



AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
FEBRUARY 8, 2024
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 Christy Goddeau
- ☐ Village Clerk Kimberly Wynn

If an individual wishes to challenge any decision made by the Council regarding any matter under consideration, they must have a copy of the proceedings. To do so, they may need to ensure that a complete and accurate record of the proceedings is available. This recording should include all testimonies and evidence that will form the basis of the appeal.

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. **January 11, 2024, Village Council Regular Meeting Minutes:** Motion for the approval of the January 11, 2024, Village Council Regular Meeting Minutes.
Staff:
2. **Approval of Employee Medical, Dental & Other Benefits (FY 2024) Budget Funded):** Motion for the approval of staff's recommendation to transition to Cigna Health Insurance for medical benefits other insurance benefits. Funding is available from the FY24 Budget.
Staff: Ashley Saingilus, Human Resources Director
3. **Resolution No. 2024-03 Palm Springs Community Redevelopment Agency (CRA) - FY 2024 Budget Amendment:** This motion is to approve Resolution No. 2024-03 amending the FY24 operating budget to allow Palm Springs Community Redevelopment Agency (CRA) to increase its budget by \$445,644 to reflect remaining fund balances by September 30, 2023 (FY23), resulting in a proposed increase of \$2,851,367.
Staff: Kimberly Glas-Castro, Assistant Village Manager
4. **Work Authorization No. KH-U22 - 2024 Water & Wastewater Rate Study, Revenue Sufficiency, and Capital Charges Analysis Update (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn and Associates.:** Motion to approve the Work Authorization No. KH-U22 with Kimley-Horn Associates Inc. for \$123,000.00 for professional engineering services associated with the water & wastewater rate study and capital improvement program. Funding is available from the FY 2024 Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
5. **Equipment Purchase - Cooperative Purchase - Tradewinds Power Corp. - Utilities Department (FY 2024 Budget Funded):** Approve a Cooperative Agreement Purchase utilizing the Sheriff's Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA23-EQU 21.0 – Equipment – October 1, 2023) to purchase one (1) portable generator for \$75,810.00 from Tradewinds Power Corp. Funds to support this proposed purchase are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
6. **Resolution No. 2024-04 - Interlocal Agreement - Wastewater Service and Wastewater Facilities Cost Sharing - Amendment 1 - Utilities Department:** Motion for the approval of Resolution 2024-04 of an Interlocal Agreement between The City of Lake Worth Beach and the Water and Sewer Enterprise Fund. The agreement provides wastewater service and facilities cost-sharing services from September 30, 2023, until September 30, 2033, with two renewal options. **(STAFF HAS REQUESTED THIS ITEM BE POSTPONED)**
Staff: Paul Ward, Assistant Director of Utilities

7. **Work Authorization No. KH-U21 - Water Treatment Plant Facilities Plan (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn and Associates:** Motion to approve Work Authorization No. KH-U21 with Kimley Horn and Associates for the amount of \$98,650.00 for professional engineering services related to a Water Treatment Plant Facilities Plan. Funding to support the WTP Facilities Plan is available within the FY24 Water & Sewer Enterprise Fund.
Staff: Paul Ward, Assistant Director of Utilities
8. **Authorize Motor and Pump Repair Agreement - Piggyback - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Tripp Electric Motors, Inc:** Motion to approve a piggyback agreement through Martin County to Tripp Electric Motors to employ the services of a vendor to assist in the repair of motors and pumps throughout the Village's wastewater collection system (i.e. lift station pumps to pump sewage) and two (2) water treatment plants (i.e. high service pumps to deliver drinking water to our customers. Funding to support purchases under this proposed authority to purchase is 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.
Staff: Paul Ward, Assistant Director of Utilities
9. **Request to Authorize Police Forfeiture Fund Expenditure – Computer Voice Stress Analyzer (CVSA) System and Officer Training:** Provide authorization for staff to utilize Forfeiture Funds to purchase one CVSA system and to train two officers for its use for a total expenditure of \$9,995. Funding is available from the Police Forfeiture Fund.
Staff: Thomas Ceccarelli, Police Chief
10. **Work Authorization No. CT-S02 – Bermuda Road Drainage Improvements - Public Works Department (FY 2024 - Stormwater Enterprise Fund) - Craven Thompson & Associates, Inc.:** Motion for the approval of Work Authorization No. CT-S02 with Craven Thomas & Associates, Inc. in the amount of \$88,015.00 for professional engineering services and related tasks associated with Bermuda Road Drainage Improvements. Funding is available from the Stormwater Enterprise Fund.
Staff: Timothy Crespo, Assistant Public Works Director
11. **Recognize Palm Beach Preparatory Charter Academy Panther Day Proclamation - February 2, 2024**
Staff: Kimberly Wynn, Village Clerk
12. **Proclamation Recognizing Crossing Guard Appreciation Day on February 9, 2024**
Staff: Kimberly Wynn, Village Clerk

13. **Proclamation Recognizing Women in Construction Week - March 3, 2024 - March 9, 2024**

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

14. **(First Reading) Ordinance No. 2024-03 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations:** Motion to approve Ordinance No. 2024-03 to amend Chapter 10 to the Village Code of Ordinances which provides that the Florida Building Code is revised every three (3) years by the state and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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- 14A. **Work Authorization No. EG - PZB24 - 2024 Consulting Services for Plan Review and Inspection Services - Engenuity Group, Inc.:** Approve Work Authorization No. EG-PZB24-2024 with Engenuity Group, Inc., for Consulting Services for Plan Review and Inspection Services. Funding to support Work Authorization No. EG - PZB24-2024. **(ADDENDUM)**

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

15. **Discuss the Selection of a Design for the LED Messaging Signs:** The staff is seeking direction from the Council through a consensus about the design of the new Village LED Messaging Signs in keeping with the branding colors and themes approved in April 2022.

Staff: Kimberly Glas-Castro, Assistant Village Manager, Juan Ruiz, Director of Parks and Recreation

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING

THURSDAY, MARCH 14, 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



**MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
JANUARY 11, 2024 AT 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:34 p.m. (Immediately following the CRA Meeting).

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Planning, Zoning and Building Director Iramis Cabrera, Assistant Public Works Director Timothy Crespo, Parks and Recreation Supervisor II Garrett Pearson, Parks and Recreation Special Events Coordinator Emeric Jeancome, and Parks and Recreation Supervisor I Shaun Alkins.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council Lead the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Bornstein noted there were changes to Item 4, Approval of a Professional Services Agreement to Appoint Keith Davis Law Team as Special Magistrate (updated agreement that permits anyone from Keith Davis Law Team to act as Special Magistrate). Item #12 Resolution No. 2024-02 Contract for the Sale and Purchase of 275 Alameda Drive (the Resolution is updated). Lastly, Item #16 (Quasi-Judicial Hearing) Resolution No. 2023-52 (Condition #6 on the Staff Report was updated for clarification).

Vice Mayor Brinkman made a motion to approve the agenda as presented and Council Member Ready made a second. The said motion carried 5-0.

CONSENT AGENDA

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

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

Mr. Ralph Wiles has applied for 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.

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 (\$210.00) 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

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.

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

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.

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

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 ending 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.

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

SUMMARY: The Police Department entered into a Master Purchase License and Services Agreement with Global Software (TAC10) on November 8, 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.

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

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.

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 are available within the FY 2024 Budget - General Fund Allocated/Estimated Project Funding.

Staff: Thomas Ceccarelli, Police Chief

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 stripping 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.

End of Consent Agenda....

Mayor Smith called for public comment on the Consent Agenda. There was none.

Mayor Pro Tem Waller made a motion to approve the Consent Agenda, and Council Member Schmitz approved it. The said motion carried 5-0.

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, Parks and Recreation Director

Mr. Pearson and Mr. Alkins talked about the new Rec on the Moove initiative that brings mobile parks and recreation activities to the neighborhoods in an effort to get children active. They held a contest for students at G Star School of Arts to create a logo for the initiative. The declared winner was Petra Germain's design with the winning logo. The Village designed shirts, Frisbees, bags, and other tokens to distribute to participants in the Rec on the Moove program. Mr. Pearson presented Ms. Germain with a certificate of recognition, and she took a picture with the Council.

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

Staff: Juan Ruiz, Parks and Recreation Director

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. Mr. Pearson, Mr. Jeancome, and Mr. Adkins presented the Holiday Decorating Contest winners. Each winner received a check, certificate and a picture with the Council.

Fiscal Impact: Funding for the Christmas Decorating Contest Awards is available within the FY 2024 Budget - General Fund - Public Works - Trophies and Awards.

PUBLIC COMMENT

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

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 Alemeda 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

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.

The Assistant Village Manager, Mrs. Glas-Castro, introduced this item.

She explained that the Village had the desire to procure the property at 275 Alameda Drive (PCN 70-43-44-18-37-060-0090). The Village and Church (property owner) negotiated a purchase price of \$2.1 million. The item's purpose is to provide the Village Manager with the authority to proceed with the closing.

At this point, the Village Manager returned to the dais and discussed the intent and next steps of the purchase. He explained that the closing is expected in February.

Mayor Smith offered the public and Council an opportunity to comment. There were no further comments. Village Attorney Goddeau read the title of the caption to the record.

Council Member Ready made a motion to approve Resolution No. 2024-02, and Mayor Pro Tem Waller seconded the motion. The said motion carried 5-0.

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

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Council will conduct the annual performance evaluation of the Village Manager, Mr. Michael Bornstein.

Mayor Smith introduced this item. Each of the Council Members summarized their evaluation of the Village Manager. They were pleased with employee morale and the changes around the Village. They agreed that the Manager deserved a 5% increase.

Council Member Ready made a motion to approve the Village Manager Agreement with a 5% increase, and it was seconded by Council Member Waller. The said motion carried 5-0.

Village Manager Bornstein gave comments. He appreciated the council and employees for their hard work and support.

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

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 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.

The Village Clerk, Ms. Wynn, read the statement of advertisement on the record. The Village Attorney, Ms. Goddeau, read the title of the caption to the record.

Assistant Village Manager Glas-Castro advised that the staff presentation was presented on First Reading (December 14, 2024). There were no additional comments from the community about Ordinance No. 2024-01. The 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. The proposed truck routes were reviewed by Palm Beach County Traffic Engineering.

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.

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

Mayor Smith offered the public an opportunity to comment. There were no comments from the public. Vice Mayor Brinkman and Council Member Waller expressed their support of Ordinance No. 2024-01.

Vice Mayor Brinkman made a motion to approve Ordinance No. 2024-01 and Council Member Schmitz seconded the motion. There was a roll call vote with Vice Mayor Brinkman - Yes, Mayor Pro Tem Waller, Council Member Schmitz, Council Member Ready and Mayor Smith. The said motion carried 5-0.

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.

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

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.

Village Clerk Wynn read the statement of advertisement on the record. Village Attorney Goddeau read the title of the caption on the record. The Assistant Village Manager, Mrs. Glas-Castro stated that staff's presentation was presented on First Reading, December 14, 2023. She explained that the State of Florida adopted the Live Local Act on July 1, 2023. It was 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.

She stated that Ordinance No. 2024-02 permitted a 12-month stay in development. It would allow the Village to update and create policies based on statutes. 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.

Mayor Smith offered the public Council an opportunity to comment. Vice Mayor Brinkman reiterated her opposition to Ordinance No. 2024-02. She gave her reasons during the staff's initial presentation. The Council wanted to know if another ordinance would have to be brought forward to end the moratorium. Mrs. Glas-Castro explained that an Ordinance may be needed to end the moratorium.

Council Member Ready made a motion to approve Ordinance No. 2024-02 and Mayor Pro team Waller seconded the motion. There was a roll call vote with Vice

Mayor Brinkman - No, Mayor Pro Tem Waller - Yes, Council Member Schmitz - Yes, Council Member Ready - Yes and Mayor Smith - Yes. The said motion carried 4-1 (Brinkman dissenting).

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.

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, Planning, Zoning and Building Director

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 of 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.

The Village Clerk, Ms. Wynn, swore in the applicants. The Mayor asked the Council to disclose their ex parte. There was none. Ms. Cabrera gave the staff presentation. She stated that Insite Studio, agent for 10th Avenue Partnership LTD ("Applicant") requested 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).

The 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.

Ms. Cabrera discussed the proposed Commercial Planned Development (CPD) Master Site Plan elements which includes:

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.

The Applicant, Mr. Edwin Muller, Senior Project Planner with InSite Development (3601 PGA Blvd) talked about the old and new proposal plan. He discussed their presentation that was entered into the record.

He explained that the masterplan changed the right-of-way dedication. Palm Beach County approved their traffic plan. Mr. Mueller discussed the flow of traffic to the site.

Mayor Smith offered the public and Council an opportunity to comment. There were no comments from the public; the council asked if the restaurants would alleviate traffic. They also expressed their enthusiasm for more restaurants in the Village. Council Member Ready talked about homelessness around the Florida Mango area. It is hopeful that the positive changes will help. There are also better job opportunities.

Mayor Pro Tem Waller made a motion to approve Resolution No, 2023-52 and it was seconded by Council Member Schmitz. The said motion carried 5-0.

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: Kimberly Wynn, Village Clerk

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 landscape 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.

(Applicants were previously sworn in) Mr. Mueller with InSite Development requests an amendment to the site plan that was previously approved as a Race Trac gas station with 20 pumps. He explained the restaurant would have a double drive-thru will operate, so there is no stacking.

He advised that on January 9, 2020, the Village's Council approved a Site Plan and concurrently a Special Exception Use to permit the construction of a 5,411 square foot convenience store building with an 8,613 square foot canopy accommodating twenty (20) fueling stations. Under Resolution No. 2020-02. The approvals for the property were extended through statutory extensions until November 5, 2024, when all building permit applications are required to be filled.

Mayor Smith offered the public and Council an opportunity to speak. There was additional discussion about the flow of traffic to avoid staking. Mayor Smith requested statistics on stacking. He talked about menu boards and minimal usage. He explained how employees would help with the flow of traffic in the drive-thru to avoid bottlenecks in the parking lot. There is a concern about stacking and parking at the location. Mr. Mueller explained that the restaurant meets the parking requirements. Vice Mayor Brinkman asked about the lot for pedestrians.

Council Member Ready made a motion to approve Resolution No. 2023-53, and it was seconded by Vice Mayor Brinkman. The said motion carried 5-0.

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, Planning, Building and Zoning

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 feet 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 landscape 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.

(Applicants were previously sworn in) Mayor Smith asked the Council to disclose their ex parte communication and there was none.

Ms. Cabrera gave the staff presentation for Resolution No. 2023-54. She stated that the agent for the applicant, Insite Studio, for 10th Avenue Partnership LTD ("Applicant") requests a Site Plan Amendment (SPR23-11) and 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 called Chipotle, at 2665 10th Avenue North.

She stated that on January 9, 2020, the Village's Council approved a site plan under Resolution 2020-09, 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. She said the applicant requests 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 landscape buffers.

Ms. Cabrera said the proposed Special Exception Use is 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.

Mr. Mueller stated that the previous site was approved by a proposed Tire Kingdom. Unlike Chick-Fil-A, Chipotle is a one-lane drive-thru that will be used to pick up orders placed through the restaurant's mobile application. Mr. Mueller went through his PowerPoint and entered it into the record.

Mayor Smith offered the public and Council an opportunity to comment. Council Member Ready asked about the hours of the restaurant and was advised the hours were 11:00 am - 10:00 pm. The restaurant has indoor and outdoor tables with 54 seats that include high-tops. The restaurant meets the requirement of eighteen spots; however, Chipotle will have 24 spots. The restaurant will employ 10–12 employees per shift. Chick-Fil-A, the neighboring restaurant, will employ 20–30 employees.

Mayor Smith offered the public further comment. There was none. Village Attorney Goddeau read the title of the caption on the record.

Vice-Mayor Brinkman made a motion to approve Resolution No. 2023-54, and it was approved by Council Member Schmitz. The said motion carried 5-0.

Fiscal Impact: The proposed development will enhance the village's assessed property valuation. Additionally, the new construction may have a positive effect on neighboring properties.

ACTIONS AND REPORTS

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: Kimberly Glas-Castro, Assistant Village Manager

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.

Mrs. Glas-Castro introduced this item. She summarized what the Safe Streets and Roads grant would include. She explained that the amount of the grant provided to the Village is \$200,000. The Village will match the amount up to \$50,000.

Fiscal Impact: This \$200,000 federal grant requires a \$50,000 local match.

VILLAGE MANAGER COMMENTS

The Village Manager praised the Council for its evaluation and welcomed Ms. Godeau as the Village Attorney. He reiterated his appreciation for the employees and Department Heads.

VILLAGE COUNCIL COMMENTS

The Village Council wished everyone a Happy New Year. They welcomed the Village Attorney, Ms. Godeau. Mrs. Schmitz expressed her pleasure at being part of the positive changes around the Village.

They also invited everyone to participate in the Rec on the Moove initiative. Vice Mayor Brinkman talked about cameras in the school zone to monitor speeding. They would function like Red Light Cameras. Tickets would be issued to speeders in a school zone. They thanked the staff for cleaning up the area after the holidays. They also wanted clarification on garbage pickup to get posted around the Village.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 8:16 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 **January 11, 2024**. Which minutes were formally approved and adopted by the Village Council on **February 8, 2024**.



Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, FEBRUARY 8, 2024, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: HR Department

ITEM #2: Approval of Employee Medical, Dental & Other Benefits (FY 2024 Budget Funded)

SUMMARY: Effective April 1, 2024, the Village's Health Insurance carrier Humana will no longer participate in group health insurance benefits. As a result, the Gehring Group, the Village's contracted benefits broker, went out to bid for a new Health Insurance carrier.

Staff recommends that the Village transition to Cigna with no increase in costs to the Village or employees for the upcoming plan year effective April 1, 2024. The only change will be regarding EAP service cost from \$.95 to \$2.22 (annual premium \$2,348 to \$5,488), which is a cost the Village will incur. All other Village benefits will remain the same. The Village will continue to offer two different plan options for employees for medical insurance.

If approved, the Village would transition to Cigna (1) beginning April 1, 2024, and ending March 31, 2025, for medical benefits. Funding to support the proposed annual premiums is included within the approved FY 2024 Budget (and will be presented for approval within the FY 2025 Budget). 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.

Medical Insurance: Transition from Humana to Cigna
Dental and Vision: Remains with Humana

FISCAL IMPACT:

The proposed cost/rates for employee benefit premiums are included within the FY 2024 Budget. Funding will be proposed within the FY 2025 Budget to be considered by the Village Council during the upcoming budget process. 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.

Our employees will continue to be provided with a high level of insurance benefits.

ATTACHMENTS:

1. Recommended Changes
2. 2024-2025 Renewal Evaluation - RECOMMENDATION



Recommended Changes

The following recommendations are suggested by The Gehring Group and staff for your consideration:

Health Insurance - Cigna:

- Match current Humana health insurance benefits. Employees will retain access to both Quest and LabCorp.
- Current wellness initiatives (such as Health Fair, Smoking Cessation, etc.) will be maintained.
- The number of sessions for the Employee Assistance Program (EAP) will remain six (6), but there will be a rate increase for EAP from .95 to 2.22.

Dental - Humana:

- Remain with Humana. Rates will be locked until April 1, 2025.

Vision – Humana (Voluntary Product):

- No change.

Group Basic Life with AD&D –The Standard:

- No change. Rates are guaranteed for a three (3) year period scheduled to expire on March 31, 2025.

Group Supplemental (Voluntary) Products:

- No change. The Village will continue to offer various group supplemental products that are voluntary to provide employees with additional benefits at a lower cost for accident, critical illness, and hospital indemnity. Existing individual supplemental products may be maintained by employees; however, they will be directly billed (payroll deduction will not be available). The Village will offer Pet Insurance (direct billed) and Identity Theft Protection as supplemental products that are voluntary to provide employees with additional benefits at a lower cost.

Benefits Administration:

- BenTek will continue to provide online enrollment benefits for employees and our Human Resources and Finance staff with an administration system that streamlines the enrollment process and provides various reports and audit features to ensure integrity of data between our payroll system and BenTek. Third-party administrators are recommended to continue to be utilized to assist in monitoring and managing the Village's various federally required benefit programs. These programs are expected to provide additional compliance/legal support and remove the liability associated with staff handling documents containing protected health information:

Family Medical Leave (FMLA) - Basic FMLA Ease.

- Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) - Humana.

Flexible Spending Accounts (FSA) - P&A.

If approved, enrollment will begin in March 2024, as the new plan begins on April 1, 2024.

Note: The Service Employees International Union/Florida Public Services Union (SEIU) and the Palm Beach County Police Benevolent Association (PBA) memberships have been notified of the proposed employee benefit plan changes, as well as the recommendation for the upcoming plan year. At this time, we are awaiting PBA and SEIU approval.

Village of Palm Springs
Medical Insurance RFP Evaluation - Base Plan
Effective Date: April 1, 2024

RECOMMENDATION

		CURRENT	ALTERNATIVE #2
Carrier		Humana	Cigna
Plan Name / Network		HMO Premier Open Access 16 Copay (Mod)	OAPIN Base
Calendar Year Deductible (CYD)		In-Network	In-Network
Single		\$750	\$750
Family		\$1,500	\$1,500
Out of Pocket Maximum			
Single		\$5,000	\$5,000
Family		\$10,000	\$10,000
Coinsurance		10%	10%
Office Visits			
Primary Care Physician		\$30	\$30
Specialist Physician		\$50	\$50
Preventive Services		No Charge	No Charge
Urgent Care Center		\$40	\$40
Independent Testing Facility			
Lab / X-Ray		No Charge / No Charge	No Charge / No Charge
Advanced Imaging - CT, PET, MRI		10% after CYD	10% after CYD
Hospital Services			
Inpatient Hospital		10% after CYD	10% after CYD
Outpatient Hospital		10% after CYD	10% after CYD
Emergency Room		\$350	\$350
Mental Health/Substance Abuse			
Inpatient Hospital Services		10% after CYD	10% after CYD
Outpatient Services (Per Visit)		10%	10%
Outpatient Office Visit		\$30	\$30
Prescription Drugs			
Tier 1		\$15	\$15
Tier 2		\$45	\$45
Tier 3		\$70	\$70
Tier 4		25%	N/A
Specialty (Preferred/Non-Preferred)		25%/35%	25%/25%
Mail Order		\$37.50/\$112.50/\$175/25%	\$38/\$113 /\$175
Rates	Lives		
Employee	5	\$665.22	\$665.22
Employee + 1	1	\$1,390.29	\$1,390.29
Employee + 2	2	\$1,223.43	\$1,223.43
Employee + 3 or More	2	\$2,002.30	\$2,002.30
Monthly Premium	10	\$11,168	\$11,168
Annual Premium		\$134,014	\$134,014
\$ Increase/Decrease		N/A	\$0
% Increase/Decrease		N/A	0.0%

\$30k Wellness Fund

\$30k Wellness Fund; \$25 Technology Fund

Village of Palm Springs
Medical Insurance RFP Evaluation - Buy-Up Plan
Effective Date: April 1, 2024

RECOMMENDATION

		CURRENT	ALTERNATIVE #2
Carrier		Humana	Cigna
Plan Name / Network		HMO Premier Open Access 16 Copay	OAPIN Premier
Calendar Year Deductible (CYD)		In-Network	In-Network
Single		\$300	\$300
Family		\$600	\$600
Out of Pocket Maximum			
Single		\$5,000	\$5,000
Family		\$10,000	\$10,000
Coinsurance		0%	0%
Office Visits			
Primary Care Physician		\$25	\$25
Specialist Physician		\$40	\$40
Preventive Services		No Charge	No Charge
Urgent Care Center		\$40	\$40
Independent Testing Facility			
Lab / X-Ray		No Charge / No Charge	No Charge / No Charge
Advanced Imaging - CT, PET, MRI		No Charge after CYD	No Charge after CYD
Hospital Services			
Inpatient Hospital		No Charge after CYD	No Charge after CYD
Outpatient Hospital		No Charge after CYD	No Charge after CYD
Emergency Room		\$300	\$300
Mental Health/Substance Abuse			
Inpatient Hospital Services		No Charge after CYD	No Charge after CYD
Outpatient Services (Per Visit)		No Charge	No Charge
Outpatient Office Visit		\$25	\$25
Prescription Drugs			
Tier 1		\$10	\$10
Tier 2		\$40	\$40
Tier 3		\$60	\$60
Specialty (Preferred/Non-Preferred)		25%/35%	25%/25%
Mail Order		\$25/\$100/\$150	\$25/\$100/\$150
Rates			
Lives			
Employee		69	\$740.75
Employee + 1		31	\$1,548.17
Employee + 2		22	\$1,467.92
Employee + 3 or More		41	\$2,229.68
Monthly Premium		163	\$222,816
Annual Premium			\$2,673,794
\$ Increase/Decrease		N/A	\$0
% Increase/Decrease		N/A	0.0%

\$30k Wellness Fund

\$30k Wellness Fund; \$25K Technology Fund

FINAL SOLD

CURRENT		RENEWAL	
SCHEDULE OF BENEFITS		Humana Traditional Preferred with Extended Annual Max	
		In-Network	Non-Network
Plan Basics			
Calendar Year Maximum		\$1,000	\$1,000
Preventive Services Waived from Plan Annual Maximum?		Yes	Yes
Annual Deductible			
Single		\$50	\$50
Family		\$150	\$150
Deductible Waived for Preventive Services?		Yes	Yes
Preventive & Diagnostic			
Routine Oral Exam		No Charge - 3X	No Charge - 3X
Teeth Cleaning		No Charge - 3X	No Charge - 3X
Full Mouth/Panoramic X-Rays		No Charge - 1X per 5YR	No Charge - 1X per 5YR
Basic			
Amalgam Fillings		80% after CYD	80% after CYD
Simple Extractions		80% after CYD	80% after CYD
Endodontics		Covered as Major, 50% after CYD	Covered as Major, 50% after CYD
Periodontal Scaling		80% after CYD	80% after CYD
Major			
Full or Partial Dentures		50% after CYD	50% after CYD
Crowns		50% after CYD	50% after CYD
Orthodontia (Up to Age 19)			
Benefit		50%	50%
Lifetime Maximum		\$2,000	\$2,000
Service Information			
Out of Network Benefits Payable Level*		U&C (MAF)	U&C (MAF)
Waiting Period		None	None
Rate Guarantee	Lives	Expires 3/31/2025	Expires 3/31/2025
Employee	85	\$21.46	\$21.46
Employee + 1	43	\$42.90	\$42.90
Employee + 2	23	\$67.35	\$67.35
Employee + 3 or More	32	\$91.79	\$91.79
Monthly Premium	183	\$8,155	\$8,155
Annual Premium		\$97,862	\$97,862
\$ Increase/Decrease		N/A	\$0
% Increase/Decrease		N/A	0.0%

*Out of Network Benefits May Be Subject to Balance Billing

FINAL SOLD

		CURRENT	RENEWAL
Carrier Network		Humana Humana Insight Network	Humana Humana Insight Network
Exam		\$10 Copay Up to \$30	\$10 Copay Up to \$30
Materials		\$15 Copay Varies	\$15 Copay Varies
Frequency			
Exam		12 Months	12 Months
Lenses		12 Months	12 Months
Frames		24 Months	24 Months
Benefits Payable		Copay Reimbursement	Copay Reimbursement
Eye Exam		\$10 Up to \$30	\$10 Up to \$30
Single Lenses		\$15 Up to \$25	\$15 Up to \$25
Bifocal Lenses		\$15 Up to \$40	\$15 Up to \$40
Trifocal Lenses		\$15 Up to \$60	\$15 Up to \$60
Frames		Allowance Reimbursement	Allowance Reimbursement
Frames		\$130, 20% off Balance Up to \$65	\$130, 20% off Balance Up to \$65
Contacts			
Contact Lenses (Elective)		\$130 Allowance Up to \$104	\$130 Allowance Up to \$104
Contact Lenses (Medically Necessary)		No Charge Up to \$200	No Charge Up to \$200
Contact Lens (STD - Fitting and Follow Up)		Up to \$40 Copay Not Covered	Up to \$40 Copay Not Covered
Rate Guarantee		Expires 3/31/2025	Expires 3/31/2025
Employee	53	\$4.60	\$4.60
Employee + Spouse	21	\$9.20	\$9.20
Employee + Child(ren)	14	\$10.32	\$10.32
Employee + Family	28	\$15.30	\$15.30
Monthly Premium	116	\$1,010	\$1,010
Annual Premium		\$12,119	\$12,119
\$ Increase/Decrease		N/A	\$0
% Increase/Decrease		N/A	0.0%

