



**AGENDA**  
**COMMUNITY REDEVELOPMENT AGENCY MEETING**  
**VILLAGE HALL COUNCIL CHAMBERS**  
**226 CYPRESS LANE ■ PALM SPRINGS, FL 33461**  
**APRIL 11, 2024 AT 6:00 PM**

**COUNCIL**

- Chairperson Bev Smith
  
- Vice-Chair Joni Brinkman
- Board Member Gary Ready
- Board Member Patti Waller
- Board Member Kim Schmitz
- Board Member Marta Padron (*Lake Worth Corridor District*)
- Board Member Fabiana DesRosiers (*Congress Avenue District*)

**ADMINISTRATION**

- Executive Director Michael Bornstein
- CRA Attorney Christy Goddeau
- Asst Executive Director Kim Glas-Castro
- CRA Clerk Kimberly Wynn

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

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**CALL TO ORDER**

**ROLL CALL**

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

Motion	Second	Vote
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**ORDER OF BUSINESS**

1. Approval of January 11, 2024, CRA Meeting Minutes  
Staff: Kimberly Wynn, CRA Board Clerk

2. **Professional Services Agreement - Palm Springs Community Redevelopment Agency - CRA Professional - Allison Justice, FRA-RP:**  
Motion for the approval of a Professional Services agreement with Allison Justice, FRA-RP for \$150 per hour to assist with multiple CRA projects. Funds to support this proposed service are available within the FY2024 CRA Budget.  
Staff: Kimberly Glas-Castro, Assistant CRA Director
  
3. **Annual Financial Report - Fiscal Year 2023 - Palm Springs CRA:** Motion to recommend acceptance of the FY2023 Financial Report and forward it to the Village Council for consideration.  
Staff: Kimberly Glas-Castro, Assistant CRA Director

**PUBLIC COMMENT** (Three-minute limit)

**EXECUTIVE DIRECTOR REPORT**

**BOARD COMMENTS**

**ADJOURNMENT**

**NEXT MEETING**  
***TBA***

# 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  
Address: 226 Cypress Lane, Palm Springs, FL 33461  
Email: [asaingilus@vpsfl.org](mailto: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](mailto:jpiedra@vpsfl.org)  
Phone: (561) 584-8200 Ext. 8422



VILLAGE COUNCIL MEETING MINUTES,  
VILLAGE HALL COUNCIL CHAMBERS  
226 CYPRESS LANE, VILLAGE OF PALM SPRINGS, FLORIDA 33461  
JANUARY 11, 2024 AT 6:30 PM

**CALL TO ORDER**

Mrs. Smith, CRA Board Chair, called the CRA Meeting to order at 6:31 p.m.

**ROLL CALL**

Present: Chairman Bev Smith, Vice-Chair Joni Brinkman, Mrs. Patti Waller, Mr. Gary Ready, Mrs. Kim Schmitz, Ms. Fabiana DesRosiers, and Mrs. Marta Padron

Absent: None

Also Present were CRA Director Michael Bornstein, CRA Assistant Director Kim Glas-Castro, CRA Clerk Kimberly Wynn, Village Attorney Christy Goddeau, Police Chief Thomas Ceccarelli as Sergeant-in-Arms, CRA Code Enforcement Officer Nanciann Cuenot, Planning, Zoning and Building Director Iramis Cabrera, Public Works Assistant Director Timothy Crespo, Parks & Recreation Supervisor II Garrett Pearson, Parks & Recreation Supervisor I Shaun Alkins, and Parks & Recreation Special Events Coordinator.

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

There were no changes to the agenda.

Mrs. Waller motioned to approve the agenda as presented, and Mrs. Brinkman made a second. The said motion carried 7-0.

**ORDER OF BUSINESS**

1. **Resolution No. 2024R-01 Palm Springs Community Redevelopment Agency (CRA) - FY 2024 Budget Amendment:** Motion to recommend approval of Resolution No. 2024R-01. An amendment to the FY24 operating budget will allow the Palm Springs Community Redevelopment Agency (CRA) to increase its budget by \$445,646 in order to reflect the fund balance remaining as of September 30, 2023 (FY23). Due to this proposed increase, the Palm Springs CRA will have a budget of \$2,851,367 in FY 24.  
Staff: Kimberly Glas-Castro, Assistant Village Manager

**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 \$445,646.

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	+ \$238,041	\$2,130,006
Lake Worth Road District Budget	+ \$207,605	\$ 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 in implementing the CRA Community Redevelopment Plan work plan, including a Stakeholders/Investors showcase, placemaking to create a unique identity for each district, and generating destination events to stimulate investment interest.

If approved, the proposed budget amendment will be presented to the Village Council for consideration during their upcoming Council Meeting on February 8, 2024.

Mrs. Glas-Castro introduced Resolution No. 2024R-01. She explained the amendment to the CRA budget intends to true up. The amendment increases the total budget by \$445,646. The amendment includes an increase of \$238,041 to the Congress Avenue District Budget and \$207,605 to the Lake Worth Road District Budget.

The amendment would go towards several programs, including the 1) Catalyst Fund (property improvement grant) as an incentive and match for local investment to eliminate blighting conditions on properties; 2) Land Acquisition to facilitate redevelopment of strategic parcels as a catalyst for the area; and 3) 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 Chair of the Board, Mrs. Smith, offered the public an opportunity and the Board to speak. There were no further comments.

Mrs. Waller motioned to recommend Resolution No. 2024R-01 for approval and Mrs. DesRosiers seconded the motion. The said motion carried 7-0.

**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 \$445,646 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.

2. **Catalyst Grant Application - 3280 Lake Worth Road - 3280 Lake Worth Road**

**LLC:** Community Development Agency (CRA) staff is recommending approval of a Catalyst Fund application submitted by 3280 by Lake Worth Road LLC for an amount not to exceed \$50,000 to Mr. Bashar M. Yatak, the Manager of the property located at 3280 Lake Worth Road for proposed commercial improvements in the Lake Worth Corridor CRA District.

Staff: Kimberly Glas-Castro, Assistant Village Manager

**SUMMARY:** Community Development Agency (CRA) staff are recommending that one (1) Catalyst Fund application be approved for proposed improvements at 3280 Lake Worth Road. The purpose of the Catalyst Fund is to encourage commercial property owners to upgrade their properties by improving the external appearance of their building and to encourage businesses to invest in their operations. An objective is to stimulate reinvestment in the CRA districts to preserve or renew the traditional business areas and establish them as centers for community-oriented activities. It is envisioned that the result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity in the CRA districts.

Mr. Bashar M. Yatak, Manager of 3280 Lake Worth Road LLC, property owner, and Applicant, has filed an application for Infrastructure Assistance Program monies to assist in 1) parking lot and drainage improvements, 2) landscaping improvements, and 3) storefront and monument signage improvements in the amount of \$111,000.00. As a reimbursement grant, the CRA would fund up to 50% or an amount not to exceed \$50,000.00 after completion of the proposed improvements and review of qualified receipts.

At its April 13, 2023, meeting, the CRA Board authorized the Executive Director to

administratively approve Catalyst Fund incentive grants up to \$25,000. The requested grant (\$50,000.00) requires CRA Board approval. The CRA Board has sole discretion to approve, not approve, this grant request or approve with conditions. The Applicant will outline other property improvements, in addition to the parking lot and drainage improvements, that they have conducted and will be undertaking to improve the viability of the property.

The Applicant has obtained two bids for each of the proposed Infrastructure Assistance projects. CRA staff recommends that the parking lot project be awarded to 3-D Paving because the bid includes resetting two catch basins in order to eliminate ponding water issues, in addition to repairing 6,290 sq ft of damaged surface area, together with 19,000 sq ft of seal coating and re-striping all pavement markings (\$77,010.00). The bid offered by Ocean View Pressure Cleaning and Painting, Inc. only includes repaving 4,000 sq ft of asphalt surface in damaged/deteriorated areas and seal coating 16,000 sq ft of the parking lot, with re-striping of parking spaces (\$69,149.00).

