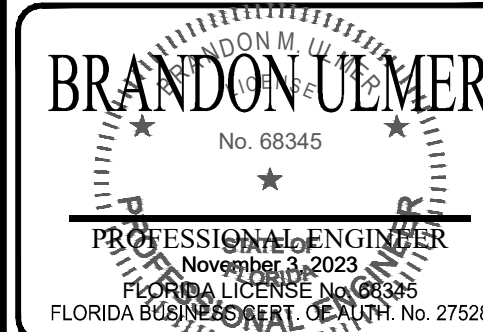
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SHEET TITLE:

UTILITY PROFILES

SHEET NUMBER:

C-08

ELEVATIONS BASED ON NAVD '88

FLUSHING, TESTING, AND DISINFECTION	
FLUSHING	
A. UPON COMPLETION OF THE PIPE INSTALLATION FOR ANY SERVICE, THE MAINS SHALL BE CANNON FLUSHED TO REMOVE DIRT AND ANY OTHER FOREIGN MATTER BY ACHIEVING A MINIMUM VELOCITY OF 5 FEET PER SECOND ON PIPE SIZES UP TO AND INCLUDING 12-INCHES AND 2.5 FEET PER SECOND ON PIPE GREATER THAN 12-INCHES. THE DURATION OF THE FLUSHING SHALL BE SUFFICIENT TO PROVIDE A MINIMUM FLUSH VOLUME EQUAL TO THREE TIMES THE INTERNAL VOLUME OF THE PIPELINE BEING FLUSHED. TEMPORARY FITTINGS, PIPE, ETC. MAY BE USED TO FACILITATE CANNON FLUSHING.	
B. PRIOR TO THE ACTUAL LINE FLUSHING OPERATION, THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF THE INTENDED WATER USE. NO FLUSHING SHALL TAKE PLACE WITHOUT A VILLAGE REPRESENTATIVE PRESENT.	
C. FLUSHING WILL NOT BE SCHEDULED UNTIL THE VILLAGE HAS APPROVED PRELIMINARY RECORD DRAWINGS, UNLESS IT IS REQUIRED TO FACILITATE CONSTRUCTION OF WATER MAINS.	
D. THE CONTRACTOR SHALL EXERCISE DUE CARE SO AS TO ENSURE THAT THE WATER USED IN FLUSHING DOES NOT CAUSE A NUISANCE OR INFLECT PROPERTY DAMAGE.	
E. POLY-PIPING (2X) IS REQUIRED FOR ALL WATER MAINS OR FORCE MAINS WHEN REQUESTED BY VILLAGE.	
F. NO EXISTING VALVE SHALL BE OPERATED EXCEPT BY VILLAGE PERSONNEL.	
HYDROSTATIC TESTING	
WATER MAINS AND FORCE MAINS SHALL BE TESTED IN ACCORDANCE WITH ANSI/AWWA STANDARD C600 LATEST REVISION.	
A. HYDROSTATIC TESTS:	
1. AFTER A NEW WATER MAIN OR FORCE MAIN HAS BEEN LAID AND BACKFILLED, IT SHALL BE PUMPED TO A PRESSURE OF 150 PSI AND ALL VISIBLE LEAKS STOPPED BY APPROVED METHODS. DURING THE TEST THE PRESSURE CANNOT DROP MORE THAN 2.5 PSI BELOW THE STARTING PRESSURE POINT.	
2. A LEAKAGE TEST SHALL THEN BE CONDUCTED AT THE ABOVE MENTIONED PRESSURE AND NO INSTALLATION WILL BE ACCEPTABLE BY THE VILLAGE UNTIL THE LEAKAGE IS LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:	
$L = (S \times D \times P) / 148,000$	
WHERE L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S IS THE LENGTH OF LINE IN FEET BEING TESTED; D IS THE NOMINAL DIAMETER OF THE PIPE IN INCHES; AND P IS THE AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST IN POUNDS PER SQUARE INCH. THE TEST IS USUALLY MAINTAINED FOR TWO HOURS BUT IT MAY BE CONTINUED FOR ONE ADDITIONAL HOUR IF IT BECOMES APPARENT THAT THE LEAKAGE IS EQUAL TO OR GREATER THAN THE AMOUNT ALLOWABLE. WATER SUPPLIED TO THE MAIN DURING THE TEST TO MAINTAIN THE REQUIRED PRESSURE SHALL BE MEASURED BY A 5/8-INCH METER INSTALLED ON THE DISCHARGE SIDE OF THE TEST PUMP, OR BY PUMPING FROM A CALIBRATED CONTAINER.	
3. EACH SECTION OF MAIN BEING TESTED SHALL BE LIMITED TO A MAXIMUM LENGTH OF 1000-Feet. ANY QUESTIONS PERTAINING TO PROCEDURES USED DURING THE TEST SHALL BE DIRECTED TO THE VILLAGE.	
4. NO ALLOWABLE LEAKAGE SHALL BE PERMITTED FOR FIRE HYDRANTS.	
B. BACTERIOLOGICAL TESTS (CONTRACTOR PAYS TESTING LABORATORY):	
1. AFTER THE WATER MAINS HAVE SATISFIED THE LEAKAGE TESTING REQUIREMENTS THEY SHALL BE FLUSHED THROUGH OPENINGS OF THE REQUIRED SIZE AS DETAILED IN ANSI/AWWA STANDARD C601 LATEST REVISION. THE MAIN SHALL THEN BE DISINFECTED IN ACCORDANCE WITH THE PROVISIONS OF THE SECTIONS OF THE ABOVE NAMED AWWA STANDARD. ON MAIN BREAKS, CUT-INS, ETC. A LUBRICANT APPLIED TO SOFTEN HYPOCHLORITE SHALL BE MADE; 50 PPM CHLORINE DURING A 24 HOUR STANDARD.	
2. MAINS SHALL NOT BE PUT INTO DOMESTIC SERVICE UNTIL THE NECESSARY BACTERIOLOGICAL SAMPLES HAVE BEEN APPROVED BY THE APPLICABLE REGULATORY AGENCIES.	
WATER SERVICE LINES	
A. HYDROSTATIC TESTING	
1. HYDROSTATIC TESTING OF WATER SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE TESTING OF THE LATERAL OR MAIN LINE. NO ADDITIONAL LEAKAGE	

VILLAGE OF PALM SPRINGS	
VILLAGE UTILITY STANDARDS UPDATED MAY 2019	
SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION	
DISINFECTION	
A. GENERAL	
1. THE CONTRACTOR SHALL PERFORM LOW-PRESSURE AIR TESTING, INFILTRATION TESTING, TELEVISION INSPECTION, AND ALIGNMENT AND DEFLECTION TESTING IN THE PRESENCE OF REPRESENTATIVES FROM THE VILLAGE AND DEVELOPERS' ENGINEERS (REQUIRED).	
B. TESTING SHALL NOT PROCEED UNTIL FACILITIES HAVE BEEN BACKFILLED AND THE LAYING OF ROADWAY BASE IS COMPLETE.	
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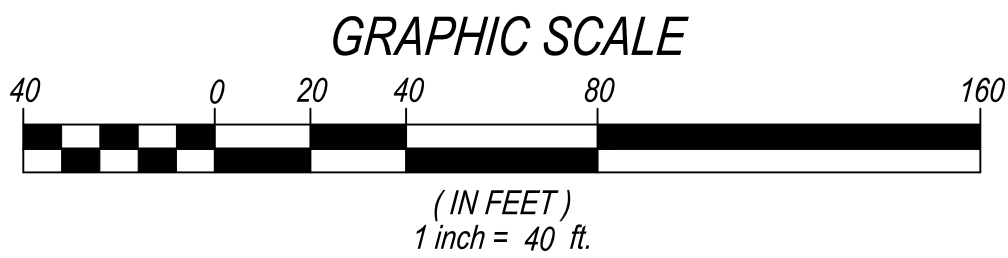
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15	00	ISSUE: 3 - Designer DRN: 3 - Designer CHK: 4 - Checked by APP'D: 5 - Approved by	VERIFIED DATE: 05/20/2019 BY: BMS BMS IS RESPONSIBLE FOR ACCURACY OF ALL DIMENSIONS
			STAINLESS STEEL U-BOLT 2\"/>
			ALUMINUM ANGLE 2\"/>
NOTES: 1. UTILIZE 1/8\"/>			1/4\"/>
CONCRETE VALVE BOX PAD			DETAIL SCALE: NTS BACKFLOW PREVENTER ASSEMBLY (SEE NOTE 1)
WM06			

HORIZONTAL NOTE:

1. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE SHOWN.
GRID DISTANCE = GROUND DISTANCE X SCALE FACTOR
SCALE FACTOR: = 1.000044179219
2. COORDINATES SHOWN HEREON ARE GRID COORDINATES, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, GEODETIC CONTROL AS ESTABLISHED AND ADOPTED BY THE PALM BEACH COUNTY SURVEY SECTION.
3. THE ABOVE INFORMATION ALONG WITH COORDINATES WERE TAKEN FROM THE RECORDED PLAT OF TENTH AVENUE PLAT' PLAT BOOK 126, PAGE(S) 82 AND 83, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



ACERAGE:

- SUBJECT PROPERTY AS PER RECORDED PLAT -
TRACT 1: 201,572.79 SQUARE FEET AND/OR 4.63 ACRES
TRACT 2: 78,654.48 SQUARE FEET AND/OR 1.81 ACRES
TRACT 3: 56,721.60 SQUARE FEET AND/OR 1.30 ACRES

ABBREVIATIONS:

- P.R.M. = PERMANENT REFERENCE MONUMENT
L.B. = LICENSED BUSINESS OR = OFFICIAL RECORDS
P.B. = PLAT BOOK
PG. = PAGE
PGS. = PAGES
- LB = LICENSED BUSINESS
N = NORTH
S = SOUTH
E = EAST
W = WEST
R/W = RIGHT OF WAY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 47, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CW

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

BOUNDARY SURVEY

TRACTS 1, 2 AND 3 - TENTH AVENUE REPLAT
VILLAGE OF PALM SPRINGS, FLORIDA
SECTION 20 - TOWNSHIP 44 SOUTH - RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

TRACTS 1, 2 AND 3, TENTH AVENUE REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGE(S) 136 AND 137, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATIONS:

1. PALM BEACH COUNTY
2. TRIDENT TITLE, A DIVISION OF LANDCASTLE TITLE GROUP, LLC
3. COMMONWEALTH LAND TITLE INSURANCE COMPANY

SURVEYOR'S NOTES:

1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM ASBUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION.
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
4. THE BEARING BASE OF THIS BOUNDARY SURVEY IS ALONG THE CENTERLINE OF FLORIDA MANGO ROAD AND THE EAST LINE OF TRACT 23 AS SHOWN ON THE ATTACHED SURVEY MAP. (N01°28'51"E)
5. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THE EXPECTED USE FOR THIS SURVEY AND MAP IS FOR COMMERCIAL PURPOSES.
8. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, IN FEET.
9. NO IMPROVEMENTS (IF ANY) SHOWN ON THE SUBJECT PROPERTY OR LOT 2 OF TENTH AVENUE PLAT (EXISTING 'CHASE BANK'). THIS WAS PER CLIENTS REQUEST AND CONTRACTUAL AGREEMENT.

FLOOD ZONE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12099C0589F (VILLAGE OF PALM SPRINGS 120223), DATED OCTOBER 5, 2017.

TITLE REVIEW:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER PG582307257, COMMITMENT DATE: 7/10/2023 AT: 8:00 PM. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE COMMITMENT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

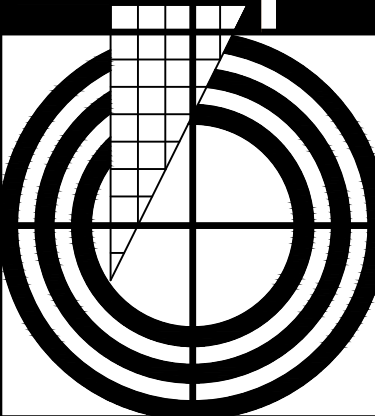
SCHEDULE B - SECTION II

1. - 6. STANDARD EXCEPTIONS, NOT ADDRESSED.
7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, RECORDED IN PLAT BOOK 5, PAGE 79. - AFFECTS THE SUBJECT AS TO PROPERTY AS TO PORTIONS OF PLATTED TRACTS AS SHOWN WITH NO PLOTTABLE EASEMENTS.
8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE PLAT, RECORDED IN PLAT BOOK 126, PAGE 82 AND 83, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.
9. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF TENTH AVENUE REPLAT, RECORDED IN PLAT BOOK 130, PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.
10. INTENTIONALLY DELETED.
11. GRANT OF UTILITY EASEMENT IN FAVOR OF VILLAGE OF PALM SPRINGS, FLORIDA, RECORDED OCTOBER 4, 1978 IN OFFICIAL RECORD BOOK 3149, PAGE 314. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.
12. RIGHT OF WAY FOR 10TH AVENUE NORTH AND FLORIDA-MANGO ROAD, AS NOW ESTABLISHED, LAID OUT AND IN USE. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP. NOTE: RIGHT OF WAYS SHOWN ARE PER INSTRUMENTS SHOWN ON PLAT BOOK 126, PAGES 82 AND 83; PLAT BOOK 130, PAGES 136 AND 137.
13. DEDICATION AGREEMENT AND EASEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA, RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1263, TOGETHER WITH BILL OF SALE RECORDED MAY 19, 1983 IN OFFICIAL RECORDS BOOK 3946, PAGE 1261. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.
14. RESERVATIONS IN FAVOR OF HEALTH CARE DISTRICT OF PALM BEACH COUNTY, OF AN UNDIVIDED THREE-FOURTHS INTEREST IN AND TO ALL PHOSPHATES, MINERALS AND METALS, TOGETHER WITH AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL PETROLEUM, IN, ON OR UNDER THE SURFACE OF THE INSURED LAND, AS CONTAINED IN THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 27925, PAGE 1152, CREATED PURSUANT TO SECTION 270.11, FLORIDA STATUTES: THE RIGHT OF ENTRY FOR MINING, DRILLING AND EXPLORATION HAS BEEN RELEASED PURSUANT TO SECTION 270.11(2)(B), FLORIDA STATUTES. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE, BLANKET IN NATURE.
15. INTENTIONALLY DELETED.
16. INTENTIONALLY DELETED.
17. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 3, 2018 IN OFFICIAL RECORDS BOOK 29756, PAGE 251. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.
18. NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT IN FAVOR OF THE VILLAGE OF PALM SPRINGS RECORDED APRIL 17, 2018 IN OFFICIAL RECORDS BOOK 29786, PAGE 1183. - AFFECTS THE SUBJECT PROPERTY AS SHOWN ON SURVEY MAP.
19. DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS BY AND BETWEEN 10TH AVENUE PARTNERSHIP, LTD., AND JPMORGAN CHASE BANK NATIONAL ASSOCIATION RECORDED AUGUST 6, 2018 IN OFFICIAL RECORDS BOOK 30039, PAGE 1371. DECLARATION INCLUDES PROVISIONS FOR AN EASEMENT ON THE LAND AND A PRIVATE CHARGE OR ASSESSMENTS. - AFFECTS THE SUBJECT PROPERTY AND IS NOT PLOTTABLE.

DATE	REVISIONS

PREPARED FOR:
10th AVENUE PARTNERSHIP LTD
A FLORIDA LIMITED PARTNERSHIP

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING & MAPPING



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SCALE: 1" = 40'
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CHECKED BY: C.D.W.
JOB NUMBER: 23100

SHEET NUMBER

1 OF 1

TRAFFIC IMPACT ANALYSIS

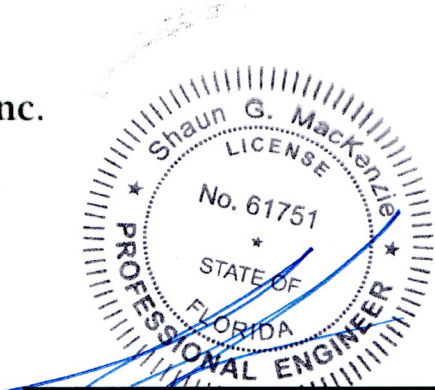
Village Collection of Palm Springs Palm Springs, FL

Prepared for:
10th Avenue Partnership LTD.
Palm Springs, Florida

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205002
September 2023
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CA 29013



Shaun G. MacKenzie P.E.
PE Number 61751

9/22/23

EXECUTIVE SUMMARY

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

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Exhibits 5-12. Intersection Development Worksheets – Critical Sum Analysis
Exhibit 13. HCS7 Intersection Analysis (DW 2 & Florida Mango Road)

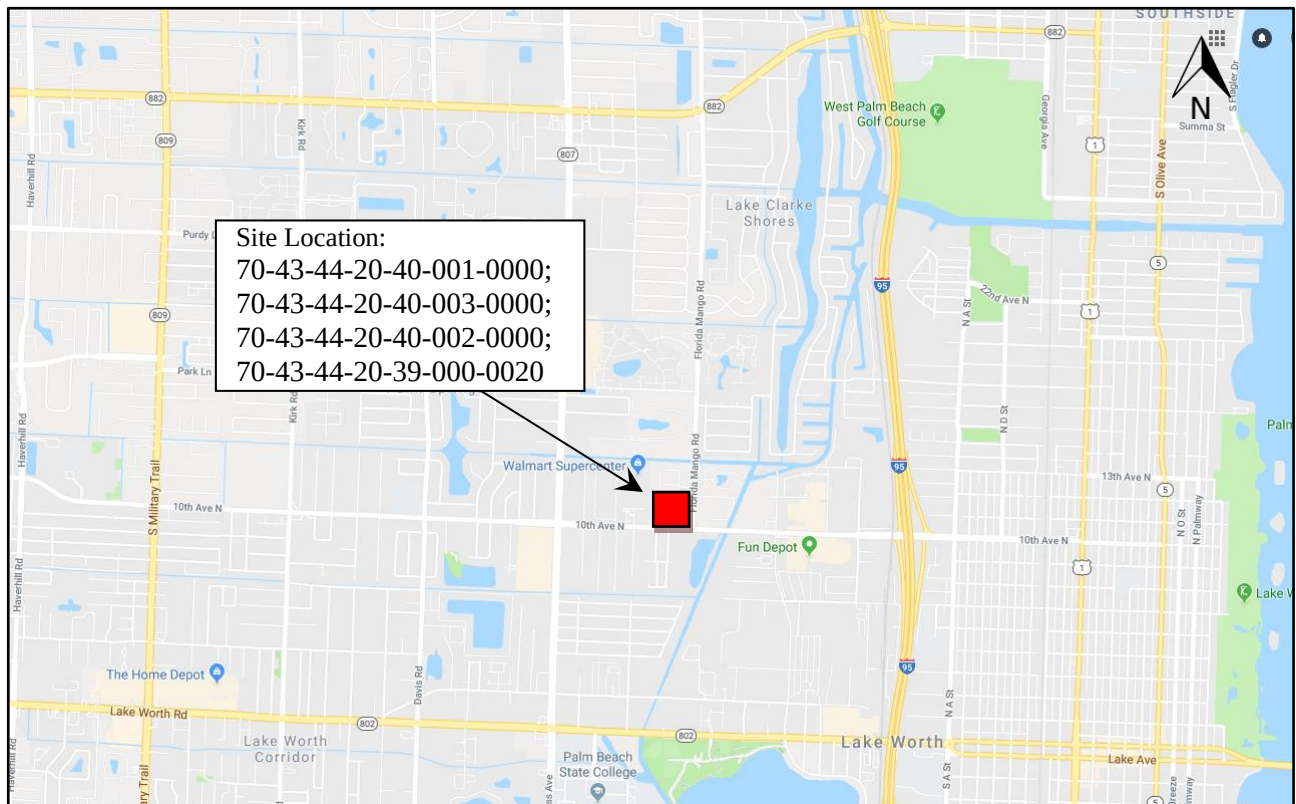
APPENDICES

Appendix A. Palm Beach Trip Generation Rates
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INTRODUCTION

MacKenzie Engineering and Planning, Inc. (MEP) was hired to conduct a traffic study to assess the effects on traffic caused by a proposed development located on the northwest corner of 10th Avenue and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). A buildout year of 2028 was analyzed for the proposed project. The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel. Figure 1 illustrates the site location.

Figure 1. Site Location



TRIP GENERATION

The study uses Palm Beach County trip generation rates and equations for General Office (ITE Land Use 710), Fast Food Restaurant with Drive-Through Window (ITE Land Use 934), Drive-In Bank (Land Use 912) and Hotel (ITE Land Use 310).

Existing Uses

The existing project includes the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 86,272 SF General Office (ITE Land Use 710)

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

Proposed Uses

The proposed project will develop the following uses:

- 4,081 SF Drive-In-Bank (ITE Land Use 912)
- 8,595 SF Fast Food Restaurant w/DT (ITE Land Use 934)
- 236 Rooms Hotel (ITE Land Use 310)

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

Net Change

The change of net new external trips:

- 2,689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4,641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

Trip Generation calculations are detailed in Exhibit 1A.

Internal Capture

The approved AM and PM peak hour internal capture is conservatively estimated at 2.3 and 4.8 percent, respectively. The proposed internal capture is estimated at 4.1 and 6.3 percent for AM and PM peak hour conditions, respectively.

This is a conservation rate given the potential interaction between the diverse uses on the site. Internal capture calculations are detailed in Exhibits 1B – 1E.

Pass-by Trip Capture

The proposed pass-by capture is in accordance with the Palm Beach County pass-by rates for the respective land uses, as shown in Table 2.