Village of Palm Springs
Basic Life Insurance Renewal Evaluation
Effective Date: April 1, 2024

FINAL SOLD

CURRENT/RENEWAL

Basic Life / AD&D		The Standard
Benefits		
Eligibility		All Active Employees Working 40 Hours Per Week
Class 1: Active Employees		\$50,000
Class 2: Retirees		\$5,000
Guarantee Issue		Class 1: \$50,000 Class 2: \$5,000
Dependent Basic Life Benefit		Spouse - \$2,000 Child (Live Birth to 26 Years) - \$1,000
Accidental Death & Dismemberment (Class 1)		Equal to Basic Term Life
Benefit Reduction Schedule for Class 1 (Reduces to)		None
Features		
Waiver of Premium		Class 1: Included Class 2: Excluded
Conversion Privilege		Class 1: Included Class 2: Included
Accelerated Death Benefit		Class 1: Included Class 2: Excluded
Rate Guarantee Period		Expires 3/31/2025
Rates per \$1,000 or Unit	Lives / Volume	
Spouse & Child Rate / Family Unit	93	\$0.600
Class 1 - Basic Life Rate / \$1,000	\$9,150,000	\$0.060
Class 2 - Basic Life Rate / \$1,000	\$160,000	\$0.060
Class 1 - AD&D Rate / \$1,000	\$9,150,000	\$0.026
Total Monthly Premium		\$852
Total Annual Premium		\$10,228
\$ Increase/Decrease		N/A
% Increase/Decrease		N/A

Village of Palm Springs
Supplemental Life Insurance Evaluation
Effective Date: April 1, 2024

FINAL SOLD

CURRENT/RENEWAL

Schedule of Benefits	The Standard
Core Benefit	
Eligibility	All Active Employees Working 40 Hours per Week
Employee Benefit	Increments of \$10,000 Maximum of \$300,000
All Eligible Spouses	Increments of \$5,000, \$100,000 Maximum Not to Exceed 100% of Employee Amount
All Eligible Child(ren)	Live Birth to 26 Years: \$10,000
Features	
Guarantee Issue Employee	\$250,000
Guarantee Amount Spouse	\$30,000
Combined (Basic and Voluntary) Maximum	Benefit may not exceed 8 × Earnings
Benefit Reduction Schedule (Reduces to)	65% at Age 65 40% at Age 70 25% at Age 75
Waiver of Premium	Included
Portability & Conversion	Included
Participation Requirement	Employee: Greater of 20% or 10 lives Spouse: 20%
Rate Guarantee Period	Expires 3/31/2025
Rates per \$1,000	
Up to Age 29	\$0.090
Age 30 - 34	\$0.100
Age 35 - 39	\$0.140
Age 40 - 44	\$0.220
Age 45 - 49	\$0.370
Age 50 - 54	\$0.550
Age 55 - 59	\$0.820
Age 60 - 64	\$1.350
Age 65 - 69	\$2.440
Age 70 - 74	\$3.450
Age 75-79	\$7.450
Age 80+	\$7.450
Child Life	\$0.170
AD&D	\$0.030
Child AD&D	\$0.030

Village of Palm Springs
Voluntary Long Term Disability Insurance Evaluation
Effective Date: April 1, 2024

FINAL SOLD

CURRENT/RENEWAL

Schedule of Benefits	The Standard
Eligibility	All Active Employees Working 40 Hours Per Week
Elimination Period	90 Days
Monthly Benefit	60% of Monthly Earnings
Maximum Monthly Benefit	\$6,000
Minimum Monthly Benefit	\$100
Own Occupation	24 Months
Maximum Benefit Period	SSNRA
Waiver of Premium	Included
Mental Illness Limitation	24 months
Drug and Alcohol Limitation	24 months
Pre-Existing Condition Limitation	3/12
Evidence of Insurability Required for Timely Entrants?	No
Minimum Participation	Greater of 25% or 10 lives
Rate Guarantee Period	Expires 3/31/2025
Rates Per \$100 of covered payroll	
Under 25	\$0.150
Age 25-29	\$0.150
Age 30 - 34	\$0.220
Age 35 - 39	\$0.320
Age 40 - 44	\$0.450
Age 45 - 49	\$0.820
Age 50 - 54	\$1.080
Age 55 - 59	\$1.500
Age 60 - 64	\$1.330
Age 65 - 69	\$0.820
Age 70 - 99	\$0.530

Village of Palm Springs
Identity Theft Plan Evaluation
Effective Date: April 1, 2024

FINAL SOLD

	CURRENT	RENEWAL
Schedule of Benefits	InfoArmor PrivacyArmor Plus	InfoArmor PrivacyArmor Plus
Coverage Eligibility	All FT Active Employees and deps under roof or under wallet	All FT Active Employees and deps under roof or under wallet
Waiting Period for Eligibility	Client's Discretion	Client's Discretion
Service Hours	24/7/365	24/7/365
Consultations via web, video, phone, in person	All	All
Dedicated Case Manager	Yes	Yes
Dedicated Account Manager	Yes	Yes
Identity Theft Insurance	\$1 Million	\$1 Million
Credit Monitoring	Included - Tri-Bureau	Included - Tri-Bureau
Identity Monitoring	Yes	Yes
Cyber Monitoring	Yes	Yes
Social Media Monitoring	Yes	Yes
Social Account Take Over	Yes	Yes
Dark Web Monitoring	Yes	Yes
Deceased Family Member Coverage	Yes	Yes
Lost Wallet Protection & Surveillance	Yes	Yes
Credit Freeze Assistance	Yes	Yes
Legal Documents included, if required for Restoration?	Yes	Yes
Stolen Funds Reimbursement	Yes	Yes
Tax Fraud Refund Advance	Yes	Yes
Pre-Existing Identity Theft	Yes	Yes
Portable	Yes	Yes
Participation Requirement	None	None
Rate Guarantee	Ongoing	Ongoing
Monthly Premium	Voluntary	Voluntary
Employee Only	\$9.95	\$9.95
Employee + Family	\$17.95	\$17.95

Village of Palm Springs
Voluntary Pet Insurance Evaluation
Effective Date: April 1, 2024

FINAL SOLD

CURRENT/RENEWAL

	Option 1	Option 2	Option 3
Plan Design	Nationwide (My Pet Protection)	Pet Benefit Solutions (Pet Assure)	Pet Benefit Solutions (Pet Plus Rx)
Nature of Coverage	Reimbursement Plan	Discount Plans	Discount Plans
Veterinary Providers	No Restrictions	Must use an In Network Provider	N/A
Deductible	\$250	N/A	N/A
Reimbursement/Discount	90%, \$7,500 Annual Limit	25%	Varies, Up to 40% off
Services Applicable to Reimbursement/Discount	Hospital, Accidents, Illness, Surgeries, X-Ray, Prescriptions	Hospital, Office/ER Visits, Surgeries, X-Ray, Vaccinations, Spay/Neuter	Prescriptions, Grooming Supplies, Food/Supplements, Toys/Treats
My Pet Protection + Wellness Services Applicable to Reimbursement/Discount	All Base Plan Services + Wellness Exams, Vaccinations, Spay/Neuter		
Features			
Eligibility	All Pets, No Age Limits	All Pets	All Cats and Dogs regardless of age, breed, health
Claim Forms	Online, Mail, Email, Fax or App	N/A	N/A
Mode of Reimbursement	Direct Deposit	Time of Purchase	Time of Purchase
Payment Method	Direct Bill	Payroll Deductions	Payroll Deductions
Additional Services Available	24/7 Vet Helpline, Missing Pet Replacement, Mortality Coverage	24/7 Lost Pet Recovery Service	24/7 Pet Help Line
Participation Requirement	None	None	None
Monthly Rates	Renewed Annually, on an Individual Basis		

Village of Palm Springs
COBRA Evaluation
Effective Date: April 1, 2024

FINAL SOLD
CURRENT/RENEWAL

	P&A Group
Administration	
Re-enrollment of Coverage after COBRA Election	Included
HR Web Administration Services	Included
COBRA Participants Payment Options	Check, ACH, IVR phone payment
Dedicated Account Manager	Yes
Fees Per Service	
Implementation/Startup Fee	Waived (normally \$250)
Annual Renewal Fee	\$0
Takeover Fee	\$0
Blanket/Initial Notice to All Employees	\$3.25 per Notice
Initial Notice to New Hires	\$12
Qualifying Event Notifications (Per Event)	\$24
Premium	\$500 Retainer
Rate Guarantee	Expires 3/31/2026
Minimum Monthly Charge	N/A
Per Employee Per Month	N/A
Monthly Premium	N/A
2024 Estimated Annual Premium	\$876.00⁽¹⁾

⁽¹⁾Based on assumed number of terminations (29) and new hires (15) for calendar year 2023, Village cost is estimated at \$876. The \$500 retainer is an annual lump sum payment and is debited until it reaches \$0. If activity exceeds \$500, Village pays per service. If activity is less than \$500, no portion of the annual cost will be returned to the Village.

Village of Palm Springs
Flexible Spending Account Adminsitratio Evaluation
Effective Date: October 1, 2024

FINAL SOLD

CURRENT/RENEWAL

Flexible Spending Account Administration	P&A Group
Debit Card Fee	Included
Debit Card Setup Fee	Included
One Time Setup Fee	\$150
Annual Renewal Fee	\$0
Price is for Medical and/or Dependent FSA	Yes
Processing of Reimbursements	Daily
Paper Confirmation Statements	Additional Fee
Direct Deposit Setup	Included
Account Statements	Available online
Mobile App Technology upload of receipts	Included
Enrollment Meetings	Included
Section 125 POP Review	Included
Web Administration	Included
File Feeds with Bentek	Included
Prefunding Required	Yes, per current funding setup
Rate Guarantee	Expires 9/30/2025
Per Participant per Month Fee 21	\$4.00
Monthly Premium	\$84
Annual Premium	\$1,250
\$ Increase	N/A
% Increase	N/A

Annual Minimum of \$1,250

Village of Palm Springs
Employee Assistance Program RFP Evaluation
Effective Date: April 1, 2024

		RECOMMENDATION	
		CURRENT	ALTERNATIVE #5
		Humana	Cigna (Blended)
Number of Sessions		6 Sessions	6 Sessions
Dependents Coverage		Covers all household members	Covers all household members
Manager & Supervisor Training		For an additional cost, training programs and one-hour seminars are available via on-site presentations, webinars, and teleconferences.	2 Hour Bank. Available via on-site presentations or virtually.
Comprehensive Reporting		Quarterly as Requested	Quarterly
Mandatory Management Referral		Included	Included
Critical Incident Briefing		Telephonic Included	Included; 2 Hour Bank
Telephonic Consultation and Support		Unlimited Telephone Consultation	Unlimited Telephone Consultation
Legal/Financial Services		30 Minute Consultations with Attorneys and Financial Counselors	30 Minute Consultations with Attorneys (25% Discount Above 30 Minutes) and Financial Counselors
Rate Guarantee Period		Expires 3/31/2024	Expires 3/31/2026
EAP	Enroll		
PEPM	206	\$0.95	\$2.22
Monthly Premium		\$196	\$457
Annual Premium		\$2,348	\$5,488
\$ Increase / (Decrease)		N/A	\$3,139
% Increase / (Decrease)		N/A	133.7%

FINAL SOLD
 CURRENT/RENEWAL

	Colonial Life
Lines Offered	Accident Insurance, Critical Illness Insurance, Hospital Confinement Insurance, Individual Short-Term Disability Insurance, Cancer Assistance, Gunshot Wound
Rate Guarantee Period*	Expires 3/31/2025

* No rate changes, for this plan year.



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Administration

ITEM #3: Palm Springs Community Redevelopment Agency (CRA) Resolution No. 2024R-01 - FY 2024 Budget Amendment

SUMMARY: The proposed Resolution recommends an amendment to the annual budget for the Palm Springs Community Redevelopment Agency (CRA) to increase the total budget by \$445,644.

The proposed amendment allocates the FY23 fund balance to the respective CRA district:

CRA DISTRICT	FY24 Budget Amendment	Proposed Total FY24 Budget
Congress Avenue District Budget	+ \$238,040	\$2,130,006
Lake Worth Road District Budget	+ \$207,604	\$ 721,361

Note: Per Chapter 163.387(7), Florida Statutes, any fund balance left at the end of the fiscal year must be "appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan" or must be used to reduce indebtedness or must be returned to each taxing authority.

The Palm Springs CRA Community Redevelopment Plan identifies five (5) key economic development strategies to promote investment and revitalization. One of these strategies is business attraction and recruitment. The proposed budget amendment allocates the FY23 fund balance to this effort and provides funding for:

- Catalyst Fund (property improvement grant) as an incentive and match for local investment to eliminate blighting conditions on properties;
- Land Acquisition to facilitate redevelopment of strategic parcels as a catalyst for the area; and
- Contractual services to assist CRA staff implement the CRA Community Redevelopment Plan workplan, including a Stakeholders/Investors showcase, placemaking to create a unique identity for each district, and to generate destination events to stimulate investment interest.

The proposed budget amendment was considered by the Palm Springs CRA Board on January 11, 2024 and was approved for Village Council consideration.

FISCAL IMPACT:

The proposed resolution recommends an amendment to the FY24 operating budget for the Palm Springs CRA to "true-up" the fund balance remaining on September 30, 2023 (FY23). The proposed increase of \$445,644 will bring the total Palm Springs CRA budget to \$2,851,367.

Note: The proposed amendment will produce an amended Village budget totaling \$90,130,874.

ATTACHMENTS:

1. Resolution No. 2024-03 Budget Amendment CRA Increase
2. Exhibit A - CRA Budget Amendment - FY23 Fund Balance Allocation
3. Budget Summary - FY24 Amendment for CRA
4. FY24 Budget Consistency with Community Redevelopment Plan

RESOLUTION NO. 2024-03

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE’S NECESSARY OPERATING EXPENSES FOR PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE VILLAGE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (“Village”) previously adopted the FY 2023 Annual Operating Budget, pursuant to Ordinance No. 2023-10 on September 27, 2023; and

WHEREAS, the Village finds it is necessary and essential to amend the FY 2023-2024 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2023-2024 Amended Annual Operating Budget set forth herein serves a valuable public purpose.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. The funds and available resources and revenues, more specifically described in “Exhibit A”, attached hereto, and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses as set forth in “Exhibit A” are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2023-

2024.

Section 3. This Resolution shall take effect immediately upon adoption.

Board Member _____ offered the foregoing resolution. Board 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 Village Council thereupon declared the Resolution duly passed and adopted this February 8, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR **AMENDMENT**
FISCAL YEAR 2023 - 2024

Page 1 of 1

Transfer Number _____

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
14003-38901	Appropriated Fund Balance	\$ 47,500.00	\$ 207,604.00		\$ 255,104.00
14552-58201	Property Improvement Grant	\$ 80,000.00	\$ 60,000.00	\$ -	\$ 140,000.00
14552-56100	Land	\$ 230,208.00	\$ 102,354.00		\$ 332,562.00
14552-53400	Other Contractual Services	\$ 34,820.00	\$ 45,250.00		\$ 80,070.00
					\$ -
15003-38901	Appropriated Fund Balance	\$ 14,907.00	\$ 238,040.00		\$ 252,947.00
15552-58201	Property Improvement Grant	\$ 20,000.00	\$ 120,000.00		\$ 140,000.00
15552-53400	Other Contractual Services	\$ 1,730,000.00	\$ 118,040.00		\$ 1,848,040.00
					\$ -
					\$ -
	TOTAL		\$ 891,288.00		

Allocate fiscal year end 2023 fund balance to specific programs: Catalyst Fund (property improvement grant), Land Acquisition in Lake Worth Rd District, Consultant to assist with CRA activities including stakeholder meetings, business engagement, signage, and authentic business identification, Office 365 licenses for 2 board members.

Prepared by: <u>ge</u> Date: <u>12-20-23</u> Approved by: <u>ge</u> Date: <u>12-20-23</u> Finance Reviewed: _____ Date: _____	☐ Approved ☐ Denied  Village Manager <u>12/20/23</u> Date Approved by Council (Date of Meeting) _____ Processed by _____ Finance: _____ Date: _____
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**PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2023 - 2024**

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

ESTIMATED REVENUES:	MILLAGE PER \$1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	3.5000	\$6,401,938		\$412,907				\$6,814,845
Voted Debt Service Ad Valorem Tax	0.2319				\$424,358			\$424,358
Sales and Use Taxes		\$3,157,351						\$3,157,351
Utility Service Taxes		\$3,240,665						\$3,240,665
Local Business Taxes		\$395,500						\$395,500
Permits and Fees		\$3,110,700						\$3,110,700
Intergovernmental Revenues		\$4,549,459	\$0					\$4,549,459
Charges for Services		\$3,399,588				\$24,409,469	\$528,837	\$28,337,894
Fines and Forfeitures		\$280,500				\$571,746		\$852,246
Miscellaneous Revenues		\$1,405,380	\$24,000	\$15,000		\$1,190,000	\$48,000	\$2,682,380
TOTAL SOURCES		\$25,941,081	\$24,000	\$427,907	\$424,358	\$26,171,215	\$576,837	\$53,565,398
Transfers In		\$2,429,132		\$1,915,407		\$164,220	\$4,884,126	\$9,392,885
Fund Balances/Reserves/Net Assets		\$9,989,611	\$6,661,846	\$508,053		\$9,973,714	\$39,367	\$27,172,591
TOTAL REVENUES, TRANSFERS & BALANCES		\$38,359,824	\$6,685,846	\$2,851,367	\$424,358	\$36,309,149	\$5,500,330	\$90,130,874
EXPENDITURES/EXPENSES:								
Legislative		\$745,327						\$745,327
Executive		\$1,099,460						\$1,099,460
Finance		\$1,026,341						\$1,026,341
Legal		\$225,000						\$225,000
Human Resources		\$437,883						\$437,883
Information Technology		\$1,505,906						\$1,505,906
General Government		\$393,757						\$393,757
Planning, Zoning & Building		\$1,407,743						\$1,407,743
Law Enforcement		\$20,198,051						\$20,198,051
Sanitation		\$1,729,946						\$1,729,946
Water and Sewer Utility						\$33,783,737		\$33,783,737
Stormwater Utility							\$5,500,330	\$5,500,330
Public Works		\$5,665,137						\$5,665,137
Community Redevelopment Agency				\$2,851,367				\$2,851,367
Economic Development			\$0					\$0
Library		\$1,082,099						\$1,082,099
Parks and Recreation		\$2,253,417						\$2,253,417
Special Events		\$176,850						\$176,850
Debt Service					\$424,358	\$231,280		\$655,638
TOTAL EXPENDITURES/EXPENSES		\$37,946,917	\$0	\$2,851,367	\$424,358	\$34,015,017	\$5,500,330	\$80,737,989
Transfers Out		\$412,907	\$6,685,846	\$0		\$2,294,132		\$9,392,885
Fund Balances/Reserves/Net Assets		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		\$38,359,824	\$6,685,846	\$2,851,367	\$424,358	\$36,309,149	\$5,500,330	\$90,130,874

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

Amendment #1 - CRA Fund Balance Appropriation



Palm Springs Community Redevelopment Agency
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200

**PROPOSED FISCAL YEAR 2023-24 (FY24) BUDGET
CONSISTENCY WITH PALM SPRINGS CRA COMMUNITY REDEVELOPMENT PLAN**

Pursuant to Chapter 163.387, Florida Statutes, a CRA may only expend redevelopment trust funds for undertakings described in the community redevelopment plan. The outline below highlights the major FY24 budget expenditure proposals and the strategies of the Palm Springs CRA Community Redevelopment Plan that will be implemented through this proposed funding:

Catalyst Fund (Property Improvement Incentive Program)	\$100,000
• Partner with property owners to remove blight through façade improvements, landscaping, fence replacements, etc. (p.23 and 29)	\$280,000
Place Branding (Stakeholders Meetings and Collateral for Placemaking)	\$93,154
• Conduct broker/banker/developer event to present opportunities and plans (p.24 and 29)	
Congress Avenue Sanitary Sewer	\$1,500,000
• Capitalize on intergovernmental capital projects (p.26, 27 and 29)	
Land Acquisition	\$230,208 (down payment)
• Acquire land for strategic partnerships (p.23 and 29)	\$332,813
Gateway and Wayfinding Signage	\$80,000
• Create an identity for each district; incorporate wayfinding signage to create sense of place (p.22 and 29)	
CRA-Dedicated Code Enforcement Officer	\$74,260 (plus benefits)
• Dedication of staff to CRA priorities – enhanced code enforcement (p.20 and 29)	
Addition of contractual professional to assist CRA staff implement CRA Community Redevelopment Plan Work Plan.	\$90,000

Note: A budget amendment will be proposed to allocate FY23 fund balance to specific CRA programs or activities.



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Utilities

ITEM #4: Work Authorization No. KH-U22 - 2024 Water & Wastewater Rate Study, Revenue Sufficiency, and Capital Charges Analysis Update (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn and Associates.

SUMMARY: The Utilities Department is requesting approval of Work Authorization KH-U22 with Kimley-Horn and Associates for professional engineering services related to the development of a 5-year utility rate study and capital contribution fee analysis. The Water & Sewer Enterprise Fund was established by the Village Council as a separate accounting fund that is maintained in accordance with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board. As a proprietary fund, the Water & Sewer Enterprise Fund is self-supporting in that the services rendered by the fund are generally financed through user charges or on a cost reimbursement basis. As a result, timely and current analysis of the Village's utility revenues and expenses within the fund is necessary to ensure the sufficiency of revenues to cover current and future utility expenses, which include operating expenses, renewal and replacement expenses, transfers to the General Fund and capacity related expenses.

In 2018, the Village Council approved a rate ordinance which included a 5-year schedule-of-fees for the water and sewer enterprise fund covering fiscal years 2019 through 2024 (Work Authorization KH-U01). With the pending expiration of the current schedule-of-fees, a new study and rate ordinance is required prior to the beginning of Fiscal Year 2025 (October 1, 2024).

As a result, the Village Council is requested to authorize funding to complete a Utility Rate Study, that includes all requisite professional engineering services and all related tasks, to be completed by Kimley-Horn, the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Task</u>	<u>Cost</u>
Water Supply and Other Infrastructure Plan Development	\$25,650.00
Capital Improvement Plan Development	\$11,350.00
Water and Wastewater Rate Study	\$84,500.00
Total	\$123,000.00

Note: Kimley-Horn is expected to coordinate the professional services associated with the Village's 2024 Water & Wastewater Rate Study with Raftelis (formerly Public Resources Management Group (PRMG)) - the firm that completed the 2019 Water & Wastewater Rate Study - and will serve as a sub-consultant to Kimley-Horn for the rate analysis.

The Village Council has approved funding (\$125,000) within the FY 2024 Budget - Water & Sewer Enterprise Fund to support this project. 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.

If approved, it is estimated that the proposed study will take approximately six (6) months from the date that the work authorization is authorized for Kimley-Horn.

The proposed work authorization has been prepared by Kimley-Horn and reviewed by the Assistant Utilities Director, Utilities Director, the Finance Director, and the Village Attorney.

FISCAL IMPACT:

Funding to support the proposed work authorization 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 these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Work Authorization No. KH-U22 - Water & Wastewater Rate Study



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO. : 2018R-003

WORK AUTHORIZATION NO. KH-U22 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

KIMLEY-HORN PROJECT NO.: TBD

PROJECT TITLE: **2024 Water and Wastewater Rate Study**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs ("VILLAGE") and Kimley-Horn ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The CONSULTANT will identify water supply and other "outside the fence" infrastructure renewal and replacement (R&R) improvements for FY 2024-2029 and improvements needed to meet 10-year demand projections. The CONSULTANT will prepare a Capital Improvement Plan for projects to be undertaken within the FY 2024-2029 base planning horizon and the 10-year long range planning horizon. others). Note that the plant associated improvements for R&R will be identified within the Water Treatment Plant Facility Plan, being prepared separately by the CONSULTANT under Work Authorization No. KH-U21.

Raftelis Financial Consultants, Inc. ("Raftelis") will serve as a subconsultant to the CONSULTANT to provide Utility Rate Consulting Services with respect to the preparation of the water and wastewater financial forecast and user rate update on behalf of the VILLAGE. The water and wastewater financial forecast and user rate update will consist of the following:

- 1) Preparing an update to the six - (6) fiscal year financial forecast (w/ the Fiscal Year 2024 being the "Base Year" of the forecast period) and corresponding revenue sufficiency and full cost recovery model;
- 2) Design of updated water and wastewater rates for monthly service, including a five-(5) year rate implementation schedule; and

3) Development of updated capital contribution fees and certain customer service/miscellaneous fees (all of which were last evaluated as part of the 2018 Rate Review Project for the System).

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – Water Supply and Other Infrastructure Plan Development

The CONSULTANT will identify water supply and other “outside the fence” infrastructure replacement/renewal (R&R) improvements for FY 2024-2029 and improvements needed beyond this Base Year to meet the 10-year demand projections. The demand projections will be based on the recent Water Distribution System Master Plan (by others). Note that the plant associated improvements will be identified within the Water Treatment Plant Facility Plan, being prepared separately by the CONSULTANT under Work Authorization No. KH-U21. The Water Supply and Other Infrastructure Plan Development Evaluation will include the following:

- Meet with Village Operations Staff to identify existing water supply and other “outside the fence” infrastructure capital improvement projects intended to be undertaken by the Village within the FY 2024-2029 planning horizon. The CONSULTANT will also identify projects beyond the Base Year, to include the 10-year time horizon.
- Conduct qualitative site visits and desktop review of the existing water supply system, including wellheads and raw water transmission mains, considering the 10-year planning horizon assuming no allocation changes to the Consumptive Use Permit (CUP). The findings from the Raw Water Supply and Wellfield Evaluation (July 2018, Connect Consulting) will be incorporated as appropriate and updated based upon the CONSULTANT’s findings. Wellfield hydrogeologic assessment and evaluation is not included in this scope of services.
- Develop other “outside the fence” infrastructure improvements within a R&R expenditure summary for FY 2024-2029.
- Develop a 10-year R&R expenditure summary based on infrastructure that is nearing the end of its useful life or is vital to the quality or reliability of service.
- Provide brief project narratives and develop opinions of probable construction costs for each project identified.
- Discuss findings and recommendations with the Village.
- Prepare a technical memorandum report summarizing the annual FY 2024-2029 and 10-year R&R expenditures and recommendations which can then be used in developing the Capital Improvement Plan (CIP).

TASK 2 – Capital Improvement Plan Development

- The CONSULTANT will meet with Village Staff to identify existing utility capital improvement projects intended to be undertaken by the Village within the FY 2024-2029 planning horizon.
- The CONSULTANT will combine the Village’s project list with those identified in the Water Distribution System Master Plan, Wastewater Collection Master Plan (prepared by others), and Water Treatment Plant Facility Plan (by CONSULTANT, under a separate Work Authorization, KH-U21).
- The CONSULTANT will prepare a Capital Improvement Plan for projects to be undertaken within the FY 2024-2029 planning horizon. The CONSULTANT will prepare a 10-year long range CIP to identify improvements beyond the FY 2024-2029 planning horizon. The list of projects will be prioritized jointly with Village staff. The CONSULTANT will prepare for and attend up to two (2) working meetings with Village staff to reach consensus on a draft CIP.
- The CONSULTANT will work with Raftelis to identify the annual FY 2024-2029 R&R expenditure requirements and provide capital improvement project forecast estimates for inclusion in the Village’s revenue sufficiency and rate analysis. The CONSULTANT will attend two (2) interactive work sessions with Village staff to review the results of the analysis and participate at two (2) public meetings/workshops.

TASK 3 – 2024 Water and Wastewater Rate Study

- The CONSULTANT will contract directly with Raftelis to conduct a water and wastewater financial forecast and user rate update. The financial forecast, revenue sufficiency, rate analysis, and capital/service charges analysis will consist of the work shown on the attached Raftelis proposal. See *Attachment 1, Proposal to Provide Utility Consulting Services – 2024 Water and Wastewater Rate Study for Village of Palm Springs, FL. (Dated November 22, 2023) Consisting of 15-pages.*

The CONSULTANT is not giving advice or making recommendations with regard to municipal securities or financial products. If such advice or recommendations are needed, the VILLAGE should retain a Municipal Advisor registered with the Securities and Exchange Commission.