The Village Attorney has drafted a Catalyst Fund Grant Agreement for CRA Board consideration of approval.

Ms. Nanciann Cuenot, CRA Code Enforcement Officer, and Mrs. Glas-Castro introduced this item. Mrs. Cuenot gave background information about the property at 3280 Lake Worth Road. She discussed the history of blight on the property and the proposed changes. The Catalyst Grant is meant to help stakeholders in the CRA District with property improvements. Since the improvements on this property exceed the purchasing power of staff, Board approval is required.

The property owners were present and presented before and after pictures of the property. The presentation is entered into the record. The property was purchased in January 2023. Since the purchase, they have improved the landscaping, parking lots, dumpster enclosures, and driveway improvement.

The Chair, Mrs. Smith, offered public comment. There was none.

Mrs. Waller asked about the hedges in front of the building. The property owners advised that Colusa hedges should be used because there is less weeding. Mr. Ready asked about the delivery of the product. He was advised that the deliveries were in front of the building.

Mrs. DesRosiers motioned to approve the Catalyst Grant Application for 3280 Lake Worth Road, and it was seconded by Mr. Ready. The said motion carried 7-0.

**Fiscal Impact:** The Lake Worth Road District has an \$80,000 budget for redevelopment incentive grants in Fiscal Year 2024. To date, \$22,590 has been approved administratively for improvement projects on two (2) Lake Worth Road properties.

**PUBLIC COMMENT**

Mrs. Smith called for Public Comment. There was none.

**EXECUTIVE DIRECTOR REPORT**

There were no comments from the Executive Directors.

3. **Catalyst Fund - Administrative Approvals Update:** Provide an update on the implemented Catalyst Grant Fund Program.

Staff: Kimberly Glas-Castro, Assistant Village Manager

**SUMMARY:** At its April 13, 2023, meeting, the Community Redevelopment Agency Board (CRA) authorized the Executive Director to administratively approve Catalyst Fund incentive grants up to \$25,000. Since that time, CRA Code Enforcement Officer Nanciann Cuenot has been working with property owners in both CRA Districts who have code violations that contribute to blight. It has been suggested that the CRA's financial incentives might be made available for comprehensive improvements to the properties to remedy code violations and eliminate blighting characteristics.

At this time, three (3) property owners have been approved for the Catalyst Grant, Infrastructure Assistance Program:

4326 Lake Worth Road	Demolition of Substandard Building	\$8,050
3923 Lake Worth Road	Dumpster Enclosure, Perimeter Landscaping, Monument Sign	\$ 6,490
1946 Congress Avenue	Dumpster Enclosure, Parking Lot Repaving/Striping, Canal Bank Restoration	\$14,100

Mrs. Glas-Castro gave an update on three catalyst grants that were distributed. She talked about the program and the improvements made by property owners. Two of the grants are on Lake Worth Road, and one grant is on Congress Avenue.

**Fiscal Impact:** The CRA originally budgeted a total of \$100,000 in FY24 for improvement grants: \$80,000 in the Lake Worth Road District and \$20,000 in the Congress Avenue District.

CRA staff is recommending the addition of \$180,000 as the FY23 fund balance is allocated to the FY24 budget: an additional \$60,000 in the Lake Worth Road District and \$120,000 in the Congress Avenue District.

**BOARD COMMENTS**

There were no comments.

**ADJOURNMENT**

Hearing no further business, Mrs. Smith adjourned the CRA meeting at 6:32 pm.

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Kimberly M. Wynn, Village Clerk

NEXT REGULAR MEETING:

**Thursday, April 11, 2024 at 6:00 p.m.**

DRAFT



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** April 11, 2024

**DEPARTMENT:** Administration

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**ITEM #2:** Professional Services Agreement - Palm Springs Community Redevelopment Agency - CRA Professional - Allison Justice, FRA-RP

**SUMMARY:** The CRA has a need for assistance in implementing the Community Redevelopment Plan activities that have been prioritized for this fiscal year. Ms. Allison Justice, FRA-RP, is recommended as the CRA professional to assist with these projects.

Ms. Justice has over 10 years of redevelopment experience, and specific expertise in stakeholders meetings, formulation of business recruitment and retention strategies, and implementation of incentive programs. Her rate is \$150/hour. She will be assisting the CRA with the following projects:

- Assist in hosting a Showcase (banker/broker/developer) event to highlight the vision and redevelopment incentives being proposed in the comprehensive plan and land development regulation amendments
- Assist in an evaluation of existing businesses and their needs, and establish relationships to promote redevelopment
- Assist code enforcement identifies blighted properties as a potential catalyst to fund incentives.

Under Section 58-4 of the Village's purchasing code, selection of a consultant with a distinctive field of expertise is exempt from the competitive selection purchase requirements.

The proposed agreement was prepared by the Village Attorney and revised by the Assistant CRA Director.

**FISCAL IMPACT:**

Funds to support this proposed service are available within the FY2024 CRA Budget.

**ATTACHMENTS:**

1. Professional Services Agreement - It's About Place, LLC
2. Exhibit "A" - CRA Project Management Scope of Services
3. It's About Place, LLC - Company Information and Resume
4. At-A-Glance Status Report on CRA Community Redevelopment Plan Priorities
5. Back-up From 1/11/24 CRA Budget Amendment: FY24 Budget Consistency with Community Redevelopment Plan

**PROFESSIONAL SERVICES AGREEMENT  
(CRA Project Management and Plan Implementation Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on \_\_\_\_\_, 2024, by and between the **Palm Springs Community Redevelopment Agency**, Florida, a municipal corporation (“CRA”), and **IT’S ABOUT PLACE, LLC**, a limited liability company (“Consultant”).

RECITALS

WHEREAS, the CRA is in need of a consultant to provide project management and plan implementation services to assist the CRA in achieving its goals; and

WHEREAS, the Consultant has significant experience in assisting community redevelopment agencies including ten (10) years of prior redevelopment assistance and implementation of programs; and

WHEREAS, the Consultant has provided the CRA with a written proposal to provide the CRA with the desired services; and

WHEREAS, the CRA’s procurement code authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection provided the contract is approved by the governing board of the CRA (anticipated cost to exceed \$35,000); and

WHEREAS, the CRA desires to accept the Consultant’s proposal in order for CONSULTANT to render the services to the CRA as provided herein; and

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

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

WHEREAS, the CRA finds entering this Agreement with the Consultant serves a valid public purpose.

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

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

SECTION 2: CONSULTANT’S SERVICES. As more specifically set forth in the Consultant’s proposal which is attached hereto as **Exhibit “A”** and incorporated herein, the Consultant shall provide on-demand consulting support related to Community Redevelopment project management and plan implementation services. Allison Justice shall serve as the Consultant’s project coordinator. The CRA Executive Director or designee shall serve as the CRA’s project coordinator.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent

contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the CRA for compensation of any kind under this Agreement. The relationship between the CRA and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. The term of this Agreement shall commence upon the approval of this Agreement by CRA governing board and shall be for the period of one (1) year unless earlier terminated as stated herein. The term will automatically renew for one (1) year terms unless earlier terminated as stated herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the CRA and as agreed to by the Consultant.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or CRA may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or CRA shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the CRA shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the CRA's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the CRA. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

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

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

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the CRA in the format acceptable to CRA.
3. Continue and complete all parts of the services that have not been terminated.

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

#### SECTION 5: COMPENSATION.

(a) Purchase Order(s). This Agreement does not guarantee that the CRA will request services from the Consultant. If the CRA requests services from the Consultant, the CRA's ordering mechanism for the scope of services to be performed under this Agreement shall be by a Purchase Order issued consistent with the Consultant's price proposal (Exhibit "A") or as otherwise agreed by the Parties; however, the terms and conditions stated in the Purchase Order shall not apply. Consultant shall not exceed amounts expressed on any Purchase Order. Note that the CRA's Fiscal Year ends on September 30th of each calendar year. The CRA cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CRA governing board. If the budget is approved for said goods and services, the CRA will issue a new Purchase Order for required and approved goods and/or services.