Table 1. Trip Generation

Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing Site Traffic									
Drive-In Bank General Office (10-250ksf)	4.081	1000 SF	410	41	24	17	86	43	43
	86.272	1000 SF	935	131	115	16	124	21	103
	Subtotal		1,345	172	139	33	210	64	146
PM/ AM DAILY									
<u>Internal Capture</u> Drive-In Bank General Office (10-250ksf)	4.9%	5.8%	24	2	1	1	5	4	1
	1.5%	4.0%	38	2	1	1	5	1	4
	Subtotal		62	4	2	2	10	5	5
<u>Pass-By Traffic</u>									
Drive-In Bank General Office (10-250ksf)	47.0%		181	18	11	7	38	18	20
	10.0%		90	13	11	2	12	2	10
	Subtotal		271	31	22	9	50	20	30
NET APPROVED TRIPS			1,012	137	115	22	150	39	111
Total Approved Driveway Volumes			1,283	168	137	31	200	59	141
Proposed Site Traffic									
Drive-In Bank Fast Food Restaurant w/ DT Hotel	4.081	1000 SF	410	41	24	17	86	43	43
	8.595	1000 SF	4,018	383	195	188	284	148	136
	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
PM/ AM DAILY									
<u>Internal Capture</u> Drive-In Bank Fast Food Restaurant w/ DT Hotel	4.9%	7.0%	29	2	1	1	6	3	3
	2.9%	4.9%	198	11	5	6	14	7	7
	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal			390	22	11	11	32	16	16
<u>Pass-By Traffic</u>									
Drive-In Bank Fast Food Restaurant w/ DT Hotel	47.0%		179	18	11	7	38	19	19
	49.0%		1,872	182	93	89	132	69	63
	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			3,701	301	159	142	294	88	143
Total Proposed Driveway Volumes			5,924	511	269	242	477	246	231
NET CHANGE IN EXTERNAL TRIPS			2,689	164	44	120	144	49	32
NET CHANGE IN DRIVEWAY VOLUMES			4,641	343	132	211	277	187	90

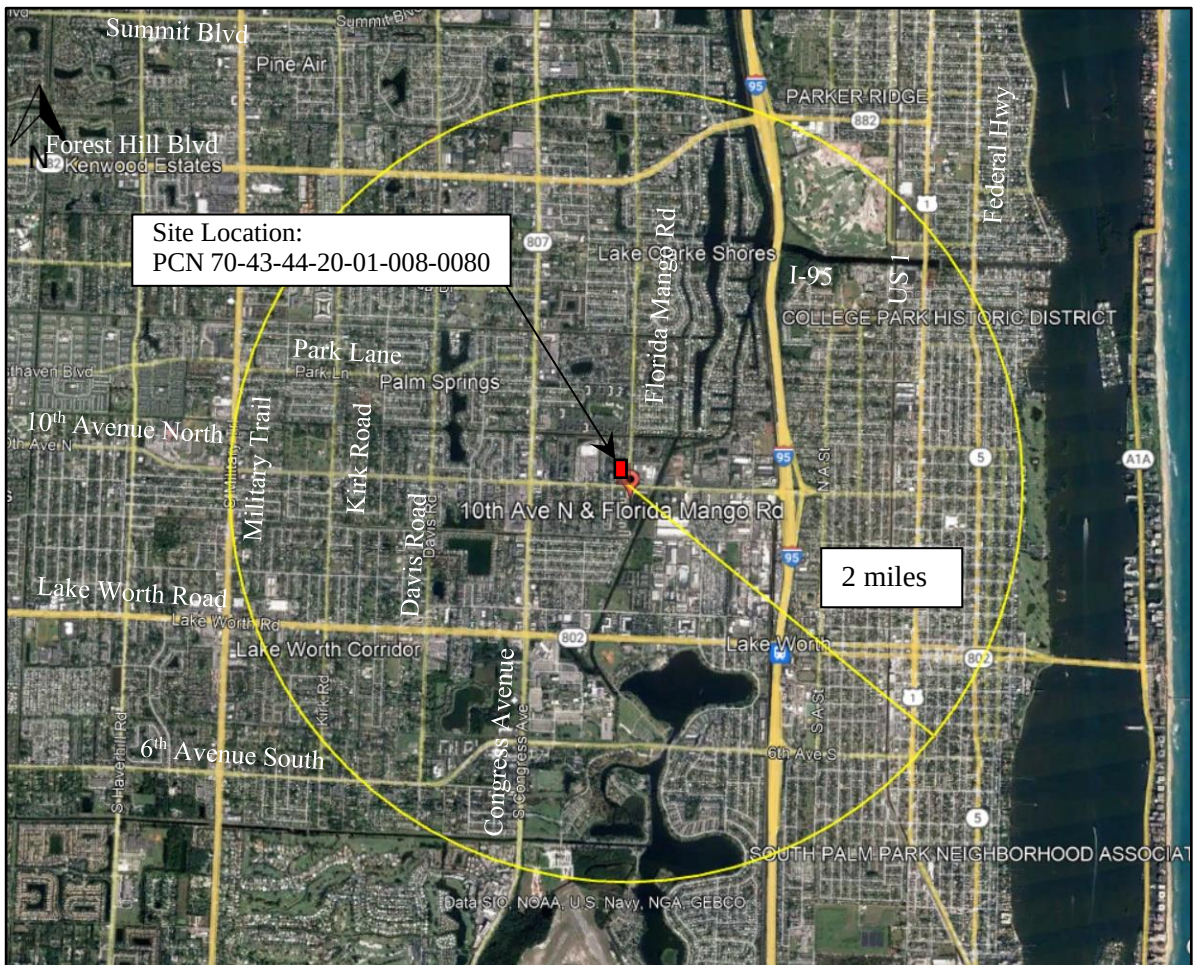
Table 2. Palm Beach County Trip Generation Rates

Note: Trip generation was calculated using the following data:								
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour		PM Peak Hour	
					in/out	Rate	in/out	Equation
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03

Radius of Impact

Based on Table 12.B.2.D-7 3A of Article 12 of the Palm Beach County Unified Land Development Code, for a peak hour trip generation of 164 AM peak hour and 144 PM peak hour trips, the radius of development influence shall be two miles for the AM and PM peak hours. Figure 2 displays the radius of development influence.

Figure 2. Radius of Development Influence



TRAFFIC DISTRIBUTION

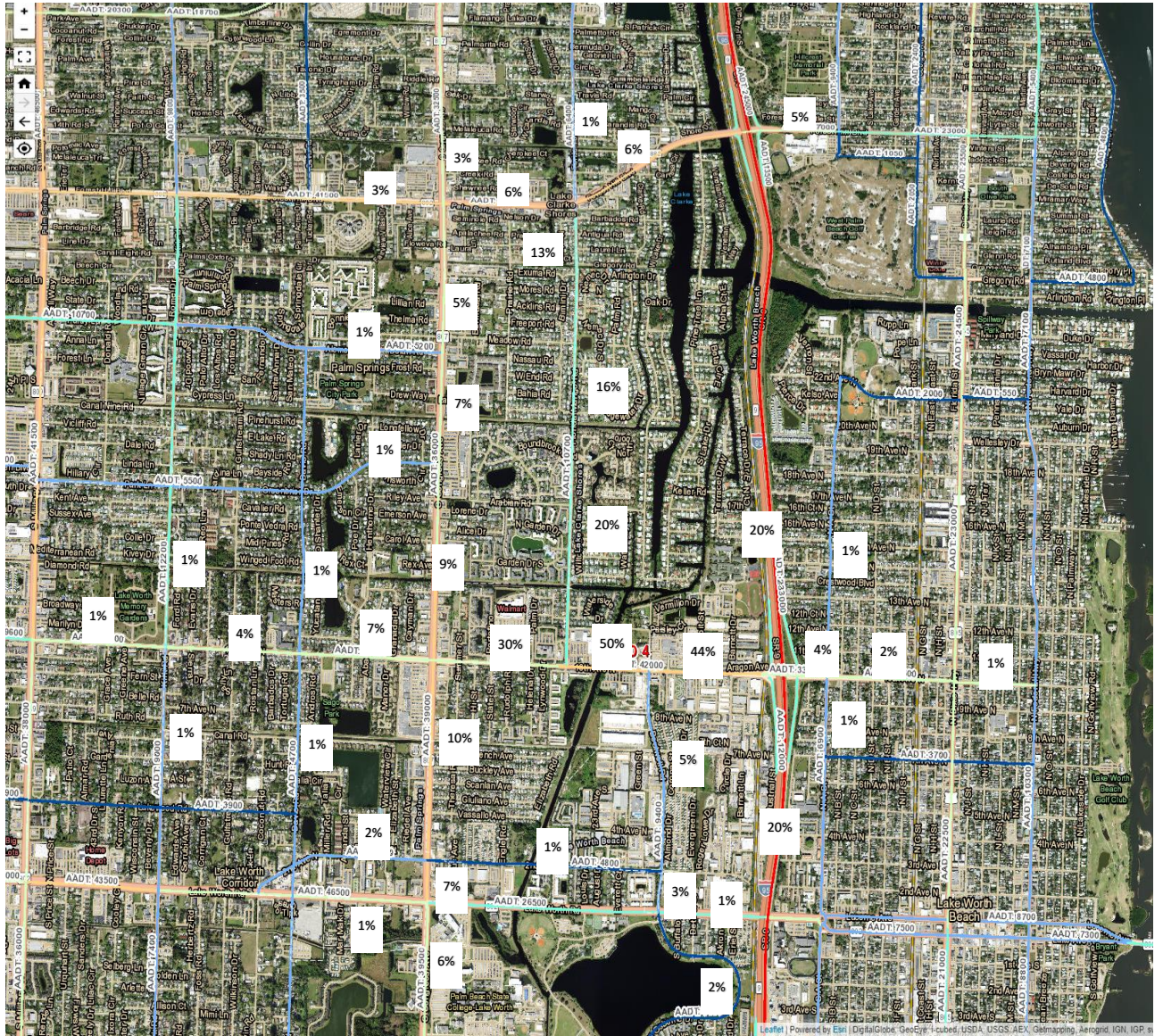
Traffic distribution and assignment was determined using engineering judgment, trip lengths, and a review of the roadway network in a process similar to the FSUTMS gravity model. The overall distribution is summarized by general directions and is depicted below:

NORTH	-	20 percent
EAST	-	50 percent
WEST	-	30 percent

TRAFFIC ASSIGNMENT

The distributed external trips for the project were assigned to the roadway network within the radius of influence based on the distribution. The traffic assignment is illustrated in Figure 3.

Figure 3. Traffic Assignment



Committed Projects

The Palm Beach County Traffic Division developed a database containing anticipated traffic volumes associated with committed development projects in the area. These volumes were obtained, and their impacts were added to the roadway links and intersections within the study area.

The TPS database contains committed roadway volumes for 10th Avenue North from I-95 to Congress Boulevard and Florida Mango Road from 10th Avenue North to Forest Hill Boulevard. The TPS database also contains committed intersection volumes for the intersections of 10th Avenue North and Florida Mango Road, 10th Avenue and Congress Boulevard and Florida Mango Rd and Forest Hill Boulevard.

Therefore, individual project information was generated based on the committed link, committed intersection and committed project information.

Historical Growth

According to the requirements of the TPS Article 12 Chapter C.1.C.4.b., the existing traffic volumes were adjusted using factors determined by a review of the historic traffic count data published by FDOT. The study uses a 0.5 percent growth rate as shown in Table 3.

Table 3. Growth Rate Calculation

Road	From	To	Sta ID	2018	2019	2020	2021	2022		Growth Rate
Congress Ave.	10th	Lake Worth Rd	930490	46,500	45,500		45,000	39,000		0.4%
10th Ave North	Congress Ave	I-95	930170	31,996	31,960	32,520	32,274	31,629		0.1%
Weighted Average										0.3%
Growth Rate Used										0.50%

ASSURED AND PROGRAMMED CONSTRUCTION

A review was conducted of the Five-Year Plans of Palm Beach County and FDOT, as well as those improvements committed by the developers of projects in the area. No improvements were identified.

TEST ONE - PART I (INTERSECTION ANALYSIS)

According to the County's TPS Section 2.A.1, Part I of Test One requires an analysis of the major intersection(s) nearest to each link that is directly assessed and significantly impacted by the proposed project.

Intersections on Project Accessed Links

The project directly accesses and significantly impacts 10th Avenue North from Congress Avenue to Project Site, from Project Site to Florida Mango Road, from Florida Mango Road to Boutwell Road and from Boutwell Road to I-95. Also, there is a significant impact on Florida Mango Road from Forest Hill Boulevard to Project Site and from Project Site to 10th Avenue North.

The intersections within the study area were evaluated in 2028 total (existing traffic plus background plus project) traffic conditions. This study analyzes the impacts to the following intersections for the AM and PM peak hours:

- 10th Avenue North and Congress Avenue – AM & PM peak hour
- 10th Avenue North and Florida Mango Rd – AM & PM peak hour
- Florida Mango Rd and Forest Hill Boulevard – AM & PM peak hour

The intersections were analyzed using the Critical Sum planning methodology as outlined in the 1985 Highway Capacity Manual (HCM).

10th Avenue North and Florida Mango Rd

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 5B and 6B.

10th Avenue North and Congress Avenue

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour for the AM peak hour as shown Table 4 and detailed in Exhibits 7B. For the PM peak hour, the following background improvement is necessary for the intersection to operate acceptedly (Table 4 and Exhibit 8B):

- Add a southbound left lane.

Florida Mango Rd and Forest Hill Boulevard

A critical sum analysis was performed for the 2028 buildout year with the AM and PM peak hour background and committed traffic. The critical movement analysis at the intersection meets the minimum standard of 1,400 vehicles per hour as shown Table 4 and detailed in Exhibits 9B and 10B.

Table 4. Critical Sum Analysis

<u>Intersection</u>	<u>Background</u>	<u>Background with Improvements (Pre-Development)</u>	<u>Total (with Bckgrnd Improve)</u>
<u>AM Peak Hour</u>			
10th Avenue North and Florida Mango Road	-	-	903
10th Avenue North and Congress Boulevard	-	-	1,266
Forest Hill Boulevard and Florida Mango Road	-	-	1,325
<u>PM Peak Hour</u>			
10th Avenue North and Florida Mango Road	-	-	1,282
10th Avenue North and Congress Boulevard	1,441	1,373	1,376
Forest Hill Boulevard and Florida Mango Road	-	-	1,387

Total Traffic Analysis with Improvements

Project site traffic was added to the background traffic with the PM Peak Hour Background Needed Improvements for the 10th Avenue & Congress Boulevard intersection. The critical sum analysis shows that the intersections are projected to operate acceptably with background improvements.

Test One – Part I is satisfied.

TEST ONE - PART II (LINK EVALUATION)

According to the County's TPS, Part II of Test One requires a one-way peak hour link performance standard evaluation for each significant link considering its total one-way peak hour traffic volume and the roadway laneage to be in place by the end of the project buildout in 2028. Significant links are road segments impacted by project traffic that equals or exceeds one percent of a roadway's service volume.

Total Peak Hour

The project related traffic and total traffic for the AM and PM peak hours for one-way peak hour conditions are shown in Exhibits 2A and 3A, respectively. Based on the County's TPS, the following links are considered significantly impacted (project traffic consumes more than one percent of the roadway's service volume) by the project during the AM and PM peak hour.

AM Peak Hour

Florida Mango Road

- Northbound/Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Congress to Project Site
- Westbound – Project Site to Florida Mango Road
- Eastbound/Westbound – Florida Mango to Boutwell Road
- Eastbound/Westbound – Boutwell Road and I-95

PM Peak Hour

Florida Mango Road

- Southbound – Forest Hill Boulevard to Project Site
- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Westbound – Project Site to Florida Mango Road
- Westbound – Florida Mango to Boutwell Road
- Westbound – Boutwell Road and I-95

For the segments that are significant a link volume analysis was undertaken to check if the standards for Test 1 are satisfied. Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Congress Avenue to Florida Mango Road,
- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,
- A 6-laning improvement on 10th Avenue from Boutwell Road to I-95.

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably.

Test One – Part II is satisfied.

TEST TWO – PART I (LINK EVALUATION)

Based on the requirements of Palm Beach County's TPS, an analysis was undertaken for all the roadway links included in the Palm Beach County Thoroughfare Map within the maximum radius of development influence to determine the Test Two significantly impacted links. Per Palm Beach County standards, all the roadway links on which the project traffic impact is greater than 3% of the LOS-E service volume are considered significantly impacted by the project traffic.

Total Peak Hour

A Test Two one-way peak hour link performance standard evaluation was undertaken for all thoroughfare links within the project study area. The analysis was performed considering the peak hour background traffic volume and the peak hour project traffic volume to be in place in 2028. Based on the analysis, the following segments are significantly impacted as shown in Exhibit 4A.

AM Peak Hour

Florida Mango Road

- Southbound – Project Site to 10th Avenue North

10th Avenue North

- Eastbound – Florida Mango to Boutwell Road

Traffic volumes were obtained from Palm Beach County and FDOT. Where necessary the counts were adjusted to using peak season correction factors. The study projected 2022 and 2023 traffic volumes by growing the existing counts to 2028 and adding committed traffic to the result.

The results of the background link analysis suggest that the following modifications are necessary to allow the surrounding roadway network to operate acceptably:

- A 6-laning improvement on 10th Avenue from Florida Mango Road to Boutwell Road,

The future total traffic was evaluated with the background improvements considered in place. Based on the analysis, all roadway segments are projected to operate acceptably as shown in Exhibit 4B.

Test Two – Part I is satisfied.

ACCESS

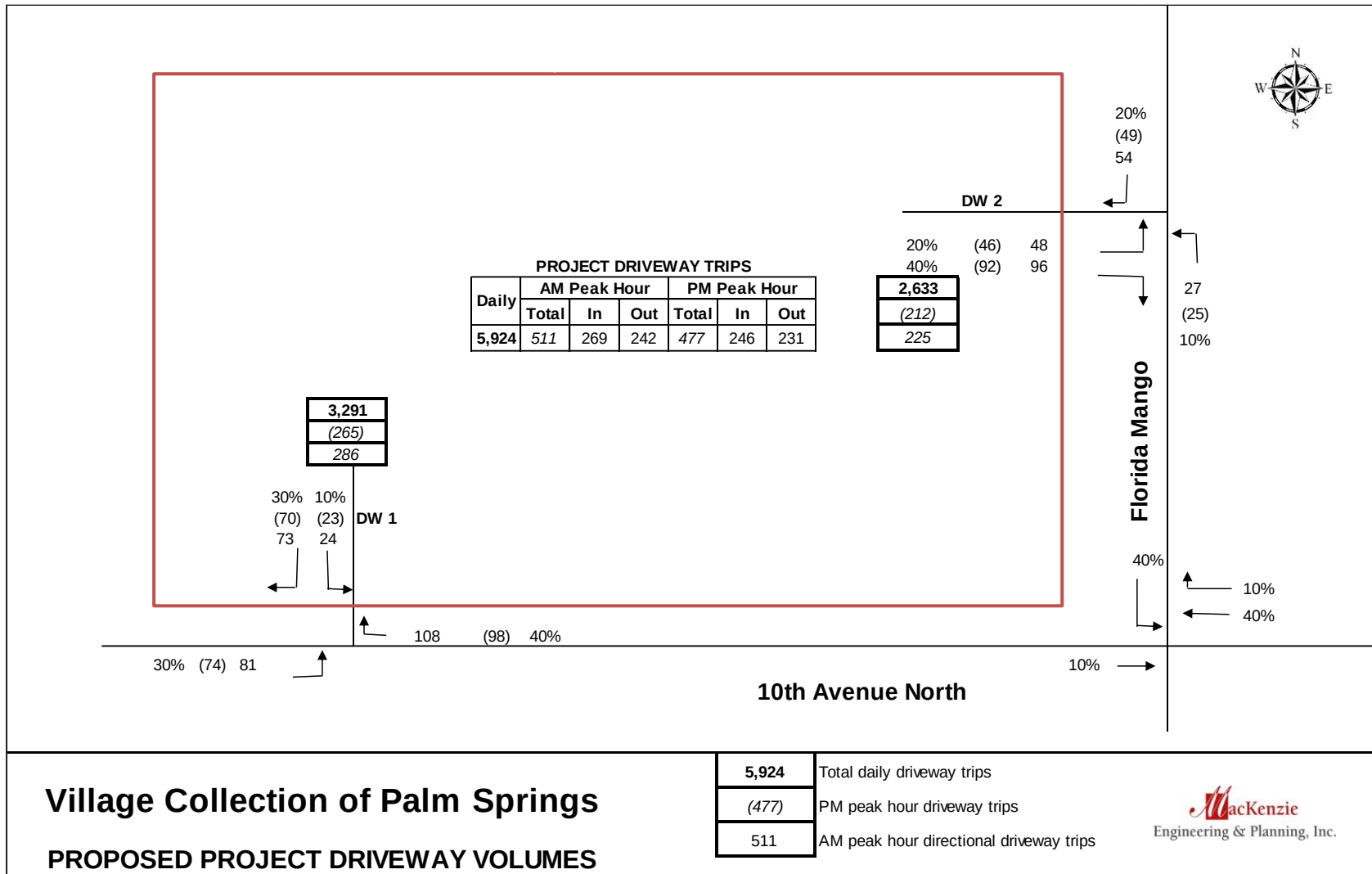
Driveways

The project site has the following existing driveways:

- 10th Avenue North – Driveway 1 – Full Opening
- Florida Mango Road – Driveway 2 – Full Opening

Figure 4 presents the anticipated driveway volumes.

Figure 4. Driveway Volumes



Turn Lanes

Driveway 1 – 10th Avenue North

Ingress Right Turn Lane

A right-turn lane at this location is required because the projected right-turn volume of 108 vehicles does satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

- a) The adjacent street roadway AADT exceeds 10,000 (29,500); and (Met)
- b) Driveway volume exceeds 1,000 vehicles per day (3,291); and (Met)
- c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (108). (Met)

Ingress Left Turn Lane

A left-turn lane at this location is required because the projected left-turn volume of 81 vehicles does satisfy criteria identified within 300 Driveways and Other Turnouts Section 6A.

PBC Code 300 Driveways and Other Turnouts Section 6A. Requirements for a left-turn lane:

- a) Left turn ingress volumes exceed 30 vehicles per hour per peak hour (81). (Met)

Based on Palm Beach County Code, a left-turn lane into the site is required or needed.

A left-turn lane into the entrance exists.

Driveway 2 – Florida Mango Road

Ingress Right Turn Lane

A right-turn lane at this location is not required because the projected right-turn volume of 54 vehicles does not satisfy criteria identified within PBC Code 300 Driveways and Other Turnouts Section 6B.

PBC Code 300 Driveways and Other Turnouts Section 6B. Requirements for a right-turn lane:

- a) The adjacent street roadway AADT exceeds 10,000 (10,700); and (Met)
- b) Driveway volume exceeds 1,000 vehicles per day (2,633); and (Met)
- c) Right turn ingress volumes exceed 75 vehicles per hour per peak hour (54). (Not met)

Ingress Left Turn Lane

A left-turn lane into the entrance exists.

MEP evaluated the Florida Mango Road & Driveway 2 intersection. With project traffic, the intersection is projected to be under capacity with all movements operating under capacity (v/c ratio less than 1.0). The intersection is projected to operate acceptably.

CONCLUSION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from the proposed development. The project is located on the northwest corner of 10th Avenue North and Florida Mango Road in Palm Springs, Florida (70-43-44-20-40-001-0000; 70-43-44-20-40-003-0000; 70-43-44-20-40-002-0000; 70-43-44-20-39-000-0020). The existing use includes a 4,081 SF drive-in bank, 86,272 SF of office use. The project proposes to construct a 4,081 SF drive-in bank, 8,595 SF of fast food restaurant with drive-through and 236 rooms of hotel.

The existing project is expected to generate the following net new external trips:

- 1,012 daily, 137 AM peak hour (115 in/22 out), and 150 PM peak hour (39 in/111 out) trips.

The existing project is expected to generate the following driveway trips:

- 1,283 daily, 168 AM peak hour (137 in/31 out), and 200 PM peak hour (59 in/141 out) trips.

The proposed project is expected to generate the following net new external trips:

- 3,701 daily, 301 AM peak hour (159 in/142 out), and 294 PM peak hour (88 in/143 out) trips.

The proposed project is expected to generate the following driveway trips:

- 5,924 daily, 511 AM peak hour (697 in/242 out), and 477 PM peak hour (246 in/231 out) trips.