III. DELIVERABLES

Project deliverables will be in accordance with *Attachment 2, List of Project Deliverables.*

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in **Table 1**.

Table 1
Schedule

	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 1 – Draft Submittal	60	-
Task 1 – Final Submittal *	90	90
Task 2 and 3 – Draft Submittal **	150	150
Task 2 and 3 – Final Submittal*	30	180

* The schedule is based upon conducting a review meeting within 14 calendar days after the VILLAGE receives the draft submittal. All review comments shall be provided to CONSULTANT within 14 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the reviews take longer than noted.

** The schedule is based on the availability of information, provided to Raftelis from the VILLAGE, necessary to conduct the analysis. An adjustment to the overall schedule will be required in the event the necessary information takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$123,000 as outlined in **Table 2** and further detailed in *Attachment 3, Staffing Cost Proposal*.

Table 2
Budget Summary

Description	Total
TASK 1 – Water Supply and Other Infrastructure Plan Development	\$25,650
TASK 2 – Capital Improvement Plan Development	\$11,350
TASK 3 – 2024 Water and Wastewater Rate Study	\$84,500
Reimbursables	\$1,500
TOTAL	\$123,000

VI. ASSUMPTIONS

- Wellfield hydrogeologic assessment and evaluation is not included in the scope of services.
- The VILLAGE will provide the CONSULTANT all information necessary to conduct the Rate Study, Revenue Sufficiency, and Capital Charges analysis.
- The VILLAGE authorizes the CONSULTANT to proceed with the Water Treatment Plant Facility Plan, Work Authorization No. KH-U21.
- No allocation changes to the CUP during the planning horizon.

Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings in addition to what is contemplated in the scope of services.
2. The development of additional rate design alternatives beyond what is contemplated in the scope of services.
3. Design of other miscellaneous service charges not specifically addressed in the scope of services.
4. Performance of any annual update to the financial forecast after completion of the rate study.
5. Preparation of any computer model documentation or providing training to Village staff relative to the use of the financial model that may be provided to the Village after project completion.
6. Delays in the Project schedule at no fault to the CONSULTANT, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated SEPTEMBER 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and Kimley-Horn ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

Kimley-Horn

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: Jason R. Lee, P.E.

Title: Vice President

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)



VILLAGE OF PALM SPRINGS

ATTACHMENT 1

PROPOSAL TO PROVIDE UTILITY CONSULTING SERVICES – WATER AND WASTEWATER RATE STUDY FOR VILLAGE OF PALM SPRINGS, FL



November 22, 2023

Mr. Thomas C. Jensen, P.E.
Kimley-Horn and Associates
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Subject: Proposal to Provide Utility Consulting Services – 2024 Water and Wastewater Rate Study for Village of Palm Springs, FL

Dear Tom:

As requested by the Village of Palm Springs (the “Village”) and based on our discussions, Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to submit this proposal to serve as a subconsultant to Kimley-Horn and Associates (“KH”) to provide Utility Consulting Services (the “Proposal”) with respect to the preparation of a water and wastewater financial forecast and user rate update (the “Project”) on behalf of the Village’s water and wastewater utility enterprise (the “System”). Pursuant to Chapter 78, Section 78-1 (the “Rate Ordinance”), the Village has adopted a phased rate implementation plan with the final year of such plan being the Fiscal Year 2024. Based on our understanding of the Project predicated on your discussions with the Village, the Project would primarily consist of: i) preparing an update to the six- (6) fiscal year financial forecast (with the Fiscal Year 2024 being the “Base Year” of the forecast period) and corresponding revenue sufficiency and full cost recovery model; ii) the design of updated water and wastewater rates for monthly service, including a five- (5) year rate implementation schedule; and iii) the development of updated capital contribution fees and certain customer service / miscellaneous fees (all of which were last evaluated as part of the 2018 Rate Review Project for the System) (the “Project”). Based on our discussions and our understanding of the Project, Raftelis proposes the following:

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Robert Ori would serve as a Technical Advisor and Mark Tuma will serve as the Project Manager for the Project and both will be the primary contacts with both KH and the Village. Other financial analysts and administrative personnel for the firm may be utilized during the engagement as needed. The services covered by this Proposal shall be provided based on the direct labor and indirect cost rates presented in Attachment A, which is made a part of this Proposal.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Proposal.

COMPENSATION AND BILLING

Based on the scope of services as summarized in Attachment B and the direct labor billing rates as shown on Attachment A, we propose to establish a maximum not-to-exceed contract to perform the Project on behalf of the Village in a not-to-exceed contract budget of \$79,950. A summary of the determination of the cost estimate is shown in Attachment C. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any. It should be noted that the cost estimate is based on an anticipated staffing plan for the Project; Raftelis will have the right to use personnel that is considered to be needed to perform the scope of services that may have not been reflected on Attachment C; however, this change in personnel will not affect the proposed project cost. Additionally, the proposed project cost does not include consulting service costs that may be required of KH, if any, and such costs are considered in addition to the project cost estimate shown above.

The costs incurred by Raftelis for such other direct costs, if any, would be billed to the Village based on the standard rate for the recovery of such costs as identified in Attachment A. It is proposed that Raftelis would bill monthly for services to KH relative to this engagement based on the sum of: i) the hourly amount of time spent by the Raftelis Project team members; ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses required to assist in Project completion, as adjusted for administrative costs per Attachment A. It is not anticipated that any subconsultants would be required to assist Raftelis in the completion of the Project and none has been assumed in the development of the proposed Project contract budget. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis would notify KH of such need in writing for approval by the Village prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

To the extent that the utility consulting scope of services as summarized on Attachment B, including any additional services as may be requested by the Village, are performed by Raftelis but the total cost of such services, including the additional services, does not exceed the Village's contract budget or cost recognized in this Proposal, no modification to the contract price to perform the additional services will be billed to the Village. Additionally, if the consulting services provided by Raftelis, including any additional services, are completed and the contract budget or cost has not been fully expended by the Village, Raftelis will not bill the Village for the remainder of the contract budget for the utility consulting services as provided.

PROJECT SCHEDULE

Upon notification to proceed as provided to KH by the Village, which is predicated on the continued approval of an agreement between KH and the Village, Raftelis would complete the water and wastewater rate study within 150 days after being given notification to proceed and the start date for the Project for presentation to the Village Council at a public workshop, the date of which has yet to be determined. The project schedule assumes that the proposed rates as identified in the study to be developed will be implemented on or about October 1, 2024. The completion of the analysis would be subject to the availability of information provided to Raftelis from both KH and the Village that would be necessary to conduct our rate study update analysis.

STANDARD TERMS AND CONDITIONS

Raftelis would be subject to the terms and conditions of the Agreement for Professional Services dated September 13, 2018 between KH and the Village (the "KH Agreement"), to the extent applicable based on the services being provided by Raftelis. The KH Agreement is included by reference only and is considered as part of this Proposal.

NOTIFICATION

The primary contacts concerning an interpretation of the terms of the Agreement, including the scope of services as delineated in this Agreement shall include the following:

For KH:

Mr. Thomas C. Jensen, P.E.
Principal
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Phone Number: 561-840-0853
Email: Tom.Jensen@Kimley-Horn.com

For Raftelis:

Mr. Robert J. Ori
Executive Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751
Phone Number: (O) 407-628-2600
Email: ROri@Raftelis.com

Mr. Mark Tuma
Senior Consultant
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751
Phone Number: (O) 407-628-2600
Email: MTuma@Raftelis.com

FINANCIAL ADVISOR QUALIFICATION

In the preparation of the scope of services as set forth in this Agreement, to the extent that Raftelis may need to rely upon certain assumptions regarding the financing of future capital improvements using external sources of funds such as the issuance of debt, these assumptions shall be developed in conjunction with the Village staff and/or the Village's Municipal Financial Advisor. The use of such capital financing assumptions is solely for utility rate and financial planning purposes identified in this scope of services and should not be interpreted as advice regarding the ultimate sizing, timing, and the cost of debt capital. These debt-related variables are subject to market conditions, as well as the Village's credit rating at the time of issuance, and advice regarding such terms and conditions shall only be provided by the Village's registered Municipal Financial Advisor. As such, the actual terms and conditions associated with the issuance of any future debt may vary from the assumptions used in performing the scope of services prepared pursuant to this Agreement.

Mr. Thomas C. Jensen, P.E.
Kimley-Horn and Associates
November 22, 2023
Page 4

Based on the foregoing, in accepting this Proposal the Village recognizes Raftelis as a subconsultant to KH and the Village expressly acknowledges that Raftelis is not a "Municipal Advisor" as defined under Section 15B(e)(4)(A) of the Exchange Act as amended by the Dodd- Frank Act and thus is not providing advice with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms and conditions and other similar matters concerning financial products or issues. By approving this Proposal which will indicate its approval and acceptance of the proposed scope of work and fees, the Village also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

We appreciate the opportunity to submit this Proposal to KH to provide utility consulting services on behalf of the Village. If this Proposal, including the cost estimate and Scope of Services, is acceptable to both KH and the Village, please provide the necessary contract documentation between the two firms that would incorporate the terms of this Proposal. Once we have an executed agreement between the two firms, which would recognize acceptance by the Village of our Proposal, Raftelis will consider that as our notice to proceed on the Project.

As always, we thank you for your consideration of Raftelis and we look forward to working with KH and you and the Village in the future on the Project.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Robert J. Ori
Executive Vice President

RJO/dlc
Attachments

ATTACHMENT A

**VILLAGE OF PALM SPRINGS, FLORIDA
2024 WATER AND WASTEWATER RATE STUDY**

**SCHEDULE OF DIRECT LABOR HOURLY RATES
AND STANDARD COST RATES – RAFTELIS**

The hourly direct labor rates and standard cost rates as shown below reflect rates in effect as of the date of this Task Order.

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates
Executive Vice President / Vice President	\$285.00
Principal	\$260.00
Senior Manager	\$225.00
Manager	\$200.00
Director of Data Services	\$250.00
Senior Consultant	\$190.00
Consultant	\$170.00
Senior Associate	\$140.00
Associate	\$110.00
Rate Analyst	\$ 85.00
Administrative Support Staff	\$ 75.00

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Published Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-exceed per Raftelis Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Sub-consultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

ATTACHMENT B

VILLAGE OF PALM SPRINGS, FLORIDA 2024 WATER AND WASTEWATER RATE STUDY

SCOPE OF SERVICES

GENERAL

The following represents the scope of services to be performed by Raftelis Financial Consultants, Inc. (“Raftelis”) as a subconsultant to Kimley-Horn and Associates (“KH”) as it relates to providing utility consulting services associated with the preparation of a water and wastewater utility rate and connection charge study (the “Project”) for the Village of Palm Springs (the “Village”) water and wastewater utility system (the “System”).

SCOPE OF SERVICES

The tasks included in the scope of services to perform the Project are described below:

Task 1 – Kickoff and Data Acquisition / Compilation Review: Raftelis will prepare a data request to initiate the Project and to compile statistical and financial information from the Village. Raftelis will prepare a written data request and will interview staff members to collect capital and planning documentation as well as other relevant information needed to perform the revenue sufficiency study and in support of the design of proposed rates, if any. Data that will be requested will include, but not be limited to, the following: i) financial data such as the adopted 2024 System operating budget and financial statements and documents detailing recent historical operating results; ii) available cash balances by specific fund; iii) the most recent capital improvement plan including any carry-forward projects approved in prior years that are still in process; iv) historical detailed customer billing and sales statistics; v) financing and debt-related information (Series 2013 Promissory Note and other debt-related documents, including debt amortization schedules); vi) utility rate, operational, and engineering data; vii) fixed asset records; viii) water and wastewater service agreements with utility providers; and ix) other information as deemed necessary by Raftelis to prepare the System financial forecast and rate evaluation. This task assumes the attendance of one (1) meeting with the Village and KH by Raftelis representatives to review compiled information and discuss issues relative to the financial review analysis and the evaluation of the capital funding plan and sufficiency of revenues to meet the estimated expenditure requirements of the System (referred to as the “Kick-off meeting”).

Task 2 – Development of Customer Usage Forecast: Raftelis will evaluate and present up to five (5) years of statistical information as provided by the Village to review trends and overall System demand requirements; subject to data availability (must be in an electronic format or annual report). The purpose of this analysis will be to identify trends in customer growth and usage relationships by rate or billing class. Based on historical trends in customer growth and usage requirements, information provided by the Village, and discussions with Village staff relative to development / re-development and growth within the service area as well as potential modifications to customer needs, Raftelis will

prepare a customer and sales forecast for the respective water and wastewater utility systems for the six- (6) fiscal year period ending 2029 (with the Fiscal Year 2024 being the “Base Year” and the Fiscal Year 2025 being the “Test Year” of the forecast period and collectively referred to as the “Forecast Period”). The forecast will be prepared on an individual class basis consistent with the existing billing parameters and based on data availability to: i) develop the rate revenue forecast based on existing rates by customer class as reflected in the utility billing system since each class of customers may have different usage requirements, rates of growth, or equivalent factor relationships; and ii) to assist in the analysis of base charges that are billed on a “meter-based method” approach. The forecast will include analysis of metered water sales, which are billed the wastewater commodity rates to properly estimate the revenues derived from wastewater rates.

Based on data availability, Raftelis will prepare a billing frequency that will allow for the development of a water usage and billed wastewater profile for the residential customer classes. The information to be obtained by Raftelis will include “by individual customer” billing records (download from the customer utility billing program) for the Fiscal Year 2023 (or 12-consecutive month period as selected by the Village) on a monthly basis such that an evaluation of billed flows, customer use, and the ability to adjust rate structures can be evaluated. An analysis of water use and billed wastewater flow by consumption block by class will be developed and a revenue reconciliation analysis will be performed to test the detailed billing data.

Task 3 – Development of Revenue Projections from Existing Rates: This task involves the development of System rate revenues for the Forecast Period from existing rates recognizing: i) the results of the customer and sales forecast performed in Task 2; and ii) the Village’s existing rates for service. Additionally, this task will involve a rate-revenue “reasonableness” test (reconcile model results to reported amounts on Village financial statements) to ensure that the revenue model and billing determinants are reasonable relative to the modeling process.

This task will also include the projection of other operating revenues, interest income earned on unrestricted fund balances as defined in any loan agreements for the System or as may have been created by the Village on behalf of the System and revenues derived from other miscellaneous utility transactions (e.g., customer service charges).

Task 4 – Development of Operating Expense Projections: This task includes the development of a projection of the estimated amount of annual operating and maintenance expenses (the “Operating Expenses”) identified to be funded from water and wastewater rates for the Forecast Period. This task will be performed in sufficient detail in order to: i) recognize the primary expenses incurred by the individual utility systems; ii) assist in the projection of expenditures for the applicable Forecast Period; iii) recognize changes in operating costs due to changes in regulatory requirements, utility operations and the implementation of the capital improvement program; and iv) have sufficient detail in operating expenses to properly allocate the costs among the utility systems as well as the rate structure attributes. Finally, other operating expenses such as inter-fund transfers, administrative allocations, contingency reserves, insurance needs, and other expenses will be evaluated to design rates that promote the full recovery of costs.

Task 5 – Capital Improvement and Funding (Flow of Funds) Analysis: This task involves working with KH and the Village to identify the System applicable capital improvement program for the Forecast Period and to develop a funding analysis to identify available sources of funds for financing of the respective capital improvement program and the estimated impact on utility rate revenues associated with the capital funding program for the Forecast Period. The forecast will assume a “fully funded” capital plan for all capital projects identified by KH and the Village. This task will also involve a review of all restricted / unrestricted fund balances available for financing the capital improvement program, identification of the status of current capital projects currently in process, assistance in the funding of the capital program or the identification of the timing of when funds should be expended for the capital facilities, the identification of the need for securing external sources (e.g., revenue bonds or notes, loans from the State Revolving Fund loan program, etc.) to fund the capital program and to limit or phase-in rates during the Forecast Period, and the identification of capital needs to serve existing as well as future customer growth. As part of this task, Raftelis will also evaluate prior period capital projects that are still underway, and which have a claim on the existing financial resources of the System (construction-work-in-progress). Additionally, this task will include the development of a cash flow model by specific fund to evaluate System liquidity and the availability of funds to finance the capital program. Finally, a review of capital re-investment rates will be considered to provide a programed funding level for ongoing utility plant replacement, renewals, rehabilitation, and upgrades from utility service rates.

Task 6 – Other Revenue Requirement Identification and Management Dashboard: To meet the financial obligations of the Village’s utility systems, Raftelis will review the financial aspects of the Village’s utility systems to potentially recognize other revenue requirements that may need to be allocated or included in the rate analysis and program updates to the financial forecast model. This task will include assistance in the development of fiscal targets in terms of working capital maintenance, the funding of capital re-investment for long-term planning needs, and the recognition of any other transfer requirements that may be associated with the utility system. As part of this task, Raftelis will develop / update the “management dashboard” to allow for the review of the financial position of the utility and the ability to perform sensitivity analyses to finalize the financial forecast. Raftelis will work with the Village to identify or update any fiscal policies and financial performance targets that will provide guidelines and support for the financial forecast and revenue sufficiency fiscal policies necessary to address the need for goals related to financial performance indicators, such as debt service coverage ratios and reserve fund levels that the Village may deem necessary.

Task 7 – Compliance Analysis: This task will be a continuation of the Task 6 activities and will be conducted to identify the ability of the recommended rates to meet any rate covenant and flow of fund requirements as defined in the governing bond resolution or loan agreements that authorized the issuance of the outstanding utility system revenue bonds. The compliance analyses will be performed for the Forecast Period to maintain the financial integrity of the System. A combined analysis of the water and wastewater systems and the meeting of the rate covenants will be performed since the bond resolution would delineate the rate compliance requirements in this manner. If required, this compliance analysis will also include evaluation of the additional bonds test for the System to determine that the issuance of the additional utility revenue bonds on a parity basis with the outstanding indebtedness will be met to fund future capital needs.

Task 8 – Development of Net Revenue Requirements and Rate Impact Analyses and Staff Presentation: Based on the aforementioned tasks, Raftelis will prepare a summary of the total net revenue requirements of the individual and combined water and wastewater systems and the accompanying rate impact requirements for each fiscal year of the Forecast Period. An off-site virtual meeting will be held with the Village staff and management to present the results of the initial study findings and results. Based on the results of the staff meeting, Raftelis will make modifications to the analysis prior to the initiation of the rate design aspects of the study.

Task 9 – Design of Proposed Retail Water and Wastewater Rates: Based on the allocated costs, the details of the customer forecast and bill frequency data, and the rate objectives of the Village, Raftelis will design proposed retail water and wastewater base charge and usage / volumetric rates for the Village for the Test Year. Any subsequent rate adjustments identified as part of a rate phasing plan, if any, to meet the estimated financial needs of the System will be applied uniformly to the proposed Test Year rates. Up to two (2) different rate designs will be considered based on data availability.

Task 10 – Determination of Capital Contribution Fees: Based on information collected and the results of detailed interviews of key staff members, Raftelis update the level of Capital Contribution Fees charged to new development for the reservation and allocation of water and wastewater capacity. The evaluation will include the following components:

- Raftelis will evaluate existing utility asset costs and incremental capital costs to provide utility service to future service needs or new development. Raftelis will functionalize the utility fixed asset costs to the service categories to evaluate current assets in place to provide service; the following categories shall be recognized based on data availability:
 - Water production and treatment facilities;
 - Wastewater treatment facilities (as may be required since Village is wholesale customer of the City of Lake Worth and Palm Beach County);
 - Water pumping, storage, and backbone transmission components;
 - Wastewater pumping and backbone transmission components;
 - Water distribution components;
 - Wastewater collection, local lift station, and vacuum sewer components; and
 - Miscellaneous equipment and components as needed (General Plant).
- Raftelis will review the System’s updated capital improvement plan (“CIP”) and capacity additions necessary to serve growth and incorporate the capital improvement plan into the fee analysis. Raftelis will work with KH and Village staff to identify capital expenditures that:
 - i) are allocable to new development or growth within the identified capital planning horizon;

ii) serve to upgrade or improve utility plant that has remaining capacity allocable to growth; iii) are allocable to new development of growth outside of the identified capital planning horizon; and iv) are for System benefits and upgrades of assets associated with serving only existing customers and capacity. Raftelis will review the System's CIP and categorize proposed projects as described above.

- A review of the level of service standards consistent with the Village's current operating criteria, industry standards, and other factors.
- Based on the level of service standards recognized by the Village, an analysis of the Village's existing and projected ERC requirements will be conducted; this scope does not encompass the preparation of a detailed level of service study but will encompass a review of Village Ordinances, master planning documents, and other available documentation (e.g., Village's Comprehensive Land Use Plan, development agreements, etc.). This analysis is necessary to evaluate the capacity utilization of the water and wastewater facilities (from both an existing and prospective capital facility standpoint).
- Based on the LOS standards and functionalized capital facilities considered available to meet the water and wastewater demands from new development, Raftelis will develop Capital Contribution Fees for water and wastewater service for the Village. The proposed fees will be developed on a "per gallon of capacity" basis and on an equivalent residential customer (i.e., single-family resident) basis and will recognize the estimated contribution to need based on capital facility burden imposed on the Village by new development.
- A review or identification of any alternative funding sources (contributed capital) that have been or will continue to be available to the Village, which will serve to reduce the capital funding requirements from new development, if any.

Task 11 – Evaluate and Update Miscellaneous Service Charges: Raftelis will evaluate the following existing miscellaneous fees summarized below to determine the estimated direct and as contained in the Village's current utility rate resolution. The existing service fees to be evaluated include:

- Meter Installation Charges (Tapping Fees);
- Backflow Prevention Charges;
- Hourly Vehicle and Equipment Rates;
- Hourly Labor Rates;
- Initiation of Service (New Service) Fee;
- New Accounts – Change / Transfer of Ownership;
- Turn-off / Turn-on at Owner's Request (Business Hours);
- Field Service Call (Business Hours and After Business Hours);

- Recheck Meter Reading (Re-read) (Business Hours);
- Meter Calibration (Business Hours);
- Returned Check for Non-Sufficient Funds (“NSF”) Processing Charge; and
- Late Payment Fees.

This evaluation assumes incorporating results of interviews with Village staff to identify the direct and indirect costs associated with applicable fees. Specifically, the costs for services will be identified by component, including but not limited to labor and time, vehicle and equipment use, parts and materials, customer service-related costs, administrative and overhead and other associated costs. The identified unit costs will be compared to the existing fees for service and reviewed with staff in an on-site meeting.

Task 12 – Rate and Fee Comparisons with Other Utilities: Raftelis will prepare comparisons of the existing and proposed Test Year water and wastewater rates (monthly service charges) with those of other neighboring or similar utilities. This will provide an indication to the Village of the rate levels charged by others in relation to the existing and proposed rates of the Village. Raftelis will prepare a comparison of the existing and proposed Capital Contribution Fees with those of other neighboring or similar utilities to provide an indication of the cost recovery imposed on new growth by such utilities. Raftelis will prepare a comparison of the existing and proposed miscellaneous service charges with those of with those of other neighboring or similar utilities to provide an indication of the cost recovery imposed for these services by such utilities; for this comparison, the surveyed utilities will be limited to 10 due to the complexity in obtaining information from local governments for these types of fees.

The performance of Tasks 2 through 12 includes and an allowance for the attendance of four (4) off-site virtual teleconference meetings to discuss issues, develop forecast assumptions, present preliminary findings and results to Village management and staff, and review progress to date for the preparation of the study.

Task 13 – Staff Presentation of Study Results and Findings: Raftelis will prepare a summary documenting all of our analyses, assumptions, and considerations for final review by Village staff (the “Study”). This task assumes the attendance of an off-site virtual meeting with the Village staff to present the results of the final draft study findings and results. Based on the results of the staff meeting, Raftelis will make any modifications to the analysis prior to submittal of the recommendations for Village Council consideration.

Task 14 – Rate Ordinance Review: Raftelis will provide general (limited) assistance to the Village Attorney, as required, in drafting those portions of the utility rate ordinance that are affected by the results of the Study, which will delineate the proposed water and wastewater retail rates and other fees and charges reviewed by Raftelis for presentation to and adoption by the Village Council. Raftelis will review the rate ordinance to check the consistency with the recommended changes as contained in the Study.

Task 15 – Public Hearings: To present the recommended rate implementation plan to the Village Council and the public based on the result of the Rate Study, Raftelis will attend one (1) public hearing with the Village Council associated with the first reading of the rate ordinance. Raftelis will submit materials related to the presentation one week in advance of the Village Council public meeting.

MEETINGS

During the course of this engagement, it is anticipated that Raftelis will attend a total of four (4) meetings and four (4) virtual off-site teleconference meetings consisting of:

- One (1) on-site kickoff and data collection meeting with Village staff;
- One (1) on-site meeting to interview Village staff in support of the determination of the miscellaneous service fees currently under review;
- One (1) public hearing (workshop or formal public hearing) at the Village to present the results of the rate study to the Village Council; and
- Four (4) virtual off-site teleconference meetings to gather specific / additional information and review assumptions, analyses, and preliminary work product.
- One (1) virtual off-site teleconference meeting to present findings to Village management and to discuss Village Council presentation of proposed rate plan.

The attendance of any additional meetings will be considered as an additional service. For the purposes of the scope of services and the development of the project cost estimate shown on Attachment C, an allowance for eight (8) hours per on-site meeting per Raftelis representative and two (2) hours per virtual meeting per Raftelis representative has been assumed.

LIST OF DELIVERABLES

The deliverables to be provided associated with the Project include the following items:

- Data Request
- Water and Wastewater System Revenue Sufficiency Analysis and Rate Recommendations
- Capital Contribution Fee and Miscellaneous Fee Analysis and Rate Recommendations
- Rate Comparison Between Existing and Proposed Residential Rates and Capital Contribution Fees for both Water and Wastewater Service and with neighboring Public Utilities
- Final Water and Wastewater System Rate and Fee Analysis Report – Electronic Copy only
- Briefing Document for Presentation to the Village Council

VILLAGE STAFF ASSISTANCE

As with any major study performed for a public utility, the staff will be called upon to provide assistance to Raftelis to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the Village:

1. The gathering of specific customer, operational and financial data, and information relative to the Project;
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Village;
3. Providing assistance in the formulation of policy decisions relative to cost or need determination, cost allocation and rate design. An example would include rate-phasing alternatives, capital improvements project prioritization, etc.;
4. Providing assistance in public relations program, scheduling of the Village Council meetings, and communication of the “political” aspects of the Project;
5. Preparation of other miscellaneous fees and deposits that are not specifically identified in the scope of services;
6. Performing a general review and providing comments relative to the results of our analyses and reports to the Village; and
7. Assistance by the Village’s clerk and its legal counsel in the development of the rate ordinance.

ADDITIONAL SERVICES

During the course of the Project, the Village may request additional services relative to the performance of the rate study update from Raftelis. Such services will not be conducted until authorized by both KH and the Village. All invoices for additional services performed by Raftelis will be based on the hourly rate schedule of Raftelis members as identified on Attachment A of this Proposal or some other basis as mutually agreed between KH, the Village, and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

1. Attendance of meetings with Village staff, Village committees or interested parties, or public hearings with the Village Council in addition to what is contemplated in the scope of services.
2. The derivation of additional rate design alternatives beyond what is contemplated in the scope of services.
3. Design of other miscellaneous service charges not specifically addressed in the scope of services.

