



AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JUNE 13, 2024
6:30 PM

COUNCIL

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

ADMINISTRATION

- ☐ Village Manager Michael Bornstein ☐ Village Attorney Christy Goddeau
- ☐ Village Clerk Kimberly Wynn

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **Approval of May 9, 2024, Village Council Regular Meeting Minutes:** Motion for

the approval of May 9, 2024, Village Council Regular Meeting Minutes.

Staff: Kimberly Wynn, Village Clerk

2. **Appointments to the Parks and Recreation Board:** Motion to Approve the appointment of Mr. Andrew Anagnostu and Mrs. Michelle Anagnostu as a Regular and Senior Alternate Member to the Parks and Recreation Board, to serve an unexpired term that ends May 14, 2027.
Staff: Kimberly Wynn, Village Clerk
3. **Appointment to the General Employees Pension Board of Trustees:** Motion to Approve the appointment of Mrs. Ardeth Wiles as a Resident Member of the General Employees Pension Board to serve a four-year (4) term that expires May 14, 2028.
Staff: Kimberly Wynn, Village Clerk
4. **Amendment No. 9 to the Tyler Technologies Agreement:** Motion to approve Amendment No. 9 to the Agreement with Tyler Technologies in the amount of \$73,234 and the annual recurring support services and maintenance fees for the time clocks will be \$19,074 to implement the timekeeping module. In anticipation of implementing a new timekeeping system, the Village budgeted \$22,500 for new time clocks in FY2024. The one-time \$35,000 implementation cost will be covered with a budget transfer from Council Contingency.
Staff: Rebecca Morse, Chief Financial Officer
5. **Resolution No. 2024-21; ITB No. 2024B-006 (Task Order #319) - Davis Road and Alameda Drive Stormwater Improvements Project - Public Works ARPA Funded - TCLM, Inc.:** Motion to approve Resolution No. 2024-21 to award ITB #2024B-006 (TO #319) - Davis Road and Alameda Drive Stormwater Improvements Project to TCLM, Inc. in the amount not to exceed \$408,199.27 as part of the Stormwater Masterplan. Funding for this project is available from General Funds.
Staff: Timothy Crespo, Assistant Public Works Director, Felipe Lofaso, Public Works Director
6. **Resolution No. 2024-22; ITB No. 2024B-007 (Task Order #329) - 275 Alameda Drive Multiple Buildings Demolition Project - Public Works ARPA Funded - Demcon Group, LLC:** Motion to approve Resolution No. 2024-22 to award ITB #2024B-007 (TO #329) - 275 Alameda Drive Multiple Buildings Demolition Project to Demcon Group, LLC for \$130,927.00 for the demolition of the property located at 275 Alameda Drive. Funding for this project is available from ARPA Funds.
Staff: Timothy Crespo, Assistant Public Works Director, Felipe Lofaso, Public Works Director
7. **Agreement with USDOT FHWA for the Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant:** Motion to authorize the Village to enter into

a grant agreement with the United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) for the Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant. The grant is for \$200,000 with a required match in funding from the Village for \$50,000, bringing the total to \$250,000. The grant will be used to develop an action plan aimed at analyzing, studying, and planning for safety improvements across the village's roadway corridors.

Staff: Felipe Lofaso, Public Works Director

8. **Purchase Order for the Purchase of Three Vehicles - State of Florida Co-Op Agreement Public Works (FY23-24) - Step One Automotive Group:** Motion to approve a Purchase Order with Step One Automotive Group for the procurement of two (2) Ford F250 trucks and one (1) Ford Transit Van purchased through the State of Florida Cooperative Purchase Agreement 25100000-23-STC in an amount not to exceed \$147,663.60. Funding to support this purchase is available in the General Fund Account.

Staff: Timothy Crespo, Assistant Public Works Director, Felipe Lofaso, Public Works Director

9. **Work Authorization No. CH-U02 - RL Pratt Water Treatment Plant Lime Slurry System Replacement (Task Order No. 339) - Utilities Department (FY 2024 - Water & Sewer Enterprise Fund) - CHA Consulting, Inc.:** Motion to approve Work Authorization No. CH-U02 for CHA Consulting, Inc. for the design and construction management of the Pratt WTP Lime Slurry Replacement project. Funding to support this proposal is available within the FY 2024 - Water and Sewer Fund.

Staff: Paul Ward, Assistant Director of Utilities, Jimmie Johnson, Utilities Director

10. **Resolution No. 2024-23 Approve Eight (8) Firm Rankings & Authorize Agreements for Professional Services - RFQ 2024R-001 - Municipal Engineering Services (FY 2024 Budget Funded):** Motion to approve Resolution No. 2024-23, which awards RFQ No. 2024R-001 for Municipal Engineering Consulting Services to eight consulting firms. This approval is for ranking the firms and authorizing the Village to enter into agreements for professional services. These firms will provide the Village with general engineering and planning consulting services for various departments. Funding to support engineering services is available within the FY 2024 Budget - General Fund, Water & Sewer Enterprise Fund and/or Stormwater Utility Fund.

Staff: Paul Ward, Assistant Director of Utilities

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

11. Legislative Update - Representative David Silvers
Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

12. **(Quasi Judicial Hearing / First Reading) Ordinance No. 2024-06 - Comprehensive Plan Text Amendment - Evaluation and Appraisal Review (EAR) Based Amendments:** Motion to approve Ordinance No. 2024-06 to amend the Comprehensive Plan of the Village of Palm Springs with the 2024 Evaluation and Appraisal Review (EAR) based amendments; providing for recitals, adoption, conflicts, repeal, severability, applicability, transmittal.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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13. **(First Reading) Ordinance No. 2024-05 - Village Code Amendment - Temporary Signs:** Motion to approve Ordinance No. 2024-05 to amend Chapter 34 of the Village of Palm Springs Code of Ordinances, "Land Development", Article IV, "Signs", Division 3, "Specifications", Section 34-324, "Temporary Signs" to clarify when temporary signage may be posted.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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14. **Resolution No. 2024-25 - Preliminary Garbage Non Ad-Valorem Assessment Rates - FY 2024:** Motion for the approval of Resolution No. 2024-25; adopting the preliminary non-ad valorem assessment roll for Fiscal Year 2024/2025 to provide a uniform method for collecting the non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County Tax Notices.
Staff: Felipe Lofaso, Public Works Director

Motion	Second	Vote
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15. **Resolution No. 2024-26 - Stormwater Non Ad-Valorem Assessment Rates - FY24:** Motion for the approval of Resolution No. 2024-26, setting the preliminary Non Ad-Valorem assessment rates for Fiscal Year 2024-2025 for stormwater management assessments for each parcel within the area benefited, other than the

non-assessed property.
Staff: Felipe Lofaso, Public Works Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

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

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

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

III. Complaint Procedures:

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

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



**VILLAGE COUNCIL MEETING MINUTES,
COUNCIL CHAMBERS 226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
MAY 9, 2024 AT 6:30 PM**

CALL TO ORDER

1. **Resolution No. 2024-13 - Selection of Vice-Mayor and Mayor Pro Tem:**
Motion to approve Resolution No. 2024-13 appointing a Vice-Mayor and Mayor Pro Tem for 2024-2025.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: According to Section 3.05(a) of the Village Charter, even if an election was not held, the Council must nominate and elect a Vice-Mayor and Mayor Pro Tem from among its members at the first Regular Council meeting after the General Election. The newly elected Vice-Mayor and Mayor Pro Tem will serve one (1) year until April 2025.

Mayor Smith passed the gavel, then made a motion to nominate Patti Waller, Vice-Mayor, and Kim Schmitz as Mayor Pro Tem. Council Member Ready second the motion. The said motion carried 5-0.

In April, Palm Beach County (PBC) Fire Rescue Battalion Chief Tracy Adams reported that there were 377 emergency calls. She discussed the statistics for the Village and acknowledged EMS and First Responders' proclamation as well as Nurses' Week. Chief Adams also described an event at a local restaurant where a patron was fully resuscitated while dining with family. Additionally, she reported on a series of competitions and mentioned that PBC recruited delegates to be firefighters for a day.

Mayor Smith offered the Council an opportunity to present questions. Council Member Ready asked about special events at schools and if PBCFR was prepared. Chief Adams reported that they are preparing, and she reminded residents to prepare for the upcoming Hurricane Season.

ROLL CALL:

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police

Chief Tom Ceccarelli, as Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Assistant Utilities Director Paul Ward, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Director of Library Services Jossie Maliska, Administrative Assistant (Library) Claudia Ruiz, Public Works Supervisor Michael Wood, Chief Finance Officer Rebecca Morse, and Parks and Recreation Director Juan Ruiz.

INVOCATION

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

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Vice-Mayor Waller motioned to approve the Agenda as presented, and Mayor Pro Tem Schmitz seconded. The said motion carried 5-0.

CONSENT AGENDA

2. **Approve April 11, 2024, Village Council Regular Meeting Minutes: Motion to approve April 11, 2024, Village Council Regular Meeting Minutes**

Staff: Kimberly Wynn, Village Clerk

3. **Resolution No. 2024-18 Grant Application to the Florida Division of Arts and Culture Cultural Facilities Program-Parks and Recreation Department - Village Commons Park: Motion to approve authorizing the Village Manager, or their Designee, to submit a Grant Application to the Florida Division of Arts & Culture Cultural Facilities Program requesting \$500,000 for the construction of a performance area at the Village Commons Park - Athletic Complex located at 226 Cypress Lane, and further authorizing matching funds from the Village for \$1,000,000 before July 1, 2025.**

Staff: Juan Ruiz, Director of Parks and Recreation

SUMMARY: Parks and Recreation Department has an opportunity to apply for grant funding of \$500,000 for the proposed amphitheater that will be built at the Village Commons Park at 226 Cypress Lane. The grant is a matching 2-to-1 grant through the Florida Division of Arts and Culture Cultural Facilities Program. This means that for every \$1 that the Village receives from the grant, it will have to contribute \$2 towards the project.

However, to be eligible for the grant, the Village must provide matching funds of \$1,000,000 before July 1, 2025. This matching fund can be included in the

Village's Capital Improvement Plan, which is a long-term plan to fund infrastructure and other capital projects.

The proposed amphitheater is expected to bring significant benefits to the community, such as creating a space for cultural events, performances, and other outdoor activities. It will also help to enhance the overall appeal of the Village Commons Park, making it a more attractive destination for residents and visitors alike.

The grant presents an opportunity for the Village of Palm Springs to make a significant investment in its cultural and recreational offerings. By securing the grant, the Village can make the proposed amphitheater a reality and provide a valuable asset to the community for years to come.

Fiscal Impact: The proposed Florida Division of Arts and Culture Cultural Facilities Program Grant would increase the funds received to support the completion of the proposed Village Commons Park improvement project.

4. **Approval of Joseph L. Fallon Scholarship Award - One (1) Scholarship Award:** Motion to recommend approval to award one (1) student scholarship check for \$1,000.00 for the Joseph Fallon Scholarship Award. Funding for the proposed awards is available within the FY 2024 Budget - General Fund.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Each year, the Village of Palm Springs awards scholarships to selected high school seniors who live in the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who died suddenly during his senior year at John I. Leonard High School.

This year, the Village's Joseph L. Fallon Scholarship Selection Committee recommends that the Village Council award one (1) scholarship to an applicant based on financial need, grades, experience, and character references.

The recommended 2024 Fallon Scholarship winner, if approved, includes:

- Danina S. Bernard

The Fallon Scholarship Committee met on April 11, 2024, and recommended the approval of one (1) scholarship award to a local Village high school student to assist with her college planning.

If the Village Council approves, the awardee will be presented with a check during the May 9, 2024, Village Council Meeting (Presentations Section).

Note: The Joseph L. Fallon Scholarship Selection Committee included the following individuals:

- Council Member Patti Waller
- Assistant Village Manager Kim Glas-Castro
- Police Chief Tom Ceccarelli
- Library Director Josefina Maliska
- Library Board Member Robin Hughes

Fiscal Impact: Funding to support the proposed award is available within the FY 2024 Budget - General Fund.

End of Consent Agenda....

Council Member Ready made a motion to approve the Consent Agenda and Council Member Brinkman seconded. The said motion carried 5-0.

PRESENTATIONS

5. **Joseph L. Fallon Scholarship Awards - One (1) Scholarship Award**

Staff: Josefina Maliska, Director of Library Services

SUMMARY: Joseph Fallon Scholarship Award Presentation: One (1) senior graduating from John I. High School will be presented with the Joseph L. Fallon Scholarship Award.

Fiscal Impact: Funding to support the proposed awards is available within the FY 2024 Budget - General Fund.

Ms. Maliska introduced Mr. Joseph Fallon, who commented on the numerous scholarships distributed to local high school seniors. He expressed gratitude to the Village for allowing the momentum to continue in honor of his late son, Joseph F. Fallon. At this time, Mr. Fallon and Ms. Maliska introduced Ms. Danina Bernard as the scholarship winner. Ms. Bernard was presented with a check and then gave comments.

6. **Presentation by Senator Bobby Powell**

Staff: Kimberly Wynn, Village Clerk

Senator Bobby Powell provided an update on the legislative actions that were presented and the bills that were passed. The PowerPoint presentation has been

entered into the record. He encouraged the Village to continue seeking more funding for their initiatives. Senator Powell also introduced his staff to the Council.

Mayor Smith then opened the floor for comments from the Council and the public.

Council Member Ready inquired about the future of Senator Powell's staff following the upcoming election. The Council and the Village Manager expressed their gratitude to Senator Powell for securing appropriations for the Village, noting that the funding will be beneficial for various projects.

7. **Presentation of Annual Comprehensive Financial Report Fiscal Year Ended September 30, 2023**

Staff: Rebecca Morse, Chief Financial Officer

SUMMARY: Mr. Nicholas Martin, a Senior Manager at Marcum, LLP, the auditing firm for the Village, will present the Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended on September 30, 2023. The presentation will include the audit report on the financial statements.

Fiscal Impact: This is a report on the Village's financial statements for the year ended September 30, 2023.

Ms. Morse introduced Mr. Nicholas Martin from Marcum, LLP. Mr. Martin explained the purpose of the internal audit report and discussed the findings. With the added grants, the Village would receive more single audits. Overall, the Village is financially healthy. He thanked Ms. Morse and Ms. Ortega for helping them gather information from the multiple departments and their hard work. Ms. Morse thanked Mr. Martin for his patience in understanding GASB 96 information.

8. **Building Safety Month Proclamation - May 2024: A proclamation to recognize the month of May 2024 as Building Safety Month**

Staff: Kimberly Wynn, Village Clerk

9. **Drinking Water Proclamation - May 5-11, 2024: A proclamation to recognize May 5-11, 2024, as Drinking Water Week.**

Staff: Kimberly Wynn, Village Clerk

10. **Police Week and Peace Officer Memorial Day Proclamation - May 12 - 18, 2024: A proclamation to recognize "Police Week" on May 12-18, 2024, and "Peace Officers Memorial Day" on May 15, 2024.**

Staff: Kimberly Wynn, Village Clerk

11. **Public Works Week - May 19-25, 2024: A proclamation to recognize May 19-25, 2024, as Public Works Week.**

Staff: Kimberly Wynn, Village Clerk

REGULAR AGENDA

12. **Resolution No. 2024-17 Portable Radios - Police Department - Cooperative Purchasing Agreement - (FY 2024 Budget – Machinery and Equipment and Other Contractual Services - ARPA Funded):** Motion to approve Resolution No. 2024-19 to enter into an Agreement with Motorola Solutions from the Florida State Contract No. 43190000-22-NASPO-ACS (Public Safety Communications Products, Services, and Solutions) through the cooperative purchasing process to purchase sixty-five (65) Motorola APXN70 portable radios for the Police Department for \$511,525.95. Funding to support the purchase is available from ARPA funds and the FY 2024 Budget – Machinery and Equipment and Other Contractual Services.

Staff: Thomas Ceccarelli, Police Chief

SUMMARY: The Police Department has budgeted \$58,000 to replace ten (10) radios and \$42,000 to encrypt their current radio system for Fiscal Year 2024. The Police Department currently uses sixty-seven (67) Motorola radios, which are divided into two models:

- Motorola APX6000 AN (15 radios); and
- BN (52 radios) models.

The AN model has reached its end of life, and the BN model has about five years left before reaching its end of life.

The staff has researched the ability to replace sixty-five (65) radios and transition to the new Motorola APXN70 model instead of purchasing several new radios annually. The new APXN70 model has a longer life expectancy and provides transmission redundancy, which increases officer safety. The new model can also be remotely programmed by the Palm Beach County Radio Shop, eliminating the costly need to touch each radio to update it physically. The Palm Beach County Radio Shop agreement is attached.

The Florida Department of Management Services (DMS) has an Alternate Source contract with Motorola Solutions Inc. for the desired APXN70 radios (Alternate Contract Source No. 43190000- 22-NASPO-ACS for Public Safety Communications Products, Services, and Solutions). Pursuant to Florida Administrative Code Rule 60A-1.001, the Village may purchase from the DMS Alternate Source contract by issuing a purchase order directly to Motorola to purchase from the DMS Alternate Source contract. The full DMS Alternate Source contract with Motorola is attached.

The DMS Alternate Source contract utilizes the competitively sourced State of Washington Master Agreement with Motorola as a basis for its terms, conditions and pricing (after the determination by the Florida Secretary of Management Services that the State of Washington Master Agreement is cost-effective and best value to the State of Florida). The State of Washington Master Agreement is

made available to DMS by NASPO ValuePoint, a nonprofit cooperative purchasing program which facilitates public procurement solicitations and agreements using a lead-state model. The NASPO ValuePoint agreement is attached.

The Village's purchasing code authorizes the Village to purchase directly from the DMS Alternate Source contract as a cooperative purchase. See section 58-8 of the Village's Purchase Code.

Fiscal Impact: The proposed purchase of 65 Motorola APXN70 radios, including encryption and all necessary accessories, would be priced at \$527,775.95. The Village will receive \$16,250.00 as a trade-in for the old radios, which brings the purchase cost to \$511,525.95.

The FY 2024 Budget – Machinery and Equipment and Other Contractual Services has some funds available to support this purchase. The remaining funds required to purchase the newer radios will come from the allotted American Rescue Plan Act (ARPA) funds.

Chief Ceccarelli gave an overview of Resolution No. 2024-19. He stated that the Police Department wanted to purchase 65 radios from Motorola. Mayor Smith offered the public and Council an opportunity to comment. There were no comments.

Village Attorney Goddeau read the title of the caption to the record.

Vice-Mayor Waller made a motion to approve Resolution No. 2024-19 to purchase 65 Motorola radios and Mayor Pro Tem Schmitz second the motion. The said motion carried 5-0.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to comment, but there were none.

PUBLIC HEARINGS

13. **(Quasi-Judicial Hearing) Resolution No. 2024-16 - Approve Proposed Mural Permit Application - Village of Palm Springs - Library Department - 217 Cypress Lane: Motion to recommend approval to the Village Council of an application for a permit, submitted by Department Director Josefina Maliska of the Village of Palm Springs Library, to paint a mural or art forms on the west wall of the Public Library building located at 217 Cypress Lane, which is visible from Davis Road right-of-way.**

Staff: Iramis Cabrera, PZB Director

SUMMARY: Josefina Maliska, Director of the Village of Palm Springs Library, is requesting approval of a permit to paint a mural or art forms on the west wall of the Public Library building located at 217 Cypress Lane, which is visible from

Davis Road right-of-way.

The proposed mural has a complementary color scheme to the surrounding buildings. The mural adds aesthetic appeal without clashing with the existing environment. This exterior painting will add community value as the theme reflects the community's diversity and love for our local library. The mural's theme resonates with the surrounding neighborhood and celebrates the empowerment of reading. The scale of the mural is proportional and appropriate to the space. It does not overwhelm the area. The mural is high-quality work by a skilled artist and will elevate the area, attract visitors, and instill pride among residents. The mural location will be enhanced with lighting for better visibility at night.

The proposed mural is a colorful drawing accompanied by educational and fantasy enhancement that can cast a spell on the viewer with its darkened and mystical landscape.

The mural depicts a mystical owl with an open book above and a diversity of 4 people reading books with absolute fascination. The mural will be approximately 663 square feet, covering 100% of the west elevation of the building.

Fiscal Impact: Funding to support the proposed mural is available within the FY 2024 Budget.

Mayor Smith asked the Council to disclose their ex parte communication, but there was none. Ms. Wynn swore in the applicants and staff.

Ms. Cabrera and Ms. Maliska explained that the proposed mural has a complementary color scheme to the surrounding buildings and adds aesthetic appeal without clashing with the existing environment. The theme reflects the community's diversity and love for the local library and celebrates the empowerment of reading. The scale of the mural is proportional and appropriate to the space, and it is high-quality work by a skilled artist. The mural location will be enhanced with lighting for better visibility at night. The mural depicts a mystical owl with an open book above and a diversity of four people reading books with absolute fascination. The mural will be approximately 663 square feet, covering 100% of the west elevation of the building.

Mayor Smith offered the public and Council an opportunity to comment and ask questions. Council Member Ready asked how soon would the project start. Ms. Maliska responded that it would be approximately 70 days after the materials are ordered. There were no comments from the public.

Village Attorney Goddeau read the title of the caption to the record.

Council Member Ready made a motion to approve Resolution No. 2024-16 and Vice-Mayor Waller second. The said motion carried 5-0.

ACTIONS AND REPORTS

None

VILLAGE MANAGER COMMENTS

The Village Manager commented about the splash of art at the Village. He thanked staff for their hard work. He explained that staff is preparing for the upcoming budget.

VILLAGE COUNCIL COMMENTS

The Council spoke about the events they attended like the Taco Fiesta. They were excited about the event. The parking was great; however, Vice-Mayor Waller was disappointed with some of the events.

Mayor Pro Tem Schmitz talked about the Reading Mentoring program where she volunteers. She invited more people to come participate. She also announced that she completed Institute for Elected Municipal Officials I (IEMO).

They are thrilled about the mural and the Evaluation and Appraisal Report (EAR). Council Member Brinkman wants staff to look at Art in Public Places. She thinks the Village should have an Art District.

Mayor Smith discussed the Touch-A-Truck Event. She also wants the staff to look at expanding the Joseph Fallon Scholarship opportunity to include trade schools.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Regular Council Meeting at 7:50 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **May 9, 2024**. Which minutes were formally approved and adopted by the Village Council on **June 13, 2024**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JUNE 13, 2024, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Administration

ITEM #2: Appointments to the Parks and Recreation Board

SUMMARY: Currently there is one (1) Regular Member vacancy and two (2) Alternate Member vacancies on the Parks and Recreation Board.

Mr. Andrew Anagnostu has submitted an application expressing an interest in serving as a Regular Member. If approved, he would serve a three (3) year term expiring on May 14, 2027.

Mrs. Michelle Anagnostu has submitted an application expressing an interest in serving as a Senior Alternate Member. If approved, she would serve a three (3) year term expiring on May 14, 2027.

If the appointments are approved, there will be one (1) Junior Alternate Member vacancy on the Parks and Recreation Board.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Placeholder - Mr. Anagnostu's Application
2. Placeholder - Mrs. Anagnostu's Application

A copy of **Mrs.**
Anagnostu's application is
on file in the Village
Clerk's Office.

**Available
Upon
Request**

A copy of **Mrs.**
Anagnostu's application is
on file in the Village
Clerk's Office.

**Available
Upon
Request**



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Administration

ITEM #3: Appointment to the General Employees Pension Board of Trustees

SUMMARY: Currently, there is a Resident Member vacancy on the General Employees' Pension Board of Trustees, due to the resignation of Mr. Bruce Gosman.

Mrs. Ardeth Wiles has submitted an application expressing an interest in serving as a Regular Member. If approved, she would serve a four (4) year term (expiring on May 14, 2028).

If the appointment is approved, there will be no vacancies on the General Employees' Pension Board of Trustees.

FISCAL IMPACT:

There is no fiscal impact to the Village with this appointment.

ATTACHMENTS:

1. Placeholder - Mrs. Wiles Application

A copy of **Mrs. Wiles**
application is on file in
the Village Clerk's Office.

**Available
Upon
Request**



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Finance

ITEM #4: Amendment No. 9 to the Tyler Technologies Agreement

SUMMARY: The Village has been using Tyler Technologies for its MUNIS applications since 1992. In July 2023, the Village extended the agreement for three more years by signing Amendment No. 7. In April, the Village Council approved Amendment No. 8 to provide document storage and inventory management solutions.

Since 2020, the Village has been using Novatime for timekeeping. UKG has acquired this product and is nearing the end of support. The staff reviewed new solutions and decided that Tyler provides the best solution, integrating directly into the Tyler MUNIS payroll system.

The one-time cost of implementation and purchasing new time clocks is \$73,234, and the annual recurring support services and maintenance fees for the time clocks will be \$19,074.

FISCAL IMPACT:

In anticipation of implementing a new timekeeping system, we budgeted \$22,500 for new timeclocks in the FY 2024 budget. The \$35,000 one-time implementation will be covered by a budget transfer from Council Contingency. The cost of the recurring fees will not begin until after implementation and will be budgeted in the FY 2025 budget.

ATTACHMENTS:

1. Village of Palm Springs Time and Attendance with Advanced Schedule
2. Amendment No 9 Time and Attendance Amendment



Quoted By: Cindy Chase
Quote Expiration: 10/31/24
Quote Name: Village of Palm Springs - Time & Attendance/ Position Control Implementation

Saas Term 1.00

Sales Quotation For:

Shipping Address:

Village of Palm Springs
226 Cypress Ln
Palm Springs FL 33461-1699

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 75 Employees	1	56	\$ 6,102.00
Time & Attendance w Mobile Access - Up to 250 Employees	1	120	\$ 11,052.00
TOTAL		176	\$ 17,154.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	24	\$ 175.00	\$ 0.00	\$ 4,200.00	\$ 0.00
Remote Implementation	176	\$ 175.00	\$ 0.00	\$ 30,800.00	\$ 0.00
TOTAL				\$ 35,000.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Touchscreen 7: Biometric Reader	8	\$ 2,395.00	\$ 0.00	\$ 19,160.00	\$ 240.00	\$ 0.00	\$ 1,920.00
TOTAL				\$ 19,160.00			\$ 1,920.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 17,154.00
Total Tyler Services	\$ 35,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 19,160.00	\$ 1,920.00
Summary Total	\$ 54,160.00	\$ 19,074.00
Contract Total	\$ 73,234.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these

factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Village of Palm Springs, Florida, with offices at 226 Cypress Lane, Palm Springs, Florida 33461 ("Client").

WHEREAS, Tyler and Client are parties to the Application Service Provider Agreement dated June 5, 2012 ("Agreement"), as amended on October 1, 2014; June 11, 2015; July 22, 2015; July 7, 2016; September 18, 2018; March 17, 2020; August 16, 2023; and April 29, 2024; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by \$17,154, with a quarterly payment increase of \$4,288.50. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Fees for Hardware are due on delivery of the respective Hardware.
 - c. Year 1 hardware maintenance fees are due on delivery of the respective hardware.
 - d. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Village of Palm Springs, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Cindy Chase
Quote Expiration: 10/31/24
Quote Name: Village of Palm Springs - Time & Attendance/ Position Control Implementation

Saas Term 1.00

Sales Quotation For:

Shipping Address:

Village of Palm Springs
226 Cypress Ln
Palm Springs FL 33461-1699

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
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Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Public Works

ITEM #5: Resolution No. 2024-21; ITB No. 2024B-006 (Task Order #319) - Davis Road and Alameda Drive Stormwater Improvements Project - Public Works General Funded

SUMMARY: The Public Works Department needs to make construction improvements to the Davis Road and Alameda Drive Storm Water systems. The stormwater project was identified by the Village's consultant as part of the Stormwater Masterplan.

The Village issued an Invitation to Bid (ITB No. 2024B-006) on March 28, 2024, for storm water improvements on Davis Road and Alameda Drive. The competitive selection process was completed on April 30, 2024.

The following proposals were received:

<u>Vendor</u>	<u>Total Bid</u>
TCLM, Inc.	\$408,199.27
Close Construction Services, LLC	\$473,181.00
R&D Paving	\$591,854.40
RJ Engineering	\$455,161.11
Rosso Site Development	\$524,638.89

After reviewing the five (5) bids received, the Public Works Director, Village Attorney, and the Village's Contracted Engineer, Craven Thompson & Associates, determined that TCLM, Inc. provided the *lowest responsible and responsive bid*. The staff requests that the Council approve Task Order No. 319, for the amount not to exceed \$408,199.27, for TCLM, Inc.

FISCAL IMPACT:

Task Order #319 General funded - The Agreement with TCLM, Inc. is at a cost not to exceed \$408,199.27.

ATTACHMENTS:

1. Proposed Resolution No. 2024-21 TCLM Agreement
2. Agreement-TCLM-Davis Rd and Alameda
3. 2024B-006 TCLM - Bid Submittal

RESOLUTION 2024-21

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH TCLM, INC. FOR AN AMOUNT NOT TO EXCEED \$408,199.27 FOR THE CONSTRUCTION OF THE STORMWATER AND ROADWAY IMPROVEMENTS ON DAVIS ROAD AND ALEMEDA DRIVE AS PART OF THE STORMWATER MASTER PLAN, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs needs construction for stormwater and roadway improvements on Davis Road and Alameda Drive; and

WHEREAS, Public Works advertised ITB No. 2024B-006 – Davis Road and Alameda Stormwater Improvements (TO #319) - in the Lake Worth Herald on March 28, 2024; and

WHEREAS, Davis Road and Alameda Stormwater Improvements (TO #319), is an ARPA funded project expected to be complete within six (6) months; and

WHEREAS, TCLM, Inc., located at 13720 Hamlin Boulevard, West Palm Beach, FL 33412, submitted a proposal on April 30, 2024, to provide construction services for stormwater and roadway improvements on Davis Road and Alameda Drive; and

WHEREAS, the Village's Engineer, Craven Thompson & Associates (CTA), and staff have reviewed and considered the proposal from TCLM, Inc. and find that it is in the village's best interest to approve the agreement.

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

Section 1: Village of Palm Springs approves the agreement with TCLM, Inc. (TO# 319) for construction services in the amount not to exceed \$408,199.27 for stormwater and roadway improvements on Davis Road and Alameda Drive attached hereto as "Exhibit A".

Section 2: This resolution shall become effective immediately upon its passage and adoption.

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

Aye	Nay	Absent
-----	-----	--------

BEV SMITH, MAYOR

PATTI WALLER, VICE MAYOR

KIM SCHMITZ, MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this 13th day of June 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
TCLM Enterprise, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Davis Road & Alameda Drive Stormwater Improvements

ARTICLE 3 - ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Craven Thompson & Associates, Inc..
- 3.02 The Owner has retained Craven Thompson & Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
	See Contractors Bid				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated

quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ 408,199.27.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by an Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. The contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 13, inclusive).
 - 2. Performance bond (pages 1 to 2, inclusive).

3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds.
 - a. (pages to , inclusive).

- b. (pages to , inclusive).
 - c. (pages to , inclusive).

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: C [or] the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 111, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Indemnity

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 Governing Law and Remedies

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. 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.

10.08 Office of the Inspector General

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 Public Records

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the Village to perform the service.
 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
 4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 (ext. 8431), kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.10 Insurance

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

- | | | |
|----|---|-------------|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | \$1,000,000 |
| | Bodily injury by disease, each employee | \$500,000 |
| | Bodily injury/disease aggregate | \$1,000,000 |
| d. | Foreign voluntary worker compensation | Statutory |

1. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

- | | | |
|----|---|-------------|
| a. | General Aggregate | \$2,000,000 |
| b. | Products – Completed Operations Aggregate | \$2,000,000 |
| c. | Personal and Advertising Injury | \$1,000,000 |
| d. | Each Occurrence | \$1,000,000 |
| | (Bodily Injury and Property Damage) | |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

- | | | |
|----|------------------|-------------|
| a. | Bodily Injury: | |
| | Each Person | \$500,000 |
| | Each Accident | \$1,000,000 |
| b. | Property Damage: | |
| | Each Incident | \$1,000,000 |

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

- | | | |
|----|------------------------------|-------------|
| a. | Excess or Umbrella Liability | |
| 1) | General Aggregate | \$5,000,000 |
| 2) | Each Occurrence | \$1,000,000 |

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

- | | | |
|----|----------------------------------|-------------|
| a. | Contractor's Pollution Liability | |
| 1) | General Aggregate | \$2,000,000 |
| 2) | Each Occurrence | \$1,000,000 |

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

- a. Village of Palm Springs

10.11 Audit by Village

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

and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 Copies of Data/Documents

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

10.13 Ownership

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

10.14 Limitations of Liability

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

10.15 Enforcement Costs

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

10.16 Copyrights and/or Patent Rights

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

10.17 Protection of Property

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

10.18 Damage to Persons or Property

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 Discrimination

- A. The CONTRACTOR 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the

basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 Construction Defects

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.21 Public Entity Crimes

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

10.22 Scrutinized Companies

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.23 E-Verify

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

VILLAGE:	CONTRACTOR:
By: _____	By: _____
Title: <u>Beverly Smith, Mayor</u>	Title: _____
	(Seal)
Attest: _____	Attest: _____
Title: <u>Kimberly Wynn, Village Clerk</u>	Title: <u>Notary Public</u>
Approved as to Form: _____	
Title: <u>Village Attorney</u>	
Address for giving notices:	Address for giving notices:
<u>226 Cypress Lane</u>	<u>13720 Hamlin Blvd.</u>
<u>Palm Springs FL, 33461</u>	<u>West Palm Beach, FL 33412</u>
_____	_____
	License No.: <u>CGC046458</u>
	(where applicable)

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Davis Road & Alameda Drive Drainage Improvements

Bid Number: 2024B-006

Bidders Name: TCLM ENTERPRISE, INC.

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist
2. ☒ Completed Section 00410 - Bid Form
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ☒ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ☒ Completed Section 00440 - Florida Trench Safety Act Certification
6. ☒ Completed Section 00451 - Qualifications Statement
7. ☒ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☒ Completed Section 00453 - Non-Collusive Affidavit
9. ☒ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☒ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☒ Completed Section 00456 - Scrutinized Companies
12. ☒ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.
(See Attachment #8 - Licenses, Certifications & Insurance under Section 00451)

Submit bid documents via Demandstar.com online system.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted (via Demandstar) to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>4/16/2024</u>
<u>2</u>	<u>4/24/2024</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ADDENDUM 2 - REVISED BID FORM

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION (5%)	1	LS	19,438.00	\$19,438.00
2	MAINTENANCE OF TRAFFIC (2%)	1	LS	7,622.77	\$7,622.77
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS	28,750.00	\$28,750.00
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	1092	SY	20.00	\$21,840.00
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	914	SY	60.00	\$54,840.00
6	FURNISH AND INSTALL 2" TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	987	SY	50.00	\$49,350.00
7	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	183	SY	78.50	\$14,365.00
7B	FURNISH AND INSTALL CONCRETE SIDEWALK 4" THICK 3,000 PSI	130	SY	68.50	\$8,905.00
8	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	61	SY	78.00	\$4,758.00
9	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	290	LF	81.00	\$23,490.00
10	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	117	LF	127.00	\$14,859.00
11	FURNISH AND INSTALL 30" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	12	LF	250.00	\$3,000.00
12	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	5	EA	6,400.00	\$32,000.00
13	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	2	EA	7,536.00	\$15,072.00
14	FURNISH AND INSTALL 6'x6' DRAINAGE MANHOLE (12' DEPTH)	1	EA	11,369.00	\$11,369.00
15	CONNECT TO EXISTING DRAINAGE PIPE WITH CONCRETE COLLAR	3	EA	3,550.00	\$10,650.00
16	FPL OR LAKE WORTH UTILITIES POLE HOLD	3	EA	2,500.00	\$7,500.00
17	SWALE GRADING	807	SY	12.00	\$9,684.00
18	SOD RESTORATION	807	SY	8.00	\$6,456.00
19	ALLOWANCE FOR REPLACEMENT OF WATER OR SEWER SERVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	1	AL	\$5,000.00	\$5,000.00
20	IRRIGATION RESTORATION ALLOWANCE	1	AL	\$5,000.00	\$5,000.00
21	MISCELLANEOUS ALLOWANCE	1	AL	\$15,000.00	\$15,000.00
22	REQUIRED TESTING	1	LS	12,000.00	\$12,000.00
23	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER VILLAGE	1	LS	23,000.00	\$23,000.00
24	NPDES implementation and monitoring (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC...)	1	LS	4,250.00	\$4,250.00
TOTAL OF ALL BID ITEMS			\$	408,199.27	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Bid Price	\$	408,199.27
Four hundred eight thousand, one hundred ninety-nine dollars and 27/100		

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC04645 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

TCLM ENTERPRISE, INC.

By:

[Signature]



[Printed name]

Christina Love Basile

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Mario C. Basile

Title:

Vice President

Submittal Date:

4/30/2024

Address for giving notices:

TCLM ENTERPRISE, INC.

13720 Hamlin Blvd

West Palm Beach, FL 33412

Telephone Number:

561-248-1470

Fax Number:

—

Contact Name and e-mail address:

Christina Love Basile

tclm.tina@gmail.com

Bidder's License No.:

CGC046458

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



561-248-1470

BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM 00410 - Bid Form

**Attachment #1
Signed Addendums**



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

DAVIS ROAD & ALEMEDA DRIVE STORMWATER IMPROVEMENTS

Addendum No. 1

April 16, 2024

BIDS DUE: 2:00 PM, Local Time, 04/30/2024

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **Davis Road & Alemeda Drive Stormwater Improvements** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Section: None

IN THE SPECIFICATIONS

2. Section: Article 22 – Sales and Use Taxes, Item 22.01

Delete:

Article 22 – Sales and Use Taxes was inadvertently placed in the bid documents and shall be removed

Replace with:

None

Receipt acknowledged and conditions agreed to the 30th day of April, 2024.

TCLM Enterprise, Inc.

Bidder

By


Christina Love Basile

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 BID FORM, BIDDER TO VERIFY ALL QUANTITIES

END OF ADDENDUM



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

DAVIS ROAD & ALEMEDA DRIVE STORMWATER IMPROVEMENTS

Addendum No. 2

April 24, 2024

BIDS DUE: 2:00 PM, Local Time, 04/30/2024

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **Davis Road & Alameda Drive Stormwater Improvements** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Section: None

IN THE SPECIFICATIONS

2. Section00410: BID FORM

Delete:

BID FORM – The Bid Form in the bid documents has been revised and shall be removed

Replace with:

Addendum 2 - Bid Form

Receipt acknowledged and conditions agreed to the 30th day of April, 2024.

TCLM Enterprise, Inc.

Bidder



By

Christina Love Basile

ATTACHMENTS

ATTACHMENT 1 BID FORM

END OF ADDENDUM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

TCLM ENTERPRISE INC.

13720 Hamlin Blvd

West Palm Beach, FL 33412-2676

SURETY (Name, and Address of Principal Place of Business):

The Gray Casualty & Surety Company

PO Box 6202, Metairie, LA 70009-6202

1625 West Causeway Approach, Mandeville, LA 70471

OWNER (Name and Address):

Village of Palm Springs

226 Cypress Lane

Palm Springs, FL 33461

BID

Bid Due Date: April 30, 2024

Description (Project Name— Include Location):

Bid No. 2024B-006, Davis Road & Alameda Drive Drainage Improvements, Palm Springs, FL

BOND

Bond Number: N/A

Date: April 30, 2024

Penal sum Five Percent of Amount Bid----- \$ (-----5%-----)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

TCLM ENTERPRISE INC.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Christina Love Basile

Print Name

President

Title

Attest:

Signature

Title

WITNESS

SURETY

The Gray Casualty & Surety Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Jeffrey W. Reich*

Print Name

Attorney-In-Fact & FL Licensed Resident Agent

Title *Inquiries:407-786-7770

Attest:

Signature Steve Engelhart

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this

PENAL SUM FORM

Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 The owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: TCLM ENTERPRISE INC.

Project: Bid No. 2024B-006, Davis Road & Alameda Drive Drainage Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

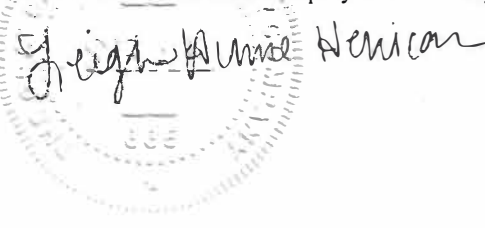


Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of April, 2024.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 30th day of April, 2024.





FLORIDA SURETY BONDS, INC.

Maitland, FL
407-786-7770

www.FloridaSuretyBonds.com

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) <u>RINKER MATERIALS</u> <u>131 NW 118th Ave, Miami 33178</u>	<u>RCP Pipe</u>
(2) <u>CONCRETE PRODUCTS OF THE PALM BEACHES</u> <u>931 Village Blvd, Suite 905-270, West Palm Beach 33409</u>	<u>Precast Structures/Endwall/Outfall</u>
(3) <u>TSFGeo</u> <u>2765 Vista Parkway, Suite 10, West Palm Beach 33411</u>	<u>Geotech</u>
(4) <u>PATHWAY</u> <u>6797 Augusta Ct, West Palm Beach 33412</u>	<u>Concrete Flat Work</u>
(5) <u>SUNSHINE SERVICES UNLIMITED, INC.</u> <u>8371 McAllister Way, West Palm Beach, FL 33411</u>	<u>Asphalt/Mill & Overlay</u>
(6) <u>CAULFIELD & WHEELER, INC.</u> <u>7900 Glades Rd, Suite 100, Boca Raton 33434</u>	<u>Survey/Layout</u>
(7) <u>DAN GRIFFIN SOD CO., INC.</u> <u>2938 Seminole Pratt Whitney Rd, Loxahatchee 33470</u>	<u>Sod</u>

BIDDER: TCLM ENTERPRISE, INC.
By: 
Name: Christina Love Basile

00431-1

TABULATION OF SUBCONTRACTORS
AND SUPPLIERS

Title: President/Treasurer

Date: 4/30/2024

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

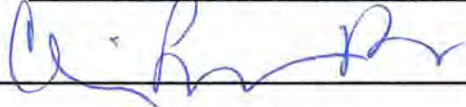
	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>1,500.00</u>
2. Special Shoring	\$ <u>None</u>

Identify method of compliance for Item #1: Trench Box

Identify or attach a copy of Special Shoring Requirements for Item #2: None

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: TCLM ENTERPRISE, INC.

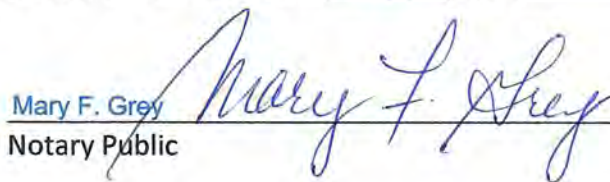
By: 

Name: Christina Love Basile

Title: President/Treasurer

Sworn to and subscribed before me this 30th day of April, 2024.

Mary F. Grey
Notary Public





My Commission Expires: HH 277310 07/11/2026

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: TCLM ENTERPRISE, INC.

Address: 13720 Hamlin Blvd

West Palm Beach, FL 33412

2. SUBMITTED TO:

Village Clerks Office

3. SUBMITTED FOR:

ITB 2024B-006

Owner: Village of Palm Springs

Project Name: Davis Road & Alameda Drive Stormwater Improvements

TYPE OF WORK: Project consists of demolition of existing storm drainage and new
stormwater system, R-O-W improvements and roadway restoration.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Christina Love Basile

Title: President/Treasurer

Phone: 561-248-1470

Email: tclm.tina@gmail.com

5. **AFFILIATED COMPANIES:**

Name: N/A

Address: _____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: N/A

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: N/A

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: Florida

Date of Organization: 09/09/2010

Executive Officers:

- President: Christina Love Basile

- Vice President(s): Mario C. Basile

- Treasurer: Christina Love Basile

- Secretary:

Thomas Edgar Richardson

☐ LIMITED LIABILITY COMPANY

State of Organization:

N/A

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

N/A

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. **LICENSING**

Jurisdiction: Florida

Type of License: Certified General Contractor

License Number: CGC046458

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: N/A

Woman Owned Enterprise: N/A

Small Business Enterprise: Yes (Palm Beach County)

Other (N/A): N/A

9. **BONDING INFORMATION**

Bonding Company: The Gray Casualty & Surety Company

Address: 1625 West Causeway Approach
Mandeville, LA 70471

Bonding Agent: Florida Surety Bonds

Address: 620 N Wymore Road, Suite 200
Maitland, FL 32751

Contact Name: Kim Niv

Phone: 407-478-6836

Aggregate Bonding Capacity: \$5M

Available Bonding Capacity as of date of this submittal: \$5M

10. FINANCIAL INFORMATION

Financial Institution: PNC Bank

Address: 7020 Seminole Pratt-Whitney Road

Loxahatchee, FL 33470

Account Manager: Amber Osborn

Phone: 561-422-1818

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has the firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment detail including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment detail including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment detail including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Mario C. Basile

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. **NONE**

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. **NONE**

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2019</u>	EMR	<u>.89</u>
YEAR	<u>2020</u>	EMR	<u>.85</u>
YEAR	<u>2021</u>	EMR	<u>.88</u>
YEAR	<u>2022</u>	EMR	<u>.83</u>
YEAR	<u>2023</u>	EMR	<u>.77</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2019</u>	TRFR	<u>0</u>
YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2021</u>	TRFR	<u>0</u>
YEAR	<u>2022</u>	TRFR	<u>0</u>
YEAR	<u>2023</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>35,556</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>38,232</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>41,110</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>43,274</u>
YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>45,552</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2019</u>	DART	<u>0</u>
YEAR	<u>2020</u>	DART	<u>0</u>
YEAR	<u>2021</u>	DART	<u>0</u>
YEAR	<u>2022</u>	DART	<u>0</u>
YEAR	<u>2023</u>	DART	<u>0</u>

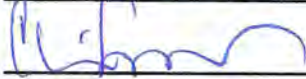
13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: TCLM ENTERPRISE, INC.

BY:  Christina Love Basile

TITLE: President/Treasurer

DATED: 4/30/2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 30th DAY OF April, 2024


NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: HH 277310 07/11/2026



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #1
Schedule A (Current Experience)**

CURRENT EXPERIENCE

SCHEDULE A

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Benoist Farms Road - Roadway (SR-80 to Belvedere Rd) G.C: Rosso Site Development Tom Pastore, Project Manager 561-689-0889	Name: Zach King, P.E. Chief Construction Coordinator PBC Engineering & Public Works 2300 N Jog Rd, West Palm Beach, FL 33411 Telephone: Ph:561-684-4178	Name: Denys Avila, Project Manager Scalar Consulting Group Inc. Company: 5713 Corporate Way, #200 West Palm Beach, FL 33407 Telephone561-429-5065	10/20/2022	Roadway Widening, New Stormwater System & Upgrades of Existing Storm Water System Components	81% Complete, Pending FPL Pole Relocations & Traffic Switch	\$762,361
Benoist Farms Road - Utilities (SR-80 to Belvedere Rd) GC: Rosso Site Development Tom Pastore, Project Manager 561-689-0889	Name: Zach King, P.E. Chief Construction Coordinator PBC Engineering & Public Works 2300 N Jog Rd, West Palm Beach, FL 33411 Telephone: Ph:561-684-4178	Name: Eduardo Duran, P.E. Mock Roos & Associates, Inc. Company: 5720 Corporate Way West Palm Beach, FL 33407 Telephone561-683-3113	10/20/2022	Removal & Replacement of Existing WM and FM Utilities, & Utility Relocations	78% Complete, Pending Traffic Pattern Change	\$2,309,587
Palmetto Park Road SW 7th Ave to SW 5th Ave G.C. - Ranger Construction Ind. Alejandro Uribe, Project Manager 561-793-9400	Name: Zach King, P.E. Chief Construction Coordinator PBC Engineering & Public Works 2300 N Jog Rd, West Palm Beach, FL 33411 Telephone: Ph:561-684-4178	Name: Christopher Holmes, P.E. Wantman Group, Inc. Company: 2035 Vista Parkway West Palm Beach, FL 33411 Telephone561-687-222	07/06/2021	Stormwater System Improvements, Removal & Replacement of Existing WM & FM Utilities, Bridge Replacement	94% Complete, Pending Bridge Completion for Final Utility Placement	\$890,584
Avenir - Pod 7 Palm Beach Gardens G.C. - Pipeline Utilities, Inc. Austin Tyo, Project Manager 561-842-8833	Name: Pulte Home Company, LLC 1475 Centrepark Blvd, Suite 140 Palm Beach Gardens, FL 33401 Address: Telephone: 561-677-2878	Name: Randy Wertepny Keshavarz & Associates, Inc. Company: 711 North Dixie Hwy, Suite 201 West Palm Beach, FL 33401 Telephone561-689-8600	1/31/2024	New Water Main & Sanitary Sewer Installation	65% Complete	\$189,488
Cresswind - Phase 5 City of Westlake, FL G.C. - Pipeline Utilities, Inc. Austin Tyo, Project Manager 561-842-8833	Name: KH Westlake, LLC 4807 PGA Boulevard Palm Beach Gardens, FL 33418 Address: Telephone: 561-515-4450	Name: Paul Anton Buri Simmons & White Company: 2581 Metrocentre Blvd West, Suite 3 West Palm Beach, FL 33407 Telephone561-478-7848	3/15/2024	New Water Main, Sanitary Sewer and Storm Drainage Installation	4% Complete	\$948,070
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

EJCDC® C-451, Qualifications Statement.

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Page 1 of 4



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #2
Schedule B (Previous Experience)**

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Swain Blvd North - Phase 1 PBCWUD #23-531 TCLM as Prime	Name: Carlos Cedeno City of Greenacres Address: 5800 Melaleuca Lane, Greenacres, FL 33463 Telephone: 561-642-2071	Name: Zach Gamble Craven Thompson & Assoc Company: 4723 W Atlantic Blvd, #A12 Delray Beach, FL 33445 Telephone: 561-501-5718	5/2023	New Sanitary Sewer System Installation	Completed 3/2024	\$1,629,528
Florida Mango Road Utility Relocation Project (Edgewater Drive to Barbados Road) TCLM as Prime	Name: Walter Sanchez Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Telephone: 561-584-8200 Extn 8713	Name: Christopher Holmes, P.E. Wantman Group, Inc. Company: 2035 Vista Parkway West Palm Beach, FL 33411 Telephone: 561-687-222	1/2022	Relocation of 8" WM & 16" FM	Completed 9/2023	\$671,547
Original Section Drainage Improvements - Phase 8 TCLM as Prime	Name: Carlos Cedeno City of Greenacres Address: 5800 Melaleuca Lane, Greenacres, FL 33463 Telephone: 561-642-2052	Name: Zach Gamble Craven Thompson & Assoc Company: 4723 W Atlantic Blvd, #A12 Delray Beach, FL 33445 Telephone: 561-501-5718	5/2022	Stormwater System Improvements & Restoration	Completed 9/2022	\$361,335
Original Section Drainage Improvements - Phase 7 TCLM as Prime	Name: Carlos Cedeno City of Greenacres Address: 5800 Melaleuca Lane, Greenacres, FL 33463 Telephone: 561-642-2052	Name: Zach Gamble Craven Thompson & Assoc Company: 4723 W Atlantic Blvd, #A12 Delray Beach, FL 33445 Telephone: 561-501-5718	6/2021	Stormwater System Improvements & Restoration	Completed 9/2021	\$213,485
Frost Lake Outfall Project TCLM as Prime	Name: Walt Sanchez Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Telephone: 561-584-8200 Extn 8713	Name: Adam Sweeney Engenuity Group, Inc. Company: 1280 N Congress Ave, #101 West Palm Beach, FL 33409 Telephone: 561-655-1151	1/2020	Drainage Repair, RCP & CMP Pipe and Restoration	Completed 3/2020	\$79,563
Alemeda Drive / Miller Road TCLM as Prime	Name: Walt Sanchez Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Telephone: 561-584-8200 Extn 8713	Name: Randy Werstepny Keshavarz & Associates Company: 711 N Dixie Hwy, #201 West Palm Beach, FL 33401 Telephone: 561-689-8600	8/2019	Stormwater System Improvements & Restoration	Completed 11/2019	\$151,150
Cypress Lane Improvements TCLM as Prime	Name: Walt Sanchez Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Telephone: 561-584-8200 Extn 8713	Name: Adam Sweeney Engenuity Group, Inc. Company: 1280 N Congress Ave, #101 West Palm Beach, FL 33409 Telephone: 561-655-1151	4/2019	Drainage & Water Improvements	Completed 8/2019	\$208,457

EJCDC® C-451, Qualifications Statement.

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
TCLM as Subcontractor to G.C.	Name: Brian Carver, Vice President Address: Belvedere Contracting, Inc. 103 Jupiter Park Lane, #5 Jupiter, FL 33458 Telephone: 561-747-6637	Name: Various Company: Telephone:	Please see attached project listing.			
TCLM as Subcontractor to G.C.	Name: Randy Stringer, Vice President Address: Centerline, Inc. 2180 SW Poma Drive Palm City, FL 34990 Telephone: 561-689-3917	Name: Various Company: Telephone:	Please see attached project listing.			
TCLM as Subcontractor to G.C.	Name: Alex Guisinger, Proj. Manager Address: Johnson Davis, Inc. 604 Hillbrath Drive Lantana, FL 33462 Telephone: 561-588-1170	Name: Various Company: Telephone:	Please see attached project listing.			
TCLM as Subcontractor to G.C.	Name: Gary Ducote, Vice President Address: Pipeline Utilities, Inc. 3610 Fiscal Ct Riviera Beach, FL 33404 Telephone: 561-842-8833	Name: Various Company: Telephone:	Please see attached project listing.			
TCLM as Subcontractor to G.C.	Name: Multiple Project Managers Address: Ranger Const. Industries 1645 N Congress Ave West Palm Beach, FL 33409 Telephone: 561-793-9400	Name: Various Company: Telephone:	Please see attached project listing.			
TCLM as Subcontractor to G.C.	Name: Tom Pastore, Proj. Manager Address: Rosso Site Development 1302 South J Street Lake Worth, FL 33460 Telephone: 561-689-0889	Name: Company: Telephone:	Please see attached project listing.			
	Name: Address: Telephone:	Name: Company: Telephone:	Please see attached project listing.			

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Brian Carver, Vice President
BELVEDERE CONTRACTING, INC
103 Jupiter Park Lane, #5
Jupiter, FL 33458
561-747-6637

[illegible]

Randy Stringer, Vice President
CENTERLINE UTILITIES, INC.
2180 SW Poma Drive
Palm City, FL 34990
561-689-3917



561-248-1470

[illegible]

Alex Guisinger, Project Manager
JOHNSON DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
561-588-1170



561-248-1470

[illegible]

Gary Ducote, Vice President
PIPELINE UTILITIES, INC.
3610 Fiscal Ct
Riviera Beach, FL 33404
561-842-8833



561-248-1470

[illegible]

RANGER CONSTRUCTION INDUSTRIES
1645 N Congress Avenue
West Palm Beach, FL 33409
561-793-9400



Greg Reilly, Project Manager
Alejandro Uribe, Project Manager
Paige Weeks, Project Manager
Edwin Jacobs, Project Manager

561-248-1470

[illegible]

Tom Pastore, Project Manager
ROSSO SITE DEVELOPMENT
1302 South J Street
Lake Worth, FL 33460
561-689-0889



561-248-1470

[illegible]



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #3
Schedule C (Major Equipment)**

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
Volvo Excavator 145EL	2019	Excellent	\$100,000
Volvo 355 Excavator	2019	Excellent	\$235,843
Komatsu PC 228 Excavator	2007	Good	\$42,000
Volvo L90H	2023	Excellent	\$233,000
Doosan Compact Excavator	2023	Excellent	\$63,368
Linkbelt Spin Ace 75 Excavator	2011	Good	\$30,000
Volvo L70 Loader	2014	Excellent	\$100,000
Komatsu WA 250 Loader	2009	Good	\$35,000
Volvo L45 Compact Loader	2020	Excellent	\$120,000
Komatsu CK 35 Track Loader	2009	Good	\$25,000
Bomag Roller	2019	Excellent	\$19,024
Ingersoll Rand Roller	2008	Good	\$25,000
12" Thompson Wellpoint Pump	1999	Good	\$15,000
8" Thompson Wellpoint Pump	1999	Good	\$10,000
Asphalt Zipper	2000	Good	\$5,500
Broce Sweeper Laymoor	2013	Good	\$13,000
Excellent - New/Comparable to New			
Good - Productive Remaining Lifetime			



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #4
Federal Tax Return - Schedule "K"
Years - 2022, 2021 & 2020**



**EXEMPT PER
F.S. CHAPTER 119**



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #5
Evidence of Authority**

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P10000074280

Entity Name: TCLM ENTERPRISE INC.

Current Principal Place of Business:

13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Current Mailing Address:

13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412 US

FEI Number: 27-3454446

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LOVE BASILE, CHRISTINA
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PT
Name LOVE BASILE, CHRISTINA
Address 13720 HAMLIN BLVD
City-State-Zip: WEST PALM BEACH FL 33412

Title VPD
Name BASILE, MARIO C
Address 13720 HAMLIN BLVD
City-State-Zip: WEST PALM BEACH FL 33412

Title S
Name RICHARDSON, THOMAS EDGAR
Address 15476 60TH PLACE NORTH
City-State-Zip: LOXAHATCHEE FL 33470

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHRISTINA LOVE BASILE

PT

02/07/2024

Electronic Signature of Signing Officer/Director Detail

Date

Sep 09 08 02:04p

A1a Incorporation

13055752811

P10000074280

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000200462 3)))



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To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : CSH SERVICES, LLC
Account Number : I20070000160
Phone : (800) 494-3124
Fax Number : (561) 455-9885

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION

TCLM Enterprise Inc.