(b) Invoices. The Consultant shall render monthly invoices to the CRA for services that have been rendered in conformity with this Agreement and an issued purchase order in the previous month. The invoices shall specify the services performed and the time spent on such work and the amounts shall be consistent with Exhibit "A". Invoices will normally be paid within thirty (30) days following the CRA's receipt of the Consultant's invoice. Invoices shall be submitted to:

Palm Springs CRA  
Attn: Finance Department  
226 Cypress Lane  
Palm Springs, FL 33461

(c) Payments. The CRA agrees to compensate the Consultant in accordance with the CRA issued Purchase Order(s); **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Ninety Thousand Dollars (\$90,000).** The CRA shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the CRA under this Agreement and not set forth in a CRA issued Purchase Order.

SECTION 6: INDEMNIFICATION. The Consultant shall indemnify and hold harmless the CRA, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The CRA agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CRA or the Consultant, nor shall this Agreement

be construed as a waiver of sovereign immunity for the CRA beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The CRA reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the CRA for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The CRA is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the CRA's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the CRA and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the CRA.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile policies will name the CRA as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the CRA by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates

shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The CRA and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the CRA under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier or sub-consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the CRA immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CRA shall be sent to:

Palm Springs CRA  
Attn: Executive Director  
226 Cypress Lane  
Palm Springs, FL 33461

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

It's About Place, LLC  
Attn: Allison Justice  
318 September St.  
Palm Beach Gardens, FL 33410

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The CRA and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the CRA reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and CRA may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the CRA governing board. The Effective Date is the date this Agreement is executed by the CRA.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit

in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, Exhibit "A" and CRA issued Purchase Order(s) for the Consultant's services. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the remaining documents, the CRA issued Purchase Order shall prevail with this Agreement next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in an issued Purchase Order shall become the property of the CRA. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The CRA accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the CRA that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CRA as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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

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

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 434-5084, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL SENT TO THE PALM SPRINGS CRA, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

**SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

**SECTION 35: EXPORT ADMINISTRATION.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

**SECTION 36: NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.

**SECTION 37: SCRUTINIZED COMPANIES AND E-VERIFY.**

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

(b) The Consultant shall comply with all requirements of Section 448.095, Florida Statutes, as applicable, including without limitation, the Consultant registering with and use the E-Verify system to verify the work authorization status of all newly hired employees and requiring all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees. If the CRA terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CRA as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (CRA Project Management and Plan Implementation Services) as of the day and year set forth above.

ATTEST:

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Kimberly Wynn, CRA Clerk

By: \_\_\_\_\_  
Bev Smith, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Christy Goddeau, CRA Attorney

CONSULTANT: **IT'S ABOUT PLACE, LLC**

By: \_\_\_\_\_

Print Name: Allison Justice, FRA-RP

Print Position: Certified Redevelopment Professional

[Corporate Seal]

**EXHIBIT "A"**  
**(Consultant's Proposal)**



It's About Place, LLC ("Consultant")  
Allison Justice  
318 September St.  
Palm Beach Gardens, FL 33410

**TO:** Village of Palm Springs ("Client")  
Michael Bornstein, Village Manager  
Kimberly Castro, Assistant Village Manager  
226 Cypress Lane  
Palm Springs, FL 33461

January 12, 2024

Mr. Bornstein and Ms. Glas-Castro - It's About Place, LLC is pleased to provide the following scope of services for project management and CRA Plan Implementation assistance to the Village of Palm Springs Community Redevelopment Agency (CRA). My company information and resume with CRA and project management experience are attached as Exhibit A.

## **A. Scope of Work**

The Village of Palm Springs CRA has approved multiple redevelopment initiatives as part of the annual budget and implementation of the CRA Plan. The Consultant will be responsible for assisting in the implementation of these key activities approved by the CRA Board, including working with CRA Admin in selecting and managing other vendors/contractors that may be required.

A general list of projects and key activities approved in the Plan are listed below, but are subject to change based on CRA priorities.

### **Congress Avenue and Lake Worth CRA Districts**

**1.0 Visioning Meeting:** Consultant will work closely with the CRA and other Village Departments to help coordinate a Banker/Broker/Developer event, which will serve as an opportunity to disseminate information regarding the vision, zoning and other land use changes recommended as part of the Village's Visioning process.

- a. Assist in hosting one (1) Stakeholder meeting
  - i. Work with Village to identify key stakeholders to invite to meeting
  - ii. Launch plan to build stakeholder interest by sharing vision created by the Village
  - iii. Collect stakeholder input through manual and video recording.  
\*Videographer to be funded by CRA or will be filmed by Village Staff
  - iv. Produce invitations and collateral for event
  - v. Work with Village PIO and Management for printing and distribution of collateral materials

### **2.0 Business Attraction and Recruitment Strategies**

- a. Identify vacancies
- b. Create database of CRA businesses, property owners and other stakeholders



- c. Develop questionnaire for business needs assessment
- d. Assist in determining metrics and analytics to meaningfully show success of marketing and redevelopment efforts
- e. Work with city departments and/or marketing consultant to highlight prominent business anchors
- f. Communicate with local business to establish relationship with the CRA
- g. Identify partners for business incubator or shared workspace for entrepreneurs
- h. Work with city departments and/or marketing consultant to plan strategic events to disseminate information related to CRA activities

**3.0 CRA Place Branding/Infrastructure:** Consultant will work closely with city departments to assist with ongoing placemaking and infrastructure projects, which include, but are not limited to:

- a. Streetscape design guidelines
- b. Signage
- c. Public Art

**4.0 CRA Incentive Programs:**

- a. Work closely with CRA Admin and code officer to identify blighted structures potentially eligible for CRA incentives
- b. Assist property and business owners with applications for incentives
- c. Assist CRA Admin in processing incentive applications
- d. Document results of leveraged CRA funds within the Village's Annual Report through photos and combined public and private investments

**5.0 FY2025 Budgeting**

- a. Assist Village and CRA Admin in preparing CRA priorities and budget for the the 2025 Fiscal Year

Consultant will provide part-time services to include both on-site and remote work, depending on the project requirements and attend CRA Board meetings or stakeholder meetings as needed.

Client will provide consultant with access to internal staff and tools to complete tasks assigned (eg. Desk, computer, access to contract system, etc...) if required for a project, within Palm Springs Village Hall.

Contract Duration: **12 Months, beginning upon contract approval**



**C. Compensation**

Compensation will be billed monthly at the hourly rate

**\$150 Per Hour.....Not to Exceed \$90,000**

**Hourly Estimates:**

The following are estimates of the time commitments for the following tasks for a 12 Month Period. Actual hours may vary based on CRA Board Priorities and is only an estimate.

Task #	Task	Start Date	Duration	Hourly Estimate
1.0	Visioning Meeting	Feb/March 2024	60 Days	96
2.0	Business Attraction and Recruitment Strategies	Ongoing	365 Days	200
3.0	CRA Place Branding/Infrastructure	Ongoing	365 Days	150
4.0	CRA Incentive Programs	Ongoing	365 Days	100
5.0	FY25 Budgeting	May 2024-Sept 2024	150 Days	80
			<b>TOTAL</b>	<b>626</b>

**D. Additional Services**

Upon request, additional services can be provided at the below hourly rates by the consultant in various specialty fields related to CRA projects or for work outside of the proposed scope of work.

- Safety Consultant.....\$150/Hour
- Mobility Expert.....\$250/Hour
- Economic Development Analysis.....\$225/Hour
- Urban Designer.....\$125/Hour
- Project Management Services, Owner (outside scope of work)...\$195/Hour

Thank you for your consideration and I look forward to working with your team at the Village of Palm Springs

**Signed:**

\_\_\_\_\_  
 Allison Justice, Owner  
 It's About Place, LLC

\_\_\_\_\_  
 Michael Bornstein, Village Manager  
 Village of Palm Springs



## Exhibit A

**It's About Place, LLC** offers specialized services in the areas of project management and redevelopment. Our services assist with complex redevelopment initiatives and provide expertise in the areas of public-private partnerships, incentives, economic development, affordable housing, budgeting and overall placemaking.