The change of net new external trips:

- 2689 daily, 164 AM peak hour (44 in/120 out), and 144 PM peak hour (49 in/32 out) trips.

The change of driveway trips:

- 4641 daily, 343 AM peak hour (132 in/211 out), and 277 PM peak hour (187 in/90 out) trips.

The trip distribution is projected to be

NORTH	-	20 percent	EAST	-	50 percent
SOUTH	-	0 percent	WEST	-	30 percent

The project satisfies the Palm Beach County Traffic Performance Test I Standards (Test One – Part I, Test One – Part II, and Test 2).

EXHIBITS

EXHIBIT 1A									
Village Collection of Palm Springs									
Trip Generation									
Land Use	Intensity		Daily Trips	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
General Office (10-250ksf)	86.272	1000 SF	935	131	115	16	124	21	103
Subtotal			1,345	172	139	33	210	64	146
Internal Capture									
Drive-In Bank	AM 4.9%	PM/ DAILY 5.8%	24	2	1	1	5	4	1
General Office (10-250ksf)	1.5%	4.0%	38	2	1	1	5	1	4
Subtotal	2.3%	4.8%	62	4	2	2	10	5	5
Pass-By Traffic									
Drive-In Bank	47.0%		181	18	11	7	38	18	20
General Office (10-250ksf)	10.0%		90	13	11	2	12	2	10
Subtotal			271	31	22	9	50	20	30
NET APPROVED TRIPS			1,012	137	115	22	150	39	111
Total Approved Driveway Volumes			1,283	168	137	31	200	59	141
Proposed Site Traffic									
Drive-In Bank	4.081	1000 SF	410	41	24	17	86	43	43
Fast Food Restaurant w/ DT	8.595	1000 SF	4,018	383	195	188	284	148	136
Hotel	236	Rooms	1,886	109	61	48	139	71	68
Subtotal			6,314	533	280	253	509	262	247
Internal Capture									
Drive-In Bank	AM 4.9%	PM/ DAILY 7.0%	29	2	1	1	6	3	3
Fast Food Restaurant w/ DT	2.9%	4.9%	198	11	5	6	14	7	7
Hotel	8.3%	8.6%	163	9	5	4	12	6	6
Subtotal	4.1%	6.3%	390	22	11	11	32	16	16
Pass-By Traffic									
Drive-In Bank	47.0%		179	18	11	7	38	19	19
Fast Food Restaurant w/ DT	49.0%		1,872	182	93	89	132	69	63
Hotel	10.0%		172	10	6	4	13	70	6
Subtotal			2,223	210	110	100	183	158	88
NET PROPOSED TRIPS			3,701	301	159	142	294	88	143
Total Proposed Driveway Volumes			5,924	511	269	242	477	246	231
NET CHANGE IN EXTERNAL TRIPS			2,689	164	44	120	144	49	32
NET CHANGE IN DRIVEWAY VOLUMES			4,641	343	132	211	277	187	90
Note: Trip generation was calculated using the following data:									
	ITE Code			Pass-by Rate	AM Peak Hour		PM Peak Hour		
Land Use		Unit	Daily Rate		in/out	Rate	in/out	Equation	
Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59	
Drive-In Bank	912	1000 SF	100.35	47%	58/42	9.95	50/50	21.01	
General Office (10-250ksf)	710	1000 SF	10.84	10%	88/12	1.52	17/83	1.44	
Fast Food Restaurant w/ DT	934	1000 SF	467.48	49%	51/49	44.61	52/48	33.03	

EXHIBIT 1B

Analysis Period: PM____, Midday____, AM X . Project Number: 205002 Task Number: _____
Analyst: MEP Project Name: Village Collection of Palm Springs
Date: 9/22/2023 Scenario: AM Peak Hour - Existing

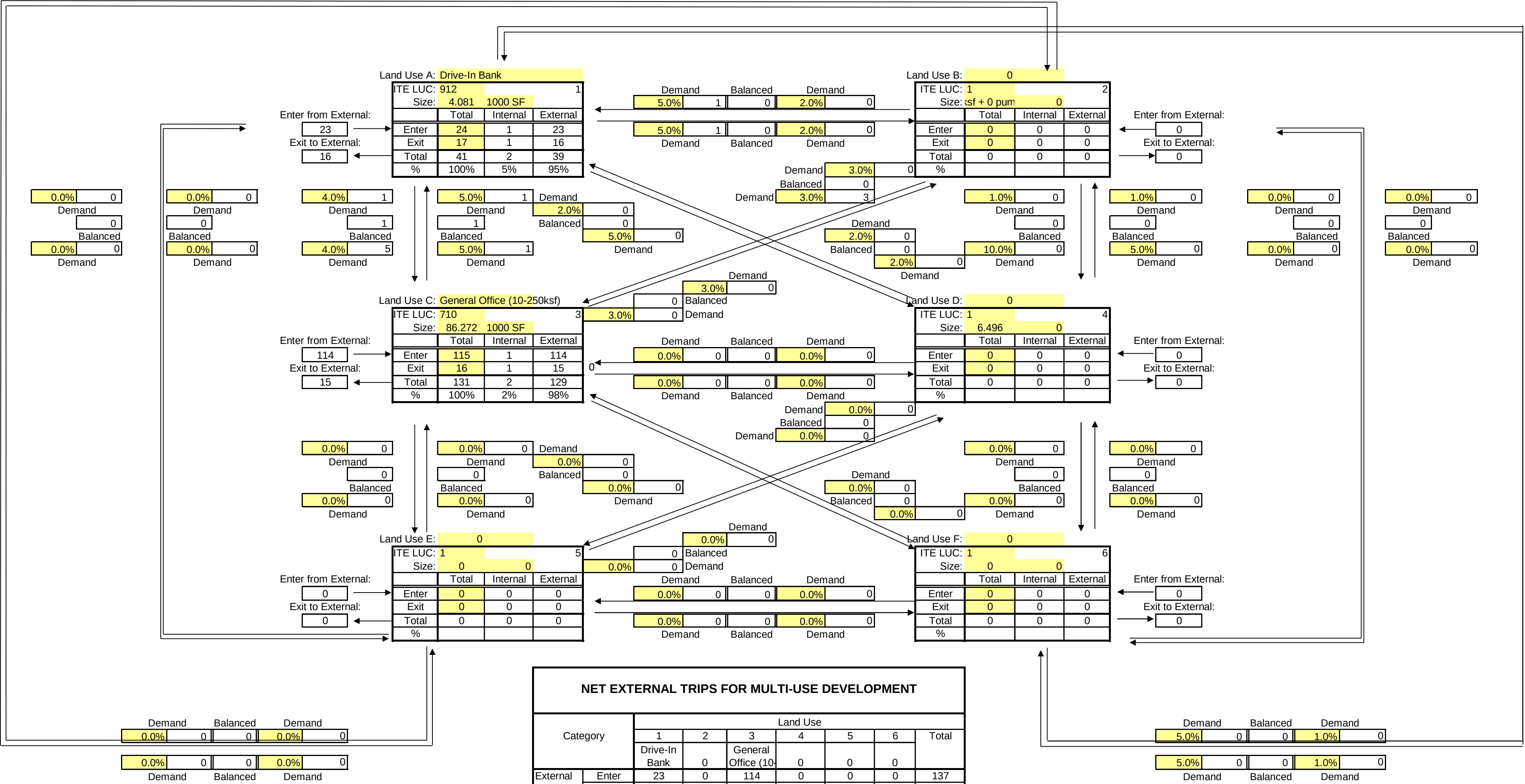


EXHIBIT 1C

Analysis Period: PM_X, AM.
Analyst: MEP
Date: 9/22/2023

Project Number: 205002
Project Name: Village Collection of Palm Springs
Scenario: PM Peak Hour -Existing

Task Number:

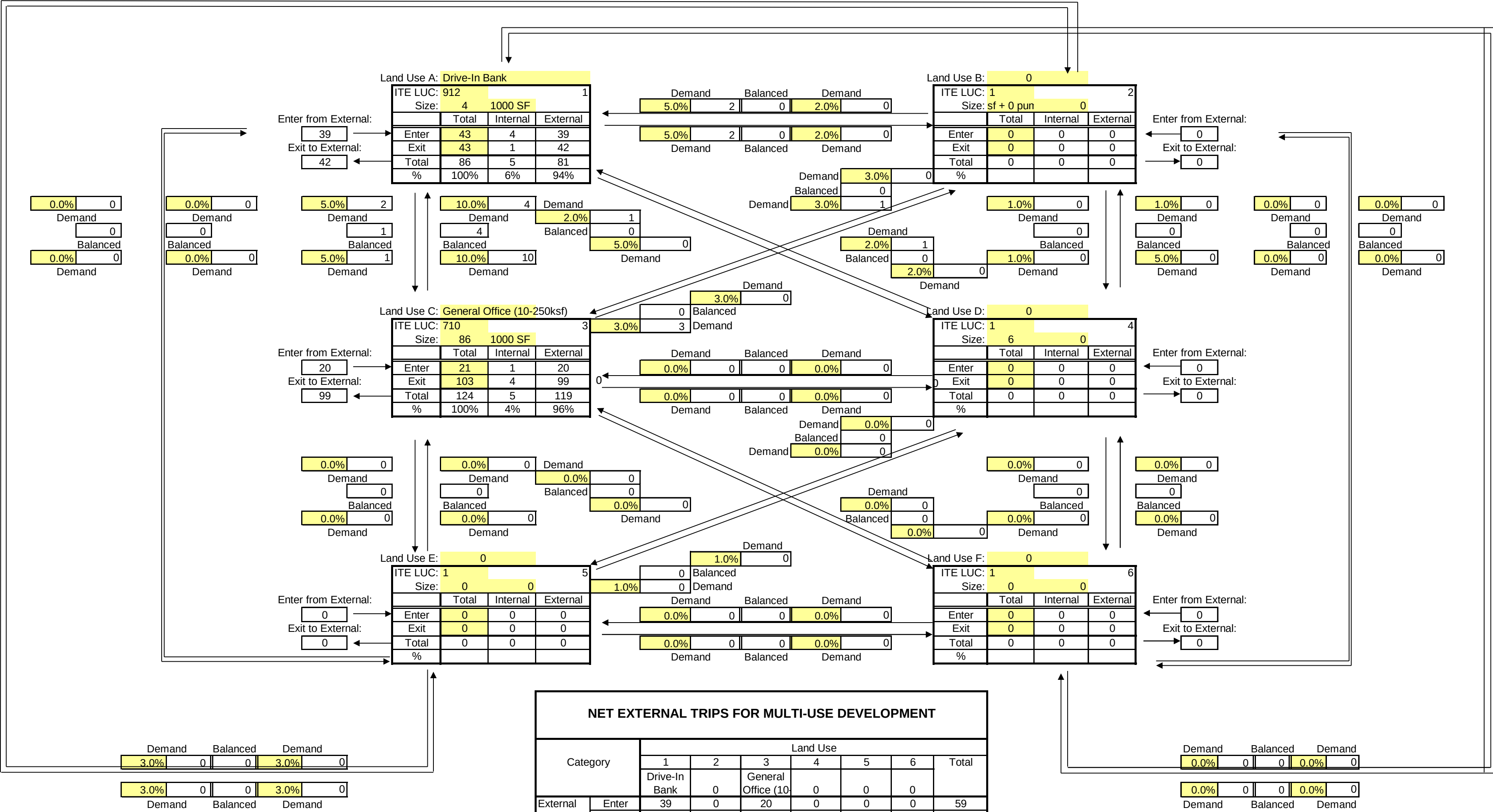


EXHIBIT 1D

Analysis Period: PM____, Midday____, AM X . Project Number: 205002 Task Number: _____
Analyst: MEP Project Name: Village Collection of Palm Springs
Date: 9/22/2023 Scenario: AM Peak Hour - Proposed

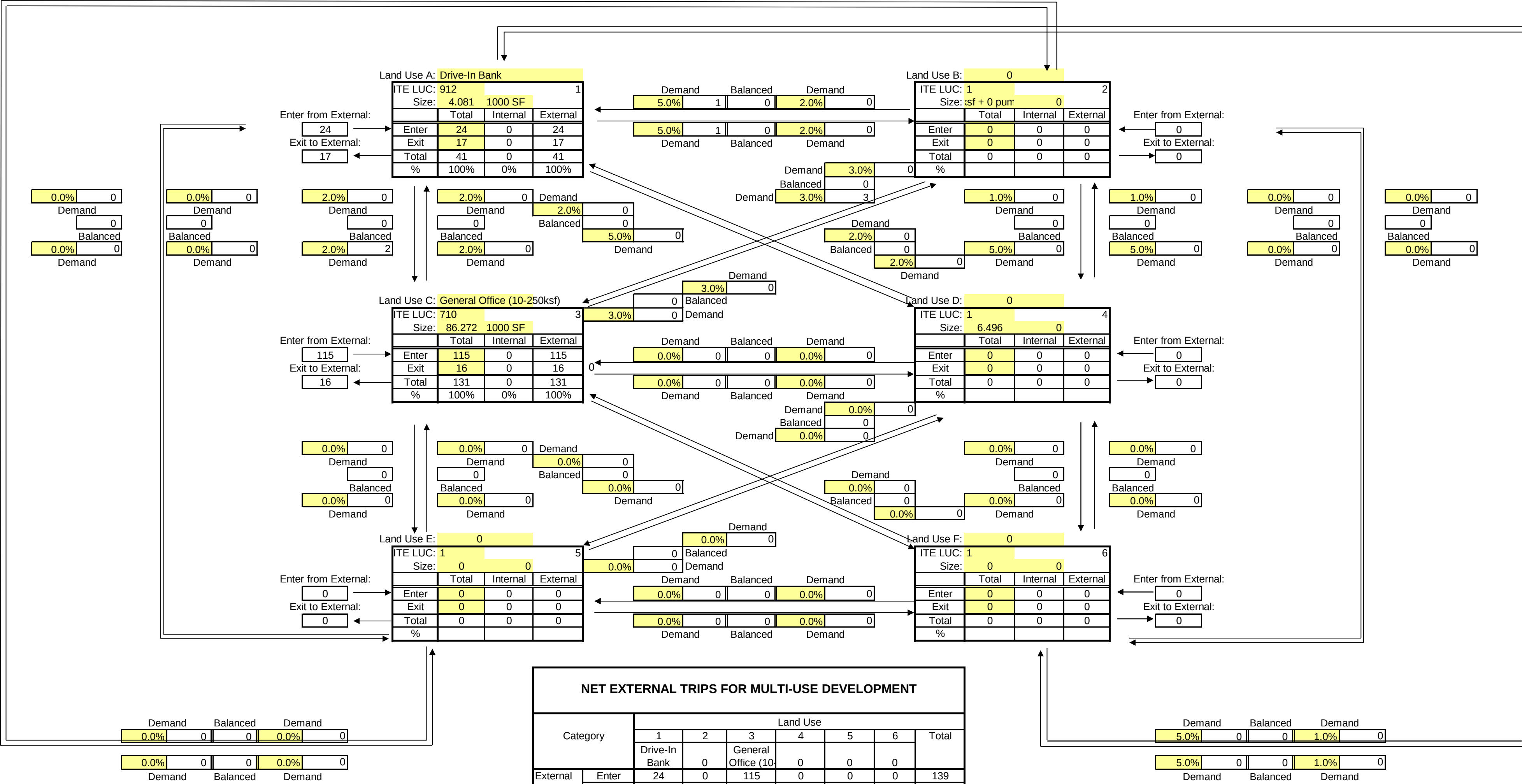


EXHIBIT 1E

Analysis Period: PM_X, AM.

Analyst: MEP

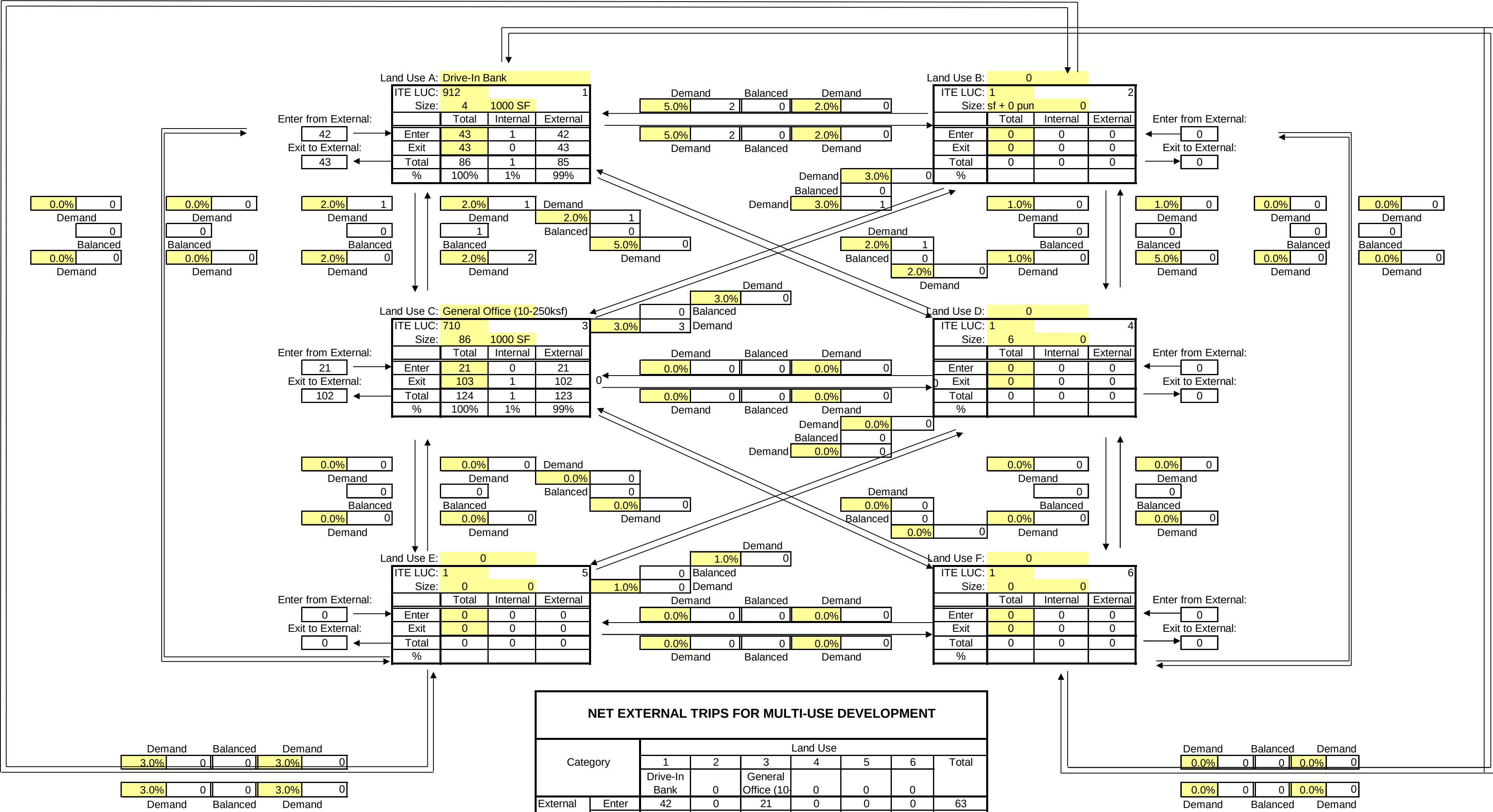
Date: 9/22/2023

Project Number: 205002

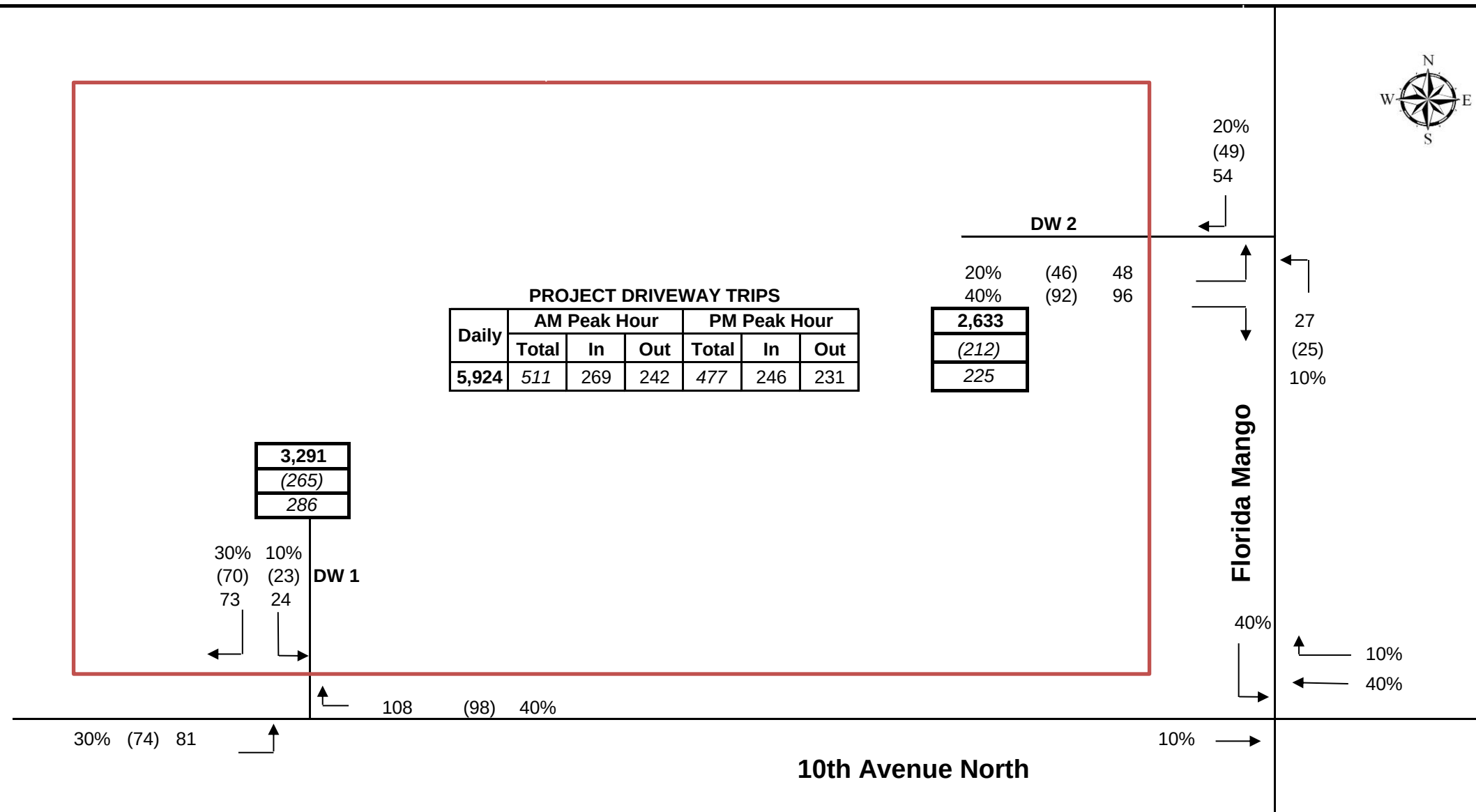
Project Name: Village Collection of Palm Springs