Certificate of Status	0
Certified Copy	0
Page Count	02
Estimated Charge	\$70.00

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10 SEP -9 PM 4:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

MRD 9/10

#100002004623

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be:

TCLM ENTERPRISE INC.

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailling address is:

13720 HAMLIN BLVD
WEST PALM BEACH, FLORIDA 33412

ARTICLE III PURPOSE

The purpose for which the corporation is organized is to engage in any activity or business permitted under the laws of the State of Florida.

ARTICLE IV SHARES

The number of shares of stock is:

1,500 COMMON SHARES PAR VALUE \$0.01

ARTICLE V INITIAL OFFICERS / DIRECTORS (optional)

The name(s), address(es), and title(s) of the directors and officers is:

PRESIDENT, SECRETARY, TREASURER
CHRISTINA LOVE BASILE
13720 HAMLIN BLVD
WEST PALM BEACH, FLORIDA 33412

VICE-PRESIDENT
MARIO C BASILE
13720 HAMLIN BLVD
WEST PALM BEACH, FLORIDA 33412

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H1000002004623

PAGE 2 TCLM ENTERPRISE INC.

ARTICLE VI REGISTERED AGENT

The name and Florida street address of the registered agent is:

CHRISTINA LOVE BASILE
13720 HAMLIN BLVD
WEST PALM BEACH, FLORIDA 33412

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VII INCORPORATOR

The name and street address of the incorporator is:

CHRISTINA LOVE BASILE
13720 HAMLIN BLVD
WEST PALM BEACH, FLORIDA 33412

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Christina Love Basile
CHRISTINA LOVE BASILE / Registered Agent

9-9-10
Date

Christina Love Basile
CHRISTINA LOVE BASILE / Incorporator

9-9-10
Date

P100000 74280

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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S TALLENT

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19 APR -3 PM 11:07
S. TALLENT

Amend

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: TCLM Enterprise, Inc.

DOCUMENT NUMBER: P1000074280

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Christina Basile
Name of Contact Person
TCLM Enterprise, Inc.
Firm/ Company
13720 Hamlin Blvd
Address
West Palm Beach, Florida 33412
City/ State and Zip Code

tclm.tina@gmail.com ✓
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Christina Basile at (561) 248-1470
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| ☒ \$35 Filing Fee | ☐ \$43.75 Filing Fee &
Certificate of Status | ☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | ☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed) |
|---|--|---|--|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

TCLM Enterprise Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P10000074280

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

N/A

(Florida street address)

New Registered Office Address:

N/A

Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

(Attach additional sheets, if necessary). (Be specific)

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(if not applicable, indicate N/A)

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3/29/2019

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☒ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

3/29/2019
Dated _____

Signature Christina Love Basile
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Christina Love Basile

(Typed or printed name of person signing)

President/Treasurer

(Title of person signing)



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #6
Resumes of Officers & Key Individuals**

Christina Basile

13720 Hamlin Blvd West Palm Beach, Florida 33412 | 561-248-1470 | tclm.tina@gmail.com

Objective

- To run my own business

Education

SOME COLLEGE AND SPECIAL TRAINING IN THE MEDICAL FIELD

| GOLD COAST SCHOOL OF CONSTRUCTION

- Financial Responsibility & Stability in Construction
- 14 hour course completed 2017
- Sunshine 811 ITE Training

Skills & Abilities

MANAGEMENT

- In the past I have successfully ran a summer program with over 13 employees, I have worked in the medical field for over 15 years. And have five children three of which have graduated college and are all successful with their jobs. With 2 children now old enough I felt it was time to pursue my new career.

COMMUNICATION

- I have been speaking with vendors, Insurance, Payroll and various sub- contractors to get this company going.

LEADERSHIP

- I currently coach several youth football teams, I run an adult flag football league and I volunteer at my children's school.
- I'm a mother of five amazing children.

Experience

FRONT OFFICE & BACK OFFICE ASSISTANT | AKA SERVICES | JAN,2017- AUG. 2017

- I began to learn in the office so that I would have the experience needed to run my own company
- I have been successfully building our company from the ground up
- I obtained SBE certification in 2018 & have recertified our company in 2021
- I am currently studying for my underground utility license

Responsibilities

Project set up, initiating and tracking change orders, project billing, executing close out of jobs, initiating and following up on locates, moving equipment ordering supplies needed for jobs, office supply ordering, working with payroll, insurance and vendors.

Mario Basile
13720 Hamlin Blvd
West Palm Beach, FI 33412

1995 to 2017	Employer	AKA Services, Inc. 1551 Okeechobee Blvd. Loxahatchee, FI 33470
	Duties	Project Management, and supervision of all construction, earthwork, paving, and utility projects.
2017 to present	Employer	TCLM Enterprise, Inc. 13720 Hamlin Blvd West Palm Beach, FI 33412
	Duties	Project Management, estimating, and supervision of all construction, earthwork, and utility projects, as well as business management.

Thomas E Richardson
511 Quincy Avenue
Fort Pierce, FL 34950

1995 to 2017	Employer	AKA Services, Inc. 1551 Okeechobee Blvd. Loxahatchee, FL 33470
	Duties	Estimating, Project Management, and supervision of construction of all construction, earthwork, paving, and utility projects.
2017 to 2018	Employer	Pipeline Utilities, Inc. 3610 Fiscal Court Riviera Beach, FL 33404
	Duties	Estimating utility projects.
2018 to Present		TCLM Enterprise, Inc. 13720 Hamlin Blvd West Palm Beach, FL 33412
	Duties	Estimating, project management and supervision of construction projects.

MARY F. GREY
7007 Houlton Circle
Lake Worth, FL 33467
Mobile: (561) 654-1180
E-mail: harleyx2@hotmail.com

Experienced professional with 29 years of experience concentrating in the construction of underground utilities and roadways for county and local municipal capital improvement programs, the rehabilitation of existing utilities, private sector community, and commercial development projects. Organized, detail-oriented, initiative-taker, able to multi-task and prioritize effectively to accomplish a wide range of tasks, produce quality results and consistently meet deadlines. A dependable, hard-working, team-player with effective communication skills.

SKILLS:

- Generate all project related correspondence, set-up, and maintenance of project files.
- Schedule development and maintenance.
- Estimating take-offs, plan and shop drawing review and tracking.
- Field measurements, verification, preparation of "red-line" as-built drawings of the installed improvements, review of as-built record drawings assuring adherence to agency requirements.
- Evaluation and selection of vendors and sub-contractors, prepare purchase orders and sub-contracts.
- Job cost accounting, reconciliation, and budget maintenance.
- Verification of labor, equipment and materials received pricing, and account/cost coding to appropriate budget allocations.
- Obtain permits from necessary agencies and ensure expedient permit close-out at project completion.
- Prepare project manuals for use by field personnel, incorporating all appropriate documentation in accordance with their discipline.
- Preparation of RFI's, RFQ's, RCO's, PCO's, CO's, FWO's, time and material billings, and pay application requests with all supporting documentation.
- Bid coordinator, preparation of bid submittal packages.
- Build, facilitate and maintain strong client relationships.
- Strong reputation for being trust-worthy and reliable both in verbal and written representation of employer.
- Notary Public

EXPERIENCE:

TCLM Enterprise Inc. West Palm Beach, FL Project Manager	6/2023 - Present
DP Development, LLC Palm Springs, FL Project Manager/Bid Coordinator	9/2014 - 6/2023
Man Con, Incorporated Deerfield Beach, FL Assistant Project Manager	2/2011 – 9/2014
Foster Marine Contractors, Inc. Pompano Beach/West Palm Beach, FL Project Manager	12/2002 – 1/2011
Ryan Incorporated Eastern Deerfield Beach, FL Assistant Pipe Division Manager/Project Manager	2/1995 – 12/2002



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #7
Required Safety Program Submittal**

Section 1

Management Commitment and Involvement

Policy Statement

The management of this organization is committed to providing a safe and productive work environment and to fostering the well-being and health of its employees. It is the policy of this organization that employees report unsafe conditions and work-injuries, and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. Such reports will not result in retaliation, discrimination, penalty or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against any employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation and maintenance of our workplace safety program has been assigned to:

Name: CHRISTINA BASILE Phone: 561-248-1470

Senior management will be actively involved with employees in establishing and maintaining an effective safety program. Our safety program coordinator, members of our management team or I will participate with you or your department's employee representative in ongoing safety and health program activities, which include:

- Promoting safety committee participation.
- Providing safety and health education and training.
- Reviewing and updating workplace safety rules.

This policy statement serves to express management's commitment to and involvement in providing our employees a safe workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of employment.

Signature of CEO/President Date

Section 2

Safety Committee

Safety Committee Organization

A safety coordinator and/or a safety committee has been established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of an equal representation of supervisory and nonsupervisory members of our organization.

Safety Program Coordinator Nonsupervisory Employee Member: Christina Basile

Supervisory Employee Member: Mario Basile Nonsupervisory Employee Member: Christina Basile

Responsibilities The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings and employee reports of unsafe conditions or work practices, in addition to accepting and addressing anonymous complaints and suggestions from employees.

The safety committee will also be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee will be responsible for assisting management in evaluating employee accident and illness prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and will be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

In a very small company, a safety coordinator can be appointed as the responsible party to satisfy the committee requirements for the Workplace Safety Program Premium Credit.

Meetings

Safety committee meetings are held quarterly or more often, if needed. The safety program coordinator will post the minutes of each meeting (see following page) within one week of each meeting.

Section 3

Safety and Health Training

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this safety program, through his or her supervisor, for review and future reference. Each employee will be given a personal copy of the safety rules, policies and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer any employee questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual.

All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

All training will be documented, and records are maintained.

Job-Specific Training

- Supervisors will initially train employees on how to perform assigned job tasks safely.
 - Supervisors will carefully review with each employee the specific safety rules, policies and procedures that are applicable and that are described in the workplace safety manual.
 - Supervisors will give employees verbal instructions and specific directions on how to perform the work safely.
 - Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices or remedial instruction to correct training deficiencies before an employee is permitted to perform the work without supervision.
 - All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
 - Supervisors will review safe work practices with employees before permitting the performance of new, non-routine or specialized procedures.

Periodic Retraining of Employees

All employees will be retrained periodically on safety rules, policies and procedures, and when changes are made to the workplace safety manual.

Individual employees will be retrained after a work-related injury caused by an unsafe act or work practice, and/or when a supervisor observes employees displaying unsafe acts, practices or behaviors.

Section 4

Safety Inspections

It is up to all employees to maintain safe working conditions.

Checklists for safety inspections ensure that important items are not overlooked. Inspections identify areas of risk.

OSHA recommends general workplace inspections but certain inspections are required. Be sure to check the standards to know what you must do in your facility.

Safety directors/supervisors should continually monitor work areas, and scheduled inspections should be documented and completed on a regular basis. Written reports of these inspections should be kept on file.

Management should make periodic inspections, announced and unannounced.

Self-inspection checklists are available on the OSHA website at www.osha.gov. They also may be supplied by vendors or can be developed by your organization.

The following suggestions of generic checklists may assist you in creating your own. Be sure to mention the date, time, facility and inspector completing the safety inspection. Your checklist should include satisfactory, unsatisfactory and not applicable columns for all items on the list.

Doors Personnel Training Windows Stairs Walking – Working Surfaces Personal Protective Equipment Lighting Flammable and Combustible Materials Fire Hazards Hand and Portable Powered Tools Electrical Boxes Lockout/Tag-out Procedures Flammable Liquids Confined Spaces Emergency Exits: Hazard Communication

Marked Properly Electrical

Unobstructed Building and Grounds Conditions First-Aid Kits

Heating and Ventilation Required OSHA Recordkeeping Safety and Health Programs Fire Extinguishers: Accessible & Charged Required Posters

Section 5

Preventive Maintenance

Preventive maintenance is a schedule of planned inspections to prevent breakdowns and equipment failures before they happen. Inspections should be performed at regularly scheduled times.

Preventive maintenance programs can help avoid most equipment failures. Provide regular equipment maintenance to prevent breakdowns that can create hazards.

Preventive and regular maintenance should be documented and tracked to completion.

During preventive maintenance, workers can document damage or wearing of parts or equipment to repair or replace parts before they cause a failure or injuries.

Without a preventive maintenance program, you could lose productivity, and costs may escalate.

Section 6

First-Aid Procedures

Emergency Contact Information Safety Coordinator: Poison Control:

First-Aid Response: Fire Department:

Medical Clinic: Police:

Clinic Address: Ambulance:

Minor First-Aid Treatment First-aid kits are kept _in office_____ and in all service vehicles. If you sustain an injury or are involved in an accident requiring minor first-aid treatment:

- Inform your supervisor.
- Administer/Have someone administer first-aid treatment to the injury or wound.
- If a first-aid kit is used, indicate usage on an accident investigation report.
- Provide details for the completion of an accident investigation report.

Note that access to use of a first-aid kit is not intended to be a substitute for medical attention.

Nonemergency Medical Treatment For nonemergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
 - Proceed to the medical facility posted above. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of an accident investigation report.

Emergency Medical Treatment If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a coworker.
 - Use the emergency telephone numbers and/or call 9-1-1. Administer first-aid treatment to the injury or wound until emergency personnel arrives.
- Provide details for the completion of an accident investigation report.

First-Aid Training Each employee will receive training and instructions from his or her supervisor regarding our first-aid procedures.

FIRST-AID INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call 9-1-1 or have a coworker call to request emergency medical assistance. Be sure to use required blood- borne pathogen procedures while administering first aid.

Wounds Minor: Cuts, lacerations, abrasions or punctures

- Wash the wound using soap and water; rinse it well.
 - Cover the wound using a clean dressing. Major: Large, deep and bleeding wounds
- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
 - Keep pressure on the wound until medical help arrives. Broken Bones
- Do not move the victim unless it is absolutely necessary.
 - If the victim must be moved, splint the injured area. Use a board, cardboard or rolled newspaper as a splint. Burns

Thermal (Heat)

- Rinse the burned area without scrubbing it and immerse it in cold water. Do not use ice water.
 - Blot dry the area and cover it using sterile gauze or a clean cloth. Chemical

Immediately flush the exposed area with cool water for 15 to 20 minutes. Eye

Injury

Small particles

- Do not rub your eyes.
 - Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water. Large or stuck particles
- If a particle is stuck in the eye, do not attempt to remove it.
 - Cover both eyes with a bandage. Chemical

Immediately irrigate the eyes and under the eyelids with water for 30 minutes.

Neck or Spine Injury

If the victim appears to have injured the neck or spine or is unable to move an arm or leg, do not attempt to move the victim unless it is absolutely necessary. Heat Exhaustion

- Loosen any tight clothing that may be on the victim.
- Give the victim sips of cool water.
- Make the victim lie down in a cooler place with feet raised.

Section 7

Accident Investigation

Accident Investigation Procedures An accident investigation will be performed by a supervisor at the location where the accident occurred. The safety coordinator is responsible for ensuring that an accident investigation report is being filled out completely and that any recommendations are addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any additional employee injuries.
 - Review the equipment, operations and processes to gain an understanding of the accident situation.
 - Identify and interview each witness and any other person who might provide clues to the accident's cause(s).
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

See 29 C.F.R. § 1960.29(d) (2016) ("The investigative report of the accident shall include appropriate documentation on date, time, location, description of operations, description of accident, photographs, interviews of employees and witnesses, measurements, and other pertinent information. A copy of the investigative report required by this section shall be forwarded to the official in charge of the workplace, the appropriate safety and health committee, and the exclusive employee representative, if any. The investigative report shall be made available to the Secretary or his authorized representative on request.").

Accident investigation reports must be submitted to the safety coordinator within 24 hours of the accident.

Per OSHA's Recordkeeping Regulation, CFR 1904.39: as of January 1, 2015, all employers must report

1. All work-related fatalities within 8 hours.
2. All work-related inpatient hospitalizations, all amputations and all losses of an eye within 24 hours.

You can report to OSHA by:

1. Calling OSHA's free and confidential number at 1-800-321-OSHA (6742).
2. Online forms can be found at www.osha.gov

To be completed by the injured employee Claim number_____

Name Hire Date Age Sex

Street City State Phone

Describe your injury

Describe, in detail, what you were doing and what happened when the incident occurred. (Attach additional sheets if needed.)

Employee Signature Date

To be completed by supervisor, manager, safety professional, etc.

Time and date of incident Date Reported Injured Employee's job

title

Years of job experience

Injury Source

☐ Animal bite/scratch ☐ Burn ☐ Caught in/between ☐ Chemical exposure ☐ Cut or laceration ☐ Material handling ☐ Auto accident ☐ Slip, Trip, Fall ☐ Struck by or against ☐ Workplace violence ☐ Other:

Body part(s) affected

☐ Head ☐ Eye(s) ☐ Ear(s) ☐ Back/Neck ☐ Arm/shoulder ☐ Hand/finger ☐ Chest/torso ☐ Leg/knee/ankle/foot ☐ Lung(s)

Relevant training received

Subject Date

Location of incident Nature of Injury

Type of incident

☐ First Aid ☐ Medical treatment ☐ Lost work Day(s) ☐ Fatality ☐ Near-miss

Witnesses

Report to: JDA Insurance Group Att: Loss Prevention Team 120 N Federal Hwy #301 Lake Worth, FL 33460

To be completed by supervisor, manager, safety professional, etc.

Describe the incident, in detail, as determined by investigation. (Attach additional sheets, if needed.)

Root cause analysis 1. Identify all contributing factors. 2. For each, ask "Would the incident have happened if this particular factor was not present?" If the answer is "No," then it is a root cause (RC). 3. For nearly every incident, there are multiple root causes/contributing factors

Manpower

Yes No Failure to follow rule

Failure to use PPE

Improper use of Tool Horseplay

Distracted

Fatigue/Stress/Frustration

Corrective actions

Action Due Date Person responsible

Date Manager Date Safety Professional Date Supervisor

Report to: JDA Insurance Group Att: Loss Prevention Team 120 N Federal Hwy #301 Lake Worth, FL 33460
Material

Yes No Defective Tool

Improperly guarded equip

Not properly trained Poor ventilation

Environmental (weather)

Poor design/layout

Management Systems

Yes No Not properly trained

Poor housekeeping

No/poor procedure Ineffective communicated

No/poor job planning

Heavy workload Long/unusual work hours

Name of injured employee Date of Incident

Name of witness Date of Statement

Were you in the area when the incident occurred? Yes No

Did you see the incident happen? Yes No

If "Yes" to either of the above, describe what you observed in detail.

How can a similar incident be prevented in the future?

Was an injury reported as a result of the incident? Yes No

Have you ever heard the injured employee ever complain of a similar injury or illness? Yes No Are you aware of any previous injuries/incidents, on or off the job, that the employee has had? Yes No

If so, describe.

I affirm that the above information is complete and accurate to the best of my knowledge.

_____ Witness signature Date

Report to: JDA Insurance Group Att: Loss Prevention Team 120 N Federal Hwy #301 Lake Worth, FL 33460

Section 8

Record-keeping Procedures

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of five (5) years and include:

- Accident Investigation Reports, see Section 7, page 17
- Workers' Compensation First Report of Injury or Illness
 - Log and Summary of Occupational Injuries and Illnesses as required by OSHA's Record-keeping Regulation, 29 CFR 1904.2:
- OSHA Form 300 (Rev. 1-2004): Log of Work Related Injuries and Illnesses
 - OSHA Form 300A (Rev. 1-2004): Summary of Work Related Injuries and Illnesses
- OSHA Form 301: Injury and Illness Incident Report

Employers must post the Summary (300A) in a visible location so that all employees can be made aware of the injuries and illnesses that occurred in their workplace.

If you have more than one location, you must post the Summary at each physical location. For more information, please visit www.osha.gov/recordkeeping.

Your business may be exempt

There are partially exempt industries that may not be required to keep OSHA injury and illness records. To find out if your business is exempt, please visit www.osha.gov/recordkeeping.

Section 9

Safety Rules, Policies and Procedures

These safety rules have been prepared to protect you in your daily work. Employees must follow these rules, review them often and use good common sense in carrying out assigned duties.

These safety rules shall include both general workplace safety rules and job-specific safety rules.

General workplace safety rules apply to all employees.

Job-specific rules are defined by occupational class, e.g., painter, clerk, carpenter, etc.

(Note to Employer: General and job-specific safety rules are to be determined based on the needs and exposures of your particular company and its employees. The following pages represent some common examples.)

ALL EMPLOYEES

Housekeeping

1. Use caution signs/cones to designate slippery areas. 2. Do not store or leave items on stairways. 3. Return tools to their proper storage places after using them. 4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment, such as fire extinguishers or fire alarms. 5. Do not place materials, such as boxes or trash in walkways and passageways. 6. Do not use gasoline for cleaning purposes. 7. Mop up water around water fountains, drink machines and ice machines.

General Lifting Procedures

1. Test the weight of the load before lifting by pushing the load along its resting surface. 2. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker. 3. Never lift anything if your hands are greasy or wet. 4. Wear protective gloves when lifting objects with sharp corners or jagged edges. 5. When lifting:

- Face the load.
 - Position your feet 6 inches to 12 inches apart with one foot slightly in front of the other.
- Bend at the knees, not at the back.
- Keep your back straight.
 - Get a firm grip on the object using your hands and fingers. Use handles when available.
- Hold the object as close to your body as possible.
- Lift smoothly and gradually; do not jerk the load.
 - If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
- Set down the object in the same manner as you picked it up, except in reverse.
 - Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

Ladders and Stepladders

1. Read and follow the manufacturer's instruction label affixed to the ladder, if you are unsure how to use the ladder. 2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads or other visible damage. 3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud. 4. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder. 5. Allow only one person on the ladder at a time.

6. Do not stand on the top two rungs of any ladder. 7. Do not stand on a ladder that wobbles or leans to the left or right of center or is crooked. 8. Do not try to “walk” a ladder by rocking it. Climb down the ladder and then move it. 9. Climbing a Ladder

a. Face the ladder when climbing up or down it. b. Do not carry items in your hands while climbing up or down a ladder. c. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.

Fueling Vehicles Safely

1. Turn the vehicle off before fueling. 2. Do not smoke while fueling a vehicle. 3. Wash hands with soap and water if you spill gasoline on them.

Driving Rules

1. Shut all doors and fasten your seat belt before moving the vehicle. 2. Obey traffic patterns and signs at all times. 3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles. 4. Do not leave keys in an unattended vehicle. 5. Avoid cell phone use while driving. 6. Do not text and drive.

OFFICE PERSONNEL

General Office Safety

1. Do not place material such as boxes or trash in walkways and passageways. 2. Do not throw matches, cigarettes or other smoking materials into trash baskets. 3. Do not kick objects out of your pathway; pick them up or push them out of the way. 4. Keep floors clear of items such as paper clips, pencils, tacks or staples. 5. Straighten or remove rugs and mats that do not lie flat on the floor. 6. Mop up water around water fountains and drink machines. 7. Do not block your view by carrying large or bulky items; use a dolly or hand truck or get assistance from a fellow employee. 8. Store sharp objects, such as pens, pencils, letter openers or scissors, in drawers or with the points down in a container. 9. Carry pencils, scissors and other sharp objects with the tips pointing down. 10. Use the ladder or step stool to retrieve or store items that are located above your head. 11. Do not run on stairs or take more than one step at a time. 12. Keep doors in hallways fully opened or fully closed. 13. Use handrails when ascending or descending stairs or ramps. 14. Obey all posted safety and danger signs.

Furniture Use

1. Open only one file cabinet drawer at a time. Close the filing cabinet drawer you were working in before opening another filing drawer in the same cabinet. 2. Use the handle when closing doors, drawers and files. 3. Put heavy files in the bottom drawers of file cabinets. 4. Do not tilt your chair on its back two legs while you are sitting in it. 5. Do not stand on furniture to reach high places.

Equipment Use

1. Do not use fans that have excessive vibration, frayed cords or missing guards. 2. Do not place floor fans in walkways, aisles or doorways. 3. Do not plug multiple electrical cords into a single outlet. 4. Do not use extension or power cords that have the ground prong removed or broken off. 5. Do not use frayed, cut or cracked electrical cords. 6. Use a cord cover or tape down cords when running them across aisles, between desks or across entrances or exits.



BID NO.: 2024B-006

**DAVIS ROAD & ALEMEDA DRIVE
DRAINAGE IMPROVEMENTS**

FORM C-451 - Qualifications Statement

**Attachment #8
Licenses, Certifications & Insurance**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RICHARDSON, THOMAS EDGAR

TCLM ENTERPRISE INC.
13720 HAMLIN BLVD
WEST PALM BEACH FL 33412

LICENSE NUMBER: CGC046458

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Select Year: 2012

The 2012 Florida Statutes

Title XXXII REGULATION OF PROFESSIONS AND OCCUPATIONS

Chapter 489 View Entire Chapter CONTRACTING

489.113 Qualifications for practice; restrictions.—

(1) Any person who desires to engage in contracting on a statewide basis shall, as a prerequisite thereto, establish his or her competency and qualifications to be certified pursuant to this part. To establish competency, a person shall pass the appropriate examination approved by the board and certified by the department. Any person who desires to engage in contracting on other than a statewide basis shall, as a prerequisite thereto, be registered pursuant to this part, unless exempted by this part.

(2) A person must be certified or registered in order to engage in the business of contracting in this state. However, for purposes of complying with the provisions of this chapter, a subcontractor who is not certified or registered may perform construction work under the supervision of a person who is certified or registered, provided that the work is within the scope of the supervising contractor's license, the supervising contractor is responsible for the work, and the subcontractor being supervised is not engaged in construction work that would require a license as a contractor under any of the categories listed in s. 489.105(3)(d)-(o). This subsection does not affect the application of any local construction licensing ordinances. To enforce this subsection:

(a) The department shall issue a cease and desist order to prohibit any person from engaging in the business of contracting who does not hold the required certification or registration for the work being performed under this part. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person who violates any provision of such order.

(b) A county, municipality, or local licensing board created by special act may issue a cease and desist order to prohibit any person from engaging in the business of contracting who does not hold the required certification or registration for the work being performed under this part.

→ (3) A contractor shall subcontract all electrical, mechanical, plumbing, roofing, sheet metal, swimming pool, and air-conditioning work, unless such contractor holds a state certificate or registration in the respective trade category, however:

(a) A general, building, or residential contractor, except as otherwise provided in this part, shall be responsible for any construction or alteration of a structural component of a building or structure, and any certified general contractor or certified underground utility and excavation contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in the state. Any certified building contractor or certified residential contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in this state, limited to the lot on which any specific building is located.

(b) A general, building, or residential contractor shall not be required to subcontract the installation, or repair made under warranty, of wood shingles, wood shakes, or asphalt or fiberglass shingle roofing materials on a new building of his or her own construction.

(c) A general contractor shall not be required to subcontract structural swimming pool work. All other swimming pool work shall be subcontracted to an appropriately licensed certified or registered swimming pool contractor.

→ (d) A general contractor shall not be required to subcontract the construction of a main sanitary sewer collection system, storm collection system, or water distribution system, not including the continuation of utility lines from the mains to the buildings, and may perform any of the services, on public or private property, for which a license as an underground utility and excavation contractor is required under this part.

→ (e) A general contractor shall not be required to subcontract the continuation of utility lines from the mains in mobile home parks, and such continuations are to be considered a part of the main sewer collection and main water distribution systems.

(f) A solar contractor shall not be required to subcontract minor, as defined by board rule, electrical, mechanical, plumbing, or roofing work so long as that work is within the scope of the license held by the solar contractor and where such work exclusively pertains to the installation of residential solar energy equipment as defined by rules of the board adopted in conjunction with the Electrical Contracting Licensing Board.

(g) No general, building, or residential contractor certified after 1973 shall act as, hold himself or herself out to be, or advertise himself or herself to be a roofing contractor unless he or she is certified or registered as a roofing contractor.

(4)(a) When a certificateholder desires to engage in contracting in any area of the state, as a prerequisite therefor, he or she shall be required only to exhibit to the local building official, tax collector, or other person in charge of the issuance of licenses and building permits in the area evidence of holding a current certificate and to pay the fee for the occupational license and building permit required of other persons.

(b) Notwithstanding the provisions of paragraph (a), a local construction regulation board may deny, suspend, or revoke the authority of a certified contractor to obtain a building permit or limit such authority to obtaining a permit or permits with specific conditions, if the local construction regulation board has found such contractor, through the public hearing process, to be guilty of fraud or a willful building code violation within the county or municipality that the local construction regulation board represents or if the local construction regulation board has proof that such contractor, through the public hearing process, has been found guilty in another county or municipality within the past 12 months, of fraud or a willful building code violation and finds, after providing notice of an opportunity to be heard to the contractor, that such fraud or violation would have been fraud or a violation if committed in the county or municipality that the local construction board represents. Notification of and information concerning such permit denial shall be submitted to the department within 15 days after the local construction regulation board decides to deny the permit.

(c) The local government may also deny issuance of, or may suspend, any outstanding building permit where a contractor fails or refuses to provide proof of public liability and property damage insurance coverage as required by s. 489.115(5) and workers' compensation insurance coverage as required by s. 489.114.

(d) It is the policy of the state that the purpose of regulation is to protect the public by attaining compliance with the policies established in law. Fines and other penalties are provided in order to ensure compliance; however, the collection of fines and the imposition of penalties are intended to be secondary to the primary goal of attaining compliance with state laws and local jurisdiction ordinances. It is the intent of the Legislature that a local jurisdiction agency charged with enforcing regulatory laws shall issue a notice of noncompliance as its first response to a minor violation of a regulatory law in any instance in which it is reasonable to assume that the violator was unaware of such a law or unclear as to how to comply with it. A violation of a regulatory law is a "minor violation" if it does not result in economic or physical harm to a

person or adversely affect the public health, safety, or welfare or create a significant threat of such harm. A "notice of noncompliance" is a notification by the local jurisdiction agency charged with enforcing the ordinance, which is issued to the licensee that is subject to the ordinance. A notice of noncompliance should not be accompanied with a fine or other disciplinary penalty. It should identify the specific ordinance that is being violated, provide information on how to comply with the ordinance, and specify a reasonable time for the violator to comply with the ordinance. Failure of a licensee to take action correcting the violation within a set period of time would then result in the institution of further disciplinary proceedings.

(5) The certificate is not transferable.

(6) The board shall, by rule, designate those types of specialty contractors which may be certified under this part. The limit of the scope of work and responsibility of a specialty contractor shall be established by the board by rule. However, a certified specialty contractor category established by board rule exists as a voluntary statewide licensing category and does not create a mandatory licensing requirement. Any mandatory statewide construction contracting licensure requirement may only be established through specific statutory provision.

(7) If an eligible applicant fails any contractor's written examination, except the general and building contractors' examination, and provides the board with acceptable proof of lack of comprehension of written examinations, the applicant may petition the board to be administered a uniform oral examination, subject to the following conditions:

(a) The applicant documents 10 years of experience in the appropriate construction craft.

(b) The applicant files written recommendations concerning his or her competency in the appropriate construction craft.

(c) The applicant is administered only one oral examination within a period of 1 year.

(8) Any public record of the board, when certified by the executive director of the board or the executive director's representative, may be received as prima facie evidence in any administrative or judicial proceeding.

(9)(a) This part does not prevent any contractor from acting as a prime contractor where the majority of the work to be performed under the contract is within the scope of his or her license or from subcontracting to other licensed contractors that remaining work which is part of the project contracted.

(b) This part, chapter 471, chapter 481, or any other provision of law does not:

1. Prevent any licensed engineer or architect from contracting directly with a licensed contractor for the preparation of plans, specifications, or a master design manual addressing structural designs used to make an application for building permits.

2. Require a licensed engineer or architect, when preparing drawings, specifications, plans, or master design manuals for use by any licensed contractor, to prepare site-specific drawings, specifications, or plans for the design and construction of single-family and two-family dwellings; swimming pools, spas, or screened enclosures; or any other structure not exceeding 1,200 square feet or one story in height. For the purpose of issuing building permits, local building officials shall accept such drawings, specifications, or plans when submitted by any licensed contractor. Upon good cause shown, local government code enforcement agencies may accept or reject plans prepared by persons licensed under chapter 471, chapter 481, or this chapter.

As used in this section, the term "master design manual" means a restrictive design manual intended to be used to design, permit, and construct structures as described in this section. Any such manual must be prepared by a licensed engineer or architect and specifically detail the limits of its use, including, but not limited to, the structure type, size, materials, loading conditions, time limits, applicable codes, and associated criteria. The manual must also detail the required training for the contractor, engineer, or architect using the manual. All master design manuals must be peer reviewed by an independent licensed engineer or architect having no financial interest in the development of the manual or the construction of



FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD

Chapter 489, Part I, Florida Statutes

Effective July/October 1995

PART I CONSTRUCTION CONTRACTING

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**CHAPTER 489, PART I
CONSTRUCTION CONTRACTING**

489.101 Purpose.—The Legislature recognizes that the construction and home improvement industries may pose a danger of significant harm to the public when incompetent or dishonest contractors provide unsafe, unstable, or short-lived products or services. Therefore, it is necessary in the interest of the public health, safety, and welfare to regulate the construction industry.

History.—ss. 1, 17, ch. 79-200; ss. 2, 3, ch. 81-318; ss. 1, 20, 21, ch. 88-156; s. 4, ch. 91-429.

489.103 Exemptions.—This part does not apply to:

(1) Contractors in work on bridges, roads, streets, highways, or railroads, and services incidental thereto. The board, in agreement with the Department of Transportation, shall, by rule, define "services incidental thereto" for the purposes of this subsection only.

(2) Any employee of a certificateholder or registrant who is acting within the scope of the license held by that certificateholder or registrant and with the knowledge and permission of the licenseholder. However:

(a) If the employer is not a certificateholder or registrant in that type of contracting, and the employee performs any of the following, the employee is not exempt:

1. Holds himself or his employer out to be licensed or qualified by a licensee;

2. Leads the consumer to believe that the employee has an ownership or management interest in the company; or

3. Performs any of the acts which constitute contracting.

(b) The legislative intent of this subsection is to place equal responsibility on the unlicensed business and its employees for the protection of the consumers in contracting transactions.

For the purpose of this part, "employee" is defined as a person who receives compensation from and is under the supervision and control of an employer who regularly deducts the F.I.C.A. and withholding tax and provides workers' compensation, all as prescribed by law.

(3) An authorized employee of the United States, this state, or any municipality, county, irrigation district, reclamation district, or any other municipal or political subdivision, except school boards, the Board of Regents, and community colleges, unless for the purpose of performing routine maintenance or repair or construction not exceeding \$200,000 to existing installations, if the employee does not hold himself out for hire or otherwise engage in contracting except in

accordance with his employment. If the construction, remodeling, or improvement exceeds \$200,000, school boards, the Board of Regents, and community colleges, shall not divide the project into separate components for the purpose of evading this section.

(4) An officer appointed by a court when he is acting within the scope of his office as defined by law or court order. When construction projects which were not underway at the time of appointment of the officer are undertaken, the officer shall employ or contract with a licensee.

(5) Public utilities, including special gas districts as defined in chapter 189, telecommunications companies as defined in s. 364.02(7), and natural gas transmission companies as defined in s. 368.103(4), on construction, maintenance, and development work performed by their employees, which work, including, but not limited to, work on bridges, roads, streets, highways, or railroads, is incidental to their business. The board shall define, by rule, the term "incidental to their business" for purposes of this subsection.

(6) The sale or installation of any finished products, materials, or articles of merchandise that are not fabricated into and do not become a permanent fixed part of the structure, such as awnings. However, this subsection does not exempt in-ground spas and swimming pools that involve excavation, plumbing, chemicals, or wiring of any appliance without a factory-installed electrical cord and plug. This subsection does not limit the exemptions provided in subsection (7).

(7) Owners of property when acting as their own contractor and providing all material supervision themselves, when building or improving farm outbuildings or one-family or two-family residences on such property for the occupancy or use of such owners and not offered for sale or lease, or building or improving commercial buildings at a cost of under \$25,000 on such property for the occupancy or use of such owners and not offered for sale or lease. In an action brought under this part, proof of the sale or lease, or offering for sale or lease, of any such structure by the owner-builder within 1 year after completion of same creates a presumption that the construction was undertaken for purposes of sale or lease. This subsection does not exempt any person who is employed by such owner and who acts in the capacity of a contractor. For the purposes of this subsection, the term "owners of property" includes the owner of a mobile home situated on a leased lot. To qualify for exemption under this subsection, an owner must personally appear and sign the building permit application. The local permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement

State law requires construction to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own contractor even though you do not have a license. You must supervise the construction yourself. You may build or improve a one-family or two-family residence or a farm outbuilding. You may also build or improve a commercial building at a cost of \$25,000 or less. The building must be for your own use and occupancy. It may not be built for sale or lease. If you sell or lease a building you have built yourself within 1 year after the construction is complete, the law will presume that you built it for sale or lease, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances. Any person working on your building who is not licensed must work under your supervision and must be employed by you, which means that you must deduct F.I.C.A. and withholding tax and provide workers' compensation for that employee, all as prescribed by law. Your construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

(8) Any construction, alteration, improvement, or repair carried on within the limits of any site the title to which is in the United States or with respect to which federal law supersedes this part.

(9) Any work or operation of a casual, minor, or inconsequential nature in which the aggregate contract price for labor, materials, and all other items is less than \$1,000, but this exemption does not apply:

(a) If the construction, repair, remodeling, or improvement is a part of a larger or major operation, whether undertaken by the same or a different contractor, or in which a division of the operation is made in contracts of amounts less than \$1,000 for the purpose of evading this part or otherwise.

(b) To a person who advertises that he is a contractor or otherwise represents that he is qualified to engage in contracting.

(10) Any construction or operation incidental to the construction or repair of irrigation and drainage ditches;

(b) Regularly constituted irrigation districts or reclamation districts; or

(c) Clearing or other work on the land in rural districts for fire prevention purposes or otherwise except when performed by a licensee.

(11) A registered architect or engineer acting within the scope of his practice or any person exempted by the law regulating architects and engineers, including persons doing design work as specified in s. 481.229(1)(b); provided, however, that an architect or engineer shall not act as a contractor

unless properly licensed under this chapter.

(12) Any person who only furnishes materials or supplies without fabricating them into, or consuming them in the performance of, the work of the contractor.

(13) Any person who is licensed pursuant to chapter 527 when such person is performing the work authorized by such license.

(14) Any person who sells, services, or installs heating or air-conditioning units which have a capacity no greater than 3 tons or 36,000 Btu, which have no ducts, and which have a factory-installed electrical cord and plug.

(15) The installation and maintenance of water conditioning units for domestic, commercial, or industrial purposes by operators of water conditioning services. No municipality or county may adopt an ordinance, rule, or regulation which requires such an operator to become licensed, certified, or registered as a plumber or which otherwise prevents the installation and maintenance of such water conditioning units by an operator.

(16) An architect or landscape architect licensed pursuant to chapter 481 or an engineer licensed pursuant to chapter 471 who offers or renders design-build services which may require the services of a contractor certified or registered pursuant to the provisions of this chapter, as long as the contractor services to be performed under the terms of the design-build contract are offered and rendered by a certified or registered general contractor in accordance with this chapter.

History.—ss. 11, 17, ch. 79-200; ss. 2, 3, ch. 81-318; s. 1, ch. 84-160; s. 1, ch. 87-235; ss. 2, 20, 21, ch. 88-156; s. 3, ch. 89-115; s. 69, ch. 89-162; s. 1, ch. 89-343; s. 29, ch. 89-374; s. 38, ch. 90-228; ss. 34, 68, ch. 91-137; s. 4, ch. 91-429; s. 7, ch. 92-55; s. 1, ch. 93-154; s. 1, ch. 93-166; s. 255, ch. 94-119.

Note.—Redesignated as s. 364.02(12) by s. 6, ch. 95-403.

489.105 Definitions.—As used in this part:

(1) "Board" means the Construction Industry Licensing Board.

(2) "Department" means the Department of Business and Professional Regulation.

(3) "Contractor" means the person who is qualified for, and shall only be responsible for, the project contracted for and means, except as exempted in this part, the person who, for compensation, undertakes to, submits a bid to, or does himself or by others construct, repair, alter, remodel, add to, demolish, subtract from, or improve any building or structure, including related improvements to real estate, for others or for resale to others; and whose job scope is substantially similar to the job scope described in one of the subsequent paragraphs of this subsection. For the purposes of regulation under this part, "demolish" applies only to demolition of steel tanks over 50 feet in height; towers over 50 feet in height; other structures over 50 feet in height, other than

buildings or residences over three stories tall; and buildings or residences over three stories tall. Contractors are subdivided into two divisions, Division I, consisting of those contractors defined in paragraphs (a)-(c), and Division II, consisting of those contractors defined in paragraphs (d)-(q):

(a) "General contractor" means a contractor whose services are unlimited as to the type of work which he may do, except as provided in this part.

(b) "Building contractor" means a contractor whose services are limited to construction of commercial buildings and single-dwelling or multiple-dwelling residential buildings, which commercial or residential buildings do not exceed three stories in height, and accessory use structures in connection therewith or a contractor whose services are limited to remodeling, repair, or improvement of any size building if the services do not affect the structural members of the building.

(c) "Residential contractor" means a contractor whose services are limited to construction, remodeling, repair, or improvement of one-family, two-family, or three-family residences not exceeding two habitable stories above no more than one uninhabitable story and accessory use structures in connection therewith.

(d) "Sheet metal contractor" means a contractor whose services are unlimited in the sheet metal trade and who has the experience, knowledge, and skill necessary for the manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, insulation, alteration, repair, servicing, or design, when not prohibited by law, of ferrous or nonferrous metal work of U.S. No. 10 gauge or its equivalent or lighter gauge and of other materials, including, but not limited to, fiberglass, used in lieu thereof and of air-handling systems, including the setting of air-handling equipment and reinforcement of same and including the balancing of air-handling systems.

(e) "Roofing contractor" means a contractor whose services are unlimited in the roofing trade and who has the experience, knowledge, and skill to install, maintain, repair, alter, extend, or design, when not prohibited by law, and use materials and items used in the installation, maintenance, extension, and alteration of all kinds of roofing, waterproofing, and coating, except when coating is not represented to protect, repair, waterproof, stop leaks, or extend the life of the roof.

(f) "Class A air conditioning contractor" means a contractor whose services are unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is

necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, and all appurtenances, apparatus, or equipment used in connection therewith; to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, and pneumatic control piping; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air conditioning control wiring; and to install a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.

(g) "Class B air conditioning contractor" means a contractor whose services are limited to 25 tons of cooling and 500,000 Btu of heating in any one system in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system being installed under this classification; to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, piping and insulation of pipes, vessels, and ducts; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air conditioning control wiring; and to install a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum or natural gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.

(h) "Class C air conditioning contractor" means a contractor whose business is limited to the servicing of air conditioning, heating, or refrigeration systems, including duct alterations in connection with those systems he is servicing, and whose certification or registration, issued pursuant to this part, was valid on October 1, 1988. No person not previously registered or certified as a Class C air conditioning contractor as

of October 1, 1988, shall be so registered or certified after October 1, 1988. However, the board shall continue to license and regulate those Class C air conditioning contractors who held Class C licenses prior to October 1, 1988.

(i) "Mechanical contractor" means a contractor whose services are unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, central air conditioning, refrigeration, heating, and ventilating systems, including duct work in connection with a complete system only to the extent such duct work is performed by the contractor as is necessary to make complete an air-distribution system, boiler and unfired pressure vessel systems, lift station equipment and piping, and all appurtenances, apparatus, or equipment used in connection therewith; to install, maintain, repair, fabricate, alter, extend, or design, when not prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, pneumatic control piping, gasoline tanks and pump installations and piping for same, standpipes, air piping, vacuum line piping, oxygen lines, nitrous oxide piping, ink and chemical lines, fuel transmission lines, and natural gas fuel lines within buildings; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air conditioning control wiring; and to install a condensate drain from an air conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor shall also include any excavation work incidental thereto, but shall not include any work such as liquefied petroleum gas fuel lines within buildings, potable water lines or connections thereto, sanitary sewer lines, swimming pool piping and filters, or electrical power wiring.

(j) "Commercial pool/spa contractor" means a contractor whose scope of work involves, but is not limited to, the construction, repair, water treatment, and servicing of any swimming pool, or hot tub or spa, whether public, private, or otherwise, regardless of use. The scope of such work includes layout, excavation, operation of construction pumps for dewatering purposes, steelwork, installation of light niches, construction of floors, guniting, fiberglassing, installation of tile and coping, installation of all perimeter and filter piping, installation of all filter equipment and chemical feeders of any type, plastering of the interior, construction of decks, construction of equipment rooms or housing for pool equipment, and installation of package pool heaters. However, the scope of such work does not include direct connections to a sanitary sewer system or to potable water lines.

(k) "Residential pool/spa contractor" means a contractor whose scope of work involves, but is not

limited to, the construction, repair, water treatment, and servicing of any residential swimming pool or hot tub or spa, regardless of use. The scope of such work includes layout, excavation, operation of construction pumps for dewatering purposes, steelwork, installation of light niches, construction of floors, guniting, fiberglassing, installation of tile and coping, installation of all perimeter and filter piping, installation of all filter equipment and chemical feeders of any type, plastering of the interior, construction of decks, installation of housing for pool equipment, and installation of package pool heaters. However, the scope of such work does not include direct connections to a sanitary sewer system or to potable water lines.

(l) "Swimming pool/spa servicing contractor" means a contractor whose scope of work involves the servicing, repair, water treatment, including, but not limited to, the direct infusion of chlorine gas accomplished through the use of machinery attached to the pool, and maintenance of any swimming pool or hot tub or spa, whether public or private. The scope of such work may include any necessary piping and repairs, replacement and repair of existing equipment, or installation of new additional equipment as necessary. The scope of such work includes the reinstallation of tile and coping, repair and replacement of all piping, filter equipment, and chemical feeders of any type, replastering, reconstruction of decks, and reinstallation or addition of pool heaters.

(m) "Plumbing contractor" means a contractor whose contracting business consists of the execution of contracts requiring the experience, financial means, knowledge, and skill to install, maintain, repair, alter, extend, or, when not prohibited by law, design plumbing. A plumbing contractor may install, maintain, repair, alter, extend, or, when not prohibited by law, design the following without obtaining any additional local regulatory license, certificate, or registration: sanitary drainage or storm drainage facilities; venting systems; public or private water supply systems; septic tanks; drainage and supply wells; swimming pool piping; irrigation systems; or solar heating water systems and all appurtenances, apparatus, or equipment used in connection therewith, including boilers and pressure process piping and including the installation of water, natural gas (excluding liquid petroleum gases), and storm and sanitary sewer lines; and water and sewer plants and substations. The scope of work of the plumbing contractor also includes the design, when not prohibited by law, and installation, maintenance, repair, alteration, or extension of air-piping, vacuum line piping, oxygen line piping, nitrous oxide piping, and all related medical gas systems; fire line standpipes and fire sprinklers to the extent authorized by law; ink and chemical lines; fuel oil and gasoline piping and tank and pump installation, except bulk storage plants; and pneumatic control piping systems, all in such a manner as to comply with

all plans, specifications, codes, laws, and regulations applicable. The scope of work of the plumbing contractor shall apply to private property and public property, shall include any excavation work incidental thereto, and shall include the work of the specialty plumbing contractor. Such contractor shall subcontract, with a qualified contractor in the field concerned, all other work incidental to the work but which is specified herein as being the work of a trade other than that of a plumbing contractor. Nothing in this definition shall be construed to limit the scope of work of any specialty contractor certified pursuant to s. 489.113(6). Nothing in this definition shall be construed to require certification or registration under this part of any authorized employee of a public natural gas utility or of a private natural gas utility regulated by the Public Service Commission when disconnecting and reconnecting water lines in the servicing or replacement of an existing water heater.

(n) "Underground utility and excavation contractor" means a contractor whose services are limited to the construction, installation, and repair, on public or private property, of main sanitary sewer collection systems, main water distribution systems, storm sewer collection systems, and the continuation of utility lines from the main systems to a point of termination up to and including the meter location for the individual occupancy, sewer collection systems at property line on residential or single-occupancy commercial properties, or on multioccupancy properties at manhole or wye lateral extended to an invert elevation as engineered to accommodate future building sewers, water distribution systems, or storm sewer collection systems at storm sewer structures. However, an underground utility and excavation contractor may install empty underground conduits in rights-of-way, easements, platted rights-of-way in new site development, and sleeves for parking lot crossings no smaller than 2 inches in diameter, provided that each conduit system installed is designed by a licensed professional engineer or an authorized employee of a municipality, county, or public utility and that the installation of any such conduit does not include installation of any conductor wiring or connection to an energized electrical system. An underground utility and excavation contractor shall not install any piping that is an integral part of a fire protection system as defined in s. 633.021(7) beginning at the point where the piping is used exclusively for such system.

(o) "Solar contractor" means a contractor whose services consist of the installation, alteration, repair, maintenance, relocation, or replacement of solar panels for potable solar water heating systems, swimming pool solar heating systems, and photovoltaic systems and any appurtenances, apparatus, or equipment used in connection therewith, whether public, private, or otherwise, regardless of use. A contractor, certified or registered pursuant to the

provisions of this chapter, is not required to become a certified or registered solar contractor or to contract with a solar contractor in order to provide any services enumerated in this paragraph that are within the scope of the services such contractors may render under this part.

(p) "Pollutant storage systems contractor" means a contractor whose services are limited to, and who has the experience, knowledge, and skill to install, maintain, repair, alter, extend, or design, when not prohibited by law, and use materials and items used in the installation, maintenance, extension, and alteration of, pollutant storage tanks. Any person installing a pollutant storage tank shall perform such installation in accordance with the standards adopted pursuant to s. 376.303.

(q) "Specialty contractor" means a contractor whose scope of work and responsibility is limited to a particular phase of construction and whose scope is limited to a subset of the activities described in the categories established in one of the paragraphs of this subsection.

(4) "Primary qualifying agent" means a person who possesses the requisite skill, knowledge, and experience, and has the responsibility, to supervise, direct, manage, and control the contracting activities of the business organization with which he is connected; who has the responsibility to supervise, direct, manage, and control construction activities on a job for which he has obtained the building permit; and whose technical and personal qualifications have been determined by investigation and examination as provided in this part, as attested by the department.

(5) "Secondary qualifying agent" means a person who possesses the requisite skill, knowledge, and experience, and has the responsibility to supervise, direct, manage, and control construction activities on a job for which he has obtained a permit, and whose technical and personal qualifications have been determined by investigation and examination as provided in this part, as attested by the department.

(6) "Contracting" means, except as exempted in this part, engaging in business as a contractor and includes, but is not limited to, performance of any of the acts as set forth in subsection (3) which define types of contractors. The attempted sale of contracting services and the negotiation or bid for a contract on these services also constitutes contracting. If the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure. However, the term "contracting" shall not extend to an individual, partnership, corporation, trust, or other legal entity that offers to sell or sells completed residences on property on which the individual or business entity has any legal or equitable interest, if the services of a qualified contractor certified or registered pursuant to the requirements of this chapter have been or will be

retained for the purpose of constructing such residences.

(7) "Certificate" means a certificate of competency issued by the department as provided in this part.

(8) "Certified contractor" means any contractor who possesses a certificate of competency issued by the department and who shall be allowed to contract in any jurisdiction in the state without being required to fulfill the competency requirements of that jurisdiction.

(9) "Registration" means registration with the department as provided in this part.

(10) "Registered contractor" means any contractor who has registered with the department pursuant to fulfilling the competency requirements in the jurisdiction for which the registration is issued. Registered contractors may contract only in such jurisdictions.

(11) "Certification" means the act of obtaining or holding a certificate of competency from the department as provided in this part.

(12) "Local construction regulation board" means a board, composed of not fewer than three residents of a county or municipality, which the governing body of that county or municipality may create and appoint to maintain the proper standard of construction of that county or municipality.

(13) "Business organization" means any partnership, corporation, business trust, joint venture, or other legal entity which engages or offers to engage in the business of contracting or acts as a contractor as defined in this section.

(14) "Financially responsible officer" means a person other than the primary qualifying agent who with the approval of the board assumes personal responsibility for all financial aspects of the business organization.

(15) "Structural component" means any vertical or horizontal load-bearing member of a structure which supports dead or live loads in addition to its own weight and includes, but is not limited to, a foundation, an exterior or interior load-bearing wall, a column, a column beam, a floor, and a roof structure.

(16) "Arbitration" means a process whereby a neutral third person or panel, called an arbitrator or arbitration panel, considers the facts and arguments presented by the parties and renders a decision which is binding on the parties.

(17) "Pollutant storage tank" means a tank, together with associated piping or dispensing facilities, which is or could be used for the storage or supply of pollutants as defined in s. 376.301 and which is required to be registered under chapter 17-761, Florida Administrative Code.

(18) "Tank" means any container other than one which is aboveground and either elevated or situated upon an impermeable surface, or which is located in an accessible underground area and either

elevated or situated upon an impermeable surface therein, in such manner that any leak in such container may be readily detected.

History.—ss. 2, 17, ch. 79-200; ss. 1, 3, ch. 80-85; s. 367, ch. 81-259; ss. 2, 3, ch. 81-318; ss. 28, 49, ch. 82-179; s. 1, ch. 83-140; s. 5, ch. 83-160; s. 1, ch. 85-290; ss. 27, 31, ch. 86-159; s. 6, ch. 87-374; ss. 3, 20, 21, ch. 88-156; s. 2, ch. 89-343; s. 30, ch. 89-374; ss. 33, 34, ch. 90-228; ss. 35, 66, ch. 91-137; s. 4, ch. 91-429; s. 1, ch. 92-55; s. 10, ch. 92-115; s. 57, ch. 92-149; s. 4, ch. 93-154; s. 2, ch. 93-166; s. 256, ch. 94-119; s. 184, ch. 94-218.

489.107 Construction Industry Licensing Board.—

(1) To carry out the provisions of this part, there is created within the department the Construction Industry Licensing Board. Members shall be appointed by the Governor, subject to confirmation by the Senate. Members shall be appointed for 4-year terms. A vacancy on the board shall be filled for the unexpired portion of the term in the same manner as the original appointment. No member shall serve more than two consecutive 4-year terms or more than 11 years on the board.

(2) The board shall consist of 18 members, of whom:

(a) Four are primarily engaged in business as general contractors;

(b) Three are primarily engaged in business as building contractors or residential contractors, however, at least one building contractor and one residential contractor shall be appointed;

(c) One is primarily engaged in business as a roofing contractor;

(d) One is primarily engaged in business as a sheet metal contractor;

(e) One is primarily engaged in business as an air conditioning contractor;

(f) One is primarily engaged in business as a mechanical contractor;

(g) One is primarily engaged in business as a pool contractor;

(h) One is primarily engaged in business as a plumbing contractor;

(i) One is primarily engaged in business as an underground utility and excavation contractor;

(j) Two are consumer members who are not, and have never been, members or practitioners of a profession regulated by the board or members of any closely related profession; and

(k) Two are building officials of a municipality or county.

(3) To be eligible to serve, each contractor member must have been certified by the board to operate as a contractor in the category with respect to which the member is appointed, be actively engaged in the construction business, and have been so engaged for a period of not less than 5 consecutive years before the date of appointment. Each appointee must be a

citizen and resident of the state.

(4) The board shall be divided into two divisions, Division I and Division II.

(a) Division I is comprised of the general contractor, building contractor, and residential contractor members of the board; one of the members appointed pursuant to paragraph (2)(j); and one of the members appointed pursuant to paragraph (2)(k). Division I has jurisdiction over the examination and regulation of general contractors, building contractors, and residential contractors.

(b) Division II is comprised of the roofing contractor, sheet metal contractor, air conditioning contractor, mechanical contractor, pool contractor, plumbing contractor, and underground utility and excavation contractor members of the board; one of the members appointed pursuant to paragraph (2)(j); and one of the members appointed pursuant to paragraph (2)(k). Division II has jurisdiction over the examination and regulation of contractors defined in s. 489.105(3)(d)-(p).

(c) Jurisdiction for the examination and regulation of specialty contractors defined in s. 489.105(3)(q) shall lie with the division having jurisdiction over the scope of work of the specialty contractor as defined by board rule.

(5) Five members of Division I constitute a quorum, and five members of Division II constitute a quorum. The combined divisions shall meet together at such times as the board deems necessary, but neither division, nor any committee thereof, shall take action on any matter under the jurisdiction of the other division. However, if either division is unable to obtain a quorum for the purpose of conducting disciplinary proceedings, it may request members of the other division, who are otherwise qualified to serve on the division unable to obtain a quorum, to join in its deliberations. Such additional members shall vote and count toward a quorum only during those disciplinary proceedings.

(6) The Construction Industry Licensing Board and the Electrical Contractors' Licensing Board shall meet in joint session at least twice a year.

History.—ss. 3, 17, ch. 79-200; ss. 2, 3, ch. 80-85; s. 368, ch. 81-259; ss. 2, 3, ch. 81-318; s. 1, ch. 84-322; ss. 4, 20, 21, ch. 88-156; s. 11, ch. 89-162; s. 36, ch. 91-137; s. 4, ch. 91-429; s. 157, ch. 92-149; s. 5, ch. 93-154; s. 3, ch. 93-166; s. 257, ch. 94-119; s. 185, ch. 94-218.

489.108 Rulemaking authority of the board.—The board is authorized to make such rules not inconsistent with law which are necessary to carry out the duties and authority conferred upon it by this chapter.