We also offer special project management for both public and private clients that will maximize efficiencies from planning through project completion. Time is money and our project management services are designed to maximize project value by minimizing budget and time overruns.

- Special Project Management
- Capital Projects
- Redevelopment
- Economic Development
- Affordable Housing
- Incentives
- Public-Private Partnerships
- TIF Financing

**Project Coordination:** From conception through construction, It's About Place will coordinate stakeholders to ensure successful implementation

- Internal Department Coordination
- Selection of Consultants
- Selection of Contractors
- External Stakeholder Coordination/Communications
  - Other Government Agencies
  - Business/Property Owners
  - Community Members
- Consultant Coordination
- Funding Support and Analysis/Budgeting



## Allison Justice, MBA, FRA-RP

**Years Experience: 25**

**Education:** MBA, Florida Atlantic University

**Certifications:** Certified Redevelopment Professional, FRA-RP- Florida Redevelopment Association

**Redevelopment Years Experience: 10+**

B.S. Psychology, Kansas State University



Allison Justice, MBA, FRA-RP is a certified redevelopment professional that has spent over 10 years managing redevelopment initiatives for government agencies and specializes in Community Redevelopment Agency (CRA) management. She served as the Deputy Director and Interim Executive Director for the West Palm Beach Community Redevelopment Agency (CRA) for eight (8) years where responsibilities included creating and managing a \$45MM annual budget and a \$70MM infrastructure bond. Ms. Justice is experienced in team leadership, redevelopment/economic development planning, incentive creation, public-private partnerships (P3), affordable housing creation, financing, coordination of land use regulations and special and capital project management. Her management and collaboration among internal and external

stakeholders led to the successful completion of complex redevelopment projects, including the Clematis Streetscape project. Other successes include the recruitment and implementation of the opening of Funky Buddha Brewery in Oakland Park, which has now become the largest craft brewery in Florida and catalyst for future redevelopment.

### **Budgeting and Finance:**

Managed a \$45 Million annual budget for 2 CRA Districts in West Palm Beach along with a \$70 Million Infrastructure Bond.

- Annual Budget Preparation
- TIF Analysis and Projections
- 5- Year Strategic Finance Plans

### **Incentives: Creation and Implementation of Business and Affordable Housing Incentives for:**

Oakland Park, FL CRA, North Miami Beach, FL CRA, West Palm Beach, FL CRA

#### *Incentives experience includes:*

- Façade and Exterior Improvements
- Tax Increment Financing (TIF) Incentives
- Affordable Housing Incentives – Including the creation of new affordable housing incentive in West Palm Beach, FL
- Interior Capital Improvement
- Merchant Assistance/Business Attraction and Retention



### **Grant Writing:**

Broward County BRP Grant Applications and Awards for Oakland Park, FL

### **Public-Private Partnerships:**

- Funky Buddha Brewery/Public Plaza (2012)
- Tent Site, West Palm Beach (2019-2020)
- Anchor Site, Northwood Village (2020)
- The Grand (2019-2020) – Mixed Income development in redeveloping community.
- Flagler Station (2020) West Palm Beach

### **Affordable Housing:**

- Pleasant City/Northwest Infill Housing – home ownership (negotiated partnerships)
- The Grand – Incentive
- Affordable housing program – Planning, Housing and Community Development

### **Public Presentations/Community Engagement:**

- Public Meeting Presentations: City and County Government
- Visioning Charrettes
- Budget Presentations
- Community Meetings
- Internal and External Stakeholder Engagement

### **Land Development Regulations:**

**Assisted planners with the creation of new land development regulations.**

- Downtown Oakland Park, FL
- West Palm Beach, FL – Mixed Use Districts: Currie Mixed Use (CMUD), Northwood Mixed Use (NMUD), Broadway Mixed Use (BMUD)

### **Project Management:**

#### **Oakland Park, FL**

#### **CRA Project Manager (2012-2014):**

- Recruitment and project manager for Funky Buddha Brewery in Oakland Park, FL
- Business Incentives
- 34<sup>th</sup> St. Plaza Façade and Infrastructure Improvements
- Recruitment of the Urban Farmer

#### **West Palm Beach, FL**

#### **CRA Deputy/Interim Director (2014-2021)**

- Clematis Streetscape
- Banyan Blvd Streetscape
- 7<sup>th</sup> Street Streetscape
- Heart and Soul Park
- Styx Promenade
- Tamarind Avenue Streetscape
- Shore to Core Design Competition

### **Leadership:**

- Team of 8 full time employees
- DDA oversight (8 employees)
- Vendor relationships/Internal leader
- ULI Leadership Class of 2020

## Economic Development Strategic Plan: Key Strategies and Work Plan

These strategies are based on the companion Market Analysis to promote investment and revitalization. The following strategies create the framework for the Work Plan.

Check the box as items are implemented.

### CRA Governance

- Based on CRA goals and strategies, design and create an operational structure within the Village of Palm Springs for existing staff to undertake and implement programs and initiatives. These individuals will have specific skill sets that will carry out the mission, vision, and role of the CRA in compliance with state statutes.
- Invest in professional CRA Board development including training, certifications, and conferences.
- Negotiate the role of the CRA in an interlocal Agreement for the Congress Avenue force main extension project.

### Business Attraction and Recruitment

- Local Investment 
  - Partner with existing property owners to remove blight through facade improvements, uniform signage, landscaping, etc.
  - Partner with property owners to recruit complementary businesses and uses.
- Incentives and Grants 
  - Create guidelines and incentives to recruit and retain desired authentic retail and restaurant uses for vacant storefront spaces.
  - Create incentives to encourage desired authentic uses for vacant parking lots.

### Safety, Code Enforcement, and Policy Guidelines

- Implement concentrated community policing efforts and enhanced code enforcement to address disproportionate number of police calls for service within the CRA.
- Examine code violations as a basis for initial steps to blight removal and prevention of future blight.
- Create design guidelines for each respective district to include facade and fencing preferences.

### Governmental Advocacy and Lobbying

- Collaborate with County staff and elected officials on the allocation and implementation of American Rescue Plan Act funding for eligible projects such as Lake Worth Road infrastructure for stormwater improvements.
- Identify and advocate for grants to leverage tax increment revenue.

### Create an Identity

- Capitalize on the opportunity to create an identity authentic to the Lake Worth Road District.
- Capitalize on existing employers to create an identity authentic to the Congress Avenue District.
- While investing in sewer infrastructure on Congress Avenue, also incorporate and upgrade streetscaping by partnering with Complete Streets and the Department of Transportation. 
  - Improve resident, tourist, and employee pedestrian safety.
  - Improve corridor aesthetics.
  - Incorporate wayfinding signage to create a sense of place.
  - Incorporate sidewalk seating and trash receptacles.

# Palm Springs CRA 10-Year Work Program

STATUS REPORT Sept, 2023

The CRA Work Plan is an action-based program that will lead the CRA towards programmatic growth and success. Based on the five economic drivers of Land, Labor, Markets, Regulation, and Capital the Work Plan provides an opportunity for the CRA to shift from just a capital improvement-based program to a holistic approach to redevelopment.