4. Performance of any annual update to the financial forecast after completion of the rate study.
5. Assisting in the development of any disclosure reports and loan application documents in support of the financing of capital improvements to the System.
6. Preparation of any computer model documentation or providing training to Village staff relative to the use of the financial model that may be provided to the Village after project completion.
7. Delays in the Project schedule at no fault to Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

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ATTACHMENT C

Village of Palm Springs, Florida

Cost Estimate Associated with Performing a 2024 Water and Wastewater Rate Study

Line No.	Task Ref.	Executive / Vice President	Senior Consultant	Senior Associate	Associate	Administrative Support Staff	Totals
1	Direct Labor Rates	\$ 285.00	\$ 190.00	\$ 140.00	\$ 110.00	\$ 75.00	
2	Data Acquisition, Compilation and Review	1	4	2	-	2	9
3	Development of Customer Usage Forecast - Historical Data Compilation and Billing Frequency	2	8	-	30	-	38
4	Development of Customer Usage Forecast - Forecast Analysis	2	3	8	-	-	12
5	Development of Revenue Projections from Existing Rates	3	2	8	-	-	10
6	Development of Operating Expense Projections	4	10	18	-	-	30
7	Capital Improvement and Funding (Flow of Funds) Analysis	5	8	14	-	-	25
8	Other Revenue Requirement Identification and Management Dashboard	6	8	12	-	-	22
9	Compliance Analysis	7	3	-	-	-	4
10	Development of Net Revenue Requirements and Rate Impact Analyses	8	4	1	-	-	6
11	Design of Proposed Retail Water and Wastewater Rates	9	14	4	-	-	21
12	Determination of Capital Contribution Fees	10	20	48	8	-	80
13	Evaluate and Update Miscellaneous Service Charges	11	24	12	-	-	40
14	User Rate, Capital Contribution, and Miscellaneous Fee Comparisons	12	2	2	16	-	20
15	Staff Presentation of Study Results and Findings - Report Preparation	13	22	8	-	10	50
16	Rate Ordinance Review	14	2	-	-	1	4
17	Public Hearings - Prepare Presentation Materials	15	6	-	-	2	10
	Project Meetings						
18	Kickoff and Data Collection Meeting (One Meeting)	1	8	8	-	1	17
19	Interview Staff for Miscellaneous Service Charges / Present Results - Village Staff (One Meeting)	11	8	-	-	-	16
20	Presentation of Study Results and Findings - Village Council (One Public Hearing Meeting)	14	8	-	-	-	16
21	Presentation of Work Progress and Discuss Assumptions (Five Virtual Meetings - Off-site)	2-13	10	8	-	-	24
22	Project Management	All	-	-	-	1	2
23	Total Hours	66	174	145	54	17	456
24	Direct Labor Cost	\$ 18,810	\$ 33,060	\$ 20,300	\$ 5,940	\$ 1,275	\$ 79,385
25	Average Hourly Rate						\$ 174.09
	Other Direct Costs						
26	Transportation Allowance (3 Trips at 1-Day Rental Car of \$75 + \$45.00 Fuel + \$20 Toll Round Trip)						\$ 420
27	Allowance for Copy and Report Preparation - ([15 Reports × 2 Drafts × 125 Pages × \$0.05/Page] + [15 Reports × \$5.00/Cover and Back])						-
28	Other (e.g., Telephone, Other Miscellaneous Travel Costs, Delivery Charges)						100
29	Miscellaneous Allowance and Fee Rounding						45
30	Total Other Direct Costs						\$ 565
31	Total Estimated Project Cost						\$ 79,950



VILLAGE OF PALM SPRINGS

ATTACHMENT 2

LIST OF PROJECT DELIVERABLES



VILLAGE OF PALM SPRINGS

ATTACHMENT 2

LIST OF DELIVERABLES

TASK 1 – Water Supply and Other Infrastructure Plan Development

1. Draft Submittal
 - Four (4) copies, bound for Village review and comment.
2. Final Submittal
 - Six (6) copies, bound.

TASK 2 and 3 – Capital Improvement Plan and Rate Study

1. Draft Submittal
 - Six (4) copies, bound for Village review and comment.
2. Final Submittal
 - Ten (10) copies, bound for Village review and comment.
 - Electronic copy of rate and capital contribution models (Excel)



VILLAGE OF PALM SPRINGS

ATTACHMENT 3

STAFFING COST PROPOSAL

Village of Palm Springs
2024 Water and Wastewater Rate Study
4-Jan-24
Fee Estimate Summary

Scope No.	Task Description	Principal	Senior Professional	PM	Professional	Analyst	Sr Design/Const	Admin. Support	Subconsultant	Total Hours	Grand Total (\$)
1.0	Water Supply and Other Infrastructure Plan Development										
	Meeting with Staff	2.0	0.0	3.0	0.0	0.0	0.0	0.0		5.0	\$ 885.00
	Water Supply Site v=Visits/Data Review	2.0	2.0	16.0		12.0	4.0			36.0	\$ 5,150.00
	Other outside the fence needs	2.0	2.0	12.0	0.0	8.0	4.0			28.0	\$ 4,110.00
	R&R Summary	2.0	1.0	12.0		4.0				21.0	\$ 3,025.00
	Project Narratives/OPC	4.0	2.0	21.0		10.0				41.0	\$ 5,795.00
	Coordinate w/Rafetelis	2.0								2.0	\$ 420.00
	Review Findings w/Staff	2.0	0.0	2.0			4.0	0.0		4.0	\$ 730.00
	Prepare Tech Memo	4.0	1.0	16.0				4.0		29.0	\$ 4,405.00
2.0	Capital Improvement Plan Development										
	Identify CIP w/Staff	2.0		3.0			0.0			5.0	\$ 885.00
	Define CIP	2.0	0.0	10.0			2.0	0.0		14.0	\$ 2,280.00
	CIP Costs/2-Review meetings with Staff	4.0	0.0	12.0			2.0	2.0		20.0	\$ 3,150.00
			0.0		0.0			0.0		0.0	\$ -
	Coordinate w/Rafetelis	2.0	0.0	6.0		4.0		2.0		2.0	\$ 420.00
	2-work sessions	2.0		8.0		4.0		2.0		14.0	\$ 1,910.00
3.0	2024 Water and Wastewater Rate Study	2.0								16.0	\$ 2,220.00
	Rate Study										\$ -
	Rafetelis Coordination	4.0	0.0		0.0		0.0		\$ 79,950.00	0.0	\$ 79,950.00
	Billing Rate	38.0	8.0	121.0	0.0	42.0	16.0	16.0		4.0	\$ 840.00
	TOTAL HOURS/LABOR COST	\$ 210.00	\$ 185.00	\$ 155.00	\$ 145.00	\$ 105.00	\$ 155.00	\$ 70.00		237.0	\$ 116,175.00
	SUB TOTAL	\$ 7,980.00	\$ 1,480.00	\$ 18,755.00	\$ -	\$ 4,410.00	\$ 2,480.00	\$ 1,120.00	\$ 79,950.00		\$ 116,175.00
	Direct Expenses (0.046)	\$ 367.08	\$ 68.08	\$ 862.73	\$ -	\$ 202.86	\$ 114.08	\$ 51.52	\$ 3,677.70		\$ 5,344.05
	GRAND TOTAL	\$ 8,347.08	\$ 1,548.08	\$ 19,617.73	\$ -	\$ 4,612.86	\$ 2,594.08	\$ 1,171.52	\$ 83,627.70		\$ 121,519.05



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Utilities

ITEM #5: Equipment Purchase - Cooperative Purchase - Tradewinds Power Corp. - Utilities Department (FY 2024 Budget Funded)

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

Within the FY 2024 Budget, the Village Council approved the purchase of one (1) portable generator for \$97,500.00. Utilizing the County Sheriffs' Association and Florida Association of Counties, staff was able to obtain a quote for \$75,810.00.

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

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

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

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Quote - Tradewinds Power Corp.



TRADEWINDS®

POWER CORP Est. 1978

5820 NW 84th Avenue • Miami, Florida 33166

Ph. 305-592-9745 • 800-223-3289

www.tradewindspower.com

Engines
Pump Sets
Power Units
Transfer Switches
Parts and Service
Generator Systems

TO: THE VILLAGE OF PALM SPRINGS

Jordon Hales

Utilities Instrument Tech

Phone: 561-202-4877

Quotation # TP54005CM

Thursday, January 11, 2024

jhales@vpsfl.org

Amount	Description	Each	Extended
1	Model TP150 Base Awarded Tradewinds Mobile Generator Set under FSA contract No. FSA23-EQU21.0, Spec #162. October 1, 2023.	162,283	162,283
1	T40-M-FS Credit - Downgrade to a 40kW mobile generator package, current emission compliant 1800 rpm diesel engine; Aluminum sound insulated weather enclosure, powder coated; 120/240 1 ph., 120/240-120/208-277/480 3 ph., 3 position, single output changeover switch; single camlocks connection box; 150 A main breaker; 70 gal double wall in base fuel tank street legal trailer with electric brakes. Unit non -proprietary. Customer specifications: 40 KW (50 KVA) Standby, 36 KW (45 KVA) Prime, 277/480 Volts, 60 Hz, Three Phase, 0.8 P.F. Amp Load Capacity: 60; Load Bank tested. 120/240 Volts, 60 Hz, Three Phase, 0.8 P.F. Amp Load Capacity: 120; Load Bank tested.	-101,537	-101,537
1	T-VCS-20-FS Net cost Adder - Upgrade to a 2 position dual output Voltage selector switch 240V HYUNDAI D24, US EPA complaint, Tier 4 diesel engine, 4 cylinders in-line, turbocharged and Intercooled, radiator sized for 120°F ambient clearance; 12 VDC system, battery charging alternator and starter motor. AC alternator, 4 Pole, brushless exciter, Single Bearing Alternator, insulation Class 'H' UL1446. with Digital Voltage Regulator and PMG.	3159	3,159
1	TUPALT-FS - Net Cost Adder - Upsized alternator. Tradewinds NFPA 110 Digital Instrument/Control Panel with Safety Shutdowns Complete with DC Voltmeter, Hourmeter, Oil and Temperature Gauges, Frequency Meter, Ammeter & Voltmeter Phase Selector Switch, Engine Cool Down Timer, Remote "E" Stop Contacts, Remote Auto Start Control, Low Fuel Level Alarm, Breakers for A/C and D/C, and a Emergency Stop Push Button. Optional Equipment included in above pricing: Wet Battery, Battery Rack, and Battery Cables. 12vdc - 6amp charger mounted internally; wired to battery and N3R outlet. Marine Grade Aluminum Sound attenuated Enclosure, stainless steel hardware, lockable latches, removable doors, all keyed alike. Finished painted a white powder coat. Enclosure is rated for an estimated 72dba at 21'. Oil and water drain lines with brass ball valves SS Exhaust Flex, 25dBA exhaust muffler and cast aluminum rain cap, all installed. Two position voltage change over switch mounted in the generator can, wired to a 200 Amp UL rated mainline circuit breaker with a 12vdc shunt trip. 120V 20A DC input for battery charger ja jacket water heater. Two Thumb screws are provided for remote start stop contacts of Transfer Switch. Two Thumb screws are provided for remote alarm indication.	1,740	1,740
1	T100-1-40L-FS Net Cost Adder - 100 A rated, 40 ft length, 2000 V, (5) five conductors flexible S/O cord. 100 A BREAKER INCLUDED. PLUG WILL BE PROVIDED BY THE CUSTOMER	1370	1370
1	T200-1-40L-FS Net Cost Adder - 200 A rated, 40 ft length, 2000 V, (5) five conductors flexible S/O cord. 200A BREAKER INCLUDED. PLUG WILL BE PROVIDED BY THE CUSTOMER	3063	3063
*	INSTALLATION OF 2 PLUGS PROVIDED BY THE CITY .	Inc.	Inc.
1	T-SOLAR-FS Net Cost Adder - Solar panel 140W 12V.	2,633	2,633
*	Upgrade Enclosure to accept breaker three (3) breaker box configuration. No camlock connection.	Inc.	Inc.
*	Upgrade DOT heavy duty 7,000lb Steel single axle street legal trailer, electric brakes, round lunette hitch, chains, lights, heavy fenders; steel belted radial tires. Awl grip polyurethane coat, against rust, corrosion, salt, and damp conditions. UV resistant, and waterproof. 175 gallon in base fuel tank with a mechanical fuel level gauge and standard fuel signal that will be read in control panel. Unit will alarm with low fuel and shut down up critically low fuel. Tank will have lockable fuel cap, drain, and necessary fittings.	Inc.	Inc.
1	T-TBX-FS Net Cost Adder - Tool box 11 cu.ft. in diamond plated aluminum, reinforced beveled edge Full load factory test of complete system Sub Total, FOB our warehouse, Miami, Florida	6,722	6,722
	Net cost reduction for repeat customer	79,433	79,433
		-3,623	-3,623
	Onsite Start-up and adjustments. Fuel by others.	Inc.	Inc.
	Delivery to The Village of Palm Springs, Fl. Curbside	Inc.	Inc.
	Total	75,810	75,810
	State & Local Tax as Applicable		
	Estimated Shipping date from receipt of order: 18 - 22 Weeks		

Carmen Miranda Direct 786-753-6530

* Quote good for 15 days. 50% Deposit required, 25% Cancellation Fee. 3.95% Credit Card fee

* \$100 daily storage fee after 10 days of completion notification,

* Make checks payable to Tradewinds Power Corp.

* Wire Transfers to Tradewinds Power Corp, Division of Southeast Power Group, F/B/O Wells Fargo Bank, ABA 121000248 Account 4945741023.



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Utilities

ITEM #6: Approval of Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement - Amendment 1 - Utilities Department

SUMMARY: The Utilities Department is requesting the Village to renew an Interlocal Agreement with The City of Lake Worth Beach to provide wastewater service and wastewater facilities cost-sharing services. The Village has been in an Interlocal Agreement for these services for ten (10) years.

The original Interlocal Agreement between the City of Lake Worth Beach and the Village went into effect on March 27, 2013, and expired on September 30, 2023. The City of Lake Worth Beach has proposed the attached first amendment to the existing Agreement, which the Lake Worth Sub-Regional Board reviewed during meetings on November 8, 2023, and December 13, 2023.

If approved, the Agreement will commence for a ten (10) year term, retroactively commencing on September 30, 2023, and expiring on September 30, 2033, with two (2) additional ten (10) year renewal options remaining.

The amended agreement includes the following changes that take effect during the 2024-2025 fiscal year.

- The Capital/Repair & Restoration Reserve Fund has been tentatively set at \$2,500,000.00 by the board and shall be reviewed annually during budgeting.
- In case of emergency repairs to the shared wastewater collection system, a Catastrophic Fund will be established with a balance of \$1,000,000.00 and reviewed annually during budgeting.

The proposed Interlocal Agreement was prepared by the Village Attorney and reviewed by the Lake Worth Sub-Regional Board, Assistant Utilities Director, and Utilities Director.

FISCAL IMPACT:

Funds to support the proposed Interlocal Agreement are available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Resolution No. 2024-04 Interlocal Agreement with Lake Worth Beach
2. Proposed First Amendment to Interlocal Agreement
3. Exhibit I Subregional Transmission Facilities Map
4. Exhibit II Subregional Contract Customer Allocations & Flows for FY22
5. Exhibit III - E. Regional Sewer Calculator 2024

6. Exhibit A Memo on Administrative Charges

RESOLUTION NO. 2024-04

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AND FIRST AMENDMENT TO THE INTERLOCAL WASTEWATER SERVICE AND WASTEWATER FACILITIES COST-SHARING AGREEMENT, WITH THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR A (10) YEAR TERM THAT EXPIRES SEPTEMBER 30, 2033; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The original Interlocal Agreement between the City of Lake Worth Beach and the Village went into effect on March 27, 2013, and expired on September 30, 2023. The City of Lake Worth Beach has proposed the attached first amendment to the existing Agreement, which the Lake Worth Sub-Regional Board reviewed during meetings on November 8, 2023, and December 13, 2023; and

WHEREAS, the Agreement will commence for a ten (10) year term, retroactively commencing on September 30, 2023, and expiring on September 30, 2033, with two (2) additional ten (10) year renewal options remaining; and

WHEREAS, the Village of Palm Springs, the City of Lake Worth and the other cities participating in this Interlocal agreement wish to modify certain terms and conditions of the Sub-regional contracts; and

WHEREAS, the amended agreement includes the following changes that take effect during the 2024-2025 fiscal year.

- The Capital/Repair & Restoration Reserve Fund has been tentatively set at \$2,500,000.00 by the board and shall be reviewed annually during budgeting.
- In case of emergency repairs to the shared wastewater collection system, a Catastrophic Fund will be established with a balance of \$1,000,000.00 and reviewed annually during budgeting

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

Section1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Renewal and First Amendment to Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement, a copy of which is attached hereto as **Exhibit "A"**, and which is incorporated herein by reference, and further authorizes the Mayor and Village Clerk to execute and deliver said Agreement, along with a certified copy of this Resolution to the City Attorney, City of Lake Worth, 7 North Dixie Highway, Lake Worth, FL 33460-3725.

Section 2. This Resolution shall take effect immediately upon its passage.

Council Member _____ offered the foregoing resolution. Council Member _____ 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 Village Council thereupon declared the Resolution duly passed and adopted this February 8, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

CHRISTY GODDEAU, VILLAGE ATTORNEY

RENEWAL AND FIRST AMENDMENT TO INTERLOCAL WASTEWATER SERVICE AND WASTEWATER FACILITIES COST SHARING AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made by and among the **CITY OF LAKE WORTH BEACH, FLORIDA** (formerly known as City of Lake Worth), a municipal corporation of the State of Florida (hereafter "Lake Worth"), the **CITY OF ATLANTIS**, a municipal corporation of the State of Florida (hereafter "Atlantis"), the **TOWN OF LAKE CLARKE SHORES**, a municipal corporation of the State of Florida (hereafter "Lake Clarke Shores"), the **TOWN OF LANTANA**, a municipal corporation of the State of Florida (hereafter "Lantana"), the **TOWN OF MANALAPAN**, a municipal corporation of the State of Florida (hereafter "Manalapan"), the **TOWN OF PALM BEACH**, a municipal corporation of the State of Florida (hereafter "Palm Beach"), the **VILLAGE OF PALM SPRINGS**, a municipal corporation of the State of Florida (hereafter "Palm Springs"), the **TOWN OF SOUTH PALM BEACH**, a municipal corporation of the State of Florida (hereafter "South Palm Beach"), and the **PALM BEACH STATE COLLEGE**, hereinafter referred to as "College." The eight (8) participants in this Agreement shall hereafter collectively be referred to as the "Parties." The seven (7) municipalities of Atlantis, Lake Clarke Shores, Lantana, Manalapan, Palm Beach, Palm Springs, South Palm Beach and the College shall hereafter collectively be referred to as the "Municipalities."

WHEREAS, on March 27, 2013, the Parties entered into the Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement to modify certain terms and conditions of the Subregional Contracts and to resolve certain differences (hereafter "Agreement"); and

WHEREAS, the Agreement expired on September 30, 2023 and the Parties continued their relationship as if the Agreement did not expire; and

WHEREAS, the Parties desire to renew the Agreement and make certain amendments to the Agreement; and

WHEREAS, Lake Worth and Lake Clarke Shores entered into an Interlocal Agreement on September 17, 2013, for Wastewater Service and Wastewater Facilities Cost Sharing, which Interlocal Agreement was modeled after the Agreement; and

WHEREAS, the Lake Worth and Lake Clarke Shores Interlocal Agreement expired on September 20, 2023 and Lake Worth and Lake Clarke Shores continued their relationship as if the Interlocal Agreement did not expire; and

WHEREAS, the Parties desire to have Lake Clarke Shores participation assumed under the Agreement; and

WHEREAS, the Parties find amending the Agreement as set forth herein is in the best interests of the Parties and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the Parties agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Definitions.** For the purpose of this First Amendment, the terms utilized herein shall be as defined in the Agreement unless the context otherwise indicates.

3. **Amendments.** The following amendments are made to the Agreement (*where indicated, the underlined language is added; the strike-through language is deleted*):

3.1 **Section 2.19 - Definition of “Subregional Transmission Facilities” or “Subregional Sewer System” or “Subregional System”**: Exhibit “I” referenced in the definition at this Section of the Agreement is removed and replaced with **Exhibit “I REVISED”**, which exhibit is attached hereto and incorporated herein.

3.2 **Section 4 – Right of Use**: The Parties’ right of use table set forth in Section 4 of the Agreement is deleted and replaced with the revised table entitled **“Table 2 – Subregional Contract Customer Allocations & Flows for FY 2022,”** which is attached hereto and incorporated herein.

3.3 **Section 6. – O & M Budgets; Rates; Allowable Costs**. The following shall be added to the beginning of Section 6:

For purposes of the First Amendment, Fiscal Year 2013 information as set forth in Exhibit III and elsewhere in the Agreement shall remain for historical purposes only.

3.4 **Section 7. – Pass-through Components Calculated; Capital / R&R Reserve Fund Required**. The following revisions are made to Section 7:

SECTION 7. PASS-THROUGH COMPONENTS CALCULATED; CAPITAL / R&R RESERVE FUND AND CATASTROPIC FUND REQUIRED. Lake Worth shall establish annual “pass-through” charges as set forth below.

7.1. Rate Making Procedure for Pass-Through Charges.

(1) The Parties agree that there are currently ~~four~~^{three} (43) primary pass-through charges that shall be paid in accordance with this Agreement. These charges are comprised of: (a) the Lake Worth Subregional R&R related to the Subregional Transmission Facilities, which shall be recommended by the Member Board during each fiscal year budget process and collected and deposited into a Capital / R&R reserve fund as further explained in subsection (2) below; (b) the Subregional Catastrophic Fund, which shall be recommended by the Member Board during each fiscal year budget

process and collected and deposited into a Catastrophic reserve fund as further explained in subsection (3) below; (c) R&R charged to Lake Worth by Palm Beach County related to the Palm Beach County Transmission Facilities, which is collected and paid on an “as-needed” basis according to the contract between Lake Worth and Palm Beach County; and (de) R&R charged to Lake Worth by the ECR Board related to the ECR Facility on October 1 of each year, which shall be collected by Lake Worth. There are currently no other pass-through charges that could be considered the responsibility of the Parties of the System. However, in the future, if any additional pass-through charges are assigned to Lake Worth by the ECR Board, PBC, or some other governmental or quasi-governmental organization, but are not in the control of Lake Worth, these pass-through charges shall be allocated to each Party according to pro-rata share of reserved capacity.

(2) For Fiscal Year 2023-2024 (FY 2024), there shall be no changes to the Capital / R&R reserve fund as set forth in the Agreement. However, during the budgeting process for fiscal year 2024 – 2025 (FY 2025), and commencing FY 2025 and for each fiscal year thereafter, the provision shall read as follows:

The Parties agree that a Capital / R&R reserve fund shall be established and such fund is comprised of money set aside to pay for planned and unusual or extraordinary R&R of the Subregional Transmission Facilities. Each of the Parties agree to pay an annual R&R amount into the Capital/R&R Reserve Fund, based upon their pro-rata share of reserved capacity as set forth in Section 4 of this Agreement unless or until a particular Party terminates or otherwise does not renew or extend this Agreement. ~~Subject to the credit permitted to Palm Springs, t~~The total amount to be allocated based upon the pro-rata shares set forth in Section 4 hereof, and paid to the Capital/R&R Reserve Fund for Fiscal Year 2024-2025 (FY 2025) has been tentatively set by the Member Board at shall be Two Million Five Hundred Thousand Dollars (\$2,500,000). 0.5% of the replacement cost value of the Subregional Transmission Facilities, until said Fund shall contain Two Million Dollars (\$2,000,000.00). The Capital/R&R Reserve Fund balance shall not exceed Two Million Dollars (\$2,000,000.00). Subject to the provisions set forth in Section 10 below, at such time as the balance shall reach Two Million Dollars (\$2,000,000.00), the Parties’ obligation to pay annually into the Capital/R&R Reserve Fund shall be temporarily suspended until such time as the Capital/R&R Reserve Fund balance drops, or is projected to drop, below One Million, Five Hundred Thousand Dollars (\$1,500,000.00), at which time annual payments shall resume by each Party. This tentative amount shall be reviewed during the budgeting process for FY 2025, which shall conclude with a final recommendation by the Member Board to Lake Worth and its City Commission for a final Capital / R&R reserve fund amount to be included in the final Lake Worth adopted budget for FY 2025. Sub-Regional R&R will be billed in 12 equal installments during each fiscal year and all existing funds and collected amounts shall be deposited into an interest bearing account.

During each budgeting process for an upcoming fiscal year, the Parties agree that the Capital / R&R reserve fund amount will be proposed by Lake Worth and reviewed by the Member Board as part of its review of the tentative and final budgets as set forth in Section 6 of the Agreement. The Capital / R&R reserve fund amount for the next fiscal

year shall be recommended by the Member Board to Lake Worth and its City Commission for inclusion and adoption in Lake Worth's final budget.

(3) The Parties agree that a Catastrophic reserve fund shall be established and such fund is comprised of money set aside in an interest bearing account to pay for an emergency catastrophic event impacting the Subregional Transmission Facilities. An "emergency catastrophic event impacting the Subregional Transmission Facilities" shall include, but not be limited to, any natural or manmade emergency, including terrorism, that results in unforeseen and extraordinary damage and/or disruption affecting the Subregional Transmission Facilities and may affect the general public health, safety and welfare. Lake Worth is authorized to utilize the Catastrophic reserve fund to address an emergency catastrophic event impacting the Subregional Transmission Facilities. Lake Worth shall provide notice to the Member Board as soon as reasonably practicable when funds are expended from the Catastrophic reserve fund but no later than the next regular meeting of the Member Board.

The Parties agree that the Catastrophic reserve fund shall be established with each of the Parties paying an annual Catastrophic reserve amount based upon their pro-rata share of reserved capacity as set forth in Section 4 of this Agreement unless or until a particular Party terminates or otherwise does not renew or extend this Agreement. The total amount to be allocated based upon the pro-rata shares set forth in Section 4 hereof, and paid to the Catastrophic reserve fund for Fiscal Year 2024-2025 (FY 2025) has been tentatively set by the Member Board at One Million Dollars (\$1,000,000). Sub-Regional Catastrophic reserve fund will be billed in 12 equal installments during each fiscal year and all collected amounts shall be deposited into an interest bearing account.

During each budgeting process for an upcoming fiscal year, the Parties agree that the Catastrophic reserve fund amount will be proposed by Lake Worth and reviewed by the Member Board as part of its review of the tentative and final budgets as set forth in Section 6 of the Agreement. The Catastrophic reserve fund amount for the next fiscal year shall be recommended by the Member Board to Lake Worth and its City Commission for inclusion and adoption in Lake Worth's final budget.

7.2. Change to Lake Worth's Pass-Through Costs; Review by MB; Billing Procedure. The method of calculation of applicable pass-through costs as detailed herein for the Parties, except for those costs as determined by the ECR Board or Palm Beach County, may only be changed by Lake Worth presenting justification for the same to the MB through the annual budget process for the MB's review and recommendations and ultimate approval thereafter by Lake Worth; ~~provided, however, that the 0.5% of the replacement cost value shall not be increased.~~ The final pass-through amounts shall become effective as of October 1st of the year of presentation to the MB and approval by Lake Worth.

3.5 **Section 9.2: Excess Use Payments.** This provision is revised to read as follows:

Should any Party's sewage flows exceed its reserved capacity, such Party shall pay Lake Worth O & M Charges of 120% of those charges calculated pursuant to Section 6 applicable to the excess flows and Exhibit III herein to the extent and for such length of time as the Party exceeds its authorized allocated capacity. Said excess shall be determined monthly based on the monthly total flow converted to a daily flow and compared to reserved capacity. ~~Said excess shall be determined by subtracting the allocated capacity for an average of the flows for the current month and the two immediately preceding months.~~

3.6 **Section 16: Term; Termination**. This provision is revised to read as follows:

The initial term of this Agreement is extended to September 30, 2033~~shall expire on September 30, 2023~~. The individual Municipalities, or any combination of them, may extend this Agreement for up to two (2) ~~three (3)~~ additional ten (10) year periods (the "extension periods"). In the event a Municipality chooses not to renew this Agreement at the end of the initial current term, or at the end of any of the extension periods, it shall provide Lake Worth with written notice of its intent not to renew on or before February 1st of the fiscal year in which the Agreement is set to expire; ~~provided, however, for those Parties terminating by transfer of all capacity in 2013, notice shall be given on or before May 1, 2013.~~ Notwithstanding the above, a Municipality may terminate this Agreement at any time with written notice to Lake Worth on or before February 1st of the fiscal year in which it seeks to terminate the Agreement. Such termination shall be effective on September 30th of the fiscal year in which the written notice of termination was provided to Lake Worth. The Parties agree that termination or non-renewal by any or all Parties shall not cause an increase in the current share, rates, fees, or charges paid by any non-terminating Party under this Agreement except with respect to transfers of capacity to other ECR members as provided for in Section 12.3.

3.7 **Section 22: Notice**. This provision is revised to reads as follows:

Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation.

If to the City of Atlantis, such Notice shall be addressed to Atlantis at:

City of Atlantis: City of Atlantis
 260 Orange Tree Drive
 Atlantis, FL 33462-1130

With a copy to: _____ Trela J. White, Esquire
 _____ Town Attorney
 _____ Corbett & White, P.A.
 _____ 1111 Hypoluxo Road, Suite 207

Lantana, FL 33462

With a copy to: Keith Davis, Esquire

City Attorney

Davis & Associates, P.A.