History.—s. 2, ch. 87-235; s. 21, ch. 88-156; s. 4, ch. 91-429.

489.109 Fees.—

(1) The board, by rule, shall establish

reasonable fees to be paid for applications, examination, certification and renewal, registration and renewal, and recordmaking and recordkeeping. The fees shall be established as follows:

(a) With respect to an applicant for a certificate, the initial application and examination fee may not exceed \$350, and the initial certification fee and the renewal fee may not exceed \$200. However, any applicant who seeks certification under this part by taking a practical examination must pay as an examination fee the actual cost incurred by the department in conducting the examination.

(b) With respect to an applicant for registration, the initial application fee may not exceed \$100, and the initial registration fee and the renewal fee may not exceed \$200.

(c) The board, by rule, may establish delinquency fees, not to exceed the applicable renewal fee for renewal applications made after the expiration date of the certificate or registration.

(d) The board, by rule, may establish a fee for transfer of a certificate or registration from one business organization to another, not to exceed the applicable renewal fee.

(e) The board, by rule, shall impose a renewal fee for an inactive status certificate or registration, not to exceed the renewal fee for an active status certificate or registration. Neither the inactive certification fee nor the inactive registration fee may exceed \$50. The board, by rule, may provide for a different fee for inactive status where such status is sought by a building code administrator, plans examiner, or inspector certified pursuant to part XIII of chapter 468 who is employed by a local government and is not allowed by the terms of such employment to maintain a certificate on active status issued pursuant to this part.

(f) The board, by rule, shall impose an additional late fee on a delinquent status certificateholder or registrant when such certificateholder or registrant applies for active or inactive status.

(g) The board, by rule, shall impose an additional fee, not to exceed the applicable renewal fee, which reasonably reflects the costs of processing a certificateholder's or registrant's request to change licensure status at any time other than at the beginning of a licensure cycle.

(2) The board shall establish fees that are adequate to ensure the continued operation of the board. Fees shall be based on department estimates of the revenue required to implement this part and the provisions of law with respect to the regulation of the construction industry.

(3) In addition to the fees provided in subsection (1) for application and renewal for certification and registration, all certificateholders and registrants must pay a fee of \$4 to the department at

the time of application or renewal. The funds must be transferred at the end of each licensing period to the Department of Education to fund projects relating to the building construction industry or continuing education programs offered to persons engaged in the building construction industry in Florida. The board shall, at the time the funds are transferred, advise the Department of Education on the most needed areas of research or continuing education based on significant changes in the industry's practices or on the most common types of consumer complaints or on problems costing the state or local governmental entities substantial waste. The board's advice is not binding on the Department of Education. The Department of Education must allocate 50 percent of the funds to a graduate program in building construction in a Florida university and 50 percent of the funds to all accredited private and state universities and community colleges within the state offering approved courses in building construction, with each university or college receiving a pro rata share of such funds based upon the number of full-time building construction students enrolled at the institution. The Department of Education shall ensure the distribution of research reports and the availability of continuing education programs to all segments of the building construction industry to which they relate. The Department of Education shall report to the board in October of each year, summarizing the allocation of the funds by institution and summarizing the new projects funded and the status of previously funded projects.

History.—ss. 4, 17, ch. 79-200; ss. 2, 3, ch. 81-318; ss. 5, 20, 21, ch. 88-156; s. 35, ch. 88-205; s. 1, ch. 89-5; s. 62, ch. 89-162; s. 31, ch. 89-374; s. 4, ch. 91-429; s. 58, ch. 92-149; s. 7, ch. 93-166; s. 258, ch. 94-119.

489.111 Examinations.—

(1) Any person who desires to be certified shall apply to the department in writing to take the certification examination.

(2) A person shall be entitled to take the examination for the purpose of determining whether he is qualified to engage in contracting throughout this state if the person:

- (a) Is 18 years of age;
- (b) Is of good moral character; and
- (c) Meets eligibility requirements according to one of the following criteria:

1. Has received a baccalaureate degree from an accredited 4-year college in the appropriate field of engineering, architecture, or building construction and has 1 year of proven experience in the category in which the person seeks to qualify. For the purpose of this part, a minimum of 2,000 man-hours shall be used in determining full-time equivalency.

2. Has a total of at least 4 years of active experience as a workman who has learned his trade by serving an apprenticeship as a skilled workman who is

able to command the rate of a mechanic in his particular trade or as a foreman who is in charge of a group of workmen and usually is responsible to a superintendent or a contractor or his equivalent, provided, however, that at least 1 year of active experience shall be as a foreman.

3. Has a combination of not less than 1 year of experience as a foreman and not less than 3 years of credits for any accredited college-level courses; has a combination of not less than 1 year of experience as a skilled workman, 1 year of experience as a foreman, and not less than 2 years of credits for any accredited college-level courses; or has a combination of not less than 2 years of experience as a skilled workman, 1 year of experience as a foreman, and not less than 1 year of credits for any accredited college-level courses. For the number of years of credits for any accredited college-level courses, the applicant shall show completion of an equal number of courses in the appropriate field of engineering, architecture, or building construction. All junior college or community college-level courses shall be considered accredited college-level courses.

4.a. An active certified residential contractor is eligible to take the building contractors' examination if he possesses a minimum of 3 years of proven experience in the classification in which he is certified.

b. An active certified residential contractor is eligible to take the general contractors' examination if he possesses a minimum of 4 years of proven experience in the classification in which he is certified.

c. An active certified building contractor is eligible to take the general contractors' examination if he possesses a minimum of 4 years of proven experience in the classification in which he is certified.

5.a. An active certified air conditioning Class C contractor is eligible to take the air conditioning Class B contractors' examination if he possesses a minimum of 3 years of proven experience in the classification in which he is certified.

b. An active certified air conditioning Class C contractor is eligible to take the air conditioning Class A contractors' examination if he possesses a minimum of 4 years of proven experience in the classification in which he is certified.

c. An active certified air conditioning Class B contractor is eligible to take the air conditioning Class A contractors' examination if he possesses a minimum of 1 year of proven experience in the classification in which he is certified.

6.a. An active certified swimming pool servicing contractor is eligible to take the residential swimming pool contractors' examination if he possesses a minimum of 3 years of proven experience in the classification in which he is certified.

b. An active certified swimming pool servicing contractor is eligible to take the swimming pool commercial contractors' examination if he possesses a

minimum of 4 years of proven experience in the classification in which he is certified.

c. An active certified residential swimming pool contractor is eligible to take the commercial swimming pool contractors' examination if he possesses a minimum of 1 year of proven experience in the classification in which he is certified.

(3)(a) The board may refuse to certify an applicant for failure to satisfy the requirement of good moral character only if:

1. There is a substantial connection between the lack of good moral character of the applicant and the professional responsibilities of a certified contractor; and

2. The finding by the board of lack of good moral character is supported by clear and convincing evidence.

(b) When an applicant is found to be unqualified for a certificate because of a lack of good moral character, the board shall furnish the applicant a statement containing the findings of the board, a complete record of the evidence upon which the determination was based, and a notice of the rights of the applicant to a rehearing and appeal.

(4) The department shall ensure that a sensitivity review committee has been established including representatives of various ethnic/minority groups. No question found by this committee to be discriminatory against any ethnic/minority group shall be included in the examination.

History.—ss. 5, 17, ch. 79-200; s. 369, ch. 81-259; ss. 2, 3, ch. 81-318; ss. 6, 20, 21, ch. 88-156; s. 12, ch. 89-162; s. 4, ch. 91-429.

489.113 Qualifications for practice; restrictions.

(1) Any person who desires to engage in contracting on a statewide basis shall, as a prerequisite thereto, establish his competency and qualifications to be certified pursuant to this part. To establish his competency, a person shall pass the appropriate examination administered by the department. Any person who desires to engage in contracting on other than a statewide basis shall, as a prerequisite thereto, be registered pursuant to this part, unless exempted by this part.

(2) No person who is not certified or registered shall engage in the business of contracting in this state. However, for purposes of complying with the provisions of this chapter, a person who is not certified or registered may perform construction work under the supervision of a person who is certified or registered, provided that the work is within the scope of the supervisor's license and provided that the person being supervised is not engaged in construction work which would require a license as a contractor under any of the categories listed in s. 489.105(3)(d)-(o). This subsection does not affect the application of any local

construction licensing ordinances. To enforce this subsection:

(a) The department shall issue a cease and desist order to prohibit any person from engaging in the business of contracting who does not hold the required certification or registration for the work being performed under this part. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person who violates any provision of such order.

(b) A county, municipality, or local licensing board created by special act may issue a cease and desist order to prohibit any person from engaging in the business of contracting who does not hold the required certification or registration for the work being performed under this part.

(3) A contractor shall subcontract all electrical, mechanical, plumbing, roofing, sheet metal, swimming pool, and air conditioning work, unless such contractor holds a state certificate or registration in the respective trade category, however:

(a) A general, building, or residential contractor, except as otherwise provided in this part, shall be responsible for any construction or alteration of a structural component of a building or structure, and any certified general contractor or certified underground utility and excavation contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in the state. Any certified building contractor or certified residential contractor may perform clearing and grubbing, grading, excavation, and other site work for any construction project in this state, limited to the lot on which any specific building is located.

(b) A general, building, or residential contractor shall not be required to subcontract the installation, or repair made under warranty, of wood shingles, wood shakes, or asphalt or fiberglass shingle roofing materials on a new building of his own construction.

(c) A general contractor shall not be required to subcontract structural swimming pool work.

(d) A general contractor, on new site development work, site redevelopment work, mobile home parks, and commercial properties, shall not be required to subcontract the construction of the main sanitary sewer collection system, the storm collection system, and the water distribution system, not including the continuation of utility lines from the mains to the buildings.

(e) A general contractor shall not be required to subcontract the continuation of utility lines from the mains in mobile home parks, and such continuations are to be considered a part of the main sewer collection and main water distribution systems.

(f) A solar contractor shall not be required to subcontract minor, as defined by board rule, electrical, mechanical, plumbing, or roofing work so long as that



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Detail by Entity Name

Florida Profit Corporation
TCLM ENTERPRISE INC.

Filing Information

Document Number P10000074280
FEI/EIN Number 27-3454446
Date Filed 09/09/2010
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 04/03/2019
Event Effective Date NONE

Principal Address

13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Mailing Address

13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Registered Agent Name & Address

LOVE BASILE, CHRISTINA
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Officer/Director Detail

Name & Address

Title PT

LOVE BASILE, CHRISTINA
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Title VPD

BASILE, MARIO C
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Title S

RICHARDSON, THOMAS EDGAR
15476 60TH PLACE NORTH
LOXAHATCHEE, FL 33470

Annual Reports

Report Year	Filed Date
2021	01/12/2021
2022	02/08/2022
2023	01/20/2023

Document Images

01/20/2023 -- ANNUAL REPORT	View image in PDF format
02/08/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/08/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- Amendment	View image in PDF format
01/28/2019 -- ANNUAL REPORT	View image in PDF format
01/23/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
02/29/2016 -- ANNUAL REPORT	View image in PDF format
05/27/2015 -- ANNUAL REPORT	View image in PDF format
07/01/2014 -- REINSTATEMENT	View image in PDF format
05/31/2012 -- ANNUAL REPORT	View image in PDF format
02/10/2011 -- ANNUAL REPORT	View image in PDF format
09/09/2010 -- Domestic Profit	View image in PDF format

09/09/2021



Ms. Christina Basile - President
T C L M Enterprise INC
13720 Hamlin Blvd
West Palm Beach, FL 33412

Dear Ms. Basile:

The Palm Beach County Office of Equal Business Opportunity (OEBO) has completed its review of your application and documents and is pleased to announce that your firm has been re-certified for:

91356 - Construction, Utility/Underground Projects
91244 - Excavation Services
91389 - Maintenance and Repair, Utility/Underground Projects

as a Small Business Enterprise (SBE) for three (3) years, expiring December 27, 2024. You will not receive Small Business Enterprise (SBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified S/M/WBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OEBO. Your company name and vendor code must be the same in both Purchasing and OEBO. Failure to maintain your firm in accordance with S/M/WBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of T C L M Enterprise Inc. with vendor code VC0000133287.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deirdre Kyle".

Deirdre Kyle
SBD Specialist III

**Office of
Equal Business Opportunity**
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

Palm Beach County Office of Equal Business Opportunity

Certifies That

T C L M Enterprise Inc.

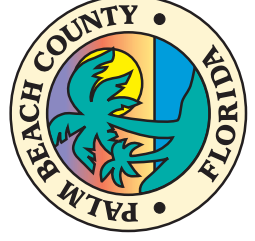
Vendor # VC0000133287

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
December 28, 2021 to December 27, 2024*

The following services and/or products are covered under this certification:

**Construction, Utility/Underground Projects; Excavation Services; Maintenance and Repair,
Utility/Underground Projects**


Allen Gray, Manager
09/09/2021



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

INTERLOCAL CERTIFICATION COVER SHEET

Initiating Agency: Palm Beach County OEBO

By: 
 Authorized Signature

To be presented to: ☐ Palm Beach County Office of Equal Business Opportunity (EBO)
☒ Palm Beach County School Board (SBE - M/W/BE)
☒ City of West Palm Beach (SBE)

BUSINESS NAME ADDRESS (include d/b/a if applicable)	BUSINESS TEL. NO: 561-248-1470
T C L M Enterprise, Inc.	BUSINESS FAX NO: 561-722-6390
13720 Hamlin Boulevard	DATE ESTABLISHED: 09/09/2010
West Palm Beach, FL 33412	# FULL-TIME EMPLOYEES: 13
	# PART-TIME EMPLOYEES: 1
CONTACT PERSON: Christina Basile	# CONTRACT/TEMPORARY EMPLOYEES:
DOMICILE VERIFIED: Yes ☒ No ☐	

BUSINESS FUNCTION: Excavation, Utility/Underground construction, maintenance and repair

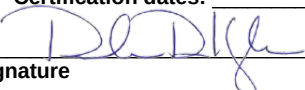
BUSINESS TYPE: Construction ☒ Commodities ☐ Professional Services ☐

CERTIFICATION STATUS: ☒ SBE ☐ S/MBE ☐ S/WBE ☐ S/M/WBE

BUSINESS ORG.	% OF OWNERSHIP	Gross Receipts	
☒ Corporation	☐ African American ☐ Male	Year	Dollar Amount
☐ Partnership	☐ Asian American ☐ Female	2018	\$ 1,214,048.00
☐ Sole Proprietor	☐ Hispanic American	2019	\$ 1,253,235.00
☐ Other _____	☐ Native American	2020	\$ 1,137,416.00
	☒ Non-Minority	Average	\$ 1,201,566.33

SBE: ☐ Certified ☐ Denied ☐ Deferred ☐ Site Visit
 S/MBE: ☐ Certified ☐ Denied ☐ Deferred ☐ Site Visit
 S/WBE: ☐ Certified ☐ Denied ☐ Deferred ☐ Site Visit
 S/M/WBE: ☐ Certified ☐ Denied ☐ Deferred ☐ Site Visit

Certification dates: December 28, 2021 to December 27, 2024


 Signature

09/10/2021
 Date

Documents	OEBO	School Board M/W/BE	School Board SBE	City of West Palm Beach
Palm Beach County Business Tax Receipt	✓			
Fictitious Name Certificate	✓			
Most recent three years' tax returns, signed as filed with the Internal Revenue Service	✓			
All schedules from three years' corporate or partnership tax returns	✓			
Schedule C from three years' personal tax returns	✓			
Proof of Domicile	✓			
Palm Beach County CCNA Certification (Architects/Engineers)	✓			
Resumes of principals and/or partners and/or management personnel				
PBC Vendor Registration	✓			
Bank signature card				
List of Officers, Board of Directors and Shareholders	✓			
Minutes of first corporate organizational meeting				
Partnership's distribution of profits for previous year	✓			
Third Party Agreements (rental and lease agreements, management agreements, purchase agreements)				
Application and Affidavit	✓			
Professional License/Certificate of Competency	✓			



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
EQUIPMENT REPAIR SERVICE	BASILE CHRISTINA LOVE		B23.679008 08/02/2023	\$33.00	B40154967

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017102872
EXPIRES: 09/30/2024



2-767

TCLM ENTERPRISE INC
TCLM ENTERPRISE INC
13720 HAMLIN BLVD
WEST PALM BEACH FL 33412-2676



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
EQUIPMENT RENTAL	BASILE CHRISTINA LOVE		B23.679007 08/02/2023	\$33.00	B40154968

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017102870
EXPIRES: 09/30/2024



TCLM ENTERPRISE INC
TCLM ENTERPRISE INC
13720 HAMLIN BLVD
WEST PALM BEACH FL 33412



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
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Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW GENERAL CONTRACTOR	RICHARDSON THOMAS EDGAR	CGC046458	B23.679083 08/02/2023	\$369.60	B40158759

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STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2019113154
EXPIRES: 09/30/2024



TCLM ENTERPRISE INC
TCLM ENTERPRISE INC
13720 HAMLIN BLVD
WEST PALM BEACH FL 33412



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P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	RICHARDSON THOMAS EDGAR	CGC046458	B23.679022 08/02/2023	\$27.50	B40154201

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018104625
EXPIRES: 09/30/2024



TCLM ENTERPRISE INC
TCLM ENTERPRISE INC
13720 HAMLIN BLVD
WEST PALM BEACH FL 33412

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Insurance Agency Inc. 1010 SW Martin Downs Blvd Palm City FL 34990		CONTACT NAME: Mitzy Taylor PHONE (A/C, No, Ext): (772) 426-9933 FAX (A/C, No): (772) 426-9943 E-MAIL ADDRESS: certificates@stateinsuranceagent.com																						
INSURED TCLM Enterprise Inc 13720 Hamlin Blvd West Palm Beach FL 33412		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER B:</td><td>Infinity Commercial Auto</td><td>11738</td></tr><tr><td>INSURER C:</td><td>Nautilus Ins Co</td><td>17370</td></tr><tr><td>INSURER D:</td><td>Lloyds of London</td><td>32727</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Kinsale Insurance Company	38920	INSURER B:	Infinity Commercial Auto	11738	INSURER C:	Nautilus Ins Co	17370	INSURER D:	Lloyds of London	32727	INSURER E:			INSURER F:		
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INSURER C:	Nautilus Ins Co	17370																						
INSURER D:	Lloyds of London	32727																						
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL2381017373 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			0100159600-2	08/11/2023	08/11/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			509820061410001	07/10/2023	07/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS ONLY						\$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB			AN1290877	08/11/2023	08/11/2024	EACH OCCURRENCE \$ 5,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED \$ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
D	Contractor Pollution Liability			ECOC725639	02/08/2023	02/08/2024	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Each Pollution Condition \$1,000,000
							Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Verification Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER SUNZ Insurance Solutions, LLC ID: (Convergence) c/o Convergence Employee Leasing, Inc. 9393-1 Mill Springs Drive Jacksonville, FL 32257	CONTACT NAME: Convergence PHONE (A/C, No, Ext): 904-731-9014 E-MAIL ADDRESS: Info@convergencepeo.com FAX (A/C, No): 904-731-0059
INSURED Convergence Employee Leasing, Inc. 9393-1 Mill Springs Drive Jacksonville FL 32257	INSURER(S) AFFORDING COVERAGE INSURER A: SUNZ Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 34762

COVERAGES

CERTIFICATE NUMBER: 77505563

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC006-00001-023	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: TCLM Enterprise Inc Client Eff Date: 12/6/2023

CERTIFICATE HOLDERTCLM Enterprise Inc.
13720 Hamlin Blvd
West Palm Beach FL 33412**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Lion Insurance Company

2739 US HWY 19 NORTH

HOLIDAY, FL 34691

Phone: 800-966-5562 / 727-938-5562 Fax: 727-937-2138

December 5, 2023

To Whom It May Concern:

RE: TCLM Enterprise Inc.

The NCCI Experience Modification Rating Factors for South East Personnel Leasing, Inc are as follows:

2018	.89
2019	.89
2020	.85
2021	.88
2022	.83
2023	.77

Effective date: January 1

If you have any questions, please contact me at 727-938-5562 ext 6021.

Sincerely,

Grant Dagleish
CFO

SECTION 00452
 BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
 ARBITRATION, AND SURETY COMPLETION
 LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
N/A	N/A	N/A	N/A	N/A	N/A

(Signed) 
 Christina Love Basile, President/Treasurer

SECTION 00453 NONCOLLUSION

AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Davis Road & Alameda Drive Drainage Improvements,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Christina Love Basile, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is President/Treasurer (officer's title)
of TCLM ENTERPRISE, INC. (company name),
the Bidder that has submitted the attached bid;
2. He\She is fully informed respecting the preparation and contents of the
attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in
any way colluded, conspired, connived, or agreed, directly or indirectly with any
other Bidder, firm, or person to submit a collusive or sham bid in connection
with the contract for which the attached bid has been submitted or to
refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm, or person to fix the price or prices in
the attached bid or of any other Bidder, or to fix any overhead, profit, or cost
element of the bid price or the bid price of any other Bidder, or to secure
through any collusion, conspiracy, connivance, or unlawful agreement any
advantage against the Village of Palm Springs or any person interested in the
proposed contract; and

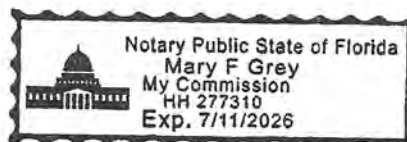
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Christina Love Basile

Subscribed and sworn to before me
this 30th day of April, 20 24

Notary Public Mary F. Grey



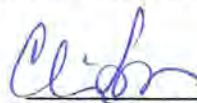
My commission expires 07/11/2026

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that TCLM ENTERPRISE, INC.
(Print or Type Name of Firm)

3. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
4. Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
5. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
6. Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
7. Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
8. Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."



Christina Love Basile

Authorized Signature

4/30/2024

Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 30th day of April, 20 24

Personally known or Produced Identification personally known

(Specify Type of Identification)

Signature of Notary

Mary F. Grey

My Commission Expires

07/11/2026



00454-1

DRUG-FREE WORKPLACE CERTIFICATE

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Christina Love Basile, who, being by me first duly sworn, made the following statement:

1. The business address of TCLM ENTERPRISE, INC.
(firm name of Bidder/Contractor)
is 13720 Hamlin Blvd, West Palm Beach, FL 33412.

2. My relationship to TCLM ENTERPRISE, INC.
(firm name of Bidder/Contractor)
is President/Treasurer.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

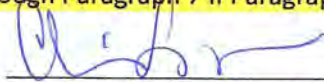
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~ N/A.

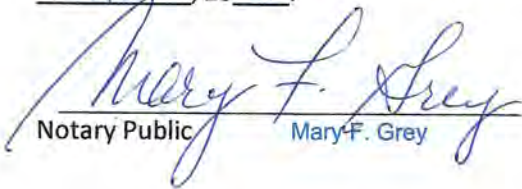
A copy of the order of the Division of Administrative Hearings is attached to this statement.

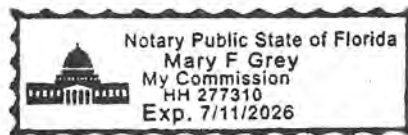
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)



(Signature) Christina Love Basile

Sworn to and subscribed to before me in the State and County first mentioned above on the 30th day of April, 2024.


Notary Public Mary F. Grey



(affix seal)

07/11/2026
My commission expires

SECTION 00456

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Christina Love Basile, on behalf of TCLM ENTERPRISE, INC. (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

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

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

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

CONTRACTOR:

By: 
 Name: Christina Love Basile
 Title: President/Treasurer
 Date: 4/30/2024

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 30th day of April, 2024, by Christina Love Basile, who is the President/Treasurer of TCLM ENTERPRISE, INC., who is personally known to me or who has produced personally known as identification.

NOTARY PUBLIC Printed Name of Notary Mary F. GreyMy Commission expires: 07/11/2026



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Public Works

ITEM #6: Resolution No. 2024-22: ITB No. 2024B-007 (Task Order #329) - 275 Alemeda Drive Multiple Buildings Demolition Project - Public Works ARPA Funded - Demcon Group, LLC

SUMMARY: The Agreement with Demcon Group LLC authorizes the contractor to perform the demolition services of the church property located at 275 Alemeda Drive at a cost not to exceed \$130,927.00. The Village purchased the vacant church property as part of the overall Parks and Recreation Master Planning to redevelop the Village Commons Park and add new features and open spaces. The demolition of this vacant property is the next step to prepare for the future redevelopment.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB No. 2024B-007) on April 4, 2024, for the demolition of multiple buildings at 275 Alemeda Drive inclusive of all permitting, erosion control, demolition, legal haul-off and disposal, grading, sodding and associated incidental work. This process was completed by the Village through a competitive selection process – 275 Alemeda Drive Multiple Buildings Demolition Project - (ITB No. 2024B-007) on May 8, 2024.

As a result of the Village's ITB, the following proposals were received:

<u>Vendor</u>	<u>Total Bid</u>
Demcon Group, LLC	\$130,927.00
National SWPPP Services	\$134,000.00

After reviewing the two (2) bids received, the Public Works Director, and the Village Attorney determined that Demcon Group, LLC provided the lowest, responsible, and most responsive bid. As a result, staff is requesting the Council to approve Task Order No. 329 in the amount not to exceed \$130,927.00 to Demcon Group, LLC.

FISCAL IMPACT:

Task Order #329 ARPA funded - The Agreement with Demcon Group LLC is at a cost not to exceed \$130,927.00

ATTACHMENTS:

1. Proposed Resolution No. 2024-22 Demcon Group, LLC Agreement clg
2. Exhibit A - "Demcon Group Agreement"
3. Full Bid Submittal - Demcon Group LLC

RESOLUTION 2024-22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE AGREEMENT WITH DEMCON GROUP, LLC, FOR AN AMOUNT NOT TO EXCEED \$130,927 FOR THE DEMOLITION OF MULTIPLE BUILDINGS AT 275 ALEMEDA DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village purchased the church property at 275 Alemeda Drive as part of the overall Parks and Recreation Master Plan to redevelop the Village Commons Park and add new features and open spaces; and

WHEREAS, the Village desires to demolish the buildings at 275 Alemeda Drive as the next step to prepare for the future redevelopment; and

WHEREAS, the desired demolition project will be an ARPA funded project (275 Alemeda Drive Multiple Buildings Demolition Project (TO #329)); and

WHEREAS, the Village advertised Invitation to Bid (ITB No. 2024B-007 – 275 Alemeda Drive Multiple Buildings Demolition Project (TO #329)) in the Lake Worth Herald on April 4, 2024; and

WHEREAS, the Village received two (2) bids in response to the ITB with Demcon Group LLC submitting the lowest, responsive and responsible bid; and

WHEREAS, the purpose of the agreement with Demcon Group LLC is to set forth certain terms and conditions for the provision of demolition services by Demcon Group LLC to the Village; and,

WHEREAS, the Village Council finds approving the Agreement with Demcon Group LLC serves a valid public purpose.

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

Section 1: The foregoing recitals are incorporated into this Resolution as true and correct findings of the Village Council.

Section 2: The Village Council approves the agreement with Demcon Group LLC (TO# 329) for the demolition of multiple buildings located at 275 Alemeda Drive to prepare for future redevelopment in the amount not to exceed \$130,927.00, which agreement is attached hereto as **Exhibit “A”** and incorporated herein.

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

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

Aye	Nay	Absent
-----	-----	--------

BEV SMITH, MAYOR

PATTI WALLER, VICE MAYOR

KIM SCHMITZ, MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this 13th day of June 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Demcon Group LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Demolition of the multiple buildings located at 275 Alemeda Drive, known as the church building.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 275 Alemeda Drive Multiple Building Demolition Project

ARTICLE 3 - ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Village of Palm Springs.
- 3.02 The Owner has retained N/A ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

- A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	MOBILIZATION	1	LS	7,500	7,500.00
2	MAINTENANCE OF TRAFFIC	1	LS	0	0.00
3	BONDS AND INSURANCE	1	LS	3,363	3,363.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
4	ASBESTOS ABATEMENT PRIOR TO DEMOLITION	1	LS	30,000	30,000.00
5	DEMOLITION AND DISPOSAL OF EXISTING BUILDINGS	1	LS	46,703	46,703.00
6	SITE GRADING AND SODDING	1	LS	18,361	18,361.00
7	PERMITTING ALLOWANCE	1	LS	10,000	10,000.00
8	CONTINGENCY ALLOWANCE	1	LS	15,000	15,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$130,927.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$ 130,927.00.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by

Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 13, inclusive).
 - 2. Performance bond (pages 1 to 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

- 5. General Conditions (pages 1 to 65, inclusive).
- 6. Supplementary Conditions (pages 1 to 10, inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of N/A sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
- 9. Addenda (numbers 1 to 1, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 36, inclusive).
 - b. Asbestos Survey and Inspection (pages 1 to 48 inclusive)
 - c. Phase 1 Environmental Assessment Report (pages 1 to 263 inclusive)
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Indemnity

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend

vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 Governing Law and Remedies

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. 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.

10.08 Office of the Inspector General

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 Public Records

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Village to perform the service.
 - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-534-8200 ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.10 Insurance

- A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:
 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Employer Liability:

Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
 - d. Foreign voluntary worker compensation Statutory
 1. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
(Bodily Injury and Property Damage)	
 3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:

Each Person	\$500,000
-------------	-----------

- | | |
|---------------------|-------------|
| Each Accident | \$1,000,000 |
| b. Property Damage: | |
| Each Incident | \$1,000,000 |
2. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
 - a. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000
 - 2) Each Occurrence \$1,000,000
 3. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
 - a. Contractor's Pollution Liability
 - 1) General Aggregate \$2,000,000
 - 2) Each Occurrence \$1,000,000
 4. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.11 Audit by Village

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

10.12 Copies of Data/Documents

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

10.13 Ownership

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

10.14 Limitations of Liability

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

10.15 Enforcement Costs

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

10.16 Copyrights and/or Patent Rights

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

10.17 Protection of Property

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

10.18 Damage to Persons or Property

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 Discrimination

- A. The CONTRACTOR 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 Construction Defects

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.21 Public Entity Crimes

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

10.22 Scrutinized Companies

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.23 E-Verify

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
 - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
 - 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

License No.: CGC035830
(where applicable)

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: 275 Alemeda Drive Multiple Buildings Demolition Project

Bid Number: 2024B-007

Bidders Name: Demcon Group, LLC

The following items must be submitted in the following order with your bid:

1. ☐ Completed Section 00400 - Bid Submission Checklist
2. ☐ Completed Section 00410 - Bid Form
3. ☐ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ☐ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ☐ Completed Section 00440 - Florida Trench Safety Act Certification
6. ☐ Completed Section 00451 - Qualifications Statement
7. ☐ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☐ Completed Section 00453 - Non-Collusive Affidavit
9. ☐ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☐ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☐ Completed Section 00456 - Scrutinized Companies
12. ☐ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.

Submit bid documents via Demandstar.com online system.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

BID FORM

ARTICLE 1 – BID RECIPIENT

12.01 This Bid is submitted (via Demandstar) to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

12.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
#1	4/30/24

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION	1	LS		\$7,500.00
2	MAINTENANCE OF TRAFFIC	1	LS		\$0.00
3	BONDS AND INSURANCE	1	LS		\$3,363.00
4	ASBESTOS ABATEMENT PRIOR TO DEMOLITION	1	LS		\$30,000.00
5	DEMOLITION AND DISPOSAL OF EXISTING BUILDINGS	1	LS		\$46,703.00
6	SITE GRADING AND SODDING (BAHIA)	1	LS		\$18,361.00
7	PERMITTING ALLOWANCE	1	LS	\$10,000.00	\$10,000.00
8	CONTINGENCY ALLOWANCE	1	LS	\$15,000.00	15,000.00
	TOTAL OF ALL BID ITEMS				\$ 130,927.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Bid Price

\$ 130,927.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: CGC035830 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Demcon Group, LLC

By:

[Signature]



[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Carlos Moremeno

Title:

Partner

Submittal Date: 5/8/24

Address for giving notices:

4671 NW 103rd Ave, Sunrise, FL 33351

Telephone Number: 954-922-8697

Fax Number: _____

Contact Name and e-mail address: Thomas McConnell

thomas@demcongroup.com

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Vensure HR) c/o Vensure HR Inc 1475 S. Price Road Chandler, AZ 85286	CONTACT NAME: Colleen DeWitt PHONE (A/C, No, Ext): 800-409-8958 E-MAIL ADDRESS: certs@vensure.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: SUNZ Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NATIONAL EMPLOYER SERVICES LLC Co-Employer For: Demcon Group LLC 1475 S. Price Road Chandler AZ 85286	NAIC # 34762

COVERAGES**CERTIFICATE NUMBER:** 79897218**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☒ N N/A	WC072-00001-024	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Demcon Group LLC
Client Effective: 1/1/2022
Project Name: 275 Alemeda Drive Village of Palms Springs

CERTIFICATE HOLDER

FL - FLORIDA

DEMCON GROUP, LLC
4671 NW 103rd Avenue
Sunrise FL 33351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Butler, Buckley, Deets, Inc.
6505 Blue Lagoon Dr Suite 250
Miami FL 33126

CONTACT NAME: Garrett Butler

PHONE
(A/C, No, Ext): 305-262-0086

FAX
(A/C, No): 305-262-0187

E-MAIL ADDRESS: gbutler@bbdins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: CLEAR BLUE INSURANCE CO

28860

INSURER B: CRUM & FORSTER INDEMNITY CO

31348

INSURER C: Admiral Insurance Company

44318

INSURER D: EVANSTON INSURANCE COMPANY

35378

INSURER E: MARKEL AMERICAN INS. CO.

28932

INSURER F:

INSURED
DEMCON GROUP, LLC
4671 NW 103 AVENUE
SUNRISE FL 33351

DEMCGRO-01

COVERAGES

CERTIFICATE NUMBER: 991072037

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			CA000050278-01	9/11/2023	9/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AQ1YFL002274-02	9/11/2023	9/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SEO-125983	9/11/2023	9/11/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D E	Commercial Umbrella Professional/Pollution			MKLV2EUL105742 CPLMOL113068	9/11/2023 9/11/2022	9/11/2024 9/11/2024	Each Claim/Agg \$ 6,000,000 Each Claim/Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status is granted when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Village of Palms Springs
275 Alameda Drive

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Demcon Group, LLC
4671 NW 103rd Avenue
Sunrise, FL 33351

SURETY (Name, and Address of Principal Place of Business):

United States Fire Insurance Company
305 MADISON AVENUE
MORRISTOWN, NJ 07960

OWNER (Name and Address):

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

BID

Bid Due Date: 5/8/2024

Description: 275 Alemeda Drive Multiple Buildings Demolition Project

BOND

Bond Number: N/A

Date: 5/8/2024

Penal sum Five Percent of Amount Bid

\$ 5% of Amount Bid

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Demcon Group, LLC (Seal)

Bidder's Name and Corporate Seal

SURETY

United States Fire Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature

Carlos Moremeno

Print Name

Partner

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Jarrett Merlucci

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Dania Gogerty
Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said

PENAL SUM FORM

statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

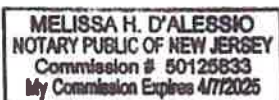


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8th day of May 2024

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1) <u>Cross Environmental Services</u> _____	<u>Asbestos Removal</u> _____
(2) <u>Action Sod</u> _____	<u>Sod Installation</u> _____
(3) _____ _____	_____ _____
(4) _____ _____	_____ _____
(5) _____ _____	_____ _____
(6) _____ _____	_____ _____
(7) _____ _____	_____ _____

BIDDER: Demcon Group, LLC

By: 

Name: Carlos Moremeno

Title: Partner

Date: 5/8/24

00431-1

TABULATION OF SUBCONTRACTORS
AND SUPPLIERS

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>0.00</u>
2. Special Shoring	\$ <u>0.00</u>

Identify method of compliance for Item #1: _____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Demcon Group, LLC

By: *Carlos Moremeno*

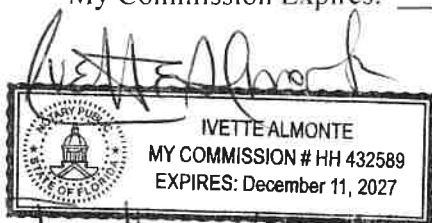
Name: Carlos Moremeno

Title: Partner

Sworn to and subscribed before me this 8th day of MAY, 2024

Ivette Almonte
Notary Public

My Commission Expires: 12/11/2027



00440-1

FLORIDA TRENCH SAFETY ACT CERTIFICATION

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Demcon Goup, LLC

Address: 4671 NW 103rd Ave.

Sunrise, Fl. 33351

2. SUBMITTED TO: Village Clerks Office

3. SUBMITTED FOR:

Owner: Village of Palm Springs

Project Name: 275 Alemeda Drive Multiple Building Demolition Project

TYPE OF WORK: Demolition

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Thomas McConnell

Title: Business Development

Phone: Office 954-922-8697 and Mobile 954-288-9339

Email: Thomas@demcongroup.com

5. AFFILIATED COMPANIES:

Name: n/a

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: Florida

Date of Organization: September 1, 2011

Executive Officers:

- President: Carlos Mormeneo

- Vice President(s): Earl G. Lowe

David Mittler

- Treasurer: _____

- Secretary:

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. **LICENSING**

Jurisdiction: State of Florida

Type of License: General Contractor

License Number: CGC035830

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS**

CERTIFIED BY: _____

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: Acrisure

Address: 15050 NW 79th Court , Suite 200

Miami Lakes, Fl . 33016

Bonding Agent: Nielson, Hoover & Company

Address: _____

Contact Name: Jarrett Merlucci

Phone: 305-722-2663

Aggregate Bonding Capacity: \$4,000,000,000

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: Bank of America

Address: Plantation , Fl

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Joel Vespia

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2024</u>	EMR	<u>1.0</u>
YEAR	<u>2023</u>	EMR	<u>1.0</u>
YEAR	<u>2022</u>	EMR	<u>1.16</u>
YEAR	<u>2021</u>	EMR	<u>1.07</u>
YEAR	<u>2020</u>	EMR	<u>0.68</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2023</u>	TOTAL NUMBER OF MAN-HOURS	<u>37,200</u>
YEAR	<u>2022</u>	TOTAL NUMBER OF MAN-HOURS	<u>43,000</u>
YEAR	<u>2021</u>	TOTAL NUMBER OF MAN-HOURS	<u>43,000</u>
YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>45,000</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>43,600</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Demcon Group, LLC

BY: Thomas McConnell

TITLE: Business Development

DATED: May 1, 2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 1st DAY OF May, 2024

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 12/11/2027



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience). ✓
2. Schedule B (Previous Experience). ✓
3. Schedule C (Major Equipment). ✓
4. Audited balance sheet for each of the last 3 years for firm named in Section 1. ✓
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement. ✓
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1. ✓
7. Required safety program submittals listed in Section 12. ✓
8. Additional items as pertinent.

SCHEDULE A
CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Margate Elementary	Name: Lego Constuction Address: Telephone:	Name: Company: Telephone:	05/05/2023	Total Demo	active	
Pine Grove Elementary	Name: The Weitz Comp Address: Telephone:	Name: Company: Telephone:	07/24/2023	Total Demo	active	
Marina Total Demo	Name: Asta Parking Address: Telephone:	Name: Company: Telephone:	01/25/2024	Total Demo	active	
San Remo 1537	Name: U.S. Construction Address: Telephone:	Name: Company: Telephone:	04/30/2024	Total Demo	active	
Bridge Prep Academy	Name: J.Raymond Address: Telephone:	Name: Company: Telephone:	04/29/2024	Interior Demo	active	
MDC Stem Lab	Name: State Contracting Address: Telephone:	Name: Company: Telephone:	05/01/2024	Interior Demo	active	
Dreyfoos School	Name: Proctor Address: Telephone:	Name: Company: Telephone:		Interior Demo	active	

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Port of Miami Terminal F	Name: Lemartec Address: Telephone:	Name: Company: Telephone:		Total Demo	closed	\$2.8
Live Nation War Memorial	Name: Lemartec Address: Telephone:	Name: Company: Telephone:		Interior Demo	closed	\$438,00
E.Deerfield Water Tank	Name: Cityof Deerfield Address: Telephone:	Name: Company: Telephone:		Total Demo	closed	\$400,000
Publix Wellington	Name: Oak Construction Address: Telephone:	Name: Company: Telephone:		Total Demo	closed	\$286,000
Herbert Ammons M. School	Name: Address: Telephone:	Name: Company: Telephone:			closed	\$312.00
USPS Oakland Park	Name: Engleke Const. Address: Telephone:	Name: Company: Telephone:		Interior Demo	closed	\$280,094
Clyde Atkins Courthouse	Name: Critical Path Const, Address: Telephone:	Name: Company: Telephone:		Interior Demo		\$160,000

EJCDC® C-451, Qualifications Statement.

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and American Society of Civil Engineers. All rights reserved.

Page 2 of 4

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

Signed) Carla Momeni

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The Demcon Group, LLC, herein called the "Owner."

Pursuant to bidding requirements for the work titled "275 Alameda Drive Multiple Building Demolition Project"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Broward

Carlos Moremeno, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is Partner (officer's title)
of Demcon Group, LLC (company name), the Bidder that has submitted the attached bid;
2. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

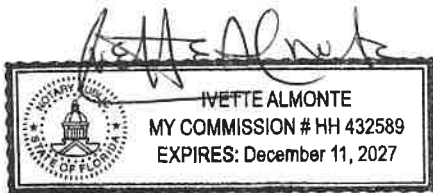
(Signed)

Carla Monahan

Subscribed and sworn to before me
this 3 day of May, 2024

Ivette Almonte
Notary Public
Ivette Almonte

My commission expires 12/11/2027



5-3-2024

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Demcor Group, LLC (Print or Type Name of Firm)

- “As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein.”

Carlos Marmorena
Authorized Signature

5/8/24
Date Signed

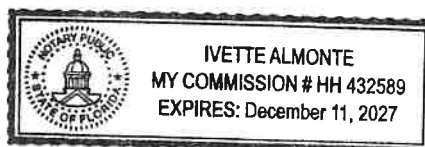
State of: Florida

County of: Broward

Sworn to and subscribed before me this day of **May** , 20 **24**

Personally known or Produced Identification _____
(Specify Type of Identification)


Signature of Notary

My Commission Expires 12/11/2027

00454-1

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of Demcon Group, LLC
(firm name of Bidder/Contractor)
is 4671 NW 103rd Ave, Sunrise, FL 33351

2. My relationship to Demcon Group, LLC
(firm name of Bidder/Contractor)
is Partner
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~

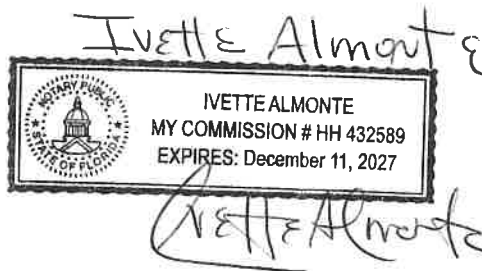
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

Carla Momen
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 17 day of May, 2024.

Ivette Almonte
Notary Public



(affix seal)

12-11-2027
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Carlos Mormeneo, on behalf of Demcon Group, LLC (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

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

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

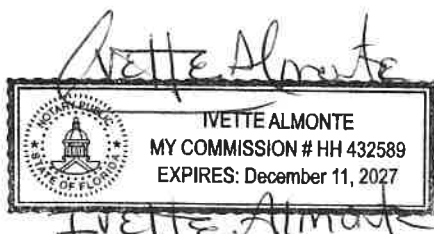
1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the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

CONTRACTOR:

By: *Carlos Mormeneo*
Name: Carlos Mormeneo
Title: President
Date: May 3, 2024

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was sworn to (or affirmed) and subscribed before this 3rd day of May, 2024, by Carlos Mormeneo, who is the President of Demcon Group, LLC, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC *Ivette Almonte*
Printed Name of Notary Ivette Almonte
My Commission expires: 12/11/2027

00456-1

SCRUTINIZED COMPANIES



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

275 Alemeda Drive Multiple Building Demolition Project

Addendum No. 1

ITB #2024B-007

April 30, 2024

BIDS DUE: 2:00 PM, Local Time, 05/08/2024

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for **275 Alemeda Drive Multiple Building Demolition Project**, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Section: None

IN THE SPECIFICATIONS

2. None

Delete:

None

Replace with:

None

Receipt acknowledged and conditions agreed to the 8 day of MAY, 2024.

DEMCON GROUP, LLC
Bidder

Carla Monahan
By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 SITE SURVEY

END OF ADDENDUM

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

Question 1: Will the Village provide a water source?

Response 1: The contractor shall apply for a water meter for the hydrant located in close proximity to the site and incorporate as part of the bid proposal cost

Question 2: Are the trees located on the project site to be removed?

Response 2: The existing trees are to remain and be protected during demolition activity

Question 3: Is the existing asphalt parking lot to remain?

Response 3: Yes, the asphalt parking lot is to remain and be protected during all work activities. Any damages to the parking lot shall be restored to a like or better condition.

Question 4: Can the Village provide a survey of the site?

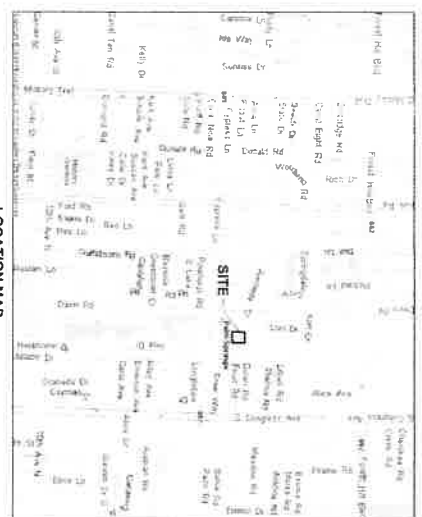
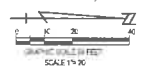
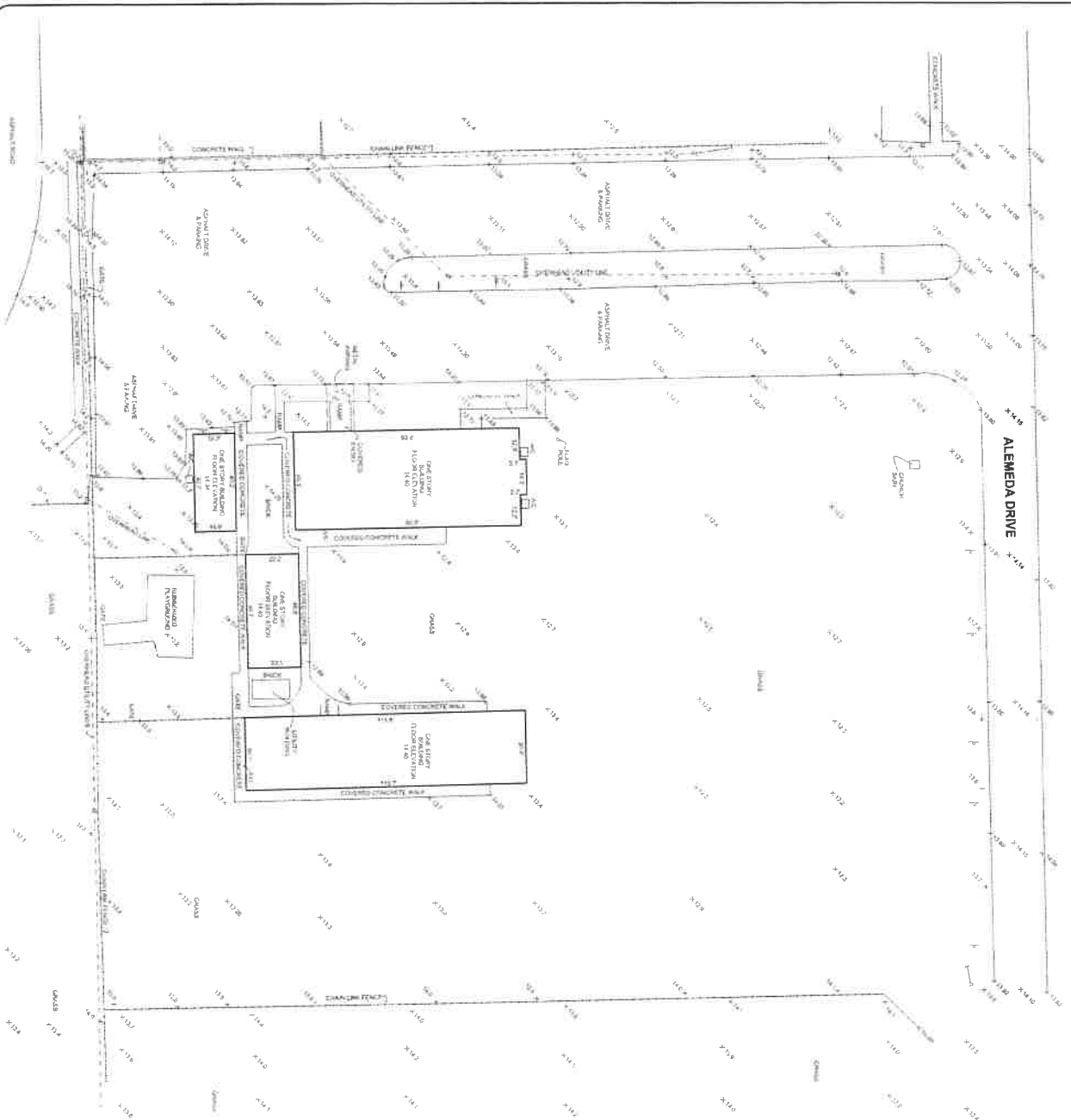
Response 4: Yes, please see attached survey of the site included in the addendum.

Question 5: Are permits required for the project?

Response 5: Yes, the contractor is to apply for and obtain all required permits for the work. Permit fees will be reimbursed to the contractor upon permit fee payment receipt submitted to the Village during the pay application submittals.

Question 6: How is the site to be restored after the building is demolished?

Response 6: The site is to be fine graded and sodded with Bahia. Any disturbed areas utilized for staging, equipment storage, etc. shall be graded and sodded to match existing conditions.



LOCATION MAP

SURVEY NOTES:

1. The survey was conducted in accordance with the California Professional Land Surveyor's Code of Ethics and the California Board of Professional Land Surveyors' Rules and Regulations.
2. The survey was conducted on the day of the survey and the results are as shown on the plan.
3. The survey was conducted by the surveyor and the results are as shown on the plan.
4. The survey was conducted by the surveyor and the results are as shown on the plan.
5. The survey was conducted by the surveyor and the results are as shown on the plan.
6. The survey was conducted by the surveyor and the results are as shown on the plan.
7. The survey was conducted by the surveyor and the results are as shown on the plan.
8. The survey was conducted by the surveyor and the results are as shown on the plan.
9. The survey was conducted by the surveyor and the results are as shown on the plan.
10. The survey was conducted by the surveyor and the results are as shown on the plan.

LEGEND
 D. 1/4 SECTION
 A.C. 1/4 SECTION
 S. 1/4 SECTION
 T. 1/4 SECTION

TIMOTHY M. SMITH
 LAND SURVEYING, INC.
 1575 ALAMEDA DRIVE
 OAKLAND, CA 94612
 (415) 771-1111

TOPOGRAPHIC SURVEY
 1575 ALAMEDA DRIVE
 OAKLAND, CA 94612
 (415) 771-1111





Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Public Works

ITEM #7: Agreement with USDOT FHWA for the Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant in the amount of \$250,000

SUMMARY: On December 13, 2023, the Village was awarded a \$200,000 Planning and Demonstration Grant through the Safe Streets for All (SS4A) program, administered by the United States Department of Transportation (USDOT). The grant requires a \$50,000 local match, totaling \$250,000 available to develop the Vision Zero Action Plan. The agreement with the USDOT memorializes the funding for developing an Action Plan to analyze, study, develop, and plan for village-wide safety improvements to our roadway corridors. The Village's next steps will be to engage the services of a qualified consultant to assist staff in developing the Action Plan, which will then be utilized to prioritize and identify safety improvements that can be entirely constructed and paid for through additional available SS4A grants as part of the Implementation Phase of the program, or other funding sources.

FISCAL IMPACT:

The Agreement is funded through the USDOT SS4A grant in the amount of \$200,000, and the local match of \$50,000 is funded through the approved FY2024 budget account 01441-53100.

ATTACHMENTS:

1. SS4A FY23 Village of Palm Springs FL - 5.28.24

- | | | |
|---|---|---|
| 1. Federal Award No.
693JJ32440338 | 2. Effective Date
See No. 16 Below | 3. Assistance Listings No.
20.939 |
| 4. Award To
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461 | 5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590 | |

Unique Entity Id.: GDBNMCZ6UMK5
TIN No.: 596020405

- | | | | | | | | | | | | | |
|---|--|----------------|-----------|------------------|-----|----------------------|-----|--------------|----------|--------|-----------|--|
| 6. Period of Performance
Effective Date of Award to
24 Months. | 7. Total Amount <table border="0" style="width: 100%;"><tr><td>Federal Share:</td><td style="text-align: right;">\$200,000</td></tr><tr><td>Recipient Share:</td><td style="text-align: right;">\$0</td></tr><tr><td>Other Federal Funds:</td><td style="text-align: right;">\$0</td></tr><tr><td>Other Funds:</td><td style="text-align: right;">\$50,000</td></tr><tr><td>Total:</td><td style="text-align: right;">\$250,000</td></tr></table> | Federal Share: | \$200,000 | Recipient Share: | \$0 | Other Federal Funds: | \$0 | Other Funds: | \$50,000 | Total: | \$250,000 | 9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) |
| Federal Share: | \$200,000 | | | | | | | | | | | |
| Recipient Share: | \$0 | | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | | |
| Other Funds: | \$50,000 | | | | | | | | | | | |
| Total: | \$250,000 | | | | | | | | | | | |
| 10. Procurement Request No.
HSA240324PRF | 11. Federal Funds Obligated
\$200,000 | | | | | | | | | | | |
| 12. Submit Payment Requests To
See Article 5. | 14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.4
1010.610066 | | | | | | | | | | | |

13. Description of the Project

The Village of Palm Springs is developing an Action Plan to prioritize safety by identifying areas with high crash rates, improve traffic flows, engage the public and proposing solutions for safe streets for all.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature

Date

Name: Michael Bornstein

Title: Village Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name: Hector Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE

FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Village of Palm Springs (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the SS4A Planning and Demonstration Grant to the Village of Palm Springs in the State of Florida.

The parties therefore agree to the following:

ARTICLE 1

GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: SS4A Planning and Demonstration Grant to the Village of Palm Springs in the State of Florida

Application Date: July 10, 2023

2.2 Award Amount.

SS4A Grant Amount: \$200,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The TPA's Vision Zero Action plan includes encouraging Palm Beach County and its 39 municipalities to adopt Vision Zero policies and local action plans to advance community safety. The Village of Palm Springs is a frequent advocate for Complete Streets through its capital infrastructure program and was one of Palm Beach County's first municipalities to adopt a Vision Zero Policy in November 2021 (Resolution No. 2021-36).

The Village of Palm Springs will ensure the Action Plan prioritizes safety by identifying areas with high accident rates or potential hazards and proposing a solution to mitigate them. The comprehensive safety action plan will lead to the development of strategies and projects that will address both existing and future vulnerabilities for motorists and other non-motorized users within the transportation system. Through the assessment of the existing data and policies, significant public engagement and an equity analysis based on the population characteristics of the community, the Plan will result in an effective tool for the City to provide safe streets for all.

The Village of Palm Springs is planning for its Action Plan to improve traffic flow and reduce congestion.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	N/A – Grantee submitted CE Exclusion Checklist – April 2024
Planned Draft Plan Completion Date:	February 2025
Planned Final Plan Completion Date:	April 2025
Planned Final Plan Adoption Date:	May 2025
Planned SS4A Final Report Date:	June 1, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$200,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	
In-Kind Match:	\$0
Other Funds:	\$50,000
Total Eligible Project Cost:	\$250,000

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only - **N/A**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Felipe Lofaso
Director of Public Works
Village of Palm Springs
226 Cypress Lane, Palm Springs, FL 33461
561-584-8200
flofaso@vpsfl.org

4.2 Recipient Key Personnel.

Name	Title or Position
Felipe Lofaso	Public Works Director
Tim Crespo	Public Works Assistant Director
Kim Glas-Castro	Assistant Village Manager

4.3 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Hector Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator - Florida
Agreement Officer's Representative (AOR)
3500 Financial Plaza, Suite 400
Tallahassee, FL 32312
(850) 553-2200
florida.fhwa@dot.gov

and

Carlos A. Gonzalez
Florida Division Office Lead Point of Contact
Transportation Specialist
3500 Financial Plaza, Suite 400
Tallahassee, FL
(850) 553-2221
Carlos.A.Gonzalez@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost

provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Village of Palm Springs, FL municipal boundaries consisting of Florida Mango to the east, Military Trail to the west, Lake Worth Road to the south and Summit Blvd to the north

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Previously Incurred Costs			N/A	N/A
Future Eligible Project Costs				
SS4AFunds			N/A	N/A
Other Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Future Eligible Project Costs			N/A	N/A
Total Project Costs			N/A	N/A

ATTACHMENT C

RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

To ensure an inclusive and representative process, an equity analysis is needed. This analysis will focus on initial equity impacts on underserved communities within the Village. These communities will be identified through data and other analyses in collaboration with appropriate partners. The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies. The Village has a diverse population that includes thousands of minorities, ethnicities, and older adults. According to the U.S. Census, the Village is 58.5% Hispanic, 18.6% White, 16.9% Black, and 4.8% Asian, with the remaining percentage including other ethnicities. The underserved communities of the population are often the most vulnerable to vehicle-related fatalities and injuries.