**Green:** These items generate and/or creates tax increment revenue.

**Red:** These items spend and/or do not contribute directly to tax increment revenue.

**Yellow:** These items could either create or spend tax increment.

		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
<b>Capital Improvement Projects</b>											
Acquisition of a Redevelopment Site	\$\$\$										
Installation of Street Trees	\$\$										
Transit Stops	\$\$										
Street Furniture	\$										
Canal path/internal walkable street network	\$\$\$										
Congress Avenue Force Main Extension	\$\$\$\$										
Additional Capital, Infrastructure, Placemaking projects	\$\$\$\$										
<b>Programming Projects</b>											
Incentives and waivers to address Code violations	\$										
Create an online map for authentic businesses	\$										
Identify strategic visible locations for pop-up events	\$										
Connect with and engage residents on social media.	\$										
Multi-lingual communications with a focus on Creole and Spanish languages.	\$										
CRA specific zoning overlay and design guidelines	\$\$										
Wayfinding signage	\$\$										
Authentic downtown-type destination events for residents and visitors.	\$										
Broker, Banker and Developer events for investment and business attraction											
Public art installations	\$\$										
Funding for existing housing rehabilitation	\$\$\$\$										
Dedication of staff to CRA priorities	\$										



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)	<del>\$100,000</del>
<ul style="list-style-type: none"> <li>Partner with property owners to remove blight through façade improvements, landscaping, fence replacements, etc. (p.23 and 29)</li> </ul>	<b>\$280,000</b>
Place Branding (Stakeholders Meetings and Collateral for Placemaking)	\$93,154
<ul style="list-style-type: none"> <li>Conduct broker/banker/developer event to present opportunities and plans (p.24 and 29)</li> </ul>	
Congress Avenue Sanitary Sewer	\$1,500,000
<ul style="list-style-type: none"> <li>Capitalize on intergovernmental capital projects (p.26, 27 and 29)</li> </ul>	
Land Acquisition	<del>\$230,208</del> (down payment)
<ul style="list-style-type: none"> <li>Acquire land for strategic partnerships (p.23 and 29)</li> </ul>	<b>\$332,813</b>
Gateway and Wayfinding Signage	\$80,000
<ul style="list-style-type: none"> <li>Create an identity for each district; incorporate wayfinding signage to create sense of place (p.22 and 29)</li> </ul>	
CRA-Dedicated Code Enforcement Officer	\$74,260 (plus benefits)
<ul style="list-style-type: none"> <li>Dedication of staff to CRA priorities – enhanced code enforcement (p.20 and 29)</li> </ul>	
<p><b>Addition of contractual professional to assist          CRA staff implement CRA Community          Redevelopment Plan Work Plan.</b></p>	<b>\$90,000</b>

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:** April 11, 2024

**DEPARTMENT:** Administration

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**ITEM #3:** Annual Financial Report - Fiscal Year 2023 - Palm Springs CRA

**SUMMARY:** The Palm Springs Community Redevelopment Agency (CRA) has released its Financial Report for Fiscal Year 2023 as an informational item. This report contains detailed financial information regarding the agency's operations, expenditures, and revenue for the fiscal year 2023.

As per the agency's procedures, the report has been shared with all board members and is required to be forwarded to the governing body (Village Council) for review and approval. Additionally, the report must be posted on the CRA webpage for public access and transparency purposes. The report serves as a crucial document to help stakeholders, investors, and the public understand the agency's financial health, performance, and future plans.

**FISCAL IMPACT:**

Fiscal Year 2023 ended with a Net Position of \$508,053 between the two districts. The CRA Board allocated the FY23 Fund Balance during its meeting on January 11, 2024. These funds were assigned to specific CRA programs/activities. The associated FY24 budget amendment was approved by the Village Council on February 8, 2024.

**ATTACHMENTS:**

1. Financial Statement for the Fiscal Year Ended September 30, 2023 - Palm Springs Community Redevelopment Agency
2. Communication Letter - Marcum LLP (Village Auditors)

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**FINANCIAL STATEMENTS**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

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**INDEPENDENT AUDITORS' REPORT**

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## INDEPENDENT AUDITORS' REPORT

To the CRA Board and Executive Director  
**Palm Springs Community Redevelopment Agency**  
Village of Palm Springs, Florida

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the financial statements of the governmental activities and each major fund of the Palm Springs Community Redevelopment Agency (the "CRA"), a component unit of the Village of Palm Springs, Florida, as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the CRA, as of September 30, 2023, and the respective changes in financial position, for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### *Auditors' Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 7, and the Budgetary Comparison Schedule and related notes on pages 20 through 21 be presented to supplement the financial statements. Such information is the responsibility of management and, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2024 on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CRA's internal control over financial reporting and compliance.

*Marcum LLP*

West Palm Beach, Florida  
March 27, 2024

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**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**(MD&A)**

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**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**MANAGEMENT’S DISCUSSION AND ANALYSIS**

The Palm Springs Community Redevelopment Agency (the “CRA”) management’s discussion and analysis (“MD&A”) is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the CRA’s financial activity, (c) identify changes in the CRA’s financial position (its ability to address the next and subsequent years challenges), (d) identify any material deviations from the financial plan (the approved budget), and (e) identify individual fund issues or concerns.

Since the MD&A is designed to focus on current year activities, resulting changes, and currently known facts, it should be read in conjunction with the CRA’s financial statements which follow this section.

**FINANCIAL HIGHLIGHTS**

- The assets of the CRA exceeded its liabilities at September 30, 2023, by \$508,053 (net position). Of this amount, the entire balance was restricted for redevelopment purposes.
- As of September 30, 2023, the CRA’s reported ending fund balances of \$508,053. Fund balance saw an increase of \$441,420 when compared to the prior year. This is the third year of operations.

The MD&A is intended to serve as an introduction to the CRA’s financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

These Financial Statements consists of four components:

1. Management’s discussion and analysis (this section).
2. Government-wide and fund financial statements.
3. Notes to the financial statements.
4. Required supplementary information.

**Government-wide Financial Statements**

Government-wide financial statements provide readers with a broad overview of the CRA’s finances in a manner similar to a private-sector business. The governmental activities of the CRA include accounting for the tax increment financing and related redevelopment expenditures of the Palm Springs community redevelopment area.

The statement of net position presents information on all the CRA’s assets and liabilities, with the difference between the two reported as net position. This statement serves a purpose similar to that of the balance sheet of a private-sector business. Over time, increases or decreases in net position may serve as one indicator of whether the financial position of the CRA is improving or deteriorating.

The statement of activities presents information showing how the government’s net position changed during the fiscal year. All changes in net position are reported using the accrual basis of accounting.

## Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

### Government-wide Financial Analysis

#### *Statement of Net Position*

The following is a summary of the CRA’s governmental activities net position for each of the past two years:

#### SUMMARY OF NET POSITION SEPTEMBER 30, 2023 AND 2022

	Governmental Activities			
	2023	2022	(\$) Change	(%) Change
<b>Assets</b>				
Current and other assets	\$ 510,425	\$ 207,108	\$ 303,317	146.5%
<b>Total Assets</b>	<b>510,425</b>	<b>207,108</b>	<b>303,317</b>	<b>146.5%</b>
<b>Liabilities</b>				
Current liabilities	2,372	140,475	(138,103)	-98.3%
<b>Total Liabilities</b>	<b>2,372</b>	<b>140,475</b>	<b>(138,103)</b>	<b>-98.3%</b>
<b>Net Position</b>				
Restricted	508,053	145,399	362,654	249.4%
Unrestricted	--	(78,766)	78,766	-100.0%
<b>Total Net Position</b>	<b>\$ 508,053</b>	<b>\$ 66,633</b>	<b>\$ 441,420</b>	<b>662.5%</b>

Note: No reconciling items exist between the governmental funds balance sheet to the statement of net position.

## *Statement of Activities*

The following is a summary of the changes in the CRA's governmental activities net position for each of the past two years:

### **SUMMARY OF CHANGES IN NET POSITION FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2023 AND 2022**

	Governmental Activities			
	2023	2022	(\$) Change	(%) Change
<b>Revenues</b>				
Program revenues:				
Operating grants and contributions	\$ 207,931	\$ 157,934	\$ 49,997	31.7%
General revenues:				
Tax increment revenue	426,770	175,878	250,892	142.7%
Interest income	10,929	--	10,929	100.0%
<b>Total Revenues</b>	<b>645,630</b>	<b>333,812</b>	<b>311,818</b>	<b>93.4%</b>
<b>Expenses</b>				
Economic environment	204,210	340,907	(136,697)	-40.1%
<b>Total Expenses</b>	<b>204,210</b>	<b>340,907</b>	<b>(136,697)</b>	<b>-40.1%</b>
<b>Change in Net Position</b>	441,420	(7,095)	448,515	-6321.6%
<b>Net Position - Beginning</b>	66,633	73,728	(7,095)	-9.6%
<b>Net Position - Ending</b>	<b>\$ 508,053</b>	<b>\$ 66,633</b>	<b>\$ 441,420</b>	<b>662.5%</b>

Note: No reconciling items exist between the statement of revenue, expenditures, and changes in fund balance of the governmental funds to the statement of activities.