701 Northpoint Parkway, Suite 205

West Palm Beach, FL 33407

If to the Town of Lake Clarke Shores, such Notice shall be addressed to Lake Clarke Shores at:

Town of Lake Clarke Shores: Town of Lake Clarke Shores

1701 Barbados Road

Lake Clarke Shores, FL 33406

With a copy to: Charles F. Schoech, Esquire

Town Attorney

Caldwell Pacetti Edwards Schoech & Viator, LLP

1555 Palm Beach Lakes Blvd.,

Suite 1200

West Palm Beach, FL 33401

If to the Town of Lantana, such Notice shall be addressed to Lantana at:

Town of Lantana: Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

With a copy to: Trela J. White, Esquire

Town Attorney

Corbett & White, P.A.

1111 Hypoluxo Road, Suite 207

Lantana, FL 33462

With a copy to: R. Max Lohman, Esquire

Town Attorney

500 S. Australian Avenue, Suite 531

West Palm Beach, FL 33401

If to the City of Lake Worth, such Notice shall be addressed to Lake Worth at:

City of Lake Worth: City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460-3725

With a copy to: City Attorney

7 North Dixie Highway
Lake Worth Beach, FL 33460-3725

If to the Town of Manalapan, such notice shall be addressed to Manalapan at:

Town of Manalapan: Town of Manalapan
600 S. Ocean Boulevard
Manalapan, FL 33462-3321

With a copy to: ~~Trela J. White, Esquire~~
~~Town Attorney~~
~~Corbett & White, P.A.~~
~~1111 Hypoluxo Road, Suite 207~~
~~Lantana, FL 33462~~

With a copy to: Keith Davis, Esquire
City Attorney
Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407

If to the Town of Palm Beach, such notice shall be addressed to Palm Beach at:

Town of Palm Beach: Town of Palm Beach
360 S. County Road
Palm Beach, FL 33480-6735

With a copy to: John C. "Skip" Randolph, Esquire
Town Attorney
Jones, Foster, Johnston & Stubbs, P.A.
505 S. Flagler Drive, Suite 1100
West Palm Beach, FL 33401

If to the Village of Palm Springs, such Notice shall be addressed to Palm Springs at:

Village of Palm Springs: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1604

With a copy to: Glen J. Torcivia, Esquire
Village Attorney
~~Torcivia, Donlon, Goddeau & Rubin & Associates, P.A.~~
701 Northpoint Pkwy, Suite 209
West Palm Beach, FL 33407-1956

If to the Town of South Palm Beach, such notice shall be addressed to South Palm Beach at:

Town of South Palm Beach: Town of South Palm Beach
3577 S. Ocean Boulevard
South Palm Beach, FL 33480-6450

With a copy to: _____ Trela J. White, Esquire
_____ Town Attorney
_____ Corbett & White, P.A.
_____ 1111 Hypoluxo Road, Suite 207
_____ Lantana, FL 33462

With a copy to: _____ Glen J. Torcivia, Esquire
_____ Town Attorney
_____ Torcivia, Donlon, Goddeau & Rubin, P.A.
_____ 701 Northpoint Pkwy, Suite 209
_____ West Palm Beach, FL 33407-1956

If to Palm Beach State College, such notice shall be addressed to the College at:

Palm Beach State College: Suzanne A. Singer, Esq.
Kevin Fernander, Esq.
Interim General Counsel
Palm Beach State College, MS40
4200 Congress Avenue
Lake Worth, FL 33461

3.8 **Exhibit “III”, Illustrative Example.** Exhibit “III” is amended to add the updated information for Fiscal Year 2024 including the Proposed Budget, the Fiscal 2024 calculations, and the Fiscal Year 2024 Line Item Budget Breakdown, which exhibits are attached hereto as “**Exhibit ‘III’ – Additions**” and incorporated herein.

3.9 **Exhibit “III”, City of Lake Worth Utility Issue; Narrative of Cost Categories for Agreement; LW SubRegional System O&M – Salary & Related Expenses**

The Salary & Related Expenses cost category includes those costs directly related to staffing necessary for the ongoing operation of the System. The FY 2013 budget, as shown on Attachment A, page 4, covers 2.5 Full Time Employees (FTEs) and includes Regular Salaries, Salary Increases, Leave Payout, Overtime Pay, Longevity Pay, Other Pays, FICA Taxes, Retirement Contributions (Defined Benefit Plan) Life & Health Insurance, Worker’s Compensation, and Unemployment Compensation. The FY 2013 revenue requirement for this cost category is \$242,485.

Commencing Fiscal Year 2023 - 2024, this cost category will also include all Natural Disaster overtime, which pays for salaries and expenses of employees during natural disaster events that occur after regular scheduled hours.

3.10 *Exhibit “III”, City of Lake Worth Utility Issue; Narrative of Cost Categories for Agreement; LW SubRegional System O&M –Contribution to General Fund*

The Contribution to General Fund cost category covers the cost calculated as attributable to the LW SubRegional System for Interfund Administrative Services, which for FY 2013 is \$338,389. Attachment A, page 7 details the calculation of this revenue requirement for FY 2013. General Fund Administration costs are allocated city-wide across all departments according to each department's percentage of overall budgeted expenses, based on the latest Lake Worth Commission-Approved budget each year. Utility Administrative Costs are allocated across all utility departments according to each utility department's percentage of overall budgeted utility expenses. The calculation and methodology is shown on Attachment A, page 7, for FY 2013.

Commencing Fiscal Year 2023 - 2024, the City identified in a memorandum attached hereto as **Exhibit “A”** and incorporated herein entitled, “Administrative Charges Explanation,” which addressed how the fund is to be administered. This fund shall continue to be administered in accordance with **Exhibit “A”**.

3.11 *City of Lake Worth Utility Issue; Narrative of Cost Categories for Agreement; Exhibit “III”, LW SubRegional System O&M – Miscellaneous.*

The Miscellaneous cost category includes any miscellaneous costs not covered in the above cost categories. For FY 2013, Bank Charges and Fees and Uncollectible Accounts are included, for a total revenue requirement of \$5,000. Because this cost category is very broad in its definition, in the event additional miscellaneous expenses are deemed necessary for the ongoing operation and maintenance of the System, the Parties shall agree to such additional expenses via an addendum to this Agreement.

Commencing Fiscal Year 2023 - 2024, Right-of-Way charges are included in the Miscellaneous cost category, which includes all amounts paid to the Florida East Coast Railway (or similar railways) for the System pipelines that cross railway rights-of-way.

4. Entire Agreement. The Parties agree that the Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. Counterparts. This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may sign and transmit this First Amendment via facsimile, email, or electronically and such signature is as valid as the original signature of such party.

6. **Effective Date.** This First Amendment shall be effective as of October 1, 2023.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

(SEAL)

CITY OF ATLANTIS

By: _____
Allan Kaulbach, Mayor

ATTEST:

By: _____
Kristen Puhalainen, City Clerk

(SEAL)

TOWN OF LAKE CLARKE SHORES, FLORIDA

Attest:

By: _____
Mary Pinkerman, CMC
Town Clerk

By: _____
Gregory P. Freebold, Mayor

(SEAL)

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SIGNATURE PAGES CONTINUE BELOW

TOWN OF LANTANA

By: _____
Karen Lythgoe, Mayor

ATTEST:

By: _____
Kathleen Dominguez, Town Clerk

(SEAL)

TOWN OF MANALAPAN

By: _____
Stewart Satter, Mayor

ATTEST:

By: _____
Erika Petersen, Town Clerk

(SEAL)

TOWN OF PALM BEACH

By: _____
Danielle H. Moore, Mayor

ATTEST:

By: _____
Kelly Churney, Town Clerk

(SEAL)

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SIGNATURE PAGES CONTINUE BELOW

PALM BEACH STATE COLLEGE

By: _____,
President

ATTEST:

By: _____
(SEAL)

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly M. Wynn, Village Clerk
(SEAL)

TOWN OF SOUTH PALM BEACH

By: _____
Bernice Fischer, Mayor

ATTEST:

By: _____
Yude Davenport, Town Clerk
(SEAL)

Exhibit “I REVISED”
(Subregional Transmission Facilities Map – 1 page)

Table 2 – Subregional Contract Customer Allocations & Flows for FY 2022
(1 page)

Exhibit “III” – Additions
(FY 2024 Information – 5 pages)

Exhibit “A”

(August 16, 2023 Memorandum on Administrative Charges – 2 pages)

Figure 1 – City of Lake Worth Beach Subregional Wastewater System

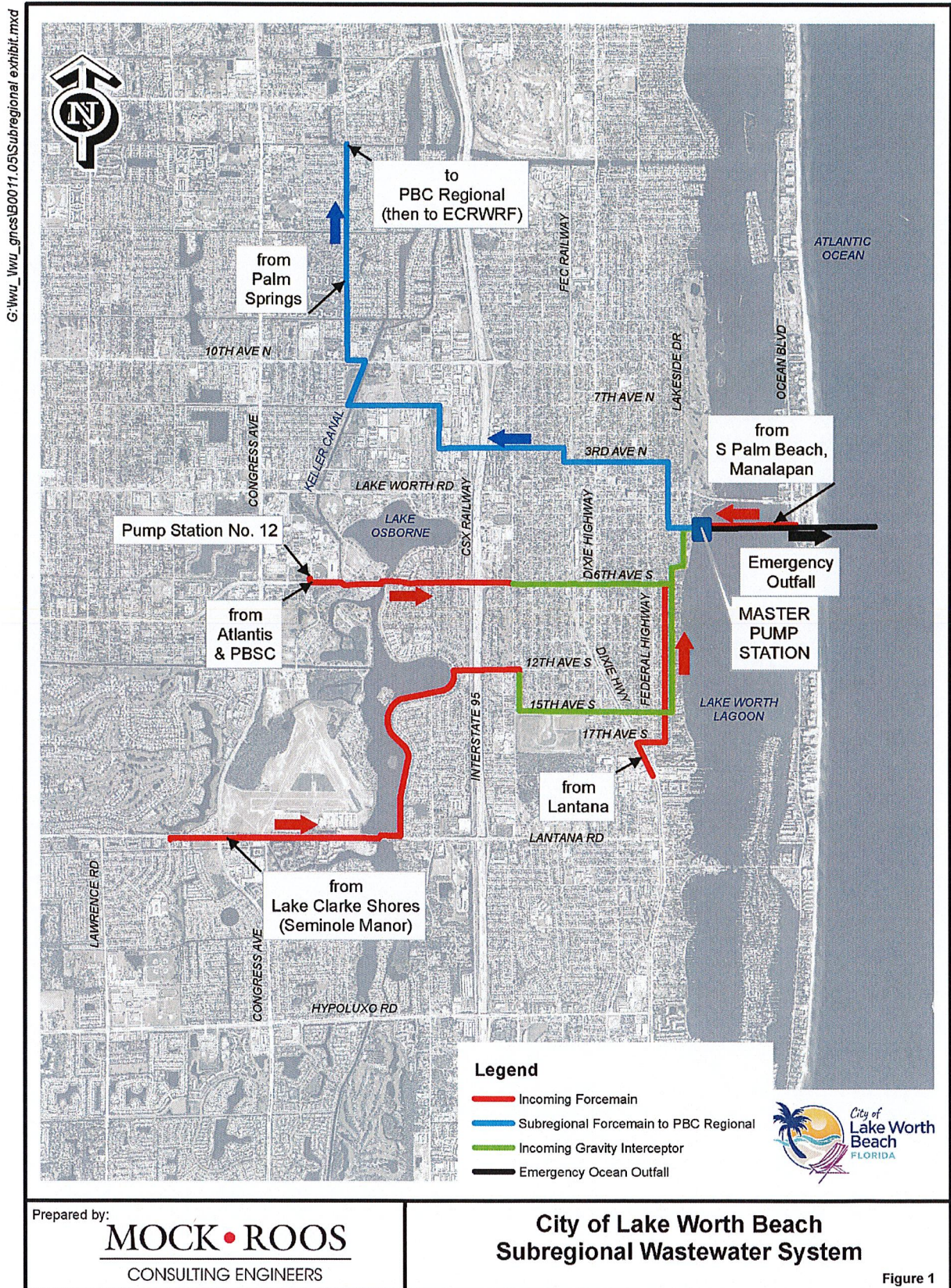


Table 2 - Subregional Contract Customer Allocations & Flows for FY 2022

Subregional Contract Customer	Original Allocation	Current Allocation	FY 2022 Annual Average Daily Flow	FY 2022 Peak 3-Month Rolling Average Flow	Unused Reserve Capacity
	MGD	MGD	MGD	MGD	MGD
Lake Worth Beach Local	3.68	5.052	3.936	4.267	0.785
Lantana	0.971	1.618	1.189	1.26	0.358
Atlantis	0.212	0.485	0.323	0.337	0.148
Palm Springs	1.657	3.243	2.297	2.343	0.900
Manalapan	0.084	0.152	0.089	0.092	0.060
South Palm Beach	0.342	0.342	0.179	0.204	0.138
PBSC	0.108	0.108	0.027	0.037	0.071
Lake Clarke Shores	0.000	0.500	0.377	0.396	0.104
Totals/Peak Value	8.000	11.500	8.42	8.74	2.760

In 2013 the Town of Palm Beach implemented a project to redirect their wastewater flow from the Lake Worth Beach Subregional System to the West Palm Beach system. Therefore, the Town of Palm Beach withdrew from the Lake Worth Beach Subregional System on October 1, 2013, as noted previously (but retained emergency flow capability). The Town's allotted capacity of 0.941 MGD rounded up to 1.0 MGD was removed from the Lake Worth Beach Subregional System on October 1, 2013. This reallocation of flow capacity was acknowledged by the ECRWRF Board as required by Board policy.

In FY 2019 the City of Lake Worth Beach reached an agreement to transfer 0.176 MGD of its allocated capacity to the Town of Lantana. This capacity transfer is included in the "Current Allocation" column in the above table.

City of Lake Worth Beach
Regional Sewer
2024 Proposed Budget Summary
rev June 22, 2023

Entity	<u>2-Year Historical Avg Flows</u>		<u>Flow Rate</u>	<u>Estimated</u>	LW R & R	ECR R & R	PBC R & R	Total Estimated Cost
	Percent	Flows	Cost/Th.Gal	O & M Cost				
South Palm Beach	2.04%	64,937	3.186	225,211.94	11,464.43	54,523.48	20,817.39	312,017.24
Palm Springs	26.45%	840,895	2.855	2,638,002.41	108,711.00	517,016.54	197,400.00	3,461,129.95
Manalapan	0.97%	30,890	3.186	107,130.01	5,095.30	24,232.66	9,252.17	145,710.15
Atlantis	3.91%	124,323	3.186	431,168.28	16,258.04	77,321.31	29,521.74	554,269.37
Lantana	14.38%	457,195	3.186	1,585,612.83	54,251.58	258,014.05	98,511.30	1,996,389.77
PBSC	0.30%	9,676	3.186	33,558.95	3,620.35	17,217.94	6,573.91	60,971.15
Lake Clarke Shores	4.65%	147,732	3.186	894,168.68	16,760.87	79,712.70	30,434.78	1,021,077.03
Lake Worth Beach	47.29%	1,503,159	3.186	4,831,344.13	169,338.42	805,353.31	307,488.70	6,113,524.55
Totals	<u>100%</u>	<u>3,178,807</u>		<u>10,746,197.22</u>	<u>385,500.00</u>	<u>1,833,391.99</u>	<u>700,000.00</u>	<u>13,665,089.21</u>

LAKE WORTH SUBREGIONAL SEWER SYSTEM - FY 2024 CALCULATIONS

Revenue Requirements

Fixed Costs (for Pass-Through Charges)

	FY 2024
ECR WWTF	
ECR Loans	\$ -
ECR R&R	1,833,392
Refund	-
Fleet Reserve Fund	-
Subtotal ECR WWTF	\$ 1,833,392
Palm Beach County Transmission	
Palm Beach County R&R	700,000
PBC - Water Supply Sewage	-
Subtotal PBC Transmission	\$ 700,000
Lake Worth SubRegional	
Lake Worth R&R (0.5% System Value)	\$ 385,500
Subtotal Lake Worth SubRegional	\$ 385,500

Total Fixed Costs

\$ 2,918,892

Costs Allocated on Flow (for O&M Rate)

ECR WWTF	
ECR Flow Charges	\$ 7,654,307
ECR refund	(103,705)
ECR true-up based on actual flows	-
Subtotal ECR WWTF	\$ 7,550,602
Palm Beach County Transmission	
Palm Beach County Flow Charges	365,000
Subtotal PBC Transmission	\$ 365,000
Lake Worth SubRegional	
Salary & Related Expenses	\$ 303,673
Professional Services	173,680
Utilities	
Electric	178,000
Water	27,517
Sewer	1,871
Refuse	4,156
Supplies	352,641
Repairs and Maintance	232,743
Misc	-
Interest	-
Depreciation	-
Bank Charges	3,884
Insurance -Per 2020 allocation	42,500
Contrib to General Fund - 2023 calculated	616,286
Subtotal Lake Worth SubRegional	\$ 1,936,951

Total Costs Allocated on Flow

\$ 9,852,553

Total Revenue Requirements

\$ 12,771,445

Rate and Charge Calculations for FY 2024

O&M Rate Requirements

Cost for LW Subregion	
Cost for PBC Exp.	
Cost for ECRWRF Exp.	
Total O&M Rate Revenue Requirements	
Hist. Flows (2-Yr Avg ending 09/30/2021)	
Calc'd General O&M Rate per 1,000 gallons	

% O&M, All Except Palm Springs (for MPS)
Hist. Flows, all Except Palm Springs

Percentage of O&M Applic. For All
Hist. Flows (2-Yr Avg ending 09/30/2021)

O&M Rate Calculations

Palm Springs

Cost for LW Subregion, Applic to All	
Cost for PBC Exp.	
Cost for ECRWRF Exp.	
Palm Springs O&M Rate per 1,000 gallons	

Add'l for Cost, All Except Palm Springs

Rate for All Except Palm Springs

Cost for LW Subregion, Except Palm Springs	
Cost for PBC Exp.	
Cost for ECRWRF Exp.	
O&M Rate per 1,000 gallons, all others	

Fixed Cost Pass Throughs (Annual)

LW SubReg. R&R	
LW Assesmt R&R	
PBC R&R	
ECR R&R	
SRF Debt Service	

Total Annual Pass Through Amt

Allocations of Fixed Costs (Reserved Capacity)

LW SubRegional R&R Per Entity

South Palm Beach	
Palm Springs	
Manalapan	
Atlantis	
Lantana	
PBSC	
Lake Clark Shores	
Lake Worth	

Total

FY 2024
\$ 1,936,951
365,000
7,550,602
\$ 9,852,553
3,178,807
\$ 3.099

40.0%
2,337,912

60.0%
3,178,807

Revenue Req.	Calc'd Rate
\$ 1,162,171	\$ 0.366
365,000	\$ 0.115
7,550,602	\$ 2.375
\$ 9,077,773	2.855

\$ 774,780 \$ 0.331

\$ 1,936,951	\$ 0.697
365,000	\$ 0.115
7,550,602	\$ 2.375
\$ 9,852,553	3.186
7.86%	

Revenue Req.	
\$ 385,500	
700,000	0.118796992
1,833,392	
-	
\$ 2,918,892	

MGD	Resv'd. Capacity	Annual	Monthly
0.342	2.974%	11,464.43	955.37
3.243	28.200%	108,711.00	9,059.25
0.152	1.322%	5,095.30	424.61
0.485	4.217%	16,258.04	1,354.84
1.6184	14.073%	54,251.58	4,520.97
0.108	0.939%	3,620.35	301.70
0.5	4.348%	16,760.87	1,396.74
5.0516	43.927%	169,338.42	14,111.53
11.5	100.000%	385,500.00	\$ 32,125.01

2-Year Historical Avg Flows
as of September 30, 2022

South Palm Beach
Palm Springs
Manalapan
Atlantis
Lantana
PBSC
Lake Worth
Lake Clark Shores
Total Actual Annual Flows

Historical	
Flows	Percent
64,937	2.043%
840,895	26.453%
30,890	0.972%
124,323	3.911%
457,195	14.383%
9,676	0.304%
1,503,159	47.287%
147,732	4.647%
3,178,807	100.000%

ECR R&R Per Entity

South Palm Beach
Palm Springs
Manalapan
Atlantis
Lantana
PBSC
Lake Clark Shores
LW

Total

L W Assessment R&R

South Palm Beach
Palm Springs
Manalapan
Atlantis
Lantana
PBSC
Lake Clark Shores
LW

Total

PBC R&R Per Entity

South Palm Beach
Palm Springs
Manalapan
Atlantis
Lantana
PBSC
Lake Clark Shores
LW

Total

<u>MGD</u>	<u>Capacity</u>	<u>Annual</u>	<u>Monthly</u>
0.342	2.974%	54,523.48	4,544
3.243	28.200%	517,016.54	43,085
0.152	1.322%	24,232.66	2,019
0.485	4.217%	77,321.31	6,443
1.6184	14.073%	258,014.05	21,501
0.108	0.939%	17,217.94	1,435
0.5	4.348%	79,712.70	6,643
5.0516	43.927%	805,353.31	67,113
11.5	100.000%	1,833,391.99	152,783

<u>MGD</u>	<u>Capacity</u>	<u>Annual</u>	<u>Monthly</u>
0.342	2.974%	0.00	-
3.243	28.200%	0.00	-
0.152	1.322%	0.00	-
0.485	4.217%	0.00	-
1.6184	14.073%	0.00	-
0.108	0.939%	0.00	-
0.5	4.348%	0.00	-
5.0516	43.927%	0.00	-
11.5	100.000%	0.00	0.00

<u>MGD</u>	<u>Capacity</u>	<u>Annual</u>	<u>Monthly</u>
0.342	2.974%	20,817.39	3,470
3.243	28.200%	197,400.00	32,900
0.152	1.322%	9,252.17	1,542
0.485	4.217%	29,521.74	2,460
1.6184	14.073%	98,511.30	8,209
0.108	0.939%	6,573.91	548
0.5	4.348%	30,434.78	2,536
5.0516	43.927%	307,488.70	25,624
11.5	100.000%	700,000.00	77,289.14

**LAKE WORTH SUBREGIONAL SEWER SYSTEM
FY 2024 CALCULATIONS LINE ITEM BUDGET BREAKDOWN**

Calculations Sheet Line Item		From Detailed Line Item Budget Worksheet				
	Account Number	Account Description	FY 2023 Budget	FY 2024 Budget	Diff	
Revenue Requirements						
Fixed Costs (for Pass-Through Charges)						
ECR WWTF						
SRF loan ⁽¹⁾	405-7421-535.34-86	Regional Exp -SRF Loan		\$ -		
ECR R&R ⁽²⁾	405-7421-535.34-87	Regional Exp -ECR R & R	2,263,189	1,833,392	429,797	
Refund					-	
Fleet Reserve Fund					-	
Subtotal ECR WWTF	405-7421-535.34-87			\$ 1,833,392		
Palm Beach County Transmission						
Palm Beach County R&R	405-7421-535.34-88	Regional Exp - R & R	\$ -	700,000	(700,000)	
PBC - Water Supply Sewage	405-7414-535.34-85	Regional Exp – Flow		-	-	
Subtotal PBC Transmission				\$ 700,000		
Lake Worth SubRegional						
Lake Worth R&R (0.5% System Value) ⁽³⁾	426-7490-535.62-20, 63-15	LW R&R capital expenditure accts	\$ 340,500	\$ 385,500	(45,000)	
Subtotal Lake Worth SubRegional				\$ 385,500		
Total Fixed Costs				\$ 2,918,892		
Costs Allocated on Flow (for O&M Rate)						
ECR WWTF						
ECR Flow Charges	405-7421-535.34-85	Regional Exp -Flow	\$ 7,199,281	\$ 7,654,307	(455,026)	
ECR refund	405-7421-535.34-84	Credit back from flow (contra)	\$ (482,096)	\$ (103,705)	(378,391)	
Subtotal ECR WWTF	Subtotal			\$ 7,550,602		
Palm Beach County Transmission						
Palm Beach County Flow Charges	405-7421-535.34-80	Reg System Expense	\$ 360,000	\$ 365,000	(5,000)	
Subtotal PBC Transmission	Subtotal			\$ 365,000		
Lake Worth SubRegional						
Salary & Related Expenses (2.5 FTEs)	405-7421-535.12-10	Regular	\$ 164,718	\$ 169,660	(4,942)	
2 Year Average	405-7421-535.12-30	Natural Disaster Regular		-	-	
	405-7421-535.12-20	Leave Payout		-	-	
	405-7421-535.12-25	Other increases		-	-	
	405-7421-535.12-60	Voluntary Lay-Off		-	-	
	405-7421-535.14-10	Standard Overtime	\$ 25,500	25,500	-	
	405-7421-535.14-30	Natural Disaster Overtime	\$ -	1,700	(1,700)	
	405-7421-535.15-10	Longevity	\$ 2,156	1,836	320	
	405-7421-535.15-30	Other Pays		-	-	
	405-7421-535.21-00	FICA Taxes	\$ 14,552	14,989	(437)	
	405-7421-535.22-10	Defined Benefit Plan	\$ 40,599	41,817	(1,218)	
	405-7421-535.23-00	Life & Health Insurance	\$ 42,258	43,526	(1,268)	
	405-7421-535.24-10	W/C (Workers Comp) Regular	\$ 4,511	4,646	(135)	
	405-7421-535.25-00	Unemployment Compensation		-	-	
	Subtotal		\$ 294,294	\$ 303,673		
	Professional Services					
		405-7410-535.31-10	Legal		\$ -	-
		405-7421-535.31-90	Other	\$ 85,000	85,000	-
		Litigation ⁽⁴⁾			-	
		Annual Report (\$30k)			-	
		Allowance for Engineering			-	
		Contingency, triennial rate study (FY22 only)			-	
	405-7421-535.32-00	Accounting & Auditing	\$ 16,441	16,770	(329)	
	405-7421-535.34-50	Other Contractual Service	\$ 70,380	70,380	-	
		SCADA Maintenance			-	
		DEP Permit			-	
	405-7421-535.34-75	Right of Way	\$ 1,530	1,530	-	
	Subtotal			\$ 173,680		
Utilities						
Water	405-7421-535.43-10	Water	\$ 26,716	27,517	(801)	
Sewer	405-7421-535.43-20	Sewer	\$ 1,812	1,871	(59)	
Electric	405-7421-535.43-30	Electricity	\$ 176,375	178,000	(1,625)	
Refuse	405-7421-535.43-40	Refuse/Waste Disposal	\$ 4,025	4,156	(131)	
	Subtotal			\$ 211,544		
Supplies						
	405-7421-535.40-10	Training/Registration	\$ 2,500	\$ 2,500	-	
	405-7421-535.41-20	Mobile Radios		-	-	
	405-7421-535.51-10	Office Supplies	\$ 1,600	1,600	-	
	405-7421-535.52-10	Gas, Lubricants & Oil	\$ 18,600	19,205	(605)	
	405-7421-535.52-20	Small Tools & Equipment	\$ 4,200	4,337	(137)	
	405-7421-535.52-30	Chemicals	\$ 300,000	325,000	(25,000)	
	405-7421-535.52-90	Other		-	-	
	Subtotal			\$ 352,641		
Repairs and Maintance						
	405-7421-535.46-21	Equipment-General	\$ 100,000	\$ 100,000	-	
	405-7421-535.46-22	Equipment-Garage	\$ 7,590	6,900	690	
	405-7421-535.46-26	Heavy Equipment		-	-	
	405-7421-535.46-27	Heavy Equip-ext repairs	\$ 80,000	80,000	-	
	405-7421-535.46-60	Meters/Lines	\$ 44,400	45,843	(1,443)	
	Subtotal			\$ 232,743		
Misc						
	405-9010-519.58-70	Bank Charges and Fees	\$ 3,884	\$ 3,884	-	
	405-7410-535.49-30	Uncollectible Accounts		-	-	
	405-9010-533.49-30	Uncollectible Accounts		-	-	
				\$ 3,884		

Interest ⁽⁴⁾	405-7490-535.72-00	Interest		\$	-	-
Depreciation ⁽⁴⁾	405-7490-535.59-00	Depreciation			-	-
Insurance -Per 2023 allocation ⁽⁵⁾	405-7421-535.45-10	Property/Liability	\$	36,914	42,500	(5,586)
Contrib to general Fund - 2024 alloc. ⁽⁶⁾	405-9010-535.34-95	Interfund Admins Services	\$	588,543	616,286	(27,743)
	Subtotal				<u>\$</u>	<u>658,786</u>
Subtotal Lake Worth SubRegional					\$	1,936,951
Total Costs Allocated on Flow					<u>\$</u>	<u>9,852,553</u>
Total Revenue Requirements			\$	11,839,972	<u>\$</u>	<u>12,771,445</u>
						(931,473)

Notes:

(1) SRF Loan was retired in FY 2012.