The Village of Palm Springs is planning for its Action Plan to improve traffic flow and reduce congestion. The Village will consider factors such as traffic volume, peak travel times, and bottlenecks to identify areas where improvements are needed. By implementing strategies like adding lanes, optimizing signal timing, or creating alternative routes, these plans can enhance transportation efficiency, reduce travel times, and improve overall mobility in the community.

In order to measure and examine the effects of improved traffic flows and reduced congestion on minority and low-income communities, post implementation studies and analyses will be required. The Village will work with the consultant in identifying and analyzing these minority and low-income communities, develop measurable strategies for traffic flow and congested areas, and perform post-implementation studies to assess the positive effects, including but not limited to reduction in accidents, reduction in bottlenecks, increased usage of public transit, and increased use of alternative modes of transportation.

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Village of Palm Springs will ensure the Action Plan prioritizes the impacts of climate change and mitigation strategies that align with the Southeast Florida Regional Climate Change Compact. These strategies will be considered and evaluated for each component of the Action Plan and the resulting project that is constructed in the Village.

Climate change resiliency strategies that are currently being implemented within the Village include electrification of the fleet, broader recycling program, LED lighting conversion projects, stormwater flooding mitigation projects, stormwater quality retrofit projects, and increased vegetation and plantings Village wide. These strategies are being implemented and integrated into every day maintenance and capital improvement projects.

The development of the Action Plan will incorporate climate change and environmental justice impacts as part of the overall plan.

In an effort to measure and evaluate the environmental justice impacts of the Action Plan, the Village will work with the consultant to determine current resiliency strategies and their effectiveness, and then develop and implement additional strategies to further incorporate climate change and environmental justice programs into all facets of decision making for policy, construction, and maintenance Village-wide.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

□ The Village ensures all positions are good paying jobs by conducting market research to remain competitive and fair. Currently, the Village has two unions PBA and SEIU. Specific positions within the Village are considered union based. The employee has the option to become a member paying employee by opting into paying dues. Each union has a Collective Bargaining Agreement that provides guidelines for specific situations (i.e., wages, certification pay, overtime, emergency pay etc). The contracts are usually for a three year term (subject to change during bargaining).

The Village of Palm Springs shall not discriminate on the basis of race, color, national origin, gender, religion, age, marital status, disability, or any other category protected by law, in employment or the provision of services. It is the intent of the Village to guarantee all persons equal opportunity to participate in or enjoy the benefits of Village services, programs, or provide reasonable accommodation in compliance with the

Americans with Disabilities Act (ADA); however, the Village reserves the absolute sole right to determine if the presence of any disability, as defined by the ADA, prevents the performance of the essential functions of an employee's position. The Village also has adopted a Drug Free Workplace Program in accordance with and pursuant to Section 440.102 of the Florida Statutes.



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Public Works

ITEM #8: Purchase Order with Step One Automotive Group for the procurement of two (2) Ford F250 trucks and one (1) Ford Transit Van

SUMMARY: As part of the FY24 budget approval process, Public Works identified the need to replace three (3) vehicles that are beyond their useful life and in need of replacement. The replacement vehicles will be two (2) Ford F250 pickup trucks and one (1) Ford Transit van.

The vehicles are being purchased through the State of Florida Department of Management Services Cooperative Purchase Agreement #25100000-23-STC at a cost not to exceed \$147,663.60, which is a savings of \$33,336.40 from the originally budgeted expenditure.

The Purchase Order with Step One Automotive, a contracted vendor through the State, will authorize the purchase of the vehicles and delivery is anticipated to be within 60 days.

FISCAL IMPACT:

The Purchase Order with Step One Automotive will be issued at a cost not to exceed \$147,663.60 from General Fund Account #01441-56400.

ATTACHMENTS:

1. Step One Automotive dba Ford Crestview - Agreement
2. 2024 T150 - Cargo Low Roof (Transit Van)
3. F250 4X4 - Regular Cab Xtra Long Bed



**State Term Contract
No. 25100000-23-STC
For
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Step One Automotive dba Ford Crestview** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, for the good and mutual consideration hereby acknowledged, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for two years. The Initial Contract Term shall begin on May 17, 2023. The Contract shall expire on May 16, 2025, unless terminated earlier in accordance with the Special Contract Conditions and Additional Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract for one year, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

State Term Contract No. **25100000-23-STC**
For
Motor Vehicles

- a) This Contract document
- b) Exhibit A, Scope of Work
- c) Exhibit B, Cost Sheet (Group 1 – 7)
- d) Exhibit C, STC Additional Special Contract Conditions
- e) Exhibit D, Special Contract Conditions
- f) Exhibit E, Price Quote Form (PQF)
- g) Exhibit F, Acknowledgement of Order Form

IV. Contract Management.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:

Todd Carter
Step One Automotive dba Ford Crestview
4060 Ferdon Blvd
Crestview, FL 32536
Telephone: (602) 430-7329
Email: TCarter@StepOneAuto.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**Step One Automotive
dba Ford Crestview**

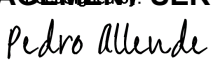
DocuSigned by:

0A03D315BE3048A
Eric Jore

5/16/2023 | 11:40 AM EDT

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**


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Secretary, Pedro Allende

5/17/2023 | 1:37 PM EDT

Date:

Exhibit A

Scope of Work

1. Purpose

To provide Customers with new and unused Motor Vehicles on a statewide basis, pursuant to the terms set forth in this Scope of Work. Contractors shall provide Motor Vehicles and applicable Options in accordance with the scope contained herein. All State Agencies shall comply with section 287.151, Florida Statutes, when purchasing under this Contract. The Motor Vehicles offered under the Contract shall be classified under the following Groups and Sub-Groups, which are listed and described as follows:

- Group 1: Law Enforcement Vehicles
 - Sub-Group A: Police Pursuit Vehicles
 - Sub-Group B: Special Service Vehicles
 - Sub-Group C: Transport Vans
 - Sub-Group D: Non-Specialized Vehicles for Law Enforcement Use Only
 - Sub-Group E: Motorcycles
- Group 2: Sedans and Hatchbacks
 - Sub-Group A: Sedans
 - Sub-Group B: Hatchbacks
- Group 3: Minivans and Vans
 - Sub-Group A: Minivans
 - Sub-Group B: Vans
 - Sub-Group C: Cutaways/Chassis Cabs
- Group 4: Sport Utility Vehicles
 - Sub-Group A: Crossover Sport Utility Vehicles
 - Sub-Group B: Traditional Sport Utility Vehicles
- Group 5: Light Duty Trucks
 - Sub-Group A: Compact and Mid-Size Pickup Trucks
 - Sub-Group B: Full-Size Pickup Trucks
- Group 6: Medium Duty Trucks
 - Sub-Group A: Pickup Trucks
 - Sub-Group B: Chassis Cabs
- Group 7: Low Speed Vehicles

2. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Brand – A particular name under which a Motor Vehicle or Option is sold by a Manufacturer. Examples include, but are not limited to: Ford, GMC, Chevrolet, Nissan, Toyota, etc.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes, from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, Florida Statutes.

Commodity Code – The State's numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from ITB No. 23-25100000-ITB.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters into a Contract with the Department as a result of receiving an award from ITB No. 23-25100000-ITB. A Contractor can be a Manufacturer or Dealer.

Cost – The actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

Cost Plus Percentage – The percentage the Contractor is allowed to charge above the Cost of the Model and applicable Options.

Customer – A State agency or Eligible User.

Dealer – A Manufacturer's certified dealer who has been authorized by the Manufacturer to market, sell, provide, and service the Models or Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001, Florida Administrative Code.

Free on Board (FOB) Destination – A shipping method as defined in section 672.319(1)(b), Florida Statutes.

Group – A series of Models with applicable Commodity Codes, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

Manufacturer – The original producer of a Motor Vehicle or Option, which may be sold under a Brand name. Examples include, but are not limited to: Ford Motor Company, General Motors (GM), Nissan Motor Corporation, Toyota Motor Corporation, etc.

Manufacturer's Last Order Date – The final date the Manufacturer stops accepting orders for a Model, either for a specific production year or overall (i.e., the discontinuation of a Model).

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities or services without the benefit of the Contract.

Model – A particular name used to identify a collection of Motor Vehicles that are sold under the same Brand name and are similar in style and appearance. Examples include, but are not limited to, Ford F-150, GMC Sierra, Chevrolet Suburban, Nissan Titan, Toyota Corolla, etc.

Motor Vehicle – A specific vehicle that meets the definition of "Motor vehicle" contained in section 320.01(1), Florida Statutes, or a specific vehicle that meets the definition of "Low-speed vehicle" as contained in section 320.01(41), Florida Statutes. The term includes all Options that are attached to or provided with the vehicle when it is manufactured. The Cost Plus Percentage shown in Attachment C, Cost Sheet (Group 1 – 7), shall apply to the Cost for the Motor Vehicle, regardless of whether any Options were specifically requested by the Customer or are considered "standard" or "optional" for the trim level ordered by the Customer.

Options – Options which meet the requirements, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Motor Vehicle by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry. Options include the following types:

- Non-Original Equipment Manufacturer (OEM) Option – A new and unused Option intended for the Motor Vehicle that is produced by a party other than the OEM. May also be referred to as an aftermarket Option.
- OEM Option - A new and unused Option intended for the Motor Vehicle that is produced by the OEM.

State – The State of Florida.

Sub-Group – A specific series of Models within a Group, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

3. Minimum Specifications and Standards

The Contractor shall ensure all Motor Vehicles and Options offered under this Contract comply with the following:

- a. Designed, constructed, equipped, assembled, and installed to be fully suitable for their intended use, purpose, and service pursuant to this Scope of Work;
- b. New and unused (except as specified in the Transportation and Delivery section of this Scope of Work), for the Manufacturer's latest Model year available, of current or recent production, and of the latest available design and construction;
- c. Include all features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current procedures and requirements for the applicable Manufacturer's Motor Vehicles;
- d. Free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability;
- e. Motor Vehicles and Options ordered by the Customer are fully compatible with each other;
- f. Comply with current legal, customary, reasonable, and professional standards of the Motor Vehicle and transportation equipment manufacturing industry;
- g. Comply with current mandatory and applicable federal and State of Florida Motor Vehicles standards and requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

4. Advertising and Marketing

No Dealer's advertising and identification (name, logos, etc.) is permitted on any Commodity offered under this Contract. The Manufacturer's advertising and identification (name, Model, logos, etc.) is permitted on any Commodity provided under this Contract if such advertising and identification is a Manufacturer's practice. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising and identification. The Department and Customers reserve the right to, in their sole discretion, determine what advertising and identification is considered unacceptable under this Contract.

5. Luxury, Performance, or Sport Motor Vehicles or Options

No luxury, performance, or sport Motor Vehicles or Options shall be permitted under this Contract. The Bureau of Fleet Management and the Contract Manager shall determine what is considered luxury, performance, or sport. All Options and equipment must be approved by the Bureau of Fleet Management in accordance with 60B-1 F.A.C.

6. Installation

When installation is required, the Contractor shall be responsible for ensuring the installation of the Options in the required locations at no additional charge, as specified in the Charges and Fees section. Options shall be assembled and installed by the Manufacturer, Dealer, or at the port. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance or render it structurally or operationally unsound. Installation includes the furnishing of any materials required to install or replace the parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

6.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must comply with section 319.21, Florida Statutes, perform Manufacturer required pre-delivery inspection, and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of aftermarket Options only. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of a body transfer or 3rd party body installations must be included in the Motor Vehicle's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration; however, the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

7. Warranty Repairs and Adjustments

All warranty repairs and adjustments are covered throughout the Contract term at no additional cost to Customer(s) or the Department. The Manufacturer shall be responsible for warranty and recall services performed, regardless of whether the Contractor actually performed the service. Nothing in this section requires or allows the Contractor to require the Customer to return the Motor Vehicle to the Contractor for warranty repairs and adjustments. The Customer shall be able to return the Motor Vehicle to any location authorized by the Manufacturer to perform warranty repairs and adjustments at no additional cost to the Customer.

7.1 Extended Warranty

This Contract does not include “extended warranty” service agreements. However, the Contractor may offer Customers “extended warranty” service agreements for the maintenance and repair of Commodities after the initial warranty expires, but not as a term of this Contract. The Contractor will list this additional service as a separate item on the invoice.

8. Federal and State Standards

All requirements herein are in full and complete compliance with all federal and State of Florida laws, standards, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes but is not limited to: Federal Motor Vehicle Safety Standards (“FMVSS”), Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services’ safety and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of Commodities and contractual services provided. If a conflict exists, the Contractor, regardless of whether it is the Manufacturer or Dealer, shall contact the Department’s Contract Manager in writing no later than 24 hours after identification of the conflict.

9. Warranty

The Manufacturer's warranty shall cover all Commodities and contractual services offered under the Contract. The Manufacturer's warranty is required to provide coverage against defective material, workmanship, and failure to perform. The Manufacturer's warranty coverage shall be identical to or exceed those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Inspection and Acceptance" section. Should the Manufacturer's warranty conflict with any requirements, terms, or conditions of the Contract, the Contract requirements, terms, and conditions shall prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer warranty terms and conditions.

10. Recalls

In the event there is a recall of any of the Motor Vehicle or Options, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure that defective Motor Vehicle and Options are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts related to recalls shall be at Contractor's own expense.

11. Manufacturer's Last Order Date and Production Schedule Changes

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Date to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day of receiving the order.

12. Model Additions, Replacements, and Deletions

A new Model may be added to Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The Model did not exist at the time of the original procurement;
- The Model is produced under a Brand for which the Contractor was awarded;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Model falls under a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded; and

- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor is less than or equal to the highest Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered for all Models in the same Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded.

An existing Model may be replaced by a newer Model in Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The new Model did not exist at the time of the original procurement;
- The new Model is produced under the same Brand as the existing Model;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Manufacturer's intent is to replace the existing Model with the new Model; and
- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor for the new Model is less than or equal to the Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage for the existing Model being replaced.

An existing Model may be deleted from Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if the Manufacturer discontinues production of the Model.

The Department reserves the right to delete Models, from this Contract by removing them from Attachment C, Cost Sheet (Group 1 – 7). Models may be removed at the sole discretion of the Department.

The Department reserves the exclusive right to approve or deny any addition, deletion, replacement, or other request under this section and to establish its effective date. Requests will be reviewed separately and accepted or rejected on an individual basis.

13. Price Quote Form (PQF)

Customers shall request a PQF from all Contractors awarded for a specific Model. If the Model is available from the Contractor, the Contractor shall provide Customers a completed PQF for Motor Vehicles and Options purchased under this Contract and all charges, including labor and installation, shall be itemized separately. The maximum pricing permitted shall not exceed the sum of the Cost and applied Cost Plus Percentage for the awarded Model and Options. The Customer and Contractor may negotiate a lower price.

Upon Customer request, the completed PQF shall be provided by the Contractor and returned to the Customer within two Business Days. The Contractor will provide the price available at the time of the PQF using the latest information available from the manufacturer at the time and considering Options or other additions to meet the Model and Options requested. The Contractor is responsible for communicating any potential price changes during the manufacturing process, and then give the Customer the option to accept the changes or cancel the purchase order. The Contractor shall be responsible for removing all non-eligible and unacceptable charges and fees under the Contract from the PQF.

At the time of quote, the PQF must be accompanied by documentation showing Cost and the added Cost Plus Percentage for the Customer. Upon delivery, the Contractor must provide documentation showing Cost and the added Cost Plus Percentage for the Customer. At a minimum, the Contractor shall provide documentation reflecting the actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

14. Department Approval (State Agency Only)

After receiving a completed PQF, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment

15. Acknowledgment of Order Form

The Contractor shall email Customers with a completed Attachment I, Acknowledgment of Order Form, within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure by the Contractor to provide the Customer the Acknowledgment of Order Form within five Business Days from the date the Contractor received the Customer's order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the Motor Vehicle(s) and Options which meets the requirements, terms, and conditions herein and shall not be higher than the Cost Plus Percentage provided in Attachment C, Cost Sheet (Group 1 – 7). If the awarded Motor Vehicle(s) and Options are not available or cannot be delivered within the contractually required timeframe, the Contractor must provide a comparable Motor Vehicle(s) and Options of equal or better value which meets or exceeds the requirements, terms, and conditions herein. The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

16. Acceptance of Order

The Contractor shall deliver the awarded Motor Vehicle(s) and Options listed on the Customer's order in accordance with the prices, Cost Plus Percentages, requirements, terms, and conditions of the Contract and the Customer's order.

17. Transportation and Delivery

The final price to the Customer shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of Motor Vehicles and Options shall be Free on Board (FOB) Destination to any location statewide as follows:

1. Motor Vehicles and Options not in stock or unavailable from a Manufacturer at the time of order must be delivered within 180 calendar days, and only based on industry delays, not to exceed 365 calendar days, after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 calendar day timeframe, due to industry delays, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Motor Vehicles and Options in stock must be delivered within 14 calendar days after receipt of the Customer's order unless an Option requires a post-Manufacturer or Dealer installation. These Options shall be delivered within 30 calendar days after receipt of the order.

Delivery of Motor Vehicles and Options is defined as the receipt by the Customer and delivered to the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor shall provide Customers a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. on Business Days and on the Customer's local time unless previously arranged and approved by the Customer in writing.

Deliveries of Motor Vehicles and Options can be made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or \$0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor.

The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All Motor Vehicles delivered by the Contractor to the Customer shall contain no less than $\frac{1}{4}$ tank of fuel as indicated by the fuel gauge at the time of delivery and receipt by the Customer.

The Contractor will perform a Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering Motor Vehicles and Options that are properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition;
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Motor Vehicle is completely assembled, unless otherwise noted by the Customer, and thoroughly tested and ready for operation upon Delivery.

All Motor Vehicles shall be delivered with the following, completed documents:

1. Manufacturer's PDI form;
2. A copy of the Customer's order;
3. Contractor's Attachment C, Cost Sheet (Group 1 – 7);
4. Manufacturer's invoice(s) for each delivered Commodity, including individual Motor Vehicle, and Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual
8. Manufacturer's warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed documentation or that have submitted altered forms to the Customer may be cause for default proceedings and Contract termination.

18. Inspection and Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer should inspect the Motor Vehicle and Options for any physical damage. The Contractor is obligated to correct any Customer identified errors or damage at no cost to the Customer.

Inspection and acceptance shall occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Motor Vehicles and Options shall be the responsibility of the Contractor until inspection and acceptance by the Customer. If a Motor Vehicle or Option requires service or adjustments, as required by the Customer, the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Motor Vehicle or Option, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

19. Commodities Title and Registration

The Contractor shall title and register Motor Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by the Customer at the time of delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by law to obtain title and registration for the Motor Vehicle independent of the Contractor and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgment of Order Form. However, the Customer shall then be obligated to title and register the Motor Vehicle and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the Customer's order.
The Customer's order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person's name, title, and telephone number should there be any questions.

20. Charges and Fees

All pricing under this Contract shall include the following in the Cost Plus Percentage:

1. Administrative;
2. Environmental;
3. *Tax, Tag, and Title;
4. *License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Motor Vehicle or Options according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
14. Installation (except as specified in the Body Transfer and 3rd Party Body Installations section of the SOW)

*Customers have the right to process their own Tax, Tag, and Title and License Plate Transfer. If this occurs, the Contractor shall credit the Customer for any applicable title fees.

Charges and fees in excess of those that existed on the date the Contract was entered into may be extended to Customers only if the amount of the increase is attributable to changes in market conditions. The amount of the charge or fee extended to Customers shall not exceed the difference between the amount of the charge or fee at the time of the request for Departmental approval and the amount of the charge or fee that existed at the inception of the Contract. Prior to extending any such charge or fee to Customers, the Contractor must request the Department's approval by submitting to the Contract Manager documentation and justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers.

The Department reserves the exclusive right to approve or deny the increase of any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the PQF; the Contractor shall provide documentation of the Department's approval with each PQF that includes the charge or fee.

21. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

22. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the [Transaction Fee & Reporting](#) section and [Training for Vendors](#) section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

23. Quarterly Sales Reports

The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within thirty (30) calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

24. Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

25. Ad Hoc Reports

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

26. Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- a. Contract compliance
- b. Contract savings (in dollar amount and cost avoidance)
- c. Spend reports by Customer
- d. Recommendations for improved compliance and performance

27. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. Customer's reserve the right to revise or add additional financial consequences for each order. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports to the Department	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received
Contractor will timely submit completed MFMP Transaction Fee Reports to the Department	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$250 per Calendar Day late/not received
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two Business Days following the Customer's request	\$250 per occurrence of an inaccurate or untimely Price Quote Form

Contractor will deliver Motor Vehicles with no less than a ¼ tank of fuel upon delivery to Customers	Contractor shall adhere to delivery requirements pursuant to the Transportation and Delivery section in the SOW	Upon each Motor Vehicle delivery to Customers	\$50 per occurrence of a Motor Vehicle delivery with less than a ¼ tank of fuel upon delivery to Customers
Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	\$250 per occurrence

No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that are required under this Contract.



Exhibit C

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing. Left intentionally blank.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all

prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The

Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit D

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Motor Vehicles (25100000-23-STC)						
Price Quote Form (PQF)						
(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)						
Updated 7/10/2023						
Awarded Contractor Information						
Contractor Name:		STEP ONE AUTOMOTIVE GROUP				
Street Address:		4060 S FERDON BLVD				
City, State, Zip:		CRESTVIEW FL 32536				
Contact Person:		MARK SAMPSON		Title:		MUNICIPAL AND GOVERNMENT FLEET ACCOUNTS MANAGER
Original Quote Date:		5/15/24	Revised Quote Date:			Est. Delivery:
Phone #'s:		Primary:	360-826-2294	Secondary:		
Email Address:		MSAMPSON@STEPONEAUTO.COM				
Fax #:						
Contractor's Purchase Order #:						
Requesting Customer Information						
Agency/Eligible User Name:		VILLAGE OF PALM SPRINGS				
Contact Person:		NICHOLE TERRANOVA		Title:		INVENTORY CLERK
Phone #'s:		Primary:	561-301-1110	Secondary:		
Email Address:		NTERRANOVA@VPSFL.ORG				
Fax #:						
Secondary Contact for Customer (Optional)						
Contact Person:				Title:		
Phone #'s:		Primary:		Secondary:		
Email Address:						
Fax #:						
INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED COST SHEET.						
UNSPSC Commodity Code*		Group		Sub-Group		Line Number
25101507		5 LIGHT DUTY TRUCKS		B FULL SIZE PICKUP TRUCKS		17
Brand		Model		Cost Plus % (###%)		
FORD		2023 F250 SRW 4X4 REG CAB XL 142" WB 6.8L V8 10 SP AUTO (F2B)		2.90%		
MOTOR VEHICLE						
COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.						
Motor Vehicle Description				Cost (per unit)	Cost Plus %	Total Customer Price
2023 F250 SRW 4X4 REG CAB XL 142" WB 6.8L V8 10 SP AUTO (F2B)				\$44,422.00	2.90%	\$ 45,710.24
Non-standard accessories, components, equipment, features, parts, etc. that are attached to or provided with the vehicle when it is shipped from the Manufacturer:						
TOTAL COST: Motor Vehicle (per unit)						\$ 45,710.24
OEM OPTIONS						
COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.						
OEM Option Description		Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
F25H 4X4 STYLESIDE PICKUP/142				\$ -		\$ -
SPECIAL DEALER ACCOUNT ADJUSTM			-\$435.00	\$ (447.62)	1	\$ (447.62)
SPECIAL FLEET ACCOUNT CREDIT			-\$652.00	\$ (670.91)	1	\$ (670.91)
2023 MODEL YEAR				\$ -		\$ -
Z1 OXFORD WHITE				\$ -		\$ -
AS MEDIUM DARK SLATE VINYL				\$ -		\$ -
PREFERRED EQUIPMENT PKG.600A				\$ -		\$ -
.XL TRIM				\$ -		\$ -
572 .AIR CONDITIONING -- CFC FREE				\$ -		\$ -
.AM/FM STEREO MP3/CLK				\$ -		\$ -
99A .6.8L DEVCT NA PFI V8 ENGINE				\$ -		\$ -
44F 10-SPEED AUTO TORQSHIFT-G				\$ -		\$ -
TD8 .LT245/75R17E BSW ALL-SEASON				\$ -		\$ -
X3E 3.73 ELECTRONIC-LOCKING AXLE			\$430.00	\$ 442.47	1	\$ 442.47
FORD FLEET SPECIAL ADJUSTMENT			-\$250.00	\$ (257.25)	1	\$ (257.25)
10000# GVWR PACKAGE				\$ -		\$ -
425 50 STATE EMISSIONS				\$ -		\$ -
JACK				\$ -		\$ -
67E 250 AMP ALTERNATOR			\$85.00	\$ 87.47	1	\$ 87.47
SPCL. DLR. ACCT. ADJ. CR.			\$11.00	\$ 11.32	1	\$ 11.32
DESTINATION & DELIVERY			\$1,795.00	\$ 1,847.06	1	\$ 1,847.06
FUEL CHARGE			\$28.64	\$ 29.47	1	\$ 29.47
NET INVOICE FLEET OPTION (B4A)			\$7.00	\$ 7.20	1	\$ 7.20
SHIPPING WEIGHT 5939 LBS.				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
TOTAL COST: OEM Options (per Motor Vehicle)						\$ 1,049.21
NON-OEM OPTIONS						
COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.						



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Utilities

ITEM #9: Work Authorization No. CH-U02 - RL Pratt Water Treatment Plant Lime Slurry System Replacement (Task Order No. 339) - Utilities Department (FY 2024 - Water & Sewer Enterprise Fund) - CHA Consulting, Inc.

SUMMARY: The Village owns and operates the RL Pratt Water Treatment Plant that utilizes a lime slurry system to soften the finished potable water. The current system is near the end of its useful life and the Village desires to replace the existing system. The RL Pratt Water Treatment Plant Lime Slurry replacement will include demolition of the existing system, relocation of 2 lime slurry tanks, New Slurry / Feeder System and pumps, new Control System, all necessary Electrical, Piping and SCADA modifications.

As a result, the Village Council is requested to approve Work Authorization No. CH-U02 to support all required professional engineering services and related tasks associated with The RL Pratt Water Treatment Plant Lime Slurry System Replacement TO# 339 by CHA Consulting, Inc., the Village's contracted engineering firm. The associated costs to provide the professional engineering services to complete this project is **\$154,045.14**.

The Village Council has approved \$500,000.00 for the RL Pratt Water Treatment Plant Lime Slurry System Replacement (TO# 339) with the FY 2024 Budget - Water and Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Staff recommends approval of the proposed Work Authorization No. CH-U02 with CHA Consulting, Inc. for the amount of **\$154,045.14** for professional engineering services associated with the RL Pratt Water Treatment Plant Lime Slurry System Replacement (TO# 339). If approved, the Village would accept CHA Consulting, Inc.'s pricing as outlined within the previously approved General Consulting Services Continuing Contract with CHA Consulting, Inc. including all terms, conditions, and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ #2018R-002 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes. A copy is available upon request at the Clerk's Office.

If approved, it is estimated that the proposed The RL Pratt Water Treatment Plant Lime Slurry System Replacement (TO# 339) work will take approximately Five Hundred Fifty (550) days to complete from the date the work authorization is issued to CHA Consulting, Inc. by the Village.

The proposed work authorization was prepared by CHA Consulting, Inc. and reviewed by the Assistant Utilities Director, Village Project Manager, Village Attorney and Finance Director.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed WA No. CH-U02 - CHA Consulting, Inc.
2. CIP Project Request - TO #339
3. Fiscal Impact Statement - TO #339



April 8, 2024
X87408.000 (400-000.BD)

Mr. Paul Ward
Assistant Utilities Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Ward:

Reference: Proposal for Engineering Services – Design and CEI Phases
R.L. Pratt WTP Lime Slurry System Replacement
Task Order No. 339
Work Authorization No.: CH-U02

In accordance with your request, we are pleased to submit this proposal for providing engineering services for the above referenced project. This proposal includes:

1. Preparation of drawings and specifications (Design Phase).
2. Regulatory permitting (not applicable).
3. Assistance during bidding and contract award (Design Phase).
4. Construction Engineering and Inspection (CEI Phase).

The proposed scope of work for this project is attached as Task Order No. 339. Our proposed engineering service fees shall be as tabulated below:

PROJECT PHASE	FEE TYPE	PROPOSED FEE
Design	Lump Sum	\$85,849.24
CEI	Hourly Not-to-Exceed	\$68,195.90
Total Fee		\$ 154,045.14

A breakdown of each above fee calculation is included as an attachment to the Task Order.

CHA Consulting looks forward to providing professional engineering services to the Village of Palm Springs on this water treatment system improvement project. If you have any questions or require additional information pertaining to the enclosed Task Order or the project in general, please do not hesitate to contact me.

Sincerely,

Douglas K. Hammann, P.E.



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE : April 8, 2024

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO.: CH-U02 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) NO.: 339 G/L CODE: 41336-56300

CHA Consulting, Inc. PROJECT NO.: 087408.000

PROJECT TITLE: Pratt WTP Lime Slurry System Replacement

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

I. PROJECT DESCRIPTION

The RL Pratt WTP Lime Slurry System Upgrade project will improve the existing process as follows:

- A. Temporary improvements required to maintain lime slurry preparation and feed during construction of proposed improvements.
- B. Selective demolition of existing mechanical, structural and electrical facilities, and components to facilitate space requirements for construction and post construction facility operation and maintenance.
- C. Two (2) new 500 pound per day slurry/feeder/slaker system(s) with process water distribution panels and feeder venting fans.
- D. Relocation of two (2) existing lime slurry tanks.
- E. Replacement and Relocation of two (2) existing lime slurry feed pumps from current exterior locations to new interior locations.
- F. Two new lime feeder/slaker control panels.
- G. Coordinate the new proposed lime feeder/slaker control panels with plant SCADA network.
- H. Piping system modifications for process water service, lime slurry and venting.
- I. Electrical power and control system modifications for new equipment.
- J. SCADA System upgrades to incorporate upgraded lime slurry process improvements.
- K. New emergency eyewash/shower(s) with alarm connections to SCADA. One will be inside the lime preparation room and a second can be located outside of the lime preparation room.
- L. Ancillary improvements inclusive of: protective coatings; electrical and site restoration.

II. SCOPE OF SERVICES

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

Design Phase

Task D1 – Project Administration/Management

This task focuses on the administration of the project including project setup, client interface, subconsultant management, general project management and contract administration.

Task D2 – Data Gathering and Preliminary Coordination/Information

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

- A. Visit the site and review pertinent features that may impact design and/or construction. This will include field review, coordination, and confirmation proposed improvement locations.
- B. Collect data available for existing facilities, including field conditions, existing facility record drawings and connection locations to existing mechanical and electrical.
- C. Meet with VILLAGE staff to discuss and confirm the project requirements.

Task D3 – Prepare Basis of Design Memorandum

This task shall consist of preparation of a Basis of Design Memorandum. The Basis of Design Memorandum will include the following:

- A. Confirmation of WTP Design Flow Rates, lime dosage rates, and daily lime usage volume.
- B. Confirmation of System Design Criteria.
- C. Prepare a Basis of Design Memorandum based on the following outline:
 - Introduction.
 - General Design Criteria/Requirements/Assumptions.
 - Existing Lime Preparation and Feed System.
 - Design Calculations.
 - Proposed Lime Preparation and Feed System.
 - Attachments.

Task D4 – Drawings and Engineering

This task consists of the engineering and the development of plans necessary to construct this project.

- A. Prepare detailed drawings for the proposed work discussed above. A tentative list of final design drawings to be developed for this project is presented in Attachment 1. Drawings will be prepared using drafting standards as developed by CONSULTANT.

Task D5 – Specifications Preparation

This task consists of the preparation of specifications necessary to construct this project.

- A. Prepare technical specifications required for this project per CSI Divisions 1 through 16. A tentative list of specification sections to be prepared for this project is presented in Attachment 2.

Task D6 – Prepare Opinions of Probable Construction Cost (OPCC)

This task consists of the preparation of an opinion of probable construction cost this project.

- A. Prepare 90%, and 100% (FINAL) opinions of probable construction cost for improvements proposed under this project.

Task D7 – Submit and Review (Quality Control)

CONSULTANT will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss VILLAGE review comments. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

- A. 30% Basis of Design Memorandum.
- B. 90% Drawings, Specifications and OPCC.
- C. 100% Drawings, Specifications and OPCC.

The CONSULTANT will incorporate the agreed-upon revisions noted by VILLAGE. A total of three (3) meetings with VILLAGE is the level of effort for this Task.

Task D8 – Permit Preparation Assistance

This task consists of preparing the following permit application submittals:

- A. No FDEP regulatory permits are anticipated. Work required is maintenance replacement per FAC 62-555.520.(1).(c).1. Notification to the FDEP Southeast per Rule will be provided.

Any additional regulatory permits required beyond the above will be considered as outside the scope of this proposal.

Building permits (where applicable) during construction are obtained by Contractor per the contract documents.

Task D9 – Bidding Assistance Services

CONSULTANT shall:

- A. Assist VILLAGE Clerk's Office with preparation of the VILLAGE Standard Bidding and Contract Documents, by providing project specific information.
- B. Review the Standard Bidding and Contract Documents prepared by VILLAGE and confirm coordination with project technical specifications and drawings.
- C. Assist VILLAGE with bid advertisement, by providing electronic drawings and technical specifications.
- D. Attend pre-bid meeting and provide VILLAGE with meeting notes. Pre-bid meeting minutes shall be prepared and distributed by VILLAGE.
- E. Review and respond to Bidder questions. CONSULTANT shall provide responses to VILLAGE. VILLAGE shall distribute responses to Bidders. When responses require written addenda, CONSULTANT shall prepare and submit information to VILLAGE. VILLAGE shall finalize and distribute all addenda.
- F. CONSULTANT shall Attend bid opening.

Task D10 – Bid Evaluation and Recommendation of Award Assistance

CONSULTANT shall:

- A. Review and evaluate bids received.
- B. Review VILLAGE tabulation of bids received.
- C. Assist VILLAGE with confirmation of Bidder references.
- D. Prepare a recommendation of award letter and submit to VILLAGE.

Construction Engineering and Inspection Phase

Task C1 – Project Administration/Management

This task focuses on the administration of the project including project phase setup, client interface, subconsultant management, general project management and contract administration.

The construction engineering and inspection phase including project closeout is estimated to be 300 calendar days.

Task C2 – Preconstruction Activities Prior to the Notice to Proceed

After issuance of a Notice of Award by VILLAGE, CONSULTANT will:

- A. Assist VILLAGE in the preparation, execution and distribution of the Contract Documents.
- B. Coordinate, attend, preside over and prepare minutes of the preconstruction conference.
- C. Assist Contractor in finalizing the building permits required for the construction of this project by providing the required number of signed/sealed drawing sets, for

Contractor's building permit application submittal.

Task C3 – Consult and Advise

CONSULTANT shall provide technical advice and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or Contractor by responding to RFI's or other documentation. Twenty (20) RFIs is the estimated level of effort for this task.

Task C4 – Review Shop Drawings/Submittals

Review Shop Drawings and samples, the results of tests and inspections, and other data submitted by the Contractor in accordance with the Contract Documents. A total of twenty (20) submittals is the estimated basis for this item's budget.

Task C5 – Review Pay Requests and Schedules

Review estimated eight (8) monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative(s), and the CONSULTANT prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through project completion.

Task C6 – Perform Periodic and Milestone Inspections

CONSULTANT will :

- A. Make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits (where applicable).
- B. Site visits for equipment and systems commissioning and startup.

It is anticipated that there will be a total of eight (8) periodic site visits.

CONSULTANT will:

- A. Perform inspections to determine that the project has achieved substantial completion.
- B. Perform inspections to determine the works readiness for final acceptance and that the work has been completed in general conformance with the Contract Documents.
- C. Perform inspections to certify completion of construction to permitting agencies requirements, where applicable.

Four (4) such site visits are anticipated.

Task C7 – Progress Meetings

CONSULTANT shall attend six (6) monthly construction related progress meetings. CONSULTANT shall schedule, preside over, and generate/distribute minutes of these meetings. The purpose of these meetings is to formally coordinate the activities of the CONTRACTOR and VILLAGE; resolve conflicts and to review work progress and procedures required to satisfactorily complete the work.

Task C8 – Contract Modifications

CONSULTANT shall develop the necessary data, notes and clarification drawings required to prepare contract modification(s) to reflect adjustments to the construction project. One (1) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

Task C9 – Project Closeout

CONSULTANT shall:

- A. Review Contractor's field as-built drawing information which shows the work as it was constructed.
- B. Prepare record drawings based on Contractor's field data.
- C. Prepare and submit record documents to VILLAGE.
- D. Prepare and submit other closeout documentation as specified in the contract documents.
- E. Attend the final project reconciliation meetings with VILLAGE and Contractor

Task C10 – Regulatory/Permitting Agency Documentation and Project Closeout Submittals

Project services in connection with preparing acknowledgment of Final Completion construction submittals with record drawings to the following agencies:

- A. Palm Beach County Building Department. (CONSULTANT shall assist Contractor by providing signed and sealed Record Drawings at Contractor's request.)

Task C11 – Special Services

CONSULTANT shall provide special services during construction consisting of the following items:

Resident Services

To monitor that project is constructed in general conformance with the Contract Documents CONSULTANT shall provide project observation consisting of the following:

- A. Periodic on-site observations of the Contractor's performance. The limits of the

authority of the on-site representative are as defined within the Construction Contract Documents. The observations shall include:

1. Observe any tests and review the results of tests required of the Contractor by the Contract Documents.
2. Observe the placement of reinforcing steel and all concrete pours. Observe the construction of all piping and equipment placement.
3. Assist with commissioning, startup and check out the operation of all new equipment and control systems.
4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.
5. To estimate the efforts of the CONSULTANT's project representative, it is anticipated that a person would need to visit the project site twenty (20) times, approximately 4 hours per visit.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 4.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Attachment 3.

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

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the Design Phase tasks as outlined in the scope of services for the Lump Sum Fee of \$85,849.24 as outlined in Table 1, below, and further detailed in Attachment 5.

Table 1 Design Phase Budget Summary

Description	Total
D1 – Project Administration/Management	\$3,636.00
D2 – Data Gathering and Preliminary	\$2,784.00
D3 – Prepare Basis of Design Memorandum	\$5,075.00
D4 – Drawings and Engineering	\$48,980.00

D5 – Specifications Preparation	\$5,598.00
D6 – Prepare Opinions of Probable Construction Cost	\$1,572.00
D7 – Submit and Review (Quality Control)	\$5,700.00
D8 – Permit Preparation Assistance – N/A	N/A
D9 – Bidding Assistance Services	\$1,913.00
D10 – Bid Evaluation and Recommendation of Award	\$1,884.00
Reimbursable Expenses and Subconsultants	\$8,707.24
TOTAL	\$85,849.24

CONSULTANT's services during Design phase will be billed monthly as a percentage of project completion.

The CONSULTANT will perform the Construction Engineering and Inspection Phase tasks as outlined in the scope of services for the Estimated Not-to-Exceed Fee of \$68,195.90 as outlined in Table 2, below, and further detailed in Attachment 6.

Table 2 Construction Engineering and Inspection Phase Budget Summary

Description	Total
C1 – Project Administration/Management	\$5,505.00
C2 – Preconstruction Activities Prior to Notice to Proceed	\$4,572.00
C3 – Consult and Advise	\$7,200.00
C4 – Review Shop Drawings/Submittals	\$8,280.00
C5 – Review Pay Requests and Schedules	\$3,312.00
C6 – Perform Periodic and Milestone Inspections	\$8,128.00
C7 – Progress Meetings	\$3,648.00
C8 – Contract Modifications	\$1,136.00
C9 – Project Closeout	\$4,440.00
C10 – Regulatory/Permitting Agency Project Closeout	\$264.00
C11- Special Services	\$10,880.00
Reimbursable Expenses and Subconsultants	\$10,830.90
TOTAL	\$68,195.90

CONSULTANT's services during Construction Engineering and Inspection phase will be billed at the hourly rates specified in the First Amendment to Professional Services Agreement (Engineering Services) dated September 13, 2018 for personnel working directly on the project plus direct expenses in connection therewith, not to exceed the above total fee without prior VILLAGE Council approval. CONSULTANT will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. CONSULTANT reserves the right to reallocate funds from task to

task when needed for proper completion of the project. Any unused portion of the total estimated not-to-exceed fee will not be billed to the VILLAGE.

VI. ASSUMPTIONS

DATA OR ASSISTANCE TO BE PROVIDED BY VILLAGE:

- A. Provide available copies of existing record drawings for all water facilities impacted in the project areas.
- B. Provide WTP operational data related to the project scope.
- C. Assist with field verification of existing underground and above ground utilities and facilities, as requested.
- D. Assist with regulatory agencies, and payment of all permit fees.
- E. Attendance at project meetings.
- F. Provide general project review, where required.
- G. Prepare and provide VILLAGE Standard Bidding and Contract Documents.
- H. VILLAGE Project Representative Services (Part time when CONSULTANT's representative is not on site.) Services which will be provided by the VILLAGE resident project representative will include the following:
 - 1. Monitor that project is constructed in conformance with the Contract Documents.
 - 2. Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Contract Documents.
 - 3. Observe field tests and review the results of tests required by the Contract Documents.
 - 4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.
 - 5. Provide written daily reports of Contractor activity to the CONSULTANT in format provided by the CONSULTANT.
 - 6. Provide photographs of the work during construction showing typical construction progress.
 - 7. Keep the CONSULTANT informed of any changes which need to be made and assist CONSULTANT with the change decision.

8. Be present at all required times for permit compliance.

TASK ORDER DOES NOT INCLUDE PROVISION OF THE FOLLOWING ITEMS:

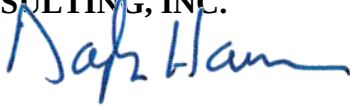
- A. Preparation of permit submittal application(s) to the Palm Beach County Building Department.
- B. Any expert witness or testimony services.
- C. Payment of Permit fees.
- D. Surveying Services.
- E. Services not specifically indicated in this Task Order.

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VII. AGREEMENT REFERENCE

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

CHA CONSULTING, INC.



By: _____

Print Name: Douglas K. Hammann, PE

Title: Project Team Leader

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT 1

TENTATIVE LIST OF DRAWINGS

Drawings Sheet No.	Title
General	
G-00	Cover Sheet
G-01	Index to Drawings and Project Location/Work Area Map
G-02	General Notes and Legends
G-03	Abbreviations
G-04	Mechanical Legends and Symbols
G-05	Architectural and HVAC Legends
G-06	Process and Instrumentation Legend (Sheet1)
G-07	Process and Instrumentation Legend (Sheet2)
G-08	Design Criteria
G-09	Overall Plant Flow Schematic
G-10	Sequence of Construction and Coordination
Demolition	
D-01	Existing Lime Slurry System Demolition Plan, Section and Details
D-02	Existing Lime Slurry System Demolition Details
Civil	
C-01	Overall Site Plan
C-02	Work Area Restoration Plan
Architectural	
A-01	Lime Slurry System Modification Floor Plan
A-02	Finish Schedules
AD-01	Standard Details - Architectural
Structural	
Not Used	
Mechanical	
M-01	Piping Schedule and General Mechanical Notes
M-02	Lime Slurry System Modification Floor Plan
M-03	Lime Slurry System Modification Sections
M-04	Lime Slurry System Modification Details
M-05	Lime Slurry System Modifications Piping Schematics
M-06	Lime Slurry System Modification Piping Isometrics
M-07	Lime Slurry Pumps Relocation Details
MD-01 to MD-04	Standard Details - Mechanical
Process and Instrumentation	
I-01	Overall Plant Schematic
I-02	Unit Process 6 – Lime Feed System (Demolition)
I-03	Unit Process 6 – Lime Feed System (Modification)
ID-01	Standard Details - Instrumentation
Electrical	
E-01	Electrical Notes and Legends
E-02	Existing Chemical Building Electrical Partial Demolition Plan
E-03	Existing Chemical Building Electrical Equipment Modification Plan
E-04	Existing Chemical Building Electrical One-Line Modifications
E-05	Existing SCADA Network Diagram Modification
E-06	Electrical Schedules

E-07	Specific Electrical Details
ED-01 to ED-02	Standard Details - Electrical

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ATTACHMENT 2

TENTATIVE LIST OF SPECIFICATIONS

<u>SECTION NO.</u>	<u>TITLE</u>
PART 1	BIDDING REQUIREMENTS By VILLAGE
PART 2	CONTRACT FORMS By VILLAGE
PART 3	CONTRACT CONDITIONS By VILLAGE
PART 4	SPECIFICATIONS¹
	Division 1
	General Requirements
	01005 General Requirements
	01010 Summary of Work
	01200 Project Meetings
	01300 Submittals
	01400 Quality Control
	01500 Construction Facilities and Temporary Controls
	01505 Mobilization/Demobilization
	01700 Contract Closeout
	01720 Project Record Documents
	01730 Operation and Maintenance Data
	01740 Warranties and Bonds
	Division 2
	Sitework
	02500 Restoration and Cleanup
	Division 3
	Concrete
	Appendices

Notes:

¹ Divisions not listed are not required.

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ATTACHMENT 3

PRELIMINARY PROJECT SCHEDULE¹

<u>Activity</u>	Duration (Days)	Cumulative Time (Days from NTP)
Authorization to Proceed	0	0
Preliminary Matters and Data Gathering	14	14
Submit Preliminary Design Memo (30% Submittal)	21	35
Receive VILLAGE 30% Review Comments	07	42
Submit 90% Drawings and Specifications	60	102
Receive VILLAGE 90% Review Comments	14	116
Submit 100% Final Drawings and Specifications	30	146
Permitting	00	146
Bidding Coordination	14	160
Bidding and Award	90	250
Construction (Final Completion)	270	520
Project Closeout	30	550

Notes:

¹ Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

ATTACHMENT 4

LIST OF PROJECT DELIVERABLES

DESIGN PHASE

A. 30% Design Submittal

1. One (1) 30% Preliminary Design Memorandum, complete (electronic submittal).
2. One (1) 30% Completion Estimate of Probable Construction Cost (electronic submittal).

B. 90% Design Submittal

1. One (1) set of 11" x 17" Drawings, 90% complete (electronic submittal).
2. One (1) set of Specifications, 90% complete (electronic submittal).
3. One (1) 90% Completion Estimate of Probable Construction Cost (electronic submittal).

C. 100% FINAL Design Submittal

1. One (1) set of 11" x 17" Drawings, 100% complete (electronic submittal).
2. One (1) set of Specifications, 100% complete (electronic submittal).
3. One (1) 100% Completion Estimate of Probable Construction Cost (electronic submittal).

D. Permit Application/Final Design Submittal

1. Not Applicable

E. Bid Coordination Submittal

1. One (1) set of 11" x 17" Drawing Final, bid ready (electronic).
2. One (1) set of Specifications Final, bid ready (electronic).
3. One (1) Final Completion Estimate of Probable Construction Cost (electronic).

BIDDING SERVICES

A. Bid Documents

1. Three (3) paper sets of 11" x 17" bid drawings and specifications for VILLAGE's use during project bid phase.
2. Electronic Copy of Bid Documents for Bid Publication by VILLAGE.

B. Pre-Bid

1. CONSULTANT will assist by providing electronic documents as requested.
Reproduction and distribution of pre-bid documentation by VILLAGE.
2. Pre-bid Meeting Minutes Information.
3. Addenda Information when requested by the VILLAGE.

C. Post Bid

1. CONSULTANT will assist by providing electronic documents as requested.
Reproduction and distribution of post-bid documentation by VILLAGE.
2. Bid tabulation.
3. CONSULTANT Recommendation of Award Letter.

CONSTRUCTION PHASE

A. Pre-Construction

1. Three (3) sets of 22" x 34" signed/sealed drawings and specifications for Contractor's Building Permit Submittal.
2. Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction.
3. Three (3) sets of drawings (11" x 17") and specifications for Contractor's use during construction.
4. Three (3) sets of drawings (11" x 17") and specifications for Sub-Consultant's use during construction.
5. Pre-construction conference meeting agenda and minutes.

B. Shop Drawings

1. Copies of accepted and final shop drawings.

C. Construction Inspection

1. Site visit reports will be provided for each site visit in accordance with Task(s) C6 and C11 of this Task Order.

D. Progress Meetings

1. Copies of all project meeting minutes.

E. Contract Modifications

1. Copies of all completed contract modifications.

F. Pay Requests

1. Copies of reviewed and approved partial and final pay request applications.

G. Record Drawings and Project Closeout Documents

1. Two (2) 11" x 17" paper sets of record drawings. One (1) signed and sealed.
2. E-transmittal of record drawings in .pdf and ACAD formats.
3. Other project closeout documents per this Task Order or as specified in the Contract Documents.

H. Commissioning and Startup Reports.

1. Copies of all equipment commissioning and startup reports per Specifications.

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VILLAGE OF PALM SPRINGS

PRATT WTP LIME SLURRY SYSTEM REPLACEMENT TASK ORDER NO. 339 ATTACHMENT 5

DATE: April 8, 2024

I. PROJECT DESIGN SERVICES DIRECT LABOR

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 3	Engineer 2	Engineer 1	Technician 4	Technician 3	Technician 2	On Site Inspector	Administrative	
D1	Project Administration / Management	8	0	0	0	0	0	0	0	0	0	13	\$3,636.00
D2	Data Gathering and Preliminary Coordination/Information		6	0		9							\$2,784.00
D3	Prepare Basis of Design Memorandum				17		17			2			\$5,075.00
D4	Drawings and Engineering	0	20	0	80	0	0	0	0	240	0	0	\$48,980.00
D5	Specification Preparation	0	7	0	0	0	29	0	0	0	0	0	\$5,598.00
D6	Prepare Opinions of Probable Construction Cost (OPCC)	0	0	0	0	0	12	0	0	0	0	0	\$1,572.00
D7	Submit and Review (Quality Control)	0	12	0	12	0	0	0	0	6	0	0	\$5,700.00
D8	Permit Preparation Assistance		0	0									\$0.00
D9	Bidding Assistance Services		0	0	10		3						\$1,913.00
D10	Bid Evaluation and Recommendation of Award Assistance		0	0	5.5		8					0	\$1,884.00
D11	Not Used												\$0.00
D12	Not Used												\$0.00
Total Hours		8	45	0	124.5	9	69	0	0	248	0	13	
Rate		\$292.00	\$257.00	\$195.00	\$152.00	\$138.00	\$131.00	\$172.00	\$157.00	\$132.00	\$136.00	\$100.00	
Sub-Total Labor		\$2,336.00	\$11,565.00	\$0.00	\$18,924.00	\$1,242.00	\$9,039.00	\$0.00	\$0.00	\$32,736.00	\$0.00	\$1,300.00	
TOTAL DESIGN PHASE DIRECT LABOR												\$77,142.00	\$77,142.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	6	\$20.00	\$120.00
	Full Size drawings (22"x34")	EA	4	\$54.00	\$216.00
	Specification Booklets	EA	4	\$23.50	\$94.00
	Prepare CD's (Bid Documents)	EA	0	\$10.00	\$0.00
2	PHOTOCOPIES	EA	50	\$0.20	\$10.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	40	\$0.00	\$0.00
	11 X 17 (SET UP)	EA	120	\$0.00	\$0.00
4	TRAVEL				
	MILEAGE	MILE	408	\$0.655	\$267.24
	TOLLS	TRIP	6	\$0.00	\$0.00
	HOTEL AND MEALS	DAY	0	\$0.00	\$0.00
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$8,000.00	\$8,000.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	I & C PROGRAMMER	LS	0	\$0.00	\$0.00
	SITE PLANNER	LS	0	\$0.00	\$0.00
TOTAL DESIGN PHASE EXPENSES					\$8,707.24

1/2 size per sheet = \$ 0.50
Full size per sheet = \$ 1.35
Spec per sheet = \$ 0.10

GRAND TOTAL \$85,849.24

USE \$85,849.24

VILLAGE OF PALM SPRINGS

PRATT WTP LIME SLURRY SYSTEM REPLACEMENT TASK ORDER NO. 339 ATTACHMENT 6

I. CEI SERVICES DIRECT LABOR

DATE: April 8, 2024

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 3	Engineer 2	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative	
C1	Project Administration/Management	5	5		5							20	\$5,505.00 \$4,572.00 \$7,200.00 \$8,280.00 \$3,312.00 \$8,128.00 \$3,648.00 \$1,136.00 \$4,440.00 \$264.00 \$10,880.00 \$0.00
C2	Preconstruction Activities Prior to Notice to Proceed	10			10					1			
C3	Consult and Advise				30					20			
C4	Review Shop Drawings/Submittals				20		40						
C5	Review Pay Requests and Schedules				8		16						
C6	Perform Periodic and Milestone Inspections	4			32		16						
C7	Progress Meetings				24								
C8	Contract Modifications				4					4			
C9	Project Closeout	2			8					20			
C10	Regulatory/Permitting Agency Documentation and Project Closeout Submittals									2			
C11	Special Services										80		
C12	Not Used												
Total Hours		21	5	0	141	0	72	0	0	47	80	20	
Rate		\$292.00	\$257.00	\$195.00	\$152.00	\$138.00	\$131.00	\$172.00	\$157.00	\$132.00	\$136.00	\$100.00	
Sub-Total Labor		\$6,132.00	\$1,285.00	\$0.00	\$21,432.00	\$0.00	\$9,432.00	\$0.00	\$0.00	\$6,204.00	\$10,880.00	\$2,000.00	
TOTAL DIRECT LABOR											\$57,365.00		\$57,365.00

II. REIMBURSABLE EXPENSES

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	11	\$20.00	\$220.00
	Full Size Drawings (22" x 34")	EA	3	\$54.00	\$162.00
	Specification Booklets	EA	9	\$125.00	\$1,125.00
	Digital Drawings Production	SET	2	\$0.00	\$0.00
2	PHOTOCOPIES	EA	100	\$0.20	\$20.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	0	\$0.00	\$0.00
	11 X 17 (SET UP)	EA	40	\$0.00	\$0.00
4	TRAVEL				
	MILEAGE	MILE	2,520	\$0.670	\$1,688.40
	TOLLS	EA	35	\$3.30	\$115.50
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	1	\$7,500.00	\$7,500.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	ARCHITECTURAL	LS	0	\$0.00	\$0.00
	HVAC	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$10,830.90

GRAND TOTAL \$68,195.90

USE \$68,195.90



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **339****Project Name:** Pratt WTP Lime Feed System Replacement**Project Manager:** Andrew Klausner**Department:** Utilities**Plan Date:** 2/2/24**Location:** 5618 Basil Dr, West Palm Beach, FL 33415**Date Approved:****DESCRIPTION / JUSTIFICATION:**

The Utility Department has identified a need to replace the RL Pratt Water Treatment Plant lime feed system. The current system is aged and in need of replacement.

**PROJECT EXPENDITURES / FUNDING SOURCES:**

PROJECT COSTS:	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	50,000.00						\$ 50,000.00
Construction							\$ 0.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 50,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50,000.00

SOURCES OF FUNDS:	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	TOTAL
General Fund Revenue CY							\$ 0.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)							\$ 0.00
W/S Enterprise Fund Revenues	500,000.00						\$ 500,000.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 450,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 450,000.00

Paul Ward

Department Head

2/2/24

Date

RL Pratt Water Treatment Plant Lime Slurry System Replacement TO# 339

Fiscal Impact:

PROJECT PHASE	FEE TYPE	PROPOSED FEE
Design	Lump Sum	\$85,849.21
CEI	Hourly Not-To-Exceed	\$68,195.90
Total Fee		\$154,045.14



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Utilities

ITEM #10: Approve Firm Rankings & Authorize Agreements for Professional Services - RFQ 2024R-001 - Municipal Engineering Services (FY 2024 Budget Funded)

SUMMARY: On January 11, 2024, the Village issued a Request for Qualifications (RFQ) for Municipal Engineering Services (RFQ 2024R-001) in accordance with the Consultants Competitive Negotiation Act (CCNA) – Section 287.55, Florida Statutes. The purpose of this RFQ was to enlist one or more companies on a continuing contractual basis to provide the Village with general engineering and planning consulting services for the various departments.

As a result, the Village received twenty (20) responses:

- Baxter & Woodman
- Caulfield & Wheeler, Inc.
- CHA Consulting, Inc.
- Chen Moore and Associates
- Colliers Engineering & Design
- CPH Engineers
- Craven, Thompson & Associates, Inc.
- DDEC LLC
- DRMP, Inc.
- Engenuity Group, Inc.
- Erdman Anthony of Florida, Inc.
- Florida Technical Consultants
- Holtz Consulting Engineers, Inc.
- HSQ Group, Inc.
- Keshavarz & Associates, Inc.
- Kimley-Horn and Associates, Inc.
- Reina Engineering
- Universal Engineering Sciences
- West Construction, Inc. & West Architecture + Design, LLC
- WGI, Inc.

Five (5) members of the Municipal Engineering Services Evaluation Committee, which was appointed by the Village Manager and included representatives from the Utilities, Parks & Recreation, Public Works, and Planning, Zoning & Building Departments, met on March 25, 2024, to review each proposal to enter contract negotiation and recommend to the Council for approval. Each firm's response was

evaluated and scored based on:

- Qualifications
- Experience and Expertise
- Project Delivery and Approach
- Firm's Resources, Personnel Availability, and Commitment
- References

As a result, the committee selected eight (8) firms to interview on April 25, 2024, and May 2, 2024. Each of the firms selected is listed above in bold.