The increase in 2023 as compared to 2022 in tax increment revenue is a function of the increase in the assessed values of properties within the CRA boundaries above the base year valuation amounts.

At the end of the current fiscal year, the entire fund balances were restricted for community redevelopment. As the CRA is focused on reinvestment revenues into the CRA districts and does not have significant annual operational costs, the CRA does not maintain specific reserve levels for operations.

## **CRA BUDGETARY HIGHLIGHTS**

The original budget of \$2,453,462 was amended to appropriate the fund balance at the end of fiscal year 2023 of \$106,016 to produce a final budget of \$2,559,478.

Actual expenditures in the CRA were \$2,355,268 less than final budget amounts. The primary contributor to the unexpended funds is the Congress Ave CRA district budgeted \$1,900,000 in contractual services for the CRA's portion of a new wastewater main to be installed along Congress Ave in the Palm Beach County Utility Service Area, this project has not progressed at the pace anticipated at the time the budget was adopted and only \$66,951 was actually expended as of fiscal year end. Once the project is completed, Palm Beach County will hold the title to the asset.

A budgetary comparison between the final budget and actual results can be found on pages 20-21 of this report.

## **ECONOMIC FACTORY AND NEXT YEAR'S BUDGET**

The increase in property values will generate increased incremental revenues for the CRA in fiscal year 2024 that will allow the CRA to offer a property improvement grant program to eligible commercial properties, consistent with the objectives of the Community Redevelopment Plan. The envisioned matching grant will be offered on a reimbursement basis for the elimination of substandard and blighted conditions. Additionally, upon completion of the Village Council's "visioning" process the CRA Board plans on retaining a marketing specialist in fiscal year 2024 to assist in implementing the branding and placemaking strategies.

The Village Council maintained the 2022 operating millage rate of 3.50 mills for 2023 and 2024. For fiscal year 2024, the CRA has budgeted expenditures of \$2,405,721.

## **REQUESTS FOR INFORMATION**

This report is designed to provide an overview of the CRA's finances for those with an interest in this area. Questions concerning any of the information found in this report, or requests for additional information, should be directed to the Village of Palm Springs.

**Village of Palm Springs  
Attn: Finance Department  
226 Cypress Lane  
Palm Springs, FL 33461  
561-584-8200 X 8440**

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# **FINANCIAL STATEMENTS**

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**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2023**

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	Governmental Activities
<b>Assets</b>	
Cash	\$ 510,425
<b>Total Assets</b>	<b>510,425</b>
<b>Liabilities</b>	
Accounts payable and accrued liabilities	2,372
<b>Total Liabilities</b>	<b>2,372</b>
<b>Net Position</b>	
Restricted for:	
Community Redevelopment	508,053
<b>Total Net Position</b>	<b>\$ 508,053</b>

*The accompanying notes are an integral part of these financial statements.*

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**  
**STATEMENT OF ACTIVITIES**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Expenses	Program Revenues			Net Revenue (Expense) and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
<b>Governmental Activities</b>					<b>Governmental Activities</b>
Economic environment	\$ 204,210	\$ --	\$ 207,931	\$ --	\$ 3,721
<b>Total Governmental Activities</b>	<b>\$ 204,210</b>	<b>\$ --</b>	<b>\$ 207,931</b>	<b>\$ --</b>	<b>3,721</b>

**General Revenues**

Tax increment revenues	426,770
Interest income	10,929
<b>Total General Revenues</b>	<b>437,699</b>

<b>Change in Net Position</b>	441,420
<b>Net Position - Beginning of Year</b>	66,633
<b>Net Position - End of Year</b>	<b>\$ 508,053</b>

*The accompanying notes are an integral part of these financial statements.*

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**  
**BALANCE SHEET**  
**SEPTEMBER 30, 2023**

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	Lake Worth Road CRA	Congress Ave CRA	Total Governmental Funds
<b>Assets</b>			
Cash	\$ 256,295	\$ 254,130	\$ 510,425
<b>Total Assets</b>	<b>\$ 256,295</b>	<b>\$ 254,130</b>	<b>\$ 510,425</b>
<b>Liabilities</b>			
Accounts payable and accrued liabilities	\$ 1,190	\$ 1,182	\$ 2,372
<b>Total Liabilities</b>	<b>1,190</b>	<b>1,182</b>	<b>2,372</b>
<b>Fund Balances</b>			
Restricted for:			
Lake Worth Road CRA	255,105	--	255,105
Congress Ave CRA	--	252,948	252,948
<b>Total Fund Balances</b>	<b>255,105</b>	<b>252,948</b>	<b>508,053</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 256,295</b>	<b>\$ 254,130</b>	<b>\$ 510,425</b>

*The accompanying notes are an integral part of these financial statements.*

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)  
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2023**

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**Total Governmental Fund Balances** \$ 508,053

Amounts reported for governmental activities in the  
statement of net position are different as a result of:

No items exist --

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**Total Net Position** \$ **508,053**

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*The accompanying notes are an integral part of these financial statements.*

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Lake Worth Road CRA	Congress Ave CRA	Total Governmental Funds
<b>Revenues</b>			
Tax increment revenues	\$ 234,724	\$ 192,046	\$ 426,770
Interest income	5,703	5,226	10,929
<b>Total Revenues</b>	<b>240,427</b>	<b>197,272</b>	<b>437,699</b>
<b>Expenditures</b>			
Current:			
Economic environment	73,136	131,074	204,210
<b>Total Expenditures</b>	<b>73,136</b>	<b>131,074</b>	<b>204,210</b>
Excess of revenues over expenditures	167,291	66,198	233,489
<b>Other Financing Sources</b>			
Contributions from the Village (See Note 5)	127,197	80,734	207,931
<b>Total Other Financing Sources</b>	<b>127,197</b>	<b>80,734</b>	<b>207,931</b>
<b>Change in Fund Balances</b>	294,488	146,932	441,420
<b>Fund Balances - Beginning of Year</b>	(39,383)	106,016	66,633
<b>Fund Balances - End of Year</b>	<b>\$ 255,105</b>	<b>\$ 252,948</b>	<b>\$ 508,053</b>

*The accompanying notes are an integral part of these financial statements.*

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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**Net Change in Fund Balances - Total Governmental Funds** \$ 441,420

Amounts reported for governmental activities in the  
statement of activities are different because:

No items exist --

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**Change in Net Position of Governmental Activities** \$ 441,420

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*The accompanying notes are an integral part of these financial statements.*

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**NOTES TO FINANCIAL STATEMENTS**

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**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**NOTES TO FINANCIAL STATEMENTS**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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**NOTE 1 – PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**

The Palm Springs Community Redevelopment Agency (the “CRA”) is a dependent special district established by the Village of Palm Springs, Florida, (the “Village”) under authority granted by Florida Statutes Chapter 163, Section III. The purpose of the CRA is to promote and guide the physical and economic redevelopment of approximately 512 acres in two districts (Lake Worth Road and Congress Avenue) within the Village. The CRA is a legally separate entity established by Ordinance No. 2019-19 of the Palm Springs Village Council (the “Village Council”) on November 14, 2019. The CRA is governed by a seven-member Governing Board (the “Board”) that includes the five members of the Village Council and two additional members appointed by the Village Council representing the two CRA districts (Lake Worth Road and Congress Avenue). The Mayor and Vice-Mayor of the Village serve as the Chair and Vice-Chair, respectively, of the CRA Board. The Village Council approves the CRA’s annual budget and all debt obligations, if any, of the CRA.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the CRA have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) as applied to government units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. This summary of the CRA’s Significant Accounting Policies is presented to assist the reader in interpreting the financial statements and other information in this report. These policies are considered essential and should be read in conjunction with the accompanying financial statements. The more significant of the CRA’s governmental accounting policies are described below.

As defined by GAAP, the financial reporting entity consists of (a) the primary government, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. In addition, component units can be other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete. Based upon the application of these criteria, the CRA does not have any component units to report.

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**NOTES TO FINANCIAL STATEMENTS**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***GOVERNMENT-WIDE FINANCIAL STATEMENTS***

The government-wide financial statements consist of the Statement of Net Position and the Statement of Activities and report information on all activities of the CRA. These statements include the governmental activities of the CRA, which are primarily supported by tax increment revenues. The CRA has no business-type activities. The Statement of Net Position presents the financial condition of the CRA.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or identifiable activity is offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or identifiable activity. Program revenue includes three categories of transactions: (1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; (2) operating grants and contributions; and, (3) capital grants and contributions. Tax increment revenues and other items not meeting the definition of program revenue are reported as general revenue. The CRA does not allocate indirect expenses.

***FUND FINANCIAL STATEMENTS***

The underlying accounting system of the CRA is organized and operated as two separate funds. The operations of the funds are accounted for with separate sets of self-balancing accounts that comprise of their assets, liabilities, deferred inflows/outflows, fund balance, revenues, and expenditures. The CRA funds, the Lake Worth Road CRA and Congress Ave CRA, are classified as major governmental funds and account for all financial resources of the CRA.

The fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for the Governmental Funds. An accompanying schedule is presented to reconcile and explain the differences in fund balance and changes in fund balance as presented in these statements, to the net position and changes in net position presented in the government-wide financial statements.

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**NOTES TO FINANCIAL STATEMENTS**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***MEASUREMENT FOCUS AND BASIS OF ACCOUNTING***

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recognized when earned and expenses are recognized when incurred, regardless of the timing of related cash flows. Tax increment revenues are recognized as revenues in the year for which they are levied. Grants, if any, are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the period in which they become both measurable and available. Revenues are considered to be available when collectible within the current period or soon enough thereafter to pay liabilities of the current period.

The CRA considers revenues to be available if collected within 60 days of the end of the current fiscal year. Expenditures are generally recognized in the accounting period in which the fund liability is incurred. Tax increment revenues are considered susceptible to accrual and so have been recognized as revenue in the current fiscal year.

***CASH***

Cash consists of amounts on deposit in an interest-bearing account with a financial institution.

***EMPLOYEE AND RELATED BENEFIT COSTS***

The CRA does not have any employees and therefore, does not have any related benefit costs. The CRA uses Village personnel to perform all operational activities.

***NET POSITION/FUND BALANCE***

The government-wide financial statements utilize a net position presentation, while the governmental fund financial statements report fund balances.

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**NOTES TO FINANCIAL STATEMENTS**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***NET POSITION/FUND BALANCE (CONTINUED)***

***Net Position***

Net position of the government-wide financial statements is categorized as investment in capital assets, restricted or unrestricted. Investment in capital assets is that portion of net position that relates to the CRA's net capital assets. The CRA had no investment in capital assets as of September 30, 2023. Restricted net position is that portion of net position that has constraints placed on its use by external restrictions imposed by creditors (such as through debt covenants, if applicable), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of investment in capital assets or restricted net position.

***Fund Balance***

In the fund financial statements, the governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the CRA is legally bound to honor the specific purposes for which amounts in fund balance may be spent. The fund balance classifications are summarized as follows:

***Nonspendable*** - Nonspendable fund balance includes amounts that cannot be spent because they are either 1) not in spendable form; or, 2) legally or contractually required to be maintained intact. The CRA had no nonspendable fund balance as of September 30, 2023.

***Restricted*** - Restricted fund balance includes amounts that are restricted to specific purposes either by 1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or, 2) imposed by law through constitutional provisions or enabling legislation.

***Committed*** - Committed fund balance includes amounts that can only be used for specific purposes pursuant to constraints imposed by the CRA's Board through a Board resolution. The CRA had no committed fund balance as of September 30, 2023.

***Assigned*** - Assigned fund balance includes amounts that are constrained by the CRA's intent to be used for specific purposes but are neither restricted nor committed. Assignments of fund balance are made by the CRA's Executive Director based upon direction by the CRA's Board or in the CRA's annual budget. The CRA had no assigned fund balance as of September 30, 2023.

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**NOTES TO FINANCIAL STATEMENTS**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***NET POSITION/FUND BALANCE (CONTINUED)***

***Fund Balance (continued)***

***Unassigned*** - Unassigned fund balance includes amounts that have not been restricted, committed, or assigned to specific purposes within the governmental funds.

The CRA considers restricted fund balance to be spent first when an expenditure is incurred for the restricted purpose. The CRA considers committed, assigned or unassigned fund balances to be spent when an expenditure is incurred for purposes for which amounts in any of those fund balance classifications could be used.

***RISK MANAGEMENT***

The CRA is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The CRA purchases commercial insurance through the Village for the risks of losses to which it is exposed. Policy limits and deductibles are reviewed annually by management and established at amounts to provide reasonable protection from significant financial loss. The CRA is also covered by Florida Statutes under the Doctrine of Sovereign Immunity which effectively limits the amount of liability of municipalities to individual claims of \$200,000 and \$300,000 in the aggregate. There was no reduction in insurance coverage from coverage in the prior year and there were no settlements that exceeded insurance coverage for each of the past three years.

***USE OF ESTIMATES***

Management uses estimates and assumptions in preparing financial statements in accordance with GAAP. Those estimates and assumptions affect the reported amounts of assets, liabilities, and deferred inflows/outflows and the disclosure of contingent assets and liabilities, and the reported revenues and expenditures/expenses. Actual results could vary from the estimates that were used.

***IMPLEMENTATION OF NEW GASB STATEMENTS***

There were no new significant GASB Statements which were implemented by the CRA during the fiscal year ended September 30, 2023.

**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**

**NOTES TO FINANCIAL STATEMENTS**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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**NOTE 3 – CASH**

The CRA participates in the Village’s pooled cash system. Cash as of September 30, 2023, consists of deposits with a financial institution. The bank deposits were entirely covered by federal depository insurance and a collateral pool pledged to the State Treasurer of Florida by financial institutions that comply with the requirements of Florida Statutes and have been designated as a Qualified Public Depository by the State Treasurer. Qualified public depositories are required to pledge collateral to the State Treasurer with a fair value equal to a percentage of the average daily balance of all government deposits in excess of any federal deposit insurance. In the event of a default by a qualified public depository, the amount of public funds would be covered by the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories in the collateral pool. Accordingly, the CRA’s deposits are considered fully insured or collateralized in accordance with the provisions of GASB Statements.

**NOTE 4 – TAX INCREMENT REVENUES**

Tax increment revenues are the primary source of revenue for the CRA. Tax increment revenue is collected from the two governmental entities that levy property taxes within the legally defined redevelopment area of the CRA, the Village and Palm Beach County (the “County”). The tax increment revenue is calculated by applying the adopted millage rate of the Village to the increase in current year taxable assessed valuations over the base year assessed valuations for all properties located within the CRA boundaries. The Village used a millage rate of 3.500 for fiscal year 2023. The County then contributes the same amount of taxes to the CRA as the Village for the fiscal year.

**NOTE 5 – RELATED PARTY TRANSACTIONS**

The CRA received tax increment revenues from the Village’s General Fund totaling \$213,385 for the fiscal year ended September 30, 2023, which are reflected as tax increment revenues in the accompanying financial statements.

The CRA received American Rescue Plan Fund contributions from the Village totaling \$207,931 for the fiscal year ended September 30, 2023, which are reflected as other financing sources in the accompanying financial statements.

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**REQUIRED SUPPLEMENTARY INFORMATION**

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**PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**  
**(A COMPONENT UNIT OF THE VILLAGE OF PALM SPRINGS, FLORIDA)**  
**BUDGETARY COMPARISON SCHEDULE - BUDGETARY BASIS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Revenues</b>				
Ad valorem taxes	\$ 213,385	\$ 213,385	\$ 213,385	\$ --
Interest income	--	--	10,929	10,929
<b>Total Revenues</b>	<b>213,385</b>	<b>213,385</b>	<b>224,314</b>	<b>10,929</b>
<b>Expenditures</b>				
Economic environment				
Operating	2,224,826	2,330,842	204,210	2,126,632
Capital outlay	80,000	80,000	--	80,000
Non-operating	148,636	148,636	--	148,636
<b>Total Expenditures</b>	<b>2,453,462</b>	<b>2,559,478</b>	<b>204,210</b>	<b>2,355,268</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>(2,240,077)</b>	<b>(2,346,093)</b>	<b>20,104</b>	<b>2,366,197</b>
<b>Other Financing Sources</b>				
Transfers in	2,240,077	2,240,077	421,316	(1,818,761)
Appropriations of prior year's fund balance	--	106,016	--	(106,016)
<b>Total Other Financing Sources</b>	<b>2,240,077</b>	<b>2,346,093</b>	<b>421,316</b>	<b>(1,924,777)</b>
<b>Net Change in Fund Balance</b>	<b>\$ --</b>	<b>\$ --</b>	<b>441,420</b>	<b>\$ 441,420</b>
<b>Fund Balance - Beginning of Year</b>			66,633	
<b>Fund Balance - End of Year</b>			<b>\$ 508,053</b>	

# **PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY**

## **NOTES TO BUDGETARY COMPARISON SCHEDULE**

**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

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### **NOTE 1 – BUDGETARY ACCOUNTING**

The CRA’s adopted budget is prepared on the modified accrual basis of accounting in accordance with U.S. generally accepted accounting principles (“GAAP”). The budget represents departmental appropriations as authorized by CRA ordinance. Expenditures may not legally exceed budgeted appropriations at the fund level. The Village Manager, acting in his capacity as Executive Director of the CRA, has the authority to approve all budget transfers within a department. Budget transfers between districts or budget amendments require the approval of the Village Council. Accordingly, the CRA’s legal level of budgetary control is at the fund level. Transfers in reflected in the budget columns (original and final) reflect tax revenues collected directly by the Village of Palm Springs and subsequently transferred to the CRA and other contributions from the Village. Actual amounts reflected for transfer in are presented as tax revenue and other financing sources for the CRA in the accompanying statement of revenues, expenditures, and changes in fund balance. The annual Palm Springs Community Redevelopment Agency legally adopted budget is inclusive of the 2 districts: (1) Lake Worth Road CRA Fund and (2) Congress Ave CRA Fund.

Total expenditures may not legally exceed total fund appropriations including any budgeted fund balance from prior years. All annual appropriations lapse at year end. The budget amounts presented reflect the original budget and the amended budget based on legally authorized revisions to the original budget during the year.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriations, is utilized by the CRA during the year. However, all encumbrances outstanding at year end lapse. There were supplementary appropriations in the amount of \$106,016 adopted for the year ended September 30, 2023.

### **NOTE 2 – BUDGET AND ACTUAL COMPARISONS**

The budgetary comparison schedule prepared on the basis of accounting used in preparing the appropriated budget. As a result, the revenue and expenditures reported in the budgetary comparison schedule for the CRA agree with that reported on the GAAP basis. As required by GAAP, for financial statement reporting, a portion of the transfer in on page 20 (budgetary basis), represents transfers in from the Village in the amount of \$213,385 which are reported as Ad Valorem taxes revenue on page 12.

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## **REPORTING SECTION**

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS***

To the CRA Board and Executive Director  
**Palm Beach Community Redevelopment Agency**  
Village of Palm Springs, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities and each major fund of the Palm Springs Community Redevelopment Agency (the "CRA"), a component unit of the Village of Palm Springs, Florida, as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's financial statements, and have issued our report thereon dated March 27, 2024.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### ***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### ***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Marcum LLP*

West Palm Beach, Florida  
March 27, 2024



## MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the CRA Board and Executive Director  
**Palm Springs Community Redevelopment Agency**  
Village of Palm Springs, Florida

### *Report on the Financial Statements*

We have audited the financial statements of the Palm Springs Community Redevelopment Agency (the “CRA”), a component unit of the Village of Palm Springs, Florida, as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 27, 2024.

### *Auditors’ Responsibility*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

### *Other Reporting Requirements*

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 27, 2024, should be considered in conjunction with this management letter.

### *Prior Audit Findings*

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the preceding financial audit report.

### *Official Title and Legal Authority*

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The CRA has made these disclosures in Note 2 to the financial statements.

### ***Financial Condition and Management***

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. The financial condition assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### ***Special District Component Units***

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

### ***Specific Information***

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the CRA reported:

- a. The total number of CRA employees compensated in the last pay period of the CRA's fiscal year as 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CRA's fiscal year as 0.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$0.
- e. Each construction project with a total cost of at least \$65,000 approved by the CRA that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as follows:
  - a. Sanitary Sewer Force Main Installation with Palm Beach County Utilities:  
Budget of \$1,900,000; Expenditures of \$66,951
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before beginning of the fiscal year being reported if the CRA amends a final adopted budget under Section 189.016(6), Florida Statutes, as \$106,016.

***Additional Matters***

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

***Purpose of this Letter***

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the CRA Board, Executive Director, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Marcum LLP*

West Palm Beach, Florida  
March 27, 2024



## INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH FLORIDA STATUTES

To the CRA Board and Executive Director  
**Palm Springs Community Redevelopment Agency**  
Village of Palm Springs, Florida

We have examined the Palm Springs Community Redevelopment Agency's (the "CRA"), a component unit of the Village of Palm Springs, Florida, compliance with Sections 163.387(6) and 163.387(7), Florida Statutes for the fiscal year ended September 30, 2023. Management of the CRA is responsible for the CRA's compliance with the specified requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the CRA's compliance with the specified requirements.

In our opinion, the CRA complied, in all material respects, with Sections 163.387(6) and 163.387(7), Florida Statutes, for the fiscal year ended September 30, 2023.

This report is intended solely to describe our testing of compliance with aforementioned sections of the Florida Statutes, and it is not suitable for any other purpose.

*Marcum LLP*

West Palm Beach, FL  
March 27, 2024



March 27, 2024

To the CRA Board and Executive Director  
**Palm Springs Community Redevelopment Agency**  
Village of Palm Springs, Florida

We have audited the financial statements of the governmental activities and each major fund of Palm Springs Community Redevelopment Agency (the “CRA”), a component unit of the Village of Palm Springs, Florida, for the fiscal year ended September 30, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and Chapter 10.550, Rules of the Auditor General, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 27, 2023. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Findings**

#### ***Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the CRA are described in Note 2 – Summary of Significant Accounting Policies to the financial statements. No new accounting policies were adopted that impacted the financial statements and the application of existing policies was not changed during the fiscal year ended September 30, 2023. We noted no transactions entered into by the CRA during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the CRA’s financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements is:

The disclosure related to the Tax Increment Revenues in Note 4 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

### ***Independence***

For the fiscal year ended September 30, 2023, we were engaged to assist with the preparation of the CRA's financial statements. We reviewed the nature of the requested work, our role and management's role and determined that our independence would not be impaired, in fact or appearance.

### ***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### ***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no such misstatements noted during the audit.

### ***Disagreements with Management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

### ***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated March 27, 2024.

### ***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to CRA's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the CRA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Other Matters**

We applied certain limited procedures to management's discussion and analysis and the budgetary comparison schedule and related notes, which are required supplementary information (RSI) that supplement the financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

**Restriction on Use**

This information is intended solely for the information and use of Honorable Mayor, CRA Board, Executive Director, and management of the CRA and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Marcum LLP*

Marcum LLP