(2) Amount of ECR R&R per budget for FY 2023

(3) Calculated as shown on System Replacement Value Worksheet - check R&R tab

(4) Adjusted out since not a direct O&M expense.

(5) Insurance amount adjusted to amount as determined by comprehensive insurance study.

(6) As Calculated on Administrative Charges Worksheet for FY2023 approved budget

Revenues Regional Sewer O&M						
	405-0000-343.55-51	Lake Worth	3,741,934	\$	4,831,344	
	405-0000-343.55-52	Palm Springs	1,755,804		2,638,002	
	405-0000-343.55-53	Lantana	1,042,662		1,585,613	
	405-0000-343.55-54	Atlantis	317,362		431,168	
	405-0000-343.55-55	PBSC	27,227		33,559	
	405-0000-343.55-56	Manalapan	76,454		107,130	
	405-0000-343.55-57	South Palm Beach	153,713		225,212	
	405-0000-343.55.59	Lake Clark Shores	338,286		894,169	
	Subtotal		<u>7,453,442</u>	\$	<u>10,746,197</u>	
Revenues Regional Sewer ECR R&R						
	405-0000-343.56-51	Lake Worth	607,298	\$	805,353	
	405-0000-343.56-52	Palm Springs	389,870		517,017	
	405-0000-343.56-53	Lantana	194,562		258,014	
	405-0000-343.56-54	Atlantis	58,306		77,321	
	405-0000-343.56-55	PBSC	12,984		17,218	
	405-0000-343.56-56	Manalapan	18,273		24,233	
	405-0000-343.56-57	South Palm Beach	41,115		54,523	
	405-0000-343.56-59	Lake Clark Shores	60,109		79,713	
	Subtotal		<u>1,382,517</u>	\$	<u>1,833,392</u>	
Revenues Regional Sewer LW R&R						
	406-0000-343.54-51	Lake Worth	149,571	\$	169,338	
	406-0000-343.54-52	Palm Springs	96,021		108,711	
	406-0000-343.54-53	Lantana	47,919		54,252	
	406-0000-343.54-54	Atlantis	14,360		16,258	
	406-0000-343.54-55	PBSC	3,198		3,620	
	406-0000-343.54-56	Manalapan	4,501		5,095	
	406-0000-343.54-57	South Palm Beach	10,126		11,464	
	406-0000-343.54-59	Lake Clark Shores	14,804		16,761	
	Subtotal		<u>\$</u>	<u>340,500</u>	<u>\$</u>	<u>385,500</u>
Revenues Regional Sewer PBC R&R						
	405-0000-343.53-51	Lake Worth		\$	307,489	
	405-0000-343.53-52	Palm Springs			197,400	
	405-0000-343.53-53	Lantana			98,511	
	405-0000-343.53-54	Atlantis			29,522	
	405-0000-343.53-55	PBSC			6,574	
	405-0000-343.53-56	Manalapan			9,252	
	405-0000-343.53-57	South Palm Beach			20,817	
	405-0000-343.53.58	Lake Clark Shores			30,435	
	Subtotal			<u>\$</u>	<u>700,000</u>	
Total Revenues		Totals			<u>\$</u>	<u>13,665,089</u>
Difference of Revenue Required vs Revenue In				\$	893,644	



WATER UTILITIES DEPARTMENT
301 COLLEGE STREET
LAKE WORTH BEACH, FL 33460
561.586.1675

August 16, 2023

Memo

To: Sub-regional Partners

From: Sam Heady, Water Utilities Director

Re: Administrative Charges Explanation

The Interlocal Wastewater Service and Wastewater Facilities Cost Sharing Agreement, signed in March 2013 between all sub-regional partners and the City of Lake Worth Beach, defines all charges and fees between the entities. The costs are allocated based on flow, and include the Lake Worth Beach Sub-regional System O&M charges, which are broken up and include a contribution to the City's general fund for administrative services. This information is found in the agreement.

"The Contribution to General Fund cost category covers the cost calculated as attributable to the LW Sub-Regional System for Inter-fund Administrative Services, which for FY 2024 is \$616,286.

General Fund Administration costs are allocated city-wide across all departments according to each department's percentage of overall budgeted expenses, based on the latest Lake Worth Commission-Approved budget each year. Utility Administrative Costs are allocated across all utility departments according to each utility department's percentage of overall budgeted utility expenses."

The City has made changes to its budgeting, affecting the Administrative Charges. As a result, the budgeted expenses calculation for Administrative Charges only draws from the Local Sewer administration cost accounts to be split between local and regional sewer, as the regional sewer fund does not have its own administrative accounts and uses the local sewer administration and staff. After reassessment and calculation, it was determined that the amount for FY 23-24 for Administrative Charges to the sub-regional partners should be \$624,305. However, since the FY 23-24 budget has already been approved and passed, the charge will remain at \$616,286 for FY 23-24.

**CITY OF LAKE WORTH
ADMINISTRATIVE CHARGES
FY 2023-2024**

DEPARTMENT	City Total	Regional Sewer	
FY23 Budgeted Expenses	165,663,937	10,233,161	
<i>(Includes FY24 CIP less PY Admin Fee)</i>	100.00%	6.18%	
Actual % of charge			6.18%
		1.00	
	Recommended % of charge	8.00%	
Administrative charges for services			
City Commission	1010	30,937	
Internal Auditor	1040	12,322	
City Manager	1020	63,097	
City Clerk	1030	36,478	
City Attorney	1110	39,077	
Finance	1220	147,587	
Human Resources	1310	27,516	
Community Sust. Admin	2010	10,208	
Public Serv. Admin	5010	26,172	
Leisure Services Administration	8010	19,930	
Self-Insurance Admin <i>(Less Claims)</i>	Fd520 - 1331	50,103	
Employee Benefit Fund	Fd540 - 1320	18,619	
Reimbursement to GF from Recommended %		624,305	
		FY2023	734,308
		change	(110,003)



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Utilities

ITEM #7: Work Authorization No. KH-U21 - Water Treatment Plant Facilities Plan (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Kimley-Horn and Associates

SUMMARY: The Utilities Department is requesting approval of Work Authorization KH-U21 with Kimley-Horn and Associates for professional engineering services related to a Water Treatment Plant Facilities Plan. The Main and R.L. Pratt Water Treatment plants had their last major renovations in 2001, and as such, many of the components and facilities have either reached the end of their useful life or need additional renovations. The Water Treatment Plant Facilities plan would identify future facility needs and prioritize future capital projects related to water treatment facilities.

As a result, the Village Council is requested to authorize funding to complete a Water Treatment Plant Facilities Plan, that includes all requisite professional engineering services and all related tasks, to be completed by Kimley-Horn, the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Task</u>	<u>Cost</u>
Existing Water Supply, Treatment, Storage, and Pump Evaluation	\$79,750.00
Water Treatment Plan Facility Plan Report	\$18,900.00
Total	\$98,650.00

Note: The Village Council has approved funding (\$60,000) within the FY 2024 Budget - Water & Sewer Enterprise Fund to support this project. Although the full cost for this project was not included within the FY 2024 Budget - Water & Sewer Enterprise Fund due to the engineer's cost proposal being slightly above the Village's budget, funding to support the proposed Water Treatment Plant Facilities Plan is available within the Water & Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, it is estimated that the proposed study will take approximately six (6) months from the date that the work authorization is authorized for Kimley-Horn & Associates.

The proposed work authorization has been prepared by Kimley-Horn & Associates and reviewed by the Assistant Utilities Director, Utilities Director, the Finance Director, and the Village Attorney.

FISCAL IMPACT:

Funding to support the proposed work authorization is available within the FY 2024 Budget - Water & Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Work Authorization No. KH-U21 - Water Treatment Plant Facilities Plan



VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO. : 2018R-002

WORK AUTHORIZATION NO.: KH-U21 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: _____ G/L CODE: _____

KIMLEY-HORN PROJECT NO.: _____

PROJECT TITLE: **Water Treatment Plant Facility Plan**

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018 between the Village of Palm Springs ("VILLAGE") and Kimley-Horn and Associates Inc. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The VILLAGE has two (2) water treatment plants that operate under South Florida Water Management District (SFWMD) Water Use Permit (WUP) number 50-00036-W with a maximum monthly allocation of 155.9 million gallons (MG) and an annual average allocation of 1,685 MG. The Main Water Treatment Plant (Main WTP) has a permitted capacity of 6.0 million gallons per day (MGD) and the R.L. Pratt Water Treatment Plant (Pratt WTP) has a permitted capacity of 4.0 MGD. Despite having a total FDEP permitted capacity of 10.0 MGD, the SFWMD WUP limited annual raw water withdrawal at 1,685 MG or 4.62 MGD on an annual average daily flow basis after October 30, 2014. The two (2) WTPs have an interconnected water transmission and distribution system. Raw water is supplied from seventeen (17) surficial aquifer production wells to the WTP's where it is treated through a magnetic ion exchange process followed by lime pellet softening, filtration, and disinfection. The Main WTP has 1.50 MG of finished water storage through two (2) onsite concrete ground storage tanks. The Pratt WTP has 1.25 MG of finished water storage through two (2) onsite partially buried concrete ground storage tanks. Both the Main and Pratt WTP discharge to the interconnected water distribution systems with high service pump stations consisting of five (5) vertical turbine pumps each.

The VILLAGE has requested Kimley-Horn to provide a scope of services to develop a treatment, storage, and pumping facility planning document (WTP Facility Plan) for the purpose of planning and prioritizing future capital projects for both the Main WTP and Pratt WTP. The WTP Facility Plan will focus on assessment of existing conditions, capital cost requirements, and future/anticipated water quality regulations. The following scope of services is provided to develop the WTP Facility Plan.

II. SCOPE OF SERVICES

TASK 1 – Existing Water Treatment, Storage, and Pumping Evaluation

- The CONSULTANT will investigate the condition of the following existing infrastructure through a total of up to six (6) site visits:
 - Treatment Process (Pre-treatment, Softening, Filtration, and Disinfection)
 - Finished Water Storage
 - High Service Pumping
 - Chemical Storage and Feed Systems
 - Plant Service Water (PSW) Supply
 - Operations Facilities
 - Overall Site Conditions
- The CONSULTANT will generate 5-year, 10-year, and 20-year water demand projections based off previous calculations performed in the 2018 Water Distribution System Master Plan provided by the VILLAGE.
- The CONSULTANT will recommend improvements to existing facilities needed to meet the 5-year, 10-year, and 20-year demand projections while maintaining existing finished water quality and infrastructure.
- The CONSULTANT will provide an opinion of probable construction cost for the recommended improvements.
- The CONSULTANT will conduct a review of existing water quality data provided by the VILLAGE and provide recommendations for sampling additional water quality parameters.
- In coordination with the VILLAGE, the CONSULTANT will establish water quality goals for the future that include potential and/or future regulatory requirements and VILLAGE specific water quality goals.
- The CONSULTANT will evaluate whether the existing magnetic ion exchange process followed by lime pellet softening, filtration, and disinfection can be used to meet the established water quality goals.
- The CONSULTANT will contract directly with an electrical engineering SUBCONSULTANT, C&W Electrical Engineering, to review and provide recommendations on recommended improvements.

TASK 2 – Water Treatment Plant Facility Plan Report

- The CONSULTANT will prepare a draft WTP Facility Plan Report summarizing Tasks 1. The draft report will be submitted to the VILLAGE for initial review.
- The CONSULTANT will hold a review meeting with the VILLAGE to discuss the report, address comments and questions from the VILLAGE.
- The CONSULTANT will consolidate comments and questions received and prepare a final WTP Facility Plan Report to submit to the VILLAGE.

III. DELIVERABLES

Project deliverables will be in accordance with **Attachment 1**, List of Project Deliverables.

IV. INFORMATION AND SERVICES PROVIDED BY THE VILLAGE

The CONSULTANT assumes that all information provided by the VILLAGE can be relied upon in the performance of professional services. The following information/services shall be provided to the CONSULTANT.

- 5 years of raw and finished water quality data.

- Operations Data, SCADA system data, and FDEP Monthly Operations Report (MOR) data.

V. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in **Table 1** below.

Table 1 - Schedule

	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 2 – Draft Submittal*	150	-
Task 2 – Final Submittal *	45	195

*The schedule is based upon conducting a review meeting within 21 calendar days after the VILLAGE receives the draft submittal. All review comments shall be provided to CONSULTANT within 14 calendar days after the VILLAGE receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

IV. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for the Lump Sum Fee of Ninety-Eight Thousand Six Hundred and Fifty Dollars as outlined in **Table 2** and further detailed in *Attachment 2, Staffing Cost Proposal*.

Table 2 – Budget Summary

TASK	Total
TASK 1 – Existing Water Supply, Treatment, Storage, and Pumping Evaluation	\$79,750.00
TASK 2 – Water Treatment Plant Facility Plan Report	\$18,900.00
TOTAL	\$98,650.00

V. ASSUMPTIONS

- Operational, SCADA, and MOR data is available for at least the past twelve (12) months.
- No survey, Geotech or soft digs of existing utilities are included in this work authorization.
- Wellfield hydrogeologic assessment and evaluation is not included in the scope of services.
- Costs for water quality sampling will be paid for by the VILLAGE.

VI. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated SEPTEMBER 13, 2018, by and between the Village of Palm Springs (“VILLAGE”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

Kimley-Horn and Associates, Inc.

By: _____

Print Name: Jason R. Lee, P.E.

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Print Name: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

by: _____

(Required if over \$25,000)



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Utilities

ITEM #8: Authorize Motor and Pump Repair Agreement - Piggyback - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) - Tripp Electric Motors, Inc.

SUMMARY: The Utilities Department throughout the year has a need to employ the services of a vendor to assist in the repair of motors and pumps throughout the Village's wastewater collection system (i.e. lift station pumps to pump sewage) and two (2) water treatment plants (i.e. high service pumps to deliver drinking water to our customers).

To ensure the lowest possible price, staff is recommending the Village piggyback Martin County's current contract awarded to Tripp Electric Motors. This selection by Martin County was completed through a competitive selection process - Motor & Pump Repair (RFB #2023-3545 - November 7, 2023).

If approved, the Village would accept Tripp Electric Motors' pricing by piggybacking the Martin County contract including all terms, conditions and pricing therein. The term of the contract is set to expire on November 6, 2026, and may be renewed for two (2) additional one (1) year renewal options. 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 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

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

The Village has worked with the proposed vendor in the past and has received excellent service.

FISCAL IMPACT:

Funding to support purchases under this proposed authority to purchase is 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.

ATTACHMENTS:

1. Tripp Electric Motors - Approval to Piggyback

2. Martin County - Contract Award
3. Piggyback of Martin County Tripp Motors 1.31.2024



November 21, 2023

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

RE: Piggyback Authorization
per Martin County Contract #RFB2023-3545

To Whom It May Concern:

This letter authorizes The Village of Palm Springs to piggyback the referenced contract, dated November 7, 2023, between our company, Tripp Electric Motors, and Martin County, including the terms of three years plus two 1-year renewal options (not to exceed 5 years) and conditions. The pricing established in the referenced Agreement will be applied to each purchase and purchase order issued by The Village of Palm Springs for goods and services rendered.

Tripp Electric Motors looks forward to our ongoing working relationship with The Village for the maintenance and repair services of your industrial electric motors and pumps.

Sincerely,

Jimmy L. Tripp
President



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 7th day of November in the year, 2023, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Tripp Electric Motors, Inc.
1225 NW Avenue L
Belle Glade, FL 33430

Contract Name:

Motor & Pump Repair

Contract Number:

RFB2023-3545

Contract Term:

Three (3) years plus two (2) 1-year renewal options
(Not to exceed 5 years)

Not to Exceed Amount:

\$1,500,000.00
(to all vendors combined)

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

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

1. **Services to be Performed**. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service**. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal**. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement**. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting**. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases.

7.1 The County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following:

- a. The volatility is due to causes wholly beyond the successful bidder's control.
- b. The volatility affects the marketplace or industry, not just the particular successful bidder source of supply.
- c. The effect on pricing or availability of supply is substantial.
- d. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

7.2 Any adjustment would require irrefutable evidence and written approval by the Purchasing Manager.

7.3 If an adjustment to pricing is granted, beginning quarterly on dates agreed to between the County and the awardee, the awardee shall provide the Purchasing Manager with written justification to continue the pricing adjustment. If awardee does not provide the quarterly update, pricing shall revert back to the original pricing submitted by the awardee.

7.4 COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1 Keep and maintain public records required by the County to perform the Agreement.

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

9.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

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

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or

extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "**Any Auto**" (owned, hired and non-owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A **per project** limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurrence -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person
- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

- f. **Waiver of Subrogation.** The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association,

interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and

terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

19. Requirement to E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1),

Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.

- C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

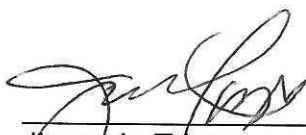
**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

Matthew Graham
Assistant County Administrator

TRIPP ELECTRIC MOTORS, INC.

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**



Jimmy L. Tripp
President

Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Continuing services contract to provide all labor, materials and/or services necessary to pull/set, repair and/or replace motors, pumps, gearboxes, generators, blowers, load testers and all related equipment to water and wastewater treatment plants. Pumps are used to pump substances such as water, sewage, air, sludge, or chemicals.

When necessary, the Contractor shall obtain all necessary permits from Federal, State and local agencies and licenses necessary to complete the work. The Contractor shall produce engineering drawings.

Awarded contractor will be responsible for:

- Pickup of equipment within 24 hours of request from a Martin County Facility
- After assessment of equipment, development of a quote for the work necessary to repair will include pricing in accordance with the agreement and a timeline to complete the work
- Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
- Timely completion of the work
- Return of repaired equipment within 24 hours of completion of work
- General responsiveness to requests for evaluation/repair, phone calls and emails

Services under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers and lift station pumps. The inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Contractor(s) selected shall be capable of providing services including:

PUMP REPAIR SERVICES:

- Shaft Repair
- Shaft Replacement and Bearing Replacement
- Seal Repair
- Seal Replacement
- Wear Ring Replacement
- Impeller Repair
- Impeller Replacement
- Apply Protective Coatings
- Volute Repair
- Volute Replacement
- Casing Repair
- Casing Replacement
- Dynamic Balancing
- Clean Pump
- Assembly of Pump
- Performance Testing

- Pump Curves
- Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:

- Repair Shaft
- Replace Bearings
- Rewind Motor
- Dip and Bake Motor
- Balance Motor
- Motor Diagnostic

Motor Testing to include:

- Megging
- HiPot Testing
- Surge Testing
- Voltage Drop Testing
- Core Loss Testing
- Provide Detailed Shop Reports and Recommendations

WARRANTY

All materials, labor and workmanship and replacement parts and supplies shall be fully warranted and guaranteed to include a minimum of one (1) year warranty against defects in materials and workmanship for electric motor rewind work and a minimum of one hundred twenty (120) day warranty against defects in materials and workmanship for electric motor reconditioning work performed, from date of completion and acceptance. Any repairs made under warranty shall include any weekends and holiday rates if repairs are required during that time.

The Contractor is required to expressly warrant that all replacement parts are new and free from defects, warranted for their merchantability and meet the performance specifications of the original equipment.

HOURS OF WORK

Normal Working Hours: 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding County Holidays.

All Work performed outside of Normal Working Hours must be approved in advance by an authorized representative of the County.

WRITTEN ESTIMATE OF LABOR & MATERIALS

Contractor shall submit a written proposal of time and materials for each repair to the designated representative for authorization and approval prior to commencing work. However, the County reserves the right to waive this requirement when deemed necessary.

NOTE: There shall be no charge for travel of the Contractor to the facility where service is to

be performed. The County shall only pay the appropriate hourly rate commencing when the Contractor's personnel reports to the County's authorized representative and ending when the work is completed.

CALLBACK / FOLLOW-UP WORK

Contractor shall complete work during the service call so as to prevent follow-up work. Call back to correct recent work shall not be charged to the County if, in the sole determination of the County, such call back is a result of improper repairs, installation or substandard parts.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

LICENSES / CERTIFICATIONS

Copies of all required licenses, registrations and/or certifications shall be maintained throughout the duration of the contract.

EXHIBIT B
RFB2023-3545
MOTOR & PUMP REPAIR

<i>This form shall be typewritten. Handwritten forms will not be accepted.</i>	
MATERIAL (Cost plus mark-up)	
Percentage (%) mark up	10%

HOURLY LABOR RATES		
Standard Working Hours (Monday - Friday, 8:00 AM to 5:00 PM)		
Mechanic	\$	56.00
Machinist	\$	56.00
Tear down and Inspection	\$	56.00
Non-Standard Working Hours (Monday - Friday, 5:01 PM to 7:59 AM, Weekends, and County Holidays)		
Mechanic	\$	85.00
Machinist	\$	85.00
Tear down and Inspection	\$	85.00
Emergency Services (Response within 2 hours of notification)		
Mechanic	\$	85.00
Machinist	\$	85.00
Tear down and Inspection	\$	85.00

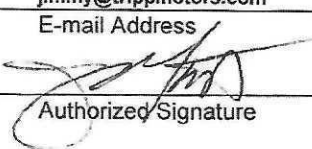
Pump and Motor Pick Up/Drop off (Per Occurrence)	
Trailer Truck Service to transport pump to and from repair facility	\$ 65.00

LOCATION OF REPAIR FACILITY	
Street Address	1225 NW Avenue L
City, State, Zip Code	Belle Glade, FL 33430

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Tripp Electric Motors, Inc. Company Name 1225 NW Avenue L Street Address Belle Glade, FL 33430 City, State, Zip 561-996-3333 Telephone	Jimmy L. Tripp Name of Authorized Representative (Print) President Title jimmy@trippmotors.com E-mail Address  Authorized Signature
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AGREEMENT FOR GOODS AND SERVICES
(Motor & Pump Repair)

This Agreement for Goods and Services ("Agreement") is made as of the _____ day of _____, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Tripp Electric Motors, Inc.**, a Florida corporation, 1225 NW Avenue L, Belle Glade, FL 33430 ("VENDOR").

RECITALS

WHEREAS, the VILLAGE's Utilities Department is in need of assistance in the repair of motors and pumps for the Village's wastewater collection system and two (2) water treatment plants; and,

WHEREAS, Martin County, through its competitive selection process (Request for Bids #2023-3545 for Motor and Pump repair goods and services ("RFB")), awarded an Agreement for Goods and Services (potential 5 year term) ("Martin County Contract") to the VENDOR for substantially the same goods and services sought by the VILLAGE; and,

WHEREAS, the VILLAGE has reviewed the terms of the Martin County Contract and has determined the VENDOR's rates set forth therein for the needed goods and services are fair and reasonable; and,

WHEREAS, the VILLAGE requested and the VENDOR has agreed to extend the terms of the Martin County Contract to the VILLAGE and the VENDOR has executed this Agreement with the VILLAGE to utilize the terms of the Martin County Contract; and,

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Martin County Contract, Effective Date, and Term. The Martin County Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations, and remedies authorized to Martin County under the Martin County Contract. The effective date of this Agreement is the date this Agreement is approved by the Village Council. Unless earlier terminated, the term of this Agreement shall be the same as the current Martin County Contract, which is currently in effect until **November 6, 2026** and may be extended by Martin County for two (2) additional one (1) year periods. Each year of this Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.
3. Purchase Order(s). The VILLAGE does not guarantee that it will utilize this Agreement or the VENDOR for any needed goods and services hereunder. If the Village seeks goods and services from the VENDOR under this Agreement, the VILLAGE's ordering mechanism for the goods and services shall be a VILLAGE issued Purchase Order. The scope of goods and services to be provided by the VENDOR and the compensation to be paid by the VILLAGE to the VENDOR shall be set forth in each VILLAGE issued Purchase Order. The VENDOR shall not provide any goods or services under this Agreement without a VILLAGE issued Purchase Order specifically for this purpose. The VENDOR shall not provide any goods or services which are outside the scope of an issued Purchase Order and the VENDOR shall not exceed the

expressed amounts stated in the Purchase Order to be paid to the VENDOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Martin County Contract.

4. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the VENDOR consists of the terms and conditions in this Agreement, VILLAGE issued Purchase Orders, and the Martin County Contract. The aforementioned documents are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the above documents, the terms and conditions of this Agreement shall take precedence with any VILLAGE issued purchase order(s) next taking precedence.

5. Miscellaneous Provisions.

5.1 *Successors and Assigns.* The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

5.2 *Insurance.* VENDOR shall maintain the insurance as required in Martin County Contract applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.

5.3 *Headings, References and Exhibits.* The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

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

5.5 *Entire Agreement; Amendment.* This Agreement supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

5.6 *Lien Rights.* The VENDOR shall have no lien rights regarding any property owned by the VILLAGE or otherwise.

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

5.8 *Third Party Beneficiary rights.* This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

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

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

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

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

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

5.13 *Notices.* All notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

5.14 *Taxes.* The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

5.15 *No Consequential Damages.* Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

5.16 *Execution/Delivery.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

5.17 *Authorized Signatory.* By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the VENDOR to enter this Agreement and bind the VENDOR to this Agreement.

6. Public Entity Crimes, E-Verify, and Scrutinized Companies.

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR 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.

6.2 If applicable to the VENDOR, pursuant to Section 448.095(5), Florida Statutes, the VENDOR, 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 contractor and the subcontractor.

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement for Goods and Services (Motor and Pump Repair) to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk
Approved as to form and legal sufficiency:

Christy Goddeau, Village Attorney

VENDOR:

TRIPP ELECTRIC MOTORS, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal, if required.]



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Police Department

ITEM #9: Police Forfeiture Fund Expenditure – Computer Voice Stress Analyzer (CVSA) System and Officer Training

SUMMARY: One of the legal requirements to be employed as a police officer in the State of Florida is to be of good moral character, which is determined by a background investigation. Background investigations for police officer candidates are a thorough and intricate process. Some of the components of a background investigation require outsourcing services, such as a physical exam, a psychological evaluation, and a truth verification or Polygraph test, which makes the process more costly and untimely. Transitioning any of these components to be conducted internally would greatly benefit the agency and improve the background investigation process.

To improve proficiency and cost-effectiveness within the hiring process for both sworn and civilian positions, for the Palm Springs Police Department, consideration should be given to internally administering the truth verification part of the process instead of outsourcing it. Currently, the cost of outsourcing one Polygraph/truth verification examination is at least \$125, and to date, for 2023, this agency has outsourced 33 of these examinations at a cost of over \$4,000.

The recruiting and applicant background process will significantly increase as the department grows and new positions are added. Therefore, applying strategies that will lower costs and increase efficiency in the process will be significant. While developing an in-house truth verification process will be more costly during the initiation year due to training and the cost of equipment, the long-term effects will save the agency money and give background investigators increased flexibility and availability to perform these examinations.

Training and certifying our investigators to perform these tasks will also provide the agency with an additional investigative tool for criminal investigations by having the ability to offer truth verification interviews to subjects of an investigation, when applicable.

The two applications for truth detection services available to law enforcement are the Polygraph and the Computer Voice Stress Analyzer (CVSA). In comparing the two options for equipment cost and training, Polygraph would have a much higher cost to initiate, the training is significantly longer, and unlike the CVSA, we would have to dedicate office space for its use.

It is, therefore, the Police Department's request to utilize Forfeiture Funds to purchase one CVSA system and to train two officers for its use for a total expenditure of \$9,995.

This expenditure complies with Florida State Statute 932.7055 (5a), which specifically states, in part,

that these funds shall be used for “law enforcement purposes, which include...providing additional equipment or expertise.”

FISCAL IMPACT:

Funds for this expenditure are available and have been planned for through the police department’s Forfeiture Fund account.