During the interviews, each firm was requested by our Evaluation Committee to answer several questions regarding their company and how they would work in the Village. Following all the presentations/interviews, the Committee ranked each firm based on their written response and their answers to questions from Committee members, while also considering the criteria set forth within the CCNA statute - Section 287.055(4)(b).

Note: All meetings were properly advertised and the PBC IG Office was notified as required by PBC Code Sec. 2-423(8) – ARTICLE XII. INSPECTOR GENERAL.

The Committee found eight (8) firms to be well qualified to meet the needs of the Village:

- Baxter & Woodman
- CHA Consulting, Inc.
- Chen Moore and Associates
- Craven, Thompson & Associates, Inc.
- Holtz Consulting Engineers, Inc.
- Keshavarz & Associates, Inc.
- Kimley-Horn and Associates, Inc.
- WGI, Inc.

Each of the eight (8) firms maintains strengths in different areas of expertise. With all eight consulting firms under contract, the Village would be able to issue task orders to different firms based on who is best qualified to perform a particular task. Additionally, contracts with each firm will make it possible to distribute work among the firms, fulfilling one of the CCNA statutory criteria - "effecting an equitable distribution of contracts among qualified firms."

A proposed template contract, which was prepared by the Village Attorney and reviewed by the Assistant Utilities Director, is provided for the Council's review and consideration. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Each of the submitted RFQ proposals and related documentation are available in the Village Clerk's Office.

FISCAL IMPACT:

Funding to support engineering services is available within the FY 2024 Budget - General Fund, Water & Sewer Enterprise Fund and/or Stormwater Utility Fund. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Resolution No. 2024-23 Municipal Engineering Services clg
2. CCNA Sample Continuing Services Agreement 6.2.2024

RESOLUTION 2024-23

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH EIGHT (8) FIRMS PURSUANT TO FLORIDA'S CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA) AND RFQ NO. 2024R-001 – MUNICIPAL ENGINEERING CONSULTANT SERVICES - TO PROVIDE THE VILLAGE WITH CONSULTING SERVICES FOR VARIOUS DEPARTMENTS AND PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village issued the Request for Qualifications for Municipal Engineering Services (RFQ 2024R-001) ("RFQ") to obtain professional consulting services in accordance with Florida's Consultants' Competitive Negotiation Act (CCNA) – Section 287.055, Florida Statutes; and

WHEREAS, the Village advertised the RFQ in the Palm Beach Post on January 11, 2024; and

WHEREAS, the Village's Selection Committee received twenty (20) responses to the RFQ and shortlisted the responses to the eight (8) most qualified firms consistent with the RFQ; and

WHEREAS, the Selection Committee heard presentations from the eight (8) firms on April 25, 2024, and May 2, 2024 and recommended to move forward with all eight (8) firms; and

WHEREAS, Village staff has negotiated a continuing professional services agreement with each firm, which agreement is substantially similar to the sample agreement attached as **Exhibit "A"** inclusive of each firm's rate schedule; and

WHEREAS, the Village Council finds entering a continuing professional services agreement with each of the selected eight (8) firms serves a valid public purpose.

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

Section 1: The foregoing recitals are incorporated into this Resolution as true and correct findings of the Village Council.

Section 2: The Village Council approves entering a continuing professional services agreement for professional services consistent with the RFQ and the agreement attached as Exhibit "A" with the following eight (8) firms:

- Baxter & Woodman,
- CHA Consulting, Inc.

- Chen Moore and Associates
- Craven, Thompson & Associates, Inc.
- Holtz Consulting Engineers, Inc.
- Keshavarz & Associates, Inc.
- Kimley-Horn and Associates, Inc.
- WGI, Inc.

Section 3: This resolution shall become effective immediately upon its passage and adoption.

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

Aye	Nay	Absent
-----	-----	--------

BEV SMITH, MAYOR

PATTI WALLER, VICE MAYOR

KIM SCHMITZ, MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this 13th day of June 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

CONTINUING PROFESSIONAL SERVICES AGREEMENT RFQ#24-_____
(_____Services)

THIS CONTINUING PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and _____, a _____ registered to do business in the State of Florida ("CONSULTANT").

RECITALS

WHEREAS, the Village issued Request for Qualifications (No. 24-_____) for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, transportation and mobility planning, water utility engineering services, construction management and project management and related professional services in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the Village desires to award the RFQ to the CONSULTANT based on CONSULTANT's qualifications and experience to provide _____ Services; and

WHEREAS, the CONSULTANT has significant experience in assisting municipal organizations in providing engineering services; and

WHEREAS, this Agreement may be funded, in whole or in part, by the Federal agencies, in which case, the CONSULTANT agrees that any services performed pursuant to the RFQ and this Agreement will comply with all applicable Federal law, Federal regulations, executive orders, FEMA policies, procedures, and directives and special clauses as provided for in **Exhibit "C"**; and

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

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

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

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

SECTION 2: CONSULTANT'S SERVICES. The Village has awarded the CONSULTANT the non-exclusive right to provide the Village with _____ services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONSULTANT will act hereunder as an independent contractor and none of the CONSULTANT's, officers, directors, employees, independent contractors, representatives or agents performing services for CONSULTANT pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and CONSULTANT is that of independent contractors, and neither shall be considered a joint 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. This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Village, and shall have an initial term of **three (3) years with three (3) optional, one (1) year renewals**. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village Council. Notwithstanding the foregoing, this Agreement may be 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 Village.

(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, regulations, epidemic or pandemic. The CONSULTANT or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or Village shall resume its performance as soon as is reasonably possible. Upon the CONSULTANT's request, the Village shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT's failure to perform was without its or its sub-consultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than 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 commence 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 sub-consultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.
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 Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any

fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify CONSULTANT of such occurrence and either the Village or CONSULTANT may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay CONSULTANT for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Fee Schedule. The fee schedule attached as **Exhibit "B"** shall remain firm for the first three (3) years of this Agreement. After the first three (3) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the Village, which may be by an approved amendment signed by the Village Manager. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order. Notwithstanding anything in the Agreement to the contrary, CONSULTANT may submit a written request for an equitable adjustment of the fees or other compensation payable by the Village to CONSULTANT if, after the date of this Agreement, there is a change in applicable laws increasing the amount of taxes (excluding taxes based on net income or equity), tariffs, levies, customs, or duties directly payable by CONSULTANT under the Agreement or any applicable task order. The written request must include supporting documentation for the equitable adjustment and provide sufficient detail for the Village's consideration. The Village shall consider the written request and if the documentation provided establishes that the CONSULTANT is entitled to the equitable adjustment, the Village may approve the equitable adjustment subject to the Village's annual budgeting limitations.

(b) Task Order(s). This non-exclusive Agreement does not guarantee that the Village will utilize CONSULTANT in any capacity or for any services identified herein. When the Village identifies a need for the CONSULTANT's services, the Village will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's currently hourly fee set forth in the CONSULTANT's proposal and attached hereto as **Exhibit "B"**. If a sub-consultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the sub-consultant(s) and attach the same with to the CONSULTANT's proposal submitted to the Village. Upon receipt of the CONSULTANT's proposal, the Village shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the Village Manager (if \$35,000 or less) or the Village Council. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the CONSULTANT's receipt of a fully executed task order for the services. The Village reserves the right to reject any and all proposals submitted by the CONSULTANT.

(c) Invoices. Unless otherwise agreed in an issued Task Order, the CONSULTANT shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. All invoices shall be submitted to:

Village of Palm Springs
Attn: Finance Department
226 Cypress Lane

The Village's authorized representative or designee and Finance Department will review each invoice submitted by the CONSULTANT. If approved, the Village will make payment in accordance with this Agreement. If not approved, the Village will notify the CONSULTANT within fifteen (15) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency. Invoices will normally be paid within thirty (30) days following the Village's receipt of the CONSULTANT's invoice.

(d) Reimbursable Expenses. The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

(e) Direct Project Expenses. Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The Village shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the Village and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

(f) Additional Services. If the Village seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the Village and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of an Amendment prior to said services being provided.

(g) Status Report. The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the Village (format may be provided by Village or CONSULTANT for each approved task order).

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

SECTION 6: TERMS OF PERFORMANCE

(a) Starting Work. The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the Village or upon the CONSULTANT's receipt of an approved Task Order for the services.

(b) Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the Village by the CONSULTANT under this Agreement, a Village issued Task Order, or amendments thereto ("Work Product"), shall be and shall become the property of the Village upon delivery or completion by the CONSULTANT or receipt of payment from the Village for the same. The CONSULTANT may keep copies or samples thereof and shall have a royalty-free, non-exclusive license to use such Work Product. The Village accepts sole responsibility for its reuse of any Work Product in a manner other than as initially intended, or for any use of incomplete Work Product unless prior written approval is obtained from the CONSULTANT.

(c) Accounting Records. The CONSULTANT's accounting records, insofar as they pertain to invoicing the Village or for disbursements made from the CONSULTANT's account for services under this Agreement shall be open to Village's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Notwithstanding the foregoing, the Village shall not be entitled to audit any records of the CONSULTANT which reveal individual pricing components, multipliers, or other unit pricing of the CONSULTANT's hourly rates charged to the Village under this Agreement. Backup documentation for out-of-pocket expenses exceeding Twenty-Five Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

(d) Approval of Changes. The Village, through the Village Manager must approve in writing any changes in the scope of services which result in additional costs or expenses to the Village, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

(e) Authorized Representative. Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the Village to represent and act for the CONSULTANT and shall inform the Village in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the Village informed of any subsequent changes in the foregoing. The authorized representative of the Village shall be the Village Manager or designee.

(f) Design/Construction Phase Services. Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the Village. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the Village against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

(g) 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 Village. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. All of the CONSULTANT's personnel (and all subconsultants) while on Village premises, will comply with all Village requirements governing conduct, safety, and security. The Village reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by Village to CONSULTANT of the cause for such replacement.

(h) Conflict of Interest. The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of

services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the Village's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the CONSULTANT. The Village agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the Village shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the CONSULTANT under the terms of this Agreement.

(i) News Releases / Publicity. The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written Village approval.

SECTION 8: VILLAGE'S RESPONSIBILITIES

(a) Service of Others. The Village shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

(b) Examine Work of the Consultant. Within a reasonable time so as not to delay the services of the CONSULTANT, the Village shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the Village deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 9: SUSPENSION BY VILLAGE FOR CONVENIENCE. The Village may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as Village may determine for Village's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

SECTION 10: INDEMNIFICATION. The CONSULTANT shall indemnify and hold harmless the Village, 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 Village 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 Village or the CONSULTANT, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village

beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 11: 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 12: SUB-CONSULTANTS. The Village reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants 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 for the CONSULTANT. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONSULTANT shall indemnify and hold harmless the Village for any claim in excess of the subconsultant's insurance coverage, arising out of the negligent acts, errors or omissions of the subconsultant. Nothing contained herein shall create any contractual relationship between any subconsultant and the Village.

SECTION 13: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT is not authorized to use the Village's Tax Exemption Number.

SECTION 14: 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 Village and the CONSULTANT. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence Errors and Omissions
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, 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 Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village 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.

Additional Insured status shall be provided pursuant and subject to ISO Form CG 20 10 12 19 (ongoing operations) and, if applicable, CG 20 37 12 19 (completed operations), or equivalent forms for coverages other than Commercial General Liability, to the extent that the loss or claim in question is caused by the CONSULTANT's negligence in its operations in and during the performance of the services, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by CONSULTANT under this Agreement, it being the express intent and understanding

of the Parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of CONSULTANT's expressly assumed, covered indemnity obligations hereunder.

SECTION 15: SUCCESSORS AND ASSIGNS. The Village 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 16: 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, Florida. 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. Venue for any and all legal action necessary to enforce the Agreement or disputes arising out of the Agreement will be held exclusively in Palm Beach County, Florida. 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 17: 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 18: 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 19: AUTHORITY TO PRACTICE. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 20: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 21: PUBLIC ENTITY CRIMES. CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONSULTANT will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

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

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 23: ENTIRETY OF AGREEMENT AND CONTROLLING PROVISIONS. This Agreement consists of the terms and conditions set forth in this Agreement (inclusive of all exhibits hereto) and any Village issued Task Orders. 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 (inclusive of all exhibits hereto) and a Village issued Task Order, the terms and conditions of this Agreement shall prevail with the Village issued Task Order 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. 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 24: 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 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the CONSULTANT to terminate for cause.

SECTION 27: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village Commission. The Effective Date is the date this Agreement is executed by the Village.

SECTION 28: 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 29: 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 30: COUNTERPARTS. This Agreement may be executed in one or more counterparts

electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 31: 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 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONSULTANT, the undersigned hereby represents to the Village 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 Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the CONSULTANT or keep and maintain public records required by the Village to perform the service. If the CONSULTANT transfers all public records to the Village upon completion of the 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 Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL SENT TO THE PALM SPRINGS VILLAGE, 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. Notwithstanding the foregoing, the parties may share confidential information with their affiliates, officers, employees, agents, subcontractors, and similar persons but only to the extent such confidential information is necessary for the performance of the services and this Agreement.

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.

(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 Village 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) If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village 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 with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(c) The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals.

(e) The CONSULTANT agrees that if it or any of its subconsultants’ status changes in regards to any certification herein, the CONSULTANT shall immediately notify the Village of the same.

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

SECTION 38: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

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

SECTION 39: WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either party (including their subcontractors and affiliates) be liable to the other in contract, in tort, by operation of law, or otherwise for any loss of profit or revenue or for any special, consequential, incidental, indirect, exemplary or punitive damages of any kind arising out of or relating to performance or non-performance of this Agreement.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Professional Services Agreement for _____ Services as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau, Village Attorney

CONSULTANT: _____

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

EXHIBIT "A"
(Sample Task Order)

[Note: Task Order Number will be issued by the Village, leave the line number empty].

TASK ORDER No. _____

CONTINUING PROFESSIONAL SERVICES
(_____ Services)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES ("Task Order") is made on the day of _____, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and _____, a _____ authorized to do business in the State of Florida ("CONSULTANT").

1.0 Project Description:

The Village desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated _____ and services are generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the Village with _____ Services for the Project as specified in the CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1".

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the Village's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is _____, phone (_____; email: _____; and, the Project Manager for the Village is _____, phone: ____; email: ____.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (_____ Services) based on RFQ#24-_____ between the Village and the CONSULTANT, dated _____ ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services herein shall prevail over any general scope of services.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. _____ as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau, Village Attorney

CONSULTANT: SAMPLE TASK ORDER / DO NOT SIGN

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

Exhibit “B”
Consultant’s Rate Schedule

Exhibit "C"
Federal Contract Provisions

The Consultant hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent Task Order resulting from this RFQ, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the VILLAGE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act

- (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Consultant agrees to report each violation to the Village, and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

- (1) The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Consultant agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the Village. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

- (i) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (iii) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

- (1) The Consultant agrees to provide the State of Florida, the VILLAGE, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Consultant agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Village and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific DOJ pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Consultant acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Consultant intends to subcontract any portion of the work covered by this Contract, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business

enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Consultant should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Consultant is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the Village shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Consultant is required to confirm that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Certification, the Consultant, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Consultant to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Village's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the Village determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Village, the Village may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the Village if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the Village, the Village may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that

the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #12: Ordinance No. 2024-06 - Comprehensive Plan Text Amendment - Evaluation and Appraisal Review (EAR) Based Amendments

SUMMARY: The Planning Consultant, BCLA, facilitated a series of three Joint Workshops (January, April, and June 2023) with the Village Council, Planning & Zoning Board, and the CRA. These meetings resulted in a Vision Document that was finalized in August 2023. This Vision Document included recommendations to update both the Comprehensive Plan and the Land Development Regulations. These recommendations coincided with the Evaluation and Appraisal Review (EAR) of the Comprehensive Plan, due to be transmitted to Florida Commerce by October 2024.

A Joint Workshop was held on May 9, 2024, summarizing the key themes in the new Comprehensive Plan, as well as updates required due to changes in Florida Community Planning laws. The workshop summarized the changes in the Comprehensive Plan and provided a means for the members to share comments before the transmittal hearing. All comments received during the Joint Workshop and since then, have been compiled into a comment matrix. The matrix, included as an attachment to this agenda item, provides a copy of all comments received, and the resulting changes, if any, in the final draft comprehensive plan amendments.

The purpose of today's public hearing is to present the final draft of the Updated Comprehensive Plan and supporting documents to be transmitted to Florida Commerce for their review, specifically – Data, Inventory, and Analysis (DIA); Goals, Objectives, and Policies (GOP); Map Series; and the Comments Matrix.

At today's hearing, the consultant will receive feedback from the Village's Planning and Zoning Board and the public on all documents presented. There are a total of 9 Elements, each with supporting data, except the Property Rights Element. The consultant will document comments from this meeting and ask for a recommendation from the P&Z Board to the Village Council for their June 13, 2024, public hearing. The final document will be transmitted to the state the following week.

NEXT STEPS: Florida Commerce will review the draft documents for compliance with State Statutes and issue the Objections, Recommendation, and Comments (ORC) Report in approximately 60 days (from August to September 2024). Once received, the consultant will make any required changes as a result of this report and have all Comprehensive Plan documents updated and prepared for the Adoption.

FISCAL IMPACT:

A Fiscal Impact Statement will be prepared prior to consideration of any comprehensive plan amendments after the October 1, 2024 effective date of Senate Bill 1628.

ATTACHMENTS:

1. Proposed Ordinance No. 2024-06 EAR Based Amendment Comprehensive Plan
2. Evaluation and Appraisal Report (EAR) Summary
3. Palm Springs Evaluation and Appraisal Report (EAR) Notification Acknowledgement Letter
4. 01 - Future Land Use Goals, Objectives and Policies
5. 02 - Transportation Goals, Objectives and Policies
6. 03 - Housing Goals, Objectives and Policies
7. 04 - Infrastructure Goals, Objectives and Policies
8. 05 - Conservation Goals, Objectives and Policies
9. 06 - Recreation and Open Space Goals, Objectives and Policies
10. 07 - Intergovernmental Coordination Goals, Objectives and Policies
11. 08 - Capital Improvements Goals, Objectives and Policies
12. 09 - Property Rights Goals, Objectives and Policies
13. Comment Matrix
14. Draft Annexation Map
15. Draft Evacuation Map
16. Draft Flood Zone Map
17. Draft Future Land Use Map
18. Draft Roadway Maintenance Map
19. Draft Sidewalk Map
20. Draft Soils Map
21. Draft TCEA Map
22. Draft Existing Transit Map
23. Draft Future Transit Map
24. Draft Village Limits and CRA Boundary Map
25. Draft Vision Plan Map
26. Draft Wastewater Assets Map
27. Draft Water Bodies Map
28. Draft Wellfields Map

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS WITH THE 2024 EVALUATION AND APPRAISAL REVIEW (EAR) BASED AMENDMENTS; PROVIDING FOR RECITALS, ADOPTION, CONFLICTS, REPEAL, SEVERABILITY, APPLICABILITY, TRANSMITTAL, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature intends that local planning be a continuous process, and the Florida Statutes encourage local governments to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions and Florida law; and

WHEREAS, Section 163.3161-163.3215, Florida Statutes, empowers and requires the Village Council of the Village of Palm Springs to prepare, implement and enforce the Comprehensive Plan and Land Development Regulations for the regulation of development within the Village; and

WHEREAS, the Village has adopted the Village of Palm Springs' Comprehensive Plan; and

WHEREAS, Sections 163.3184 and 163.3191, Florida Statutes, provides for the amendment of the Comprehensive Plan to implement the recommendations of the Evaluation and Appraisal Report, commonly referred to as the "EAR-based amendments"; and

WHEREAS, in accordance with section 163.3191, Florida Statutes, the Village sent an Evaluation and Appraisal Notification Letter to the State Land Planning Agency on October 24, 2023, which indicated that the EAR-based amendments were necessary to address changes in current conditions and Florida law; and

WHEREAS, since the Village's proposed 2024 EAR-based amendments respond to a variety of changes in current conditions and Florida law, the proposed 2024 EAR-based amendments will repeal the entire existing Palm Springs Comprehensive Plan in its present form and replace it with Composite Exhibit "A"; and

WHEREAS, the Village held a Joint Workshop (Village Council, Planning & Zoning Board and Palm Springs Community Redevelopment Agency (CRA)) to provide an overview of the proposed 2024 EAR-based amendments on May 9th, 2024; and

WHEREAS, the Village of Palm Springs Planning & Zoning Board has reviewed the proposed 2024 EAR-based amendments, held an advertised public hearing on June 11, 2024, provided for participation by the public in the process, and recommended approval of the proposed 2024 EAR-based amendments; and

WHEREAS, the Village Council sitting as the Local Planning Agency held a public hearing

on June 13th, 2024, and recommended approval of the proposed 2024 EAR-based amendments to the Village Council; and

WHEREAS, the Village Council held an advertised public hearing on June 13, 2024, provided for public comment and public participation in accordance with the requirements of Florida law and the procedures adopted for public participation in the planning process, to transmit the proposed 2024 EAR-based comprehensive amendments to the State Land Planning Agency and Reviewing Agencies as defined in Section 163.3184, Florida Statutes, for review and comment; and

WHEREAS, on _____, 2024 the State Land Planning Agency issued its Objections, Recommendations, and Comments (ORC) report; and

WHEREAS, the Village Council has reviewed and addressed the State Land Planning Agency's issued Objections, Recommendations and Comments report, and held a second advertised public hearing while providing for comments and public participation; and

WHEREAS, the Village Council has reviewed the proposed 2024 EAR-based amendments, held an advertised public hearing on September XX, 2024 while providing for comments and public participation and approved the adoption and transmittal of the amendments to the State Land Planning Agency for a compliance review; and,

WHEREAS, the Village Council finds that the adoption of the proposed 2024 EAR-based amendments attached hereto and incorporated herein as Composite Exhibit "A" is in the best interests of the public health, safety and welfare of the Village of Palm Springs, its residents, visitors, and guests, and serves a valid public purpose.

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

Section 1. Recitals. The foregoing recitals are incorporated in this Ordinance as true and correct statements and findings of the Village Council of the Village of Palm Springs.

Section 2. Adoption of the Amendments. The Village Council of the Village of Palm Springs, Florida, hereby amends the Village's Comprehensive Plan with the adoption of the proposed 2024 EAR-based amendments, which are attached hereto and incorporated herein in as Composite Exhibit "A" to respond to current conditions, changes to Florida law, and public input.

Section 3. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative

by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 5. Applicability. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 6. Transmittal to all Appropriate Agencies. The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Reviewing Agencies as defined in section 163.3184(1)(c), Florida Statutes.

Section 7. Transmittal to the State Land Planning Agency. The Clerk shall send a copy of this Ordinance to Florida Department of Commerce, Community Planning and Development Programs.

Section 8. Effective Date. The effective date of the 2024 EAR-based amendments shall be in accordance with Section 163.3184, Florida Statutes; however, not later than thirty-one (31) days after the State Land Planning Agency (Department of Commerce) has received the completed EAR-based amendments package. No development order, development permits, or land uses dependent on the EAR-based amendments may be issued or commenced before the EAR-based amendments have become effective.

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Village of Palm Springs

May 9, 2024



Comprehensive Plan Evaluation and Appraisal Review (EAR)



Prepared by: Bonnie C. Landry and Associates

BONNIE LANDRY
& ASSOCIATES Professional Planning Services

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Evaluation and Appraisal Review

The Community Planning Act, Sections 163.3161 – 163.3248, Florida Statutes, outlines the requirements for local government comprehensive planning, land development regulations, and intergovernmental coordination. Although a local government comprehensive plan serves as the long-term planning framework for the community, it must be periodically reviewed and updated as necessary to reflect changes over time. Per Section 163.3191, F.S., local governments must perform an Evaluation and Appraisal Review (EAR) of the local comprehensive plan at least every seven years. This EAR follows the previous process undertaken in 2017.

The EAR process provides for necessary updates to the comprehensive plan across two main categories: **changes in state requirements** and **changes in local conditions**.

The various state requirements of the Community Planning Act change from time to time, as amended by state law. Section 163.3177, F.S., is currently the primary statute setting out required and optional elements of local comprehensive plans, as well as the planning horizon, scope, data, and contents of the elements. Other statutes in the Act lay out pertinent requirements and limitations for concurrency planning, public facilities, capital improvements, and intergovernmental coordination. Since the Village of Palm Springs' last EAR, there have been several changes in such state requirements, some of which require modifications to the Village's policies as well as the adoption or deletion of certain others.

Changes in local conditions broadly corresponds to current and anticipated future conditions, such as updated jurisdictional boundaries, land use changes, utility service areas, interlocal agreements, and location and extent of public facilities and infrastructure, as well as updated population projections, master plans, visioning, and public input. New and updated data regarding local conditions is collected and analyzed as part of the Data, Inventory, and Analysis (DIA) for each comprehensive plan element.

Together, state requirements and local conditions inform the local government's Goals, Objectives, and Policies (GOP), which constitute the primary content of the comprehensive plan in addition to the related map series.

Once the necessary comprehensive plan updates have been transmitted to the state and then adopted by the Village Council, the land development regulations will need to be reviewed for consistency.

Changes in State Requirements

Since the Village's previous EAR in 2017, state requirements for community comprehensive planning have changed. A summary matrix of changes in state statutes is presented as part of the current EAR process, and it is used in reviewing the sufficiency of the Village's comprehensive plan.

Overall, many of the statutory changes between 2017 and 2024 do not impact the Village. However, there are a handful of new requirements pertinent to the Village, which are incorporated into the proposed update to the comprehensive plan and eventually into the land development regulations:

Comprehensive Plan

- Incorporation of vested development orders (2019)
- Adoption of a Property Rights Element (2021) [*Already adopted*]
- Redefinition of small-scale amendment to 50 acres or fewer (2021)
- Floating solar facilities must be permitted in appropriate land use categories (2022)
- Live Local Act requires administrative approval of affordable multifamily and mixed-use residential projects in mixed-use and commercial lands with density and intensity preemptions (2023-2024)
- Infrastructure Element must prioritize advanced waste treatment (2023)
- Resiliency facilities must be permitted in commercial and industrial land use categories (2024)

Code of Ordinances and Land Development Regulations

- Incorporation of vested development orders (2019)
- Updates to responsibilities, requirements, and limitations of Impact Fees (2019-2024)
- Preemption of local approvals for right-of-way maintenance for electric utilities (2019)
- Preemption of building design requirements for single- or two-family dwellings (2021, 2023)
- Amend LDRs to promote expanded uses of floating solar facilities (2022)
- Live Local Act includes zoning preemptions such as parking requirements and building height and requires maintenance of a local policy on the government's website (2023-2024)
- Preemption of electric vehicle charging station regulations to the state (2024)
- Projects meeting transportation proportionate share requirements must proceed if all other requirements are met (2024)

Changes in Local Conditions

Jurisdiction and Land Use

Since the last EAR process, the Village has grown not only in population but also geographically, annexing additional properties from Palm Beach County. There have also been several amendments to the Future Land Use Map corresponding to site development plans for various residential, commercial, and industrial projects.

Additionally, in 2019, the Village created a Community Redevelopment Agency with two Community Redevelopment Area (CRA) districts. These areas create the framework for focused planning and funding resources to improve the character, look and feel, and economic conditions of the CRA.

The entire comprehensive plan map series is updated to reflect these changes.

Public Facilities and Infrastructure

There are several public facilities and services offered to the Village's residents, businesses, institutions, and visitors. The Village, neighboring municipalities, Palm Beach County, and the State of Florida provide various interconnected and interjurisdictional facilities, which change over time: transportation and mobility infrastructure such as roads, sidewalks, bike lanes, and multi-use pathways; public transit services; parks and recreational facilities; and utilities and public works infrastructure such as potable water, sanitary sewer, and stormwater. Changes in local Level of Service (LOS) standards across the facilities and services subject to concurrency are included in this comprehensive plan update.

Master Planning and Visioning

The Village has undertaken several key updates to its master planning documents since the last comprehensive plan EAR in 2017, some of which entail pertinent information regarding LOS standards for public facilities and services, as well as recommendations for new and revised Goals, Objectives, and Policies to be considered for elements of the comprehensive plan. In 2023, a series of Village Vision Planning workshops resulted in recommendations for a new future land use category with incentives for targeted development as well as an overall guiding Vision Statement for the Village, along with a market study of the need for additional economic development in line with the Vision Plan.

Water, Wastewater, and Stormwater (2019)

In 2019, the Village updated its Potable Water, Wastewater Collection, and Stormwater master plans. These plans are primarily technical in nature but do provide some analysis of then-current facilities capabilities and LOS as well as planning for infrastructure improvements to maintain and expand facilities into the future.

Transportation/Mobility (2021)

The Village commissioned an extensive Transportation and Mobility analysis and master plan in 2021, which analyzed the most recent Palm Beach Transportation Planning Agency (TPA) Long Range Transportation Plan (LRTP) through 2045 as relevant to the Village, more recent locally-collected roadway data and multimodal facilities availability and usage, infrastructure and program funding mechanisms, and overall safety and sustainability best-practices and trends including programs such as Vision Zero.

The Transportation/Mobility Master Plan provided a number of ranked and prioritized projects for the Village's consideration and incorporation into its Capital Improvements Plan, as well as policy recommendations. The Village Council subsequently adopted Resolution 2021-36, "establishing the goal of zero traffic fatalities on streets within the Village and adopting Vision Zero as the policy for road and traffic safety for the Village of Palm Springs." The policy recommendations from the master plan and Vision Zero resolution are addressed and included in the proposed amendments to the Village's comprehensive plan.

CRA Plan Update (2021)

Two years after the establishment of its CRA, the Village commissioned a study and update to its CRA Plan in 2021 to better understand the needs of the specific CRA districts and shape future planning efforts. The plan update resulted in a series of recommended projects, including both capital infrastructure and placemaking/marketing, along with programming timelines. The plan also called for additional Village policies to achieve the objectives of the CRA, which are included in the proposed Village comprehensive plan amendments in this EAR process.

Vision Plan (2023)

In preparation for the EAR, the Village contracted with Bonnie Landry and Associates for a series of vision planning workshops to conceptualize a new development approach for the Village's commercial corridors. Whereas the master plans analyzed and recommended improvements to public infrastructure, facilities, and services, the Vision Planning process looked to the Village's comprehensive plan, zoning code, and land development regulations for opportunities to revitalize underutilized properties in key areas that would provide for economic development incentives in exchange for public amenities.

The Vision Plan resulted in the recommendation of a new future land use category to be applied to key sizable properties and assemblages of parcels along Lake Worth Road, Forest Hill Boulevard, and Congress Avenue. The new category would allow for higher Floor Area Ratio and seek more site area open space and public amenities. The Village also adopted a Vision Statement reaffirming key themes of preserving the historic residential core, stimulating the local economy with a commercial corridor, providing safe public gathering spaces, and seeking opportunities to upgrade the transportation network. As part of the Vision Planning process, a market study was conducted to verify that local and regional economic trends would support the recommendations of the Vision Plan.

Parks and Recreation (2023-2024)

The Village began a master plan update for parks and recreation facilities and programming in 2023. Commencing with a community engagement and existing conditions report, which analyzed local demographic data; broader parks and recreation trends; location, usage, and adequacy of existing facilities; and public input, the Village reviewed potential improvements by individual park location with a focus on the primary Village Park at the Village Hall complex. The master plan also recommended a revision of LOS standards reflective of the changing trends in recreation and input by Village residents.

Next Steps

The Village will review the proposed EAR-based comprehensive plan amendments for consistency and comments will be incorporated as necessary before transmittal to Florida Commerce, the state land planning agency. Commerce will oversee a coordinated review process across pertinent state agencies to ensure the proposed comprehensive plan meets state requirements and is coordinated with the comprehensive plans of the state and Treasure Coast region. Pending any changes arising from the state's Objections, Recommendations, and Comments (ORC) report, the Village Council will adopt the comprehensive plan, and the Village will begin the Land Development Regulation review process.

February 20, 2024

RESPONSE VIA E-MAIL ONLY

Ms. Iramis Cabrera
Director
Village of Palm Springs
Planning and Zoning
226 Cypress Lane
Palm Springs, Florida 33461-1699

Subject: Palm Springs Evaluation and Appraisal Notification Letter

Dear Ms. Cabrera:

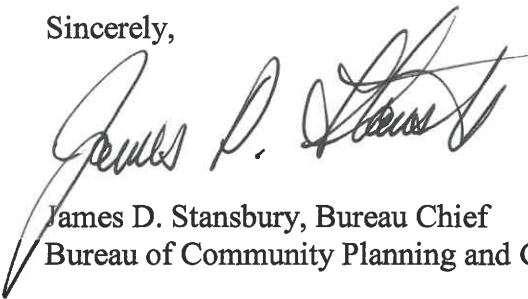
This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on November 1, 2023 and received by the Department on October 26, 2023.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by **October 26, 2024**, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the **State Coordinated Review Process** as outlined in Section 163.3184(4), Florida Statutes. **Please also be aware that Section 163.3191(3), F.S. was amended to read, updates to the required elements and optional elements must be processed in the same plan amendment cycle.**

Yazmin Valdez of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at 850.717.8524.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at 850.717.8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh



October 24, 2023

James Stansbury, Bureau Chief
Florida Commerce, Bureau of Community Planning and Growth
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399-4120

RE: Evaluation and Appraisal Review – Determination Letter

Pursuant to Section 163.3191(1), F.S., the Village of Palm Springs has undertaken an evaluation and appraisal of its comprehensive plan and finds that amendments are required to reflect current conditions and changes in state requirements. The Village will be transmitting the necessary amendments, along with other desired changes, within one year. The proposed amendments include statutory updates and may include the following:

- Updated demographic data to reflect current conditions including but not limited to population projections.
- Updated Future Land Use Map Series
- Updated policies to strengthen the relationship between the Village and the CRA
- Updated policies to support the 2023 Vision Plan for the commercial corridor.
- Updated policies to facilitate affordable housing as outlined in the Live Local Act
- Updated policies to comply with Community Planning law changes since the last EAR-based amendment.
 - 2020 changes related to Accessory Dwelling Units.
 - 2021 and 2022 changes related to Solar Energy
 - 2021 Process and threshold for small-scale amendments (50 acres or less)
 - 2022 changes related to school concurrency.
 - 2023 changes related to onsite sewage treatment and disposal.
 - 2023 changes related to projects to achieve pollutant load reductions.
 - 2023 changes to include two planning periods (10 and 20-year)
 - 2023 changes to requirements in the sewer policies to describe problems and needs and strategies to correct deficiencies and policies to prioritize advanced waste treatment.
 - 2023 requirement for alternative water supply projects selected by the local government from the regional water supply plan.

For additional information, please contact Iramis Cabrera, Planning, Zoning and Building Director at (561) 584-8200 Ext. 8461 or icabrera@vpsfl.org.

Thank you for Florida Commerce's ongoing assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Bornstein", with a long horizontal flourish extending to the right.

Michael Bornstein
Village Manager

FUTURE LAND USE ELEMENT

Goals, Objectives, and Policies

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PURPOSE AND SUMMARY OF THE FUTURE LAND USE ELEMENT

INTRODUCTION

This Future Land Use Element for the Village of Palm Springs will describe the general distribution, location, and extent of the uses of land including residential, commercial, recreational, conservation, public facilities, and other categories of the public and private uses of land. The plan will provide an approximate acreage and general range of density or intensity for uses, as well as an estimated gross land area included in each existing land use category. The Village of Palm Springs spans approximately 2,247 acres. Parcels in the Village are primarily residential uses with corridors of commercial land uses along primary arterial and collector roadways. By use, there are currently 1,412 acres of Residential; 601 acres of Commercial; 35 acres of Light Industrial; 21 acres of Mixed-Use; 45 acres of Education; 85 acres of Public; and 46 acres of Conservation. This element, as all others, is organized around a hierarchical series of topical Goals, Objectives, and Policies. The Goals are broad and general, the Objectives are specific and measurable, and Policies provide legislative and administrative guidance on how to conduct or achieve the Goals and Objectives.

BACKGROUND

Incorporated in 1957, The Village of Palm Springs is a municipality in Palm Beach County, Florida with an estimated 2023 population of 27,167. The Village is situated adjacent to Greenacres, Atlantis, Lake Worth Beach, Lake Clarke Shores, and West Palm Beach. The Village has nearby access to Palm Beach International Airport, Palm Beach County Park / Lantana Airport, the Lake Worth Tri-Rail Station, and I-95.

The Village of Palm Springs is diverse. Seventy-one percent (71%) of the population speaks a language other than English at home, with the most common language being Spanish at fifty-five percent (55%). Home ownership in the Village is forty-five percent (45%), which is lower than the state average of sixty-seven percent (67%). The average household size is 3.02.

The Village of Palm Springs Community Redevelopment Agency (CRA) was established in September of 2019 with two CRA areas consisting of roughly 512 acres. The key goals include improvement of utilities and infrastructure; expanding job development and economic growth; enhancing public safety; increasing and maintaining workforce housing; and enhancing the partnership with Palm Beach County.

VISIONING WORKSHOPS 2023

The Village of Palm Springs facilitated a series of joint meetings of the Village Council, the CRA and the Planning and Zoning Board to develop a community vision. Following this visioning, the Village notified Florida Commerce in November 2023 that based upon its assessment of the current conditions and change to Florida Community Planning laws, that an update is needed to reflect the community vision as well as changes to Florida Community Planning laws.

VISION STATEMENT

The Village of Palm Springs is a safe, vibrant, healthy community with an appropriate high-quality mix of uses provided within the Village to ensure that residents and visitors have services, activities and amenities needed to sustain it. The Village will focus on re-establishing an active, involved community by creating safe, public gathering spaces for residents to enjoy. The Village will stimulate the local economy by creating jobs, creating a commercial corridor that provides a variety of goods and services to support its residents and visitors. The Village will preserve its historical residential core neighborhoods. The Village of Palm Springs will continue to seek opportunities to upgrade the transportation network to move people safely and efficiently.

PLANNING HORIZON

Florida Statute 163.3177 requires that each comprehensive plan include at least two planning horizons: one for at least 10 years and one for at least 20 years. The two planning horizons established for the Village of Palm Springs Comprehensive Plan are fiscal year **2035** for the short-term planning period and fiscal year **2045** for the long-term planning period.

PURPOSE

The purpose and intent of the Future Land Use (FLU) Element is to establish future land patterns that support and encourage compact, mixed-use urban development and support transit. The FLU Element is an important component for the Village's planning because it defines the location of uses and intensities which will indicate where infrastructure and services are needed.

SUMMARY

The Future Land Use Element is the centerpiece of the comprehensive plan because it coordinates the central themes and information found in all the plan's elements. The FLU Data, Inventory and Analysis (DIA) is informed by the citizens, their vision for the Village and provides a visual roadmap. The goals, objectives, and policies of all the elements will mirror and support this vision.

"Future land use" is different from "zoning." Future land use designations establish general ranges of uses that are permitted in each district, while zoning districts include a specific list of permitted uses. Although Future Land Use provides a general range of densities and intensities, it does not guarantee that the maximum amount of development allowed within the district will be achievable on a specific site.

The Future Land Use Element will establish the long-term end toward which land use programs and activities will be ultimately directed. The proposed distribution, location, and extent of the various categories of land use will be shown on a Future Land Use Map, which will be supplemented by supporting goals, policies, and measurable objectives.

The Goals, Objectives, and Policies (GOPs) of the Future Land Use Element implement the framework for the Village of Palm Springs's Comprehensive Plan. The approximate acreage and the general range of density or intensity of use is provided for the gross land area and is included in each existing land use category. Total acreage for properties with a designated future land use is approximately 2,247 acres. This total does not include public rights of ways or canals.

Table 1 below lists the future land use designations by acreage for the Village of Palm Springs based upon data in the Geographical Information System (GIS). Although the GIS renders a better approximation of land use allocation, it is an approximation, and not an exact, survey-grade calculation.

TABLE FLU 1 FUTURE LAND USE ACREAGE

Future Land Use Category	Acreage
Low Density Residential	755.4
Medium Density Residential	532.5
High Density Residential	124.5
Mixed-Use	20.9
Commercial	601.4
Light Industrial	35.4
Education	45.4
Public Buildings and Facilities	60
Other Public Facilities	25.3
Conservation	45.7
<i>Total</i>	<i>2,247</i>

2045 FUTURE LAND USE MAP AND MAP SERIES

The 2045 Future Land Use Map and complementing map series are adopted as part of this Plan, and are based upon Goals, Objectives and Policies stipulated throughout the Village of Palm Springs Comprehensive Plan as well as an analysis of population, housing and land resources; natural resources, including wetlands, floodplain areas, water recharge areas, and fish and wildlife; capital improvement needs; and fiscal efficiency in the delivery of public facilities and services. The densities denoted on the Future Land Use Map reflect the maximum gross residential density permitted on the land. It is important to note that the maximum gross density is not guaranteed by right and could be affected by the character of the land as well as other requirements of the local, state and federal regulations. The land use pattern indicated on the 2045 Future Land Use Map is consistent with the Capital Improvements Element and adopted population projections. The 2045 Future Land Use Map and Map Series precede the definitions section of this Future Land Use Element.

FUTURE LAND USE ELEMENT - GOALS, OBJECTIVES, AND POLICIES

Residential and non-residential structures should also be designed and constructed in a manner that is compatible with the character of the community. For both residential and non-residential buildings, “cookie-cutter” architecture should be avoided. This plan will reflect the current vision of the community as well as its commitments to implement the plan.

GOAL FLU 1 PLANNING FOR GROWTH

Goal FLU 1 – The Village of Palm Springs is a safe, vibrant, healthy community with a high-quality mix of uses provided within the Village to ensure that residents and visitors have the services, activities and amenities needed to sustain it.

OBJECTIVE FLU 1.1 HIGH QUALITY OF LIFE

Objective FLU 1.1 - The Village of Palm Springs sustains a high quality of life by maintaining a Future Land Use Element that:

- Facilitates redevelopment that is consistent with current land use patterns.
- Ensures adequate levels of services.
- Provides for the efficient use of facilities.
- Protects natural resources and
- Preserves established neighborhoods.

Policy FLU 1.1.1 – The Village of Palm Springs will evaluate the compatibility of adjacent future land use categories during the land use planning and/or amendment process(es) and will contemplate the potential maximum gross densities and intensities.

Policy FLU 1.1.2 – The Village of Palm Springs seeks to provide an appropriate transition between uses, when updating the Future Land Use Map.

Policy FLU 1.1.3 – The Village of Palm Springs seeks to provide for efficient use of facilities by encouraging the co-location of public facilities, such as parks, libraries and community centers to the maximum extent feasible.

Policy FLU 1.1.4 – The Village of Palm Springs will evaluate each development application for compliance with the goals, objectives and policies of the Comprehensive Plan and the Land Development Code.

Policy FLU 1.1.5 – The uses described in the Village of Palm Springs Future Land Use Element and Land Development Code will comply with FSS 166.04151 for affordable housing, as it may be amended from time to time.

OBJECTIVE FLU 1.2 LAND DEVELOPMENT CODE

Objective FLU 1.2– The Village of Palm Springs shall ensure proper management of future growth and development by maintaining and adopting standards in the Land Development Code that are consistent with the Comprehensive Plan and the requirements of FSS 163.3202, as may be amended from time to time.

Policy FLU 1.2.1 – The Village of Palm Springs will maintain development regulations and ordinances that:

- a) Include explicit and strict protection of environmentally sensitive areas that prohibit unsound uses thereof.
- b) Apportion development costs so that fees collected from the existing population are applied to elimination of current “deficits” in levels of service. These regulations and ordinances shall not

preclude new development paying toward current deficits if such arrangement can be agreed upon between the Village and the developer.

- c) Ensure fees collected in new developments are applied to maintain levels of service established by the entire community.
- d) Ensure maintenance and enhancements to the adopted levels of service are the responsibility of both current and future residents.

Policy FLU 1.2.2 – The Village of Palm Springs will evaluate the Land Development Code within one year of the Evaluation and Appraisal Review, and as needed, to ensure the Comprehensive Plan continues to support the achievement of its goals, objectives, and policies.

Policy FLU 1.2.3 – The Village of Palm Springs's Land Development Code will discourage the continuation of nonconforming uses to the fullest extent possible through the maintenance and enforcement of the Land Development Code.

Policy FLU 1.2.4 – The Village of Palm Springs will continuously review and amend its Official Zoning Map to ensure its consistency with the Village of Palm Springs Future Land Use Map.

Policy FLU 1.2.5 – The Village of Palm Springs will evaluate all development applications for consistency with the Future Land Use Element and the Land Development Code to ensure compliance.

Policy FLU 1.2.6 – The Village of Palm Springs will maintain Future Land Use and Zoning District maps so that they encourage a mix of uses which promote the Village's desire to make goods and services accessible to residents.

Policy FLU 1.2.7 – The Village of Palm Springs will maintain Future Land Use and Zoning District maps, so they promote a diversified economy.

Policy FLU 1.2.8 – The Village of Palm Springs will maintain Future Land Use and Zoning District maps so that it encourages the revitalization of the CRA area and establishment of a strong commercial corridor.

Policy FLU 1.2.9 – The Village of Palm Springs will consider design standards in the Land Development Code so that the commercial corridors are compatible with the adjacent residential uses.

Policy FLU 1.2.10 – The Village of Palm Springs will encourage education (primary and secondary), job-training, technical training, and the building trades in an effort to provide a local employable workforce to stay and work within the Village of Palm Springs.

OBJECTIVE FLU 1.3 EFFICIENT USE OF FACILITIES

Objective FLU 1.3 – The Village of Palm Springs shall establish land uses which can be served by existing and planned facilities and services.

Policy FLU 1.3.1 – The Village of Palm Springs will maintain the Future Land Use and Zoning maps that provide locations for the provision and expansion of public facilities that meet the social, cultural, and civic needs of residents,

Policy FLU 1.3.2 – The Village of Palm Springs will maintain the Future Land Use Map and Land Development Code to support the provision and expansion of public facilities needed to maintain a high quality of life for the residents of the Village of Palm Springs.

Policy FLU 1.3.3 – The Village of Palm Springs will maintain a Capital Improvements Element that provides public facilities and utilities in a way that maximizes the efficiency of services, minimizes costs, avoids potential impacts on the natural environment, and maximizes consistency with the goals, objectives, and policies of this Comprehensive Plan.

Policy FLU 1.3.4 – The Village of Palm Springs will meet the social, cultural, and civic needs of Palm Springs’ residents through the maintenance of adequate sites for institutional uses.

Policy FLU 1.3.5 – The Village of Palm Springs will continue to collaborate with the Palm Beach County School District to ensure it has the most accurate population projections, so that there is proper planning for the infrastructure and school sites needed to support future growth.

Policy FLU 1.3.6 – The Village of Palm Springs will protect public, residential, and commercial structures in the Village by maintaining and enforcing the Florida Building Code and standards in the Land Development Code.

OBJECTIVE FLU 1.4 INTERGOVERNMENTAL COORDINATION

Objective FLU 1.4 – The Village of Palm Springs will coordinate the plans of State government, Palm Beach County, adjacent municipalities, the School Board, the South Florida Water Management District, and other applicable entities with this Comprehensive Plan.

Policy FLU 1.4.1 – The Village of Palm Springs will continue to coordinate with Palm Beach County Emergency Management to safely evaluate residents during threats of flooding and any other impending extreme weather event.

Policy FLU 1.4.2 – The Village of Palm Springs will develop a system of intergovernmental negotiation for siting locally unpopular land uses, which considers the area of population served, the impact on land development patterns or important natural resources, and the cost-effectiveness of service delivery.

Policy FLU 1.4.3 – The Village of Palm Springs will seek collaboration with surrounding municipalities to evaluate the effects of significant development activities in the Village.

OBJECTIVE FLU 1.5 LEVELS OF SERVICE

Objective FLU 1.5 – The Village of Palm Springs shall ensure the Village’s high quality of life by maintaining the adopted level of service standards for public facilities as established in the Capital Improvements Element.

Policy FLU 1.5.1 – The Village of Palm Springs will evaluate each development application and permit to ensure that the adopted level of service standards for the related public facilities and utilities will be maintained and ensure that these facilities and services will be available at the time the development.

OBJECTIVE FLU 1.6 PROTECTION OF LOCAL RESOURCES

Objective FLU 1.6 – The Village of Palm Springs seeks to maintain a high quality of life by protecting its local resources.

Policy FLU 1.6.1 – The Village of Palm Springs will identify natural resources on the Future Land Use Map.

Policy FLU 1.6.2 – The Village of Palm Springs will protect its natural resources by maintaining and adopting policies in the Conservation Element and correlating standards in the Land Development Code.

Policy FLU 1.6.3 – The Village of Palm Springs will evaluate all development orders and permits to ensure the protection of natural resources and to ensure they are consistent with the goals, objectives, and policies of the Conservation Element of this Comprehensive Plan.

OBJECTIVE FLU 1.7 PRESERVE ESTABLISHED NEIGHBORHOODS

Objective FLU 1.7 – The Village of Palm Springs seeks to preserve its single-family residential core neighborhood, identified in the Future Land Use Map Series, and as acknowledged in the 2023 Village of Palm Springs Vision Plan and the 2021 CRA Plan Update.

Policy FLU 1.7.1 – The Village of Palm Springs will preserve its historical residential core neighborhood by limiting density in this area and by supporting and encouraging an adjacent, compact commercial corridor.

Policy FLU 1.7.2 – The Village of Palm Springs will create design standards for infill development so that it is compatible with the adjacent residential uses.

Policy FLU 1.7.3 – The Village of Palm Springs will maintain a Land Development Code that requires a landscape buffer between the residential core and adjacent, more intense development.

Policy FLU 1.7.4 – The Village of Palm Springs will partner with the CRA to attract and support neighborhood-oriented businesses that support the adjacent residential neighborhoods.

OBJECTIVE FLU 1.8 COMPATIBILITY WITH LAND ADJACENT TO AIRPORT

Objective FLU 1.8 – The Village of Palm Springs will deter encroachment of development into airport operational areas or airspace surfaces.

Policy FLU 1.8.1 – The Village of Palm Springs shall maintain an interlocal agreement with Palm Beach County to jointly adopt, administer, and enforce airport protection zoning and land use regulations for identified airport hazard areas.

Policy FLU 1.8.2 – The Village of Palm Springs will regulate land development activity in the vicinity of Palm Beach International Airport and Palm Beach County Park (Lantana) Airport to ensure compatibility and consistency with operations, expansion plans and safety needs per the Airport Master Plans.

GOAL FLU 2 DESCRIBE AND MAP LAND USE PATTERNS

Goal FLU 2 - The Village of Palm Springs's Future Land Use Map ensures the orderly and balanced development of land.

OBJECTIVE FLU 2.1 FUTURE LAND USE MAP PURPOSE

Objective FLU 2.1 – The character and location of Future Land Uses in the Village of Palm Springs will:

- a) Provide for an efficient use of public infrastructure and facilities
- b) Implement and support the Village's Capital Improvements Program
- c) Protect structures and human life in severe weather events.
- d) Promote safe evacuation capabilities during emergencies related to threat of flooding.
- e) Protect its natural, environmental, economic, and scenic resources.

Policy FLU 2.1.1 – The Village of Palm Springs will continue to protect its natural resources by implementing and updating the Land Development Code that include the application of best management practices and the enforcement of Local, State and Federal environmental regulations.

Policy FLU 2.1.2 – The Village of Palm Springs will protect public, residential, and commercial structures in the Village by maintaining and enforcing the Florida Building Code and standards in the Land Development Code.

Policy FLU 2.1.3 – Wherever possible, medium density residential and recreation/open space areas should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition.

OBJECTIVE FLU 2.2 MAP SERIES

Objective FLU 2.2 – The Village of Palm Springs will develop and maintain a map series that graphically depicts land use categories with their allowable densities and intensities, as well as other pertinent information for best management planning practices.

Policy FLU 2.2.1 – The Village of Palm Springs Comprehensive Plan Map Series will include at least the following map features required by FSS 163.3177, as may be amended from time to time:

- a) Future Land Use categories
- b) Existing and proposed transportation system features
- c) Historic district boundaries and designated historically significant properties, if applicable
- d) Transportation concurrency exception area boundaries
- e) Existing and planned public potable water wells, cones of influence, and wellhead protection areas
- f) Water features including lakes, canals, and floodplains
- g) Wetlands
- h) Minerals and soils

Policy FLU 2.2.2 – The Village of Palm Springs's growth management strategy shall be integrated throughout the elements of the comprehensive plan.

OBJECTIVE FLU 2.3 FUTURE LAND USE CATEGORY DETAILS

Objective FLU 2.3 – The Village of Palm Springs shall establish and maintain an understandable and predictable plan for the use, development, and redevelopment of land by establishing policies, standards

and guidelines for each of the Future Land Use Categories. These categories are designed to promote a variety of land use types and patterns to meet the needs of the community.

Policy FLU 2.3.1 – The Village of Palm Spring' Future Land Use Map defines and locates desired broad use categories and includes the maximum density and intensity for each use.

Policy FLU 2.3.2 –The Village of Palm Springs' Future Land Use Map designations shall be gross residential densities and the gross land area of which this density is applied is described as follows. These densities shall be applied to contiguous land areas under common ownership.

Policy FLU 2.3.3 –The Village of Palm Springs shall allow multifamily and mixed-use residential uses in the Commercial, Industrial, and Mixed-Use Land Uses if the development provides affordable housing according to the provisions of FSS 166.04151(7) as may be amended from time to time.

Policy FLU 2.3.4 –The Village of Palm Springs shall allow, by right, all schools in the Institutional and Medium Density Residential land use categories. At a minimum, the threshold acreage for new schools shall be as follows:

- a. Elementary Schools – A minimum of four (4) acres for the first two hundred (200) students, plus one (1) acre for each additional one hundred (100) students.
- b. Middle of Junior High Schools – A minimum of five (5) acres for the first three hundred (300) students plus one (1) acre for each additional one hundred (100) students.
- c. Senior High Schools – A minimum of seven (7) acres for the first three hundred (300) students plus one (1) acre for additional students up to one thousand (1,000) students; thereafter, one (1) acre for each one hundred (100) students.

Policy FLU 2.3.5 Low Density Residential – The Low Density Residential Future Land Use category is intended to honor and protect the Village's established single family residential neighborhoods. This Future Land Use category has a low-density development pattern, which is intended to recognize the established neighborhoods, characterized by residential areas within the community. The aim is to protect stable and viable residential areas from incompatible land use intensities and density intrusions.

- a. **Density and Intensity** – Areas designated Low Density Residential shall have a maximum of six (6) units per gross acre.
- b. **Location** – Low Density Residential is primarily located in the center of the Village boundaries in the established residential core of the Village.

Policy FLU 2.3.6 Medium Density Residential – The Medium Density Residential Future Land Use category is intended to encourage a wide range of medium density housing opportunities which can be efficiently serviced by the existing or planned infrastructure. Schools are also allowed, by right, in this Future Land Use category.

- a. **Density and Intensity** – The maximum density for the Medium Density Residential Future Land Use is ten (10) units per gross acre.
- b. **Location** – Medium Density Residential Future Land Use Category is primarily located adjacent to and outside of the residential core of the Village.

Policy FLU 2.3.7 High Density Residential – The High Density Residential Future Land Use category is intended to provide residential housing within an easy walking distance of town and neighborhood centers and/or arranged along either side of some of the internal roads. Workforce housing is encouraged in this Future Land Use category. Workforce housing is defined in FSS 420.5095, as may be amended from time to time and means housing affordable to natural persons or families whose total annual household income does not exceed 80 percent of the area median income.

- a. **Density and Intensity** – The maximum density for the High Density Residential Future Land Use is nineteen (19) units per gross acre.
- b. **Location** – The High Density Residential Future Land Use Category is located throughout the Village, mostly along commercial corridors and adjacent to commercial and Medium Density Residential Uses.

Policy FLU 2.3.8 Mixed Use – The Mixed-Use Future Land Use Category is an umbrella category which provides a mix of at least two distinct land uses. The purpose of the Mixed-Use Future Land Use Category is to encourage redevelopment and infill efforts; provide pedestrian-friendly areas to reduce dependence upon automobile use; stimulate economic growth; provide for efficient use of infrastructure and discourage urban sprawl by directing development where resources exist.

Policy FLU 2.3.9 Non-residential Uses Defined – An essential component of Mixed Use is the commercial land use to provide goods and services to nearby residential uses. Alternatively, select sites in this Future Land Use Category may be developed to include enclosed industrial uses when the development meets the required performance standards. Although Industrial land uses would typically be considered incompatible with residential uses, they could provide higher wage jobs for residents and may be integrated into a mixed-use project when developed, with careful design and facility planning.

- a. **Density and Intensity** – Maximum density and intensity are governed by the specified residential and non-residential land uses comprising the mixed-use project. If a project is vertically integrated, e.g., residential above non-residential uses, then the total site area may be used to calculate both the maximum number of units and the maximum intensity. If a project is horizontally integrated, e.g., residential and non-residential uses side-by-side, then the maximum number of units and the maximum intensity are calculated based on the separate share of site area dedicated to each use. Site area dedicated to residential uses may not exceed 50% of total site area in a horizontally integrated project.
- b. **Location** – The Mixed-Use Future Land Use Category is primarily located on the northern and southern fringes of the Village jurisdiction outside of the established historic residential core.
- c. **Performance standards and other requirements** – Mixed Use developments must:
 - 1) Mixed-Use projects must concurrently rezone to the Mixed-Use land development district and obtain site plan approval and shall be subject of a Unity of Control instrument to ensure a consistent and cohesive project. Mixed-Use projects are encouraged to create self-contained nodes or neighborhoods that create attractive pedestrian atmospheres; provide for a mixture of interdependent and supportive land uses; and create higher quality environments for residents, businesses, employees, and visitors.
 - 2) Mixed-Use projects must provide interconnectivity between uses.
 - 3) Mixed-Use projects must demonstrate compliance with design standards in the Land Development Code.
 - 4) Mixed-Use projects include a landscaped wall buffer when adjacent to any residential use.
 - 5) Mixed-Use projects must be reviewed and approved by the Village Council.