Scenario: PM Peak Hour -Proposed

Task Number:



FIGURE



Village Collection of Palm Springs
PROPOSED PROJECT DRIVEWAY VOLUMES

5,924	Total daily driveway trips
(477)	PM peak hour driveway trips
511	AM peak hour directional driveway trips

EXHIBIT 2A - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway		Class	Existing		Committed		Percent Project Assign	AM Peak Hour		AM Peak Hour		Significant		2022 AM		2023 PM			Growth Factor	Committed Traffic ⁽⁶⁾		Committed Traffic + 1% Growth Rate		Growth from Historic Growth Rate		2028 Background Peak Hour Volume		Meets Test 1 Standard ?		Backgrnd Needed Improv.	
From	To		Number Of Lanes	LOS 'D' Capacity	Number Of Lanes	LOS 'D' Capacity		Project Trips	Significance		Impact ?		NB/EB	SB/WB	PHPD Volume																
									NB/EB	SB/WB	NB/EB	SB/WB			NB/EB	SB/WB	NB/EB	SB/WB		Station											
Florida Mango Road																															
	Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0.1%	0.0%	no	no					3646	0.50%	49	42	63	65	7	11	345	516	Yes	Yes	
	Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	2.7%	1.0%	YES	YES			282	451	35820	0.50%	49	42									
	Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		0.5%		no				282		35820	0.50%	49	42									
	Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		5.5%		YES				451	35820	0.50%	49	42	65		11		516		Yes		
10th Avenue North																															
	Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	1	0.0%	0.1%	no	no					4603	0.50%											
	Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	8	0.2%	0.5%	no	no					4653	0.50%											
	Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	13	36	0.7%	2.0%	no	YES			1,303		35820	0.50%	135	155		221		33		1,524		Yes	
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	12		0.7%		no						35820		135	155									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		18		1.0%		YES				1,303	35820	0.50%	135	155				33		1,524		Yes	
	Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	60	22	3.4%	1.2%	YES	YES	1,689	1,329			930170	0.50%	182	173	286	255	51	40	1,975	1,584	No	Yes	6-Laning
	Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	53	19	3.0%	1.1%	YES	YES	1,689	1,329			930170	0.50%	231	198	335	280	51	40	2,024	1,609	No	Yes	6-Laning
	I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	5	2	0.3%	0.1%	no	no																	
Congress Avenue																															
	Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	11	4	0.4%	0.1%	no	no																	
	10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	4	12	0.1%	0.4%	no	no																	
Forest Hill Blvd																															
	Congress Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6.0%	3	7	0.1%	0.3%	no	no																	
	Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6.0%	7	3	0.3%	0.1%	no	no																	
Boutwell Road																															
	10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	6	2	0.7%	0.2%	no	no																	

EXHIBIT 2B - AM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - AM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway FromTo			Class	2028 Background Needed Lanes		Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
				Number Of Lanes	LOS 'D' Capacity			NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Forest Hill Blvd	Project Site	1	2L	880	24	9	345	516	369	525	Yes	Yes	
Project Site	10th Avenue North	1	2L	880		48		516		564		Yes	
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	13	36		1,524		1,560		Yes	
Project Site	Florida Mango Rd	2	6LD	2,680		18		1,524		1,542		Yes	
Florida Mango Road	Boutwell Rd	2	6LD	2,680	60	22	1,975	1,584	2,035	1,606	Yes	Yes	
Boutwell Rd	I-95	2	6LD	2,680	53	19	2,024	1,609	2,077	1,628	Yes	Yes	

EXHIBIT 3A - PM PEAK HOUR Village Collection of Palm Springs TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS																															
Roadway FromTo		Class	Existing		Committed		Percent	Project		Significance		Significant		2022 PM		2023 PM			Growth	Committed		Committed Traffic		Growth from Historic		2028 Background Peak Hour Volume		Meets Test 1		Backgrnd Needed Improv.	
			Number	LOS 'D'	Number	LOS 'D'																									Project
			Of Lanes	Capacity	Of Lanes	Capacity	Assign	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	Station		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		
Florida Mango Road	Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	0	0	0.0%	0.0%	no	no					0.5%												
	Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	6	10	0.7%	1.1%	no	YES			498	35820	0.5%	44	50			84			582		Yes		
	Project Site	10th Avenue North	1	2L	880	2L	880	10%	5		0.6%		no				498	35820	0.5%	44	50										
	Project Site	10th Avenue North	1	2L	880	2L	880	40%		13		1.5%		YES			498	35820	0.5%	44	50			75		13		573	Yes	Yes	
10th Avenue North	Military Trail	Kirk Rd	2	5L	1,770	5L	1,770	1%	0	0	0.0%	0.0%	no	no					4603	0.5%											
	Kirk Rd	Congress Ave	2	5L	1,770	5L	1,770	7%	3	2	0.2%	0.1%	no	no					4653	0.5%											
	Congress Avenue	Project Site	2	5L	1,770	5L	1,770	30%	15	10	0.8%	0.56%	no	no					35820	0.5%	229	205									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	10%	3		0.2%		no						35820	0.5%	229	205									
	Project Site	Florida Mango Rd	2	5L	1,770	5L	1,770	40%		20		1.1%		YES			1,737	35820	0.5%	229	205										
	Florida Mango Road	Boutwell Rd	2	5L	1,770	5L	1,770	50%	16	25	0.9%	1.4%	no	YES	1,639	1,565			930170	0.5%	227	231					2,031		No	6-Laning	
	Boutwell Rd	I-95	2	5L	1,770	5L	1,770	44%	14	22	0.8%	1.2%	no	YES	1,639	1,565			930170	0.5%	213	248					1,892		No	6-Laning	
	I-95	N. Dixie Hwy	2	5L	1,770	5L	1,770	4%	1	2	0.1%	0.1%	no	no						0.5%	213	248					1,909		No	6-Laning	
Congress Avenue	Forest Hill Blvd	10th Ave N	2	6LD	2,680	6LD	2,680	9%	3	4	0.1%	0.1%	no	no																	
	10th Ave N	French Ave	2	6LD	2,680	6LD	2,680	10%	5	3	0.2%	0.1%	no	no																	
Forest Hill Blvd	Congres Avenue	Florida Mango Rd	2	6LD	2,680	6LD	2,680	6%	3	2	0.1%	0.1%	no	no																	
	Florida Mango Rd	I-95	2	6LD	2,680	6LD	2,680	6%	2	3	0.1%	0.1%	no	no																	
Boutwell Road	10th Ave N	2nd Ave N	2	2L	810	2L	810	5%	2	2	0.2%	0.2%	no	no																	

EXHIBIT 3B - PM PEAK HOUR
Village Collection of Palm Springs
TEST 1 - PART 2 - PM PEAK HOUR ONE-WAY LINK ANALYSIS

Roadway FromTo		Class	2028 Background Needed Lanes		Percent Project Assign	Project Trips		2028 Background		2028 Total		Meets Test 1 Standard ?	
			Number Of Lanes	LOS 'D' Capacity				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB
Florida Mango Road													
Summit Blvd	Forest Hill Blvd	1	2L	880	1%	0	0						
Forest Hill Blvd	Project Site	1	2L	880	20%	6	10		582		592		Yes
Project Site	10th Avenue North	1	2L	880	10%	5							
Project Site	10th Avenue North	1	2L	880	40%		13		573		586		Yes
10th Avenue North													
Congress Avenue	Project Site	2	6LD	2,680	30%	15	10						
Project Site	Florida Mango Rd	2	6LD	2,680	40%		20		2,031		2,051		Yes
Florida Mango Road	Boutwell Rd	2	6LD	2,680	50%	16	25		1,892		1,917		Yes
Boutwell Rd	I-95	2	6LD	2,680	44%	14	22		1,909		1,931		Yes

EXHIBIT 4A
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway From To		Class	Existing		Committed		Percent Project Assign	AM Peak Hour		PM Peak Hour		Project Significance				Significant Impact ???
			Number Of Lanes	LOS 'E' Capacity	Number Of Lanes	LOS 'E' Capacity		Project Trips		Project Trips		AM		PM		
								NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	
Florida Mango Road																
Summit Blvd	Forest Hill Blvd	1	2L	880	2L	880	1%	1	0	0	0	0.1%	0.0%	0.0%	0.0%	No
Forest Hill Blvd	Project Site	1	2L	880	2L	880	20%	24	9	6	10	2.7%	1.0%	0.7%	1.1%	No
Project Site	10th Avenue North	1	2L	880	2L	880	10%	4		5		0.5%		0.6%		No
Project Site	10th Avenue North	1	2L	880	2L	880	40%		48		13		5.5%		1.5%	Yes
10th Avenue North																
Military Trail	Kirk Rd	2	5L	1,870	5L	1,870	1%	0	1	0	0	0.0%	0.1%	0.0%	0.0%	No
Kirk Rd	Congress Ave	2	5L	1,870	5L	1,870	7%	3	8	3	2	0.2%	0.4%	0.2%	0.1%	No
Congress Avenue	Project Site	2	5L	1,870	5L	1,870	30%	13	36	15	10	0.7%	1.9%	0.8%	0.5%	No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	10%	12		3		0.6%		0.2%		No
Project Site	Florida Mango Rd	2	5L	1,870	5L	1,870	40%		18		20		1.0%		1.1%	No
Florida Mango Road	Boutwell Rd	2	5L	1,870	5L	1,870	50%	60	22	16	25	3.2%	1.2%	0.9%	1.3%	Yes
Boutwell Rd	I-95	2	5L	1,870	5L	1,870	44%	53	19	14	22	2.8%	1.0%	0.8%	1.2%	No
I-95	N. Dixie Hwy	2	5L	1,870	5L	1,870	4%	5	2	1	2	0.3%	0.1%	0.1%	0.1%	No

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\fl mango - 9-22-2023.xlsx\test 2 (mango)

EXHIBIT 4B
Village Collection of Palm Springs
TEST 2 - PEAK HOUR ONE-WAY LINK ANALYSIS
TABLE 12.B.C-4 2A: LOS E - LINK SERVICE VOLUMES

Roadway From	To	Class	Committed		AM Peak Hour		2023 AM			Growth Factor	Committed		Committed		2028 PM		Backgrnd Needed Improve	Bckgrnd Improved Capacity	Bckgrnd Meets Test 2 Standards	2028 AM Total		Meets Test 2 Standards?
			Number Of Lanes	LOS 'E' Capacity	Project Trips		PHPD Volume				Traffic		Traffic + 1% Growth Rate		Background					NB/EB	SB/WB	
					NB/EB	SB/WB	NB/EB	SB/WB	Station		NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB						
Florida Mango Road	10th Avenue North	1	2L	880		48		451	35820	0.50%		42		65		516			Yes	564	Yes	
10th Avenue North	Boutwell Rd	2	5L	1,870	60		1,689		930170	0.50%	182		286		1,975		6-Laning	2,830	Yes	2,035	Yes	

s:\205 - 10th avenue partnership\002 - 10th avenue\traffic\fl mango - 9-22-2023.xlsx\test 2 (mango) (2)

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 5A
Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	13	307	5	0	5	199	26	0	15	3	9	0	49	3	24	658
7:15 AM	7:30 AM	0	19	223	2	0	0	214	25	0	6	2	15	0	54	3	24	587
7:30 AM	7:45 AM	0	12	258	4	0	3	221	29	0	9	2	7	0	54	1	47	647
7:45 AM	8:00 AM	0	20	222	4	0	0	227	24	0	12	3	6	0	51	0	27	596
8:00 AM	8:15 AM	0	28	267	8	0	2	217	24	0	8	2	7	0	53	3	36	655
8:15 AM	8:30 AM	0	29	269	5	0	2	224	32	0	5	0	5	0	47	1	40	659
8:30 AM	8:45 AM	0	18	301	4	0	1	210	32	0	6	3	8	0	57	2	36	678
8:45 AM	9:00 AM	0	23	273	4	0	4	239	29	0	6	0	3	0	37	3	45	666

Peak Hour Traffic Volume

8:00 AM	9:00 AM	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157	2658
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Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
Seasonal Factor	0	10	111	2	0	1	89	12	0	3	1	2	0	19	1	16
Estimated 2022	0	108	1221	23	0	10	979	129	0	28	6	25	0	213	10	173
Growth 1%	0	8	88	2	0	1	71	9	0	2	0	2	0	15	1	12
Committed*	0	0	82	0	0	0	23	7	0	0	0	0	0	0	0	0
Committed + 1%	0	8	170	2	0	1	94	16	0	0	0	2	0	15	1	12
Growth 0.5%	0	4	43	1	0	0	35	5	0	1	0	1	0	8	0	6
Growth 0.5% or Committed + 1%	0	8	170	2	0	1	94	16	0	1	0	2	0	15	1	12
2028 Bckgrnd Volumes	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Assignment in/out Project			10% out 18 **				40% in 42 **	10% in 10 **						40% out 72 **		
Post	0	116	1409	25	0	6	1115	155	0	29	6	27	0	300	11	185
Existing	0	108	1,221	23	0	10	979	129	0	28	6	25	0	213	10	173
Pre	0	116	1,391	25	0	11	1,073	145	0	29	6	27	0	228	11	185
Post	0	116	1,409	25	0	6	1,115	155	0	29	6	27	0	300	11	185

* Committed Traffic from TPS database

** Rounded for volume balancing

Village Collection of Palm Springs
AM PEAK HOUR
EXHIBIT 5B
Florida Mango Road & 10th Ave N

Critical Volume Analysis

	Eastbound	Westbound	Northbound	Southbound
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	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT
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6/13/2023	0	98	1110	21	0	9	890	117	0	25	5	23	0	194	9	157
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Background Volume	0	116	1391	25	0	6	1073	145	0	29	6	27	0	228	11	185
Total Project Volume	0	0	18	0	0	0	0	10	0	0	0	0	0	72	0	0
Total Volume		116	1,409	25		6	1,073	155		29	6	27		300	11	185
Critical Volume Analysis																
No. of Lanes		1	2	0		1	2	1		1	1	0		0	2	1
Approach Vol by Lane Group		116	1434	< 0		6	1073	155		29	33	< 0		0 >	311	185
Approach Volume	1,550				1,234				62				496			
Per Lane Volume b4 RTOR		116	717	0		6	537	155		29	33	0		0	156	185
Overlap Phase				No				No				No				No
RTOR				10				60				10				60
Per Lane Volume		116	712	0		6	537	95		29	23	0		0	156	125
North-South Critical	NB + SB							185								
East-West Critical	WB LT + EB TH =							718	EB LT + WB TH = 653							
Maximum Critical Sum	185			+			718		=			903				

STATUS ?	UNDER
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STATUS ?	UNDER
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Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 6A
Florida Mango Road & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	50	222	9	0	3	322	71	0	5	0	7	0	48	4	40	781
4:15 PM	4:30 PM	0	40	222	8	0	3	315	45	0	5	5	5	0	39	5	42	734
4:30 PM	4:45 PM	0	49	249	11	0	13	343	51	0	1	1	4	0	49	1	41	813
4:45 PM	5:00 PM	0	49	246	13	0	5	312	42	0	5	1	6	0	59	3	57	798
5:00 PM	5:15 PM	0	43	218	5	0	6	362	63	0	3	4	7	0	39	8	44	802
5:15 PM	5:30 PM	0	40	213	10	0	10	338	67	0	13	1	10	0	52	2	48	804
5:30 PM	5:45 PM	0	44	222	10	0	12	321	61	0	10	6	3	0	54	1	51	795
5:45 PM	6:00 PM	0	58	245	8	0	9	343	62	0	7	3	11	0	43	3	41	833
Peak Hour Traffic Volume																		
5:00 PM	6:00 PM	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184	3234

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	0	185	898	33	0	37	1364	253	0	33	14	31	0	188	14	184
Seasonal Factor	0	19	90	3	0	4	136	25	0	3	1	3	0	19	1	18
Estimated 2022	0	204	988	36	0	41	1500	278	0	36	15	34	0	207	15	202
		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%		1.0%	1.0%	1.0%
Estimated 2022	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Growth 1%	0	15	71	3	0	3	108	20	0	3	1	2	0	15	1	15
Committed*	0	0	51	0	0	0	64	20	0	0	0	0	0	0	0	0
Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
Growth 0.5%	0	6	30	1	0	1	46	8	0	1	0	1	0	6	0	6
Growth 0.5% or Committed + 1%	0	15	122	3	0	3	172	40	0	3	1	2	0	15	1	15
2028 Bckgrnd Volumes	0	219	1110	39	0	39	1672	318	0	39	16	36	0	222	16	217
Assignment in/out Project			10% out 12 **				40% in 87 **	10% in 21 **						40% out 50 **		
Post	0	219	1122	39	0	39	1759	339	0	39	16	36	0	272	16	217
Existing	0	204	988	36	0	41	1,500	278	0	36	15	34	0	207	15	202
Pre	0	219	1,110	39	0	44	1,672	318	0	39	16	36	0	222	16	217
Post	0	219	1,122	39	0	39	1,759	339	0	39	16	36	0	272	16	217

** Rounded for volume balancing

PM PEAK HOUR
EXHIBIT 6B
Florida Mango Road & 10th Ave N
Critical Volume Analysis

STATUS ?	NEAR
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Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 7A
Congress & 10th Ave N

			ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
7:00 AM	7:15 AM		0	77	218	65	2	72	102	73	1	15	210	65	0	42	124	15	1081
7:15 AM	7:30 AM		1	67	118	61	0	82	99	88	4	32	249	49	0	39	221	17	1127
7:30 AM	7:45 AM		1	68	144	53	0	101	103	72	3	30	242	55	0	41	249	20	1182
7:45 AM	8:00 AM		6	58	165	67	1	123	116	48	2	20	272	58	1	37	257	24	1255
8:00 AM	8:15 AM		3	64	168	66	2	120	101	66	4	31	220	84	2	51	206	14	1202
8:15 AM	8:30 AM		1	55	154	56	1	101	117	61	3	24	234	86	1	46	255	15	1210
8:30 AM	8:45 AM		4	62	187	48	0	127	108	75	3	34	188	80	0	49	181	16	1162
8:45 AM	9:00 AM		5	73	190	65	0	97	130	41	7	30	181	91	1	52	149	25	1137
Peak Hour Traffic Volume																			
7:30 AM	8:30 AM		11	245	631	242		445	437	247	12	105	968	283	4	175	967	73	4849

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	11	245	631	242	0	445	437	247	12	105	968	283	4	175	967	73
Seasonal Factor	1	25	63	24	0	45	44	25	1	11	97	28	0	18	97	7
Estimated 2022	0	282	694	266	0	490	481	272	13	116	1065	311	4	193	1064	80
Growth 1%	0	20	50	19	0	35	35	20	0	8	77	22	0	14	77	6
Committed*	0	8	7	8	0	26	9	15	0	10	18	10	0	4	10	2
Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
Growth 0.5%	0	10	25	9	0	17	17	10	0	4	38	11	0	7	38	3
Growth 0.5% or Committed + 1%	0	28	57	27	0	61	44	35	0	18	95	32	0	18	87	8
2028 Bckgrnd Volumes	0	310	751	293	0	551	525	307	13	134	1160	343	4	211	1151	88
Assignment in/out Project			10% in 4			10% out 12	10% out 12	10% out 12				10% in 4		10% in 4		
Post	0	310	755	293	0	563	537	319	13	134	1160	347	4	215	1151	88
Existing	0	282	694	266	0	490	481	272	13	116	1,065	311	4	193	1,064	80
Pre	0	310	751	293	0	551	525	307	13	134	1,160	343	4	211	1,151	88
Post	0	310	755	293	0	563	537	319	13	134	1,160	347	4	215	1,151	88

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 8A
Congress & 10th Ave N

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	8	58	181	60	1	96	223	67	5	30	207	107	3	54	216	39	1355
4:15 PM	4:30 PM	12	48	164	50	0	121	244	76	7	44	215	88	1	45	239	30	1384
4:30 PM	4:45 PM	5	48	158	56	2	105	207	82	8	46	235	112	1	68	230	42	1405
4:45 PM	5:00 PM	8	45	153	47	2	124	188	76	6	45	255	116	0	68	295	45	1473
5:00 PM	5:15 PM	6	53	147	55	3	115	219	67	1	52	220	102	6	49	237	41	1373
5:15 PM	5:30 PM	11	35	142	31	0	126	225	70	2	59	261	100	3	41	230	34	1370
5:30 PM	5:45 PM	6	60	149	63	0	121	200	60	5	50	258	114	0	68	270	41	1465
5:45 PM	6:00 PM	5	48	179	55	5	103	205	68	3	54	207	88	1	57	247	34	1359
Peak Hour Traffic Volume																		
4:45 PM	5:45 PM	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161	5681

Count Taken: 6/13/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.10

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbu	nbl	nbt	nbr	sbu	sbl	sbt	sbr
6/13/2023	31	193	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Seasonal Factor	3	19	59	20	1	49	83	27	1	21	99	43	1	23	103	16
Estimated 2022	0	246	650	216	6	535	915	300	15	227	1093	475	10	249	1135	177
Growth 1%	0	18	47	16	0	39	66	22	0	16	79	34	0	18	82	13
Committed*	0	3	20	29	0	36	5	7	0	29	32	33	0	15	36	7
Committed + 1%	0	21	67	45	0	75	71	29	0	45	111	67	0	33	118	20
Growth 0.5%	0	9	23	8	0	19	33	11	1	8	39	17	0	9	40	6
Growth 0.5% or Committed + 1%	0	21	67	45	0	75	71	29	1	45	111	67	0	33	118	20
2028 Bckgrnd Volumes	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Assignment in/out Project			10% in 5			10% out 2	10% out 2	10% out 2				10% in 5		10% in 5		
Post	0	267	722	261	6	612	988	331	16	272	1204	547	10	287	1253	197
Existing	0	246	650	216	6	535	915	300	15	227	1,093	475	10	249	1,135	177
Pre	0	267	717	261	6	610	986	329	16	272	1,204	542	10	282	1,253	197
Post	0	267	722	261	6	612	988	331	16	272	1,204	547	10	287	1,253	197

Village Collection of Palm Springs

PM PEAK HOUR

EXHIBIT 8E

Congress & 10th Ave N

Backgroun

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound								
	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT					
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161					
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197					
Total Volume		267	717	261		616	986	329		288	1,204	542		292	1,253	197					
Critical Volume Analysis - Background Traffic																					
No. of Lanes			2	2	1		2	2	1		1	3	1		1	3	1				
Approach Vol by Lane Group			267	717	261		616	986	329		288	1204	542		292	1253	197				
Approach Volume		1,245				1,931				2,034				1,742							
Per Lane Volume b4 RTOR			134	359	261		308	493	329		288	401	542		292	418	197				
Overlap Phase					No				No				No				No				
RTOR					0				60				60				60				
Per Lane Volume			134	359	261		308	493	269		288	401	482		292	418	137				
North-South Critical		SB LT + NB TH =						774						NB LT + SB TH =						706	
East-West Critical		WB LT + EB TH =						667						EB LT + WB TH =						627	
Maximum Critical Sum		774				+				667				=				1,441			

STATUS ?

OVER

PM PEAK HOUR

Congress & 10th Ave N

Total with Background Improvements

Critical Volume Analysis

	Eastbound				Westbound				Northbound				Southbound			
	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT	UT	LT	Thru	RT
6/13/2023	0	224	591	196	5	486	832	273	14	206	994	432	9	226	1032	161
Background Volume	0	267	717	261	6	610	986	329	16	272	1204	542	10	282	1253	197
Total Project Volume	0	0	5	0	0	2	2	2	0	0	0	5	0	5	0	0
Total Volume		267	722	261		618	988	331		288	1,204	547		297	1,253	197
Critical Volume Analysis - Background Traffic																
No. of Lanes		2	2	1		2	2	1		1	3	1		2	3	1
Approach Vol by Lane Group		267	722	261		618	988	331		288	1204	547		297	1253	197
Approach Volume	1,250				1,937				2,039				1,747			
Per Lane Volume b4 RTOR		134	361	261		309	494	331		288	401	547		149	418	197
Overlap Phase				No				No				No				No
RTOR				0				60				60				60
Per Lane Volume		134	361	261		309	494	271		288	401	487		149	418	137
North-South Critical	SB LT + NB TH = 636								NB LT + SB TH = 706							
East-West Critical	WB LT + EB TH = 670								EB LT + WB TH = 628							
Maximum Critical Sum	706				+				670				= 1,376			

STATUS ?	NEAR
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Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 9A
Florida Mango Road & Forest Hill Boulevard

Count Taken: 5/4/2022
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.02

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
5/4/2022	4	139	1926	103	10	66	1317	65	152	243	347	205	235	108
Seasonal Factor	0	3	39	2	0	1	26	1	3	5	7	4	5	2
Estimated 2022	4	146	1965	105	10	67	1343	66	155	248	354	209	240	110
Growth 1%	0	11	142	8	0	5	97	5	11	18	26	15	17	8
Committed*	0	0	1	3	0	4	1	0	8	0	5	0	0	0
Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
Growth 0.5%	0	5	70	4	0	2	48	2	6	9	13	7	9	4
Growth 0.5% or Committed + 1%	0	11	143	11	0	9	98	5	19	18	31	15	17	8
2028 Bckgrnd Volumes	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				5		5			9	18	9		11	
Post	4	157	2108	121	10	81	1441	71	183	284	394	224	268	118
Existing	4	146	1,965	105	10	67	1,343	66	155	248	354	209	240	110
Pre	4	157	2,108	116	10	76	1,441	71	174	266	385	224	257	118
Post	4	157	2,108	121	10	81	1,441	71	183	284	394	224	268	118

Village Collection of Palm Springs
AM PEAK HOUR
EXHIBIT 9B
Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	LT	Thru	RT	UT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
5/4/2022	0	143	1926	103	10	66	1317	65	152	243	347	205	235	108
Background Volume	4	157	2108	116	10	76	1441	71	174	266	385	224	257	118
Total Project Volume	0	0	0	5	0	5	0	0	9	18	9	0	11	0
Total Volume		161	2,108	121		91	1,441	71	251	284	394	224	268	118
Critical Volume Analysis														
No. of Lanes		1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group		161	2108	121		91	1441	71	251	284	394	224	268	118
Approach Volume	2,390				1,603				929			610		
Per Lane Volume b4 RTOR		161	703	121		91	480	71	251	284	394	224	268	118
Overlap Phase				No				No			No			No
RTOR				0				60			60			60
Per Lane Volume		161	703	121		91	480	11	251	284	334	224	268	58
North-South Critical	SB LT + NB TH = 558								NB LT + SB TH = 519					
East-West Critical	WB LT + EB TH = 794								EB LT + WB TH = 641					
Maximum Critical Sum	558				+				794			= 1,352		

STATUS ?	NEAR
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Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 10A
Florida Mango Road & Forest Hill Boulevard

Count Taken: 5/4/2022
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.02

	ebu	ebf	ebt	ebr	wbu	wbf	wbt	wbr	nbf	nbt	nbr	sbf	sbt	sbr
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Seasonal Factor	0	2	26	3	0	7	44	1	3	3	3	3	7	2
Estimated 2022	9	92	1314	139	9	335	2224	59	148	166	169	148	335	106
Growth 1%	0	7	95	10	0	24	160	4	11	12	12	11	24	8
Committed*	0	1	2	7	0	8	1	0	4	0	2	0	0	0
Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
Growth 0.5%	0	3	40	4	0	10	68	2	4	5	5	4	10	3
Growth 0.5% or Committed + 1%	0	8	97	17	0	32	161	4	15	12	14	11	24	8
2028 Bckgrnd Volumes	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Assignment				5%		5%			5%	10%	5%		10%	
in/out				in		in			out	out	out		in	
Project				11		11			6	13	6		22	
Post	9	100	1411	167	9	378	2385	63	169	191	189	159	381	114
Existing	9	92	1,314	139	9	335	2,224	59	148	166	169	148	335	106
Pre	9	100	1,411	156	9	367	2,385	63	163	178	183	159	359	114
Post	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

PM PEAK HOUR

Florida Mango Road & Forest Hill Boulevard

Critical Volume Analysis

	Eastbound				Westbound				Northbound			Southbound		
	UT	LT	Thru	RT	UT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
5/4/2022	9	81	1288	136	9	328	2180	58	145	163	166	145	328	104
Background Volume	9	100	1411	156	9	367	2385	63	163	178	183	159	359	114
Total Project Volume	0	0	0	11	0	11	0	0	6	13	6	0	22	0
Total Volume	9	100	1,411	167	9	378	2,385	63	169	191	189	159	381	114

Critical Volume Analysis Background Traffic

No. of Lanes			1	3	1		1	3	1	1	1	1	1	1	1
Approach Vol by Lane Group			100	1411	156		367	2385	63	163	178	183	159	359	114
Approach Volume			1,667				2,815				524			632	
Per Lane Volume b4 RTOR			100	470	156		367	795	63	163	178	183	159	359	114
Overlap Phase					No				No			No			No
RTOR					0				60			60			60
Per Lane Volume			100	470	156		367	795	3	163	178	123	159	359	54
North-South Critical			SB LT + NB TH = 337						NB LT + SB TH = 522						
East-West Critical			WB LT + EB TH = 837						EB LT + WB TH = 895						
Maximum Critical Sum			522				+			895			= 1,417		

STATUS ?

OVER

Village Collection of Palm Springs
AM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 11
Florida Mango Road & Driveway 2

		ebu	ebf	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
7:00 AM	7:15 AM	0	10	0	5	1	0	2	4	90	0	2	34	6	154
7:15 AM	7:30 AM	0	5	1	1	1	0	2	5	96	4	3	37	5	160
7:30 AM	7:45 AM	0	13	0	3	3	0	0	8	79	2	3	43	12	166
7:45 AM	8:00 AM	0	11	0	0	2	0	0	3	64	2	1	35	7	125
8:00 AM	8:15 AM	0	12	1	7	5	0	1	9	86	2	2	48	5	178
8:15 AM	8:30 AM	0	9	0	5	0	0	3	2	73	2	2	44	11	151
8:30 AM	8:45 AM	0	8	0	6	0	0	5	3	64	2	3	52	8	151
8:45 AM	9:00 AM	0	7	0	6	1	1	6	10	67	3	3	54	6	164
Peak Hour Traffic Volume		0	75	2	33	13	1	19	44	619	17	19	347	60	1249
8:00 AM	9:00 AM	0	36	1	24	6	1	15	24	290	9	10	198	30	644

Count Taken: 6/7/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebf	ebt	ebr	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/7/2023	0	36	1	24	6	1	15	24	290	9	10	198	30
Seasonal Factor	0	3	0	2	0	0	1	2	23	1	1	16	2
Estimated 2023	0	39	1	26	6	1	16	26	313	10	11	214	32
Growth 1%	0	3	0	2	0	0	1	2	23	1	1	15	2
Committed*			82	0	0	21				0			
Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
Growth 0.5%	0	0	0	0	0	0	0	0	2	0	0	1	0
Growth 0.5% or Committed + 1%	0	3	82	6	0	21	1	2	23	2	1	15	2
2028 Bckgrnd Volumes	0	42	83	32	11	17	17	28	336	12	12	229	34
Assignment		20%		40%				10%					20%
in/out		out		out				in					in
Project		42		84				13					26
Post	0	84	83	116	11	17	17	41	336	12	12	229	60
Existing	0	39	1	26	6	1	16	26	313	10	11	214	32
Pre	0	42	83	32	6	22	17	28	336	12	12	229	34
Post	0	84	83	116	11	17	17	41	336	12	12	229	60

* Committed Traffic EBT from 10th Ave N and Florida Mango Road is 82 (82 + 0 + 0) WBT from 10th Ave N and Congress Boulevard is 21 (2 + 9 + 10)

Village Collection of Palm Springs
PM PEAK HOUR TURNING MOVEMENTS
EXHIBIT 12
Florida Mango Road & Driveway 2

		ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr	totals
4:00 PM	4:15 PM	0	6	0	5	0	21	2	12	13	67	12	6	60	3	207
4:15 PM	4:30 PM	0	7	0	3	0	17	1	11	3	78	12	10	78	10	230
4:30 PM	4:45 PM	0	10	0	3	0	21	0	5	5	90	14	12	72	2	234
4:45 PM	5:00 PM	0	4	0	5	0	15	1	22	5	79	12	6	78	3	230
5:00 PM	5:15 PM	0	3	0	7	0	19	2	9	6	94	6	6	95	0	247
5:15 PM	5:30 PM	0	4	0	7	0	28	1	12	5	95	10	5	74	4	245
5:30 PM	5:45 PM	0	4	0	9	0	14	1	12	2	92	11	5	86	2	238
5:45 PM	6:00 PM	0	1	1	3	0	14	0	12	6	79	14	10	60	2	202
Peak Hour Traffic Volume		0	39	1	42	0	149	8	95	45	674	91	60	603	26	1833
4:45 PM	5:45 PM	0	15	0	28	0	76	5	55	18	360	39	22	333	9	960

Count Taken: 6/6/2023
Buildout year: 2028
Growth Rate: 1.0% 0.5%
Seasonal Factor: 1.08

	ebu	ebl	ebt	ebr	wbu	wbl	wbt	wbr	nbl	nbt	nbr	sbl	sbt	sbr
6/6/2023	0	15	0	28	0	76	5	55	18	360	39	22	333	9
Seasonal Factor	0	1	0	2	0	6	0	4	1	29	3	2	27	1
Adjusted Volumes	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Estimated 2023	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Growth 1%	0	1	0	2	0	6	0	4	1	28	3	2	26	1
Committed*			51	0	0	0	5				0			
Committed + 1%	0	1	51	2	0	6	5	4	1	28	3	2	26	1
Growth 0.5%	0	0	0	0	0	0	0	0	0	2	0	0	2	
Growth 0.5% or Committed + 1%	0	1	51	2	0	6	5	4	1	28	3	2	26	1
2028 Bckgrnd Volumes	0	17	51	32	0	93	5	63	20	417	45	26	386	11
Assignment in/out Project		20% out 18		40% out 36					10% in 19					20% in 37
Post	0	35	51	68	0	93	5	63	39	417	45	26	386	48
Existing	0	16	0	30	0	82	5	59	19	389	42	24	360	10
Pre	0	17	51	32	0	88	10	63	20	417	45	26	386	11
Post	0	35	51	68	0	93	5	63	39	417	45	26	386	48

* Committed Traffic EBT from 10th Ave and Florida Mango Road is 51 (51 + 0 + 0) WBT from Florida Mango Road and Forest Hill is 5 (0 + 1 + 4)

HCS7 Two-Way Stop-Control Report

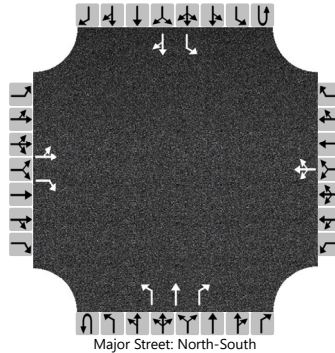
General Information

Analyst	MEP
Agency/Co.	MEP
Date Performed	9/22/2023
Analysis Year	2028
Time Analyzed	
Intersection Orientation	North-South
Project Description	2028 Post-Development AM

Site Information

Intersection	Florida Mango Rd & DW 2
Jurisdiction	
East/West Street	Driveway 2
North/South Street	Florida Mango Rd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		84	83	116		11	17	17		41	336	12		12	229	60
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

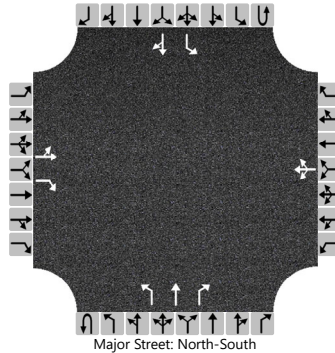
Flow Rate, v (veh/h)		176		122			47			43				13		
Capacity, c (veh/h)		306		766			325			1257				1192		
v/c Ratio		0.57		0.16			0.15			0.03				0.01		
95% Queue Length, Q ₉₅ (veh)		3.4		0.6			0.5			0.1				0.0		
Control Delay (s/veh)		31.5		10.6			18.0			8.0				8.1		
Level of Service (LOS)		D		B			C			A				A		
Approach Delay (s/veh)	22.9				18.0				0.8				0.3			
Approach LOS	C				C											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MEP	Intersection	Florida Mango Rd & DW 2
Agency/Co.	MEP	Jurisdiction	
Date Performed	9/22/2023	East/West Street	Driveway 2
Analysis Year	2028	North/South Street	Florida Mango Rd
Time Analyzed		Peak Hour Factor	0.95
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	2028 Post-Development PM		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	1		0	1	0	0	1	1	1	0	1	1	0
Configuration		LT		R			LTR			L	T	R		L		TR
Volume (veh/h)		35	51	68		93	5	63		39	417	45		26	386	48
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		91		72			169			41				27		
Capacity, c (veh/h)		191		624			198			1104				1077		
v/c Ratio		0.47		0.11			0.86			0.04				0.03		
95% Queue Length, Q ₉₅ (veh)		2.3		0.4			6.4			0.1				0.1		
Control Delay (s/veh)		39.8		11.5			80.4			8.4				8.4		
Level of Service (LOS)		E		B			F			A				A		
Approach Delay (s/veh)	27.3				80.4				0.7				0.5			
Approach LOS	D				F											

APPENDICES

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

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

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

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

Footnotes

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

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

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

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

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Article 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

A

B

C

D

E

F

G

H

I

Input Data

ROAD NAME: Florida Mango Rd

STATION: 4212

Report Created

CURRENT YEAR: 2023

FROM: 10th Ave N

9/22/2023

ANALYSIS YEAR: 2028

TO: Forest Hill Blvd

GROWTH RATE: 0%

COUNT DATE: NA

PSF: 0

Link Analysis

Time Period

AM

PM

Direction

2-way

NB/EB

SB/WB

2-way

NB/EB

SB/WB

Existing Volume

0

0

0

0

0

0

Peak Volume

0

0

0

0

0

0

Diversion(%)

0

0

0

0

0

0

Volume after Diversion

0

0

0

0

0

0

Committed Developments

Type % Complete

Circus Trix

0

0

0

2

1

1

NR

25%

Forest Hill / Congress Pharmacy

1

0

0

5

2

2

NR

50%

2773 Public Charter School

11

6

5

2

1

1

NR

75%

Boutwell Road Apartments

15

10

5

18

7

11

Res

0%

Golden Roads Apartments

12

9

2

14

5

9

Res

0%

Waterside Plaza

4

2

2

2

1

1

NR

75%

10th Avenue & Florida Mango

38

18

20

42

21

21

NR

15%

7-Eleven - 1900 10th Ave

19

9

10

17

9

9

NR

10%

Total Committed Developments

100

54

44

102

47

55

Total Committed Residential

27

19

7

32

12

20

Total Committed Non-Residential

73

35

37

70

35

35

Double Count Reduction

7

5

2

8

3

5

Total Discounted Committed Developments

93

49

42

94

44

50

Historical Growth

0

0

0

0

0

0

Comm Dev+1% Growth

93

49

42

94

44

50

Growth Volume Used

93

49

42

94

44

50

Total Volume

93

49

42

94

44

50

Lanes

2L

LOS D Capacity

1480

880

880

1480

880

880

Link Meets Test 1?

YES

YES

YES

YES

YES

YES

LOS E Capacity

1570

880

880

1570

880

880

Link Meets Test 2?

YES

YES

YES

YES

YES

YES

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203		Report Created		
	CURRENT YEAR: 2020			FROM: Midpoint		9/22/2023		
	ANALYSIS YEAR: 2028			TO: N Interstate 95				
	GROWTH RATE: 0%			COUNT DATE: 2/24/2020				
				PSF: 1				

	Link Analysis					
	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	18	13	5	22	9	13	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Boutwell Road Apartments	77	52	25	92	36	56	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	5	3	3	2	1	1	NR	75%
7-Eleven - 1900 10th Ave	88	45	44	81	41	40	NR	10%
3322 Boutwell Road	8	6	2	7	2	4	Res	0%
2209 7th Ave N	10	2	8	8	5	3	NR	0%
Total Committed Developments	468	257	213	515	238	275		
Total Committed Residential	187	126	61	242	99	142		
Total Committed Non-Residential	281	131	152	273	139	133		
Double Count Reduction	47	26	15	55	25	27		
Total Discounted Committed Developments	421	231	198	460	213	248		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	674	377	313	725	348	379		
Growth Volume Used	674	377	313	725	348	379		
Total Volume	3722	2139	1706	3927	1973	1956		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME: 10th Ave N STATION: 4203
 CURRENT YEAR: 2020 FROM: Florida Mango
 ANALYSIS YEAR: 2028 TO: Boutwell Rd
 GROWTH RATE: 0% COUNT DATE: 2/24/2020
 PSF: 1

Report Created
 9/22/2023

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	62	20	42	73	44	29	Res	0%
Golden Roads Apartments	64	51	13	79	28	51	Res	0%
Waterside Plaza	6	3	3	3	1	2	NR	75%
10th Avenue & Florida Mango	83	39	44	93	45	47	NR	25%
7-Eleven - 1900 10th Ave	71	36	36	65	33	32	NR	10%
3322 Boutwell Road	5	1	4	4	3	2	Res	0%
2209 7th Ave N	10	8	2	8	3	5	NR	0%
Total Committed Developments	389	201	190	503	249	255		
Total Committed Residential	145	77	68	181	89	94		
Total Committed Non-Residential	244	124	122	322	160	161		
Double Count Reduction	36	19	17	45	22	24		
Total Discounted Committed Developments	353	182	173	458	227	231		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	606	328	288	723	362	362		
Growth Volume Used	606	328	288	723	362	362		
Total Volume	3654	2090	1681	3925	1987	1939		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203		Report Created		
	CURRENT YEAR: 2020			FROM: Congress		9/22/2023		
	ANALYSIS YEAR: 2028			TO: Florida Mango Rd				
	GROWTH RATE: 0%			COUNT DATE: 2/24/2020				
	PSF: 1							

Time Period	Link Analysis					
	AM			PM		
Direction	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3048	1762	1393	3202	1625	1577
Peak Volume	3048	1762	1393	3202	1625	1577
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3048	1762	1393	3202	1625	1577

Committed Developments							Type	% Complete
Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	10	8	2	12	4	8	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Residences at Lake Worth	4	3	1	4	2	3	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	100%
Boutwell Road Apartments	46	15	31	55	33	22	Res	0%
Golden Roads Apartments	35	7	28	43	28	15	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	5	2	2	2	1	1	NR	75%
10th Avenue & Florida Mango	50	26	23	56	28	27	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
7-Eleven - 1900 10th Ave	52	27	26	48	24	24	NR	10%
Brave Little Stars Academy	7	4	4	7	4	4	NR	0%
Total Committed Developments	317	145	172	466	248	219		
Total Committed Residential	102	34	67	129	75	54		
Total Committed Non-Residential	215	111	105	337	173	165		
Double Count Reduction	26	9	17	32	19	14		
Total Discounted Committed Developments	291	136	155	434	229	205		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	544	282	270	699	364	336		
Growth Volume Used	544	282	270	699	364	336		
Total Volume	3592	2044	1663	3901	1989	1913		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A	B	C	D	E	F	G	H	I	J	K	L
					Input Data						
	E-W Street: 10th Ave N				COUNT DATE: 12/15/2020				Report Created		
	N-S STREET: Congress Ave				CURRENT YEAR: 2020				6/5/2023		
	TIME PERIOD: AM				ANALYSIS YEAR: 2028						
	GROWTH RATE: 0.58%				PSF: 1.03						
	SIGNAL ID: 35810										

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	2	2	0	0	2	3	2	0	3
Tonset Property	1	0	0	0	0	1	0	1	0	8	8
APEC Petroleum	0	6	0	7	6	6	0	0	7	6	0
Boutwell Road Apartments	0	5	0	10	10	10	0	0	5	5	0
Lake Worth Middle School	0	14	0	7	11	2	0	0	8	2	0
Residences at Lake Worth	0	0	2	1	0	0	5	5	3	0	2
Lantana Airport SDA1	0	0	23	0	0	0	6	8	0	0	29
East Parcel Annex	0	0	7	7	0	0	6	6	6	0	7
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	1	1	0	5	4	0	0	2	1	0	8
Waterside Plaza	0	2	0	1	1	1	0	0	2	2	0
Mid-County Center	1	1	0	3	1	0	0	2	2	0	3
Soma Medical Center	0	0	1	1	0	0	5	5	5	0	1
Lantana Airport SDA2	0	0	4	0	0	0	1	1	0	0	5
Forest Hill / Congress Pharmacy	1	0	0	0	0	1	0	1	0	1	1
Walmart-Palm Springs	0	6	0	3	5	3	0	0	4	3	0
Golden Roads Apartments	0	2	0	9	9	9	0	0	2	2	0
AutoZone #6361	1	0	0	0	0	1	0	1	0	1	1
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	2	8	2	25	23	20	5	8	11	15	18
Total Committed Non-Residential	7	29	35	29	24	18	18	28	34	19	51
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	0	0	0	0	0	0	0	0	0
Historical Growth	0	0	0	0	0	0	0	0	0	0	0
Comm Dev+1% Growth	0	0	0	0	0	0	0	0	0	0	0
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	0	0	0	0	0

					Input Data						
	E-W Street: 10th Ave N				COUNT DATE: 12/15/2020				Report Created		
	N-S STREET: Congress Ave				CURRENT YEAR: 2020				6/5/2023		