ATTACHMENTS:

1. CVSA Quote

**NITV FEDERAL SERVICES LLC**

11400 Fortune Circle,
West Palm Beach, FL 33414

Phone # 561-798-6280 * Fax # 561-798-1594

Invoice

Date	Invoice #
12/11/2023	12983

Bill To

Palm Springs Police Department
Attn: Accounts Payable
230 Cypress Lane
Palm Springs, FL 33461

Ship To

Palm Springs Police Department
Attn: Captain Jacob Ruiz
230 Cypress Lane
Palm Springs, FL 33461

	Due Date	PO No.	Terms	Ship Date	Ship Via
	1/10/2024	LOI	Net 30	4/15/2024	UPS
Description	Serial No.	Qty	Rate	Amount	
CVSA® III Instrument Dell Rugged 14 Model; purchase Includes two (2) student training slots (normally \$1395 each) and Dell 3-year Onsite Warranty (normally \$300); Students Sean Grant, and Daniel Salguero to attend CVSA training held on May 6 - 10, 2024 at West Palm Beach Police Department. **Seat Used** LETTER OF INTENT RECEIVED 12/28/2023	TBD	1	9,995.00	9,995.00	
Thank you for your business. Please make checks payable to: NITV Federal Services. email: nitvfs@cvsa1.com TIN: 55-0829542				Total	\$9,995.00



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Public Works

ITEM #10: Work Authorization No. CT-S02 – Bermuda Road Drainage Improvements - Public Works Department (FY 2024 - Stormwater Enterprise Fund) - Craven Thompson & Associates, Inc.

SUMMARY: Bermuda Road has experienced drainage and standing water concerns for several years prior to this area being annexed into the Village from Palm Beach County. It has been identified by Village staff, the Village's Stormwater System Evaluation and Improvement Plan, and the Village of Palm Springs Community Redevelopment Agency as an area where stormwater improvements and conveyance are needed.

In 2016, Keshavarz and Associates was contracted by the Village to conduct, study and prepare the Village's Stormwater System Evaluation and Improvement Plan. Bermuda Road was identified as project Number 13 in the Village's Stormwater Master Plan as a potential project to implement solutions through LWDD to alleviate the drainage issues within this area.

As a result, the Village Council is requesting to approve Work Authorization CT-S0-2 for professional engineering services and related tasks associated with Bermuda Road Drainage Improvements by Craven Thompson & Associates, Inc., the Village's contracted engineering firm, in the amount of \$88,015.00. The proposed tasks and associated costs to provide the professional engineering services to complete this project are listed in the attached Work Authorization proposal. If approved, the Village would accept Craven Thompson & Associates, Inc. pricing as outlined within the previously approved General Consulting Services Continuing Contract with Craven Thompson & Associates, Inc. including all terms, conditions, and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2019R-001 - Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

The Village Council has approved \$1,030,00.00 for Bermuda Road Drainage Improvements with the FY 2024 Budget - Stormwater 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.

If approved, it is estimated that the proposed Bermuda Road Drainage Improvements will take approximately One Hundred Sixty-Five (165) days to complete, design, and ready to go out to bid (1st week of August 2024) and Three Hundred Forty-Five (345) days total to complete the project from the date the work authorization is issued to Craven Thompson & Associates, Inc. by the Village.

The proposed work authorization was prepared by Craven Thompson & Associates, Inc. and reviewed by the Assistant Public Works Director, Village Project Manager, Village Attorney and Finance Director.

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

FISCAL IMPACT:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2024 Approved Funding - Stormwater Enterprise Fund (TO #333):	\$ 1,030,00.00
<u>Expected Project Costs:</u>	<u>Amount</u>
Projected Costs - Design & Engineering - Stormwater Enterprise Fund (TO #333):	\$ 88,015.00

Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Stormwater Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Work Authorization No. CT-S02 - Craven Thompson & Associates, Inc.
2. Executed General Services Agreement - Craven Thompson & Associates, Inc.



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE : 1/17/2023

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO.: CT-S02 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 333 G/L CODE: 42338-56300

CRAVEN THOMPSON &
ASSOCIATES, INC. PROJECT NO. _____

PROJECT TITLE: Bermuda Road Drainage Improvements

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated December 17, 2019 between the Village of Palm Springs ("VILLAGE"), and CRAVEN THOMPSON & ASSOCIATES, INC. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project is for the survey, utility locates, test holes, geotechnical testing and report, civil engineering design, permitting, and construction administration for the project to design permit bid and administration construction for the drainage improvements required for Bermuda Road per the Village of Palm Springs Storm Water Master Plan specifically for Area 15 in the master plan.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1.1 – Prepare Boundary and Topographic Survey

Prepare a boundary and topographic survey of the 50' right-of-way for approximately 1,035 LF of Bermuda Road, the west 20' of the right-of-way for Prairie Road adjacent to the G Star School for the Arts, a 20' strip of land lying adjacent to the south boundary of the G Star School for the Arts, between Bermuda Road and Prairie Road and an 80'x80' portion of the canal lying west of Prairie Road.

TASK 1.2 – Utility Locates

Perform underground utility location and add utility locations to survey.

TASK 1.3 – Test Holes

Perform 5 test holes at utility conflict to determine existing top of pipe elevations at 5 potential conflicts.

TASK 1.4 – Prepare sketch & Legal Descriptions

Prepare one sketch and legal description for rectangular shape of easement that will run along the south side of G Star school for the Arts Between Bermuda Road and Prairie Road and prepare another sketch and legal description for rectangular shape of easement that will run along Prairie Road between the Soth Side of G Star School for the Arts and the Lake Worth Drainage District Canal L-8.

TASK 2.1 – Geotechnical Testing

Provide Geotechnical testing for two soil percolation tests.

TASK 3.1 – Prepare Demolition Plans for Project

Prepare AutoCAD drawings delineating existing items and areas to be demolished and disposed of throughout the limits of the proposed project and include appropriate notes and specifications for demolition.

TASK 3.2 – Prepare Erosion Control Plans for Project

Prepare AutoCAD drawings delineating erosion control measures to be implemented throughout the limits of the proposed project and include appropriate details notes and specifications for erosion control.

TASK 3.3 – Prepare Paving Grading and Drainage Plans for Project

Prepare AutoCAD drawings delineating proposed paving grading and drainage improvements to be implemented throughout the limits of the proposed project including but not limited to proposed drainage pipe, drainage structures, swales and grading, restoration of roads and driveways, and include appropriate cross sections, details, notes and specifications for paving, grading and drainage improvements.

TASK 3.4 – Prepare Drainage Calculations for Project

Prepare drainage calculations for Bermuda Road Drainage including water quality criteria, water quantity and discharge criteria, flood routing, pipe sizing, and all other requirements for connection to Lake Worth Drainage District canal meeting all South Florida Water Management District and Lake Worth Drainage District criteria.

TASK 3.5 – Permitting

Prepare, submit, and process all permit applications including Lake Worth Drainage District, South Florida Water Management District, and Village of Palm Springs approval.

TASK 4.1 – Bidding Assistance

Provide bidding assistance to contractors, attend and assist Village with pre-bid meeting, and prepare addenda, etc., as related to proposed improvements for the project to be known as Bermuda Road Drainage Improvements.

TASK 5.1 – Construction Administration

Provide construction administration services including attendance of pre-construction meeting, review and process shop drawings, perform general site observation inspections, take photos, review pay applications, review change order requests, attend substation and final walkthrough prepare punch list and follow up.

TASK 5.2 – Project Certification

Provide review of asbuilts, process close out and submittal of asbuilts through governing agencies

providing certification letter that project was constructed in accordance with plans and follow up with agencies.

TASK 6.1 – Reimbursable Expenses and Permit Fees

Reimbursable expenses such as permit fees, courier services, FedEx, progress prints, permit prints, or other clerical/design expenses for any active project being performed for Village of Palm Springs by Craven Thompson & Associates.

III. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X Schedule

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Tasks 1.1, 1.2, and 2.1	45	45
Tasks 3.1, 3.2, 3.3, 1.3, and 1.4	60	105
Task 3.4	60	165
Task 4.1	30	195
Tasks 5.1 and 5.2	150	345

* The schedule is based upon conducting a review meeting within 14 calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within 14 calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

IV. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$88,015.00 as outlined in Table [X] and further detailed in Attachment [X].

Table X Budget Summary

Description	Total
Task 1.1 - Prepare Boundary and Topographic Survey	\$15,385.00
Task 1.2 - Utility Locates	\$11,360.00
Task 1.3 - Test Holes	\$2,250.00
Task 1.4 – Prepare Sketch and Legal Descriptions	\$2,050.00
Task 2.1 - Geotechnical Testing	\$3,700.00
Task 3.1 - Prepare Demolition Plans for Project	\$1,900.00
Task 3.2 - Prepare Erosion Control Plans for Project	\$1,900.00
Task 3.3 - Prepare Paving Grading and Drainage Plans for	\$13,910.00

Task 3.4 - Prepare Drainage Calculations for Project	\$5,010.00
Task 3.5 - Permitting	\$3,870.00
Task 4.1 - Bidding Assistance	\$2,480.00
Task 5.1 - Construction Administration	\$17,830.00
Task 5.2 - Project Certification	\$2,920.00
Task 6.1 Reimbursables and Permit Fees	\$3,450.00
TOTAL	\$88,015.00

V. ASSUMPTIONS

Village will provide draft of frontend specifications in Word format and provide any asbuilt information available in the project area. Village will also provide any proposed easements required and copies of existing easement documents required.

VI. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated December 21, 2023 by and between the Village of Palm Springs ("VILLAGE") and CRAVEN THOMPSON & ASSOCIATES, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CRAVEN THOMPSON & ASSOCIATES, INC.

VILLAGE OF PALM SPRINGS

By:  _____

By: _____

Print Name: Patrick J. Gibney, P.E.

Title: Vice President, Engineering

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT MEMORANDUM

TO: Rich Reade

FROM: Matthew Hammond

CC: Justin Lucas, Kim Glas-Castro, Chad Girard

RE: General Services Agreement – Craven & Thompson

DATE: March 27, 2019

Please find the partially executed *Agreement for Professional Services* pursuant to Request for Qualifications (RFQ) 2019R-001 for Craven & Thompson, Inc. for your signature. The fee schedule and terms have been negotiated with the Consultant in coordination with the Parks & Recreation and Planning, Zoning & Building Departments. There are no material changes to the agreement template provided in the RFQ and presented to the Council at the February 14, 2019 Council Meeting. In accordance with the Council action at this meeting, the Village Manager has been provided authorization to approve and execute each of the Agreements once negotiations have been completed.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 4th day of April, 2019, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Craven, Thompson & Associates, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

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

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

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

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the City with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates Patrick Gibney, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a Work Authorization.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in **Exhibit "B"** and the budget in each Work Authorization.

- A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.
- B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.
- C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**
- D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be

submitted in the format of the sample Monthly Project Status Update, attached hereto and incorporated herein as **Exhibit "C"**. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

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

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

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

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

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

Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional

insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

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

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

Attn: Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

CONSULTANT

Craven, Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

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

M. Prohibition against Contingent Fees:

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

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Neither the Consultant nor the Village nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

P. Interest of the Consultant:

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

Q. Compliance with Laws:

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

R. Jurisdiction; Venue:

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

S. Internal Dispute between Owner and Consultant:

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

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral.

This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

In the event Community Development Block Grant (CDBG) funds are used for a project, the requirements of the CDBG Agreement with Palm Beach County shall apply and in the event of any conflict, the CDBG Agreement shall be first in order of precedence. The Consultant shall abide by all requirements and obligations imposed on the Village (or as otherwise identified) under the CDBG Agreement. This includes all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as **Exhibit "D"**). If the CDBG Agreement is terminated for any reason, this Agreement and the Agreement Documents will also be terminated unless agreed in writing by the Village and Consultant to be extended.

U. Palm Beach County Inspector General:

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.

V. Public Records:

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

- (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.

THE REST OF THE PAGE IS LEFT BLANK

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

ATTEST:

Kimberly Blyn
Village Clerk



VILLAGE OF PALM SPRINGS

By: V. the Mayor

Mayor

Approved as to Form:

[Signature]

Village Attorney

WITNESSES:

Pamela D. Gierbach
(Name Printed or Typed)

Laura Ann Mascaro

Laura Ann Mascaro
(Name Printed or Typed)

[Signature]
By: Patrick J. Gibney, P.E.
Vice President

State of Florida
County of Broward

BEFORE ME, the foregoing instrument, this 27th day of March, 2019, was acknowledged by PATRICK J. GIBNEY, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 27th day of March, 2019.



Patricia A. Gilbert
Notary Public
My Commission Expires: 3/23/2022

EXHIBIT A



VILLAGE OF PALM SPRINGS CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated **DATE** between the Village of Palm Springs ("VILLAGE"), and **CONSULTANT NAME** ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. **SCHEDULE**

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. **COMPENSATION AND PAYMENT**

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

Table X
Budget Summary

Description	Total
TOTAL	

VI. **ASSUMPTIONS**

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated **MONTH DAY**, 2018, by and between the Village of Palm Springs ("VILLAGE") and **CONSULTANT NAME** ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

EXHIBIT B

THE VILLAGE OF PALM SPRINGS, FLORIDA
CRAVEN THOMPSON & ASSOCIATES, INC.
HOURLY FEE SCHEDULE
REVISED

Civil Engineering Services

Principal Engineer	\$200/Hour
Senior Supervising Engineer	\$170/Hour
Senior Engineer	\$130/Hour
Project Engineer	\$110/Hour
Engineering Senior CADD Technician	\$95/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$165/Hour
Professional Land Surveyor	\$125/Hour
Project Surveyor	\$105/Hour
Survey CADD / GIS Tech	\$85/Hour
Survey Field Crew (1-Man Crew)	\$92/Hour
Survey Field Crew (2-Man Crew)	\$130/Hour
Survey Field Crew (3-Man Crew)	\$160/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$250/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$165/Hour
Senior Supervising Landscape Architect	\$150/Hour
Senior Landscape Architect	\$130/Hour
Landscape Architect	\$110/Hour
Project Landscape Designer	\$105/Hour
Project Planner	\$100/Hour

Construction Administration Services

Director of Construction Management	\$145/Hour
Construction Manager	\$125/Hour
Senior Field Representative	\$95/Hour
Field Representative	\$75/Hour

Miscellaneous

Clerical	\$65/Hour
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**THE VILLAGE OF PALM SPRINGS, FLORIDA
CRAVEN THOMPSON & ASSOCIATES, INC.**

Civil Engineering

Principal Engineer Vice President/Director of Engineering -Professional Engineer with over 25 years' experience in all facets of infrastructure improvements.

Senior Supervising Engineer – Professional Engineer with over 10 -15 years' experience at design, project and contract management for various engineering projects.

Senior Engineer – Professional engineer with over 5 years' experience at design and management of various engineering projects

Project Engineer – Newly graduate engineer to someone who has numerous years of experience but without a P.E. license.

Engineering Senior CADD Technician -An Autocad operator or a non-graduate designer.

Land Surveying & Mapping Services

Principal Surveyor – Vice President of Surveying – Professional Surveyor with over 30 years' experience in managing, directing staff, field experience and office experience.

Professional Land Surveyor – A licensed surveyor with a minimum of 4 years of experience managing clients and field and office staff

Project Surveyor – An unlicensed surveyor with 0 to numerous years of experience.

Survey CADD / GIS Tech – Acadcad or GIS operator

Survey Field Crew (1-Man Crew)

Survey Field Crew (2-Man Crew)

Survey Field Crew (3-Man Crew)

Survey Crew with Laser Scan (3-Man Crew)

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner – Vice President of Planning and LA – Professional Landscape Architect with over 25 years' experience providing land planning and landscape architectural design as well as managing staff.

Senior Supervising Landscape Architect – A licensed LA with over 10 years' experience designing, managing clients, staff and contractors.

Senior Landscape Architect – A licensed LA with various years of experience designing and managing some staff with some client interaction.

Landscape Architect – An unlicensed graduate LA with 0 to numerous years of experience.

Project Landscape Designer/Project Planner – A non-graduate planner or designer with various years of experience in design and planning of Sites.

**THE VILLAGE OF PALM SPRINGS, FLORIDA
CRAVEN THOMPSON & ASSOCIATES, INC.**

Construction Administration Services

Director of Construction Management – The director of the construction management department. – Over 30 years' experience in the construction field managing office and field staff for observation services, handling field changes and client interaction.

Construction Manager – Over 10 years' experience in providing administrative and oversight services of various infrastructure projects.

Senior Field Representative – Over 5 years' experience providing construction observation services.

Field Representative - 0 to 5 years of construction observation services.

Miscellaneous

Clerical



EXHIBIT C

Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)

EXHIBIT D

PALM BEACH COUNTY

DEPARTMENT OF ECONOMIC SUSTAINABILITY

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

CONSULTANTS

PROJECT NAME:	
----------------------	--

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this solicitation, the requirements contained herein shall govern.

Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.

1. **General Requirements:**

The following requirements are attached:

- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause

2. **Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of Consultant
- Certification of Non-segregated Facilities

3. **Form for the successful bidder for use by subcontractors after contract award:**

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**

- Contract Award Report to be submitted as follows:
 - With the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - With the final payment request

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE
ORDER 11246

During the performance of this contract, the consultant/contractor agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The consultant agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The consultant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

NON-COLLUSION AFFIDAVIT OF CONSULTANT

**State of Florida
County of Palm Beach**

BEFORE ME, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is _____ of _____
the Consultant that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__ by
_____, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, _____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the consultant that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF CONSULTANT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:
(1) He/she is the _____ of _____, hereinafter referred to as the "Consultant"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract;

(3) The Consultant nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract;

(4) The Consultant acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action;

(5) The Consultant acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Consultant acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "Consultant" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Contract, its contract with the "Consultant" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its actions.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address:

Signature

Name and Title

Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

By: _____
Name and Title

Signature

Date

CONTRACT AWARD REPORT

SAMPLE

Project Name:		Report Date:	
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Consultant Information - Consultant contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other Identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
//////////							//////////	///					

Sub-Consultant Information – Consultant sub-contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other Identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address				
									Name	Street	City	State	Zip Code
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(A) Type of Trade Codes:

Concern: Enter Yes or No

1 = New Construction

2 = Substantial Rehab

3 = Repair

4 = Service

5 = Project Mangt.

6 = Professional

7 = Tenant Services

8 = Education/Training

9 = Arch./Engrg./Appraisal

0 = Other

(B) Racial/Ethnic Codes

1 = White Americans

2 = Black Americans

3 = Native Americans

4 = Hispanic Americans

5 = Asian/Pacific Americans

(C) Section 3 Business**SAMPLE****DO NOT USE THIS FORM**

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, The Annual Panthers Day is a time for our school community to come together, celebrate our collective achievements and recognize the hard work and dedication of our students, faculty, and staff. It is a day filled with various activities and events that showcase the talents and accomplishments of our school community; and

WHEREAS, the event encompasses various activities and ceremonies that highlight the achievements of students and staff through engaging presentations, performances, and displays. Panther Day will bring to life the vibrant tapestry that makes Palm Beach Prep an institution of academic distinction; and

WHEREAS, this day serves as a reminder of the accomplishments achieved and the challenges overcome on a journey to excellence. Palm Beach Preparatory Charter Academy has achieved Commendable School Year 21-22 and School Year 22-23, the Cogina School of Distinction Award 2022, and a federal graduation rate of 54.7% in 2021-2022 and 59.7% in 2022-2023.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim February 2, 2024, as Panther Day in the school community and the Village of Palm Springs. I encourage all community members to support Palm Beach Preparatory Charter Academy's shared values and achievements.



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

Mayor Beverly Smith

Date February 8, 2024

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Village of Palm Springs would like to join with the State of Florida and designate February 9, 2024, as "Crossing Guard Appreciation Day"; and

WHEREAS, every school day, thousands of dedicated crossing guards assist our children across busy streets as they arrive and depart from school; and

WHEREAS, the Village of Palm Springs places top priority on child safety issues, and realize that awareness and education play a critical role in ensuring the safety of all involved in the school commute; and

WHEREAS, Crossing Guards provide an invaluable service to our community, yet they receive very little compensation and recognition for their tireless efforts; and

WHEREAS, the Village of Palm Springs urges all citizens to use due care when involved in the school commute, and to acknowledge and express gratitude to their local school guards for the invaluable service they provide to the community.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim February 9, 2024, as

"Crossing Guard Appreciation Day in Palm Springs"



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

Mayor Beverly Smith

Date February 8, 2024

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Greater Palm Beach Chapter of National Association of Women in Construction (NAWIC), Chapter 87 has distinguished itself for 60 years as the voice of women in construction in Palm Beach County and SE Florida; and

WHEREAS, the work done by the Greater Palm Beach Chapter of NAWIC, Chapter 87 has benefited Palm Beach County, and SE Florida through community development and educational programs; and

WHEREAS, the Greater Palm Beach Chapter of NAWIC, Chapter 87 has unceasingly promoted the employment and advancement of women in the construction industry; and

WHEREAS, the construction community, represented by Greater Palm Beach Chapter of NAWIC, Chapter 87, has been a driving force in fostering community development through renovation and beautification projects, promotion of skilled trades careers; and a positive vision of the future; and

WHEREAS, the Greater Palm Beach Chapter of NAWIC, Chapter 87 has sought to achieve successful results for Palm Beach County and surrounding areas in a cooperative spirit with other organizations;

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, do hereby recognize the Greater Palm Beach Chapter of NAWIC, Chapter 87, do proudly proclaim the week of March 3-9, 2024, as:

“WOMEN IN CONSTRUCTION WEEK”

and encourage our citizens to congratulate the organization on its many accomplishments.



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

Date February 8, 2024



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #14: *(First Reading)* Ordinance No. 2024-03 - Village Code Amendment - Chapter 10 - Buildings and Building Regulations

SUMMARY: Planning, Zoning & Building Staff is recommending an amendment to the Village's Code of Ordinances (Chapter 10 - Buildings and Building Regulations) by adopting, by reference, the new Florida Building Code, 8th Edition (2023), which will become effective within the State of Florida on January 1, 2024. The Florida Building Code is revised every three (3) years by the state and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare. The 7th Edition of the Florida Building Code was adopted by the Village in 2021 (Ordinance 2021-01).

Additionally, the Village can provide/approve local amendments ("Chapter One Amendments") that are more specific than the Florida Building Code and are adopted concurrently to create consistency. These proposed amendments provide for local administrative regulations and requirements (i.e., enforcement mechanisms, interpretation/appeal procedures, etc.).

The Building Officials Association of Florida (BOAF) developed the proposed Chapter One Amendments as a template for local governments within Palm Beach County to address local regulations and requirements better. The Village's Interim Building Official, Wayne Cameron, served on the Advisory Board Subcommittee to develop the proposed recommendations/revisions to Chapter One of the new Florida Building Code.

As a result, the Florida Building Code, 8th Edition (2023), and the proposed "Chapter One Amendments" include amendments to the following construction standards:

- Roofing
- Energy
- Fire
- Plumbing
- Electrical
- Code Administration

Note: The Florida Building Commission updates the Florida Building Codes every three (3) years. If approved, the proposed Chapter One Amendments will be submitted to the Building Official Commission within 30 days of adoption.

The Planning & Zoning Board considered the proposed ordinance at its January 9, 2024, meeting and recommended approval.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Ordinance No. 2024-03 - Chapter 10 - Buildings and Building Regulations

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FLORIDA BUILDING CODE 8TH EDITION (2023) AND ADOPTING LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE EFFECTIVE JANUARY 1, 2024 BY AMENDING THE VILLAGE OF PALM SPRINGS CODE OF ORDINANCES AT CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE II, "FLORIDA BUILDING CODE", DIVISION 1, "GENERALLY", SECTION 10-31, "CHAPTER ONE AMENDMENTS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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 Florida Building Commission has adopted the 8th Edition of the Florida Building Code (2023) which contains or incorporates by reference all laws and rules that pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings and structures, and the enforcement of such laws and rules; and

WHEREAS, the Florida Building Code 8th Edition becomes effective within the State of Florida on January 1, 2024; and

WHEREAS, the Village is authorized to approve local amendments to the Florida Building Code (Chapter One Amendments) that are more specific to the Village and are adopted concurrently to create consistency; and

WHEREAS, the Building Officials Association of Florida developed the proposed Chapter One Amendments as a template for local governments within Palm Beach County; and

WHEREAS, the Village's Interim Building Official assisted in the creation of the Chapter One Amendments which includes amendments to construction standards for roofing, energy, fire, plumbing, electrical, and code administration; 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 the Florida Building Code 8th Edition (2023) and the Chapter One Amendments as set forth in 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 10 of the Village of Palm Springs Code is hereby amended by amending Article II "Florida Building Code", Division 1, "Generally", Section 10-31, "Chapter One Amendments", as follows (underlined language is added and strike-through language is deleted):

**ARTICLE II. – FLORIDA BUILDING CODE
DIVISION 1. – GENERALLY**

Sec. 10-31. – Chapter One Amendments

The village hereby adopts the Florida Building Code 8th Edition (2023). The following chapter one amendments are hereby adopted and incorporated in this article as minimum construction standards for the village. ~~These amendments to the Florida Building Code 7th Edition (2020) are hereby adopted and incorporated in this article as the minimum construction standards for the Village.~~

Chapter 1 Scope and Administration

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 ~~Florida Building Code,~~ Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to

~~such inspection or permitting. Further, no employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.~~

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.11 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. As provided in Chapter 10, Article 1 of the Village of Palm Springs Code of Ordinance. The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special

code requirements, see Section 458,
Florida Building Code. Building, and Rule 61-41 *Florida Administrative Code*.

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.11 Flood Damage Prevention. Provisions of Chapter 34, Article II of the Village of Palm Springs Land Development Regulations, shall be considered part of this code relative to flood control.

101.5 Building Official. Whenever, the Building Official is mentioned in this code, it is also intended to mean the Building Official's designee, wherever applicable.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of

Part II (Section 553.501- 553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non- wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m2) which is constructed and owned by a natural person for hunting, and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) ~~Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure. A drone port as defined in s.330.41(2).~~

102.2.1 In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;

2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.
7. ~~The requirements of Florida Building Code, Existing Building Volume, are also satisfied.~~

(See Florida Building Code, Existing Building Chapter 13, for additional requirements for Relocated or Moved Buildings)

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, ~~or alteration or repair~~ shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code, and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, the Florida Fire Prevention Code, and the provisions of [Chapter 10](#), Article I of the Village of Palm Springs Code of Ordinances.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building

existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, the provisions of [Chapter 10](#), Article I of the Village of Palm Springs Code of Ordinances., or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.
3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Division of Building Safety (within the Planning and Zoning Department) is hereby created and the official in charge thereof shall be known as the Building Official.

103.2 Appointment. The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy Building Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official.

For the maintenance of existing properties, see the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances.

~~103.4 Restrictions on employees. (Reserved).~~

SECTION 104 DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such

interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The Building Official shall receive applications, review construction documents and issue permit for the erection, and alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or

board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed alternative meets all the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code.
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
 - 2.1 Quality
 - 2.2 Strength
 - 2.3 Effectiveness
 - 2.4 Fire resistance
 - 2.5 Durability
 - 2.6 Safety

Where the alternative material, design or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

SECTION 105 PERMITS

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permits. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated. The Building Official is authorized to revoke such permit if code violations are found to exist.

105.1.3 Food permit. In accordance with 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031,

Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempts from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.
2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the Building Official, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Swings and other playground equipment accessory to detached one- and two-family dwelling except for the electrical service.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal, or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work, and a permit shall be obtained, and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official. Notification shall be given to the Building Official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water

supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the Building Official.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons, therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a new fire protection ~~sprinkler system~~ of 49 or fewer heads ~~sprinklers~~; and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of ~~not more than 49 heads~~ 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems, and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system which:

1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than \$125,000; and
2.
 - a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;
 - b. Requires a plumbing system with more than 250 fixture units; or
 - c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building permit, a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly

completed or to determine the sufficiency of the application.

4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
 - a. Approve the application;
 - b. Approve the application with conditions; or
 - c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, or for any 180 day period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify

for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in the case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

105.4.1.6 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

105.4.2 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the

work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term "close" means that the requirements of the permit have been satisfied.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official.

105.5.1 **Additional options for closing a permit.** Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency

determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5.2 For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

105.5.3 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. A local enforcement agency has the authority to deny a new permit application from an applicant for other reasons.