- 6) Mixed-Use projects with a Commercial component must meet the requirements described in **Policy FLU 2.3.12**.
- 7) Mixed-Use projects with an Industrial component must:
 - a. Meet the requirements described in **Policy FLU 2.3.13**.
 - b. Provide that all industrial operations be fully enclosed
 - c. Provide a noise study and demonstrate it meets the requirements regarding noise as described in the Village's Code of Ordinances Sec. 34-1382.

Policy FLU 2.3.10 Institutional – The Institutional Future Land Use category is intended to provide for public services, public facilities, and open spaces. Uses may include but are not limited to libraries, government offices, police stations, schools, parks, stormwater treatment areas (STA), or utility infrastructure.

- a) **Density and Intensity** – The maximum intensity for the Institutional Future Land Use is 0.4 FAR.
- b) **Location** – This Future Land Use subcategory is located throughout the Village of Palm Springs.

Policy FLU 2.3.11 Conservation – The Village of Palm Springs wishes to be a model for good environmental stewardship. To that end, this Future Land Use category is established for the long-term management, protection, and preservation of areas that contain valuable natural resources. These include natural resources such as lakes.

- a) **Density and Intensity** – Conservation will have a maximum Impervious Surface Area (ISA) of 5%.
- b) **Location** – This Future Land Use category is located primarily within the residential core.
- c) **Special Conditions** – These areas will not contain any permanent structures for residential, commercial, or industrial uses. Certain low-impact education and conservation-related structures may be allowed, such as kiosks, public restrooms, or docks. The Village intends to protect these areas in perpetuity from uses beyond minimal-impact education and conservation uses.

Policy FLU 2.3.12 Commercial – The Commercial Future Land Use is intended to provide goods and services to the surrounding residential areas. Commercial uses shall complement the surrounding residential neighborhoods and provide a walkable scale, when possible, given the context. Parking shall be designed so that it provides for the safety of pedestrians and so that it minimizes motorized vehicle visibility.

- a) **Intensity** – The maximum Floor Area Ratio (FAR) is 0.5. Development intensity may be further limited according to the absence or presence of central water and sewer service, roadway capacity, and environmental limitations.
- b) **Location** – This Future Land Use Category is generally located on the perimeter of the jurisdictional boundary along primary arterial corridors.
- c) **Special Conditions** – Parking requirements may be reduced to provide opportunities for increased safety for pedestrians, better connectivity, shared public spaces, and streetscapes with a focus on people before automobiles.

Policy FLU 2.3.13 Light Industrial – The Light Industrial Future Land Use category is intended to accommodate employment centers using light-assembly, manufacturing, warehouse, distribution, showroom, and non-local office needs of the Village.

Limited commercial uses are allowed when related to or supportive of the primary employers and businesses in the areas zoned Light Industrial. Office supply convenience, retail, hotel, limited restaurant uses, and day care centers will be allowed as ancillary uses based upon meeting adequate buffering, access, and performance criteria established in the Land Development Code. Accessory commercial uses serving employees within the complex may be allowed provided the commercial uses are integrated within the industrial complex and do not exceed ten percent (10%) of the intensity of the entire project.

- a) **Density and Intensity** – The maximum intensity for the Light Industrial Future Land Use category is 1.0 FAR. The maximum impervious surface for developments within this category shall not exceed 85% of the total acreage.
- b) **Location** – The Light Industrial Future Land Use Category is located primarily in the northern portion of the Village boundary.
- c) **Special Conditions** – Light Industrial areas shall be required to meet additional zoning and performance requirements outlined in the Land Development Code and are contingent upon compatibility with surrounding uses and the availability of adequate public facilities and services.

Policy FLU 2.3.14 VISION PLAN – The Vision Plan category is the result of a vision planning process in 2023, intended to incentivize redevelopment of target underutilized properties and assemblages of adjoining parcels along primary commercial corridors outside the historic residential core of the Village.

- a) **Density and Intensity** – The Vision Plan category shall have a maximum density of nineteen (19) units per gross acre and a maximum intensity of 1.5 FAR.
- b) **Location** – The Investment Area Future Land Use is assigned to select large properties including assemblages of parcels along Lake Worth Road, Forest Hill Boulevard, and Congress Avenue.

Policy FLU 2.3.15 – The Village of Palm Springs acknowledges and supports the Palm Beach County Urban Redevelopment Area - Transportation Concurrency Exception Areas (TCEAs) which include properties within the Village's jurisdiction: Military Trail Corridor, Congress Avenue Corridor, Military Trail South Corridor, Lake Worth Road / Congress Avenue South Corridor, and Florida Mango & 10th Avenue Node. Development approvals utilizing these TCEAs shall remain at or below the maximum allowable limits for units, square footage, total daily trips, and total PM peak hour trips set forth in the Transportation Element. No building permits shall be issued for new development when the applicable maximum allowable limit for that land use is reached.

OBJECTIVE FLU 2.4 OVERLAYS

Objective FLU 2.4 – The Village of Palm Springs shall maintain overlays in its Land Development Code in order to achieve area-specific development and redevelopment goals.

Policy FLU 2.4.1 – The Village of Palm Springs shall maintain the College-Hospital Overlay (“CHO”), adopted in 2016, in its Land Development Code in order to implement strategies of the Congress Avenue Corridor Study and promote economic redevelopment with high intensity/density value-added development along the corridor.

Policy FLU 2.4.2 – The Village of Palm Springs shall maintain the Gulfstream Road Overlay (“GRO”), adopted in 2020, in its Land Development Code, in order to encourage residential development, optimize

utilization of residential property, create a neighborhood identity, and fulfill objectives of the Village Community Redevelopment Agency.

OBJECTIVE FLU 2.5 FUTURE LAND USE MAP AMENDMENTS GUIDELINES

Objective FLU 2.5 – The Village of Palm Springs will carefully evaluate proposed amendments to the Future Land Use Map to ensure they are in compliance with the goals, objectives and policies of the local plan.

Policy FLU 2.5.1 Future Land Use Map Amendments – The Village of Palm Springs Future Land Use Map and any amendments to the Future Land Use Map shall be evaluated based upon the following criteria:

- a) The Land Use does not have an adverse impact on natural resources and ecosystems.
- b) The Land Use promotes the efficient and cost-effective provision or extension of public infrastructure and services.
- c) The Land Use promotes a walkable and connected community, and when possible, includes facilities for pedestrians, bicyclists, and transit.
- d) The Land Use promotes conservation of water and energy.
- e) The Land Use preserves open space and natural lands and provides for public open space and recreation needs.
- f) The Land Use will achieve and maintain the adopted level of service standards.

GOAL FLU 3 AVOID URBAN SPRAWL

Goal FLU 3– The Village of Palm Springs will avoid urban sprawl.

OBJECTIVE FLU 3.1 ENCOURAGE INFILL DEVELOPMENT

Objective FLU 3.1 – The Village of Palm Springs will encourage infill development that supports nearby neighborhoods.

Policy FLU 3.1.1 – The Village of Palm Springs will partner with the CRA to identify vacant or underdeveloped parcels that could be developed to provide neighborhoods with nearby goods and services.

Policy FLU 3.1.2 – The Village of Palm Springs will discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and efficiently provides public facilities and services.

Policy FLU 3.1.3 – The Village of Palm Springs will develop and maintain standards in the Comprehensive Plan and Land Development Code that preserve and protect open space and natural lands and provide for the public open space and recreational needs of its citizens.

OBJECTIVE FLU 3.2 ANNEXATION STANDARDS

Objective FLU 3.2 – The Village of Palm Springs will prevent the risk of urban sprawl by establishing standards for the annexation of new properties.

Policy FLU 3.2.1 – The Village of Palm Springs will continue its informal annexation agreement policies

with Palm Beach County for properties located in the Village's annexation priority areas.

Policy FLU 3.2.2 – The Village of Palm Springs will prioritize annexation applications according to the Village's annexation priorities map, which may be amended from time to time.

Policy FLU 3.2.3 – Annexation applications will be evaluated by the following criteria:

- a) The subject parcel(s) is/are contiguous with the Village's boundary.
- b) The subject parcel(s) is/are reasonably compact.
- c) The subject parcel(s) do/does not create enclaves.
- d) The subject parcel(s) is/are located in an area with necessary public facilities and services.
- e) The subject parcel(s) will be designated with Future Land Use and Zoning consistent with the current development pattern so that it is compatible with the surrounding parcels.
- f) The property owner agrees to connect to water and sewer services, if available.

Policy FLU 3.2.4 – The Village of Palm Springs will analyze annexed property at the time of application and assign a Village Future Land Use as soon as possible after the annexation.

GOAL FLU 4 STIMULATE THE LOCAL ECONOMY

Goal FLU 4 – Economic development is a comprehensive goal for the Village of Palm Springs.

OBJECTIVE FLU 4.1 ECONOMIC DEVELOPMENT

Objective 4.1 – The Village of Palm Springs shall continue to develop and promote an economic strategy aimed at providing a variety of economic opportunities to support the local market.

Policy FLU 4.1.1 – The Village of Palm Springs seeks to stimulate the local economy by creating jobs and establishing a commercial corridor that provides a variety of goods and services to support its residents and visitors.

Policy FLU 4.1.2 – The Village of Palm Springs will pursue grant funding to support local economic development initiatives. The Village will seek partnerships with agencies engaged in similar efforts.

Policy FLU 4.1.3 – The Village of Palm Springs may explore the purchase of land to provide cultural, recreation, open space or to generate revenue by the future lease or sale of the property.

Policy FLU 4.1.4 – The Village of Palm Springs will seek to direct Village investment in utilities, transportation, and other public facilities that support business development, local employment, and other economic development opportunities.

Policy FLU 4.1.5 – The Village of Palm Springs and the CRA will identify opportunities for increased economic development and employment opportunities within the Lake Worth Road subdistrict and the Congress Avenue subdistrict.

Policy FLU 4.1.6 – The Village of Palm Springs will encourage entrepreneurs and small-business incubator spaces to attract and foster small business initiatives within the commercial corridors.

Policy FLU 4.1.7 – The Village of Palm Springs seeks to acquire easements and/or right of way to facilitate local micro transit service and construction of transit-related infrastructure such as benches and other amenities at transit stops.

Policy FLU 4.1.8 – The Village of Palm Springs shall continue to support the planning and development of a Regional Transit Line along the Lake Worth Beach Corridor by the Palm Beach County TPA.

OBJECTIVE FLU 4.2 PROVIDE LOCAL JOBS TO RESIDENTS

Objective 4.2 – The Village of Palm Springs seeks to increase the number of jobs filled with local workers and provide job training to residents to prepare them.

Policy FLU 4.2.1 – The Village of Palm Springs and the CRA may consider providing incentives to local businesses who hire and retain employees who live within the Village of Palm Springs.

Policy FLU 4.2.2 – The Village of Palm Springs will coordinate with educational partners to ensure there are appropriate educational opportunities, job skills programs, and facilities to meet local business and industry needs.

Policy FLU 4.2.3 – The Village of Palm Springs will collaborate with educational partners to provide English classes to residents who wish to improve their language skills to position them for the local job market.

Policy FLU 4.2.5 – The Village of Palm Springs will evaluate the Land Development Code to identify and revise regulations that could limit the development potential in the commercial corridors.

Policy FLU 4.2.6 – The Village of Palm Springs will coordinate with agencies, including but not limited to, Palm Beach County government, the Palm Beach County School Board, the Economic Council of Palm Beach County, the Business Development Board of Palm Beach County, the Treasure Coast Regional Planning Council, and the Central Palm Beach County Chamber of Commerce, to develop strategies to meet the economic diversification needs of the community.

GOAL FLU 5 IMPLEMENT THE 2021 CRA PLAN

Goal FLU 5 – The Village of Palm Springs recognizes the Community Redevelopment Agency (CRA) is an important factor in the success of the community.

OBJECTIVE FLU 5.1 PROMOTE REDEVELOPMENT IN THE CRAS

Objective FLU 5.1 – The Village of Palm Springs will continue to provide policies that support the 2021 CRA Plan Update and attract development in the Community Redevelopment Areas with goods and services to support residents and visitors.

Policy FLU 5.1.1 – The Village of Palm Springs will continue to develop incentives which attract development in the Community Redevelopment Areas.

GOAL FLU 6 FACILITATE AN ACTIVE, INVOLVED COMMUNITY

Goal FLU 6 – The Village of Palm Springs seeks to re-establish an active, involved community by creating

safe public gathering spaces for residents and visitors.

OBJECTIVE FLU 6.1 PROMOTE AN ACTIVE, INVOLVED COMMUNITY

Objective FLU 6.1 – The Village of Palm Springs, through its Land Development Code, seeks to ensure quality forms of development and redevelopment that protect Village natural and historic resources and honor its quality of life.

Policy FLU 6.1.1 – The Village of Palm Springs shall continue to provide for attractive open spaces and sustainable natural environments that enhance the quality of life in the Village and protect the functions of important environmental resources.

Policy FLU 6.1.2 – The Village of Palm Springs shall continue to maintain the Village administrative complex as the governmental focal point of the community.

Policy FLU 6.1.3 – The Village of Palm Springs shall enhance the livability of existing neighborhoods and new development by maintaining and adopting standards in the Land Development Code to:

- a) Ensure compatibility of adjacent land uses
- b) Require setbacks from natural waterbodies and wetlands.
- c) Require buffering between uses.
- d) Provide for open space.
- e) Include landscaping requirements.
- f) Include protection for native trees.
- g) Require maintenance of stormwater
- h) Provide facilities for alternative modes of travel.

Policy FLU 6.1.4 –The Village of Palm Springs shall mitigate the potential negative impacts of non-residential development on residential development by maintaining Land Development Code for site design standards that facilitate quality development, ensure safe on-site traffic flow and parking, and promote the use of non- motorized vehicle transportation.

OBJECTIVE FLU 6.2 FACILITIES AND SERVICES

Objective FLU 6.2 – The Village of Palm Springs will ensure that residents have the facilities and services they require to maintain a high quality of life.

Policy FLU 6.2.1 – The Village of Palm Springs will continue to ensure that public facilities and services are available, concurrent with the impacts of future development and redevelopment.

Policy FLU 6.2.2 – The Village of Palm Springs shall maintain a five (5) year Capital Improvements Plan (CIP), updated each year, which provides a cost estimate and construction year for the future implementation of capital facilities projects.

Policy FLU 6.2.3 – The Village of Palm Springs will consider the maintenance needs of its facilities when preparing its annual budget.

DEFINITIONS AND ACRONYMS

CRA	Community Redevelopment Area
DIA	Data, Inventory and Analysis
FLU	Future Land Use
FSS	Florida Statutes
GIS	Geographic Information System
ISA	Impervious Surface Area

Capital Improvements Plan (CIP) – A capital improvement plan, or capital improvement program, is a short-range plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan.

Environmental Stewardship – The responsible use and protection of the natural environment through conservation and sustainable practices to enhance ecosystem resilience and human well-being.

Floor Area Ratio (FAR) – The ratio of a building's total floor area (gross floor area) to the size of the piece of land upon which it is built. The term can also refer to limits imposed on such a ratio through zoning.

Future Land Use (FLU) Element – The centerpiece of the Comprehensive Plan because it coordinates the central themes and information found in all the plan's elements.

Impervious Surface Area (ISA) – An impervious surface area includes and hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, sidewalks and paved recreational facilities. To calculate the percentage of Impervious Surface Area, the total impervious surface is divided by the total lot area.

Infrastructure – The basic physical structures and facilities (i.e., buildings, roads, power supplies) needed for the operation of the Village.

Redevelopment – Renovation of a blighted area.

Urban Sprawl – Low density, automobile-dependent development with either a single use or multiple uses that are not functionally related. Urban sprawl is expensive for municipalities as it requires extending public services inefficiently.

TRANSPORTATION AND MOBILITY ELEMENT

Goals, Objectives, and Policies

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INTRODUCTION

The goal of the Transportation Element of the Village of Palm Springs is to provide for a sufficient, safe, and cost-effective transportation system that provides for the controlled movement of people, goods, and services to, from, and within the Village.

This Transportation Element is closely coordinated with the Future Land Use Element to ensure that the transportation needs of current and future residents and visitors are met for all modes of transportation. The relevant data, inventory, and analysis of transportation conditions addresses the types, locations, capacity, and quality of existing and proposed mobility facilities. This information informs these Goals, Objectives, and Policies.

The Transportation Element is prepared in coordination with the Palm Beach Transportation Planning Agency's (TPA) 2045 Long Range Transportation Plan (LRTP); the Southeast Florida Transportation Council's (SEFTC) 2045 Regional Transportation Plan (RTP); and the Florida 2045 Transportation Plan. The Palm Tran *Accelerate 2031* Transit Development Plan (TDP) and the Village's own 2021 Transportation/Mobility Master Plan were also considered.

BACKGROUND

Incorporated in 1957, The Village of Palm Springs is a municipality in Palm Beach County, Florida with an estimated 2023 population of 27,167. The Village is situated adjacent to Greenacres, Atlantis, Lake Worth Beach, Lake Clarke Shores, and West Palm Beach. The Village has nearby access to Palm Beach International Airport, Palm Beach County Park / Lantana Airport, the Lake Worth Tri-Rail Station, and I-95.

The vast majority of Village workers (75%) commute to work in single-occupancy vehicles. More than 16% of Village workers carpool, and nearly 3% take public transit. Compared to Palm Beach County workers generally, of which 10% carpool and 1.4% take public transit, Village workers are more than 50% more likely to carpool and almost twice as likely to use public transportation. Far fewer Village residents work from home (4%) compared to Palm Beach County generally (12%).

The Village's public transportation needs are currently served by Palm Tran, Palm Beach County's bus transit service, with seven fixed routes serving the Village. Most of these routes are prioritized by Palm Tran for scheduling improvements, including the addition of Sunday service. Transit Hubs and Enhanced Transit Corridors within the Village have also been identified as 10-year facility needs.

TRANSPORTATION/MOBILITY MASTER PLAN 2021

The Village completed a Transportation/Mobility Master Plan in 2021 to address roadway quality, capacity, multimodal connectivity, and bicycle and pedestrian safety. The report resulted in 30 ranked projects to be incorporated within the Village CIP over time, seeking funding from the TPA. Many of these projects have been completed or are underway. The Village can utilize the project rankings when coordinating with the Palm Beach TPA to ensure that identified projects on major corridors, such as Congress Avenue, and 10th Avenue, are incorporated into the regional Long Range Transportation Plan for prioritization and funding.

VISION ZERO ORDINANCE 2021

In 2021, the Village adopted a goal of “the elimination of traffic fatality and the reduction of serious injuries due to traffic accidents” and adopted “Vision Zero as the policy for road and traffic safety in the Village of Palm Springs”, directing “near and long- term traffic planning to be based on Vision Zero principles” via Ordinance 2021-36.

Since that time, Florida Department of Transportation has created its own related initiative called “Target Zero”, which has the same goal as Vision Zero but focuses on driver behavior, providing education campaign information. The Village’s 2021 Transportation/Mobility Master Plan, includes the adoption of a Vision Zero implementation policy, directing the creation of a “multi-disciplinary leadership team to create and lead the planning effort.” Within one year of initial commitment, this team should develop an action plan to achieve the goals set forth. The action plan must be implemented with clear strategies, ‘owners’ of each strategy, interim targets, timelines, and performance measures. Realistic thresholds are to be based upon available resources. The Vision Zero team, which will include representatives from the Village Manager’s office, the Village Police, Public Works and Planning Departments, will meet quarterly, at minimum, to review data on crashes and other safety concerns. Traffic enforcement initiatives will also be reviewed. The team should also coordinate with Palm Beach County, the Palm Beach Transportation Planning Association (TPA), and the Palm Beach County School District.

VISION PLAN 2023

The Village of Palm Springs is a safe, vibrant, healthy community with an appropriate high-quality mix of uses provided within the Village to ensure that residents and visitors have services, activities and amenities needed to sustain it. The Village will focus on re-establishing an active, involved community by creating safe, public gathering spaces for residents to enjoy. The Village will stimulate the local economy by creating jobs, creating a commercial corridor that provides a variety of goods and services to support its residents and visitors. The Village will preserve its historical residential core neighborhoods. **The Village of Palm Springs will continue to seek opportunities to upgrade the transportation network to move people safely and efficiently.**

PLANNING HORIZON

Section 163.3177, F.S., requires that each comprehensive plan include at least two planning horizons: one for at least 10 years and one for at least 20 years. The two planning horizons established for the Village of Palm Springs Comprehensive Plan are fiscal year 2035 for the short-term planning period and fiscal year 2045 for the long-term planning period.

GOALS, OBJECTIVES, AND POLICIES

GOAL TM 1 SAFETY FOR ALL USERS

Goal TM 1 – The Village of Palm Springs shall develop and maintain a multimodal transportation system that provides safety for all users.

OBJECTIVE TM 1.1 VISION ZERO

Objective TM 1.1 – The Village of Palm Springs seeks to achieve the elimination of fatality and the reduction of serious injuries due to traffic accidents within the Village.

Policy TM 1.1.1 – The Village of Palm Springs shall maintain its Vision Zero Ordinance, adopted in 2021, to incorporate Vision Zero principles into its short-term and long-term transportation goals.

Policy TM 1.1.2 – The Village of Palm Springs shall prepare and adopt a Vision Zero Action Plan to achieve the Vision Zero objective.

Policy TM 1.1.3 – The Village's Vision Zero Action Plan shall be coordinated to the fullest extent possible with neighboring governments and agencies, including Palm Beach County, adjacent municipalities, the Palm Beach County School District, and the Palm Beach Transportation Planning Agency (TPA).

Policy TM 1.1.4 – The Village's Vision Zero Action Plan leadership team shall provide an annual report to the Village Council.

Policy TM 1.1.5 – The Village of Palm Springs shall regularly and comprehensively review crash data to identify trends, patterns, and contributing factors to traffic crashes, with the ultimate objective of developing targeted interventions and strategies to reduce the frequency and severity of crashes to zero.

OBJECTIVE TM 1.2 MAINTENANCE

Objective TM 1.2 – The Village of Palm Springs seeks to provide well-maintained roadways for the safety and well-being of motorists, pedestrians and cyclists.

Policy TM 1.2.1 – The Village of Palm Springs shall implement a schedule for regular inspections of transportation facilities within the Village to identify potential hazards including but not limited to potholes, cracks or uneven surfaces.

Policy TM 1.2.2 – The Village of Palm Springs shall promptly repair local streets when potential hazards are identified in the regular inspections to prevent them from worsening and posing a threat to safety.

Policy TM 1.2.3 – The Village of Palm Springs shall maintain its roadway network to meet or exceed a Pavement Condition Index (PCI) of 80 or above.

Policy TM 1.2.4 – The Village of Palm Springs shall provide funding for the maintenance and repair of transportation facilities in the annual budgeting process.

Policy TM 1.2.5 – The Village of Palm Springs seeks to maintain roadways with clear and unobstructed signage indicating speed limits, lane divisions, pedestrian crossings, and other important information.

Policy TM 1.2.6 – The Village of Palm Springs seeks to ensure that drainage systems are properly maintained and functioning to prevent water accumulation on roadways, which can lead to hydroplaning and reduced traction.

Policy TM 1.2.7 – The Village of Palm Springs seeks to partner with other agencies responsible for roadway safety such as law enforcement, emergency services, FDOT and the TPA to ensure a safe transportation network.

GOAL TM 2 A VARIETY OF TRANSPORTATION OPTIONS

Goal TM 2 – The Village of Palm Springs seeks to provide a variety of transportation options to promote sustainability, reduce congestion and improve mobility.

OBJECTIVE TM 2.1 MODAL CHOICE

Objective TM 2.1 – The Village of Palm Springs will provide a transportation network that provides for both traditional and alternative modes of travel.

Policy TM 2.1.1 – The Village of Palm Springs shall evaluate new transportation facilities based upon the provision of multimodal choices and not based solely on their ability to relieve automobile congestion.

Policy TM 2.1.2 – The Village of Palm Springs shall continue to support the Palm Beach TPA and Palm Tran in their efforts to provide alternative modes of transportation in the Village.

Policy TM 2.1.3 – The Village of Palm Springs shall continue to coordinate with the Palm Beach TPA to support the regional public transportation system and ensure that adequate public transit systems are available to its residents and visitors.

Policy TM 2.1.4 – The Village of Palm Springs shall continue to work with adjoining jurisdictions and developers to maintain and enhance facilities for safe bicycle and pedestrian travel, wherever applicable.

Policy TM 2.1.5 – The Village of Palm Springs shall improve crosswalks so that they are clearly marked and include signalization.

Policy TM 2.1.6 – The Village of Palm Springs shall continue to support the Tri-Rail commuter rail system as an alternative mode of transportation for the southeast region.

Policy TM 2.1.7 – The Village of Palm Springs shall continue to support the existing Interlocal Agreement with Palm Beach County that enables public transit to be provided in the unincorporated and incorporated areas of the county.

Policy TM 2.1.8 – The Village of Palm Springs will design and construct an internal walkable street network within the CRA that incorporates existing canals and connects to commercial corridors.

Policy TM 2.1.9 – The Village of Palm Springs shall prioritize the provision of sidewalks and bikeways needs in the transportation planning and capital programming process to improve safety and congestion management.

Policy TM 2.1.10 – The Village of Palm Springs shall incorporate sidewalks into all road capacity improvement projects for collector and arterial roadways when feasible.

Policy TM 2.1.11 – The Village of Palm Spring will coordinate with partner agencies to support and seek funding for enhancements to multi-modal improvements within the CRA, including but not limited to the installation of street trees, transit stops, and street furniture.

Policy TM 2.1.12 – The Village of Palm Springs will study the feasibility of providing local micro-transit service and identify locations for easement and/or right-of-way acquisition for the construction of transit infrastructure by 2025.

Policy TM 2.1.13 – The Village of Palm Springs supports a future potential local transit service providing an additional east-west transportation option along the Lake Worth Road corridor and will identify locations for easement and/or right-of-way acquisition to facilitate the future transit operations.

Policy TM 2.1.14 – The Village of Palm Springs shall require that all newly constructed walkways and sidewalks are constructed to meet applicable Americans with Disabilities Act (ADA) design requirements.

GOAL TM 3 EFFICIENT MOBILITY

Goal TM 3 – The Village of Palm Springs seeks to ensure the efficient and smooth movement of motorized vehicles, pedestrians, and cyclists throughout the transportation network.

OBJECTIVE TM 3.1 TRAFFIC PATTERNS

Objective TM 3.1 – The Village of Palm Springs shall establish traffic patterns that are safe and offer controlled movement for vehicular and non-vehicular traffic.

Policy TM 3.1.1 – The Village of Palm Springs shall maintain transportation design criteria in regulatory codes which protect the citizenry from unsafe ingress/egress points.

Policy TM 3.1.2 – The Village of Palm Springs shall consider alternative street design within and around the Village Hall complex and adjacent recreation facilities to establish this area as the focal point of the community while enhancing multi-modal transportation opportunities.

Policy TM 3.1.3 – The Village of Palm Springs shall continue to require that applicants provide a traffic impact analysis study for proposed developments as a condition of the Development Permit.

Policy TM 3.1.4 – As part of the Concurrency Review Process, the Village of Palm Springs shall make sure necessary facilities and services are in place at the time a Development Permit is issued.

Policy TM 3.1.5 – The Village of Palm Springs may issue a Development Permit if the Palm Beach County Traffic Engineering Division determines that the proposed development will not adversely affect the adopted level of service on the roadway.

Policy TM 3.1.6 – The Village of Palm Springs shall regulate on-street parking in public rights-of-way by maintaining provisions established in the Village's Comprehensive Zoning Ordinance.

Policy TM 3.1.7 – The Village of Palm Springs shall continue to work cooperatively with surrounding jurisdictions to provide a uniform traffic control system within the Village and surrounding areas when practicable and feasible.

Policy TM 3.1.8 – The Village of Palm Springs shall maintain and enforce strict requirements within its development codes which regulate proper site distances to eliminate visual barriers which hinder the safety and efficient circulation of traffic.

Policy TM 3.1.9 – The Village of Palm Springs shall continue to support acquisition by Palm Beach County of additional rights-of-way to widen Tenth Avenue North in a manner that does not negatively impact businesses, site improvements, required landscape buffers, parking, and setbacks.

Policy TM 3.1.10 – The Village of Palm Springs shall coordinate closely with the Palm Beach TPA on any future expansion of Kirk Road to ensure that the neighborhood character of the Village is retained. The Village supports the Palm Beach County Comprehensive Plan TRA Policy 1.4-U.6 which restricts portions of Kirk Road to three lanes and reserves excess rights of way for roundabouts, pedestrian and bicycle facilities and landscape buffering.

Policy TM 3.1.11 – The Village of Palm Springs shall develop and maintain Land Development Regulations that require new development to provide vehicular and pedestrian cross-access between adjacent properties to reduce the need for vehicular trips on roadways.

Policy TM 3.1.12 – The Village of Palm Springs shall assess and implement traffic calming on residential minor roadways within the Village's historic residential core.

OBJECTIVE TM 3.2 LAND USE RELATIONSHIP

Objective TM 3.2 – The Village of Palm Springs will provide an efficient interrelationship between the transportation network and various land use activities within the Village.

Policy TM 3.2.1 – The Village of Palm Springs shall design each component of the transportation network in coordination with the Future Land Use Map to ensure that it is consistent with existing and proposed population densities, housing needs, employment patterns, and land uses.

Policy TM 3.2.2 – The Village of Palm Springs shall carefully analyze street location and design in developing areas during the site plan review process and at the time of development to ensure that developments accommodate the transportation demands without creating adverse impacts on existing streets and traffic patterns.

Policy TM 3.2.3 – The Village of Palm Springs should limit ingress/egress generated by land use activities which impede traffic flow by discouraging the proliferation and placement of median cuts and curb cuts on major carriers of traffic, primarily Military Trail, Congress Avenue, Forest Hill Boulevard, Tenth Avenue North, and Lake Worth Road.

Policy TM 3.2.4 – The Village of Palm Springs should continue to monitor the requirements of off-street parking within the Village of Palm Springs' Comprehensive Zoning Ordinance to keep pace with growth and concurrent demands for commercial and multi-family needs.

Policy TM 3.2.5 – The Village of Palm Springs shall continue to collaborate with Palm Beach County and neighboring municipalities to ensure the Transportation Element is compatible with related municipal plans.

Policy TM 3.2.6 – The Village of Palm Springs shall continue to coordinate transportation planning and improvements with the Palm Beach TPA.

Policy TM 3.2.7 – The Village of Palm Springs will identify partner agency transportation projects and promote them to attract quality redevelopment within the CRA.

Policy TM 3.2.8 – The Village of Palm Spring's Future Land Use Element shall encourage the development of mixed-use development to reduce the need for vehicular trips.

Policy TM 3.2.9 – The Village of Palm Springs shall coordinate transportation planning with the Future Land Use Map of this Comprehensive Plan, the plans of the Palm Beach TPA, neighboring jurisdictions, and the FDOT 5-Year Transportation Plan

Policy TM 3.2.10 – The Village of Palm Springs' Land Development Regulations shall maintain provisions which seek to ensure that development near the airports shall occur in ways and at locations compatible with the airports' operation and expansion and with sensitivity to protecting existing residential and natural resources adjacent to the airports.

Policy TM 3.2.11 – The Village of Palm Springs shall carefully evaluate land use decisions in the vicinity of the Palm Beach International Airport and Palm Beach County Park (Lantana) Airport to ensure they are compatible with the current and future operation of the airport facility and the Future Land Use Element.

Policy TM 3.2.12 – The Village of Palm Springs shall ensure that additional land uses in the airport hazard area of the Palm Beach International Airport and Palm Beach County Park (Lantana) Airport shall comply with the airport zoning regulations.

Policy TM 3.2.13 – The Village of Palm Springs shall ensure that the height of structures and/or objects in new developments proposed in the airport hazard area shall not hinder airport operation or reduce navigable airspace.

OBJECTIVE TM 3.3 DEMAND

Objective TM 3.3 – The Village of Palm Springs seeks to satisfy the majority of transportation demands within the Village, as identified in the Transportation Element's Data, Inventory and Analysis and best available data from Palm Beach County and the Palm Beach TPA.

Policy TM 3.3.1 – The Village of Palm Springs adopts the following Level Of Service (LOS) standards:

Local Roads - LOS "C" for daily and LOS "D" for peak

County Roads – LOS "D"

FDOT Roads – LOS "D"

Policy TM 3.3.2 – The Village of Palm Springs shall continue to enforce the Palm Beach County Traffic Performance Standard Ordinance to ensure that roadway capacities will be available when necessitated by development.

OBJECTIVE TM 3.4 NEEDS

Objective TM 3.4 – The Village of Palm Springs shall identify future roadway needs and capacity requirements for roads and streets within the Village on an annual basis.

Policy TM 3.4.1 – The Village of Palm Springs shall continue to coordinate with the Palm Beach TPA to identify future transportation needs in the Village and recommend funding be included in the Village's Capital Improvements Plan, as well as the TPA's Transportation Improvement Program (TIP).

Policy TM 3.4.2 – The Village of Palm Springs shall maintain its residential character by maintaining Land Development Regulations that prohibit interior Village streets with a right-of-way dimension of eighty (80) feet or less from becoming four (4) lane thoroughfares. Excess right of way shall be used for traffic calming, pedestrian/bicycle facilities, and/or landscaping.

Policy TM 3.4.3 – The Village of Palm Springs adopts the Palm Beach County Thoroughfare Right-of-way Protection Map.

OBJECTIVE TM 3.5 FISCAL PRUDENCE

Objective TM 3.5 – The Village of Palm Spring's Transportation Program shall be cost feasible.

Policy TM 3.5.1 – Before expanding the transportation network, the Village shall carefully scrutinize and investigate the utilization of existing facilities to determine if modifications to the current network would satisfy demands in a more cost-effective manner.

Policy TM 3.5.2 – The Village of Palm Springs shall pursue grant funding opportunities to offset transportation infrastructure costs.

Policy TM 3.5.3 – The Village of Palm Springs shall prioritize transportation funding that results in Complete Streets, providing mobility for all transportation network users.

GOAL TM 4 COORDINATED TRANSPORTATION PLANNING

Goal TM 4 – The Village of Palm Springs shall coordinate with Palm Beach County, surrounding municipalities and the Palm Beach TPA to achieve an efficient regional transportation network.

OBJECTIVE TM 4.1 EXTERNAL COORDINATION

Objective TM 4.1 – The Village of Palm Springs shall continue to partner with the Palm Beach TPA and its processes to guide long range transportation decisions and to coordinate transportation plans with the Florida Transportation Plan, the FDOT Adopted Work Program and TPA member governments' plans.

Policy TM 4.1.1 – Recognizing the growing need for regional connectivity, the Village of Palm Springs shall coordinate with the appropriate agencies, including Palm Beach County, Palm Beach TPA, and Palm Tran to support policies and programs that accomplish an efficient transportation network.

Policy TM 4.1.2 – The Village of Palm Springs shall continue to actively participate in the TPA in order to ensure that area-wide transportation planning decisions affecting the Village address the Village's needs and concerns.

Policy TM 4.1.3 – The Village of Palm Springs shall collaborate with the Palm Beach TPA when it develops its cost feasible Long Range Transportation Plan to prioritize transportation funding.

Policy TM 4.1.4 – The Village of Palm Springs will consider the Palm Beach TPA LRTP needs assessment to guide right-of-way protection and acquisition.

Policy TM 4.1.5 – The Village of Palm Springs shall work with the Palm Beach TPA to ensure that projects recommended in the Village’s 2021 Transportation/Mobility Master Plan are incorporated into the LRTP for prioritization and funding.

Policy TM 4.1.6 – The Village of Palm Springs shall continue to coordinate with the Palm Beach TPA to update the urban area boundary and functional roadway classification map, every ten years following the US Census.

Policy TM 4.1.7 – The Village of Palm Springs shall update or modify this element, as needed, to ensure it is compatible with updates to the Palm Beach County Comprehensive Plan and Unified Land Development Code, the Palm Beach TPA Long Range Transportation Plan (LRTP), and the FDOT Florida Transportation Plan.

Policy TM 4.1.8 – The Village of Palm Springs shall utilize its position within the TPA to advocate for improvements to the roadway segments within the Village that are anticipated to exceed LOS “D” by 2030, as documented in the Village’s 2021 Transportation/Mobility Master Plan.

Policy TM 4.1.9 – The Village of Palm Springs will maintain and abide by the 2018 Interlocal Agreement with Palm Beach County, as may be amended from time to time, to support the Airport Master Plans.

Policy TM 4.1.10 – The Village of Palm Springs shall maintain and enforce the airport zoning ordinances regulating land development activity in the vicinity of the Palm Beach International Airport and the Palm Beach County Park Airport.

Policy TM 4.1.11 – The Village of Palm Springs shall consider access routes to the Palm Beach International Airport and the Palm Beach County Park Airport during the street and highway planning processes of the Village, Palm Beach County, the Palm Beach TPA, and FDOT.

OBJECTIVE TM 4.2 TCEA

Objective TM 4.2 – The Village of Palm Springs supports the Palm Beach County Urban Redevelopment Area (URA) Transportation Concurrency Exception Area (TCEA) which includes lands within the Village’s jurisdiction. The TCEA standards are established by Palm Beach County and delineated in the corresponding Policies. The supporting data and analysis are adopted by reference.

Policy TM 4.2.1 – The Village of Palm Springs supports and locally designates the TCEA for the Military Trail Corridor, Congress Avenue Corridor, Military Trail South Corridor, Lake Worth Road/Congress Avenue South Corridor, and the Florida Mango & 10th Avenue Node (identified in the Future Land Use Map Series).

Policy TM 4.2.2 – Projects within the TCEA may utilize the concurrency provisions of the TCEA. Only projects that are consistent with the Palm Beach County URA Master Plan and associated land development regulations as adopted by the Palm Beach County Board of County Commissioners may utilize the provisions of the TCEA.

Policy TM 4.2.3 – The Village of Palm Spring shall adopt local TCEA regulations, no later than 2025, consistent with the Palm Beach County TCEA policy.

Policy TM 4.2.4 – The Village of Palm Springs acknowledges that Palm Beach County determines whether proposed TCEA projects within the Village are generally consistent with the goals and objectives of the URA Master Plan and Regulating Plan.

Policy TM 4.2.5 – The Village of Palm Springs acknowledges that each section of the TCEA shall be limited to the maximum allowable number of units, square footage, total daily trips, and total P.M. peak hour trips identified in Tables TM-1 through TM-5.

Policy TM 4.2.6 – The Village of Palm Springs shall adopt and maintain Land Development Regulations which require that proposed TCEA project applicants submit a traffic generation study for approval to the Palm Beach County Engineer, showing external project traffic and all other existing and committed development traffic in the area to demonstrate that the proposed project is within the limits for allowable land uses and trips set forth in Tables TM-1 through TM-5.

Policy TM 4.2.7 – The Village of Palm Springs acknowledges that Palm Beach County maintains that no building permits shall be issued for new development in a section of the TCEA when the applicable maximum allowable limit for that land use is reached in that TCEA section.

Policy TM 4.2.8 – The Village of Palm Springs acknowledges that any project utilizing this TCEA and significantly impacting the Strategic Intermodal System (SIS) shall be required to address its impacts on SIS facilities pursuant to the Palm Beach County ULDC.

Policy TM 4.2.9 – The Village of Palm Springs shall continue to coordinate with Palm Beach County regarding policies for the TCEA, pursuant to 163.3180(5)(g), F.S., and the Village shall update its Comprehensive Plan within 18 months of any TCEA policy update to the County's Comprehensive Plan.

TABLE TM-1

**Urban Redevelopment Area–TCEA for Military Trail Corridor
Monitoring Table**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- residential
Existing Land Use Totals	677	1,368,176	150,313	89,315	247,426
Planned Land Use Totals ¹ Allowable variance +/- (%)	2766 15%	1,432,127 25%	300,669 10%	153,266 10%	247,426 10%
Maximum Allowable Minimum Allowable	3181 2351	1,790,159 1,074,095	330,736 270,602	168,593 137,939	272,169 222,683
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	21,210		2,207		
Allowable Land Use Ratios	Residential/ Office		Residential/ Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	14.0		3.9		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial).

TABLE TM-2

**Urban Redevelopment Area–TCEA for Congress Avenue Corridor
Monitoring Table**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- residential
Existing Land Use Totals	1,743	574,144	35,146	134,716	58,188
Planned Land Use Totals ¹	1,743	619,949	815,146	180,521	58,188
Allowable variance +/- (%)	15%	25%	15%	25%	25%
Maximum Allowable	2,004	774,936	937,418	225,651	72,735
Minimum Allowable	1,482	464,962	692,874	135,391	43,641
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	17,417		1,872		
Allowable Land Use Ratios	Residential/ Office		Residential/ Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	6.6		1.47		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial).

TABLE TM-3

**Urban Redevelopment Area–TCEA for Military Trail South Corridor
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- Residential
Existing Land Use Totals	168	1,032,180	120,880	119,302	117,109
Planned Land Use Totals ¹	4,871	1,954,540	582,060	1,041,662	117,109
Allowable variance +/- (%)	15%	25%	10%	10%	10%
Maximum Allowable	5,602	2,443,175	640,266	1,145,828	128,820
Minimum Allowable	4,140	1,465,905	523,854	937,496	105,398
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	84,340		8,792		
Allowable Land Use Ratios at Buildout	Residential/Office		Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	3.6		5.4		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

TABLE TM-4

**Urban Redevelopment Area–TCEA for Lake Worth Rd/Congress Ave South Corridor
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non-Residential
Existing Land Use Totals	266	403,369	240,275	222,571	86,967
Planned Land Use Totals ¹ Allowable variance +/- (%)	1,152 15%	914,009 25%	495,595 10%	733,211 10%	86,967 10%
Maximum Allowable Minimum Allowable	1,325 979	1,142,511 685,507	545,151 446,039	806,532 659,890	95,664 78,270
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	34,390		3,773		
Allowable Land Use Ratios at Buildout	Residential/Office		Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	1.2		1.5		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

TABLE TM-5

**Urban Redevelopment Area–TCEA for Florida Mango & 10th Avenue Node
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non-Residential
Existing Land Use Totals	13	90,095	NA	95,705	NA
Planned Land Use Totals ¹ Allowable variance +/- (%)	107 15%	223,715 25%	66,810 10%	229,325 10%	NA
Maximum Allowable Minimum Allowable	123 91	279,644 167,786	73,491 60,129	252,258 206,393	NA
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	7,644		859		
Allowable Land Use Ratios at Buildout	Residential/Office		Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	0.36		1.24		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

DEFINITIONS AND ACRONYMS

Complete Streets - Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient. Complete Street policies are set at the state, regional, and local levels and are frequently supported by roadway design guidelines.

Development - New development, redevelopment, or expansion of existing development.

Functional Classification – The assignment of roadways into systems according to the character of service they provide in relation to the total roadway network. This is done on a decennial basis (every 10 years) following every Census, FDOT in coordination with Federal Highway Administration (FHWA) and local partners are required to update Urban Boundary and Functional Classification for the State of Florida.

Level of Service (LOS) - A qualitative examination of traveler quality of service provided by a transportation facility or service.

Local Roads - Generally, provide access to abutting properties. Local roads possess relatively low traffic volumes, operating speeds, and trip lengths and minimal through traffic movements. When high traffic volumes compromise a local road's ability to accommodate pedestrian and bicycle traffic, the road should be considered for designation as a significant local road.

Long Range Transportation Plan (LRTP) - A county transportation organization's long range (25-year) strategy, financial, and capital improvement program developed to guide the effective investment of public funds in transportation facilities. The plan is updated every five years and may be amended as a result of changes in projected federal, state, and local funding, major improvement studies, congestion management system plans, interstate interchange justification studies and environmental impact studies.

Principal Arterials - Facilitate relatively long trip lengths at moderate to high operating speeds with somewhat limited access to adjacent properties. Principal arterials generally serve major centers of activity in urban areas and have the highest traffic volume corridors.

Major Collectors - Collect and distribute significant amounts of traffic between arterials, minor collectors, and local roads at moderate to low operating speeds. Major collectors provide for more accessibility to adjacent properties than arterials.

Minor Arterials - Provide somewhat shorter trip lengths than major arterials and generally interconnect with and augment major arterial routes at moderate operating speeds and allowing somewhat greater access to adjacent properties than major arterials.

Minor Collectors - Collect and distribute moderate amounts of traffic between arterials, major collectors, and local roads at relatively low operating speeds with greater accessibility than major collectors.

Mobility - Movement of people and goods.

Mode - Any one of the following means of moving people or goods: aviation, bicycle, highway, paratransit, pedestrian, pipeline, rail (commuter, intercity passenger, or freight), transit, space, and water.

Multimodal - Incorporating more than one travel mode.

Multimodal Corridors - Designed in accordance with Complete Street concepts but will not include any additional vehicular travel lanes. Multimodal improvements will include a mixture of bicycle lanes, bicycle racks, sidewalks, multi-use paths, trails, transit stops, transit pullout bays, transit vehicles, vehicular turn lanes and roundabouts.

Multi-Use Trail - A paved, shared use path, which is typically 12 feet wide, but may commonly vary from 10 feet to 14 or more feet depending upon constraints of volume of use.

Palm Tran - the public transit system serving Palm Beach County. Palm Tran provides a fixed route bus, paratransit, and localized dial-a-ride services, with interconnectivity to other public and private transit.

Strategic Intermodal System (SIS) - Florida's transportation system composed of facilities and services of statewide and interregional significance, including appropriate components of all modes.

Transit – For the purposes of this analysis, a mode of public or private mass transportation, alternative to private single-occupancy motor vehicle travel, whereby the passenger is typically not in control of the mechanism of transport which typically runs along fixed, scheduled, or bounded routes, including, but not limited to bus, trolley, train, ferry, or subway.

Transportation Concurrency Exception Area (TCEA) – Areas designated by Palm Beach County which allow an exception from the concurrency requirements for transportation facilities if the proposed development is consistent with the adopted Village comprehensive plan and is located within an area designated in a comprehensive plan for urban infill development, urban redevelopment, or downtown revitalization.

Transportation Improvement Program (TIP) - The Transportation Improvement Program (TIP) is a document that outlines transportation projects and programs scheduled to receive federal funding over a specified period, typically covering a period of four years. The TIP is a key component of the transportation planning process and is developed through a cooperative effort involving the Palm Beach TPA, FDOT and other stakeholders.

Transportation Planning Agency (TPA) - The Palm Beach County-wide organization made up of local elected and appointed officials responsible for developing, in cooperation with the state and public transportation providers, transportation plans and programs. Synonymous with a Metropolitan Planning Organization (MPO), the TPA is responsible for the development of transportation facilities that function as an intermodal transportation system and the coordination of transportation planning and funding decisions.

Urban Collector - Roads located inside the urbanized or the urban area, while Rural Collector roads are those roads located outside the urbanized or urban area.

Work Program - The five-year listing of all transportation projects planned for each fiscal year by the Florida Department of Transportation, as adjusted for the legislatively approved budget for the first year of the program.

Village of Palm Springs Element 3 Housing *Goals, Objectives, and Policies*

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INTRODUCTION

Pursuant to Section 163.3177(6)(f), F.S., the following represents the Housing Goals, Objectives, and Policies of the Village of Palm Springs. In addition to statutory requirements, the Goals, Objectives, and policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. These Goals, Objectives, and Policies are intended to address the establishment of a long-term end towards which the housing programs and activities of the community are ultimately directed.

IMPLEMENTATION

Unless otherwise stated, the implementation of objectives and policies contained in this section shall be through the development, adoption, and application of regulations set forth in the Village's Code of Ordinances.

GOAL HOU 1 HOUSING MEETS THE NEEDS OF RESIDENTS

Goal HOU 1 – Safe, sanitary, affordable and otherwise adequate housing, satisfying the needs of the residents of the Village.

OBJECTIVE HOU 1.1 QUALITY HOUSING

Objective HOU 1.1 – Maintain the current quality of existing neighborhoods and to assure that new construction attains the same high quality by enforcing Village Land Development Regulations.

Policy HOU 1.1.1 – Continue with strict enforcement of the Florida Building Code and Standard Housing Code, as they may be amended from time to time.

Policy HOU 1.1.2 – Maintain and update other land development ordinances, as necessary, to assure that quality of residential neighborhoods is maintained.

Policy HOU 1.1.3 – Support and develop incentives for home improvements, especially in the older areas of the Village, by considering the need to define and establish an historic district at the time of each Comprehensive Plan update.

Policy HOU 1.1.4 – By continuing to implement Village Land Development Regulations, require land developers to coordinate with the Village during the design and completion of residential developments to assure that housing characteristics of the Village are maintained.

Policy HOU 1.1.5 – At the time of each Comprehensive Plan update, consider the need for the designation of historically significant housing as a means of maintaining the condition and quality of the housing stock. The need for the establishment of standards for the identification and improvement of historically significant housing shall be considered at that time.

OBJECTIVE HOU 1.2 PROVIDE A VARIETY OF HOUSING CHOICES TO MEET POPULATION GROWTH

Objective HOU 1.2 – To provide for the availability of quality housing to accommodate projected population growth during the 2035-2045 planning period.

Policy HOU 1.2.1 – The Village shall continue to pursue avenues through its Land Development Regulations to facilitate lower housing costs by reducing the minimum unit size in multi-family units to accommodate studio or efficiency apartments.

Policy HOU 1.2.2 – The Village shall provide the opportunity for a choice of housing types in residential environments by implementing the Future Land Use Plan.

Policy HOU 1.2.3 – The Village shall continue to participate within the Community Development Block Grant Program and associated activities.

OBJECTIVE HOU 1.3 DEVELOPMENT WILL BE CONSISTENT WITH AVAILABLE FACILITIES AND SERVICES

Objective HOU 1.3 – Require residential development to be consistent with the capabilities of community facilities and services.

Policy HOU 1.3.1 – The Village shall require that residential development is phased consistent with the availability of urban facilities and services (e.g., utilities, transportation, etc.) in order to minimize untimely and undue burden upon the Village tax base.

Policy HOU 1.3.2 – The Village shall require construction sites use Best Management Practices to be used by all projects fronting a canal as a means of reducing the potential for surface water pollution.

Policy HOU 1.3.3 – The Village will continue to monitor controls which keep traffic generated by the commercial areas from directly accessing residential streets.

OBJECTIVE HOU 1.4 AVOID SUBSTANDARD HOUSING CONDITIONS

Objective HOU 1.4 – To maintain current standard housing conditions in the Village and prevent the occurrence of substandard conditions.

Policy HOU 1.4.1 – The Village's designated Housing Official will continue to enforce housing code regulations and requirements and will continue to establish administrative procedures.

Policy HOU 1.4.2 – The Village establishes the following definitions of housing conditions:

Standard Condition - A residential structure meeting all minimum standards for basic equipment and facilities, as set forth in the most recently adopted Standard House Code.

Substandard Condition - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in the most recently adopted Standard Housing Code, as determined by the Housing Official, where the costs of rehabilitation, renovation or code compliance are valued at less than fifty percent (50%) of the total value of the structure.

In Need of Replacement - A residential structure which does not meet all minimum standards for basic equipment and facilities, as set forth in the most recently adopted Standard Housing Code, as determined by the Housing Official, where the costs of rehabilitation, renovation or code compliance are valued at greater than fifty percent (50%) of the total value of the structure.

OBJECTIVE HOU 1.5 IDENTIFY STRUCTURES IN NEED OF REHABILITATION OR DEMOLITION

Objective HOU 1.5 – Identify residential structures in need of rehabilitation or demolition.

Policy HOU 1.5.1 – The Village shall perform annual windshield inspections of the housing stock within the Village and use the definitions of Standard, Substandard, and In Need of Replacement as criteria to determine which residential structures should be rehabilitated or demolished.

Policy HOU 1.5.2 – The Village shall assist efforts on the part of the Village residents to upgrade neighborhood housing conditions by providing code enforcement assistance.

Policy HOU 1.5.3 – At the time of each required Comprehensive Plan update, the Village shall identify historically significant housing and consider the need to designate any housing structures as locally historically significant and in need of special consideration under the Standard Housing Code.

OBJECTIVE HOU 1.6 PROVIDE SPECIAL HOUSING OPPORTUNITIES

Objective HOU 1.6 – To provide specialized housing opportunities for low- and moderate-income housing, and for the elderly, day-care, disabled or displaced residents.

Policy HOU 1.6.1 – The Village shall continue to require, through the land development approval process, that developers coordinate with the Village during the design and completion of residential developments to assure that the Village characteristics are maintained, and any special housing needs are accommodated.

Policy HOU 1.6.2 – Continue to require a broad range of housing types in residential areas consistent with the Future Land Use Element.

Policy HOU 1.6.3 – The Village shall encourage the provision of sound housing for the elderly and disabled individuals within the Village.

Policy HOU 1.6.4 – Prior to issuing any development order, the Village shall require that reasonably located, standard housing, at affordable cost, is available to persons displaced through public action prior to their displacement.

Policy HOU 1.6.5 – The allowable uses and densities described in the Village of Palm Springs' Future Land Use Element and Land Development Regulations will comply with 166.04151 FSS for affordable housing, as it may be amended from time to time.

Policy HOU 1.6.6 – The Village of Palm Springs will develop and maintain information on the Village’s website that provides the procedures and expectations for projects that qualify as affordable housing according to 166.04151 FSS, as may be amended from time to time.

Policy HOU 1.6.7 – The Village of Palm Springs will review the Land Development Regulations, no later than 2025, to ensure they comply with the affordable housing provisions in 166.04151 FSS, as may be amended from time to time.

Policy HOU 1.6.8 – The Village shall assist in the location of suitable sites for public or private projects to benefit residents in the very low- to moderate-income range.

Policy HOU 1.6.9 – The Village shall encourage opportunities for affordable housing through grants and special programs.

Policy HOU 1.6.10 – The Village will assist persons in the very low- to moderate-income ranges in locating affordable housing.

Policy HOU 1.6.11 – Low- and moderate-income housing shall be located in close proximity to current employment centers. The principles guiding the location of affordable housing will be consistent with the traffic patterns of the Village and the overall Future Land Use Element.

Policy HOU 1.6.12 – Mobile home developments will be designed in order to provide sufficient open space below structures and buffering from arterial roads which may adversely affect the health, safety, and welfare of residents.

OBJECTIVE HOU 1.7 PROVIDE LOCATIONS FOR GROUP HOMES AND FOSTER CARE FACILITIES

Objective HOU 1.7 – To provide for the location of group or foster care facilities licensed by the Florida Department of Health and Rehabilitative Services in a manner consistent with the character of existing residential neighborhoods and State enabling legislation. Additionally, Adult Congregate Living Facilities (ACLF's) shall be allowed in the RS Zoning District.

Policy HOU 1.7.1 – The Village shall review and include the allowance for different classes of group homes and foster care facilities in residential neighborhoods consistent with State enabling legislation.

Policy HOU 1.7.2 – The Building Official shall monitor the development and distribution of group homes and foster care facilities to ensure that adequate infrastructure is provided and that over-concentration, as defined by State Statute, in any residential area is avoided.

Policy HOU 1.7.3 – Continue to rely on the private sector delivery process as the means for providing one hundred percent (100%) of the housing to accommodate Village residents until such time that it is demonstrated that alternative housing implementation programs are necessary.

Policy HOU 1.7.4 – The Village, at the time of each Comprehensive Plan update, shall assess the capabilities of the private sector to provide for the housing means of Village residents. If it is determined by the Village that the private sector delivery process is not adequately functioning, in terms of meeting

the housing needs of residents, alternative mechanisms, including government and non-profit sector participation, shall be considered, including the use of available Federal, State, and local assistance programs.

Policy HOU 1.7.5 – Continue to provide information and technical assistance to the private sector regarding the village land development approval process as a means of expediting the development of housing and minimizing costs associated with the procurement of development orders.

OBJECTIVE HOU 1.8 PROTECT HOUSING CONSTRUCTION FROM DEGRADATION

Objective HOU 1.8 – Monitor and protect housing construction from adverse environmental degradation, concurrent with the provision of necessary urban services.

Policy HOU 1.8.1 – The Village shall continue to require housing construction that is compatible with the existing natural resources and service capabilities as defined in the Transportation and Infrastructure Elements, and which do not adversely impact environmental features.

OBJECTIVE HOU 1.9 INCENTIVES FOR GREEN BUILDING PRACTICES

Objective HOU 1.9 – The Village shall encourage the use of green building practices in new development and redevelopment projects.

Policy HOU 1.9.1 – The Village shall collaborate with the Southeast Climate Change Compact to establish specific policies and standards to increase energy efficiency in new developments.

Policy HOU 1.9.2 – The Village shall support the use of green building practices by:

- Providing all available information, marketing, training, and technical assistance about green building practices;
- Establishing guidelines for green building practices in residential and commercial development; and
- Providing financial incentives, including reduction in development fees, administrative fees, and expedited permit processing for projects that use green building practices.

Policy HOU 1.9.3 – The Village shall revise its Land Development Code to include incentives for new development and redevelopment projects that utilize green building methods and techniques which do not impose excessive costs or other burdens upon developers, building owners, or occupants.

DEFINITIONS AND ACRONYMS

Displaced resident - any individual, partnership, corporation, or association that is required to move from any real property on or after March 20, 1972, as a result of the acquisition of such real property for public purposes, or who, as the result of the acquisition for public purposes of real property on which such person is conducting a business or farm operation as defined in Pub. L. No. 100-17, is required to move said business or farm operation.