TIME PERIOD: PM
GROWTH RATE: 0.58%
SIGNAL ID: 35810

ANALYSIS YEAR: 2028
PSF: 1.03

Intersection Volume Development

	Eastbound			Westbound			Northbound			Southbound	
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	0	0	0	0	0	0	0	0	0	0	0
Committed Developments											
McDonalds Congress Ave	0	0	1	1	0	0	1	2	1	0	2
Tonset Property	5	0	0	0	0	8	0	8	0	4	4
APEC Petroleum	0	6	0	6	6	5	0	0	6	5	0
Boutwell Road Apartments	0	11	0	7	7	7	0	0	11	11	0
Lake Worth Middle School	0	4	0	2	4	1	0	0	2	0	0
Residences at Lake Worth	0	0	5	3	0	0	3	3	2	0	5
Lantana Airport SDA1	0	0	8	0	0	0	22	28	0	0	10
East Parcel Annex	0	0	25	25	0	0	27	27	27	0	25
Brave Little Stars Academy	4	0	0	0	0	4	0	4	0	4	4
Lake Worth Corners	6	6	0	6	4	0	0	12	8	0	9
Waterside Plaza	0	1	0	1	1	1	0	0	1	1	0
Mid-County Center	1	1	0	2	1	0	0	4	4	0	2
Soma Medical Center	0	0	4	4	0	0	2	2	2	0	4
Lantana Airport SDA2	0	0	2	0	0	0	5	7	0	0	2
Forest Hill / Congress Pharmacy	3	0	0	0	0	3	0	5	0	3	5
Walmart-Palm Springs	0	24	0	16	25	13	0	0	15	12	0
Golden Roads Apartments	0	9	0	5	5	5	0	0	9	9	0
Palm Springs Park of Commerce	0	0	0	0	0	0	1	0	1	0	0
AutoZone #6361	5	0	0	0	0	5	0	5	0	6	6
Total Committed Developments	0	0	0	0	0	0	0	0	0	0	0
Total Committed Residential	6	26	5	21	16	12	3	15	30	20	14
Total Committed Non-Residential	13	36	39	56	37	32	57	82	58	31	58
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	13	36	39	56	37	32	57	82	58	31	58
Historical Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Comm Dev+1% Growth	0	0	####	###	0	0	###	####	####	0	5.40956E+36
Growth Volume Used	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	1	1	0	0	1	2	1	0	2

M N O

Right
0%
0

Type % Complete

0	NR	81%
6	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
1	NR	50%
0	NR	75%
0	Res	0%
1	NR	0%

0
10
7
0
0

0
0
0
0

Right
0%
0

Type % Complete

0	NR	81%
3	Res	30%
0	NR	66%
0	Res	0%
0	NR	77.20%
0	Res	0%
0	NR	0%
0	NR	0%
4	NR	0%
4	Res	0%
0	NR	75%
1	NR	49%
0	NR	37%
0	NR	0%
3	NR	50%
0	NR	75%
0	Res	0%
0	NR	75%
6	NR	0%
0		
4		
14		
0		
14		

0
0
0
0

A	B	C	D	E	F	G	H	I	J	K
					Input Data					
	E-W Street: 10th Ave N				COUNT DATE: 11/26/2018					
	N-S STREET: Florida Mango Rd				CURRENT YEAR: 2018					
	TIME PERIOD: AM				ANALYSIS YEAR: 2028					
	GROWTH RATE: 1.18%				PSF: 1.04					
	SIGNAL ID: 35820									

	Intersection Volume Development									
	Eastbound			Westbound			Northbound			Left
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Existing Volume	183	1065	15	16	757	156	24	11	21	203
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	190	1108	16	17	787	162	25	11	22	211
Committed Developments										
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	11	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	15	0	0	31	10	0	0	0	5
Lake Worth Middle School	0	14	0	0	11	2	0	0	0	2
The Village at Lake Worth	0	0	0	0	1	1	0	0	0	0
Residences at Lake Worth	0	3	0	0	1	0	0	0	0	0
Mid-County Center	0	2	0	0	3	0	0	0	0	0
Lake Worth Corners	1	1	0	0	5	0	0	0	0	0
Walmart-Palm Springs	1	10	0	0	11	0	0	0	0	0
Golden Roads Apartments	0	7	0	0	28	9	0	0	0	2
Total Committed Developments	3	72	0	0	112	22	0	0	0	9
Total Committed Residential	1	26	0	0	66	20	0	0	0	7
Total Committed Non-Residential	2	46	0	0	46	2	0	0	0	2
Double Count Reduction	0	7	0	0	9	0	0	0	0	0
Total Discounted Committed	3	65	0	0	103	22	0	0	0	9
Historical Growth	24	138	2	2	98	20	3	1	3	26
Comm Dev+1% Growth	23	181	2	2	185	39	3	1	2	31
Growth Volume Used	24	181	2	2	185	39	3	1	3	31
Total Volume	214	1289	18	19	972	201	28	12	25	242

E-W Street: 10th Ave N	Input Data
N-S STREET: Florida Mango Rd	COUNT DATE: 11/26/2018
TIME PERIOD: PM	CURRENT YEAR: 2018
GROWTH RATE: 1.18%	ANALYSIS YEAR: 2028
SIGNAL ID: 35820	PSF: 1.04

Intersection Volume Development			
Eastbound	Westbound	Northbound	

	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	320	866	21	31	1267	276	33	5	11	179
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	333	901	22	32	1318	287	34	5	11	186
Committed Developments										
WAWA - SEC 10th and Military Trail	0	7	0	0	7	0	0	0	0	0
Value Place Hotel	0	1	0	0	1	0	0	0	0	0
APEC Petroleum	1	10	0	0	11	0	0	0	0	0
Boutwell Road Apartments	0	33	0	0	22	7	0	0	0	11
Lake Worth Middle School	0	4	0	0	4	1	0	0	0	0
The Village at Lake Worth	0	1	0	0	1	0	0	0	0	1
Residences at Lake Worth	0	2	0	0	3	0	0	0	0	0
Mid-County Center	0	3	0	0	2	0	0	0	0	0
Lake Worth Corners	4	8	0	0	6	0	0	0	0	0
Walmart-Palm Springs	3	51	0	0	48	0	0	0	0	0
Golden Roads Apartments	0	28	0	0	15	5	0	0	0	9
Total Committed Developments	8	148	0	0	120	13	0	0	0	21
Total Committed Residential	4	72	0	0	47	12	0	0	0	21
Total Committed Non-Residential	4	76	0	0	73	1	0	0	0	0
Double Count Reduction	1	15	0	0	12	0	0	0	0	0
Total Discounted Committed	7	133	0	0	108	13	0	0	0	21
Historical Growth	41	112	3	4	164	36	4	1	1	23
Comm Dev+1% Growth	42	227	2	3	246	43	4	1	1	40
Growth Volume Used	42	227	3	4	246	43	4	1	1	40
Total Volume	375	1128	25	36	1564	330	38	6	12	226

L M N O

Report Created
6/6/2023

Southbound			
Thru	Right		
7	250		
0%	0%		
7	260		
		Type	% Complete
0	0	NR	Expired
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	Expired
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	2	Res	0%
0	1	NR	Expired
0	0	Res	0%
0	4		
0	2		
0	2		
0	0		
0	4		
1	32		
1	31		
1	32		
8	292		

Report Created
6/6/2023

Southbound

Thru	Right
7	301
0%	0%
7	313

		Type	% Complete
0	0	NR	0%
0	0	NR	75%
0	1	NR	66%
0	0	Res	0%
0	0	NR	77.20%
0	0	Res	80%
0	0	Res	0%
0	0	NR	49%
0	3	Res	0%
0	3	NR	75%
0	0	Res	0%
0	7		
0	3		
0	4		
0	1		
0	6		

1	39
1	39
1	39
8	352

A B C D E F G H I J K

Input Data

E-W Street: Forest Hill Blvd
 N-S STREET: Florida Mango Rd
 TIME PERIOD: AM
 GROWTH RATE: 0.87%
 SIGNAL ID: 33510

COUNT DATE: 5/13/2019
 CURRENT YEAR: 2019
 ANALYSIS YEAR: 2028
 PSF: 1.03

Intersection Volume Development

	Eastbound			Westbound			Northbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left
Existing Volume	118	1750	95	133	1122	87	122	215	334	210
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	122	1803	98	137	1156	90	126	221	344	216
Committed Developments										
Summit/Congress Plaza	0	0	0	0	0	0	0	0	0	0
Circus Trix	0	0	0	0	0	0	0	0	0	0
Boutwell Road Apartments	0	0	2	3	0	0	3	0	5	0
Lake Worth Middle School	0	0	2	2	0	0	2	0	2	0
CHS Properties	0	0	0	0	0	0	0	0	0	0
2773 Public Charter School	0	0	0	0	0	0	0	0	0	0
Walmart-Palm Springs	0	0	0	0	0	0	0	0	0	0
Forest Hill / Congress Pharmacy	0	0	0	0	0	0	0	0	0	0
Golden Roads Apartments	0	0	1	1	0	0	5	0	5	0
Congress Center	0	0	0	0	0	0	0	0	0	0
Total Committed Developments	0	0	5	6	0	0	10	0	12	0
Total Committed Residential	0	0	3	4	0	0	8	0	10	0
Total Committed Non-Residential	0	0	2	2	0	0	2	0	2	0
Double Count Reduction	0	0	0	0	0	0	0	0	0	0
Total Discounted Committed	0	0	5	6	0	0	10	0	12	0
Historical Growth	10	146	8	11	94	7	10	18	28	18
Comm Dev+1% Growth	11	169	14	19	108	8	22	21	44	20
Growth Volume Used	11	169	14	19	108	8	22	21	44	20
Total Volume	133	1972	112	156	1264	98	148	242	388	236

Input Data

E-W Street: Forest Hill Blvd
 N-S STREET: Florida Mango Rd
 TIME PERIOD: PM
 GROWTH RATE: 0.87%
 SIGNAL ID: 33510

COUNT DATE: 5/13/2019
 CURRENT YEAR: 2019
 ANALYSIS YEAR: 2028
 PSF: 1.03

Intersection Volume Development

Eastbound			Westbound			Northbound			
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left

Existing Volume	99	1070	140	205	1334	113	147	149	129	99
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Peak Season Volume	102	1102	144	211	1374	116	151	153	133	102
Committed Developments										
Summit/Congress Plaza	0	7	0	0	7	0	0	0	0	0
Circus Trix	0	8	1	0	8	0	1	0	0	0
Boutwell Road Apartments	0	0	3	6	0	0	2	0	4	0
Lake Worth Middle School	0	0	0	0	0	0	1	0	1	0
CHS Properties	0	2	0	0	2	1	0	0	0	1
2773 Public Charter School	0	0	0	0	0	1	0	1	0	1
Walmart-Palm Springs	0	3	0	3	3	0	0	0	3	0
Forest Hill / Congress Pharmacy	3	8	3	0	7	0	3	0	0	0
Golden Roads Apartments	0	0	5	5	0	0	3	0	3	0
Congress Center	0	3	0	0	3	0	0	0	0	0
Total Committed Developments	3	31	12	14	30	2	10	1	11	2
Total Committed Residential	0	0	8	11	0	0	5	0	7	0
Total Committed Non-Residential	3	31	4	3	30	2	5	1	4	2
Double Count Reduction	0	0	1	1	0	0	1	0	1	0
Total Discounted Committed	3	31	11	13	30	2	9	1	10	2
Historical Growth	8	89	12	17	111	9	12	12	11	8
Comm Dev+1% Growth	13	134	24	33	159	13	23	15	22	12
Growth Volume Used	13	134	24	33	159	13	23	15	22	12
Total Volume	115	1236	168	244	1533	129	174	168	155	114

L M N O

Report Created
6/6/2023

Southbound			
Thru	Right		
183	172		
0%	0%		
188	177		
		Type	% Complete
0	0	NR	Expired
0	0	NR	Expired
0	0	Res	0%
0	0	NR	Expired
0	0	NR	82%
0	0	NR	Expired
0	0	NR	Expired
0	0	NR	Expired
0	0	Res	0%
0	0	NR	Expired
0	0		
0	0		
0	0		
0	0		
0	0		
15	14		
18	17		
18	17		
206	194		

Report Created
6/6/2023

Southbound	
Thru	Right

135	96
0%	0%
139	99

		Type	% Complete
0	0	NR	68.75%
0	0	NR	25%
0	0	Res	0%
0	0	NR	77.20%
0	0	NR	72%
1	0	NR	75%
0	0	NR	75%
0	3	NR	50%
0	0	Res	0%
0	0	NR	0%

1	3
0	0
1	3
0	0
1	3

11	8
14	12
14	12
153	111

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9301 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.96 PSCF
1	01/01/2022 - 01/01/2022	0.98	1.02
2	01/02/2022 - 01/08/2022	1.00	1.04
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.00	1.04
5	01/23/2022 - 01/29/2022	0.99	1.03
* 6	01/30/2022 - 02/05/2022	0.97	1.01
* 7	02/06/2022 - 02/12/2022	0.96	1.00
* 8	02/13/2022 - 02/19/2022	0.95	0.99
* 9	02/20/2022 - 02/26/2022	0.95	0.99
* 10	02/27/2022 - 03/05/2022	0.95	0.99
* 11	03/06/2022 - 03/12/2022	0.95	0.99
* 12	03/13/2022 - 03/19/2022	0.95	0.99
* 13	03/20/2022 - 03/26/2022	0.95	0.99
* 14	03/27/2022 - 04/02/2022	0.96	1.00
* 15	04/03/2022 - 04/09/2022	0.96	1.00
* 16	04/10/2022 - 04/16/2022	0.96	1.00
* 17	04/17/2022 - 04/23/2022	0.97	1.01
* 18	04/24/2022 - 04/30/2022	0.97	1.01
19	05/01/2022 - 05/07/2022	0.98	1.02
20	05/08/2022 - 05/14/2022	0.99	1.03
21	05/15/2022 - 05/21/2022	1.00	1.04
22	05/22/2022 - 05/28/2022	1.01	1.05
23	05/29/2022 - 06/04/2022	1.03	1.07
24	06/05/2022 - 06/11/2022	1.04	1.08
25	06/12/2022 - 06/18/2022	1.06	1.10
26	06/19/2022 - 06/25/2022	1.07	1.11
27	06/26/2022 - 07/02/2022	1.08	1.13
28	07/03/2022 - 07/09/2022	1.08	1.13
29	07/10/2022 - 07/16/2022	1.09	1.14
30	07/17/2022 - 07/23/2022	1.08	1.13
31	07/24/2022 - 07/30/2022	1.07	1.11
32	07/31/2022 - 08/06/2022	1.05	1.09
33	08/07/2022 - 08/13/2022	1.04	1.08
34	08/14/2022 - 08/20/2022	1.03	1.07
35	08/21/2022 - 08/27/2022	1.04	1.08
36	08/28/2022 - 09/03/2022	1.05	1.09
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.06	1.10
39	09/18/2022 - 09/24/2022	1.04	1.08
40	09/25/2022 - 10/01/2022	1.01	1.05
41	10/02/2022 - 10/08/2022	0.99	1.03
42	10/09/2022 - 10/15/2022	0.97	1.01
43	10/16/2022 - 10/22/2022	0.98	1.02
44	10/23/2022 - 10/29/2022	0.99	1.03
45	10/30/2022 - 11/05/2022	1.00	1.04
46	11/06/2022 - 11/12/2022	1.01	1.05
47	11/13/2022 - 11/19/2022	1.02	1.06
48	11/20/2022 - 11/26/2022	1.01	1.05
49	11/27/2022 - 12/03/2022	1.00	1.04
50	12/04/2022 - 12/10/2022	0.99	1.03
51	12/11/2022 - 12/17/2022	0.98	1.02
52	12/18/2022 - 12/24/2022	1.00	1.04
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

23-FEB-2023 09:11:22

830UPD

4_9301_PKSEASON.TXT

COUNTY: 93
STATION: 0170
DESCRIPTION: 10 AVE/LAKE WORTH - W OF SR 9/I-95 (COUNTY LINK: 4
START DATE: 10/05/2022
START TIME: 0000

TIME	DIRECTION: E					DIRECTION: W					COMBINED TOTAL	
	1ST	2ND	3RD	4TH	TOTAL	1ST	2ND	3RD	4TH	TOTAL		
0000	32	22	31	25	110	60	52	37	30	179	289	
0100	25	21	21	21	88	35	33	28	18	114	202	
0200	14	19	17	9	59	22	22	20	19	83	142	
0300	17	16	24	25	82	17	16	23	16	72	154	
0400	24	41	45	60	170	16	19	24	38	97	267	
0500	80	107	191	180	558	51	43	76	114	284	842	
0600	256	363	409	367	1395	152	184	217	295	848	2243	
0700	407	443	399	391	1640	276	285	333	360	1254	2894	
0800	404	429	411	334	1578	278	319	292	333	1222	2800	
0900	351	326	317	322	1316	287	281	253	279	1100	2416	
1000	295	313	307	296	1211	284	268	290	270	1112	2323	
1100	306	304	316	291	1217	301	281	311	303	1196	2413	
1200	340	343	349	286	1318	288	314	310	301	1213	2531	
1300	298	338	301	362	1299	311	304	303	308	1226	2525	
1400	313	329	326	360	1328	315	313	329	297	1254	2582	
1500	315	342	364	392	1413	345	350	370	397	1462	2875	
1600	427	337	415	401	1580	372	380	365	397	1514	3094	
1700	460	368	351	353	1532	199	143	85	275	702	2234	
1800	336	383	318	332	1369	261	324	340	347	1272	2641	
1900	299	291	262	258	1110	294	279	297	276	1146	2256	
2000	241	198	222	187	848	254	231	232	212	929	1777	
2100	176	169	171	151	667	157	210	189	179	735	1402	
2200	143	126	125	108	502	147	150	155	119	571	1073	
2300	85	80	65	44	274	98	91	100	69	358	632	
24-HOUR TOTALS:					22664						19943	42607

PEAK VOLUME INFORMATION				COMBINED DIRECTIONS			
DIRECTION: E		DIRECTION: W		DIRECTION: E		DIRECTION: W	
A.M.	HOUR	VOLUME		P.M.	HOUR	VOLUME	
	700	1640			730	2913	
P.M.	1630	1644			1530	1519	
DAILY	1630	1644			1600	3094	
					1600	3094	
TRUCK PERCENTAGE		8.20				6.99	
						7.63	

CLASSIFICATION SUMMARY DATABASE																
DIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTTRK
E	454	15525	3763	102	1479	99	16	57	73	5	5	15	7	0	1064	1858
W	169	14819	2945	79	737	162	203	52	86	24	5	38	9	0	615	1395
																22664
																19943

GENERATED BY SPS 5.0.0.61

PSCF = 1.03
AM
EB = 1640 x 1.03 = 1,689
WB = 1290 x 1.03 = 1,329
PM
EB = 1644 x 1.03 = 1639
WB = 1519 x 1.03 = 1565



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LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

JENNIFER MALIN, P.S.M.

December 15, 2023

To: Iramis Cabrera, Building Clerk

From: Tara Bamber, PE 

**Re: Chipotle at Village Collection of Palm Springs
Site Plan Review Letter
Engenuity Group Project No. 6001.144**

We reviewed the following which was received on 11-7-23:

1. Site Plan, 1 sheet, resubmitted 11-6-23, by Insite studio.
2. Landscape Plans, 4 sheets (LP.1-LP.4), resubmitted 11-6-23, by Insite Studio.
3. Prelim Engineering Plans, 12 sheets (C-00-C-11), dated 11-3-23, by Thomas Engineering Group.
4. AutoTurn Analysis Plan, 1 sheet, dated 11-2-23, by Thomas Engineering Group.
5. Project Description, 18 sheets, resubmitted 11-6-23, by Insite Studio.
6. Comment Log, 4 sheets, revised 11-6-23.
7. VPS Development Application, 9 sheets.

The following comments need to be addressed prior to permit approval:

1. Landscape Plans:
 - a. Review the revised landscape at the water meter and backflow preventer.
 - b. Review the light pole and drainage pipe conflict at Structure DS-203 and resolve, if needed.
2. Review Site Data areas and match proposed conditions in the Stormwater Calculations.
3. Provide Topographic Survey dated within the last year at time of Civil/Utility review.
4. Provide permits from applicable agencies including, but not limited to, SFWMD, PBC Fire Rescue, PBC Health Department, etc.
5. The Civil/Utility permit review comments are not included in this letter.

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

Cc: Lisa Tropepe, PE
Ed Horton
Chris Melendez





December 15, 2023

Shaun G. MacKenzie, P.E.
MacKenzie Engineering and Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990

**Department of Engineering
and Public Works**

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



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

**RE: Village Collection of Palm Springs
Project #: 231102
Traffic Performance Standards (TPS) Review**

Dear Mr. MacKenzie:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Study, revised December 13, 2023, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	NWC of 10 th Avenue and Florida Mango Road
PCN:	70-43-44-20-40-001-0000 and others on file
Access:	One full access driveway connection onto Florida Mango Road and one full access driveway connection onto 10 th Avenue <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Drive-In Bank = 4,081 SF
Proposed Uses:	Adding: Hotel = 236 Rooms Fast Food Restaurant w/ DT = 8,595 SF
New Daily Trips:	3,484
New Peak Hour Trips:	279 (146/133) AM; 248 (128/120) PM
Build-out:	December 31, 2028

Based on our review, the Traffic Division has determined the proposed development is within the 10th Ave North Traffic Concurrency Exception Area (TCEA); therefore, it is exempt from the TPS of Palm Beach County.

The following conditions should be added to the Development Order of this project:

- 1) No Building Permits for the site may be issued after December 31, 2028.
- 2) The Property Owner/Developer shall eliminate the existing egress driveway on 10th Avenue.
- 3) The Property Owner/Developer shall construct right turn lane east approach at the project driveway on 10th Avenue to the County minimum standards, or as approved by the County Engineer.