105.6.1 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official may require correction or revoke the permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: “WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF

COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 “Asbestos Removal Contractor Exemption” of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant jobsite posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plan’s examiner under Part XII of Chapter

468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, Florida Statutes, or as defined in the Florida Building Code.
2. A change of occupancy as defined in the Florida Building Code.
3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.
4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of Chapter 489, Florida Statutes.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and

ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(c) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) This section does not apply to the installation or replacement of a fire alarm, or access control system affecting required means of egress as required by Florida Building Code Chapter 10, if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.

(8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application in accordance with Florida Statute 553.79. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the Building Official, in a format acceptable to the Building Official, and may require only one set of submittals.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

107.2 Construction documents. Construction documents shall be in accordance with Sections

107.2.1 through 107.2.6.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe, and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The Building Official may establish, through Departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive

membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation should fully describe the exterior wall system, which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1. Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official, from

review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the Building Official issues a permit, the construction document shall be approved, in writing or by stamp, as “Reviewed for Code Compliance.” One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner’s authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner’s authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner’s authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. Successor registered design professional in responsible charge licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute, and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481, Florida Statutes, shall comply with Section 481.221(6), Florida Statute, and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
Parking
Fire access
Vehicle loading
Driving/turning radius
Fire hydrant/water supply/post indicator valve (PIV)
Set back/separation (assumed property lines)
Location of specific tanks, water lines and sewer lines
Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components: Fire-resistant separations
Fire-resistant protection for type of construction Protection of openings and penetrations of rated walls
Fire blocking and draft stopping and calculated fire resistance
5. Fire suppression systems shall include Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes

Pre-engineered systems
Riser diagram

6. Life safety systems shall be determined and shall include the following requirements:

Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:

Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stair's construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:

Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Impact resistant coverings or systems
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following: Wood

Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Deck coatings
Insulation

Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

- Site requirements
- Accessible route
- Vertical accessibility
- Toilet and bathing facilities
- Drinking fountains
- Equipment
- Special occupancy requirements
- Fair housing requirements

11. Interior requirements shall include the following:

- Interior finishes (flame spread/smoke development)
- Light and ventilation (including corresponding portion of the energy code)
- Sanitation

12. Special systems:

- Elevators
- Escalators
- Lifts

13. Swimming pools:

- Barrier requirements
- Spas
- Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:

- Wiring
- Services
- Feeders and branch circuits
- Overcurrent protection
- Grounding
- Wiring methods and materials
- GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

- 2. Equipment
- 3. Special occupancies
- 4. Emergency systems
- 5. Communication systems
- 6. Low voltage
- 7. Load calculations
- 8. Design flood elevation

Plumbing

- 1. Minimum plumbing facilities

2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the energy calculations
2. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces, and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation
17. Smoke and/or Fire Dampers

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal:

Residential (one- and two-family):

1. Site requirements:

Set back/separation (assumed property lines)

Location of septic tanks

2. Fire-resistant construction (if required)

3. Fire

4. Smoke and/or carbon monoxide alarm/detector locations

5. Egress

Egress window size and location stairs construction requirements

6. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)

Termite protection

Design loads

Wind requirements

Building envelope

Foundation

Wall systems

Floor systems

Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements: show/identify accessible bath

8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)

10. Electrical:

Electric service riser with wire sizes, conduit detail and grounding detail

Complete load calculations, Panel schedules

11. Mechanical:

Equipment and location, Duct systems

12. Plumbing:

Plumbing riser

13. Gas:

Gas piping

Venting

Combustion air

Chimneys and vents

Appliances

Type of gas

Fireplaces

LP tank location
Riser diagram/shutoffs

14. Swimming Pools
Barrier requirements
Spas
Wading pools

Manufactured buildings/housing -

1. Site requirements
Setback/separation (assumed property lines)
Location of septic tanks (if applicable)
2. Structural:
Wind zone
Flood Anchoring
Blocking
3. Plumbing:
List potable water source and meter size (if applicable)
4. Mechanical:
Exhaust systems
Clothes dryer exhaust
Kitchen equipment exhaust
5. Electrical exteriors disconnect location:

Exemptions.

Plans examination by the *Building Official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs (as determined by local jurisdiction)
3. Minor electrical, plumbing, and mechanical repairs
4. Annual maintenance permits
5. Prototype plans

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of

construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the

temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in NFPA 70.

108.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure to be removed or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the Building Official as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall

not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The Building Official is authorized to establish and publish a refund policy through local ordinance, which is located in the village code of ordinances, ~~Village of Palm Springs Muni Code Ch 10~~, section 10.56.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain exposed and provided with access for inspection purposes until approved.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the Building Official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The Building Official may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance with Chapter 468 Florida Statutes; or licensed under Chapter 471 or 481 Florida Statutes.

The Building Official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
2. For all major structural alterations;
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
4. For pile driving;
5. For buildings with an area greater than 20,000 square feet;
6. For buildings more than two stories in height; or
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes may perform the inspections, under the direction of and with final

certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the Building Official and including a code compliance opinion of the resident inspector. At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the Building Official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the Building Official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the Building Official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the Building Official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

110.2 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures, and sites for which an application has been filed.

110.3 Required inspections. The Building Official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the ~~Authority having Jurisdiction~~building official.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC as indicated on approved energy calculations
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved calculations)
- Accessibility.
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance-rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing

- Continuous air barrier
- Exterior Siding/Cladding
- Sheathing fasteners
- Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material. **Exception:** ring shank nails shall be bent over, and a new fastener installed.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
- Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

- Dry-in
- Insulation
- Roof coverings (including In Progress as necessary)
- Insulation on roof deck (according to submitted energy calculation)
- Flashing
- Sheathing

5.1. Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the Building Official.

6. Final inspection. To be made after the building, including all sub-trade inspections, is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding, and main drain and prior to placing of concrete shell.

1. Steel reinforcement inspection
2. Underground electric inspection.
3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area.
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place

7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping.
9. Final Electrical inspection.
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of this code

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact resistant coverings or impact resistant systems are installed, the Building Official shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building electrical system is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling

membranes.

·includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

·includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

· includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations.

Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with FBC, Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation *R*- and *U*-values, fenestration *U*-value and Solar Heat Gain Coefficient, duct system *R*-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

110.3.11.1 Flood hazard documentation. If located in a flood hazard area, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *Building Official* has been received.

110.3.13 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the

Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a

building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

110.9 Impact of construction. ~~All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage runoffs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval for the final inspection.~~

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Florida Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Florida Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2 As used in this section, the terms:

(a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such an inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) “Substantial structural deterioration” means substantial structural distress or substantial structural weakness that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3 (a) An owner or owners of a building that is three stories or more in height as

determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4 The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association.

This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the

building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and uninhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. Phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a)** Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b)** Indicate the manner and type of inspection forming the basis for the inspection report.

- (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.

110.9.9 Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

SECTION 111

CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the ~~authority having jurisdiction~~ building official
7. The name of the Building Official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

111.3 Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

Construction Board of Adjustment and Appeals.

113.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The village council shall appoint the board.

113.2 Membership and terms.

(a) Membership. The construction board of adjustment and appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, if possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category or building inspectors, plans examiners, or Building Officials licensed by F.S. Chapter 468. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

(b) Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12-month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

(c) Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this Code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

(d) Secretary of board. The Building Official or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

113.3. Powers. The construction board of adjustments and appeals shall have the power, as further defined in 113.4, to hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes. The board shall constitute the local contractor regulatory board of the Village of Palm Springs pursuant to F.S. Chapter 489 for hearings on willful building violations of state licensed contractors.

113.4. Appeals/Variances.

(a) Decision of the Building Official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the Building Official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this Code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this Code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

(b) Variances. The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures or service system.
4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.
5. That the grant of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to public health, safety and general welfare.

(c) Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this Code. Violation of the conditions of a variance shall be deemed a violation of this Code.

(d) Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. The failure of an aggrieved party to file an appeal within the 30-day period shall render the appeal untimely and the appeal shall be summarily dismissed by the board and may not be heard by the board.

(e) Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

(a) Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

(b) Application for appeal.

1. All appeals of administrative decisions shall be made by completing and submitting a technically complete appeal form using forms prescribed by the village together with the payment of the appeal filing fee. The filing fee is an administrative cost that has been established by resolution of the village council and which may be amended from time to time. The aggrieved party or appellant may provide additional information and documentation in addition to the information requested on the village form. The appeal shall specify at a minimum the following:

a. A detailed description of the decision, interpretation, requirement or determination which is being appealed.

b. A copy of the written decision, interpretation, requirement or determination which is being appealed also reflects the date when such action was taken by the Building Official.

c. The form of relief that the aggrieved party ("appellant") is requesting.

d. A statement as to whether any code enforcement proceedings have been initiated by the village that involve the subject matter of the appeal and if the subject of the appeal has been heard and ruled upon by the Village's Special Magistrate.

e. The sections of the Village Code and/or the Florida Building Code that are at issue.

f. The appeal application form must be executed, sworn to under oath and notarized by the owners of at least 75 percent of the property described in the application. If the appeal is submitted by an agent of the property owner or an agent of a tenant or contract purchaser, or other person aggrieved by the decision, the appeal must be accompanied by a written power of attorney appointing the agent to act on behalf of the appellant in the proceedings. The power of attorney shall be subject to review as to form and legal sufficiency by the village attorney, and may be rejected if the document is not deemed legally sufficient in the sole discretion of the village attorney.

g. Attach all documents and other tangible evidence to support your position in the appeal.

2. If an aggrieved party/appellant fails to submit a technically sufficient appeal using the application form provided by the village, the appeal will not be scheduled for hearing until a technically complete appeal has been submitted. The submission of an appeal that is not technically sufficient, does not toll the running of the 30-day appeal period, and unless a sufficient appeal is received with the 30-day period, the appeal will be forever time barred.

3. All properties described in one application must be contiguous and immediately adjacent to one another, and the administrative official may require more than one application if the property concerned contains more than ten acres or if the fee paid for one application would not equal the cost of processing the application.

4. Only applications which the board is authorized to consider and act upon shall be accepted for filing, and no application shall be considered or construed to be filed until the required fee has been paid.

(c) Decisions. The construction board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal order or

disallowance of the Building Official or varies the application of any provision of this Code, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

113.6 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116

UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the Building Official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the Code. The extent of repairs shall be determined by the Building Official.

116.1.1 When the Building Official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the local government, the processes and procedures for code enforcement under Florida Statute 162 may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the Building Official shall act in the role of code inspector as authorized in Section 114 of this code to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the Building Official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the Building Official, acting as a code inspector, shall notify an enforcement board and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the Building Official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the Building Official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the Building Official shall be final in cases of emergency, which, in the opinion of the Building Official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its

removal. For this purpose, he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.3 Record. The Building Official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.4 Notice. If an unsafe condition is found, the Building Official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.

116.5 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.6 Restoration. Where the structure or equipment determined to be unsafe by the Building Official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

116.7 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in Florida Statute 162. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in Florida Statute 162 before a transfer of property, and failure to make the required disclosures creates a presumption of fraud.

116.8 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board shall be recovered where the jurisdiction prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 114 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator. If an order is

recorded in the public records pursuant to this subsection, and it has been complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public record. A hearing is not required for the issuance of such a compliance order.

116.9 Appeal. An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management, (Village of Palm Springs Code of Ordinance) [Chapter 34](#), Article II "Floodplain Management," shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building Chapter 27.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. This Ordinance shall be codified in the Village's code of ordinances. Non-substantive changes to amend or identify the applicable sections, article, or division of the code may be made to this Ordinance at the time of codification.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading _____
Second Reading _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #14A: Work Authorization No. EG - PZB24 - 2024 Consulting Services for Plan Review and Inspection Services - Engenuity Group, Inc. (**ADDENDUM**)

SUMMARY: The Planning, Zoning and Building Department is requesting approval of Work Authorization No. EG - PZB24 - 2024 with Engenuity Group, Inc. for professional engineering services related to development and redevelopment projects which require professional engineering services.

Engenuity Group is authorized to provide engineering plan review and construction observation services and will continue to provide such reviews, oversight, approvals, observations and other necessary needs to address the Village's development applications and construction permits.

On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on March 10, 2016, the Village selected four (4) firms to provide design, construction management, general engineering services, plat, plan review and inspection services, which included Engenuity Group, Inc.

The initial five-year term agreement expired in 2021, and it has been extended for all consequent years. The Fourth Amendment was approved on November 10, 2022, and extended the agreement until March 11, 2024.

Currently, the Planning, Zoning and Building Staff is requesting approval of work authorization in consideration of the ongoing projects we have with the firm and, if approved, would allow their services to be provided until September 30, 2024.

FISCAL IMPACT:

Funding to support the proposed work authorization is available through Cost Recovery and Escrow Deposits as approved by the Village Council via Ordinance No. 2017-03.

ATTACHMENTS:

1. Work Authorization Engenuity NO. EG - PZB24



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: January 26, 2024 VILLAGE RFQ. NO.: 2016R-002

WORK AUTHORIZATION NO. EG – PZB24 – 2024 FOR CONSULTING
SERVICES FOR PLAN REVIEW AND INSPECTION SERVICES

G/L CODE: 22003

ENGENUITY GROUP PROJECT NO.: 6001.

PROJECT TITLE: Planning, Zoning & Building Dept Consulting Services

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated January 26, 2024 between the Village of Palm Springs (“VILLAGE”), and ENGENUITY GROUP, INC. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

In accordance with the Planning, Zoning and Building Department for plan review and construction observation. Engenuity Group, Inc will continue to provide such reviews, oversight, approvals, observations and other necessary needs to address Village permit applications and permits. This service shall continue until the end of the 2023/24 Fiscal Year.

II. SCOPE OF SERVICES

As detailed in the proposal dated March 10, 2016, as amended four times, ENGENUITY GROUP will provide development review services, including civil engineering inspection services, to ensure compliance with Village codes and standards, as well as regulatory standards of other agencies and organizations applicable within the Village limits.

III. TIME OF PERFORMANCE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete development review/inspection services as projects are assigned by the Planning, Zoning & Building Director, through the end of the fiscal year (September 30, 2024).

IV. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To Exceed Fees as shown on the detailed Exhibit A

PALM SPRINGS 2023 - 2024 FEE SCHEDULE	
EMPLOYEE TITLE	HOURLY FEES
PRESIDENT	\$204.00
SR. CORPORATE OFFICER	\$192.00
EXPERT WITNESS	\$229.00
DEPARTMENT DIRECTOR	\$178.00
SR. PROJECT MANAGER	\$156.00
PROJECT MANAGER	\$144.00
PROJECT ENGINEER	\$114.00
SR. PROJECT LAND SURVEYOR	\$122.00
PROJECT LAND SURVEYOR	\$108.00
SR. FIELD REPRESENTATIVE	\$112.00
FIELD REPRESENTATIVE	\$90.00
SR. AUTOCAD/GIS TECH	\$112.00
AUTOCAD/GIS TECH	\$99.00
SR. TECHNICIAN	\$89.00
TECHNICIAN	\$79.00
3 PERSON SURVEY CREW	\$156.00
2 PERSON SURVEY CREW	\$131.00
SR. ADMIN. ASSISTANT	\$71.00
ADMINISTRATIVE ASSISTANT	\$66.00
CLERICAL	\$48.00
COURIER	\$48.00
Engenuity Group, Inc. does not charge a 'Mark-Up' for sub-	

consultant services

“EXHIBIT A”

V. **AGREEMENT REFERENCE**

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated January 26, 2024, by and between the Village of Palm Springs ("VILLAGE") and ENGENUITY ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ENGENUITY GROUP, INC.

VILLAGE OF PALM SPRINGS

By: 

By: _____

Print Name: Lisa Tropepe, P.E.

Title: Vice President

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2024

DEPARTMENT: Administration

ITEM #15: Discussion: Selection of a Design for LED Messaging Signs

SUMMARY: Ferrin Signs has been assisting Village staff in preparing concepts for a new electronic changeable message board prototype that utilizes the Village branding colors and themes.

The vertical monument sign concepts utilize the Village colors (purple and green), incorporate an embossed palm background on the sign base (in keeping with the theme of proposed building panels on the police department expansion), and contain the free-form Village logo, which illuminates internally. The conceptual monument signs can support a 7'4" display.

While similar in design, the three concepts have slight variations in width and flourishes:

- Concept #1 is a 3'11.75" x 10' sign base covered with a curved cap.
- Concept #2 is a 4'x10' sign base with green siding and a flat ridge top.
- Concept #3 is a 5'x10' sign base with a curved cap.

The staff is seeking Council consensus on the sign concept for final design specifications.

Once finalized, the new messaging sign will be displayed throughout the Village to announce Village events, emergency notices, and information benefiting the residents. Proposed locations include Davis Road (replacement of existing signs), Alameda Drive, Greenbrier Drive near Congress Avenue, and Davis Road near 10th Avenue North.

Message signs will be installed in phases as the annual budget allows. The existing electronic message sign on Davis Road is approximately 8' x 7.5' in dimensions.

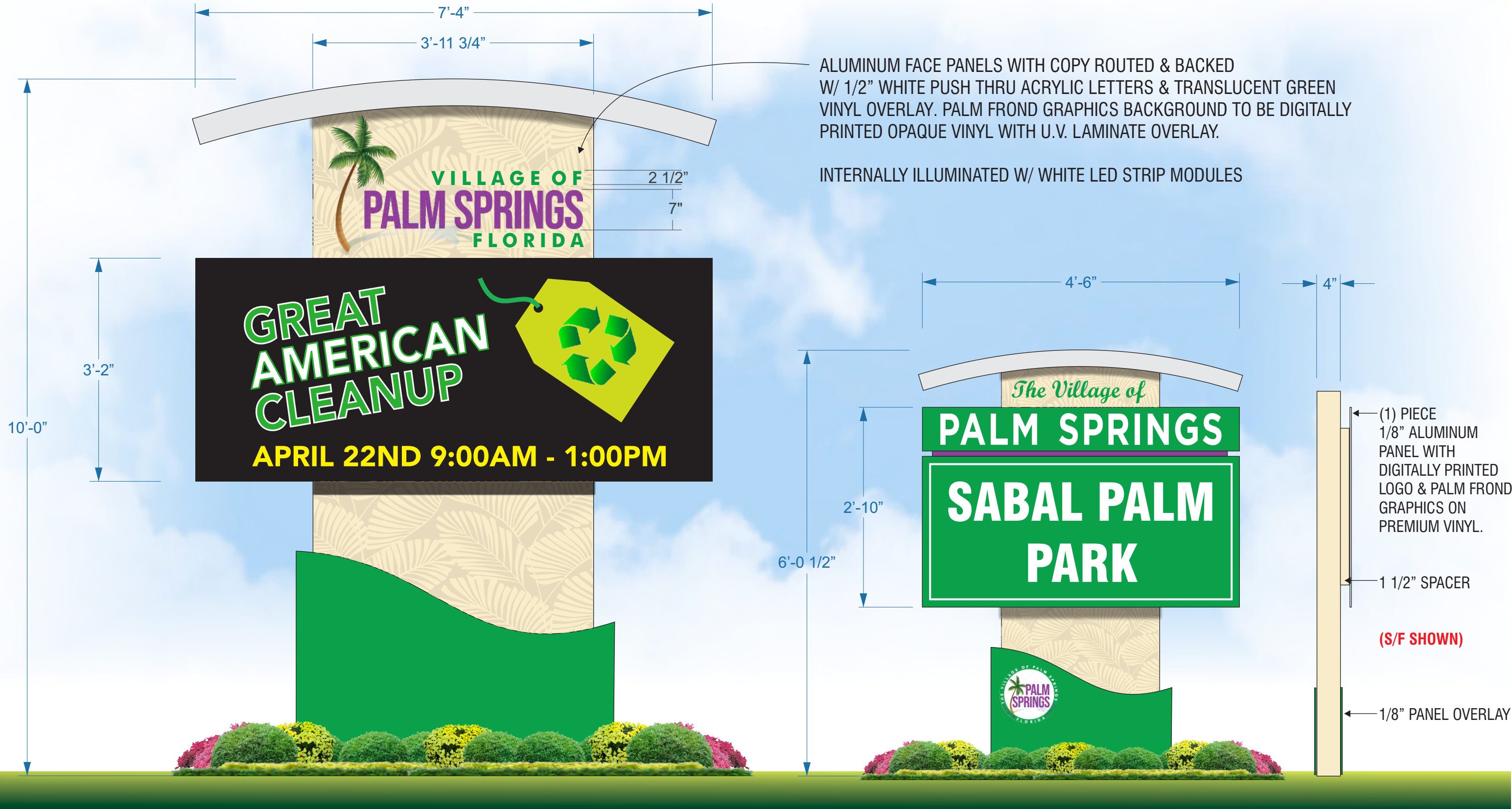
Please note that the graphics include an example of a park identification sign. These concepts are not being discussed at this time.

FISCAL IMPACT:

The FY24 Budget includes \$80,000 for a new LED messaging sign. The final cost of the proposed sign(s) will vary depending on materials selected for the sign base to support the messaging display, and will need to be procured through competitive bidding.

ATTACHMENTS:

1. Message Sign Concepts
2. Existing Village Center Messaging Sign



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West Palm Beach, FL 33407
561.802.4242

FLORIDA
4444 SE Commerce
Stuart, FL 34997
772.220.7377

MICHIGAN
1087 Naughton Dr
Troy, MI 48063
248.689-9100

OHIO
3809 Airport Hwy
Toledo, OH 43615
419.385.6669

www.ferrinsigns.com

JOB INFORMATION

CLIENT: VILLAGE OF PALM SPRINGS
PROJECT: GATEWAY SIGN OPTS
LOCATION: PALM SPRINGS, FL

COUNTY:
SALESPERSON: R. LASHLEYS / S. GARDNER

DESIGN INFORMATION

SCALE: AS NOTED
DESIGNER: C. COOPER
DATE: 10/18/23
REVISIONS:

FILE: #1023032 VILLAGE OF PALM SPRINGS OPT 1

CLIENT AUTHORIZATION

SIGNED BY:

DATE:

COLOR SPECIFICATIONS

ALL ELECTRICAL COMPONENTS ARE UL LISTED.
SIGNAGE GROUNDING & BONDING AS PER NEC 250.
PRIMARY WIRING #12 THHN AS PER NEC 600.
MIN. 20 AMP DISCONNECT SWITCH PER NEC 600.6
MIN. 1/2" CONDUIT, ASTRONOMICAL TIME CLOCK PER FEC
CONFORMS TO THE REQUIREMENTS OF THE
7TH EDITION OF FBC 2020 SECTION 1620 HVHZ & 3107
ULTIMATE DESIGN WIND = 180 MPH
RISK CATEGORY = II EXPOSURE C

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FERRIN SIGNS 945 26th St, West Palm Beach, FL 33407 561.802.4242 Divisions of Gardner signs FLORIDA 4444 SE Commerce Stuart, FL 34997 772.220.7377 MICHIGAN 1087 Naughton Dr Troy, MI 48063 248.689-9100 OHIO 3809 Airport Hwy Toledo, OH 43615 419.385.6669 Flamingo SIGNS www.ferrinsigns.com				<table><tr><th colspan="2">JOB INFORMATION</th></tr><tr><td>CLIENT:</td><td>VILLAGE OF PALM SPRINGS</td></tr><tr><td>PROJECT:</td><td>GATEWAY SIGN OPTS</td></tr><tr><td>LOCATION:</td><td>PALM SPRINGS, FL</td></tr><tr><td>COUNTY:</td><td></td></tr><tr><td>SALESPERSON:</td><td>R. LASHLELLS / S. GARDNER</td></tr><tr><td colspan="2">CLIENT AUTHORIZATION</td></tr><tr><td>SIGNED BY:</td><td></td></tr></table>	JOB INFORMATION		CLIENT:	VILLAGE OF PALM SPRINGS	PROJECT:	GATEWAY SIGN OPTS	LOCATION:	PALM SPRINGS, FL	COUNTY:		SALESPERSON:	R. LASHLELLS / S. GARDNER	CLIENT AUTHORIZATION		SIGNED BY:		<table><tr><th colspan="2">DESIGN INFORMATION</th></tr><tr><td>SCALE:</td><td>AS NOTED</td></tr><tr><td>DESIGNER:</td><td>C. COOPER</td></tr><tr><td>DATE:</td><td>10/18/23</td></tr><tr><td>REVISIONS:</td><td></td></tr><tr><td>FILE:</td><td>#1023032 VILLAGE OF PALM SPRINGS OPT 2</td></tr><tr><td colspan="2">DATE:</td></tr></table>	DESIGN INFORMATION		SCALE:	AS NOTED	DESIGNER:	C. COOPER	DATE:	10/18/23	REVISIONS:		FILE:	#1023032 VILLAGE OF PALM SPRINGS OPT 2	DATE:		<table><tr><th>COLOR SPECIFICATIONS</th></tr><tr><td>ALL ELECTRICAL COMPONENTS ARE UL LISTED. SIGNAGE GROUNDING & BONDING AS PER NEC 250. PRIMARY WIRING #12 THHN AS PER NEC 600. MIN. 20 AMP DISCONNECT SWITCH PER NEC 600.6 MIN. 1/2" CONDUIT, ASTRONOMICAL TIME CLOCK PER FEC CONFORMS TO THE REQUIREMENTS OF THE 7TH EDITION OF FBC 2020 SECTION 1620 HVHZ & 3107 ULTIMATE DESIGN WIND = 180 MPH RISK CATEGORY = II EXPOSURE C</td></tr></table>	COLOR SPECIFICATIONS	ALL ELECTRICAL COMPONENTS ARE UL LISTED. SIGNAGE GROUNDING & BONDING AS PER NEC 250. PRIMARY WIRING #12 THHN AS PER NEC 600. MIN. 20 AMP DISCONNECT SWITCH PER NEC 600.6 MIN. 1/2" CONDUIT, ASTRONOMICAL TIME CLOCK PER FEC CONFORMS TO THE REQUIREMENTS OF THE 7TH EDITION OF FBC 2020 SECTION 1620 HVHZ & 3107 ULTIMATE DESIGN WIND = 180 MPH RISK CATEGORY = II EXPOSURE C	DESIGN AND COLOR RENDERING COPYRIGHT ©2023 BY GARDNER SIGNS, INC. SUBMITTED FOR YOUR USE WITH THIS DESIGN PROJECT. IT IS NOT TO BE TRANSMITTED, USED, COPIED, ALTERED OR EXHIBITED IN ANY FASHION WHATSOEVER. ALL OR ANY PART OF THIS DESIGN (EXCEPT REGISTERED TRADEMARKS) REMAINS THE EXCLUSIVE PROPERTY OF GARDNER SIGNS, INC.
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LOCATION:	PALM SPRINGS, FL	DATE:	10/18/23
COUNTY:		REVISIONS:	
SALESPERSON:	R. LASHLELLS / S. GARDNER	FILE:	#1023032 VILLAGE OF PALM SPRINGS OPT 3
CLIENT AUTHORIZATION			
SIGNED BY:		DATE:	

COLOR SPECIFICATIONS

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ULTIMATE DESIGN WIND = 180 MPH
RISK CATEGORY = II EXPOSURE C

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FERRIN
Signs

945 26TH STREET
 WEST PALM BEACH, FL.
 33407

DESIGN PROPOSAL

PALM BEACH: (561) 802-4242 • MARTIN: (561) 340-4865 • BROWARD: (954) 764-2042

CLIENT: VILLAGE OF PALM SPRINGS
 LOCATION: PALM SPRINGS, FL.
 DESIGN #009950 G
 DATE: 6/17/14
 SALES: R. LASHLEYS
 DESIGNER: C. COOPER
 SCALE: AS NOTED DISK: DRAW 2014

DATE:	REVISIONS

COLOR SPECIFICATIONS:

TO BE DETERMINED

NOTICE TO CUSTOMER

ALL VOLTAGE PRESUMED TO BE 120 VOLT, UNLESS SPECIFIED OTHERWISE.
 NOTE: SIGNS TO WITHSTAND 120 MPH WIND FOR 30 SECONDS PER ASCE 7-10 REQUIREMENTS. DESIGN BASED UPON 180 M.P.H. 3 SECOND GUST DESIGN WIND SPEED PER F.W.D. 2010 SPECIFICATIONS.

FERRIN will endeavor to match colors where specified. We cannot guarantee exact matches due to varying compatibility of materials used. Final dimensions may vary from those shown within this drawing. An exact scaled drawing will be provided upon your request.

CLIENT APPROVAL BY: _____
 DATE: _____