LEED - Leadership in Energy and Environmental Design is the among most widely used green building rating systems globally. LEED provides a framework for healthy, efficient, and cost-saving green buildings across a wide variety of building types.

Substandard Housing – (FSS 420.0004 as may be amended from time to time)

- (a) Any unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants;
- (b) A unit which is in violation of one or more major sections of an applicable housing code and where such violation poses a serious threat to the health of the occupant; or
- (c) A unit that has been declared unfit for human habitation but that could be rehabilitated for less than 50 percent of the property value.

Substantial Rehabilitation - repair or restoration of a dwelling unit where the value of such repair or restoration exceeds 40 percent of the value of the dwelling.

Very-low-income Persons - one or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50 percent of the median annual adjusted gross income for households within the state, or 50 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

Village of Palm Springs

Element 4 Infrastructure

Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to Section 163.3177(6)(c), F.S., the following represents the Potable Water, Drainage and Natural Groundwater Aquifer Recharge, Sanitary Sewer, Solid Waste, Goals, Objectives, and Policies of the Village of Palm Springs. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the character, conditions – both environmental and social – and desires of the community.

IMPLEMENTATION

Unless otherwise stated, the implementation of objectives and associated policies contained in this section shall be through the development, adoption, and application of regulations set forth in the Village's Code of Ordinances.

GOAL INF 1 AMPLE INFRASTRUCTURE

Goal INF 1 – The Village of Palm Springs will plan and maintain the infrastructure needed to support Village wide services for potable water, sanitary sewer, surface water management and solid waste as they correlate to the future land use map.

OBJECTIVE INF 1.1 CONCURRENCY

Objective INF 1.1 – The Village of Palm Springs will ensure that utility infrastructure is in place and available concurrent with the development impacting these services.

Policy INF 1.1.1 – The Village of Palm Springs shall ensure that facilities and services necessary to serve the proposed development, redevelopment, or annexation are available, at the adopted local levels of service, concurrent with the impacts of development.

Policy INF 1.1.2 – The Village of Palm Springs' Public Works Department shall maintain a current record of the level of service for potable water, ground water, sanitary sewer, and solid waste.

Policy INF 1.1.3 – The Village of Palm Springs adopts Level of Service (LOS) standards for public utilities as displayed on Table INF-1. Such LOS standards shall be used as the basis for estimating the availability of capacity and demand generated by a proposed development project.

TABLE INF-1

Village of Palm Springs Public Facility Concurrency Management System

Public Facility	Level of Service Standard	
Potable Water	VPUSD Service Area	75 gpd / capita
	PBCWUD Service Area	126 gpd / capita
	LWBWUD Service Area	105 gpd / capita
	AUD Service Area	145 gpd / capita
Sanitary Sewer	Single Family	350 gpd / dwelling unit
	Multifamily	250 gpd / dwelling unit
	Commercial	0.2 gpd / square foot
	Industrial	0.15 gpd / square foot
	Hotel	0.15 gpd / square foot
Solid Waste	Garbage	4.92 lbs./capita/day
	Trash	1.75 lbs./capita/day
Drainage	Design Storm: Three (3) year frequency, 24-hour (one day duration) rainfall intensity curve as established by the South Florida Water Management District	

Policy INF 1.1.4 – The Village of Palm Springs will review all development and/or redevelopment activities for consistency with the adopted Level of Service standards in Table INF-1 as part of the site plan review and permitting process.

Policy INF 1.1.5– The Public Works Department shall, in cooperation with the public utility service providers, update facility demands and capacity information, as development permits are issued.

Policy INF 1.1.6 – The Village shall allow development (based on the FLUM) only in areas that have sufficient existing or planned capacity for potable water facilities and where connection is available.

OBJECTIVE INF 1.2 CAPITAL IMPROVEMENTS

Objective INF 1.2 – The Village of Palm Springs will maintain a five (5) year schedule of capital improvements for utilities, updated annually, in conformance with the Capital Improvements Element. Capital improvements needs are defined as:

- (1) those improvements necessary to correct existing deficiencies in order to maximize the use of existing facilities; or
- (2) those improvements necessary to meet projected future needs without encouraging urban sprawl.

Policy INF 1.2.1 – The Village of Palm Springs will continue to coordinate with the City of West Palm Beach, City of Lake Worth and Palm Beach County, to identify and address any deficiencies with utility infrastructure.

Policy INF 1.2.2 – If the Village of Palm Springs desires to expand a utility services area boundary, it will follow all provisions required by FSS 180, as may be amended from time to time.

Policy INF 1.2.3 – The Village of Palm Springs will coordinate any proposed utility service area boundary expansion or annexation with related entities to include SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Lake Worth Beach Water Utilities Department, and Atlantis.

Policy INF 1.2.4 – The Village shall continue to evaluate and rank capital improvement projects proposed for inclusion in the five (5) year schedule of needs by using the following prioritization method:

- a) Level One - Projects needed to protect the public health and safety of residents; fulfill the Village's legal commitment to provide facilities and services; or to preserve or achieve the full use of existing facilities.
- b) Level Two – Project needed to increase the efficiency of existing facilities; projects needed to prevent or reduce future improvement costs; projects needed to provide services to developed areas that lack full service; or projects needed to promote in-fill development.
- c) Level Three – Projects that represent a logical extension of facilities and services within a designated Village Planning Area.

OBJECTIVE INF 1.3 DISCOURAGE URBAN SPRAWL

Objective INF 1.3 – The Village of Palm Springs will discourage urban sprawl in order to achieve a compact urban form.

Policy INF 1.3.1 – The Village of Palm Springs shall maximize the use of existing facilities, and coordinate future expansion plans consistent with the densities and intensities permitted in the Future Land Use Element of the Comprehensive Plan.

Policy INF 1.3.2 – The Village of Palm Springs shall direct urban growth to areas which can be served efficiently by public services and facilities.

Policy INF 1.3.4 – All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.

GOAL INF 2 ACCESS TO SAFE AND AFFORDABLE DRINKING WATER

Goal INF 2 – The Village of Palm Springs will sustain equitable access to safe and affordable drinking water for its residents and visitors.

OBJECTIVE INF 2.1 MAINTAIN QUALITY AND QUANTITY OF POTABLE WATER

Objective INF 2.1 – The Village of Palm Springs shall continue to preserve the potable water supply as resource, both in quantity and quality, by maximizing the use of existing facilities, correcting facility deficiencies, and enhancing the ability to meet or exceed adopted Level of Service Standards during the ten-year planning period applicable to the Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030).

Policy INF 2.1.1 – The Village of Palm Springs will continue to coordinate land uses and future land use changes with the availability of water supplies and the water supply facilities.

Policy INF 2.1.2– The Village of Palm Springs will ensure that, at the building permit stage, water supply concurrency is met.

Policy INF 2.1.3 – The Village of Palm Springs will continue to coordinate with SFWMD, Palm Beach County Water Utilities Department (PBCWUD), Lake Clark Shores, Lake Worth Beach Water Utilities Department (LWBWUD), and Atlantis (AUD) by sharing and updating of information to meet the ongoing water supply needs.

Policy INF 2.1.4 – The Village of Palm Springs will continue to require all new developments to be served by central water systems.

Policy IWR 2.1.5 – The Village of Palm Springs shall update its WSFWP within 18 months of the adoption of the SFWMD Lower East Coast Water Supply Plan. This update will include the traditional and alternative water supply projects and programs, as well as the water conservation and reuse practices, necessary to meet the projected water demands to serve existing and new development through the plan’s planning year.

Policy INF 2.1.6 – The Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030) adopted July 23, 2020 (Resolution No. 2020-20) is incorporated herein by reference. The Village will continue to make appropriate changes to the Comprehensive Plan, LDC, and other policies/regulations in order to implement the updated Water Supply Facilities Work Plan (2020-2030).

Policy INF 2.1.7 – The Village of Palm Springs shall comply with the Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030) adopted July 23, 2020 (Resolution No. 2020-20), which has been updated to be consistent with the SFWMD Lower East Coast Water Supply Plan update, published on January 14, 2019.

Policy INF 2.1.8 – The Village's water system shall be maintained in a manner which meets or exceeds quality standards of regulatory agencies.

Policy INF 2.1.9 – The Village of Palm Springs shall coordinate with Palm Beach County, through the occupational license procedure, to identify and regulate any uses that risk the polluting the Village's potable water well fields.

Policy INF 2.1.10 – The Village of Palm Springs shall continue to coordinate with the SFWMD, Palm Beach County Water Utilities Department, Lake Clarke Shores, Lake Worth Beach Water Utilities Department, and the City of Atlantis to evaluate water consumption rates to ensure consistency with LOS and permitted amounts.

Policy INF 2.1.11 – The Village of Palm Springs will continue to prohibit the installation of individual wells in proximity to the one (1) foot drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

Policy INF 2.1.12 – The Village of Palm Springs shall regularly analyze its water loss audit data submitted to the SFWMD and investigate potential causes and remedies.

Policy INF 2.1.13 – The Village of Palm Springs shall continue to maintain wells to provide adequate capacities, as permitted by the South Florida Water Management District (SFWMD), to service new development activities and usage.

Policy INF 2.1.14 – The Village of Palm Springs shall expand water treatment facilities to meet or exceed maximum day withdrawal from the raw water supply in accordance with the current water use permit.

Policy INF 2.1.15 – The Village of Palm Springs shall increase water storage capacity consistent with water system expansions.

Policy INF 2.1.16 – As expansion to the water system occurs, the Village of Palm Springs shall loop distribution lines to maintain water quality in the lines and provide for more even water pressure.

OBJECTIVE INF 2.2 ALTERNATIVE WATER SUPPLIES

Objective INF 2.2– When appropriate, the Village shall explore opportunities to use alternative water supplies as sources for future water needs.

Policy INF 2.2.1 – The Village shall utilize alternative water supply sources, if feasible, when improving or expanding the water system.

Policy INF 2.2.2 – The Village shall encourage other suppliers of potable water to the Village to utilize alternative water supply sources, if feasible, when improving or expanding the water system that serves the Village.

GOAL INF 3 PROTECT THE NATURAL GROUNDWATER AND RECHARGE THE RELATED AQUIFER

Goal INF 3 – The Village of Palm Springs shall protect the natural groundwater and the related aquifer.

OBJECTIVE INF 3.1 AQUIFER PROTECTION AND SUSTAINABILITY

Objective INF 3.1 – The Village of Palm Springs will continue to implement and maintain regulations aimed at protecting groundwater recharge areas located within the Village.

Policy INF 3.1.1 – The Village of Palm Springs shall cooperate with SFWMD to identify those areas of recharge to the groundwater aquifer located within the Village and maintain the appropriate protection measures in its land development regulations.

Policy INF 3.1.2 – The Village of Palm Springs shall continue to cooperate with SFWMD to closely monitor groundwater withdrawals to ensure that the groundwater and natural resources of the Village are protected.

Policy INF 3.1.3 – In coordination with SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Lake Worth Beach Water Utilities Department, and the City of Atlantis, the Village shall identify long-term water supply strategies that are consistent with applicable use permits and appropriate regional Water Supply Plans.

Policy INF 3.1.4 – The Village of Palm Springs shall participate in the water supply planning process, which includes the SFWMD and pertinent government entities, with the intention of developing a regional water supply plan that ensures sufficient quantity and quality of potable water resources are available for future use without creating unacceptable implications on natural resources.

Policy INF 3.1.5 – The Village of Palm Springs shall continue to coordinate with SFWMD, Palm Beach County Water Utilities Department, Lake Clark Shores, Lake Worth Beach Water Utilities Department, and Atlantis to identify and evaluate opportunities for additional water supply sources and recovery technologies when the Village considers new or expanded facilities.

Policy INF 3.1.6 – The Village of Palm Springs will develop and implement land development design considerations including but not limited to low-impact design, green stormwater infrastructure, and increased pervious area, for the purposes of maximizing aquifer recharge in the Village areas delineated by SFWMD as having higher recharge potential.

OBJECTIVE INF 3.2 WATER CONSERVATION

Objective INF 3.2 – The Village of Palm Springs will actively participate in potable water conservation practices and programs on an ongoing, as well as, on an emergency basis.

Policy INF 3.2.1 – The Village of Palm Springs will promote the use of non-potable water for uses other than for human consumption as part of the site plan and land development review process when the health of the citizenry is not threatened, such as for irrigation at recreational and governmental sites.

Policy INF 3.2.2 – The Village will maintain a Landscape Ordinance which requires the use of water-efficient landscaping and SFWMD’s year-round landscape watering restrictions.

Policy INF 3.2.3 – The Village of Palm Springs will maintain land development codes, consistent with Section 553.963 F.S., to promote the use of low volume fixtures and other water saving devices in both public facilities as well as in private use.

Policy INF 3.2.4 – The Village will promote and educate developers and the public regarding the use of low impact development techniques such as the Florida Water StarSM program.

Policy INF 3.2.5 – The Village of Palm Springs shall comply with any water use restrictions established by a Declaration of Water Shortage Emergency according to FSS 373.246.

Policy INF 2.4.6 – The Village of Palm Springs will maintain a contingency plan for restricted use of the potable water supply in times when current supply is insufficient or inadequate.

Policy INF 2.4.7 – The Village of Palm Springs will continue to maintain a conservation rate structure in its efforts to conserve potable water.

Policy INF 2.4.8 – The Village of Palm Springs will undertake a rate study, by Fiscal Year 2026, to ensure the utility is adequately funded and to measure the Village’s efforts to incentivize lower potable water usage.

Policy INF 2.4.7.1 –The Village shall inform residents and businesses of, and shall encourage their participation in, the local and regional water conservation programs. These information and educational programs shall include the following types of efforts:

- a. Brochures and signage to be made available at Village Hall.
- b. Pursuing funding through SFWMD Community education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- c. Inviting speakers for forums or workshops at Village Hall.

Policy INF 2.4.7.2 – The Village of Palm Springs shall continue a leak detection and repair program for all Village facilities. It shall also encourage its citizens to adopt such a program for their own individual properties.

OBJECTIVE INF 3.3 DRAINAGE

Objective INF 3.3 – The Village of Palm Springs shall continue to provide drainage services during the five (5) year planning period to meet existing and future demand in order to prevent or minimize flood hazards.

Policy INF 3.3.1 – The Village of Palm Springs shall provide a proper mix of surface and subterranean drainage facilities which will effectively receive and direct stormwater runoff. This provision shall be maintained in the site plan review procedures of the Land Development Code Ordinance.

Policy INF 3.3.2 – The Village of Palm Springs shall improve existing stormwater drainage facilities where needed, especially in special flood hazard areas surrounding the lakes within the Village consistent with the Five (5) Year Schedule of Improvements.

Policy INF 3.3.3 – The Village of Palm Springs ensure adequate stormwater drainage is included in proposed developments by requiring developers to provide the necessary drainage facilities. This provision shall be made in the site plan review procedures of the Palm Springs' Comprehensive Zoning Ordinance.

Policy INF 3.3.4 – The Village of Palm Springs will continue to update and maintain land development regulations which provide for adequate drainage facilities in conformance with the allowable stormwater discharge criteria established by the South Florida Water Management District, and which address minimizing pollution into the lakes and canals in the Village.

Policy INF 2.8.5 – The Village of Palm Springs will continually maintain close liaison and coordination with the Lake Worth Drainage District to assure that the Village has input into the District's Plan of Reclamation during the five (5) year planning period.

Policy INF 2.8.6 – The Village of Palm Springs will Require appropriate land uses in flood prone areas, as per the requirements of the Village Flood Damage Protection Ordinance and Building Code.

Policy INF 2.8.7 – The Village of Palm Springs will Provide for periodic review and updating of drainage plans and annual drainage programs of maintenance and improvement, as part of the annual budgetary process.

Policy INF 2.8.8 – The Village of Palm Springs will establish a routine maintenance program for all catch basins and conduits within the Village.

Policy INF 2.8.9– The Village of Palm Springs will continue to conduct annual inspections of its drainage facilities to identify and address any deficiencies in the Village’s 5-year Capital Improvement Plan.

OBJECTIVE INF 3.4 NATURAL STORMWATER MANAGEMENT

Objective INF 3.4 – The Village of Palm Springs will maintain stormwater drainage regulations within the Subdivision Regulations Ordinance that protect natural drainage features and ensure that future development utilizes stormwater management systems in a manner to protect the functions of recharge areas and natural drainage features.

Policy INF 3.4.1 – As part of the site plan review process, the Village shall require that post-development runoff rates, volumes and pollutant loads are the same as predevelopment conditions and preserve existing natural drainage features by utilizing South Florida Water Management District’s techniques.

Policy INF 3.4.2 – The Village of Palm Springs shall protect and preserve water quality by use of construction site Best Management Practices (BMP’s) and the incorporation of techniques such as on-site retention, use of pervious surfaces and native vegetation when considering proposals for land development and/or redevelopment.

Policy INF 3.4.3 – The Village of Palm Springs shall protect water quality with development review and regulations which encourage eighty-five percent (85%) on-site retention of stormwater runoff and maintains open space and ground cover for maximum infiltration and percolation of stormwater by revising appropriate regulations within one (1) year from submittal of this Plan.

Policy INF 3.4.4 – The Village of Palm Springs shall enforce existing subdivision regulations which protect natural vegetation in order to reduce erosion and minimize runoff pollution.

Policy INF 3.4.5 – The Village of Palm Springs shall protect environmentally sensitive areas by controlling adjacent land uses by Interlocal Agreements or acquisition if necessary.

Policy INF 3.4.5 - The Village of Palm Springs continues to require that stormwater permits meet the requirements of the Village’s portions of the Municipal Separate Storm Sewer System (MSA) permit.

Policy INF 3.4.5 – The Village of Palm Springs shall prioritize stormwater improvement projects identified in the Village of Palm Springs 2019 Stormwater System Evaluation and Improvement Plan in its 5-year Capital Improvement Plan.

OBJECTIVE IWR 3.5 LOW IMPACT DEVELOPMENT

Objective INF 3.5 – The Village of Palm Springs’ Land Development Regulations shall include regulations that encourage low impact development practices that are intended to reduce the volume and rate of stormwater runoff from a development site.

Policy INF 3.5.1 – The Village of Palm Springs’ Land Development Regulations shall include regulations that encourage new construction to use water fixtures that efficiently distribute water in a manner that reduces overuse and promotes water conservation.

Policy INF 3.5.2 – The Village of Palm Springs shall utilize innovative stormwater treatment, when possible, in its capital projects and encourage private development to do the same. These strategies could include:

- a) Bioretention and Rain Gardens - Shallow, vegetated areas that collect and absorb runoff from rooftops, sidewalks, and streets; This practice mimics natural hydrology by infiltrating, evaporating and transpiring stormwater runoff.
- b) Pervious Pavement- Permeable interlocking pavers, grass pavers, pervious concrete and porous asphalt
- c) Tree Canopies – The aboveground portion of a tree which helps to provide shade.
- d) Natural Vegetation Landscaping “Nature Scaping” – Landscape design which typically focuses on native plants.
- e) Low Impact Development – A land planning approach to manage stormwater runoff with the use of on-site natural features.
- f) Green Streets and Infrastructure – Integrating vegetation into stormwater treatment such as street trees, permeable pavements and bioswales.

GOAL INF 4 SANITARY SEWER

Goal INF 4 – The Village of Palm Springs will ensure all residents and businesses in the Village have adequate and equitable access to sanitary sewer.

OBJECTIVE INF 4.1 WASTEWATER TRANSMISSION

Objective INF 4.1. – The Village of Palm Springs will meet existing and projected future wastewater demands by continued transmission of the Village’s wastewater to the regional facility.

Policy INF 4.1.1 – The Village of Palm Springs will continue to ensure a high level of service for wastewater treatment as provided in and consistent with the Interlocal Agreements with Palm Beach County and the City of Lake Worth Beach.

Policy INF 4.1.2 – The Village of Palm Springs will continually monitor the wastewater rate structures to ensure lowest possible cost to Village wastewater customers. The Village should perform a rate structure study, as appropriate.

Policy INF 4.1.3 – The Village of Palm Springs seeks to maintain a high level of coordination with the utility service agent, consistent with terms and conditions of the Interlocal Agreements.

Policy INF 4.1.4 – The Village of Palm Springs will continue to participate in the "East Central" sub-region through sub-agreements for the Collection and transmission of wastewater with the City of Lake Worth Beach and Palm Beach County.

Policy INF 4.1.5 – The Village of Palm Springs shall study and explore the legal and management alternatives available to the Village to facilitate its efficient service to the unincorporated portion of its service area.

Policy INF 4.1.6. - The Village of Palm Springs shall continue to evaluate the feasibility of extending available reclaimed water from a neighboring municipality as a source for lawn/landscaping irrigation within the Palm Springs utility service area.

OBJECTIVE INF 4.2 WASTEWATER

Objective INF 4.2 – The Village of Palm Springs will continue to plan for a central wastewater collection system to the Village’s utility service area customers during the five (5) year planning period.

Policy INF 4.2.1 – The Village of Palm Springs shall maintain and update its wastewater master plan within the five (5) year planning period as a guide to economically program necessary improvements to the wastewater collection system.

Policy INF 4.2.2 – The Village of Palm Springs shall update and expand, as necessary, its development regulations to require the construction of wastewater facilities that are in conformance with standards set forth by the Village at the developer's cost.

Policy INF4.7.3 – The Village of Palm Springs shall continue as the service agent for the maintenance and operation of the wastewater collection system within its service area.

Policy INF 1.1.6 – The Village of Palm Springs will continue to prohibit the installation of additional septic tank systems, and require all new developments be served by the central wastewater system.

Policy INF 1.1.7 – The Village of Palm Springs will continue to prohibit the installation of individual wells in proximity to the one (1) foot drawdown contour (Zone 3), as defined by Palm Beach County Wellfield Protection Program.

GOAL INF 5 SOLID WASTE MANAGEMENT

Goal INF 5 – The Village of Palm Springs will facilitate the proper collection and management of solid waste.

OBJECTIVE INF 5.1 SOLID WASTE COLLECTION

Objective INF 5.1 – The Village of Palm Springs will continue to provide solid waste collection service during the five (5) year planning period to meet existing and future demands in a responsive and cost-effective manner.

Policy INF 5.1.1 –The Village of Palm Springs will maintain a public information service to inform residents of collection schedules and placement of refuse containers.

Policy INF 5.1.2 – The Village of Palm Springs shall coordinate with the solid waste provider to continually monitor the efficiency of collection routes and make changes when needed.

Policy INF 5.1.3 – The Village of Palm Springs shall continue to coordinate with the solid waste provider to ensure input to collection techniques and methods for separation of solid waste materials, and other collection/disposal of a Countywide or regional concern.

Policy INF 5.1.4 – The Village of Palm Springs shall continue to monitor construction sites to ensure that solid wastes generated from construction activities on-site are disposed of in a proper and timely manner.

OBJECTIVE INF 5.2 SOLID WASTE RECYCLING

Objective INF 5.2 – The Village of Palm Springs shall support Florida’s goal to recycle at least 75% of waste, as referenced in Florida State Statute 403.7032 “Recycling”.

Policy INF 5.2.1 – The Village of Palm Springs shall continue to partner with the solid waste provider to educate the community about the benefits of recycling and increase the rates of recycling of solid waste in the Village.

Policy INF 5.2.1 – The Village of Palm Springs shall continue its program of facilitating the safe disposal of oil, paint, and other household toxic wastes within the Village.

DEFINITIONS AND ACRONYMS

Aquifer - An underground layer of water-bearing permeable rock, rock fractures or unconsolidated materials. Groundwater can be extracted using a water well.

Aquifer Recharge – The replenishment of groundwater in the aquifer through natural or active processes.

Development – means the carrying out of any building activity or mining operation, the making of material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. Reference FSS 380.04(1).

Florida Water StarSM program - Florida Water StarSM certification means that homes are inspected and certified to meet specific water-efficiency criteria for indoor fixtures and appliances, landscape design and irrigation systems.

Florida Department of Environmental Protection (DEP) – State agency which regulates environmental issues, including surface and groundwater quality, RAPs, and wastewater management including OSTDS.

Groundwater Quality - The condition including mineral and/or contaminant content of water sourced from aquifers.

Onsite Sewage Treatment and Disposal Systems (OSTDS) – Commonly referred to as septic systems or septic tanks, these systems typically provide wastewater management for individual properties. Wastewater flows to a centralized tank where solids settle out and are anaerobically digested, and the liquid portion flows into a specially designed drain field to leach into the soil.

Potable Water - Water that passes minimum legal standards to be suitable for drinking.

Reclaimed Water – Wastewater that has been treated to minimum biological standards to be able to be reused. Depending on the level of treatment, reclaimed water may be used as a potable water source or for non-potable uses such as irrigation, industrial or commercial use, or aquifer recharge.

South Florida Water Management District (SFMD) - Regional governmental agency that manages the water resources for south Florida region as directed by state law.

Surface Water - Water that collects on the surface of the ground, creating waterbodies. Examples include artificial stormwater ponds and lakes as well as natural waterbodies such as rivers and streams..

Wastewater Treatment Facility - Facility which receives wastewater and processes, filters, and treats it to certain regulatory standards before it is disposed of via reuse, aquifer recharge, or direct discharge.

Village of Palm Springs
Element 5 Conservation
Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to Section 163.3177(6)(e), F.S., the following represents the Conservation Goals, Objectives, and Policies of the Village of Palm Springs. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. These Goals, Objectives, and Policies are intended to address the establishment of a long-term directive for protecting and enhancing the natural resources found in the community.

IMPLEMENTATION

Unless otherwise stated, the implementation of objectives and associated policies contained in this section shall be through the development, adoption, and application of regulations set forth in the Village's Code of Ordinances.

GOAL CON 1 PROTECT NATURAL RESOURCES

Goal CON 1 – A quality environment which protects, conserves and enhances the natural resources of the Village, and which is compatible with the development of Palm Springs.

OBJECTIVE CON 1.1 AIR QUALITY

Objective CON 1.1 – Protect and maintain a level of air quality which, as a minimum, complies with federal, state, and regional pollution control standards.

Policy CON 1.1.1 – The Village shall ensure that all existing and new development, as well as facilities that emit gases or other substances which may degrade the environment, comply with applicable air quality standards. (As documented in the Clean Air Act, as may be amended from time to time).

Policy CON 1.1.2 – The Village shall adjust local codes and ordinances as necessary to reflect changes in air quality standards.

Policy CON 1.1.3 – The Village shall support the efforts of local pollution control agencies to monitor air quality in the Village and coordinate and cooperate with these agencies in order to ensure appropriate local input.

Policy CON 1.1.4 – The Village shall support the efforts of the Palm Beach Transportation Planning Agency in the reduction of pollution resulting from vehicular movements.

Policy CON 1.1.5 – The Village shall continue to restrict and prohibit the open burning of trash, garbage, debris from land clearing, and other identified matter within the Village.

OBJECTIVE CON 1.2 PROTECTION OF WATER RESOURCES

Objective CON 1.2 – Protect and maintain Class III waters at a water quality suitable for limited water sports activities and for the management and propagation of fish and wildlife.

Policy CON 1.2.1 – The Village shall ensure that any development and subsequent use in/or affecting Lake Bonita, Lake Palmarito, Lake Sago, and other lakes and water features within the Village do not degrade water quality below approved standards (as documented in Chapter 17-3, Florida Administrative Code) by designating the lakes and canals as conservation uses and by requiring developers and landowners to provide such evidence as part of the site plan review and land development process.

Policy CON 1.2.2 – The Village shall strive to minimize direct or indirect stormwater runoff that may degrade the quality of water through coordination with Lake Worth Drainage District and South Florida Water Management District, through strict review of drainage plans as part of the site plan and land development process.

Policy CON 1.2.3 – The Village shall coordinate with the Palm Beach County Health Department and the Palm Beach County Environmental Resource Department in monitoring Class III waters in order to continually assess water quality and prevent degradation.

Policy CON 1.2.4 – The Village shall ensure that water quality is not adversely affected by regulating water-related recreational activities within the Village's lakes through continued enforcement of local codes and ordinances.

OBJECTIVE CON 1.3 WATER SUPPLY

Objective CON 1.3 – To protect and conserve potable water supplies, consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030), adopted July 23, 2020 (Resolution No. 2020-20), which is incorporated herein by reference.

Policy CON 1.3.1 – The Village shall maintain water conservation techniques and programs in cooperation with the South Florida Water Management District (SFWMD) and other appropriate agencies such as use of low volume plumbing fixtures, wastewater re-use, dual conveyance, gray water, and others through local regulation in order to promote a low per capita consumption of potable water.

Policy CON 1.3.2 - The Village shall inform residents and businesses of and shall encourage their participation in local and regional water conservation programs. These information and educational programs shall include the following types of efforts:

- a) brochures and signage to be made available at Village Hall;
- b) pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- c) Inviting speakers for forums or workshops at Village Hall.

Policy CON 1.3.3 – The Village shall maintain a leak detection and repair program for all Village facilities and shall also encourage property owners to adopt such a program for their own individual properties.

Policy CON 1.3.4 – The Village will continue to cooperate with SFWMD in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

Policy CON 1.3.5 – The Village shall coordinate local water conservation education efforts with SFWMD and the Palm Beach County School Board.

Policy CON 1.3.6 – The Village shall continue to cooperate with the SFWMD in the conservation of potable water supplies during periods of drought, declared water shortages, or water shortage emergencies by supporting and participating in the District's Water Shortage Plan.

Policy CON 1.3.7 – The Village shall coordinate with the Palm Beach County Environmental Resource Department with their Wellfield Protection Program, and then protect and restrict land use activities in identified areas known to adversely affect the quality and quantity of potable water sources.

Policy CON 1.3.8 – The Village shall maintain site plan review procedures in its Land Development Code to require the location of cones of influence to be depicted on site plans.

Policy CON 1.3.9 – The Village shall ensure that, at a minimum, wellfield protection will be consistent with FDEP wellhead protection Rule 62-521, FAC; however, intergovernmental coordination with FDEP, SFWMD and other pertinent agencies will be pursued.

Policy CON 1.3.10 – The Village shall promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations.

Policy CON 1.3.11 – The Village will comply with the SFWMD water use restrictions and ensure that low water use plumbing fixtures are used in all new buildings or in conjunction with permitted renovations in accordance with Florida Water Conservation Act, Section 553.14, Florida Statutes, as may be amended.

Policy CON 1.3.12 – In coordination with SFWMD, the Village shall maintain appropriate landscape water conservation measures, establish requirements in the Land Development Code, and further encourage or require, where appropriate, but not to the exclusion of non-native plantings, the use of native and drought tolerant plants and the use of low volume irrigation.

Policy CON 1.3.13 – The Village's potable water distribution system shall be monitored, and unaccounted water loss within the system should be reduced and maintained to less than ten percent (10%) of the water entering the system.

Policy CON 1.3.14 – The Village will ensure that any new regulation to protect water resources is consistent with SFWMD’s environmental resource permitting and consumptive use permitting rules.

Policy CON 1.3.15 – The Village shall explore alternate means and incentives to conserve water such as low flow plumbing fixture programs, irrigation meters, reuse of stormwater, surface water pumps and the identification of other alternative water supplies.

OBJECTIVE CON 1.4 NATIVE VEGETATION AND SOILS

Objective CON 1.4 – Protect and maintain soils and native vegetative communities in the Village of Palm Springs.

Policy CON 1.4.1 – The Village shall continue to review development plans, as part of the site plan review process, for compatibility with and protection of the natural environmental characteristics and habitats existing within the Village. The protection of resources and habitats shall be provided for in the landscape regulation of the Land Development Code.

Policy CON 1.4.2 – The Village shall continue to require the preservation and priority use of native vegetation and removal of exotic invasive plant species within the Village by maintaining such provisions in the landscape requirements of the Land Development Code.

Policy CON 1.4.3 – During any proposed construction, expansion, or modification of local lakes and canals, the Village shall consider water and habitat enhancement features that are conducive to shoreline vegetation and to the stabilization of shores and grounds adjacent to surface water bodies to help alleviate potential erosion and degradation of shorelines.

Policy CON 1.4.4 – The Village shall work cooperatively with property owners to develop erosion control plans for areas experiencing erosion of shorelines or banks.

OBJECTIVE CON 1.5 HABITATS

Objective CON 1.5 – Conserve and protect fish and wildlife habitats.

Policy CON 1.5.1 – The Village shall continue its designation as a bird and wildlife sanctuary.

Policy CON 1.5.2 – The Village shall continue, maintain, and enforce regulations in the Palm Springs' Land Development Code to ensure the protection of birds and wildlife.

Policy CON 1.5.3 – The Village shall protect and manage its lakes and canals in a manner suitable for fish and wildlife propagation, by collaborating with local, state and federal partners to monitor the water quality in these water bodies.

Policy CON 1.5.4 – The Village shall utilize the services of the Florida Fish and Wildlife Conservation Commission (FWC), if stocking of the lakes with fish is deemed desirable.

OBJECTIVE CON 1.6 DEVELOPMENT

Objective CON 1.6 – The Village will ensure that land development and land use activities are compatible with the environmental characteristics of the Village.

Policy CON 1.6.1 – The Village shall cooperate with developers and monitor development activity to ensure that environmental features are not degraded or depleted by establishing a preliminary application provision in the site plan review process and make such provisions in the Palm Springs' Land Development Code.

Policy CON 1.6.2 – The Village shall coordinate closely with the Palm Beach County Environmental Control officer to assure that state and/or countywide environmental protection regulations are enforced. The Village will request to participate in the review of projects deemed necessary by the Village.

Policy CON 1.6.3 – The Village shall maintain, update, and enforce subdivision regulations so that development is planned in accordance with natural characteristics of the land such as slope, elevation, drainage patterns, and natural vegetation.

Policy CON 1.6.4 – The Village shall preserve and restore, where possible, the natural vegetation as permanent open space buffer zones and require this as part of the landscape provisions in the Land Development Code.

Policy CON 1.6.5 – The Village shall conserve the lakes and canals within the Village as Class III waters and designate these surface water bodies as conservation uses on the Future Land Use Map.

OBJECTIVE CON 1.7 HAZARDOUS WASTE

Objective CON 1.7 – The Village shall continue to regulate the management of hazardous wastes and materials.

Policy CON 1.7.1 – The Village shall continue to implement the Palm Beach County programs that regulate the safe storage and disposal of hazardous wastes and materials.

OBJECTIVE CON 1.8 ENERGY EFFICIENCY

Objective CON 1.8 – The Village of Palm Springs shall consider implementing outreach and incentive programs to promote and improve energy efficiency in the community.

Policy CON 1.8.1 – The Village shall enforce standards within its 10-Year Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030), adopted July 23, 2020 (Resolution No. 2020-20) to increase the use of recycled water.

Policy CON 1.8.2 – The Village shall organize public awareness events, to educate the public about the benefits of energy efficiency and methods to reduce energy consumption through measures such as energy-efficient lighting, insulation and appliance upgrades.

DEFINITIONS AND ACRONYMS

Environmentally Sensitive Lands – Land which has unique ecological characteristics and functions, rare or limited combinations of geological formations, or features of rare or limited nature constituting habitat suitable for fish, plants, or wildlife.

Hazardous Materials – Materials which are identified by the federal and state agencies as posing a substantial health or safety threat

Invasive Species – Species that are not native to the ecosystem under consideration and whose presence causes or is likely to cause harm to the environment, ecosystem, or human health. Invasive species are identified by the Florida Fish and Wildlife Conservation Commission and the University of Florida Institute of Food and Agricultural Sciences.

Species of Greatest Conservation Need – In Florida this includes animals that are at risk or are declining as identified in Florida’s State Wildlife Action Plan. It includes federally listed and state-listed species as well as many other species whose populations are of concern.

Species of Special Concern – A temporary category of protection for species determined to be data deficient during the Biological Status Review, and afforded the protection that no person shall take, possess, transport, or sell any species of special concern or parts, their nests or eggs except as authorized by permit.

Wellfield Protection Program – This program includes the review, identification, and location of cones of influence around the wellfields in Palm Beach County, including in Palm Springs.

Village of Palm Springs
Element 6 Recreation and Open Space
Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to Section 163.3177(e), F.S., the following represents the Recreation and Open Space Goals, Objectives, and Policies of the Village of Palm Springs. In addition to statutory requirements, the Goals, Objectives, and Policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. These Goals, Objectives, and Policies are intended to address the establishment of a long-term end towards which the Recreation and Open Space programs and activities of the community are ultimately directed.

IMPLEMENTATION

Unless otherwise stated, the implementation of objectives and associated policies contained in this section shall be through the development, adoption, and application of regulations set forth in the Village's Code of Ordinances.

GOAL ROS 1 OFFER A SYSTEM OF RECREATION AND OPEN SPACE

Goal ROS 1 – A system of recreation and open space areas and facilities that encourage Village residents to interact with each other and offers a variety of recreation programs and activities not only to its own residents, but to the surrounding areas, as well.

OBJECTIVE ROS 1.1 MAINTAIN A LEVEL OF SERVICES STANDARD FOR PARKS

Objective ROS 1.1 – Ensure that parks and recreation facilities are adequately and efficiently provided for at the time of development approval and are a part of the development review process, which meet population growth and demand.

Policy ROS 1.1.1 – The Village shall maintain a system-wide average of 1.25 acres of recreation space per 1,000 residents.

Policy ROS 1.1.2 – The Village seeks to expand the existing Village Commons Park, and/or acquire land for recreation uses as necessary, to maintain the level of service standards for recreation as land and/or sites become available.

Policy ROS 1.1.3 – The Village will reserve land surrounding the Village Municipal Complex for potential expansion to the Recreation or Public Safety Department and for recreation and open space uses.

Policy ROS 1.1.4 – The Village shall preserve existing recreational sites and reserve appropriate future land areas, as may come available, to meet future recreational needs of the Village.

Policy ROS 1.1.5 – The Village should annually assess its population characteristics as part of the budgetary process in the development and prioritization of recreation programs and activities.

OBJECTIVE ROS 1.2 PROTECT PUBLIC ACCESS TO RECREATION AND OPEN SPACE

Objective ROS 1.2 – Continue to provide and protect public access to recreation and open space areas and facilities within Palm Springs.

Policy ROS 1.2.1 – Maintain all road, sidewalk and parking areas within the Village and appropriate signage, where necessary, to direct the public to recreation and open space areas in the Village.

Policy ROS 1.2.2 – The Village shall seek opportunities and grant funding to improve pedestrian and bicycle connections to the surrounding neighborhoods.

OBJECTIVE ROS 1.3 STRONG PUBLIC/PRIVATE PARTNERSHIPS

Objective ROS 1.3 – Ensure the adequate provision of parks, recreation, and open space areas in Palm Springs through a strong public/private coordination interaction and relationship.

Policy ROS 1.3.1 – Encourage the private sector to develop recreational areas as part of multi-family developments (apartments, condominiums, and townhouse developments) as a way of supplementing the public park and recreation system. To implement this, the Village will continue to require new developments to provide land for recreational purposes or provide a fee in lieu of land for these purposes.

Policy ROS 1.3.2 – Continue to engage the Village Parks and Recreation Board as a continual resource to garner public input to recreation planning and encourage the use of private ad hoc committees, when necessary, to study specific recreation issues.

Policy ROS 1.3.3 – Consider lease arrangements of private land to the Village for the development of recreational facilities as an alternative means of securing adequate recreational space for Village residents.

Policy ROS 1.3.4 – Coordinate with Lake Worth Drainage District, the Palm Beach County School Board, local churches, and other public agencies, as necessary, in the joint use of land areas for recreation, open space and conversation use purposes.

OBJECTIVE ROS 1.4 PROVIDE A WIDE RANGE OF ACTIVITIES

Objective ROS 1.4 – The Village will develop a wide range of recreational activities for all age groups and interests.

Policy ROS 1.4.1 – The Village seeks to ensure that all parks and leisure facilities are accessible to all citizens, regardless of their age or ability.

Policy ROS 1.4.2 – The Village Parks and Recreation Department with the Parks and Recreation Board will continue to develop recreation programs and activities that cater to all Village residents. The Village, through this Board, will encourage public participation in the planning of new facilities to ensure they meet the needs of all residents.

Policy ROS 1.4.3 – The cultural and civic needs of the community shall be assessed by the Parks and Recreation Department through appropriate means and alternatives developed by the Department that provide for adequate programs and facilities to accommodate these needs.

Policy ROS 1.4.4 – When developing new parks, the Village will ensure that they are designed to meet the requirements of the Americans with Disabilities Act (ADA) by providing accessible parking spaces and barrier-free entrances and pathways.

OBJECTIVE ROS 1.5 LIBRARY

Objective ROS 1.5 – The Village of Palm Springs Public Library provides an enjoyable environment for the local community through service, creativity, and technology innovation, with the vision of changing lives through empowerment.

Policy ROS 1.5.1 – The Library shall continue to focus on the surrounding community and be responsive to its patrons' various needs as they change over time.

Policy ROS 1.5.2 – The Library shall continue to evaluate its materials collection to ensure it meets the information, education, and lifelong learning needs of community members.

Policy ROS 1.5.3 – The Library shall continue to function as a community center by providing social, cultural, and civic programs based on community needs and serve as a neutral public forum.

Policy ROS 1.5.4 – The Library shall continue to offer access to technology that connects library patrons to government resources at the city, county, state, and federal level.

Policy ROS 1.5.5 – The Library shall continue to educational and enrichment activities centered around literacy development for children and teens.

Policy ROS 1.5.6 – The Library shall continue to evaluate and improve the strategic and long-term plans with input from Library Staff, the Library Advisory Board, and the community.

DEFINITIONS AND ACRONYMS

Community Park - A park that provides a diverse range of recreational and leisure activities or contains areas of environmental or aesthetic quality. Community Parks are designed to be a one-stop shop for all recreational needs. Facilities and activities may include, but are not limited to, athletic fields, swimming pools, gymnasiums, performing and designing art centers, crafts buildings, and any facilities associated with neighborhood or mini-park recreation areas. A community park is typically a "drive-to" facility from 5.0 to 25.0 acres in size that services the needs of up to 25,000 people. Community parks are ideally located near collector or arterial roads to ensure easy accessibility for visitors.

Conservation/Open Space Area - Area preserved and managed to protect its natural environment or aesthetic quality or to protect health, safety and welfare by providing open spaces between roadways or development, with recreation and leisure activity serving as a secondary function. These parks can also include landscape areas that act as buffers or entry features.

District Parks - A district park is usually designed to provide recreation opportunities to more than one community or to an entire county. These sub-regional parks are often based on a resource that cannot be provided by a community park. District parks can serve populations of parks may provide ample contact with natural aspects of the setting and include large picnic areas, about 100,000 people and are typically located within 30 minutes driving time of the users. These areas are for field sports, nature trails, boating facilities and riding paths.

Linear Recreation Area - An area developed to provide travel routes for one or more types of recreational or human operated vehicles such as horseback riding, bicycling, hiking, or jogging. They can also be important connections between parks and local communities, providing safe and efficient ways to access the parks without the need for a car. They can be used beyond recreation and provide safe access routes to schools and commercial areas.

Mini Park or Tot Lots - A small park designed to serve a 2-3 block area and are 0.5 to 1.0 acres in size. Tot lots may be used in areas where it is difficult to acquire sufficient land for a neighborhood park. A mini park does not have sports fields or host community-wide events. Instead, they are typically designed to be passive with limited park facilities or amenities. Common amenities include benches, playgrounds, picnic tables, walking paths, and landscaping. Mini parks are commonly designed to blend into the community with similar landscaping, pavers, and color schemes.

Nature Reserve Areas - Areas primarily designed with consideration for outdoor recreation and nature preservation, including, but not limited to, areas for viewing and studying land, aquatic, or avian wildlife, conservation activities, swimming, hiking, camping, trail facilities, nature centers, or botanical gardens. Service area radius and desirable acreage may vary.

Neighborhood Park - A park for intense and diverse recreational activities which may include, but are not limited to, equipped play areas, benches, open space landscaping, picnic tables, field games, court games, picnic area, landscaping and gardens, or senior citizen areas. Neighborhood parks are generally 1.0 to 5.0 acres and are accessible by foot or bicycle with a service radius of about one-half mile and a service population of up to 5,000.

Regional Parks - Regional parks function primarily to provide special natural resources to people of all ages. They are generally greater than 3,000 acres in size and within an hour's driving time of the population they serve. Activities available at a typical regional park include boating, swimming, hiking, horseback riding, picnicking, overnight camping, and nature appreciation.

Special Facilities - Special recreation facilities are generally identified as specialized public recreation facilities that are unique in their nature and purpose. Special facilities are exemplified by golf courses, community centers, boat ramps, zoos, stadiums and other single-purpose facilities. While development standards are available for such facilities, special facilities are based more on the desires or unique characteristics of a community rather than actual need.

Village of Palm Springs
Element 7 Intergovernmental Coordination
Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to Section 163.3177(6)(h), F.S., the following represents the Intergovernmental Coordination goals, objectives, and policies of the Village of Palm Springs. In addition to statutory requirements, the goals, objectives, and policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. These goals, objectives, and policies are intended to address the establishment of a long-term directive for promoting coordination between jurisdictions of plans and policies that have been identified as having impacts other than a local nature.

IMPLEMENTATION

Unless otherwise stated, the implementation of objectives and associated policies contained in this Section shall be through the development, adoption, and application of regulations set forth in the Village's Code of Ordinances and Land Development Regulations.

GOAL ICE 1

Goal ICE 1 – A network of intergovernmental coordination mechanisms that effectively and efficiently addresses issues and needs necessary to implement the Goals, Objectives, and Policies of this Comprehensive Development Plan and maintains the current character of the Village of Palm Springs.

OBJECTIVE ICE 1.1

Objective ICE 1.1 – Maintain planning coordination with adjacent municipalities, Palm Beach County, the Palm Beach County School Board, and current municipal service providers.

Policy ICE 1.1.1 – The Village shall continue to coordinate, as appropriate, with the Town of Lake Clarke Shores, the City of Greenacres, the City of Atlantis, the City of Lake Worth Beach, the City of West Palm Beach, Palm Beach County, the Palm Beach County School Board, the Palm Beach County Transportation Planning Agency, Treasure Coast Regional Planning Council, South Florida Water Management District, and appropriate special districts regarding pending land use amendments or land development decisions within the Village and formally notify appropriate governments of pending planning or development activities on lands adjacent to their borders.

Policy ICE 1.1.2 – The Village shall continue to coordinate with Palm Beach County School Board on the location of new schools within land uses designated as Institutional or Medium Density Residential.

Policy ICE 1.1.3 – The Village shall supply all relevant information necessary for review and comment by affected governments regarding development within the Village upon request by other jurisdictions.

Policy ICE 1.1.4 – The Village shall notify appropriate jurisdictions of pending planning or development activities on lands adjacent to the Village's municipal limits which are being considered for annexation into the Village. Comments from adjacent jurisdictions shall be considered prior to making a land use planning or development decision in these areas.

Policy ICE 1.1.5 – The Village shall prepare and adopt official annexation policies following the establishment of an annexation, land use, and zoning interlocal agreement with Palm Beach County.

Policy ICE 1.1.6 – The Village shall support programs which attempt to alleviate Countywide housing deficiencies while maintaining the Village character, including the Community Development Block Grant Program and associated activities by Resolution or other official action.

OBJECTIVE ICE 1.2

Objective ICE 1.2 – The Village shall continue to coordinate and cooperate with agencies and governments providing infrastructure and services to the Village, through interlocal agreements and memoranda of understanding.

Policy ICE 1.2.1 – The Village shall maintain high standards and responsible performance in the development and execution of interlocal agreements with other jurisdictions by requiring cost effectiveness and efficiency of service in the provision of services and facilities.

Policy ICE 1.2.2 – The Village shall evaluate and strengthen existing mutual aid agreements, as necessary, in mutual aid for fire protection and civil defense and disaster preparedness.

Policy ICE 1.2.3 – The Village shall continue to coordinate with regional law enforcement agencies as outlined in the South Florida Task Force Mutual Aid Agreement, as may be amended from time to time.

Policy ICE 1.2.4 – The Village shall continue to coordinate with the Palm Beach County law enforcement agencies as outlined in the Palm Beach County Mutual Aid Agreement, as may be amended from time to time.

Policy ICE 1.2.5 – As a means of enhancing the Village's code enforcement efforts, the Village shall coordinate with Palm Beach County to encourage code enforcement in adjacent unincorporated areas.

Policy ICE 1.2.6 – The Village shall continue to coordinate with Palm Beach County for various traffic engineering services, as provided for in the Interlocal Agreement between the Village and County, for as long as these services are efficient and effective to the Village of Palm Springs.

Policy ICE 1.2.7 – Formally consider Goals, Objectives, and Policies of the Treasure Coast Regional Planning Council Strategic Regional Policy Plan during the land development decision-making process.

Policy ICE 1.2.8 – Implement the Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030), adopted July 23, 2020, that has been coordinated with South Florida Water Management District's approved 2018 Lower East Coast Resolution Water Supply Plan.

Policy ICE 1.2.9 – The Village shall continue to coordinate with Palm Beach County, the Town of Lake Clarke Shores, the City of Greenacres, the City of Atlantis, the City of Lake Worth Beach, and the South Florida Water Management District (SFWMD) to ensure that the Village's estimates and projections for potable water demand include applicable users outside the Village's municipal limits and that the applicable Village projections are incorporated into neighboring utilities' estimates of demand. In addition, the Village will:

- a) Continue to maintain relationships with the SFWMD, Palm Beach County, the Town of Lake Clark Shores, the City of Greenacres, the City of Lake Worth Beach, and the City of Atlantis to maintain or reduce potable water consumption thorough education, conservation, and participation in ongoing programs of the region, county and local jurisdictions including coordinating local conservation education efforts with the SFWMD and the Palm Beach County programs.

- b) Continue to coordinate, as appropriate, with the SFWMD, Palm Beach County, the Town of Lake Clark Shores, the City of Greenacres, the City of Lake Worth Beach, and the City of Atlantis regarding water supply issues. The coordination efforts will include, but not be limited to, sharing of information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), establishing level of service standards, and serving newly annexed areas.

Policy ICE 1.2.10 – The Village shall update its Water Supply Facilities Work Plan every five years within 18 months after an update to the SFWMD Lower East Coast Regional Water Supply Plan.

Policy ICE 1.2.11 – The Village shall continue to participate in the development of updates to the SFWMD regional water supply assessments and plans and in other water supply development related initiatives facilitated by the SFWMD that affect or implicate the Village.

OBJECTIVE ICE 1.3

Objective ICE 1.3 – Maintain Level of Service standards for consistency with those of adjacent local governments and service providers that serve the Village as applicable.

Policy ICE 1.3.1 – The Village shall request that Palm Beach County inform the Village regarding future expansion plans to Tenth Avenue North and Kirk Road either by Resolution, communication between the Village and the County, or other action deemed appropriate by the Village.

Policy ICE 1.3.2 – The Village shall update its Level of Service standards, as needed, to be consistent with those providing facilities and services to the Village.

Policy ICE 1.3.3 – The Village's Public Works Department shall notify other local governments of any changes to their Level of Service standards for properties served by the Village's utilities.

OBJECTIVE ICE 1.4

Objective ICE 1.4 – Coordinate with Palm Beach County regarding the prevention of the formation of enclaves, pockets, or other undesirable land configurations adjacent to, or in proximity to, the Village of Palm Springs municipal limits prior to annexation of any parcels into the Village.

Policy ICE 1.4.1 – The Village will actively participate in the comprehensive planning processes of Palm Beach County to identify areas in need of annexation by reviewing and commenting on comprehensive plans and annexation policies, as they occur.

OBJECTIVE ICE 1.5

Objective ICE 1.5 – The Village shall notify adjacent municipalities of pertinent land use amendments, rezonings, and annexations that are proposed in the Village with the assistance of the Intergovernmental Plan Amendment Review Committee (IPARC).

Policy ICE 1.5.1 – The Village shall coordinate with IPARC in notifying all municipalities that are within 1,000 feet of a proposed land use amendment or annexation. Notification should be given regardless of distance if the proposed change could significantly affect the adjacent municipality.

Policy ICE 1.5.2 – The Village shall consider the comments of adjacent municipalities concerning a proposed land use amendment and/or annexation.

Policy ICE 1.5.3 – The Village shall participate in cooperative mapping of proposed future annexation areas with adjacent jurisdictions.

Policy ICE 1.5.4 – The Village shall maintain an annexation program so that the contiguity and compactness standards of s. 171.043(1), F.S., are met, and so that service delivery problems of any adjacent local government will not be exacerbated by the pattern of annexation. The Village shall specifically avoid the creation of enclaves.

Policy ICE 1.5.5 – The Village of Palm Springs will continue its present annexation policy of allowing controlled growth in a manner not in conflict with adjacent uses and with the proper infrastructure in place.

Policy ICE 1.5.6 – The Village shall direct urban growth to areas which can be served efficiently by public services and facilities in conformance with local land development regulations and the Village's Five-Year Capital Improvements Plan to discourage the proliferation of urban sprawl.

Policy ICE 1.5.7 – All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.

OBJECTIVE ICE 1.6

Objective ICE 1.6 – The Village shall seek to resolve inter-governmental land use disputes efficiently.

Policy ICE 1.6.1 – The Village shall coordinate with Palm Beach County and adjacent municipalities regarding the location of problematic or locally unwanted land uses.

Policy ICE 1.6.2 – The Village shall utilize a voluntary regional dispute resolution process (RDRP) to reconcile differences on planning, growth management, and other issues with other local governments, regional agencies, and private interests facilitated by the Treasure Coast Regional Planning Council (TCRPC). (Reference Florida Administrative Code 29K-4.010)

Policy ICE 1.6.3 – The Village shall follow the dispute resolution process outlined by the Treasure Coast Regional Planning Council in cases involving jurisdictional planning, growth management and/or other land use disputes.

OBJECTIVE ICE 1.7

Objective ICE 1.7 – Pursuant to Chapter 333, F.S., the Village shall continue to coordinate with Palm Beach County to maintain consistent airport zoning regulations regulating certain land development activity in the vicinity of Palm Beach International Airport and Palm Beach County Park Airport that are consistent with expansion and safety needs per the Airport Master Plans.

Policy ICE 1.7.1 – The Village shall maintain its interlocal agreement with Palm Beach County, as approved by Resolution 2018-10, to jointly adopt, administer, and enforce airport protection zoning regulations for the airport hazard areas to assure compliance with the minimum requirements of Section 333.03(1)(c), F.S., to prevent encroachment into airport operational areas or airspace surfaces and to limit potential land uses that are incompatible with airport operations.

GOAL ICE 2

Goal ICE 2 – Recognizing the constitutional obligation of the School District to provide a uniform system of free public schools on a Countywide basis, the Village will coordinate the location of new and expanded sites for Public Educational Facilities in order to ensure compatibility and consistency with the Village's Comprehensive Plan, in accordance with Section 1013.33, F.S. and to maintain and enhance joint planning processes and procedures for coordination and development of public school facilities, concurrent with residential development and other services. To this end, the Village shall abide by the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning," which was approved by the Village Council via Resolution 2016-04, on January 14, 2016.

OBJECTIVE ICE 2.1

Objective ICE 2.1 – The Village shall continue to coordinate with the School District of Palm Beach County on the location of new schools within land uses designated as Institutional and Medium Density Residential. In addition, the Village shall identify sufficient available land in the adopted future land use element to accommodate Public Educational Facilities as necessary to serve the current and projected student population.

Policy ICE 2.1.1 – The Village shall allow, by right, all schools in the Institutional and Medium Density Residential land use categories. At a minimum, the threshold acreage for new schools shall be as follows:

- a) Elementary Schools - A minimum of four (4) acres for the first two hundred (200) students, plus one (1) acre for each additional one hundred (100) students.
- b) Middle or Junior High Schools - A minimum of five (5) acres for the first three hundred (300) students plus one (1) acre for each additional one hundred (100) students.
- c) Senior High Schools - A minimum of seven (7) acres for the first three hundred (300) students plus one (1) acre for each additional students up to one thousand (1,000) students; thereafter, one (1) acre for each one hundred (100) students.

Policy ICE 2.1.2 – The location and construction of new public educational facilities or the expansion of an existing site shall be allowed upon a determination by the local government that the proposed school development is consistent with the future land use categories as listed above.

Policy ICE 2.1.3 – The Village shall ensure that the public services and facilities required to support all public educational facilities are consistent with plans for residential development; the adopted Five-Year Capital Improvement Plans of the School District and Village; and with all related elements of the Village's adopted Comprehensive Plan.

Policy ICE 2.1.4 – The Village shall advise the School District of all Comprehensive Plan amendments to the Future Land Use Element, any rezoning that modifies or adds any residential designation or increase in residential density, or any development order or amendment to development order, at least 30 days prior to the first public hearing, in accordance with the Palm Beach County School Capacity Availability Determination (SCAD) process.

Policy ICE 2.1.5 – The Village shall request that the School District submit for review information on renovations, additions, and proposed expansion on property owned by the School Board to assure the availability of public facilities and infrastructure as the proposal relates to future planned improvements.

Policy ICE 2.1.6 – In addition to overall consistency with future land use categories, the proposed location of a new, or expansion of an existing Public Educational Facility, shall be consistent with the provisions of the “Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning”, which was approved by the Village Council via Resolution 2016-04, on January 14, 2016, and evaluated based on the following statutory requirements and planning criteria:

- a) There shall be no significant environmental conditions on a proposed site that cannot be mitigated or otherwise preclude development of the site for Public Educational Facility.
- b) There shall be adequate setbacks, buffering and design controls to eliminate or decrease any negative externalities such as noise from affecting neighboring developments in accordance with State Requirements for Educational Facilities (SREF) standards at a minimum.
- c) New school facilities shall be designed at a minimum in accordance with the applicable requirements of SREF and the District’s adopted facility list.