*"An Equal Opportunity
Affirmative Action Employer"*



Shaun G. MacKenzie, P.E.
December 15, 2023
Page 2

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

The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

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

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

Sincerely,

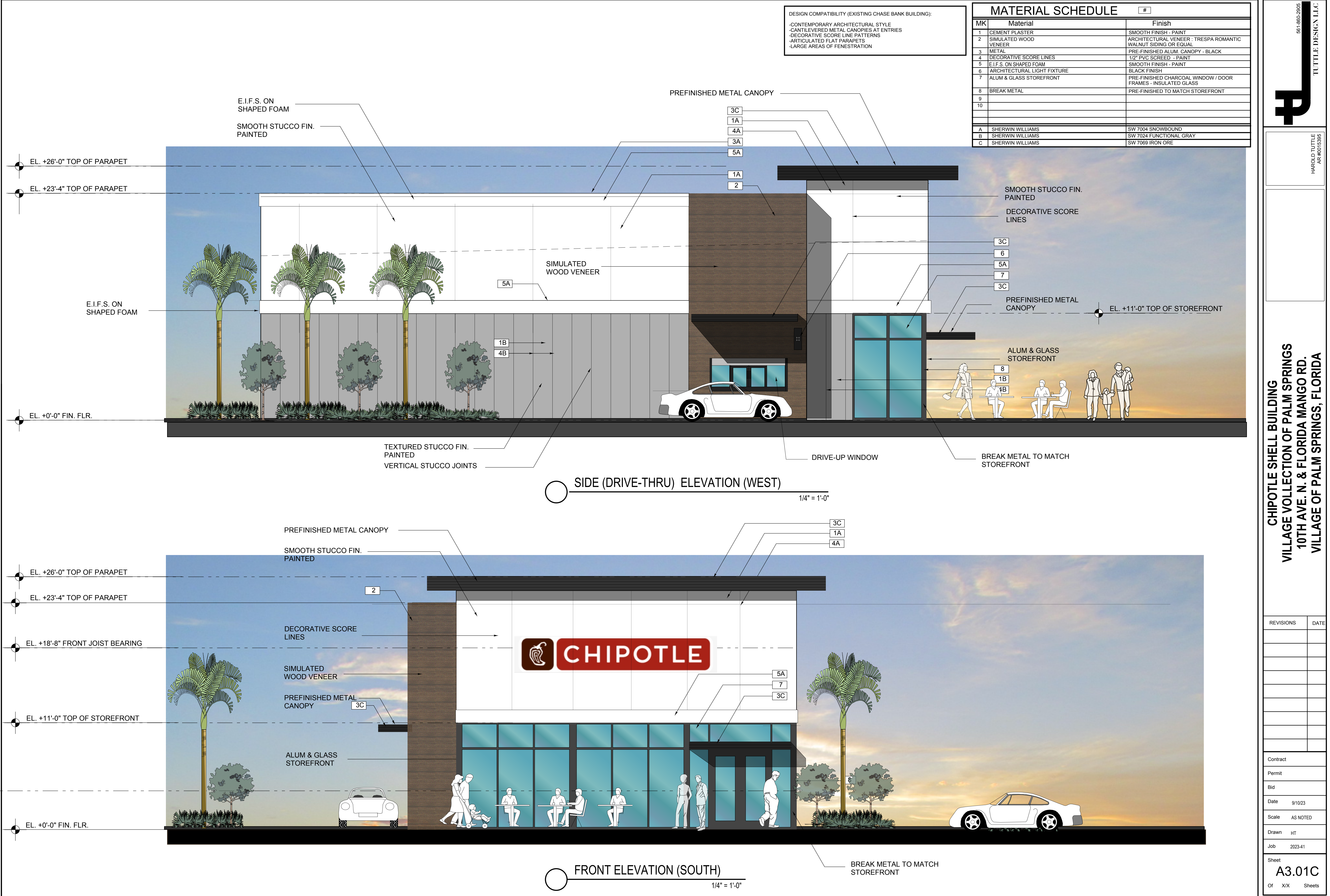
A handwritten signature in blue ink, appearing to read "Hanane Akif", with a stylized flourish at the end.

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jb

ec:

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



DESIGN COMPATIBILITY (EXISTING CHASE BANK BUILDING):

- CONTEMPORARY ARCHITECTURAL STYLE
- CANTILEVERED METAL CANOPIES AT ENTRIES
- DECORATIVE SCORE LINE PATTERNS
- ARTICULATED FLAT PARAPETS
- LARGE AREAS OF FENESTRATION

MATERIAL SCHEDULE

MK	Material	Finish
1	CEMENT PLASTER	SMOOTH FINISH - PAINT
2	SIMULATED WOOD VENEER	ARCHITECTURAL VENEER - TRESPA ROMANTIC WALNUT SIDING OR EQUAL
3	METAL	PRE-FINISHED ALUM. CANOPY - BLACK
4	DECORATIVE SCORE LINES	1/2" PVC SCREED - PAINT
5	E.I.F.S. ON SHAPED FOAM	SMOOTH FINISH - PAINT
6	ARCHITECTURAL LIGHT FIXTURE	BLACK FINISH
7	ALUM & GLASS STOREFRONT	PRE-FINISHED CHARCOAL WINDOW / DOOR FRAMES - INSULATED GLASS
8	BREAK METAL	PRE-FINISHED TO MATCH STOREFRONT
9		
10		
A	SHERWIN WILLIAMS	SW 7004 SNOWBOUND
B	SHERWIN WILLIAMS	SW 7024 FUNCTIONAL GRAY
C	SHERWIN WILLIAMS	SW 7069 IRON ORE

PREFINISHED METAL CANOPY

SMOOTH STUCCO FIN.
PAINTED

DECORATIVE SCORE
LINES

PREFINISHED METAL
CANOPY

ALUM & GLASS
STOREFRONT

BREAK METAL TO MATCH
STOREFRONT

SIDE ELEVATION (EAST)

1/4" = 1'-0"

TEXTURED STUCCO FIN.
PAINTED

VERTICAL STUCCO JOINTS

E.I.F.S. ON
SHAPED FOAM

SMOOTH STUCCO FIN.
PAINTED

EL. +18'-8" FRONT JOIST BEARING

E.I.F.S. ON
SHAPED FOAM

REAR ELEVATION (NORTH)

1/4" = 1'-0"

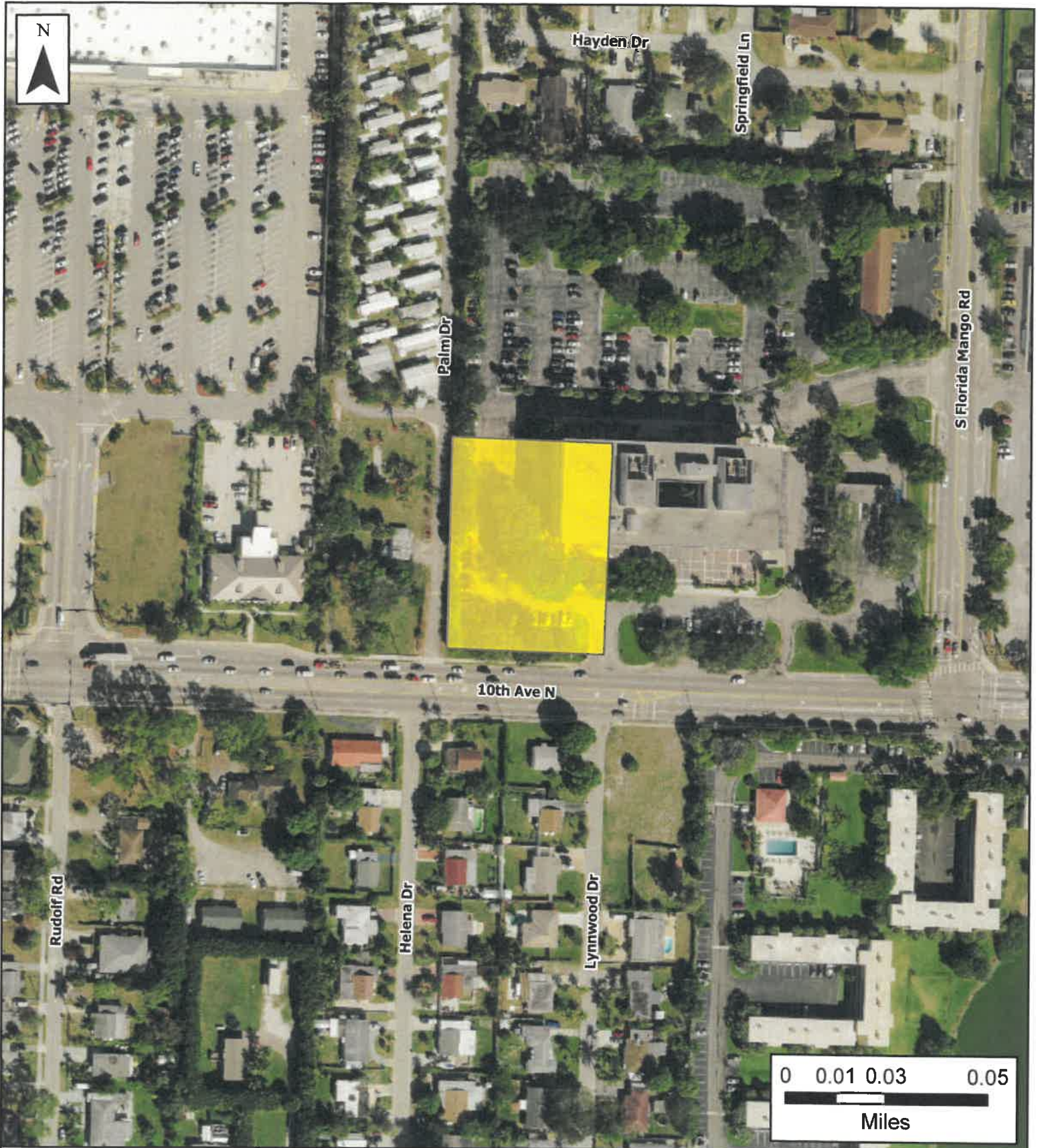
TEXTURED STUCCO FIN.
PAINTED

VERTICAL STUCCO JOINTS

CHIPOTLE SHELL BUILDING
VILLAGE COLLECTION OF PALM SPRINGS
10TH AVE. N. & FLORIDA MANGO RD.
VILLAGE OF PALM SPRINGS, FLORIDA

REVISIONS	DATE

Contract	
Permit	
Bid	
Date	9/10/23
Scale	AS NOTED
Drawn	HT
Job	2023-41
Sheet	A3.02C
Of	X/X Sheets



2665 10th Ave N

Chipotle

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

 **Chipotle**

Data Source: Property Boundary provided by Village of Palm Springs, Basemap imagery provided by ESRI online services.

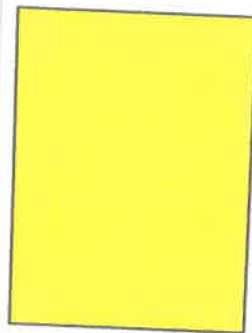


Hayden Dr

Springfield Ln

Palm Dr

S Florida Mango Rd



10th Ave N

Rudolf Rd

Helena Dr

Lynnwood Dr



2665 10th Avenue North

Chipotle

 Chipotle

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Data Source: Property Boundary provided by Village of Palm Springs.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 11, 2024

DEPARTMENT: Public Works

ITEM #19: USDOT Safe Streets and Roads for All (SS4A) Grant - \$200,000

SUMMARY: On December 13, 2023, the U.S. Department of Transportation announced the awardees for the latest cycle of the Safe Streets and Roads for All (SS4A) grants. The Village was awarded a \$200,000 Planning and Demonstration Grant for the preparation of a transportation safety action plan. The intent of this grant is to assist communities plan and design help for safer streets as part of USDOT's vision zero strategy. The Village also adopted a Vision Zero policy in November 2021.

Note: While the Village's Transportation/Mobility Plan (TPA), adopted in September 2021, contains components of a safety action plan, it does not fulfill all the requirements for a comprehensive safety action plan required for eligibility for SS4A Implementation Grants. TPA staff had recommended that the Village apply for the SS4A Planning and Demonstration Grant.

Upon completion of the safety action plan, the Village intends to apply for SS4A Implementation Grants to complete street projects, such as the proposed Davis Road and Greenbrier Drive intersection improvements that help to 1) enhance pedestrian and bicycle safety and 2) reduce vehicle speeds.

This \$200,000 federal grant requires a \$50,000 local match. Staff will be bringing forward a funding agreement at a future Council meeting.

FISCAL IMPACT:

This \$200,000 federal grant requires a \$50,000 local match.

ATTACHMENTS:

1. 2023 Safe Streets for All (SS4A) Application - Palm Springs



VILLAGE OF PALM SPRINGS



S | S
— | —
4 | A

USDOT Safe
Streets and Roads
for All (SS4A)
2023 Planning and
Demonstration
Grants



USDOT Safe Streets and Roads for All (SS4A) 2023 Planning and Demonstration Grants

Village of Palm Springs

Develop New Action Plan (only)

Results [My Profile](#) [Signup Confirmation Page](#)

Thank you for submitting an application for USDOT Safe Streets and Roads for All (SS4A) Grants Program. **Please consider this message the confirmation that you have successfully submitted your application.**

Next steps for you:

- Bookmark: <https://usg.valideval.com/>
- From now on, this is the link you'll use to log into Valid Eval.
- Make a note of the email and password you used on the previous screen.
- Login and add additional Team Members as needed. Team members will be included on any notifications of feedback.
- If there are any changes to the primary or secondary contact, please alert the SS4A team.

We will contact you via email once award determinations have been made. We are expecting two rounds of announcements: one for planning and demonstration applicants in October 2023 and a second for implementation and any outstanding planning and demonstration grants in December 2023.

If you have questions or concerns, please send an email to the SS4A Team at: ss4a@dot.gov

Good luck and please stay tuned.

Adobe Reader (Install)

To view and complete some of the forms below, you may need to install the latest version of Adobe Reader. (Apple's Preview application, for example, cannot open several of these PDFs.) The download is free and can be found here.
<https://www.adobe.com/acrobat/pdf-reader.html>

NOFO

The purpose of this notice is to solicit applications for the SS4A grants. Funds for the Fiscal Year (FY) 2023 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users.

What's New for FY 2023 Fact Sheet

This fact sheet provides an overview of program changes between FY 2022 and FY 2023 programs.

Planning and Demonstration Grant Application Checklist

This fact sheet will assist users in identifying all the application materials needed for completing your FY 2023 SS4A application

Supplemental Planning and Demonstration Fact Sheet

This fact sheet provides guidance to applicants on what constitutes supplemental planning and/or demonstration activities for the purposes of the SS4A program.

Standard Forms Fact Sheet

The Safe Streets and Roads for All (SS4A) discretionary grant program requires applicants to submit Standard Form (SF) 424 family forms to detail proposed funding, project, and lobbying information. The questions and answers in this fact sheet are intended to assist applicants in completing the SFs required for SS4A.

SF 424 Application for Federal Assistance

This Standard Form (SF) collects basic information on all applicants and it should be completed prior to entering information on the application webform. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF.

SF 424A Budget Information for Non-Construction Programs

This SF collects budget information for Planning and Demonstration applicants. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF

 [SF 424B Assurances for Non-Construction Programs](#)

This SF contains assurances for participating in federal grant programs. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF.

 [SF-LLL Disclosure of Lobbying Activities](#)

This SF contains information on applicant lobbying activities and must be completed even if an applicant does not engage in lobbying activities. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF.

 [Self-Certification Eligibility Worksheet](#)

Applicants applying for Supplemental Planning and/or Demonstration Activities only who have an existing plan in place must use this template. Applicants should not adjust the formatting or headings. Applicants should fill this form out using Adobe Acrobat or another PDF editor and not using a browser.

 [Calculating Percentage of Population in Underserved Communities Fact Sheet](#)

This fact sheet provides guidance to applicants on how to gather information and provide supporting documentation for their population underserved data.

 [Calculating Average Annual Fatality Rate Fact Sheet](#)

This document provides instructions on how to obtain the necessary data and calculate the Average Annual Motor-Vehicle-Involved Roadway Fatality Rate.

 [Match and Cost Sharing Fact Sheet](#)

This fact sheet provides guidance to applicants on what counts as match and cost sharing and tips on how to calculate the required 20% local share.

[View Submitted Profile](#)



USDOT Safe Streets and Roads for All (SS4A) 2023 Planning and Demonstration Grants

Village of Palm Springs

Develop New Action Plan (only)

[Results](#) [My Profile](#) [Signup Confirmation Page](#)

Your team is not (yet) active for evaluations.

What does this mean?

- You have successfully submitted an application! (Remember, you will NOT get a confirming email)
- One of the first steps the organizers of this cohort will take is to review your application for compliance with the submission rules and relevance for the cohort
- Applicants meeting the cohort's rules are then "Activated," which makes them eligible for formal review for the empaneled expert evaluators
- Once your submission is "Activated" you will see a different message when you log in

What things can I do right now?

- You can [view and/or edit your Profile](#)
- You may check out the instructions and file downloads from the [Team Signup Confirmation page](#)



USDOT Safe Streets and Roads for All (SS4A) 2023 Planning and Demonstration Grants

Registration

Planning and Demonstration Grant Application (CFDA #20.939)

Applications must be submitted by July 10, 2023 by 5:00 pm EDT. Late applications will not be accepted.

This application site is for applicants wishing to submit a FY 2023 application for a Planning and Demonstration grant (formerly known as an Action Plan grant). If you wish to apply for an Implementation award, please visit: https://usg.valideval.com/teams/usdot_ss4a_2023_implementation/signup

To assist in completing your application, please view the resources available at: <https://www.transportation.gov/grants/ss4a/how-to-apply>

The Notice of Funding Opportunity (NOFO), with detailed instructions on how to prepare your proposal, is located at the right of this page. Additional templates and resources are also available there as well as on the SS4A program website.

Contact Information

SS4A Program Website: <https://www.transportation.gov/grants/SS4A>

SS4A Email: ss4a@dot.gov

Telecommunications device for the deaf (TDD) is available at 202-366-3993

Valid Eval Support email: support@valideval.com or click on the help button at the top of this page.

Signup Instructions

If you do not have a Valid Eval account, complete the dark blue Sign-up box below.

If you already have a Valid Eval account, click the Login at the bottom of the dark blue Sign-up box below.

Once you have signed up and are logged into your account, the **Entity/Community Name** field below will be available for you to edit. Once you enter your Entity/Community Name the rest of the fields on this page will be available for you to edit. If you see the following message "**The Entity/Community Name (must be entered first to unlock fields below) is already registered for this cohort**". We suggest you edit the Entity/Community Name to include the grant type or the short project name.

Before starting to fill this form out, please take the time to ensure you have all the required information at hand and your final documents are ready for submission; there is a checklist provided in the box on the right below.

Files to Upload

Templates and resources related to the document uploads are located in the right-hand column. Applicants are required to use these templates, without modifications, in order for their application to be considered. When signatures are required as part of these templates, they must be signed by the applicant and not their contractors. Applicants will upload files at the bottom of this page.

All fields on this page are required unless otherwise noted.

Applicant Information

Primary applicant information should match what is indicated on the SF-424.

If possible, please include two points of contact. While contractors are permitted to develop and submit application materials on behalf an applicant, the points of contact listed below must be staff of the applicant agency. In the event we need to contact you, we usually provide only a few business days to respond. Include individuals who will be responsive or put up away messages with other points of contact from July through December 2023.

You are currently logged into Valid Eval, so this form has been auto-filled with your name and your account's primary email address and contact info. To sign up with a different account, please either log out of Valid Eval and then return to this form or open this form in an "Incognito" or "Private Browsing" window.

Primary Contact Email**Entity/Community Name (must be entered first to unlock fields below)****Primary Contact First Name****Primary Contact Last Name****Primary Telephone number****Entity/Community Type** **Adobe Reader (Install)**

To view and complete some of the forms below, you may need to install the latest version of Adobe Reader. (Apple's Preview application, for example, cannot open several of these PDFs.) The download is free and can be found here. <https://www.adobe.com/acrobat/pdf-reader.html>

 NOFO

The purpose of this notice is to solicit applications for the SS4A grants. Funds for the Fiscal Year (FY) 2023 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users.

 What's New for FY 2023 Fact Sheet

This fact sheet provides an overview of program changes between FY 2022 and FY 2023 programs.

 Planning and Demonstration Grant Application Checklist

This fact sheet will assist users in identifying all the application materials needed for

Lead Applicant State

FL

Lead Applicant UEI

GDBNMCZ6UMK5

Alternate First Name

Michael

Alternate Last Name

Wood

Alternate Telephone number

5615848200

Alternate Email

mwood@vpsfl.org

Jurisdiction Applicant Data

Does your application have additional applicants as part of a multi-jurisdictional group of eligible entities

No

Total Jurisdiction Population

26,890

All data entered above is based on the total population for the entire application area. Total jurisdiction population is based on 2020 U.S. Census American Community Survey (ACS) data and includes the total population of all Census tracts where the applicant operates or performs their safety responsibilities. If the jurisdiction includes portions of Census tracts, please include the entire Census tract population here.

Total Applicant Jurisdiction Applicant Census Tract(s):

12099004101, 12099004102, 12099004203, 12099004204, 12099004205, 1209900430

Please list the Census tract identification numbers for each tract in the applicant jurisdiction.

The count of roadway fatalities (Whole Number Only)

22

Census Tract(s) of any pilot or demonstration projects (if applicable)

Please list the Census tract identification numbers for each tract where the demonstration activities would take place.

The count of roadway fatalities from the most recent five years of data (either 2016-2020 or 2017-2021) in the jurisdiction based on DOT's Fatality Analysis Reporting System (FARS) data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information. This should be a whole number.

Alternative Fatality Data Source

If using a dataset other than FARS, list your source. Provide a hyperlink here or upload the data in the Alternative Fatality Data section at the end of this form.

Total Average Annual Fatality Rate (per 100,000 population)

6.7

Fatality Rate per 100,000 persons: the fatality rate calculated using the 5-year annual average from the total count of fatalities from based on FARS data, an alternative traffic fatality dataset, or a comparable data set with roadway fatality information, which is divided by the population of the applicant's jurisdiction based on 2020 U.S. Census ACS population data. The rate should be normalized to per 100,000 persons.

Total Percent of Population in Underserved Communities Census Tract(s)

55

Identify the percent of population in underserved communities. The population in underserved communities should be a percentage obtained by dividing the population living in project-area Census tracts with an Underserved Community designation by the total population living in the project area. The population must be based on 2020 Census Data. You must use the DOT Equitable Transportation Community Explorer tool (ETCE) or the Climate and Economic Justice Screening tool (CEJST) and upload a screenshot of your results. See "Calculating Percentage of Population in Underserved Communities" fact sheet.

completing your FY 2023 SS4A application

Supplemental Planning and Demonstration Fact Sheet

This fact sheet provides guidance to applicants on what constitutes supplemental planning and/or demonstration activities for the purposes of the SS4A program.

Standard Forms Fact Sheet

The Safe Streets and Roads for All (SS4A) discretionary grant program requires applicants to submit Standard Form (SF) 424 family forms to detail proposed funding, project, and lobbying information. The questions and answers in this fact sheet are intended to assist applicants in completing the SFs required for SS4A.

SF 424 Application for Federal Assistance

This Standard Form (SF) collects basic information on all applicants and it should be completed prior to entering information on the application webform. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF.

SF 424A Budget Information for Non-Construction Programs

This SF collects budget information for Planning and Demonstration applicants. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF.

SF 424B Assurances for Non-Construction Programs

This SF contains assurances for participating in federal grant programs. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF.

SF-LLL Disclosure of Lobbying Activities

This SF contains information on applicant lobbying activities and must be completed even if an applicant does not engage in lobbying activities. Applicants must ensure information on this SF is consistent with information completed on the webform. Applicants should not modify this SF.

Self-Certification Eligibility Worksheet

Applicants applying for Supplemental Planning and/or Demonstration Activities only who have an existing plan in place must use this template. Applicants should not adjust the formatting or headings. Applicants should fill this form out using Adobe Acrobat or another PDF editor and not using a browser.

Calculating Percentage of Population in Underserved Communities Fact Sheet

This fact sheet provides guidance to applicants on how to gather information and provide supporting documentation for their population underserved data.

Calculating Average Annual Fatality Rate Fact Sheet

This document provides instructions on how to obtain the necessary data and calculate the Average Annual Motor-Vehicle-Involved Roadway Fatality Rate.

Select which tool you are using to determine Underserved Community designation.

- ☒ DOT Equitable Transportation Community Explorer
- ☐ OMB Climate and Economic Justice Screening Tool
- ☐ Tribal area – identified in NOFO as Underserved
- ☐ U.S. territory – identified in NOFO as Underserved

Regional Coordination

Please use the following map to review FY 2022 SS4A awardees to identify whether an award was made in your region in the last funding round:
<https://www.transportation.gov/grants/ss4a/2022-awards>. After reviewing the map and awardee list, respond to the questions below:

Have you received, or is your jurisdiction covered by, previous year funding for an SS4A grant?

- ☒ No
- ☐ Yes, received FY22 grant to develop or complete an Action Plan
- ☐ Yes, received FY22 funding for supplemental planning activities
- ☐ Yes, jurisdiction included in a regional or multijurisdictional Action Plan effort that received FY22 funding
- ☐ Yes, jurisdiction included in a regional or multijurisdictional Implementation Grant effort that received FY22 funding
- ☐ Yes, received FY22 funding for an Implementation grant

Other Entities

No

Are there any other entities applying for SS4A FY23 Planning and Demonstration Grants that also have planning responsibility over your jurisdiction (e.g., local government, county, Federally recognized Tribe, transit authority, Metropolitan Planning Organization, Regional Planning Commission, Council of Governments, or other regional planning organization)?

If answer is "Yes" to the above questions, please explain how the proposed application activities differ or complement the other efforts.

If answer is "Yes" to the above questions, please affirm that you coordinated with the other relevant entities prior to applying:

- ☐ I affirm that my entity/community has coordinated with the relevant jurisdictions, and I will coordinate with other entities that have planning responsibility over the jurisdiction to reduce fatalities and serious injuries within our shared planning areas if awarded.
- ☐ I did not coordinate with any relevant jurisdictions, and/or I do not affirm that my entity/community will coordinate with other entities that have planning responsibility over the jurisdiction to reduce fatalities and serious injuries within our shared planning.
- ☒ N/A

Project Information

Project Title

SS4A Planning and Demonstration Grant to the Village of Palm Springs in the State of FI

Enter a concise, descriptive title for the project. This should be the same title used in the SF-424 form, line 15, and the application narrative. The title should be no more than 15 words.

Project Goal

The Village of Palm Springs is requesting \$200,000 in grant funding and will provide a local match of \$50,000 to develop a Comprehensive Safety Action Plan. The plan will impact safety through the completion of several tasks, including public engagement, analysis of existing conditions, and historical trends.

In 2-3 sentences, describe the problem to be solved from this project.

Project Cost

Information provided in this section should be consistent with the information provided in the SF-424 and SF-424A attachments. Whole numbers are required (no cents). The Federal share of the SS4A grant may not exceed 80% of the Total Eligible Costs. For more information on project costs and local match, see fact sheets in the right sidebar.

Total Federal Funding Request

200,000

Total Local Contribution/Match

Match and Cost Sharing Fact Sheet

This fact sheet provides guidance to applicants on what counts as match and cost sharing and tips on how to calculate the required 20% local share.

50,000

May include cents, must be equal to, or greater than, 20% of total project cost

Total Project

250,000

Total project cost is the sum of the local share/match and Federal share.

Total Project Cost for Lead Applicant's State or Tribe

200,000

Allocate Federal funding request amounts by State based on where the funds are expected to be spent. If the planning activity will take place in only one State, put the full Federal funding request amount.

Total Project Cost of Additional State 1 (optional)

0

Total Project Cost of Additional State 2 (optional)

0

Application Type

Applicants may apply for a combination of activity types. If applicant wishes to apply for Demonstration or Supplemental Planning Activities, they must also develop/complete an Action Plan OR provide a self-certification checklist certifying they have an existing Action Plan in place OR affirm that they are in the process of completing an Action Plan that will contain all of the elements included in NOFO Table 1.

If selected Demonstration or Other Supplemental Planning Activities below, please indicate what type of Demonstration or Other Supplemental Planning Activities:

- ☐ Quick Build/Tactical Urbanism (e.g., paint, plastic bollards, etc.)
- ☐ Demonstration/Pilot of Behavioral Program
- ☐ Demonstration/Pilot of Operational Program
- ☐ Demonstration/Pilot of technology to support safety planning and analysis
- ☐ Road Safety Audits
- ☐ Additional Analysis (e.g., speed or lighting studies)
- ☐ Expanded Data Collection (e.g., targeted equity assessments)
- ☐ Complementary Planning (e.g., Accessibility and Transition plans, Other]
- ☐ Add elements to and/or update existing Comprehensive Safety Action Plan
- ☐ MUTCD Engineering Studies that further safety applications of the MUTCD (e.g., evaluating warrants for traffic signal installation, high-visibility crosswalk markings, bike lane treatments, etc.)

If applying for funding for ONLY supplemental planning or demonstration activities, please select one of the following:

- ☐ Existing plan (provided below) meets the criteria in the Self-Certification Eligibility Worksheet
- ☐ Action Plan under development will meet all of the criteria included in NOFO Table 1
- ☒ N/A

If selected "Existing plan (provided below) meets the criteria in the Self-Certification Eligibility Worksheet," please provide a weblink to the plan that serves as the Comprehensive Safety Action Plan or established plan(s) that are substantially similar. This may also be attached as a supporting PDF document instead in the "Action Plan" file; if this is done, indicate "see Action Plan" in the box below.

Application Type

Develop New Action Plan (only)

SF-424 Application for Federal Assistance (required) (pdf file)

SF424_4_0-V4.0 Palm Springs.pdf

Drop file here or [click](#)

SF-424A Budget Information for Non-Construction Programs (required) (pdf file)

SF424A-V1.0.pdf

Drop file here or [click](#)

SF-424B Assurances for Non-Construction Programs (required) (pdf file)

SF424B Palm Springs.pdf

Drop file here or [click](#)

SF-LLL Disclosure of Lobbying Activities (required) (pdf file)

SFLLL_2_0-V2.0 Palm Springs.pdf 

Drop file here or [click](#)

Narrative (required) (pdf file)

Safe Streets Narrative - Palm Springs.pdf 

Drop file here or [click](#)

Map (required) (pdf file)

Palm Springs Map.pdf 

Drop file here or [click](#)

Screenshot of DOT Equitable Transportation Community Explorer Tool or Climate and Economic Justice Screening Tool (required)
(pdf file)

DOT ETC Population Data.pdf 

Drop file here or [click](#)

Self-Certification Eligibility Worksheet (required only if applying for only for demonstration or supplemental planning activities, and other conditions are not met)
(pdf file)

Drop file here or [click](#)

Action Plan (required only if applying only for demonstration or supplemental planning activities, and other conditions are not met)
(pdf file)

Drop file here or [click](#)

Budget Narrative (required only for demonstration or supplemental planning activities) (pdf file)

Drop file here or [click](#)

Information on joint applicants (if applicable) (pdf file)

Drop file here or [click](#)

Alternative Fatality Data (if using alternative to FARS) (pdf file)

Drop file here or [click](#)

Letters of Support (optional) (pdf file)

2023.06.27 TPA letter of support - Palm Springs SS4A.pdf 

Drop file here or [click](#)

Supporting Documents (optional) (pdf file)

Drop file here or [click](#)

Save progress

Submit Application

KEY INFORMATION TABLE

Lead Applicant	Village of Palm Springs
If Multijurisdictional, additional eligible entities jointly applying	N/A
Total jurisdiction population per ACS 2020	26,890
Count of motor-vehicle-involved roadway fatalities from 2017 to 2021	22
Fatality rate per 100,000 persons per DOT ETC	6.7
Action Plan Type	New Action Plan
Population in Underserved Communities per DOT ETC	55%
States(s) in which projects and strategies are located	Florida
Costs by State (if project spans more than one State)	\$200,000

NARRATIVE

The Village of Palm Springs, Florida, is 4.2 square miles located in Palm Beach County, 61 miles north of Miami, 4 miles west of the Intracoastal Waterway, and 5 miles west of the Atlantic Ocean. The NHTSA reported that there were 22 motor vehicle-involved roadway fatalities from 2017-2021. Over 55% of the population lives in areas designated Disadvantaged by the DOT Equitable Transportation Community (ETC) using full Census Tracts. The median household income is \$51,358, which is less than that of the State of Florida.

As a member community of the Palm Beach Transportation Planning Agency, the Village of Palm Springs is a proud partner in finding solutions to achieve the current target of zero deaths in the Village of Palm Springs. The Palm Beach TPA has set a target of zero fatalities, serious injuries, and number of non-motorized fatalities and serious injuries beginning in 2021. To support its commitment to Vision Zero, the TPA also adopted a Vision Zero Action Plan in 2019 and an updated version in 2021. The TPA's Vision Zero Action plan includes encouraging Palm Beach County and its 39 municipalities to adopt Vision Zero policies and local action plans to advance community safety. The Village of Palm Springs is a frequent advocate for Complete Streets through its capital infrastructure program and was one of Palm Beach County's first municipalities to adopt a Vision Zero Policy in November 2021 (Resolution No. 2021-36).

The Village of Palm Springs will ensure the Action Plan prioritizes safety by identifying areas with high accident rates or potential hazards and proposing a solution to mitigate them. This may involve adding traffic signals, improving signage, implementing traffic calming measures, or enhancing pedestrian and cyclist infrastructure. By addressing safety concerns, these plans can help reduce the risk of accidents and injuries, making the community safer for all road users. The comprehensive safety action plan will lead to the development of strategies and projects that will address both existing and future vulnerabilities for motorists and other non-motorized users within the transportation system. Through the assessment of the existing data and policies, significant public engagement and an equity analysis based on the population characteristics of the community, the Plan will result in an effective tool for the City to provide safe streets for all.

Developing a successful Action Plan involves public engagement and collaboration. The Village will work with community members, stakeholders, nonprofit groups, and community groups to ensure public feedback is included in the project. This will include online surveys through the Village website and social media platforms requesting public feedback about roadway safety and recommendations for areas of concern. This will also include in-person meetings held across the Village to ensure a large cross-section of residents are being heard and will allow a robust response from the residents regarding the Action Plan. The Action Plan and the process to develop it will be transparent to the residents through public meeting minutes and draft report development being available online for the public to review. This significant public outreach and transparency will be needed to address inequality within the system.

To ensure an inclusive and representative process, an equity analysis is needed. This analysis will focus on initial equity impacts on underserved communities within the Village. These communities will be identified through data and other analyses in collaboration with appropriate partners. The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies. The Village has a diverse population that includes thousands of minorities, ethnicities, and older adults. According to the U.S. Census, the Village is 58.5% Hispanic, 18.6% White, 16.9% Black, and 4.8% Asian, with the remaining percentage including other ethnicities. The underserved communities of the population are often the most vulnerable to vehicle-related fatalities and injuries.

The Village of Palm Springs is planning for its Action Plan to improve traffic flow and reduce congestion. The Village will consider factors such as traffic volume, peak travel times, and bottlenecks to identify areas where improvements are needed. By implementing strategies like adding lanes, optimizing signal timing, or creating alternative routes, these plans can enhance transportation efficiency, reduce travel times, and improve overall mobility in the community.

BUDGET

Village of Palm Springs Action Plan			
	Estimated Cost	Federal Request	Local Match
Kick Off Meeting	\$4,500	\$3,600	\$900
Data Collection	\$46,000	\$36,800	\$9,200
Community Engagement	\$42,500	\$34,000	\$8,500
Draft Action Plan	\$118,000	\$94,400	\$23,600
Final Action Plan	\$39,000	\$31,200	\$7,800
TOTAL	\$250,000	\$200,000	\$50,000

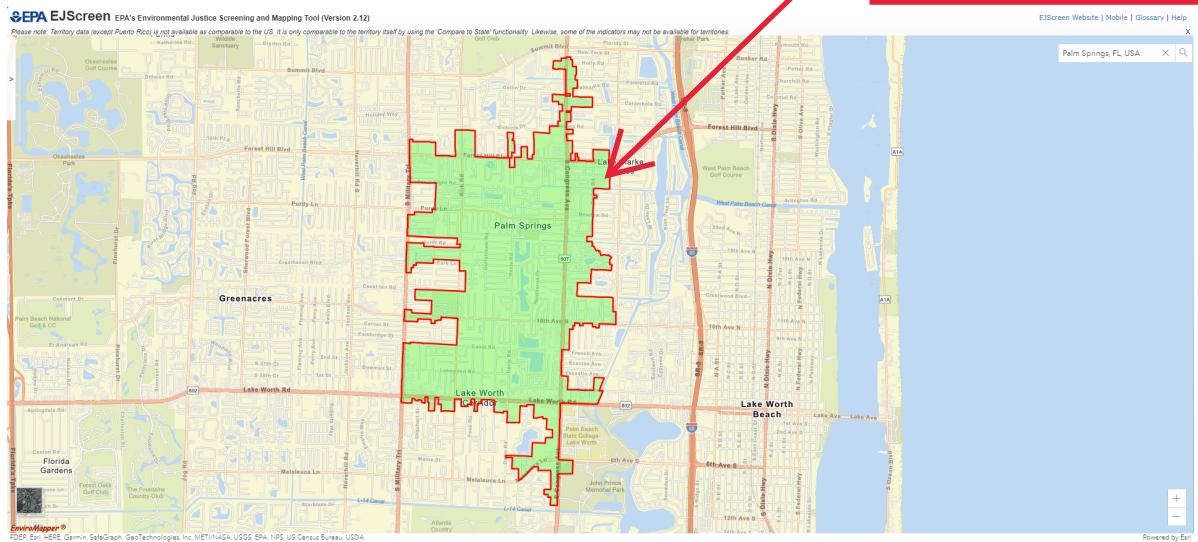
All SS4A funds and the local share will be used for contractual services. The Village will engage a qualified transportation planning consultant to develop the Plan through an open procurement process. The consultant will work with Village staff, including the Village Manager, Finance, and the Public Works Departments, to ensure the successful development of the Plan.

VILLAGE OF PALM SPRINGS

Areas Affected By Project



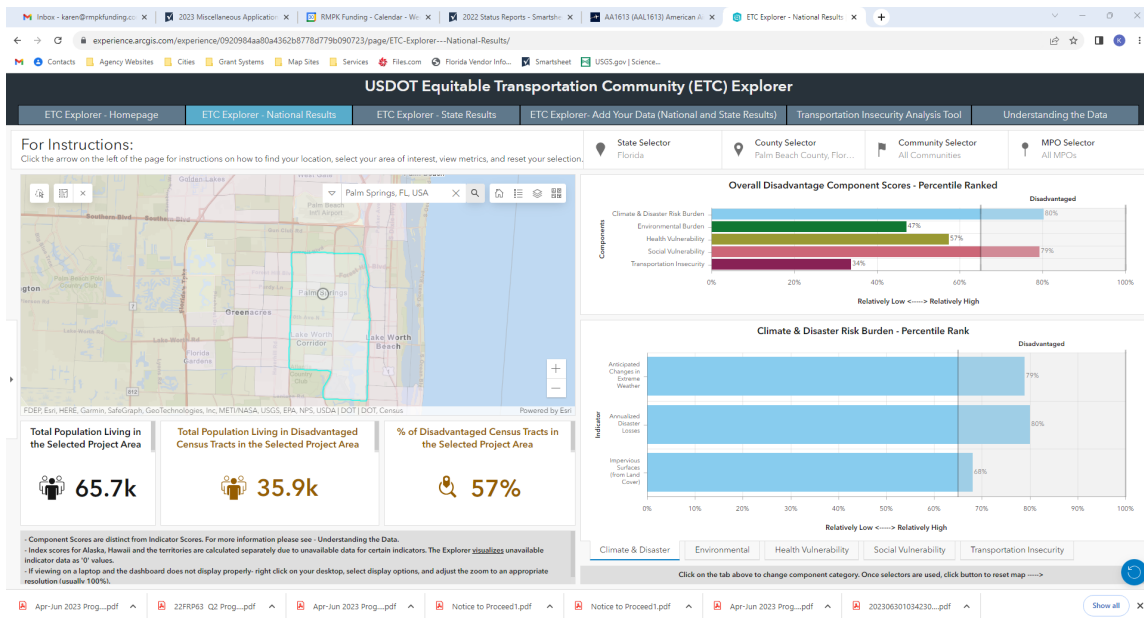
Village of Palm Springs,
Florida



Village of Palm Springs,
Florida

VILLAGE OF PALM SPRINGS

Screenshot of DOT ETC



- **Key Information Questions:** Below is a preview list of the questions that are asked on USDOT's automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2023_planning_demo/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 2: Example Planning and Demonstration Application Key Information Table

Title	Instructions
Lead Applicant Name	Village of Palm Springs
Lead Applicant Unique Entity Identifier (UEI)	GDBNMCZ6UMK5
Eligible Entity Type	A political subdivision of a State or territory
Do you have additional applicants as part of a multijurisdictional group of eligible entities?	No
Total Applicant Jurisdiction Population	26,890
Total Applicant Jurisdiction Applicant Census Tract(s)	12099004101, 12099004102, 12099004203, 12099004204, 12099004205, 12099004300, 12099004500, 12099004601, 12099004602, 12099004903, 12099004904, 12099005000
Census Tract(s) of any pilot or demonstration projects (if applicable)	N/A
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last five years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	22
Total Average Annual Fatality Rate (per 100,000 population)	6.7 (22/5/65,700)*100,000
Total Percent of Population in Underserved Communities Census Tract(s)	55%
Project Title	SS4A Planning and Demonstration Grant to the Village of Palm Springs in the State of Florida
Application Type (select all that apply)	Develop a new Action Plan
Description of Supplemental Planning and Demonstration Activities (if relevant)	N/A
Total Federal Funding Request	200,000
Total Local share/Match	50,000
Total Project Cost	\$250,000
Regional Coordination	N/A

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

07/10/2023

4. Applicant Identifier:

5a. Federal Entity Identifier:

GDBNMCZ6UMK5

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Village of Palm Springs

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

596020405

*** c. UEI:**

GDBNMCZ6UMK5

d. Address:

*** Street1:**

226 Cypress Lane

Street2:

*** City:**

Palm Springs

County/Parish:

*** State:**

FL: Florida

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

33461-1604

e. Organizational Unit:

Department Name:

Public Works

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Tim

Middle Name:

*** Last Name:**

Crespo

Suffix:

Title: Assistant Public Works Director

Organizational Affiliation:

Village of Palm Springs

*** Telephone Number:**

561-584-8200 ext 8959

Fax Number:

*** Email:**

tcrespo@vpsfl.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

DEPARTMENT OF TRANSPORTATION

11. Catalog of Federal Domestic Assistance Number:

20.939

CFDA Title:

Safe Streets and Roads for All

* 12. Funding Opportunity Number:

DOT-OST-2023-0048

* Title:

USDOT FY23 Safe Streets and Roads for All Funding

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Palm Springs Map.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

SS4A Planning and Demonstration Grant to the Village of Palm Springs in the State of Florida

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	200,000.00
* b. Applicant	50,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	250,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Safe Streets and Roads for All Discretionary Grant Opportunity	20.939	\$	\$	\$ 200,000.00	\$ 50,000.00	\$ 250,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 200,000.00	\$ 50,000.00	\$ 250,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Safe Streets and Roads for All Discretionary Grant Opportunity				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	250,000.00				250,000.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	250,000.00				\$ 250,000.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 250,000.00	\$	\$	\$	\$ 250,000.00
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Safe Streets and Roads for All Discretionary Grant Opportunity	\$ 50,000.00	\$	\$	\$ 50,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 50,000.00	\$	\$	\$ 50,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 200,000.00	\$ 200,000.00	\$	\$	\$
14. Non-Federal	\$ 50,000.00	\$ 50,000.00			
15. TOTAL (sum of lines 13 and 14)	\$ 250,000.00	\$ 250,000.00	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Safe Streets and Roads for All Discretionary Grant Opportunity	\$ 250,000.00	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 250,000.00	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:		22. Indirect Charges:	
23. Remarks:			

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

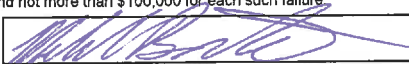
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Michael Bornstein, Village Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
Village of Palm Springs	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name: Village of Palm Springs * Street 1: 226 Cypress Lane Street 2: _____ * City: Palm Springs State: FL: Florida Zip: 33461 Congressional District, if known: FL-022		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: DEPARTMENT OF TRANSPORTATION	7. * Federal Program Name/Description: Safe Streets and Roads for All CFDA Number, if applicable: 20.939	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: No Lobbyists to Report Middle Name: _____ * Last Name: No Lobbyists to Report Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: No Lobbyists to Report Middle Name: _____ * Last Name: No Lobbyists to Report Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix: _____ * First Name: Michael Middle Name: _____ * Last Name: Bornstein Suffix: _____ Title: Village Manager Telephone No.: 561-584-8200 EXT 8410 Date: 7-6-23		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



June 27, 2023

SS4A Program
US Department of Transportation
1200 New Jersey Avenue SE
W84-322
Washington, DC 20590

RE: Letter of Support for the Village of Palm Springs, FL SS4A Vision Zero Action Plan Grant Application

To Whom it May Concern,

The Palm Beach Metropolitan Planning Organization d/b/a the Palm Beach Transportation Planning Agency (TPA) supports the Village of Palm Springs Safe Streets and Roads for All (SS\$A) Grant Application to create a Vision Zero Action Plan.

The TPA's vision is a safe, efficient, and connected multimodal transportation system. The TPA Governing Board adopted targets of zero traffic-related fatalities and serious injuries first in February 2018 and has annually renewed this commitment in subsequent years. To support its commitment to Vision Zero, the TPA also adopted a Vision Zero Action Plan in 2019 and an updated version in 2021. The TPA's Vision Zero Action plan includes encouraging Palm Beach County and its 39 municipalities to adopt Vision Zero policies and local action plans to advance community safety. The Village is a frequent advocate for Complete Streets through its capital infrastructure program and was one of Palm Beach County's first municipalities to adopt a Vision Zero Policy in November 2021 (Resolution No. 2021-36).

In the Village of Palm Springs, a total of twenty-one (21) people died in vehicle-related crashes from 2017 to 2021, a fatality rate of 15.78 per 100,000 persons according to the Fatality Analysis Reporting System and US Census Data. Many of the High Injury Network locations identified in the TPA's Action Plan traverse the Village of Palm Springs. The TPA commends the Village of Palm Springs for their leadership in pursuing this SS4A grant to develop and implement a Vision Zero Action Plan following a Safe Systems approach in accordance with SS4A guidelines.

The TPA looks forward to collaborating with the Village on the development and implementation of their Vision Zero Action Plan. I am pleased to support this grant application and appreciate your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Valerie Neilson". The signature is fluid and cursive.

Valerie Neilson, AICP
Executive Director, Palm Beach TPA