Policy ICE 2.1.7 – In addition to the aforementioned, the following additional conditions shall apply to the proposed sites of the specific school types to ensure they are consistent with the local government’s comprehensive plan.

- a) For elementary schools, special education facilities, and alternative educational facilities, proposed school sites, shall have direct access to at least a minor collector road or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads or lesser classification.
- b) For middle schools, the proposed site shall have direct access to at least a minor collector road or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads or lesser classification. Outdoor recreational facilities and similar support facilities shall be located and buffered on the proposed site to minimize impacts on the adjacent properties.
- c) For high schools, the proposed location shall have direct access to at least a major collector road, or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads of lesser classification. Stadiums, outdoor recreational facilities and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

Policy ICE 2.1.8 – The Village will encourage a comprehensive range of design and site planning solutions that will meet the capacity needs of the School District and the compatibility requirements of the community in a cost-effective way.

Policy ICE 2.1.9 – The Village shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:

- a) Design and/or retrofit of public schools as emergency shelters;
- b) Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
- c) Designation of sites other than public schools along term shelters, to allow schools to resume normal operations following emergency events.

OBJECTIVE ICE 2.2

Objective ICE 2.2 – Establish a joint process of coordination and collaboration between the Village of Palm Beach County and the School District in the planning and decision making on student population projections.

Policy ICE 2.2.1 – The Village shall provide updated land use maps to the County for use in its Population Allocation Model.

Policy ICE 2.2.2 – The Village continue to work with the School District and Palm Beach County to improve the population allocation methodology and enhance coordination with the plans of the School District and local governments.

Policy ICE 2.2.3 – The Village shall provide the School District with annual and bi-annual information generated from the Village's development and approvals, including, but not limited to:

1. Certificates of Occupancy issued for new residential units.
2. Adopted future land use amendments and development orders, including amendments to development orders.
3. Projections for development and redevelopment for the coming year.

DEFINITIONS AND ACRONYMS

FDOT	Florida Department of Transportation
FLU	Future Land Use
FLUM	Future Land Use Map
F.S.	Florida Statutes
ICE	Intergovernmental Coordination Element
ILA	Interlocal Agreement
MOU	Memorandum of Understanding
TPA	Transportation Planning Agency
RWSP	Regional Water Supply Plan
SFWMD	South Florida Water Management District
TCRPC	Treasure Coast Regional Planning Council
WSFWP	Water Supply Facilities Work Plan

Future Land Use (FLU) – One of several categories applied to all parcels within the City’s jurisdiction which governs allowable land uses, residential densities, and intensities, as established and regulated in the Future Land Use Element of the City’s Comprehensive Plan.

Public Educational Facilities - elementary schools, special education facilities, alternative education facilities, middle schools, high schools, and area vocational technical schools for the School District of Palm Beach County.

Redevelopment – Renovation of a blighted area.

School Capacity Availability Determination (SCAD) – A review procedure facilitated by the Palm Beach County School District (PBCSD) required for anyone seeking approval from a local government for a future land use map amendment, a rezone or development order. Such application must be sent to the PBCSD at least 30 days before this request of local government.

Urban Sprawl – A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses, as defined in s. 163.3164 and s. 163.3177, F.S.

Village of Palm Springs
Element 8 Capital Improvements
Goals, Objectives and Policies

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INTRODUCTION

Pursuant to Chapter 163.3177(3), F.S., the following represents the goals, objectives, and policies of Capital Improvements Element. In addition to statutory requirements, the goals, objectives, and policies were developed in keeping with the character, conditions, both environmental and social, and desires of the community. These goals, objectives, and policies are intended to establish a long-term end for the timely and efficient provision of public facilities through the use of sound fiscal policies.

IMPLEMENTATION

Unless otherwise stated, the implementation of objectives and associated policies contained in this section shall be through the development, adoption, and application of regulations set forth in the Village's Code of Ordinances.

GOAL CIE 1

Goal CIE 1 – The efficient provision of needed public facilities in a timely manner, which protects investments in and maximizes the use of existing facilities, and promotes orderly compact municipal growth, while protecting the health, safety and welfare of Village residents.

OBJECTIVE CIE 1.1

Objective CIE 1.1 – Provide capital improvements that correct existing deficiencies, accommodate projected future growth and/or replace worn out or obsolete facilities as defined in the elements of the Comprehensive Development Plan, according to the schedule defined herein.

Policy CIE 1.1.1 – The Village shall include all land and improvements projects identified in the elements of this Comprehensive Plan and determined to be of relatively large scale and high cost (\$25,000 or greater), as capital improvements projects for inclusion within the Five (5) Year Schedule of Improvements.

Policy CIE 1.1.2 – The five (5) year schedule of needs is hereby incorporated as the Five (5) Year Schedule of Improvements (Appendix A).

Policy CIE 1.1.3 – The Village shall, as a matter of priority, schedule for funding any capital improvement projects in the Five (5) Year Schedule of Improvements that are designed to correct existing public facility deficiencies.

Policy CIE 1.1.4 – A Capital Improvements Coordinating Committee, composed of the Village Manager, Finance Director, and operating department heads, shall continue to evaluate and rank in order of priority projects proposed for inclusion in the Five (5) Year Schedule of Improvements.

Policy CIE 1.1.5 – Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- (a) whether the project is needed to protect public health and safety, to fulfill the Village's legal commitment to provide facilities and services, or to preserve, achieve full use of or increase the efficiency of existing facilities; and
- (b) whether the project prevents or reduces future improvement costs, provides service to developed areas lacking full service, or promotes in-fill development.

Policy CIE 1.1.6– As part of its capital improvements programming, the Village shall review and establish priorities for the replacement of water supply facilities, correction of water supply and facilities deficiencies, and the provision for future water supply and facility needs as part of its Five (5) Year Schedule of Improvements, consistent with the Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030), adopted July 23, 2020 (Resolution No. 2020-20).

OBJECTIVE CIE 1.2

Objective CIE 1.2 – Require that future development and redevelopment bear one hundred percent (100%) of the proportionate costs of facility improvements necessary to maintain adopted Level of Service standards.

Policy CIE 1.2.1 – The Village shall update and maintain the Land Development Regulations to require that local streets, drainage, sewage collection and potable water distribution systems improvements of any new development or redevelopment be provided by such development.

OBJECTIVE CIE 1.3

Objective CIE 1.3 – Annually manage Village fiscal resources in a manner to ensure the provision of needed capital improvements.

Policy CIE 1.3.1 – The Village shall enforce the Land Development Regulations to require that, prior to the issuance of certificates of occupancy, all public facilities are available to serve development or redevelopment for which development orders were previously issued.

Policy CIE 1.3.2 – In providing capital improvements, the Village shall limit general obligation debt service expenses to an amount that will allow the annual maintenance of a minimum twenty percent (20%) ratio of General Fund balance to Operating Budget (including debt service).

Policy CIE 1.3.3 – The Village shall annually update the Five (5) Year Schedule of Improvements and associated capital budget as part of its budgeting process. The capital budget process shall be used to determine the financial feasibility of defined capital improvements. The capital budget shall be adopted annually.

Policy CIE 1.3.4 – Appropriate efforts shall be made to secure grants or private funds, whenever available, to finance the provision of capital improvements.

Policy CIE 1.3.5 – The Village shall request comment by the Lake Worth Drainage District and South Florida Water Management District, prior to programming any potable water or drainage-related capital improvements, and the Florida Department of Transportation, prior to programming any road system capital improvements.

Policy CIE 1.3.6 – The Village shall maintain replacement and renewal funds for all public facilities over which it has operational control. The decision to expend replacement and renewal funds shall be made annually, as part of the local budget process, or as emergency repairs require.

Policy CIE 1.3.7 – The Village shall make efforts to seek additional revenue sources to specifically fund water supply and facility projects, as needed, pursuant to the Water Supply Facilities Work Plan for the Village of Palm Springs (2020-2030).

OBJECTIVE CIE 1.4

Objective CIE 1.4 – Condition decisions regarding the issuance of development orders and permits on the consistency of the development requirements included in this Plan, the Village Land Development Regulations, and the availability of necessary public facilities needed to support such development at the time needed.

Policy CIE 1.4.1 – The Village shall use Level of Service (LOS) standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

Policy CIE 1.4.2 – The Village shall continue to enforce the Adequate Facilities Ordinance to ensure that, at the time a development permit is issued, adequate facility capacity is available, or will be available, upon occupancy of the development.

Policy CIE 1.4.3 – Proposed Comprehensive Plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- (a) contribute to any condition of public hazard as described in the Infrastructure Element;
- (b) exacerbate any existing condition of public facility capacity deficits, as described in the Transportation Element, Infrastructure Element, and Recreation and Open Space Element;
- (c) generate public facility demands that may be accommodated by capacity increases planned in the Five (5) Year Schedule of Improvements; and
- (d) conform with future land uses as shown on the Future Land Use Map of the Future Land Use Element, and public facility availability as described in Infrastructure Element.
- (e) impact public schools and/or the timing and delivery of public-school facilities to serve any residential development, pursuant to the School District's Five-Year Capital Facilities Plan.

Policy CIE 1.4.4 – The Village shall use Level of Service (LOS) Standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision.

GOAL CIE 2

Goal CIE 2 – The Village of Palm Springs shall provide a mechanism to be included in the Land Development Regulations, by which all service providers and the Village coordinate land development decisions and facility capacity requirements to ensure that level of service standards are maintained as new development occurs.

OBJECTIVE CIE 2.1

Objective CIE 2.1 – Monitor available capacity for services and facilities as well as coordination between the Village and service providers to ensure available capacities of services and facilities.

Policy CIE 2.1.1 – The Five (5) Year Capital Improvements Schedule shall identify and fund those projects for which the Village is the service provider and that are required to maintain the level of service standards.

Policy CIE 2.1.2 – The Village shall require documentation from the service providers that facility capacity is available and will be reserved for approved development.

Policy CIE 2.1.3 – The Village shall coordinate with service providers to ensure that facilities are expanded, or new facilities are constructed to accommodate the impacts of new development.

Policy CIE 2.1.4 – The Village shall coordinate with the School District of Palm Beach County on comprehensive plan amendments, development orders, and other land-use decisions that may be projected to impact the public school's facilities plan. The Village shall incorporate letters from the School District identifying school capacity availability into Village staff reports presented to the Village Council. The Village may incorporate conditions of approval into ordinances or resolutions to mitigate development impacts at the request of the School District, as the Village deems appropriate.

Policy CIE 2.1.5 – When the Village's potable water facility reaches 80% percent of the SFWMD Consumptive (Water) Use Permit (CUP) and/or FDEP permitted plant capacity, the Village shall consider revising the Capital Improvement Plans, initiate FDEP permit modifications or renewal procedures, or seek a modification to increase the allocation under the CUP.

OBJECTIVE CIE 2.2

Objective CIE 2.2 – The Village shall provide the School District with periodic information generated from the Village's development and approvals that is needed to maintain school adequacy, including information required for the School District to establish school siting criteria, joint approval of the public-school capital facilities program, and school utilization.

Policy CIE 2.2.1 – For public school facilities, the applicant for a Development Order or Development Permit that includes any residential component shall provide a school capacity availability determination (SCAD) issued by the School District of Palm Beach County that identifies the capacity, or lack thereof, of existing facilities or planned facilities in the current School District Capital Facilities Program Plan to serve additional students. Should the proposed project negatively impact the public school system, the School District staff may recommend reasonable conditions to mitigate such impacts, and these considerations shall be included in the Village staff report for consideration by the Village Council.

DRAFT

DEFINITIONS AND ACRONYMS

CIE	Capital Improvements Element
CIP	Capital Improvement Plan
F.S.	Florida Statutes
LOS	Level of Service

Capital Improvement – Any long-term investment of public funds for the acquisition, construction, or improvement of public lands or facilities that, by reason of its size and cost, is nonrecurring in the local budget.

Capital Improvement Plan (CIP) – The multi-year schedule of capital improvement projects, including priorities and cost estimates, budgeted to fit the financial resources of the community. The CIP is part of the Village’s comprehensive plan and is updated annually.

Concurrency – The reasonable assurance that facilities necessary to support development will be in place and operational with sufficient capacity at the same time that the development will use those facilities, or “concurrent” with the impacts of the development.

Consumptive User Permit (CUP) - allows the holder to withdraw a specified amount of water from the ground (aquifers) or a canal, lake or river (surface water) for reasonable-beneficial uses.

General Obligation Debt – Any debt that is secured by the pledge of the full faith and credit and taxing power of the Village and for the payment of which recourse may be had against the Village’s general fund. General obligation bonds are required by the Florida Constitution to be approved by referendum.

Level of Service (LOS) – An indicator of the extent or degree of service expected to be provided by a facility based on and related to the operational characteristics of the facility. LOS standards are adopted by the Village and indicate the capacity per unit of demand for each public facility subject to concurrency.

Redevelopment – Renovation of a blighted or underutilized property characterized by a change in use and/or structure.

Urban Sprawl – A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses, as defined in s. 163.3164 and s. 163.3177, F.S.

APPENDIX A: TABLE CIE 1 – 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FY25 – FY29

Description	FY25	FY26	FY27	FY28	FY29	Total
Virtual Desktop Infrastructure (VDI)	\$ 50,000	\$ 25,000	\$ 25,000		\$ 25,000	\$ 125,000
Hyland onBase forms and workflow	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 30,000	\$ 110,000
Village Wide Camera System Upgrade and Maintenance	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000		\$ 60,000
Replace Phone System (OnPrem Equip)	\$ 10,000			\$ 10,000		\$ 20,000
Storage Area Network		\$ 30,000			\$ 30,000	\$ 60,000
5-year Replacement of VH Servers			\$ 30,000	\$ 30,000		\$ 60,000
Windows Server Version 2022 Software			\$ 5,000			\$ 5,000
Information Technology Capital	\$ 95,000	\$ 90,000	\$ 95,000	\$ 75,000	\$ 85,000	\$ 440,000
Add'l dept vehicle for inspections, etc.	\$ 25,000		\$ 25,000			\$ 50,000
Purchase new desks	\$ 12,000					\$ 12,000
Planning, Zoning, & Building Capital	\$ 37,000	\$ -	\$ 25,000	\$ -	\$ -	\$ 62,000
Indoor/Outdoor Police Storage Facility	\$ 1,100,000					\$ 1,100,000
Police Vehicles	\$ 345,000	\$ 345,000	\$ 345,000			\$ 1,035,000
Command Vehicle	\$ 300,000					\$ 300,000
Modular 50' 2-Lane Shooting Range	\$ 150,000					\$ 150,000
In-Car Cameras	\$ 33,000	\$ 33,000	\$ 33,000			\$ 99,000
Pole Mounted Speed Measurement Signs	\$ 20,000	\$ 20,000				\$ 40,000
Replacement Radios				\$ 58,000		\$ 58,000
Garage Bay Door Replacement				\$ 25,000		\$ 25,000
Police Department Capital	\$ 1,948,000	\$ 398,000	\$ 378,000	\$ 83,000	\$ -	\$ 2,807,000
Repair/Replace Village Hall A/C Units	\$ 400,000					\$ 400,000
Maintenance bldg near VFW replacement	\$ 250,000					\$ 250,000
2400 Kirk Generator Replacement	\$ 175,000					\$ 175,000
2400 Kirk Rd Exterior Painting	\$ 150,000					\$ 150,000
Complete Streets: safety improvements	\$ 150,000					\$ 150,000
Village Hall Generator Replacement	\$ 150,000					\$ 150,000
F/250 w/liftgates - Qty 2	\$ 144,000	\$ 144,000	\$ 144,000	\$ 144,000	\$ 144,000	\$ 720,000
Swale Improvements		\$ 200,000		\$ 200,000		\$ 400,000
Village Hall West End Flex Space Buildout			\$ 150,000			\$ 150,000
Village Hall Roof Replacement				\$ 150,000		\$ 150,000
Village Hall Exterior Painting					\$ 100,000	\$ 100,000
Public Works Capital	\$ 1,419,000	\$ 344,000	\$ 294,000	\$ 494,000	\$ 244,000	\$ 2,795,000

APPENDIX A: TABLE CIE 1 – 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FY25 – FY29 (CONT.)

Description	FY25	FY26	FY27	FY28	FY29	Total
Adult Library Books	\$ 22,000	\$ 23,500	\$ 24,000	\$ 25,000	\$ 26,000	\$ 120,500
Children's Library Books	\$ 14,500	\$ 16,000	\$ 17,000	\$ 17,500	\$ 18,000	\$ 83,000
Library Capital	\$ 36,500	\$ 39,500	\$ 41,000	\$ 42,500	\$ 44,000	\$ 203,500
Community Center (possible land acquisition and construction cost)		\$ 500,000	\$ 2,000,000	\$ 2,000,000		\$ 4,500,000
Parks & Recreation Capital	\$ -	\$ 500,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 4,500,000
Total General Fund Capital	\$ 3,535,500	\$ 1,371,500	\$ 2,833,000	\$ 2,694,500	\$ 373,000	\$ 10,807,500

Description	FY25	FY26	FY27	FY28	FY29	Total
Parcel Acquisition in Lake Worth Rd District (downpayment funds)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000		\$ 800,000
Lake Worth Road complete streets - Village match (local initiatives or TAP grant)					\$ 250,000	\$ 250,000
Davis Road/Lake Worth Road intersection - Village match (local initiatives or TAP grant)					\$ 250,000	\$ 250,000
Total CRA Capital	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 500,000	\$ 1,300,000

Description	FY25	FY26	FY27	FY28	FY29	Total
Todd & Boatman (Project 10 & 11)	\$ 350,000					\$ 350,000
Edwards Ave (Project 15)		\$ 140,000				\$ 140,000
Corrigan (Project 16)		\$ 330,000				\$ 330,000
Serubi Ave (Project 17)			\$ 190,000			\$ 190,000
Coconut Rd (Project 18)			\$ 370,000			\$ 370,000
Charlotte Street (Project 20)			\$ 80,000			\$ 80,000
7th Ave North (Project 22)			\$ 340,000			\$ 340,000
Gulfstream Rd (Project 23)				\$ 250,000		\$ 250,000
Sandra Lane (Project 24)				\$ 150,000		\$ 150,000
North Price Street (Project 25)				\$ 30,000		\$ 30,000
Total Stormwater Utility Capital	\$ 350,000	\$ 470,000	\$ 980,000	\$ 430,000	\$ -	\$ 2,230,000

APPENDIX A: TABLE CIE 1 – 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FY25 – FY29 (CONT.)

Description	FY25	FY26	FY27	FY28	FY29	Total
EOC/Operations Building	\$ 4,000,000	\$ 2,000,000				\$ 6,000,000
Replacements F-250 trucks with utility bodies (3)	\$ 185,400	\$ 190,962	\$ 196,691	\$ 135,061	\$ 139,113	\$ 847,227
Water Main - Capacity Improvements WM-1-1	\$ 1,785,567					\$ 1,785,567
FDOT/PBC Water Main Relocations	\$ 1,000,000	\$ 200,000	\$ 200,000	\$ 200,000		\$ 1,600,000
RLP WTP - Lime Sludge Pit and Washwater Recovery Basin	\$ 762,000	\$ 2,286,000				\$ 3,048,000
Water Supply - Replace Well No. 3 (Western/RLP Wellfield)	\$ 552,000	\$ 750,000				\$ 1,302,000
Water Supply - Wells 6 & 7 to RLP WTP Power Distribution	\$ 531,000					\$ 531,000
Water Main - Water Main Capacity Improvement (WM1-2)	\$ 414,000	\$ 828,000				\$ 1,242,000
Water Supply - Replace Well No. 14 w/ Emrgcy Generator	\$ 400,000					\$ 400,000
Main WTP - Replace Filter Air Lines and Blower	\$ 350,000					\$ 350,000
RLP WTP - Filter Media Replacement	\$ 338,000					\$ 338,000
Main WTP - Generator and Fuel Tank	\$ 250,000	\$ 758,000				\$ 1,008,000
Water Main - Water Interconnects w/ PBC	\$ 250,000	\$ 750,000				\$ 1,000,000
RLP WTP - Wash Water Transfer Pumps (qty 2)	\$ 144,200					\$ 144,200
Main WTP - Replace High Service Pump/Valves/Piping - #3	\$ 103,000					\$ 103,000
Water Supply - Portable Generator for Wells	\$ 100,425	\$ 103,438		\$ 109,645		\$ 313,508
RLP WTP - Replace High Service Pump/Valves/Piping - #1	\$ 51,500					\$ 51,500
RLP WTP - Replace High Service Pump/Valves/Piping - #2	\$ 51,500					\$ 51,500
RLP WTP - Lime Slurry Pump Replacement	\$ 50,000					\$ 50,000
Main WTP - Valve Motor Actuator Replacement	\$ 27,000					\$ 27,000
RLP WTP - Valve Motor Actuator Replacement	\$ 27,000					\$ 27,000
Main WTP - MIEX Salt Pump Replacement	\$ 13,000					\$ 13,000
RLP WTP - Salt Pump Replacement - RLP Plant	\$ 13,000					\$ 13,000
Main WTP - Lime Slurry Mixers	\$ 9,200	\$ 9,476				\$ 18,676
RLP WTP - Lime Slurry Mixers	\$ 9,200	\$ 9,476				\$ 18,676
Water Supply - Replace Well No. 1 (Western/RLP Wellfield)		\$ 563,000	\$ 750,000			\$ 1,313,000
Main WTP - Lime Feed System Upgrades/Improvements		\$ 530,000				\$ 530,000
Main WTP - Lime System Spiractor Replacement		\$ 400,000	\$ 1,400,000			\$ 1,800,000
Main WTP - Filter Media Replacement		\$ 351,000				\$ 351,000
Water Main - Water Main Capacity Improvement (WM1-3)		\$ 129,567	\$ 259,133			\$ 388,700
RLP WTP - Replace MIEX Transfer Pumps (3)		\$ 125,000				\$ 125,000
Main WTP - Replace High Service Pump/Valves/Piping - #4		\$ 106,090				\$ 106,090
Water Supply - Well Rehabilitation No. 19		\$ 80,000				\$ 80,000

APPENDIX A: TABLE CIE 1 – 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FY25 – FY29 (CONT.)

Description	FY25	FY26	FY27	FY28	FY29	Total
RLP WTP - Replace High Service Pump/Valves/Piping - #3		\$ 53,045				\$ 53,045
Main WTP - Brine Pump for MIEX System		\$ 30,000				\$ 30,000
RLP WTP - Brine Pump for MIEX System		\$ 27,000				\$ 27,000
Water Main - Water Main Capacity Project (WM1-4)			\$ 1,067,583	\$ 2,135,167		\$ 3,202,750
Water Supply - Replace Well No. 5 (Western/RLP Wellfield)			\$ 574,000	\$ 750,000		\$ 1,324,000
RLP WTP - Site Civil Paving Improvements			\$ 110,000			\$ 110,000
Main WTP - Replace High Service Pump/Valves/Piping - #5			\$ 109,273			\$ 109,273
RLP WTP - Replace High Service Pump/Valves/Piping - #4			\$ 54,636			\$ 54,636
Water Main - Pipe Material Replacement (WM-2-NW1)				\$ 718,367	\$ 1,436,733	\$ 2,155,100
Water Main - Pipe Material Replacement (WM-2-NW2)				\$ 647,067	\$ 1,294,133	\$ 1,941,200
RLP WTP - Replace High Service Pump/Valves/Piping - #5				\$ 56,275		\$ 56,275
Water Main - Pipe Replacement Project (WM-2-NW3)					\$ 3,436,200	\$ 3,436,200
Force Main Capacity Improvement (WW-1-1)	\$ 913,100	\$ 1,826,200				\$ 2,739,300
Vacuum Sewer - Station Monitoring System	\$ 800,000					\$ 800,000
Lift Station - Annual Rehab Program	\$ 350,000	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000	\$ 1,350,000	\$ 5,750,000
Lift Station - Replacement Lift Station Pumps	\$ 146,260	\$ 150,648	\$ 155,167	\$ 159,822		\$ 611,897
Vacuum Sewer - Station No. 2 Vacuum Pump Upgrade	\$ 106,000					\$ 106,000
Lift Station - Portable Generator Replacement	\$ 100,425		\$ 106,451		\$ 112,838	\$ 319,714
Lift Station - Portable Self-Priming Non-Clog Pump	\$ 59,225	\$ 61,001	\$ 62,831	\$ 64,716	\$ 66,657	\$ 314,430
Vacuum Sewer - Station No. 3 Vacuum Pump Upgrade		\$ 108,000				\$ 108,000
Force Main Capacity Improvement (WW-1-2)		\$ 100,433	\$ 200,867			\$ 301,300
Force Main Capacity Improvement (WW-1-3)			\$ 119,217	\$ 238,433		\$ 357,650
Force Main Capacity Improvement (WW-1-4)			\$ 82,800			\$ 82,800
Force Main Pipe Material Replacement (WW-2-1)				\$ 1,520,683	\$ 3,041,367	\$ 4,562,050
Force Main Capacity Improvement (WW-1-5)				\$ 292,100		\$ 292,100
Water & Sewer Utility Capital	\$ 13,892,002	\$ 13,876,336	\$ 6,798,649	\$ 8,377,336	\$ 10,877,041	\$ 53,821,364

Village of Palm Springs
Element 9 Property Rights
Goals, Objectives, and Policies

TABLE OF CONTENTS

Background and Purpose.....2

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DRAFT

BACKGROUND AND PURPOSE

The purpose of the Property Rights Element is to implement the requirements of Florida House Bill 59, signed into law by the Governor on June 28, 2021. The bill modified Chapter 163.3177, Florida Statutes (F.S.), to require local government comprehensive plans to contain a Property Rights Element. Section F.S. 163.3177(6)(i) requires each local government to include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.

GOAL PR 1

Goal PR 1 – Ensure that private property rights are considered in local decision making

OBJECTIVE PR 1.1 PROPERTY RIGHTS ELEMENT

Objective PR 1.1 – The Village as a governmental entity, shall respect judicially acknowledged and constitutionally protected private property rights. The Village shall ensure that private property rights are considered in local decision making.

The following Property Rights – Statement of Rights shall be considered in local decision making:

Policy PR 1.1.1 – The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy PR 1.1.2 – The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

Policy PR 1.1.3 – The right of a property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy PR 1.1.4 – The right of a property owner to dispose of his or her property through sale or gift.

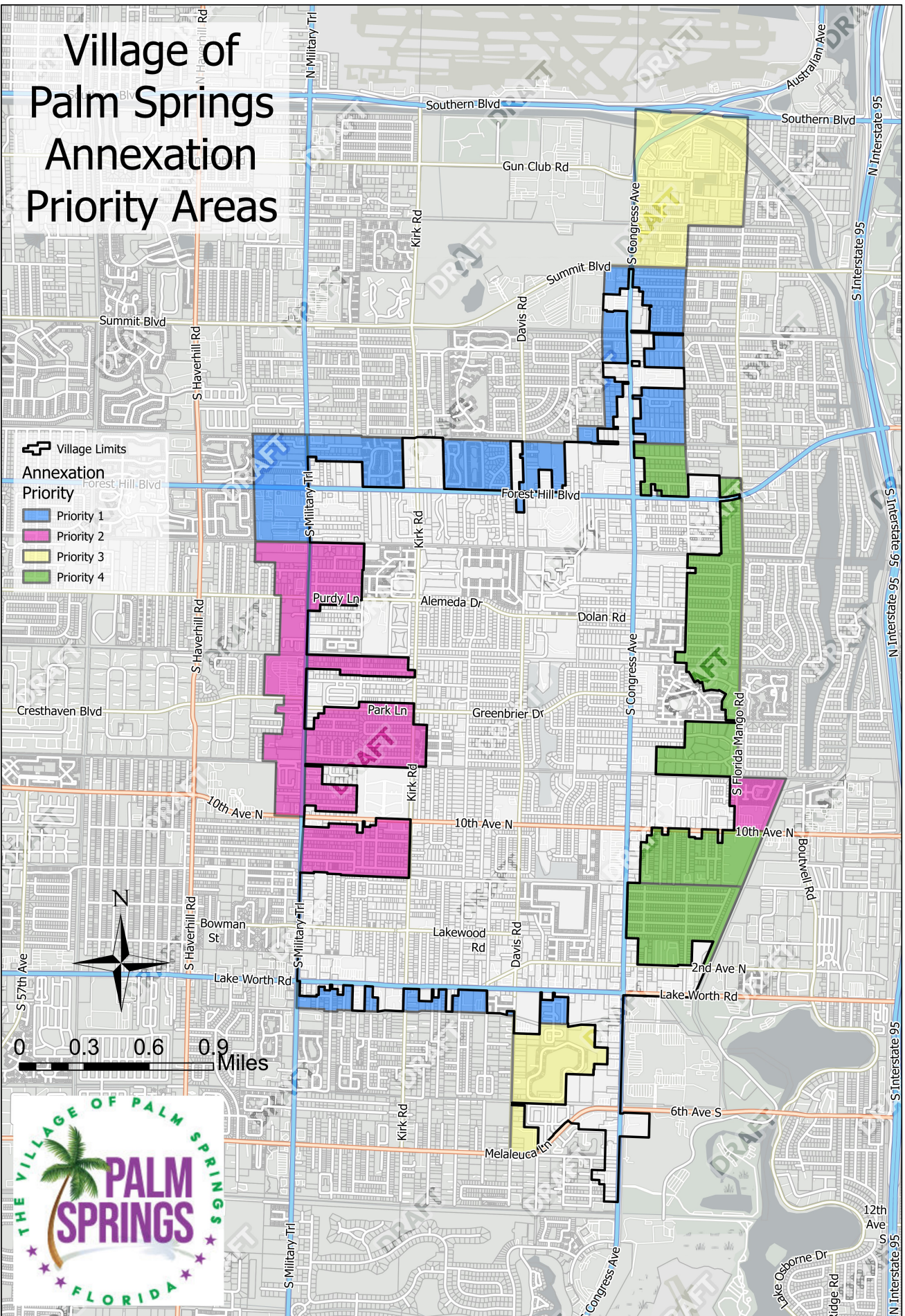
Document	Reference	Source & Date	Comment(s)
<i>Example:</i> Transportation GOP	<i>Example:</i> Policy TM 3.1.5	<i>Example:</i> K. Glas-Castro 4/23/24	<i>Example:</i> Strike “Growth Management” and replace with “Traffic Engineering Division”

Village of Palm Springs Annexation Priority Areas

 Village Limits

**Annexation
Priority**

-  Priority 1
-  Priority 2
-  Priority 3
-  Priority 4



0 0.3 0.6 0.9 Miles



**NORTHSTAR
GEOMATICS**
SURVEYING/MAPPING • GIS • ASSET INVENTORY

**BONNIE LANDRY
& ASSOCIATES**
Professional Planning Services

Map Notes: Data provided by Village of Palm Springs.

Layout: 020 Annexation Agreement
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Village of Palm Springs Evacuation Routes

- Designated Evacuation Routes
- Village Limits



Village of Palm Springs FEMA Flood Zones

FEMA Flood Zone

- AE
- Village Limits



Village of Palm Springs Future Land Use 2045

-  Village Limits
- Future Land Use**
-  Education
 -  Other Public Facilities
 -  Public Buildings and Facilities
 -  Conservation
 -  Low Density
 -  Medium Density
 -  High Density
 -  Mixed Use
 -  Commercial
 -  Light Industrial



Village of Palm Springs Roadway Maintenance

-  Village Limits
- Roadway Maintenance**
-  County
 -  FDOT
 -  Municipality
 -  Private
 -  Courtesy



0 0.3 0.6 Miles

Village of Palm Springs Sidewalks 2024

-  Park Connector Pathway
-  Sidewalks
-  Village Limits



0 0.3 0.6 Miles

Village of Palm Springs Soils

 Village Limits

USA Soils Map Units

- Alfisols
- Andisols
- Aridisols
- Entisols
- Gelisols
- Histosols
- Inceptisols
- Mollisols
- Oxisols
- Spodosols
- Ultisols
- Vertisols
- Bodies of Water
- No Soil
- Data Not Available



Village of Palm Springs Traffic Concurrency Exception Areas (TCEA)

-  Village Limits
- Traffic
Concurrency
Exception Areas
(TCEA)**
-  Florida Mango & 10th Avenue Node
-  Congress Avenue Corridor
-  Lake Worth Rd/ Congress Ave South Corridor
-  Military Trail Corridor
-  Military Trail South Corridor



0 0.3 0.6 Miles

Village of Palm Springs County Transit Routes 2024

- County Transit Routes
- Village Limits



0 0.3 0.6 Miles

Village of Palm Springs Potential Future Transit

- Potential Village Microtransit
- Planned
- Improvements (LRTP)
- County Transit Routes
- Village Limits



0 0.3 0.6 Miles

Village of Palm Springs CRA and Village Limits

-  Village Limits
-  Community Redevelopment Agency



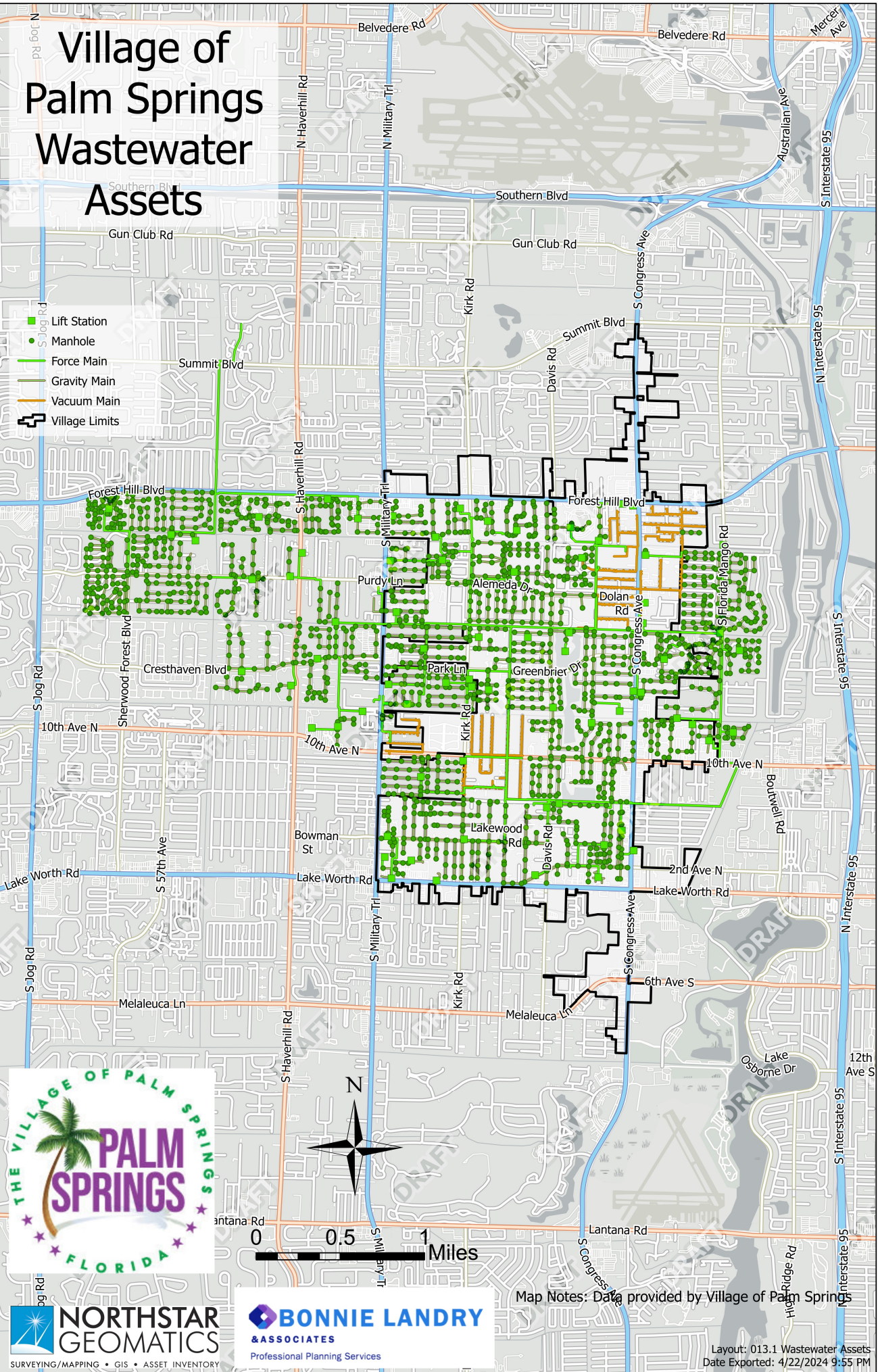
Village of Palm Springs Vision Plan Future Land Use

-  Village Limits
- Vision Plan
Future Land
Use**
-  Vision Plan FLU
-  Education
-  Other Public
Facilities
-  Public Buildings
and Facilities
-  Conservation
-  Low Density
-  Medium Density
-  High Density
-  Mixed Use
-  Commercial
-  Light Industrial



Village of Palm Springs Wastewater Assets

- Lift Station
- Manhole
- Force Main
- Gravity Main
- Vacuum Main
- Village Limits



Village of Palm Springs Major Water Features

- Water Bodies
- Village Limits



0 0.3 0.6 Miles

Village of Palm Springs Wells and Wellfields

 Wells
 Village Limits
Wellfield Protection Zones

-  Protection Zone 1
-  Protection Zone 2
-  Protection Zone 3
-  Protection Zone 4



0 0.5 1 Miles


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**BONNIE LANDRY
& ASSOCIATES**
 Professional Planning Services

Map Notes:

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Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #13: Ordinance No. 2024-05 - Village Code Amendment - Temporary Signs

SUMMARY: The sign regulations were amended in February 2016 to address a United States Supreme Court decision, Reed v. Town of Gilbert, which invalidated sign regulations that make distinctions between temporary signs based on the sign message. The code was amended to make uniform sign criteria that regulate the size, height, number, and placement of temporary signs on private properties within the Village.

A temporary sign is defined as "any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of the message, typically found on a permanent sign, on an existing lawful sign or sign structure."

Staff is proposing to clarify that temporary signs about an event, including an election, shall not be posted more than 30 days before the event.

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

The proposed ordinance will be considered by the Planning & Zoning Board at their June 11, 2024, meeting and their recommendation will be shared before Council consideration.

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

FISCAL IMPACT:

The proposed code amendment has no fiscal impact on the village. After October 1, 2024, any amendments to the land development regulations will require a Business Impact Statement.

ATTACHMENTS:

1. Proposed Ordinance No. 2024-05 - Election Signs
2. Existing Temporary Sign Regulations - Section 34-324

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE OF PALM SPRINGS CODE OF ORDINANCES AT CHAPTER 34, "LAND DEVELOPMENT", ARTICLE IV, "SIGNS", DIVISION 3, "SPECIFICATIONS", SECTION 34-324, "TEMPORARY SIGNS" TO CLARIFY WHEN TEMPORARY SIGNAGE MAY BE POSTED; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida ("Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapters 166 and 163, Florida Statutes; and

WHEREAS, the Village currently has regulations in place at Chapter 34 of the Village Code of Ordinances, at section 34-324, regarding the use of temporary signs, which regulations were adopted in a manner consistent with the United States Supreme Court's decision in *Reed v. Town of Gilbert*, 576 U.S. 155 (2015), holding that the regulation of signage based on content is subject to strict scrutiny in determining whether such regulation is constitutional; and

WHEREAS, the Village desires to amend section 34-324 to further clarify when temporary signage may be posted; and

WHEREAS, the *Reed* decision does not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives; and

WHEREAS, the Village does not wish to censor speech or regulate the content thereof, but rather to provide for the public welfare by regulating the time and placement of temporary signage in a manner that enhances the aesthetics of the Village and reduces visual pollution; and

WHEREAS, consistent with the stated purpose and findings of fact set forth in section 34-324, the Village Council finds and determines that the temporary sign regulations are intended to protect the public from the dangers of unsafe signs, including signs that create hazardous conditions, confusion, and visual clutter through excess proliferation, and improper timing of placement; and

WHEREAS, the Village Council finds and determines that the temporary sign regulations are intended to permit temporary signs that are compatible with their surroundings, aid orientation, and do not obstruct or harm the visual aesthetics of the Village; and

WHEREAS, the Village Council finds and determines that the time limitations for the use of temporary signs set forth in the Ordinance will reduce confusion and the aesthetic eyesores within the Village; and

WHEREAS, in accordance with the requirements of Chapter 163, Florida Statutes, and the Village's Code, the Village's Planning and Zoning Board has reviewed the proposed Ordinance and recommends approval and has determined that the proposed Ordinance is consistent with the City's Comprehensive Plan; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined that this Ordinance is consistent with the Villages Comprehensive Plan; and

WHEREAS, the Village Council legislatively determines and declares that adoption of this Ordinance providing new time placement limitations for temporary signage is beneficial to the public interests of health, safety, and general welfare for the residents and visitors of the Village of Palm Springs and consistent with the stated purposes of sections 34-261 and 34-324 and the findings of fact in section 34-324 of the Village's Code of ordinances for all Village signage and temporary signate; and,

WHEREAS, the Village Council deems approval of this Ordinance serves a valid public purpose.

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

Section 1. Findings of Fact: The WHEREAS clauses set forth above are adopted herein as true legislative findings of fact of the Village Council in addition and supplemental to the purposes set forth in section 34-261 of the Village Code. It is the purpose and intent of this Ordinance to promote the health, safety, and general welfare of the residents and visitors of the Village and to ensure the proper regulatory requirements for temporary signage within the Village's corporate limits. The purpose and findings of fact set forth in section 34-324 for temporary signage are also readopted as true legislative purposes and findings of fact for purposes of this Ordinance.

Section 2. Chapter 34 "Land Development", Article IV, " Signs", Division 3, "Specifications", Section 34-324 "Temporary Signs" of the Village Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-324. Temporary signs.

- (a) *Scope.* Notwithstanding anything to the contrary in the Code, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- (b) *Findings of fact.* The village council finds that the location and maintenance of temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the village as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The village council further finds that the regulation of temporary signs within the village is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.
- (c) *Purpose and intent.* It is the purpose of this section to promote public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations in this section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the village council that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential and commercial character of the village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of constitutional rights while achieving the village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural environment, commercial and residential areas. These sign regulations have been prepared with the intent of enhancing the visual environment of the village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
 - (1) Encourage the effective use of signs as a means of communication in the village;
 - (2) Maintain and enhance the aesthetic environment and the village's ability to attract sources of economic development and growth;
 - (3) Improve pedestrian and traffic safety;

- (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
 - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
 - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
 - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the village;
 - (10) Protect property values by precluding to the maximum extent possible temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
 - (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (d) *Definitions.* The following definitions are applicable to this section.

Sign. The term "sign" shall mean any surface, fabric, device or display which bears lettered, pictorial or sculptured matter, including forms shaped to resemble any human, animal or product designed to convey information to the public and is visible from an abutting property, from a public street, sidewalk or right-of-way, or from a body of water. The term "sign" shall include all structural members. A sign shall be construed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign. The term "sign" shall not include:

- (1) Artwork;
- (2) Holiday or seasonal decorations;
- (3) Flags (as defined in this article) cemetery markers, or machinery or equipment signs.

Temporary sign. The term "temporary sign" shall mean any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional

sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message, typically found on a permanent sign, on an existing lawful sign or sign structure.

- (e) *Criteria required for temporary signs.* The criteria for temporary signs are set forth in the table below. A temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the sign is located.

Temporary Signs Design Standards and Limitations

	ZONING DISTRICTS		
	RS, RM	CN, CG, LI	G
Maximum number of signs per parcel ¹	4	4	4
Maximum sign area ²	6 sf.	20 sf.	20 sf.
Sign height maximum for a sign ³	5 ft.	5 ft.	5 ft.
Sign height maximum for a sign located on a wall (inclusive of a window sign)	15 ft.	15 ft.	15 ft.
Minimum sign setback for ground signs ⁴	7 ft.	7 ft.	7 ft.
Minimum spacing from any other sign (temporary sign or a permanent sign ⁵)	20 ft.	20 ft.	20 ft.
Aggregate maximum of surface area allocated for all sign messages ⁶	48 sf.	160 sf.	160 sf.

- 1 The number of temporary commercial signs per parcel shall be no more than two.
 - 2 The square footage limitation is per side for a back-to-back sign. For example, a six square foot limitation means that there is a limit of six square feet of surface area per side of a back-to-back sign, and an aggregate limit of 12 square feet is allowed if the sign is a back-to-back temporary sign.
 - 3 Not applicable to flags, as defined in this article.
 - 4 Minimum sign setbacks are measured from the edge of the property line, however a temporary sign shall not be located any closer than ten feet to the edge of pavement of a roadway. Setbacks do not apply to wall signs. All temporary signs are prohibited on public property.
 - 5 Not applicable to signs displayed on flagpoles.
 - 6 There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The aggregate maximum of surface area allowed is subject to the other limitations or circumstances that may reduce the aggregate maximum of surface area that can be allocated.
- (f) *Prohibition of temporary signs on public property.* Other than government signs displaying government speech, temporary signs on public property are prohibited unless otherwise allowed within the Code.

- (g) *Duration for display of temporary sign.* If a temporary sign pertains to an event, including an election, the temporary sign shall not be posted more than 30 days prior to the event and must be removed within and by no later than three days after the event is concluded.
- (h) *Display of temporary sign requires permission of real property owner.* A temporary sign on any parcel shall not be maintained if the placement of the same does not have the permission of the owner of the real property.
- (i) *A temporary sign may not display any lighting and must remain static.* A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (j) *A temporary sign may not incorporate fluorescent color or exhibit fluorescence.* A temporary sign may not incorporate fluorescent color or exhibit fluorescence.
- (k) *A temporary sign may not obstruct a permanent sign or the vision between pedestrians and vehicles.* A temporary sign may not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and may not obstruct the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those meeting intersection visibility requirements.
- (l) *A temporary sign may display multiple messages.* A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.
- (m) *A temporary sign is not subject to permitting.* A temporary sign does not require a permit from the village.
- (n) *This section is not intended to regulate interior facing signage.* The village does not intend that this section regulate or be applicable to signage located in the interior of school yards, ball/play fields or similar uses where such signage is designed to face the interior of such location and is not designed to be viewed or seen from adjacent roadways.
- (o) *Removing of temporary signs during inclement weather.* In the event a hurricane warning is issued for all or part of the municipal limits, all temporary signs must be removed immediately and shall not be replaced until after the warning is lifted.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. This Ordinance shall be codified in the Village's

Code of Ordinances. Non-substantive changes to amend or identify the applicable sections, article, or division of the code may be made to this Ordinance at the time of codification.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

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

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

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading _____
Second Reading _____

ATTEST:
BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Sec. 34-324. Temporary signs.

- (a) *Scope.* Notwithstanding anything to the contrary in the Code, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- (b) *Findings of fact.* The village council finds that the location and maintenance of temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the village as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The village council further finds that the regulation of temporary signs within the village is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.
- (c) *Purpose and intent.* It is the purpose of this section to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations in this section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the village council that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential and commercial character of the village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of constitutional rights while achieving the village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural environment, commercial and residential areas. These sign regulations have been prepared with the intent of enhancing the visual environment of the village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
 - (1) Encourage the effective use of signs as a means of communication in the village;
 - (2) Maintain and enhance the aesthetic environment and the village's ability to attract sources of economic development and growth;
 - (3) Improve pedestrian and traffic safety;
 - (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
 - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
 - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
 - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the village;

- (10) Protect property values by precluding to the maximum extent possible temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
- (11) Enable the fair and consistent enforcement of these temporary sign regulations.

(d) *Definitions.* The following definitions are applicable to this section.

Sign. The term "sign" shall mean any surface, fabric, device or display which bears lettered, pictorial or sculptured matter, including forms shaped to resemble any human, animal or product designed to convey information to the public and is visible from an abutting property, from a public street, sidewalk or right-of-way, or from a body of water. The term "sign" shall include all structural members. A sign shall be construed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign. The term "sign" shall not include:

- (1) Artwork;
- (2) Holiday or seasonal decorations;
- (3) Flags (as defined in this article) cemetery markers, or machinery or equipment signs.

Temporary sign. The term "temporary sign" shall mean any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message, typically found on a permanent sign, on an existing lawful sign or sign structure.

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4 Minimum sign setbacks are measured from the edge of the property line, however a temporary sign shall not be located any closer than ten feet to the edge of pavement of a roadway. Setbacks do not apply to wall signs. All temporary signs are prohibited on public property.

5 Not applicable to signs displayed on flagpoles.

6 There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The aggregate maximum of surface area allowed is subject to the other limitations or circumstances that may reduce the aggregate maximum of surface area that can be allocated.

- (f) *Prohibition of temporary signs on public property.* Other than government signs displaying government speech, temporary signs on public property are prohibited unless otherwise allowed within the Code.
- (g) *Duration for display of temporary sign.* If a temporary sign pertains to an event, the temporary sign shall be removed within and by no later than three days after the event is concluded.
- (h) *Display of temporary sign requires permission of real property owner.* A temporary sign on any parcel shall not be maintained if the placement of the same does not have the permission of the owner of the real property.
- (i) *A temporary sign may not display any lighting and must remain static.* A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (j) *A temporary sign may not incorporate fluorescent color or exhibit fluorescence.* A temporary sign may not incorporate fluorescent color or exhibit fluorescence.
- (k) *A temporary sign may not obstruct a permanent sign or the vision between pedestrians and vehicles.* A temporary sign may not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and may not obstruct the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those meeting intersection visibility requirements.
- (l) *A temporary sign may display multiple messages.* A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.
- (m) *A temporary sign is not subject to permitting.* A temporary sign does not require a permit from the village.
- (n) *This section is not intended to regulate interior facing signage.* The village does not intend that this section regulate or be applicable to signage located in the interior of school yards, ball/play fields or similar uses where such signage is designed to face the interior of such location and is not designed to be viewed or seen from adjacent roadways.
- (o) *Removing of temporary signs during incimate weather.* In the event a hurricane warning is issued for all or part of the municipal limits, all temporary signs must be removed immediately and shall not be replaced until after the warning is lifted.

(Code 1994, § 30-215; Ord. No. 2015-13, § 2, 5-14-2015; Ord. No. 2016-02, § 4, 3-10-2016)



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Public Works

ITEM #14: Resolution No. 2024-25 - Preliminary Garbage Non Ad-Valorem Assessment Rates - FY 2024

SUMMARY: The Village Council adopted Resolution No. 2024-25, setting the preliminary Non-Ad-Valorem assessment rates for Fiscal Year 24/25. As a result, Resolution No. 2024-25 proposes to set the preliminary Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash and recyclables collection services in the Village on the Palm Beach County Tax Notices.

The proposed rates for Fiscal Year 2024-2025 will be as follows:

Single Family Homes	\$ 225
Multi-Family Homes	\$ 140
Mobile Homes	\$ 140

The Council originally established the uniform method for collecting garbage, trash and recyclables services on the Palm Beach County Tax Notices by adoption of Resolution No. 2008-17 in February 2008. This Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The Council has adopted a corresponding resolution each year setting rates for the upcoming fiscal year. The proposed Resolution would establish the Non Ad-Valorem rates for garbage based on the cost of collection and disposal at that time.

FISCAL IMPACT:

The projected total annual revenue that the Village would assess is expected to be approximately \$1,605,250 (which is at a 96% collection rate).

ATTACHMENTS:

1. Resolution No. 2024-25 Preliminary Non Ad Valorem Assessment Rates 24-25

RESOLUTION NO. 2024-25

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE PRELIMINARY NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2024 - 2025 SO AS TO PROVIDE A UNIFORM METHOD FOR COLLECTING A NON-AD VALOREM ASSESSMENT FOR GARBAGE, TRASH AND RECYCLABLES COLLECTION SERVICES AND RELATED SERVICES ON THE PALM BEACH COUNTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs previously adopted Resolution No. 2008-17 on February 14, 2008, stating the intent of the Village to use the Uniform Method of Collecting a Non-Ad Valorem Assessment for garbage, trash and recyclables collection services and other related services for all parcels within the incorporated boundaries of the Village and to include all future annexation of properties into the future during the effective time of the resolution; and

WHEREAS, Resolution No. 2024-25 adopts a preliminary non-ad valorem assessment roll for fiscal year 2024 - 2025; and

WHEREAS, the Village Council has determined to consider a preliminary non-ad valorem assessment roll for fiscal year 2024 - 2025, on all parcels within the incorporated municipal boundaries of the Village of Palm Springs, including all parcels of land annexed into the Village from the boundaries set at the time of Resolution No. 2008-17 into the future during the effective term of the resolution.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. The Preliminary Non-Ad Valorem Assessment rates per computed parcels for the Village of Palm Springs for purposes of TRIM for the Fiscal Year 2024 - 2025 are hereby adopted as follows:

Single Family Homes	\$225
Multi-Family Homes	\$140
Mobile Homes	\$140

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

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of June 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: June 13, 2024

DEPARTMENT: Public Works

ITEM #15: Resolution 2024-26 - Stormwater Non Ad-Valorem Assessment Rates - FY 2024

SUMMARY: The proposed Resolution sets the preliminary Non Ad-Valorem assessment roll rates for the Fiscal Year (FY) 2024 and provides a uniform method for collecting this assessment for the stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 24-25 will be the same as last year:

	Annual Rate
Single Family Residential Condominiums	\$48
Multifamily	\$48
Commercial (Under 2 ESU's)	\$48
Commercial (2 to 4.99)	\$96
Commercial (5 to 9.99 ESU's)	\$180
Commercial (10 ESU's and above)	\$240

The Village Council originally established the uniform method for collection and funding the Village's stormwater management services and projects in July 2016 (Resolution No. 2016-51). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The proposed fees and all related data will be submitted to the PBC Property Appraiser's Office and the PBC Information Systems Services department, which provides billing services for the Village.

FISCAL IMPACT:

The proposed FY 2024 rates are the same as last year's rates.

ATTACHMENTS:

1. Resolution No. 2024-26 Approval of Non-Valorem Stormwater

RESOLUTION NO. 2024-26

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING USER RATES FOR STORMWATER MANAGEMENT ASSESSMENTS FOR EACH PARCEL WITHIN THE BENEFITTED AREA, OTHER THAN NON-ASSESSED PROPERTY; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR THE PRELIMINARY HEARING OF THE STORMWATER ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida, did, on July 9, 2015, adopt Ordinance No. 2015-27, which provides for the creation and establishment of a Village-wide Stormwater Management System; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015, adopt Ordinance No. 2015-43 which amended Chapter 78 of the Code of Ordinances of the Village of Palm Springs to provide for the method of establishing and collecting Stormwater Management Assessments; and

WHEREAS, the statutory authority for the creation and implementation of Ordinance No. 2015-27, as amended, is predicated on Article VIII, Section 2(b) of the Florida Constitution; Chapter 166, Florida Statutes, as amended and supplemented; Section 403.0893, Florida Statutes, as amended and supplemented; Chapter 197, Florida Statutes, as amended and supplemented; and other applicable provisions of law; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015 adopt Resolution No. 2015-90 stating the intent to use the uniform method of collecting a non-ad valorem assessment for stormwater utility fees; and

WHEREAS, the Village Council of the Village of Palm Springs has found that owners, tenants, and occupants of property within the geographical boundaries of the Village will derive a special benefit from the effective management of stormwater and other surface water and from the operation, maintenance, and expansion of the stormwater management system; and

WHEREAS, Chapter 78 of the Code of Ordinances of the Village of Palm Springs establishes that the rate for stormwater management assessments for each parcel within the benefited area, other than with respect to non-assessed property, shall be established each year by resolution of the Village Council; and

WHEREAS, billing and collection of the stormwater management assessment shall be accomplished utilizing the uniform method of collection; and

WHEREAS, a rate for stormwater management assessments for the various classes of property (other than non-assessed property) within the benefited area has been calculated as provided in the “Stormwater Study for Justification of Interim Fees”, (previously adopted by the Village Council at its July 9, 2015 meeting) and as further set forth in Section 2 of this resolution; and

WHEREAS, a public hearing on this resolution setting the rates for the purposes of adopting and certifying a stormwater assessment roll is duly noticed; and

WHEREAS, the Village, upon adoption of the rates, shall review the stormwater assessment roll to determine its conformity with the proposed rate resolution and, if, upon the completion of such review the Village shall be satisfied that the Stormwater Management Assessment Roll has been prepared in conformity with the proposed rate resolution, it shall adopt said resolution and ratify and confirm the Stormwater Management Assessment Roll and certify that the Stormwater Management Assessment Roll is correct and proper and is to be used in collecting the stormwater management assessments. Thereafter, the Village Council, if no objections are made by persons affected by the assessment roll at the public hearing or if objections having been made are deemed insufficient by the Village Council, shall thereupon adopt the assessments as shown by the Assessment Roll; and

WHEREAS, the owner of each parcel within the benefited area for which a stormwater assessment is levied shall thereafter be responsible for payment, therefore.

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

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. That the Village Council does hereby adopt, after public hearing, the preliminary rates as previously set forth which are as follows:

Single Family Residential and Condominiums	\$ 48.00 per year
Multi-Family Units	\$ 48.00 per year
Commercial (under 2 ESU's)	\$ 48.00 per year
Commercial (2 to 4.99 ESU's)	\$ 96.00 per year
Commercial (5 to 9.99 ESU's)	\$ 180.00 per year
Commercial (10 ESU's and above)	\$ 240.00 per year

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

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 13th day of JUNE 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY